

## Person of Interest Recruitment

# General Delivery Terms - Temporary Staffing / Projects

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 Delivery Terms 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 Delivery Terms shall apply. These General Delivery Terms 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 Delivery Terms, 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 Delivery Terms are valid as of 3 March 2025 and have been filed with the relevant commercial registry in Dubai under number 96482621.

## Article 1 General

**1.1** These provisions relate to the performance of assignments on a temporary staffing basis, project basis or interim basis involving the deployment of personnel for the execution of an assignment, part of an assignment or specifically described activities for the benefit of the client. For this purpose, Person of Interest Recruitment deploys personnel. This may concern permanent employees of Person of Interest Recruitment, employees engaged for the duration of the assignment or the agreed period, or personnel deployed on another temporary basis, whether or not hired through third parties. Finally, this may also concern a self-employed worker without employees engaged by Person of Interest Recruitment.

**1.2** The agreement concerning the above subject may legally qualify either as a contract for services or as a contract for work. If a provision specifically relates to one of these two types of agreement, this shall be indicated in the provision itself.

**1.3** For the purpose of these terms, personnel of Person of Interest Recruitment, or staff member referred to in these terms, shall include permanent employees of Person of Interest Recruitment, employees engaged for the duration of the assignment or the agreed period, personnel deployed on another temporary basis whether or not hired through third parties, and also a self-employed worker without employees engaged by Person of Interest Recruitment.

**1.4** These project terms also apply to the phase preceding the conclusion of the agreement, such as requests, assignments and quotations, and to future agreements.

## Article 2 Assignment Confirmation

**2.1** Every temporary staffing, project or interim assignment shall be confirmed by Person of

Interest Recruitment to the client by means of a written assignment confirmation referring to these General Delivery Terms.

**2.2** An assignment confirmation shall include the following specifications: the project name, project number, project description and or further described activities; the fee to be charged by Person of Interest Recruitment to the client, excluding VAT; the start date and expected duration of the project; and any other provisions applicable to the relevant assignment.

**2.3** The fee consists of a contract sum and or an hourly rate, with any shift allowances and overtime, and any material costs, travel expenses and or other costs to be charged.

**2.4** From the moment, and therefore not earlier than, a candidate staff member introduced to the client by Person of Interest Recruitment in connection with, or for the performance of, a temporary staffing assignment, project assignment or interim assignment, with an indicated fee, enters into employment or otherwise actually performs work for the client, for group companies affiliated with the client or for otherwise affiliated undertakings, whether or not through third parties, within twelve (12) months after that introduction, the client shall owe compensation equal to 50% of that fee, being the contract sum or the hourly rate multiplied by the estimated number of hours. If an hourly rate has been stated but no number of hours has yet been estimated, seven hundred and fifty (750) hours shall be used for this calculation.

**2.5** Unless the client submits a written objection before the commencement of the work or, if that is a shorter period, within eight (8) days after dispatch of the assignment confirmation, the assignment confirmation shall be deemed to correctly and fully reflect the agreement.

**2.6** 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.

**2.7** Person of Interest Recruitment shall not be liable for exceeding the previously established expected duration for carrying out the assignment.

### **Article 3 Project Progress**

**3.1** The personnel deployed by Person of Interest Recruitment shall keep a timesheet and or progress report regarding the progress of the agreed assignment. The client is obliged to ensure that the number of hours worked, overtime and the tariff group are completed correctly and clearly and shall sign the timesheet and or progress report for approval.

**3.2** The client guarantees that its personnel have authority to sign and accepts responsibility for the signing of timesheets and or progress reports and for the related invoicing.

**3.3** Person of Interest Recruitment undertakes to transfer to the client all data and achieved results in connection with the performance of the assignment. All rights in respect of improvements and developments, insofar as they directly arise from the work carried out by Person of Interest Recruitment for the client, shall vest in the client.

**3.4** Complaints regarding the manner of performance, the progress of the assignment and or the quality of the work delivered must be communicated to Person of Interest Recruitment without delay, in writing and with reasons, failing which any right the client could derive therefrom shall lapse. Complaints shall be handled in consultation between the client and Person of Interest Recruitment. Complaints or claims shall not suspend the client's payment obligation.

## **Article 4 Invoicing**

**4.1** Invoicing shall take place on the basis of subsequent calculation of the number of hours worked. This shall be deviated from if the assignment has been agreed on the basis of a fixed contract sum.

**4.2** The invoices to be submitted periodically by Person of Interest Recruitment shall be prepared on the basis of the timesheets and or progress reports signed for approval by the client or its personnel.

**4.3** Overtime and shift allowances shall be recharged to the client at a special rate. The applicable collective labour agreement or the client's company-specific arrangement shall always be the starting point.

