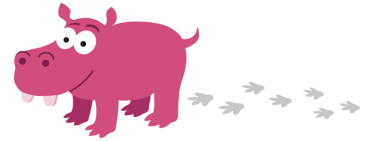


General terms and conditions of Quality Search XL BV

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The general terms and conditions of Quality Search XL BV were filed at the Utrecht Chamber of Commerce on February 27th 2014



Article 1 **Definitions**

Quality Search XL Holding BV

Quality Search XL BV

Client

The natural or legal person from whom Quality Search XL takes on the order.

Order

The agreement between the client and Quality Search XL on the basis of which Quality Search XL carries out recruitment and selection and/or executive search duties for the benefit of the client.

Order confirmation

The document to be sent by Quality Search XL to the client, as a result of which the order becomes effective. The order confirmation contains in any event a description of the working method to be followed, fee(s), expenses and the method of payment.

Candidate

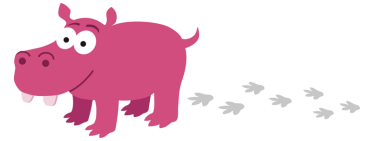
The person who is involved in recruitment and selection and/or executive search activities of Quality Search XL for the benefit of the client.

Fee

The payment payable by the client to Quality Search XL in relation to the order.

Article 2 **Non-discrimination and confidentiality**

1. Each candidate has equal opportunities in the recruitment and selection and/or executive search activities of Quality Search XL, regardless of age, sex, marital status, sexual orientation, religion or beliefs, political choice, race, ethnic origin or nationality, without prejudice to the objective and real job requirements and provided that the candidate fulfils the order in the principal action.
2. Quality Search XL shall keep confidential all that comes to its attention and is of a confidential nature in the exercise of its activities. Quality Search XL shall submit no information, of which it knows or can be reasonably expected to know that it is incorrect and/or misleading.



Article 3 Applicability

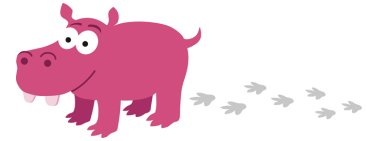
1. These general terms and conditions are applicable to all quotations of and orders to Quality Search XL.
2. Derogation clauses and/or any general terms and conditions of the client are only valid if and insofar they are accepted in writing by Quality Search XL. Any such acceptance may not be inferred from the fact that Quality Search XL fails to contradict the statement of the client that it does not accept the general terms and conditions of Quality Search XL and/or declares other general terms and conditions applicable.

Article 4 Realization of the order

1. All quotations submitted by Quality Search XL and prices and conditions stated in them are entirely without obligation, unless Quality Search XL has made a binding order, stating a term for acceptance. Verbal promises obligate Quality Search XL only after it confirms them in writing.
2. Orders and changes to them are effected at the moment that Quality Search XL has accepted them in writing by sending an order confirmation or at the moment that Quality Search XL actually commences execution. Quality Search XL is in no way obligated to commence execution of the order before the client has returned the order confirmation signed for approval to Quality Search XL.

Article 5 Validity and termination of the order

1. The order is entered into for a definite or indefinite period. The order for a definite period terminates by operation of law at the moment that the agreed time has expired. Extension of the order for a definite period is only possible if such is agreed in writing between the parties.
2. Premature termination of the order by the client is only possible if such is agreed in writing between parties. In case of premature termination by the client Quality Search XL retains the right to charge the client the fee stated in the order confirmation plus actual expenses. Premature termination in the sense of this paragraph is also understood to mean the premature modification of the job description in the broadest sense of the words.
3. In all events the order is terminated at the moment that the client enters into an employment relationship of any form for itself and/or through or for third parties with a candidate recommended by Quality Search XL.



4. Orders between Quality Search XL and the client may be dissolved without judicial intervention and without any notice of default being required at the moment that:

- client is put into bankruptcy;
- client has filed for a moratorium of payments;
- client is placed under conservatorship;
- an attachment of client's property is levied;
- client otherwise loses the authority to dispose of its property or part thereof;
- in the judgment of Quality Search XL collection of existing or future claims cannot be considered secure.

Article 6 Execution of the order

1. Quality Search XL shall record in writing the vacancy of the client in question in the form of a job description or in the order confirmation. This preferably and insofar possible should in any event include: the content of the job, the desired profile of the chosen candidate on the basis of knowledge and skills, the environmental factors within which the order is placed and the assessment criteria which determine the selection of the candidate.

2. Quality Search XL shall make every effort to recommend one or more candidates on the basis of the job description as referred to in the first paragraph of this article.

3. Quality Search XL guarantees a proper execution of the order. By accepting the order Quality Search XL assumes an obligation to perform to the best of one's ability. Recommendations of candidates are based on the best of one's knowledge and in accordance with the standards of good workmanship.

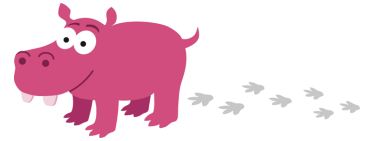
4. If parties make agreements on the time within which an order is to be completed, these agreements should be considered to be of an indicative nature. Quality Search XL accepts no liability whatsoever in this matter.

