



Terms of agreement

THIS AGREEMENT (hereinafter the "Agreement"), dated ___ _____ ____ ("Effective Date") is made by and between:

Indigo Infra BV, registered with chamber of commerce id 60212675, duly represented by her authorized directors Jaap van Goch and Willem ter Harmsel (hereinafter referred to as "Indigo")

and

"Client" registered with Chambre of commerce id _____, hereby duly represented by "Hiring manager" (hereinafter referred to as "Client")

1. Service

The service Indigo will provide to Client is the active recruitment for the agreed role(s). To realize this Indigo will actively search, select, meet and propose candidates.

2. Method

The search for C-Level candidates, Heads of development or VP Engineering typically takes us between 3 and 4 months to complete and consists of 4 steps.

- 1) Before commencing the search we invest ample time to speak to all stakeholders in the recruitment process. We would like access to C-level, HR department, CTO, Head of Development, and lead engineers. This gives us a 360 overview and helps create our hiring plan;
- 2) Upon agreement on the roles and hiring plan, we commence our search. Typically, we speak with 20 – 25 candidates per role in our offices and introduce 5 – 6 suitable candidates;
- 3) We plan evaluation moments after our clients have completed the interviews with the first 2 candidates. We do this to make sure all stakeholders in the process are satisfied with the candidates;
- 4) After placement of the candidates, we like to be kept in the loop to help onboard our candidates.

3. Fees

The fee that Indigo will charge for the recruitment of candidates is a 35% of the employees yearly contractual base salaries including holiday pay (12,96 x monthly base salary).

- 1/3 of the total fee will be paid upon the signing of this contract based on the estimated yearly salary;
- 1/3 of the total fee will be paid upon the signing of the employee-contracts;
If the estimated salary deviates from the contractual salary, the settlement of the difference in fee of the first two parts will also take place at this time;
- 1/3 of the total fee will be paid by the end of the probation period.



4. Guarantee

If a candidate leaves the Client within 6 months after the start of his employment at Client, Indigo will not invoice the last fee, and will repay the 2nd fee. Indigo will then resume searching for a new candidate under the stated conditions.

5. Non-exclusivity

The relationship hereby created by this Agreement between the parties is exclusive for the duration of the agreement. Candidates that approach the client directly, will be introduced by the client to Indigo and become part of Indigo's recruitment process. The fee for candidates that approach the client directly before Indigo has them in their recruitment process, will be half of the above fee.

6. Termination of Agreement

This Agreement shall be in effect as of the Effective Date and shall remain valid for an indefinite period. Notwithstanding the foregoing, either party shall have the right to terminate this Agreement at any time upon giving thirty (30) days notice in writing to the other party.

7. Dispute Resolution and Governing Law

This Agreement shall, in all respects, be interpreted, construed and governed by the laws of The Netherlands.

- Where any dispute arises under this Agreement the parties shall immediately enter into *bona fide* discussion in order to resolve such dispute amicably.
- If such dispute cannot be resolved or settled informally, upon the initiative of either party such dispute shall be submitted to the non-exclusive jurisdiction of the competent court of Amsterdam, The Netherlands for resolution.

8. Other

- All invoices are to be paid within 14 days
- All amounts are exclusive of VAT

Client

Hiring Manager

Indigo Infra B.V.

Jaap van Goch / Willem ter Harmsel

Amsterdam, _____

Amsterdam, _____