

General Terms and Conditions

Keser Recruitment B.V.

Article 1 – Principles of the Cooperation

Keser and Client work together based on partnership, trust, and a shared goal: sustainably strengthening organizations and careers. These general terms and conditions provide a clear and balanced framework for this purpose.

Article 1A – Definitions

In these general terms and conditions, the following terms shall have the following meanings:

1. **Keser:** Keser Interim & Recruitment B.V., established in 's-Hertogenbosch, the Netherlands.
2. **Client:** Any natural person or legal entity that enters into an agreement with Keser.
3. **Framework Agreement:** The overarching agreement between Client and Keser setting out the overall arrangements regarding the cooperation.
4. **Agreement:** Any agreement between Keser and Client relating to recruitment services, interim assignments, secondment-to-permanent (“deta-vast”) arrangements, advisory assignments, Academy activities, or other services.
5. **Assignment Agreement:** The agreement drawn up specifically for one Assignment, containing additional information about the Assignment. An assignment description and any other arrangements recorded therein apply as agreed in the framework agreement or these general terms and conditions.
6. **Assignment Confirmation:** A written confirmation of an assignment, containing specific information for one particular assignment; not a separate agreement, but a confirmation forming part of the framework agreement.
7. **Candidate:** Any person put forward or placed by Keser with Client.
8. **Participant:** A person who takes part in a workshop, training, course, or masterclass of the Keser Academy.
9. **Deta-vast (Secondment-to-Permanent):** An arrangement whereby a candidate first works for Client on a temporary basis and, after a previously agreed period, enters into employment with Client.
10. **Interim Assignment:** A temporary assignment with a Client that is filled by an employee of Keser (whether or not also employed by Keser or by its partner All About Flex) or by a self-employed professional without personnel.
11. **Academy:** All training courses, education programs, workshops, and masterclasses offered by Keser, as well as complete onboarding or learning pathways.
12. **Training:** A course provided by Keser in the form of a workshop, masterclass, or training program. Where this agreement uses the term “training”, this also means workshop, course, and/or masterclass.
13. **Exclusivity:** Assignment(s) that are granted exclusively and solely to Keser. Keser directs the entire Assignment with Client. In that case, the term “candidates” is understood more

broadly and also includes candidates who entered the selection procedure other than through Keser's own sourcing.

14. **AI:** Artificial Intelligence and the manner in which Keser deploys AI (tooling) in accordance with the applicable legislation established for that purpose (including, among others, the AI Act).

Article 2 – Cooperation and Applicability

1. Keser and Client enter into a cooperation based on trust, transparency, and mutual respect.
2. These general terms and conditions apply to all offers, quotations, agreements, and services of Keser.
3. Deviations from these terms and conditions are only valid if agreed in writing between the parties in an agreement.
4. The applicability of any general terms and conditions of Client is expressly rejected.

Article 3 – Services

1. Keser supports organizations with involvement and expertise in:
 - Recruitment in the broad sense: recruitment and selection for permanent positions;
 - Temporary and secondment-to-permanent ("deta-vast") arrangements;
 - Interim assignments;
 - Advisory assignments, in particular in the field of recruitment, recruitment and selection, strategic workforce planning, learning & development, and flexible labor, and all related legislation;
 - Education and training via the Keser Academy.
2. All services are performed on a best-efforts basis (inspanningsverbintenis), unless expressly agreed otherwise.

Article 4 – Formation of the Agreement

1. An agreement is formed once both parties have signed the agreement in writing/digitally, or as soon as Keser has commenced performance of the assignment.
2. Quotations are without obligation, unless stated otherwise, and are valid for 14 days.

Article 5 – Fees and Payment

1. Client owes the agreed fee for the services rendered.
2. Invoicing takes place on the basis of the arrangements made in the framework agreement or the assignment agreement. Any arrangements deviating therefrom are only valid if agreed in writing by both parties, for instance in an assignment confirmation or quotation.
3. Keser applies a payment term of 14 days from the invoice date.
4. If the payment term is exceeded, Keser applies an active collection policy. After sending two reminders (within 30 days of the invoice date), Keser shall be entitled to charge statutory commercial interest and collection costs.
5. Keser is entitled to suspend its work for as long as Client remains in default of payment.

