



## GENTIS S.A./N.V. General Terms

**1. Scope of application:** These General Terms apply to any offer, order and agreement relating to the introduction, selection and assistance with the recruitment of staff by Gentis S.A./N.V. (Gentis), to the exclusion of any terms established by the customer. They may be supplemented or amended by special conditions, which in case of conflict with these Terms shall prevail.

**2. Accreditation and code of ethics:** Gentis acts in accordance with legal provisions governing activities of job market intermediation. Gentis complies with the codes of conduct established by these entities as well as with the Federgon code of ethics.

**3. Object:** Gentis acts as a service provider, on request or at its own initiative, to introduce one or more persons (the Candidate) to any person seeking the services of Gentis (the Customer). The Customer is responsible for providing Gentis in a timely manner with all information as needed for the proper provision of its services. The data and information provided by Gentis to the Customer concerning any Candidate are given as-is, on the basis of the information received by Gentis. It is the Customer's responsibility to check, vis-a-vis its expectations, the accuracy of the information provided and the Candidate's qualifications, aptitudes, medical and applicable legal requirements [such as work permits] (non-exhaustive list). Gentis shall check the Candidate's references in order to obtain information regarding his/her qualifications, skills and experience. Gentis offers referral services only and therefore offers no guarantee as to the Candidate's suitability, whether in terms of technical qualifications or otherwise. A Candidate is deemed introduced (the Introduction) when Gentis provides the Customer with any information concerning the Candidate. The Customer agrees to treat the Candidate and the information provided appropriately and with due care, particularly with regard to the protection of privacy and rules of non-discrimination in hiring. An Introduction becomes effective when a Candidate is hired on a temporary or permanent basis, within 12 months following the Introduction. The Customer shall notify Gentis of the hire of a Candidate within 7 calendar days of such hire. If the employment contract is terminated or cancelled before the Candidate's start date, for whatever reason, the Customer shall pay an indemnity for costs in an amount of €5,000, without prejudice to Gentis' right to provide evidence of damages of greater value.

**4. Fees:** Gentis' fees correspond to a fixed amount or a percentage of the Candidate's gross annual earnings for the first year of employment, including but not limited to (double) holiday allowances, all bonuses or commissions, benefits related to the use of a vehicle, travel allowances and other benefits granted to the Candidate, as reflected in his/her personal account or any other equivalent document (the Reference Salary). If the Candidate is hired as an independent contractor, all income, benefits, profits and additional benefits awarded to him/her during the first 12 months of service shall be considered.

The Customer shall provide Gentis with a copy of the employment contract offer signed by the Candidate or, failing that, a sworn statement by the Customer containing all and any details concerning the financial conditions and benefits as accepted by the Candidate, as well as the planned start date. Gentis' fees are calculated as follows:

<u>Reference Salary</u>	<u>Flat rate or percentage of earning</u>
€ 0.00 to € 34,999.99	€ 8,000
€ 35,000 to € 59,999.99	25% of Reference Salary
€ 60,000 and above	28% of the Reference Salary

Gentis' fees are payable on the Candidate's signature of contract, notwithstanding any trial period. If Gentis is not informed of a Candidate's signature of contract, a fee of 50% of the Reference Salary shall be owed by the Customer.

**5. Warranty:** In the event the Candidate's employment contract is terminated – due to obvious inadequate qualifications compared to the desired profile or due to acknowledged misconduct on the part of the Candidate – within 8 weeks of his/her start date, Gentis shall replace the Candidate with another Candidate at no charge within 4 months of the notice received from the Customer. If the Customer has not replaced the Candidate during this period, Gentis shall in such a case reimburse the Customer 7,5% of the fees collected by Gentis, up to a maximum of 60%, for each full week during which the Candidate does not provide services. However the Customer shall have no right to replacement or refund if (i) Gentis' fees have not been paid in full and/or within 14 calendar days following issuance of the invoice, (ii) Gentis has not been notified

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within 14 days of the termination of the Candidate's employment contract, mentioning the reasonable grounds for the termination or (iii) if the employment contract was terminated without cause or for financial reasons, misconduct, bankruptcy, liquidation, judicial reorganization on the part of the employer or any other cause attributable to the employer.

