

## Person of Interest Recruitment

# General Delivery Terms - Recruitment & Selection

English working version for UAE website use. References to governing law, forum, and company location have been adapted for Dubai and the United Arab Emirates. This document contains the text of the General Terms and Conditions used by Person of Interest Recruitment and applicable to all current and future quotations, requests, assignments and agreements between Person of Interest Recruitment and its clients. Person of Interest Recruitment is registered with the Chamber of Commerce in Amsterdam under number 96482621. If and insofar as Person of Interest Recruitment carries out one or more of the activities listed below and an agreement is concluded between Person of Interest Recruitment and a client, or there is a related request, quotation or assignment, the corresponding General Terms and Conditions shall apply. These General Terms and Conditions also apply to new specialisations or business units to be established by Person of Interest Recruitment that are not mentioned in these terms, insofar as they will carry out one or more of the aforementioned activities. The term 'client' shall also include its representative(s), authorised agent(s), assignee(s), legal successor(s) and heir(s), whether natural persons or legal entities. Person of Interest Recruitment is at all times entitled not to accept or to return assignments if, in the opinion of Person of Interest Recruitment, the client's creditworthiness has proven insufficient. Assignments shall be settled based on the status at that time. These General Terms and Conditions, in particular the provisions concerning the costs of taking over personnel deployed or proposed by Person of Interest Recruitment, shall remain fully applicable. The applicability of any terms and conditions used by the client is expressly excluded at all times, except where deviations have been explicitly agreed in writing. These General Terms and Conditions are valid as of 3 March 2025 and have been registered in Dubai, United Arab Emirates under registration number 96482621.

## Article 1 General

**1.1** Recruitment and selection means the assignment whereby Person of Interest Recruitment selects one or more candidates for the purpose of employment, or a comparable form of engagement, by a client, and introduces such candidate(s) to the client orally or in writing. A recruitment and selection assignment shall be deemed successfully fulfilled if a candidate proposed by Person of Interest Recruitment to the client enters into employment there, or otherwise performs work there, whether for the position to which the assignment related or for another position.

**1.2** The manner in which the recruitment and selection assignment is carried out by Person of Interest Recruitment, the position to which the assignment relates, the applicability of these General Terms and Conditions and any other details and obligations shall be confirmed to the client in an assignment confirmation.

**1.3** A recruitment and selection assignment shall end upon successful fulfilment of the assignment, withdrawal by Person of Interest Recruitment or by the client, or by the lapse of time.

**1.4** Candidates are presented to the client on a confidential basis. The client is not permitted to disclose details of candidates proposed by Person of Interest Recruitment to third parties without the prior written consent of Person of Interest Recruitment. In the event of a breach of this article, the client shall owe Person of Interest Recruitment an immediately payable penalty of EUR 30,000 per breach, without prejudice to the right of Person of Interest Recruitment to claim full compensation from the client.

## Article 2 Fee

**2.1** Upon successful fulfilment of the recruitment and selection assignment, Person of Interest

Recruitment shall charge the client a fee. The basis for the fee, and its calculation, is the gross annual salary based on a full-time working week. The gross annual salary is the annual salary, including all emoluments, that the candidate introduced by Person of Interest Recruitment will earn upon commencement of employment and, in the case of part-time positions and or employment relationships shorter than one year, is also based on a full-time working week and a full year. Emoluments include, but are not limited to, holiday allowance, a thirteenth month, profit share, bonuses, commissions, fixed profit distributions, the monetary value of a company car fixed at 15% of the list value, expense allowances and all other payments, employee benefits and provisions that qualify as such and can be quantified.

**2.2** The fee amounts to 25% of the gross annual salary calculated in accordance with article 2.1, plus VAT payable on that amount. A minimum fee of EUR 5,000 excluding VAT shall apply.

**2.3** The fee shall be invoiced to the client from the moment the employment contract or any other agreement between the client and the candidate has been concluded, with the proviso that the fee must in any event be paid no later than on the day preceding the date on which the candidate selected by Person of Interest Recruitment commences work.

**2.4** In addition to the fee, the client shall owe Person of Interest Recruitment all costs incurred by Person of Interest Recruitment for the performance of the agreement, insofar as this has been expressly agreed in writing between Person of Interest Recruitment and the client.