Article 6 – Recruitment and Selection

1. A placement is deemed to have been achieved once a Candidate has signed an employment agreement with Client.
2. If a Candidate leaves Client's employment within 3 months after the commencement of the employment agreement, the parties shall consult with each other to reach a solution satisfactory to all parties regarding any new recruitment and the terms applicable thereto. Particular importance is attached to the foreseeability of, and the reason for, the departure.
3. If it appears within three months after commencement of the work that the Candidate does not meet the job requirements of the position for which Keser recruited the Candidate, the parties shall first discuss a possible improvement plan, including input from the Keser Academy, and shall actively enter into and remain in consultation about a possible solution.
4. Any specific guarantees or replacement arrangements shall only apply if agreed in writing.

Article 7 – Secondment-to-Permanent (“Deta-vast”) Arrangements

1. For secondment-to-permanent arrangements, Keser works together with All About Flex. All About Flex provides the back office for the secondment arrangement. Candidates enter into employment with All About Flex. All About Flex is affiliated with the NBBU collective labor agreement (CAO), is NEN 4400-1 certified, and complies with the SNA Standards Handbook.
2. Keser is and remains responsible for the placement and field management, as well as the relationship management, of Client. Any deviating or additional terms must be agreed in writing in the specific agreement between Client and Keser.
3. Taking over a Candidate by Client before the end of the agreed period is only permitted against payment of a previously agreed buy-out sum.

Article 8 – Interim Assignments

1. For interim assignments, Keser places its own employees, whether or not through third parties, or self-employed professionals without personnel. Keser always discloses how the chain is structured in the case of interim assignments.
2. Keser ensures a proper match and is responsible for the placement and field management, as well as the relationship management, of Client. Any deviating or additional terms must be agreed in writing in the specific agreement between Client and Keser.
3. A prohibition applies on hiring the interim professional for a period of 12 months after the end of the specific interim assignment.
4. Taking over an interim professional by Client before the end of this agreed 12-month period is only permitted with Keser's consent and against payment of a previously agreed takeover fee.

Article 9 – Advisory Assignments

1. Keser performs advisory assignments to the best of its knowledge and ability. For this purpose, Keser works with its own consultants and a flexible pool of self-employed professionals. Keser is always transparent about who carries out the advisory assignments.
2. Keser is not liable for decisions or results that Client bases on the advice provided, but stands for the quality of the consultants it deploys.

Article 10 – Academy

1. Keser has its own Keser Academy and cooperates with New Heroes with regard to the e-learning environment.
2. The Academy works with its own learning and development specialist and with external trainers, instructors, and/or experts.
3. In the case of registration for an Academy training, participation is only confirmed once the outstanding invoice for the relevant training has been paid.
4. Cancellation by Client is possible on the basis of the cancellation terms applicable to the relevant training. If no cancellation terms have been established for the specific training, cancellations made within 48 hours of the training date entail a 100% payment obligation. Keser may deviate from this, but only if confirmed by Keser in writing/digitally.
5. Keser reserves the right to change or cancel Academy activities in the event of insufficient participation. The minimum number of participants is, in principle, stated per training or course. Keser will first determine a new date in consultation with the Client(s)/participants. If this cannot be arranged, or is not desired, it may be decided in mutual consultation to refund amounts paid within 30 days after cancellation, less any (non-refundable) costs already incurred for the training.

Article 11 – Liability

1. Keser's liability is limited to the amount paid out under its liability insurance.
2. *If no payment is made under the insurance, liability is limited to 50% of the invoice amount of the relevant assignment.*
3. Keser is never liable for indirect damage, including consequential damage and loss of profit.

Article 12 – Confidentiality, Privacy and GDPR

1. The parties shall treat all confidential information obtained by them in the context of the cooperation as strictly confidential.
2. Keser processes personal data in accordance with the General Data Protection Regulation (GDPR).
3. Keser takes appropriate technical and organizational measures to protect personal data.
4. Client warrants that all personal data provided by it have been lawfully obtained and may be shared with Keser.
5. Further information on the processing of personal data is set out in Keser's privacy statement.
6. The parties are obliged to maintain the confidentiality of confidential information.
7. Keser processes personal data in accordance with applicable data protection legislation (GDPR).