5. Quality Search XL is not responsible for information and data submitted by the client as part of the order and Quality Search XL assumes that the information and data submitted is correct.

6. Quality Search XL assumes that information and data submitted by the candidate about him- or herself or obtained from references about the candidate are correct.

7. Quality Search XL shall adopt an impartial attitude in the assessment of the candidates.

8. Quality Search XL shall accept no remuneration in whatever form from anyone other than the client as part of the order. Quality Search XL shall under no circumstance develop activities in the field of bilateral mediation.



Article 7 **Warranty, fee and expenses**

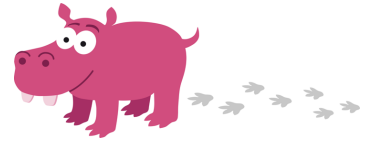
1. The agreed fee is in all events payable by the client to Quality Search XL as soon as it enters into an employment relationship of any kind with the candidate directly for itself and/or through or for third parties. If the employment relationship referred to above is terminated by the client or the candidate within one month, Quality Search XL shall, on the written request of the client, execute the order again at no cost according to the terms and conditions already agreed. If the employment relationship is terminated within the probationary period (maximum three months), Quality Search XL shall, on the written request of the client, re-contact the follow-up candidates free of charge and evaluate case by case whether more actions should be taken at no cost.

2. The fee will amount to the percentage of the candidate's gross annual salary (on a fulltime basis) stated in the Confirmation of Assignment, plus any guaranteed or expected bonus or profit share, a fixed entertainment allowance, the use of a lease car (valued at € 4,500) and other benefits.

3. All expenses made by Quality Search XL in accordance with the order confirmation shall be billed separately to the client. This includes in any event - but is not limited to - the costs of advertising and placing the vacancy on Internet.

Article 8 **Withdrawal of search assignment**

Search assignments can be interrupted and / or canceled by the client at any time. If the assignment interruption lasts longer than 30 days, the order will be considered canceled. In the event of cancellation, the client will owe 50% of the next, not yet invoiced, fee, in addition to any fee already invoiced. If this fee component concerns the final part, this part is assumed to be based on the gross annual income estimated in the agreement on which the first two remuneration components are based. In case of renewed activities on the relevant vacancy after 30 days, a new fee will be determined. In all cases (merger, reorganization, etc.), QSXL reserves the right to terminate this assignment under the same conditions as aforementioned.

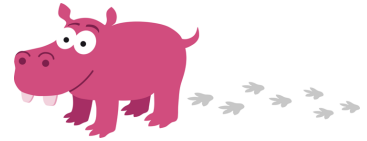


Article 9 Payments

1. Payment should be made within 30 days of date of invoice by transferring the amount to the Quality Search XL account stated on the invoice.
2. The client shall pay all invoices free of deductions and setoff, without suspension due to perceived or actual attributable shortcomings and without the client being permitted to block its payment obligation by garnishment or otherwise.
3. If the client fails to pay within the term fixed, default will become effective upon commencement of the due date by operation of law, without any notice of default or demand for payment being required from Quality Search XL. In such an event the client is obligated to pay interest on the due amount of 1% for each month as of the due date through the day of payment.
4. If Quality Search XL proceeds to take measures for collection of the claim, the client is obligated to compensate all costs made in connection with the matter by Quality Search XL. These include all payments with respect to third parties called in and all costs made by Quality Search XL within its own organization and that may in all reasonableness be attributed, partly or wholly, to the measure in question. In case of collection of the due amounts Quality Search XL has the choice of demanding the costs made in this way in an itemized fashion or to fix those costs at 15% of the wrongly unpaid amount.

Article 10 Approaches to personnel

1. Quality Search XL shall, for the duration of the order and within a two year period following the termination thereof, refrain from approaching employee(s) of the client for a position elsewhere, unless the wish to change positions originates from the employee(s) and Quality Search XL is in possession of a written confirmation from the employee(s).
2. If client and/or one of its allied companies enters into an employment relationship or collaboration in any form whatsoever within a twelve month period following the termination of the order with a candidate introduced to client by Quality Search XL - and rejected by client - directly for itself or through and/or for third parties, such will result in the immediate obligation to pay by client to Quality Search XL of the total intermediation fee agreed in the order confirmation.
3. In the case of a search assignment where Quality Search XL approaches candidates on behalf of the client, Quality Search XL will charge a success fee (if agreed) on all candidates approached by QSXL who sign an employment contract with the client within 12 months after the termination of the assignment.



Article 11 **Liability**

1. Quality Search XL can never be held liable for damage and/or losses including consequential damage as a result of acts or omissions by a candidate introduced by Quality Search XL with whom the client directly for itself and/or through or for third parties, (partly) as a result of the execution of the order by Quality Search XL, has entered into an employment relationship in any form whatsoever.

Article 12 **Applicable law and jurisdiction clause**

1. These terms and conditions and all quotations and orders to which they relate are subject to Netherlands law.
2. All disputes arising from or connected to the order is exclusively subject to the judgment of the competent court at Utrecht.

22.06.2018 Quality Search BV