**4.4** Expenses not specified per assignment confirmation, incurred by a staff member of Person of Interest Recruitment in connection with the performance of the project, shall be charged to the client.

## **Article 5 Payment**

The payment term for invoices sent by Person of Interest Recruitment is fourteen (14) days from the invoice date. In the absence of payment within the stated term, the client shall be in default without any further notice of default being required and without any right of set-off on the part of the client.

## **Article 6 Liability**

**6.1** The party that bears responsibility for the project pursuant to the following paragraphs also accepts liability for damage suffered as a result of negligence or shortcomings of the personnel deployed for the project.

**6.2** For work carried out in the context of the performance of an assignment at the client's premises or at the premises of the client's own customer, such work shall take place entirely under the responsibility, direction and supervision of the client, unless expressly agreed otherwise in writing. With regard to personnel deployed by Person of Interest Recruitment, the client shall be responsible for compliance with statutory obligations relating to safety and working conditions insofar as the work is carried out at the client's location.

**6.3** The client is obliged to provide Person of Interest Recruitment with all cooperation necessary to perform the agreed assignment and bring the assignment to completion. This also includes carrying out necessary improvements and remedying errors in the work performed insofar as this is reasonably possible. In the absence of such cooperation, Person of Interest Recruitment shall be released from its obligations under this agreement.

**6.4** The client indemnifies Person of Interest Recruitment against claims from third parties on any grounds whatsoever.

## **Article 7 Interim Changes and Termination**

**7.1** An amendment, expansion or reduction of the assignment shall not come into effect unless Person of Interest Recruitment has confirmed this to the client in writing. Termination by the client is possible at all times subject to one month's notice. Both parties are entitled to terminate the agreement with immediate effect during its term if either party has been declared bankrupt or has been granted suspension of payments.

**7.2** In the case referred to in article 7.1, settlement shall take place on the basis of the status of the assignment and the costs incurred.

**7.3** Person of Interest Recruitment is entitled to pass on one or more of the following cost increases in full or proportionally in the fee during the term of the agreement: a change, as a result of a government measure or another binding regulation, in the remuneration or employment conditions of the deployed personnel; a change in social charges or premiums, a change in tax legislation, the introduction of new charges or premiums by generally binding regulation, or a change in the employer's share therein.

## **Article 8 Replacement of Personnel**

**8.1** In the event of illness shorter than eight (8) weeks of personnel deployed for an assignment or interim assignment, Person of Interest Recruitment shall not be obliged to provide immediate replacement of that personnel.

**8.2** In the event of illness longer than eight (8) weeks, Person of Interest Recruitment and the client shall consult on the replacement of the deployed personnel. In this respect, Person of Interest Recruitment shall have a best efforts obligation.

**8.3** In the event of interim termination of employment, suspension, notice, dismissal or any other form of unavailability of personnel deployed for an assignment or interim assignment, Person of Interest Recruitment shall likewise have a best efforts obligation to find an adequate solution as soon as possible in consultation with the client.

## **Article 9 Wages of Deployed Personnel**

Person of Interest Recruitment guarantees payment of the wages of the personnel deployed for the performance of an assignment or interim assignment.

## **Article 10 Taking Over Personnel**

**10.1** The client is not permitted to employ personnel of Person of Interest Recruitment during the performance of an assignment or during twelve (12) months after its end, regardless of the reason for termination, without the written consent of Person of Interest Recruitment or otherwise than under a written agreement with Person of Interest Recruitment, nor to engage such personnel in any other comparable way, whether or not through third parties. The client guarantees that companies affiliated with the client shall also observe the provisions of this article. The client is, however, permitted to take over personnel of Person of Interest Recruitment free of charge after such personnel has worked 2,080 hours for the client. If the client enters into an employment relationship directly or through third parties with personnel of Person of Interest Recruitment that has been made available to it on the basis of a fixed-term or indefinite-term agreement before the employee has worked 2,080 hours, the client shall owe Person of Interest Recruitment compensation equal to 25% of the most recently applicable client rate over 2,080 hours minus the hours already worked by the employee on the basis of the agreement.

**10.2** In the event of a breach of article 10.1, the client shall incur an immediately payable penalty of EUR 30,000, increased by EUR 500 for each day or part thereof that the breach continues. This penalty shall not affect the other rights of Person of Interest Recruitment, including its right to full compensation, whereby the penalties incurred shall not be deducted from the compensable damage.

## **Article 11 Choice of Law and Forum**

**11.1** The agreement as well as the request and quotation on which it is based shall be governed entirely by the laws of the United Arab Emirates.

**11.2** 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. Only the civil court in Dubai shall have jurisdiction to hear disputes between the parties.