

General Terms and Conditions of Do Solutions

Version August 2026. This version replaces the version of April 2026. Translation of the Dutch original; in the event of any discrepancy, the Dutch text prevails.

1. Definitions

- 1.1 Do Solutions:** [registered company name and legal form], registered with the Dutch Chamber of Commerce under number 88565270, also referred to as the contractor.
- 1.2 Client:** the legal entity, or the natural person acting in the course of a profession or business, that engages Do Solutions.
- 1.3 Platform:** the AI recruitment platform and the AI agents with which Do Solutions performs its services.
- 1.4 Candidate:** any person introduced by Do Solutions to the client in the course of an assignment.
- 1.5 Introduction:** disclosing the name or the profile of a candidate to the client in writing or electronically, including through a shortlist, a profile in the platform, a CV or an interview report.
- 1.6 Placement:** the conclusion of an employment contract, a contract for services, a temporary-agency, secondment or payroll arrangement, or any other form of work between the client (or an entity affiliated with the client) and a candidate.
- 1.7 Assignment confirmation:** the document setting out the assignment, the vacancy and the fees.
- 1.8 Subscription:** an ongoing agreement based on one of the Do Solutions packages, comprising a monthly fee, a setup fee and a fee per placement.
- 1.9 Business day:** Monday to Friday, excluding public holidays recognised in the Netherlands.

2. Scope

- 2.1** These terms apply to all offers, assignments and agreements between Do Solutions and the client.
- 2.2** Deviations from these terms apply only if confirmed by Do Solutions in writing or by email. In the event of a conflict, the assignment confirmation or the subscription agreement prevails over these terms.
- 2.3** Any purchasing or other terms of the client are expressly rejected.
- 2.4** These terms are provided to the client no later than at the conclusion of the agreement and are available at dosolutions.info/en/terms.

3. Offers and formation of the agreement

- 3.1** Offers are without obligation and valid for 30 days, unless stated otherwise.
- 3.2** The agreement is formed when the client signs the assignment confirmation or the subscription agreement, or approves it by email, or when Do Solutions begins performance with the client's consent.
- 3.3** All amounts are exclusive of VAT.

4. The services

- 4.1** Do Solutions performs its work on a best-efforts basis. Do Solutions does not guarantee that an assignment will result in a placement.

- 4.2** Do Solutions determines how the work is performed, including the use of the platform and of AI for sourcing, screening, interviews and scoring.
- 4.3** Every shortlist is reviewed and validated by a member of Do Solutions staff before it is presented. See also article 13.
- 4.4** The decision to invite, reject or hire a candidate rests solely with the client. The client is responsible for the employment terms, the employment contract and compliance with laws and regulations within its own organisation.
- 4.5** Do Solutions verifies information provided by candidates to a reasonable standard but does not warrant its accuracy or completeness. The client carries out its own verification, including identity, qualification and reference checks.

5. Obligations of the client

- 5.1** The client provides, in good time, all information Do Solutions needs, including a complete role profile, the salary range and the benefits package.
- 5.2** The client provides substantive feedback on each candidate within 5 business days of an introduction. If feedback is not provided, Do Solutions may suspend its work on that vacancy.
- 5.3** The client notifies Do Solutions within 5 business days that a candidate has been hired, stating the date of signing, the start date and the agreed employment terms.
- 5.4** If an introduced candidate was already known to the client, the client notifies Do Solutions within 5 business days of the introduction and substantiates this (for example with an earlier application or demonstrable earlier contact). Without timely and substantiated notification, the candidate counts as introduced by Do Solutions.

6. Vacancies and vacancy slots

- 6.1** The number of vacancies that may be active at the same time follows from the package set out in the subscription agreement.
- 6.2** A vacancy is active from the intake until it is filled, withdrawn by the client, or put on hold by the client in writing.
- 6.3** The client may replace one active vacancy with another vacancy once per calendar month at no charge. A vacancy above the package maximum is possible at the rate set out in the subscription agreement.
- 6.4** A material change to an active vacancy (a different seniority level, a different location or a substantially different salary range) counts as a new vacancy.