**6. Retained search assignment:** In case of a retained search assignment, Gentis' fees shall correspond to 25% of the Reference Salary (expected, if necessary) and are billed and payable as follows: (i) non-refundable advance payment, corresponding to 25% of fees, at the time of signing of the retained search assignment by the Customer, (ii) second advance payment of 25% of fees, upon introduction of the selected Candidates by Gentis to the Customer, and (iii) the remaining 50% of fees on the Candidate's signature of the contract with the Client, or at the latest 12 months following the signing of the retained search assignment.

**7. Payment terms:** All of Gentis' invoices are payable 14 days after invoice receipt on Gentis bank account. In case of non-payment of all or part of an invoice at maturity, interest of 12% per annum, with each month started being considered a full month, shall be charged as of right and without notice. Moreover, any invoice not paid in full at maturity shall be increased as of right and without notice by a flat-rate amount of 15%, with a minimum of €1,500, without prejudice to any other fees or indemnities. Any claim relating to an invoice must be sent by registered mail within 7 calendar days following the invoice's date of issuance. Upon expiry of this period, no further claims shall be admissible. A claim may under no circumstances justify suspension of payment.

**8. Limitation of Liability of Gentis:** Unless specified otherwise, Gentis' obligations shall be obligations of due care (*'obligations de moyen'*). Gentis may not be held liable, directly or indirectly, with respect to the Customer if none of the Candidates introduced to the Customer is selected by the latter. Gentis shall in no way be a party to the employment contract concluded between the Customer and the Candidate.

Gentis cannot in any case be held liable for any errors of assessment (i) as to the Candidate's references, qualifications, skills, personality and experience, (ii) as to his/her compliance with the various legal and medical requirements in order for the Candidate to perform his/her work or (iii) any consequences related to the use of false or incorrect information by the Candidate.

To the fullest extent permitted by applicable law, and except in cases of gross negligence or fraud, the total liability of Gentis arising from its relationships with any customer shall be expressly limited to the price actually paid by the Customer for the Candidate concerned or, alternatively, a lump sum of € 15,000. This limitation of liability, a prerequisite for the commitment of Gentis, shall apply regardless of whether the acts or negligence are committed by Gentis or its subcontractors, regardless of the system of liability applicable, including, but not limited to, contractual liability, tort liability, strict liability, etc.

The Customer undertakes to indemnify and hold harmless Gentis, its representatives, employees, partners, and/or any third party against any damage, claim or demand from others (e.g. the Candidate, his/her previous employer) due to the relationship between the Candidate and the Customer. This warranty shall cover any compensation due and any court costs, within reasonable limits.

**9. Confidentiality:** The Customer may in no way transmit to third parties any data about the Candidates or refer the latter to any third parties. The Customer shall respect the confidentiality of any Introduction, especially in the interest of the Candidate. In case of breach of this clause by the Customer resulting in the recruitment of the Candidate by any third party (including any company partnered or affiliated with the Customer or with whom the Customer has relations), the Customer shall be liable for fees up to 50% of the Reference Salary.

**10. Non-poaching:** Throughout the contract term, and for a period of 12 months following the Candidate's start date, the Customer agrees not to (attempt to) hire, directly or indirectly, any employee of Gentis, subject to a lump-sum penalty of € 25,000 per employee concerned, without prejudice to compensation for any loss of greater value.

**11. Miscellaneous:** The fact that a party does not claim a specific right or has not temporarily exercised a right shall not result in the waiver of such right. The invalidity of any clause or part of a clause in these Conditions shall not affect the other clauses or parts of clauses, and the clause or part of a clause in question shall be, to the extent possible, replaced by a valid provision with equivalent economic effect. These Terms shall bind the Customer and its rightful claimants, if any.

**12. Applicable law and jurisdiction:** These General Terms, and any disputes relating thereto, shall be subject exclusively to Belgian law. Any dispute arising from these Terms which cannot be resolved amicably between the Parties shall be subject exclusively to the courts of the district of Brussels, Belgium. Only the French version of these General Terms shall be considered official.

This contract is concluded for a period of two years, renewable by tacit agreement if either party does not report an objection within a period of one month before the end of the contract.

