Bullion Talent – General Terms and Conditions

General terms and conditions of Ronald Knuit Consultancy, trading as Bullion Talent, Chamber of Commerce no. 37161853, established in Haarlemmermeer, the Netherlands. In case of any difference with the Dutch text, the Dutch text prevails.

Article 1 Definitions

1. **Bullion Talent:** Ronald Knuit Consultancy, Chamber of Commerce no. 37161853, established in Haarlemmermeer, the Netherlands, trading as Bullion Talent.
2. **Client:** any natural or legal person who gives Bullion Talent an assignment, or to whom Bullion Talent introduces a Candidate, even if no assignment has been given. This includes all companies affiliated with the Client, in the Netherlands and abroad, including parent, subsidiary and sister companies.
3. **Candidate:** any person whom Bullion Talent introduces to the Client, whether named or anonymous.
4. **Introduction:** any way in which Bullion Talent brings a Candidate to the Client's attention, including sharing an anonymous or full profile or CV, mentioning the name, or arranging a meeting.
5. **Executive search:** actively searching for, approaching and assessing candidates for a (senior) position on the Client's instructions.
6. **Placement:** any situation in which a Candidate starts working for the Client, directly or through third parties, on any basis (employment, contract, interim, freelance or otherwise).

Article 2 Applicability

1. These terms apply to every offer, quotation, assignment and Introduction of a Candidate by Bullion Talent, unless the parties agree otherwise in writing.

2. The Client's purchasing or other terms do not apply.
3. Bullion Talent provides these terms no later than at the first Introduction of a Candidate. By considering an introduced Candidate or requesting further information, the Client accepts these terms.

Article 3 Quotations

1. Quotations are without obligation and valid for 30 days, unless stated otherwise.
2. All amounts are exclusive of VAT.
3. A quotation does not automatically apply to future assignments.

Article 4 The assignment

1. Bullion Talent works on a best-efforts basis and introduces Candidates to the best of its knowledge and in accordance with good professional practice.
2. The Client is responsible for its choice of Candidate. Bullion Talent is not liable if a Candidate does not meet expectations.
3. The Client may end an assignment at any time. Obligations regarding Candidates already introduced remain in force.
4. Bullion Talent may have work carried out by third parties. Articles 7:404, 7:407(2) and 7:409 of the Dutch Civil Code do not apply.

Article 5 Introducing candidates

1. A Candidate is deemed introduced by Bullion Talent from the moment of the first Introduction, even if this is anonymous and the Client later identifies the Candidate itself or learns the Candidate's identity in another way.
2. This also applies if Bullion Talent introduces a Candidate without an assignment or an open vacancy.
3. If the Client already knows an introduced Candidate from an ongoing or recent (less than 6 months old) recruitment process, it reports this in writing, with evidence, within 5 working days of the Introduction. Without timely notice, the Candidate is deemed introduced by Bullion Talent.
4. The Client does not contact an introduced Candidate directly, outside Bullion Talent, unless Bullion Talent agrees in writing.

Article 6 Fees

1. For a Placement on a success-fee basis, the Client pays a fee of 25% of the Candidate's gross annual income in the first year, with a minimum of EUR 25,000, exclusive of VAT, unless otherwise agreed in the engagement letter.
2. Gross annual income includes:
    a. fixed pay: salary, holiday allowance, thirteenth month and fixed allowances;
    b. variable pay: bonus, commission or profit share, based on the agreed maximum, or failing that 25% of fixed pay;
    c. a company car or car allowance, valued at EUR 12,000 per year, unless a higher value has been agreed;
    d. on a contract, interim or freelance basis: the expected fees over the first 12 months.
3. The fee is also due if the Placement takes place within 12 months of the Introduction, regardless of whether there was an assignment, whether the assignment has ended, in which position the Candidate starts, and whether the Placement is made directly, through third parties or through an affiliated company.
4. **Retained search:** for an exclusive search assignment, the fee is 30% of gross annual income, with the same minimum as in paragraph 1, unless otherwise agreed in the engagement letter. It is invoiced in three equal instalments: at the start, at presentation of the shortlist and at the Placement. The first two instalments are non-refundable. The minimum in paragraph 1 serves as the basis until the final annual income is known.
5. **Early termination of a retained search:** if the Client ends the assignment early, or fills the position with its own or an internal candidate, the instalments already invoiced remain due. If the Client nevertheless hires a Candidate introduced by Bullion Talent within 12 months of termination, the full fee is due.
6. **Expenses:** travel and accommodation costs for the assignment, such as travel abroad, and third-party costs, such as assessments, are charged at cost after the Client's prior approval.
7. **Fractional talent partner:** for a collaboration based on a monthly fee, the terms of a separate agreement apply. These terms apply to it insofar as that agreement does not provide otherwise.
8. The Client informs Bullion Talent of a Placement and the agreed annual income within 5 working days.

Article 7 Guarantee

1. If employment ends within 3 months of the start date at the Candidate's initiative, or through dismissal for reasons attributable to the Candidate, Bullion Talent will search once for a replacement for the same position free of charge.
2. Bullion Talent presents new Candidates within 3 months of the written notification. The Client cooperates by responding promptly and scheduling interviews.
3. If Bullion Talent cannot present a suitable Candidate within that period, the Client receives a credit of 50% of the fee paid, to be used for a new assignment within 12 months. No cash refund is made.
4. The guarantee does not apply in the event of a reorganisation, a change to the position or circumstances attributable to the Client. It applies only if the fee has been paid in full and on time and the departure is reported in writing within 10 working days.

Article 8 Payment

1. Payment is due within 14 days of the invoice date. The fee is invoiced on the date the Candidate signs the employment contract or engagement.
2. If payment is late, the Client is in default without notice and owes interest of 1% per month, with part of a month counting as a full month.
3. The Client reports any objection to an invoice in writing, with reasons, within 14 days of the invoice date. An objection does not suspend the obligation to pay.
4. The Client may not set off or suspend payment.
5. Collection costs are borne by the Client, set at 15% of the outstanding principal including interest, with a minimum of EUR 500.

Article 9 Candidate privacy

1. The Client uses Candidate data only for the selection for which it was provided and processes it in accordance with the GDPR.
2. The Client does not share Candidate data with third parties and deletes it within 4 weeks of it becoming clear that the Candidate will not be hired, unless the Candidate consents to longer retention.
3. Bullion Talent shares a name or full CV only with the Candidate's consent.

Article 10 Confidentiality

1. The parties keep confidential information about each other, about Candidates and about the assignment secret, unless disclosure is necessary to carry out the assignment or required by law.
2. Information provided by Bullion Talent is intended solely for the Client.

Article 11 Liability

1. Bullion Talent is not liable for damage resulting from incorrect or incomplete information provided by the Client or a Candidate.
2. If Bullion Talent is nevertheless liable, its liability is limited to the amount invoiced for the assignment concerned.
3. This limitation does not apply in the event of intent or gross negligence on the part of Bullion Talent.
4. The Client indemnifies Bullion Talent against third-party claims related to the assignment, unless the damage is attributable to Bullion Talent.

Article 12 Governing law and disputes

1. All agreements with Bullion Talent are governed by Dutch law, even if the Client is established abroad. The Vienna Sales Convention does not apply.
2. Disputes are submitted to the competent court in the district of North Holland (Noord-Holland).

Article 13 Final provisions

1. If a provision is void or annulled, the remaining provisions remain in force. The parties then agree on a replacement provision that comes as close as possible to the purpose of the original.
2. In case of ambiguity about interpretation, the purpose of these terms prevails.
3. In case of any difference between the Dutch text and a translation, the Dutch text prevails.