



Your
Talent
Agency

WE CONNECT EPIC PEOPLE
TO EPIC TECH SCALE-UPS

2022 - Terms & Conditions
English version



Who are we?

We/ Your Talent Agency	Your Expat Agency B.V. Your Recruitment Agency B.V.
Address	Korte Lakenstraat 22rd,2011ZD te Haarlem
Contact	Judith Roetgering & Sacha Martina
Email	judith@yourtalent.agency & sach@yourtalent.agency

Our Vision

We match Epic international talent to tech scaleups in the Netherlands, so they can scale faster. Your Talent Agency sources, recruits, and relocates international tech talent so your teams hit their milestones, your investors stay happy, and you blast your company into the f*cking stratosphere.

General

General

Article 1 Agreement

We source, recruit and relocate. You hire, onboard and scale up.

- 1.1 These conditions apply to our collaboration and the agreements that we enter into with you as a client. This applies to all agreements entered into with our meetings.
- 1.2 We agree to changes to these terms and conditions in writing. This can also be done by e-mail.
- 1.3 We execute agreements independently and at our own discretion. Of course in consultation where necessary.

Article 2 Duration of the agreement

- 2.1 An agreement is deemed to have been entered into for a period equal to the duration of the assignment as included in the agreement and ends after completion of the assignment, unless a different duration is agreed.
- 2.2 If an assignment is extended, this will be recorded in writing. This can also be done by e-mail.

Article 3 Execution

- 3.1 You, the client, provide us with all authority and information necessary for the proper execution of the assignment.
- 3.2 Subcontractors may be engaged by and at our expense for the execution of the assignment, without the prior consent of the client.
- 3.3 In the event that third parties are engaged for the execution of an agreement, the terms and conditions of the agreement and these general terms and conditions are also agreed with the relevant third parties.
- 3.4 Time limits are always indicative. If at any time we foresee that we will not be able to fulfill the obligations in connection with an accepted assignment, or not in a timely manner or properly, we will inform you of this as soon as possible. It does not entitle you to compensation.
- 3.5 We may use the name and/or logo of the client and the result achieved for the client for our own publicity and/or promotion.

What are we going to do

Article 4 Sourcing en recruitment

Your Talent Agency has your back, from A to Z.

- 4.1 We do our best to select the best candidates. However, Your Talent Agency cannot guarantee that the desired result will always be achieved, nor a successful employment relationship after nominating a candidate.
- 4.2 If an agreed job profile is changed during the assignment, Your Talent Agency may no longer be able to carry out the assignment or within the agreed rate or the agreed term. 5% of the gross annual salary of the initial job profile will be charged for a change.

- 4.3 On request, the client will have access to the ATS portal of Your Talent Agency to follow the progress of the work. The client will follow our instructions with regard to this access. The Client can only view data and will not use, copy, make it available to third parties, market or use it in any other way than has been agreed.
- 4.4 If the client acts contrary to the provisions of Article 4.3, the client will owe an immediately due penalty of €15,000.
- 4.5 A placement occurs the moment a proposed candidate enters into an agreement with the client (or an affiliated company) within 6 months of the introduction of a candidate to the client.
- 4.6 The client informs us about every placement of a proposed candidate.
- 4.7 If the agreement referred to in 4.5 is terminated before or during the trial period (by the client or by the candidate), the client will owe 50% of the placement fee.
- 4.8 A placement fee is not due for the placement of persons with whom the client was already in contact before the start of the work for the relevant role profile, and which names the client communicated to Your Talent Agency before the start of the work.
- 4.9 The Client does not owe a placement fee if the Client itself fulfills the position of the agreed role profile. Hours already worked are due and will be charged.
- 4.10 When the client withdraws an assignment, 10% of the gross annual salary of the job profile will be charged.
- 4.11 When the clients changes the assignment, whilst YTA has potential candidates in process, after signing upon the assignment, 5% of the gross annual salary of the job profile will be charged.
- 4.12 At the start of the assignment, a retainer of 50% of the success fee will be charged based on the gross annual salary of the job profile. In the event of a successful placement, the remaining amount will be recalculated on the basis of the employment contract that has actually been agreed upon.

Article 5 RPO (Recruitment Process Outsourcing)

Benefit from our #Epic resources

- 5.1 For a fixed number of hours per week, Your Talent Agency makes available one or more recruitment business partners on behalf of the Client to source, 1st interviews, initiate assessments, schedule and prepare interviews between Client and candidate, stakeholder management and contract discussions.
- 5.2 The client pays a predetermined fee to Your Talent Agency on a monthly basis and afterward.
- 5.3 The Client owes a fee set in advance and in the contract agreement for each placement.

