

## **GENERAL TERMS AND CONDITIONS**

### **Recruitment & Selection with Maritime Professionals**

**2026**

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## 1. DEFINITIONS

Client: the natural or legal person who engages Maritime Professionals to recruit and select a candidate for its organization.

Maritime Professionals: established in Steenwijk, operating under the name Maritime Professionals, acting as an intermediary between the Client and the Contractor and between the Client and the Candidate.

Assignment: the agreement relating to recruitment and selection services commissioned by the Client to Maritime Professionals.

Assignment Confirmation: the written confirmation sent to the Client following a request for recruitment and selection of a candidate, confirming the Assignment for the provision of intermediary services. The Assignment Confirmation shall include at least a description of the vacancy, the duration of the Assignment, the recruitment and selection fee(s), and expenses.

Candidate: the person involved in the recruitment and selection process conducted by Maritime Professionals for the Client.

Recruitment Fee: the remuneration due for the services as stated in the Assignment Confirmation.

Parties: the Client and Maritime Professionals.

Placement: the moment at which the Client, for itself or for third parties with whom the Client is organizationally or economically affiliated, enters into an employment relationship with a Candidate introduced or proposed by Maritime Professionals.

Open Proposal: the non-binding introduction of a Candidate by Maritime Professionals to the Client without the Client having issued an Assignment to Maritime Professionals.

## 2. APPLICABILITY

- 2.1 These general terms and conditions apply to all offers, candidate proposals (including verbal proposals), quotations, Assignments, and agreements regarding recruitment and selection entered into by or with Maritime Professionals.
- 2.2 Any terms and conditions of the Client are hereby expressly declared inapplicable.
- 2.3 The Assignment, including these general terms and conditions and the documents and appendices referred to therein, supersedes all prior agreements (including verbal agreements). Amendments shall only be valid if agreed upon in writing between the Client and Maritime Professionals.

- 2.4 Any deviations from these General Terms and Conditions must be specified in the Assignment.
- 2.5 Dutch law shall apply to all agreements, offers, or acts of Maritime Professionals governed by these terms and conditions, irrespective of whether the Client and/or the Candidate is established or resident abroad.
- 2.6 If any provision of these general terms and conditions or the Assignment is found to be invalid, unlawful, or unenforceable, this shall not affect the validity of the remaining provisions. In such event, the Parties shall promptly consult to agree on a replacement provision, which shall be recorded in an addendum.

### 3. PERFORMANCE OF THE ASSIGNMENT

- 3.1 The introduction of a Candidate by Maritime Professionals constitutes an offer to enter into an agreement subject to these General Terms and Conditions. This offer shall be deemed accepted by the Client upon the Client requesting additional information about the Candidate or requesting Maritime Professionals to arrange an interview or meeting with the Candidate.
- 3.2. Maritime Professionals shall perform the Assignment with due care. By accepting the Assignment, Maritime Professionals undertakes a best-efforts obligation and shall use reasonable efforts, within the agreed timeframe as stated in the Assignment Confirmation and following the Client's written approval thereof, to select one or more candidates who meet the Client's requirements based on the information provided by the Client.
- 3.3 Maritime Professionals shall include the job description provided by the Client as an appendix to the Assignment Confirmation. The job description shall include at least the following: job title, job content, required education level, required work experience, location, environmental factors (RI&E elements), and desired personal characteristics.
- 3.4 Any agreed timeline shall be indicative only, and Maritime Professionals shall not be liable for any consequences arising from failure to meet such timeline.
- 3.5 Maritime Professionals is entitled to rely on the information provided by the Client and the Candidates and accepts no responsibility for the accuracy or completeness of such information.
- 3.6 The Parties shall apply only criteria relevant to the position and shall not engage in prohibited discrimination on the grounds of religion, belief, political affiliation, gender, race, nationality, sexual orientation, marital status, disability, chronic illness, age, or any other prohibited ground.
- 3.7 The Client shall provide Maritime Professionals with all information relevant to the performance of the services, including, but not limited to, organizational changes, changes in work location, and changes in personnel structure.
- 3.8 Maritime Professionals shall not accept any form of remuneration from any party other than the Client and shall not engage in dual representation.

- 3.9 The Client shall provide all reasonable cooperation necessary for the proper execution of the Assignment, including making sufficient time available for interviews with proposed Candidates. The Client shall provide feedback to Maritime Professionals within five (5) working days following each interview.
- 3.10 The Client shall maintain the strict confidentiality of all Candidate information and shall not use, copy, or disclose such information for any purpose other than the Assignment without the prior written consent of the Candidate(s) and/or Maritime Professionals. See also Article 7: (Privacy).
- 3.11 The Client is solely responsible for the content, terms, and legal consequences of any employment agreement entered into with a Candidate introduced by Maritime Professionals.
- 3.12 A placement or successful mediation shall be deemed to occur when the Client, for itself, though, or on behalf of a third party, enters into an employment or freelance relationship with a Candidate presented by Maritime Professionals in connection with an Assignment or introduction.

