

Terms of Business

Fees

Our fee amounts to one third of first year's agreed total remuneration plus V.A.T., payable in three equal instalments. The first instalment will be charged on commencement of the assignment; the second instalment is payable when a shortlist has been submitted to the client, and the third instalment – based on the final remuneration – is payable when an offer of employment has been made to a candidate and accepted. The minimum fee amounts to € 25.000,- plus V.A.T.

Although the total fee will be based on the final remuneration actually paid to the person appointed, the first two instalments will be based upon the expected salary agreed with the client at the time that the assignment is accepted.

In addition to the fees payable, the out-of-pocket expenses of CONSIDERO and the expenses reimbursed to candidates will be charged to the client at cost. Per km driven by car we charge € 0,70.

Special cases

In special circumstances, such as those in which the client seeks to appoint two or more candidates out of the search results of one assignment, a special fee basis may be agreed. All such variations from our standard terms must be agreed in writing at the commencement of the assignment.

Unless prior arrangements have been made, as described above, our fee will be applicable on each occasion that an appointment is made. If more than one appointment is made from shortlist, the second or subsequent appointment will incur quoted fees in the absence of prior agreement to the contrary.

Should a candidate presented by CONSIDERO be rejected in the first instance, but subsequently offered and accept a position with the client company or a subsidiary thereof, or an associate company, a fee will be chargeable on the normal basis.

The search, a combination of search and advertising, or recruitment by advertising to fill a vacancy is based upon the job description and candidate profile as given in the assignment brief approved by the

client. If the client needs to change these job or candidate descriptions after commencement of the assignment, then any additional costs incurred by CONSIDERO up to the point where these changes are notified will be payable by the client.

If, for any reason, the client terminates or suspends the assignment prior to the presentation of a shortlist, CONSIDERO's fees and expenses, up to shortlist stage will be payable. If, for any reason, the client terminates or suspends the assignment after presentation of the shortlist, half of the third tranche will be charged.

Internal candidates

Where a client retains CONSIDERO to undertake an assignment and at the same time entertains internal applications for the position to be filled, CONSIDERO will make available its expertise for the comparative assessment of those internal applicants against external candidates identified by search. However, whether an appointment is made from within the client organisation or through CONSIDERO's external search, the full CONSIDERO fees will be payable. The same policy will apply when the client receives a spontaneous application from an external candidate for a position for which CONSIDERO is retained as a consultancy.

References

CONSIDERO will take up references on the client's behalf, at no additional charge, if requested to do so.

Information received from candidates, either verbally or in writing, is considered to be true and accurate and will be accepted by CONSIDERO, unless there are reasonable grounds for believing that the information is incorrect. CONSIDERO will take all reasonable measures to verify the accuracy of information but we cannot be held responsible for any costs which may arise through the provision to us of inaccurate or incomplete information from any source.

Exclusivity

Unless specifically agreed otherwise, CONSIDERO undertakes an assignment on the basis of exclusivity.

Confidentiality

CONSIDERO assures its clients and candidates that all information which they provide will be held in confidence and not divulged to third parties.

Payment

Invoices are payable 14 days after presentation.

Guarantee

CONSIDERO seeks to provide candidates who meet the client's needs as described in the assignment brief. If a candidate put up by CONSIDERO and appointed leaves the client's employ within six months, CONSIDERO will undertake the search for a replacement at no additional fee. Additional advertising costs, expenses and candidates expenses will be chargeable to the client at cost. Fees are not refundable.

CONSIDERO will undertake a search under the provisions of this guarantee provided that the following conditions have been met:

- all fees and expenses due to the consultancy in connection with the assignment have been paid
- CONSIDERO has been advised in writing that the appointed candidate has left the company within 14 days of the termination date
- the company (and its subsidiaries and associates) will not reemploy the departed appointee within twelve months of the termination date
- the termination is not due to redundancy or other reorganisation measures.

By agreeing with CONSIDERO an assignment brief, the client accepts these terms of business.