Article 6 Relocation

We're your partner for everything that comes with relocating your international talent

- 6.1 The Client will provide the materials and information necessary for the execution of the agreement in a timely manner.
- 6.2 For costs to be incurred for the relocation work, the first part will be invoiced upon initiation by the Client. This is included separately in the Assignment Agreement.
- 6.3 If the client decides to withdraw an assignment, Your Talent Agency will charge costs already incurred, also to third parties, and the right to reclaim payments already made by the client to the Contractor will lapse.

Article 7 Data Protection

- 7.1 If the processing of personal data is part of the assignment and Your Talent Agency has the role of "processor" as referred to in the General Data Protection Regulation (GDPR), we will agree a further processing agreement with the Client.

Article 8 Remuneration, invoicing and installment payments

- 8.1 Your Talent Agency will send a monthly invoice for the services provided unless otherwise agreed.
- 8.2 Any extra hours or additional assignments will be submitted for approval in advance and calculated afterward at the then applicable rate.
- 8.3 Prices are exclusive of VAT and other levies.
- 8.4 The payment term is 30 days unless otherwise agreed.
- 8.5 Agreed prices can be adjusted annually by Your Talent Agency on 1 January based on the Consumer Price Index (CPI), unless otherwise agreed.
- 8.6 The Client is not entitled to suspend any payment, nor to set off any amounts owed.
- 8.7 If the client does not pay the amounts owed or does not pay it on time, Your Talent Agency can hand over the claim and the client is also obliged to pay all judicial and extrajudicial costs in addition to the total amount owed. Your Talent Agency is also entitled to suspend the further execution of the assignment.

Article 9 Liability

- 9.1 Your Talent Agency is not liable for damage, of whatever nature, caused by Your Talent Agency relying on incorrect and/or incomplete information provided by or on behalf of the client. This also includes errors in the material supplied by the client.
- 9.2 Your Talent Agency is not liable for damage, of whatever nature, caused by the Client providing Your Talent Agency access to its systems for the execution of the agreement. Your Talent Agency cannot be held liable for any errors or problems encountered while using these systems.

- 9.3 Only direct damage which may be suffered by the client as a result of or in connection with the execution of the agreement and which is attributable to Your Talent Agency will be compensated by Your Talent Agency. This damage is limited to the net invoice amount with regard to the delivered delivery and/or services from which any damage has arisen and which invoice amount has actually been paid by the client.
- 9.4 In the event that the damage suffered exceeds the net invoice amount, Your Talent Agency has taken out professional and business liability insurance covering EUR 500,000 per claim for professional liability and EUR 4,000,000 per claim for business liability. Your Talent Agency guarantees that premiums are paid in full and on time. At the request of the Client, Your Talent Agency will submit a copy of these insurance policies to the Client. Any liability of Your Talent Agency is at all times limited to the amount paid out by the insurer under the insurance taken out by Your Talent Agency.
- 9.5 Your Talent Agency is not liable for indirect damage suffered by the Client. Indirect damage, including but not limited to consequential damage, lost profit, lost savings, damage due to business interruption, and/or damage to the image of the client is excluded.
- 9.6 The client indemnifies Your Talent Agency against claims from third parties during or in the context of the execution of the assignment, for which Your Talent Agency is not liable pursuant to these terms and conditions of the agreement.

Article 10 Confidentiality

- 10.1 Confidential information is treated confidentially, during but also after the end of the agreement.

Article 11 Intellectual property

- 11.1 All intellectual property rights remain with the party to which they belong.
- 11.2 Your Talent Agency reserves the copyright and all other intellectual property rights in the working methods, ideas, designs, advice, and documentation it uses, including reports, regardless of the share of the client or third parties in the creation thereof.

Article 12 Non Application

- 12.1 We will not approach placed candidates for whom a placement fee has been paid by the client for another client.
- 12.2 Also, during the term of the agreement and for one year after the end of the agreement, we will not approach other employees of the client for an assignment from another client.

Article 13 Termination of agreement

- 13.1 The parties may terminate the agreement prematurely by registered letter with due observance of a notice period of three months. Services that have already been performed must of course be paid for.
- 13.2 Each of the parties has the right to prematurely terminate the agreement with immediate effect, without being liable for compensation if:
1. the other party seriously fails to comply with the agreement and this is not rectified within four weeks of written notification;
 2. the other party invokes force majeure and the force majeure period has lasted longer than three months, or as soon as it is established that this period will last longer than three months;
 3. The other party has applied for a moratorium, the other party has been declared bankrupt or liquidated or an administrator has been appointed.



Article 14 Force Majeure

14.1 Your Talent Agency is not obliged to fulfill any obligation under the agreement if it is hindered by a circumstance that cannot be attributed to it. This also includes government measures, accidents, canceled flights, pandemic-related circumstances or failure to provide us with the necessary documents.

14.2 Any damage is not eligible for compensation. Services that have already been performed will be invoiced.

Article 15 Choice of law

15.1 Dutch law applies to this agreement. Any disputes will be submitted to the court in Amsterdam.

Haarlem, January 2022