#### 4. RECRUITMENT FEE AND COSTS

- 4.1 If the Client, directly or through affiliated third parties, enters into any form of employment or freelance agreement with a Candidate, the Client shall owe Maritime Professionals at least the agreed Recruitment Fee. Should such employment or engagement be terminated within one (1) year due to urgent cause as defined in Article 7:677, paragraph 1 of the Dutch Civil Code, Maritime Professionals shall, upon written request, re-perform the Assignment under the same conditions at no additional cost.
- 4.2 If the Candidate terminates the employment during the probation period, or is demonstrably unsuitable during this period, Maritime Professionals shall use reasonable efforts to recruit a replacement Candidate at no additional Recruitment Fee. Except in such cases, the Recruitment Fee shall remain fully payable by the Client.
- 4.3 The Recruitment Fee shall amount to 25% of the Candidate's gross annual salary\* (based on full-time employment), subject to a minimum fee of €10,000, excluding VAT, per placement.
- \*For the purposes of this calculation, the gross annual salary includes the gross monthly salary, holiday allowance, thirteenth month, allowances, fiscal lease car benefit, guaranteed bonus, and profit sharing.
- 4.4 Costs not expressly included in the Assignment but incurred in its execution—such as (online) recruitment, marketing, psychological tests, assessments, and Candidate travel and accommodation—shall only be invoiced with the Client's prior approval
- 4.5 The Client shall provide the agreed income details prior to the Candidate's first working day. If this information is not provided, is incomplete, incorrect, or late, Maritime Professionals may determine a market-conform gross salary and invoice the Recruitment Fee accordingly.

## 5. INVOICING

- 5.1 Invoices shall be paid within 14 days of the invoice date.
- 5.2 The Client shall pay all invoices in full, without any deduction, withholding, or set-off. No Assignment may be offset against any other Assignment.
- 5.3 If the Client fails to pay within the agreed term, it shall be in default, and statutory commercial interest pursuant to Article 6:119a of the Dutch Civil Code shall be charged. All reasonable costs of collection shall also be borne by the Client.
- 5.4 All costs incurred by Maritime Professionals in connection with the collection of overdue amounts, including legal and extrajudicial costs, shall be borne by the Client. Extrajudicial collection costs shall be at least 15% of the outstanding amount, with a minimum of €5,000.
- 5.5 If an Assignment is issued by multiple Clients, all such Clients shall be jointly and severally liable for the obligations arising from the Assignment.

## 6. TERM AND TERMINATION

- 6.1 An Assignment for a fixed term shall terminate upon the expiration of the agreed term. Any extension of the Assignment shall only be possible by written agreement.
- 6.2 The Client may only terminate an Assignment prematurely by written agreement. In the event of such termination, Maritime Professionals shall remain entitled to the agreed Recruitment Fee and any costs incurred. Any material change to the job profile shall likewise constitute an interim termination.
- 6.3 If the Client enters into an employment or freelance relationship with a Candidate introduced by Maritime Professionals, the Assignment shall terminate, and Article 6.2 shall apply.
- 6.4 Assignments and obligations between the Parties may be terminated if:
  - The Client applies for a suspension of payments;
  - The Client is placed under guardianship;
  - The Client's assets are subject to seizure;
  - The Client is declared bankrupt; or
  - In the sole discretion of Maritime Professionals, the collection of existing or future claims is deemed uncertain.

## 7. PRIVACY

- 7.1 Personal data of Candidates are regularly exchanged between the Parties. Each party shall treat such data as confidential and process it in accordance with the Dutch GDPR (AVG) and any other applicable data protection legislation. The Client shall be responsible for any further processing of such data, and, where applicable, a separate data processing agreement shall be concluded.
- 7.2 The Client shall not use or disclose any Candidate assessment reports without the prior written consent of both the Candidate and Maritime Professionals.
- 7.3 The Client shall not use, share, or otherwise disclose any Candidate assessment reports without the prior written consent of both the Candidate and Maritime Professionals.

## 8. MISCELLANEOUS PROVISIONS

- 8.1 During the Assignment and for a period of 12 months thereafter, Maritime Professionals shall not directly solicit the Client's employees for other positions, unless such approach is initiated by the employee.
- 8.2 If the Client enters into an employment relationship with a Candidate introduced by Maritime Professionals within 12 months after the Candidate was rejected, the full agreed fee shall become immediately payable.
- 8.3 During the Assignment and for a period of 12 months thereafter, the Client shall not hire or engage any current or former employees of Maritime Professionals, subject to an immediately payable penalty of €20,000.
- 8.4 All confidential information exchanged between the Parties shall remain strictly confidential.
- 8.5 All proposals, plans, databases, methodologies, marketing materials, assessments, and tests, whether in tangible or intangible form, shall remain the exclusive property of Maritime Professionals or its licensors, and nothing herein shall be construed as granting the Client any rights, title, or license thereto.
- 8.6 Maritime Professionals shall not be liable for any damages or losses, including consequential damages, resulting from the acts or omissions of a Candidate introduced by Maritime Professionals, with whom the Client enters into any employment or other working relationship, directly or through third parties, whether or not arising from the performance of the Assignment by Maritime Professionals.
- 8.7 These general terms and conditions, including any explanations thereof, and all offers, quotations, and Candidate introductions by Maritime Professionals, as well as the agreement with the Client and any subsequent agreements arising therefrom, shall be governed exclusively by Dutch law, to the exclusion of any other law.

- 8.8 All disputes arising from or in connection with these General Terms and Conditions, their interpretation and execution, as well as all offers, quotations, and introductions made by Maritime Professionals, the Agreement with the Client, and any subsequent agreements based thereon, shall in the first instance be submitted to the competent court in Leeuwarden, the Netherlands.



Place: Steenwijk, The Netherlands

**Jelle Grijpstra**  
CEO

On behalf of the Management of Maritime Professionals B.V.