7. Term, pause and termination

- 7.1** The minimum term of a subscription is: Starter one month, Growth three months, Scale six months, unless the subscription agreement provides otherwise.
- 7.2** After the minimum term the subscription continues for an indefinite period and may be terminated monthly with one month's notice, by email or in writing.
- 7.3** The client may pause the subscription once per contract year for a maximum of two consecutive months. During a pause, 50% of the monthly fee is payable, the client retains its vacancy slots and its data in the platform, and the term is extended by the duration of the pause.
- 7.4** Do Solutions may suspend or terminate the agreement with immediate effect if the client fails to pay after a reminder, is declared bankrupt or applies for a suspension of payments.

- 7.5** Termination of the agreement does not affect articles 10 (introduction period), 13 (personal data) and 14 (confidentiality).

8. Fees

- 8.1** The fees are set out in the assignment confirmation or the subscription agreement. Depending on the model chosen, they consist of a setup fee, a monthly fee and a fee per placement, or solely of a fixed fee per placement.
- 8.2** A fixed fee per placement agreed for a specific vacancy applies only to that vacancy and to the first placement on it, unless the assignment confirmation provides otherwise.
- 8.3** Do Solutions may adjust its fees annually with effect from 1 January in line with the consumer price index published by Statistics Netherlands (CBS), and outside that with at least one month's notice. If an increase exceeds the index by more than 10%, the client may terminate the agreement within 14 days of the announcement, with effect from the date the increase takes effect.
- 8.4** Travel and accommodation costs and third-party costs (including paid advertising, assessments and background checks) are charged on only if agreed in advance.

9. Invoicing and payment

- 9.1** The setup fee is invoiced on formation of the agreement and is payable before Do Solutions begins work.
- 9.2** The monthly fee is invoiced in advance, per month, on the first business day of the month concerned. The first month is invoiced pro rata for the remaining days.
- 9.3** The fee per placement is invoiced on the day the client and the candidate sign the employment contract or the contract for services. The candidate is not required to have started for this fee to become payable.
- 9.4** The payment term is 14 days from the invoice date.
- 9.5** If, after signing and before the start date, the candidate withdraws on their own initiative, Do Solutions credits the fee per placement in full and continues the search at no charge. If the client withdraws the offer, or the contract is not performed on the client's initiative, the fee remains payable.
- 9.6** The client may not suspend or set off its payment obligation.
- 9.7** In the event of late payment, the client owes the statutory commercial interest and the extrajudicial collection costs without further reminder. Do Solutions may suspend its work if an invoice remains outstanding 14 days after a reminder.
- 9.8** The guarantee arrangement in article 11 can only be invoked if all invoices from Do Solutions have been paid in full and on time at that moment.

10. Placement, introduction period and post-contractual effect

- 10.1** The fee per placement is payable for every placement of a candidate introduced by Do Solutions that is concluded within 12 months of the date of introduction.
- 10.2** This applies regardless of the role in which the candidate is placed, regardless of the contract form, regardless of whether the placement is with the client or with an entity affiliated with the client, and regardless of the channel through which contact continued after the introduction.
- 10.3** If the client passes the profile of an introduced candidate to a third party and this leads to a placement with that third party within 12 months, the client owes the fee per placement.
- 10.4** This article remains in force after the end of the agreement, until the 12-month introduction period has expired.

- 10.5** If a placement is not notified as set out in article 5.3 and Do Solutions establishes it itself, an amount equal to 25% of the fee per placement is payable in addition to that fee, to cover administrative costs.