**2.5** The client is required, within fourteen (14) days after a request to that effect, to provide Person of Interest Recruitment with the information necessary to determine the gross annual salary and the start date of the candidate selected by Person of Interest Recruitment. If the client does not provide this information in time, provides insufficient information or provides incorrect information, Person of Interest Recruitment shall be entitled to estimate the gross annual salary and the start date and to invoice on the basis of that estimate.

**2.6** Successful fulfilment of the recruitment and selection assignment shall also include the situation in which a candidate proposed by Person of Interest Recruitment to the client enters into employment or is otherwise, whether or not through third parties, engaged in any way by the client or by an affiliated undertaking, including undertakings within the same group or undertakings with which there is a cooperation arrangement, within twelve (12) months after the candidate was introduced. Unless the client has expressly made a reservation in advance in this regard, the fee shall also be payable if the candidate introduced by Person of Interest Recruitment turns out to have been known to the client to some extent through an application or otherwise.

### **Article 3 Payment Term**

The payment term for invoices sent by Person of Interest Recruitment is fourteen (14) days from the invoice date. In the absence of full payment within the stated term, the client shall be in default without any further notice of default being required. Complaints regarding the invoice must be submitted to Person of Interest Recruitment in writing within eight (8) days from the invoice date. After this period, the client shall be deemed to have accepted its payment obligation.

### **Article 4 Complaints**

Complaints regarding the manner of performance and or the quality of the work carried out by Person of Interest Recruitment must be notified to Person of Interest Recruitment in writing, with reasons, without delay and no later than eight (8) days after the work complained of was carried out or should have been carried out, failing which any right the client could derive therefrom shall lapse. Complaints submitted in time and in the correct manner shall be handled in consultation between the client and Person of Interest Recruitment. Complaints shall not suspend the client's payment obligation.

## **Article 5 Best Efforts Obligation; Exclusion of Liability**

Person of Interest Recruitment is obliged to use its best efforts to recruit and select suitable candidates for employment by the client. The decision to enter into an employment agreement or any other agreement with a candidate selected by Person of Interest Recruitment, as well as the contents of that agreement, shall be the responsibility of the client. The client accepts that Person of Interest Recruitment shall in no way be liable for shortcomings of and or consequential damage caused by candidates selected by Person of Interest Recruitment.

## **Article 6 Guarantee Scheme**

**6.1** If a candidate placed by Person of Interest Recruitment is no longer employed by the client within one (1) month after commencement of employment, Person of Interest Recruitment shall, once only and provided that the client has fulfilled all its payment obligations towards Person of Interest Recruitment, use its best efforts to recruit and select a new candidate for the same position and at a salary comparable to that at which the first candidate worked for the client. To this end, the procedure in accordance with the relevant assignment confirmation shall be restarted. The costs of re-using recruitment resources deemed necessary in consultation shall again be payable by the client.

**6.2** If Person of Interest Recruitment fails, within three (3) months after the termination of the employment relationship with the first candidate, to recruit and select a new candidate who enters into employment with the client, Person of Interest Recruitment shall repay to the client 50% of the fee paid by the client, meaning not the recharged recruitment costs. No repayment shall take place if, during the guarantee period, the client has filled the position previously occupied by the first candidate itself, whether or not through third parties.

**6.3** If a candidate proposed by Person of Interest Recruitment under this guarantee scheme enters into employment with the client, or if Person of Interest Recruitment has repaid 50% of the fee, or if the client has filled the position itself during the guarantee period, whether or not through third parties, Person of Interest Recruitment shall be discharged from its obligations under this article.

**6.4** If the client wishes to make use of the guarantee scheme, it must notify Person of Interest Recruitment thereof in writing within fourteen (14) days after termination of the employment relationship with the first candidate, failing which the client may no longer rely on the provisions of this article.

## **Article 7 Choice of Law and Forum**

**7.1** The agreement, as well as the assignment, request and quotation of Person of Interest Recruitment, shall be governed entirely by the laws of the United Arab Emirates.

**7.2** If the parties cannot reach agreement in mutual consultation in the event of a difference of opinion regarding the performance and or interpretation of the agreement, either party shall be entitled to submit the matter to the competent civil court. In that case, only the court in Dubai shall have jurisdiction to hear the claim.