Article 13 – Use of AI by Keser

1. Keser uses AI tools to support its service provision. The use of AI is solely of a supporting nature.

2. In the context of recruitment and selection, decisions regarding the suitability, nomination, and selection of candidates are always made by Keser's own people.
3. Keser deploys AI in an honest, transparent, and careful manner. The deployment of the AI tools is aimed at preventing unwanted bias and discrimination and is periodically evaluated for quality, reliability, and compliance with applicable laws and regulations, including the EU AI Act.
4. Keser follows developments in the field of AI and relevant laws and regulations, such as the EU AI Pact, and adapts its use where necessary in order to continue complying with applicable requirements.
5. When using the AI tools, personal data are processed in accordance with applicable laws and regulations, as referred to, among other things, in Article 12 of these general terms and conditions.

Article 14 – Non-Circumvention and Business Relationship Protection

1. Client may not, for a period of twelve months after Keser has introduced a Candidate or interim professional to Client or brought that person into contact with Client, enter into an employment, assignment, hiring, secondment or other working relationship with that person directly, through a third party or otherwise outside Keser, unless Keser has given its prior written consent.
2. If such a relationship is nevertheless established during this period, Client shall owe Keser the fee that would have applied to a regular placement, assignment or transfer. If no specific fee has been agreed, the parties shall determine the fee by reference to Keser's customary rates for the relevant service.
3. This Article also applies where the person is engaged in another position, through an affiliated company of Client or through a third party.

Article 15 – Intellectual Property Rights

1. All intellectual property rights in reports, advice, models, methodologies, templates, presentations, training materials, AI prompts, documentation and other materials developed or made available by Keser shall remain vested in Keser or its licensors, unless expressly agreed otherwise in writing.
2. Following full payment, Client shall receive only a non-exclusive, non-transferable right to use such materials internally within its own organization and for the purpose for which the materials were provided.
3. Without Keser's prior written consent, the materials may not be reproduced, disclosed, commercially exploited, provided to third parties or used to develop or train competing services, models or training programmes.
4. Materials and data provided to Keser by Client before or during the assignment shall remain the property of Client or the original rights holder.

Article 16 – Assessment of Candidates and Acts of Third Parties

1. Client shall at all times remain responsible for the final assessment and selection of a Candidate or interim professional and for the decision to enter into an employment, assignment or other working relationship with that person.
2. Client is responsible for carrying out any checks it considers necessary, including checks concerning identity, references, qualifications, certificates, work experience and any statutory or role-specific requirements, unless it has been expressly agreed in writing that Keser will perform a specific check.

3. In providing its services, Keser may rely on the accuracy and completeness of information supplied by Candidates, interim professionals, Client or third parties, unless Keser knows or reasonably should know that such information is inaccurate or incomplete.
4. Keser shall not be liable for any act or omission of Candidates, interim professionals, Participants or third parties engaged by Client, except to the extent that the loss is the direct result of an attributable failure by Keser. The limitations set out in Article 11 shall continue to apply in full.

Article 17 – Complaints and Expiry of Claims

1. Complaints concerning performance of the Agreement or an invoice must be submitted to Keser in writing, with sufficient reasons, as soon as possible and no later than thirty days after Client discovered or reasonably should have discovered the alleged shortcoming.
2. A complaint shall not suspend Client's payment obligations unless Keser confirms otherwise in writing.
3. Client shall allow Keser to investigate the complaint and, where possible, to provide an appropriate remedy within a reasonable period.
4. Any claim or right of action of Client against Keser shall expire no later than one year after Client became aware or could reasonably have become aware of the event on which the claim or right is based, unless mandatory law requires a longer period.

Article 18 – Force Majeure

1. Force majeure means any circumstance beyond Keser's reasonable control that wholly or partly prevents performance of the Agreement or as a result of which performance cannot reasonably be required of Keser.
2. Force majeure includes illness or unavailability of essential employees or contractors, epidemics and pandemics, war, terrorism, strikes, fire, natural disasters, government measures, failures of energy, internet, telecommunications, cloud or IT services, cyber incidents, and the failure or material alteration of suppliers, platforms or AI services used by Keser.
3. During a force majeure event, Keser's obligations shall be suspended without liability for damages. Keser shall inform Client as soon as reasonably possible of the force majeure event and its expected consequences for performance.
4. If the force majeure event continues for more than sixty days, either party may terminate the unperformed part of the Agreement in writing without liability for damages. Work already performed and costs already incurred shall remain payable.

Article 19 – Termination

1. Interim termination of the agreement does not release Client from payment obligations for work already performed.

Article 20 – Applicable Law and Disputes

1. Dutch law applies to all agreements.
2. Disputes shall be submitted to the competent court of the district of 's-Hertogenbosch.