11. Guarantee arrangement

- 11.1** If the employment or the engagement of a placed candidate ends within three months of the start date, Do Solutions will search for a replacement candidate for the same vacancy at no charge. No new fee per placement is payable for that replacement placement.
- 11.2** If Do Solutions has not placed a replacement candidate within 60 days of the notification, or if the client indicates that it does not want a replacement, Do Solutions credits part of the fee per placement:
- a.** if the employment ends in the first month after the start date: 100%;
 - b.** if the employment ends in the second month after the start date: 50%;
 - c.** if the employment ends in the third month after the start date: 25%.
- 11.3** A credit is set off against an outstanding or a subsequent invoice, or refunded within 14 days if no invoice is outstanding.
- 11.4** The guarantee arrangement does not apply if the end of the employment is attributable to the client or to circumstances at the client, including a reorganisation, the role lapsing or changing materially, a change of location, failure to honour the agreed employment terms, or termination on the client's initiative for a reason not attributable to the candidate.
- 11.5** The client notifies the end of the employment within 5 business days, stating the reason.
- 11.6** The guarantee arrangement applies once per vacancy. It does not apply again to a replacement placement.

12. Exclusivity

- 12.1** Exclusivity applies only if the assignment confirmation so provides.
- 12.2** Where exclusivity has been agreed, the client will not engage other agencies for the vacancy concerned during the term of the assignment, and will not run a parallel in-house search with external support. In the event of a breach, Do Solutions may end the assignment and 50% of the agreed fee per placement is payable.

13. Personal data, GDPR and the use of AI

- 13.1** Do Solutions processes candidates' personal data in accordance with the General Data Protection Regulation. Do Solutions is the controller for the sourcing, screening and assessment of candidates in the platform.
- 13.2** From the moment the client receives a candidate's data, the client is the controller for its own processing of that data.
- 13.3** Where Do Solutions processes personal data from the client's systems on the client's instructions, including the client's own candidate database or ATS, the parties will enter into a data processing agreement for that purpose. Do Solutions provides a template on request.
- 13.4** Do Solutions does not take decisions about candidates based solely on automated processing within the meaning of article 22 GDPR. AI supports sourcing, screening and scoring; the selection and the shortlist are reviewed by a member of Do Solutions staff before a candidate is presented to the client. On request, Do Solutions provides insight into the assessment criteria used.
- 13.5** Candidates are informed about the use of AI in the process and about their rights.

- 13.6** The client uses an introduced candidate's data solely to assess that candidate for the vacancy concerned, does not share that data with third parties without the candidate's consent, and deletes it once it is no longer needed for that purpose. Article 10 continues to apply.
- 13.7** Do Solutions does not retain candidate data longer than necessary and processes it only for as long as there is a legal basis to do so.

14. Confidentiality

- 14.1** The parties keep confidential all confidential information they obtain under the agreement and use it only to perform the agreement.
- 14.2** This obligation continues after the end of the agreement.
- 14.3** Do Solutions uses the client's name and logo as a reference only with prior written consent.

15. Intellectual property

- 15.1** All rights to the platform, the AI agents, prompts, workflows, scoring models, reports and other Do Solutions materials remain with Do Solutions or its licensors.
- 15.2** The client receives a non-transferable right to use the materials delivered to it, including vacancy texts and the careers page, for its own recruitment purposes.
- 15.3** The client does not provide Do Solutions materials to third parties without prior consent.

16. Liability

- 16.1** Do Solutions is not liable for the performance, the conduct or the departure of a placed candidate, nor for any resulting loss.
- 16.2** The liability of Do Solutions is limited to the amount paid out in the case concerned under its professional or general liability insurance.
- 16.3** If the insurance does not pay out, for whatever reason, liability is limited to the amount the client paid to Do Solutions in the three months preceding the event causing the loss, subject to a maximum of EUR 10,000.
- 16.4** Do Solutions is not liable for indirect loss, including consequential loss, lost profit, lost turnover, lost savings and loss due to business interruption.
- 16.5** Any claim lapses 12 months after the client discovered or should have discovered the loss.
- 16.6** The limitations in this article do not apply in the event of intent or wilful recklessness on the part of Do Solutions.

17. Force majeure

- 17.1** Do Solutions is not obliged to perform in the event of force majeure, including failure or unavailability of the platform, of the internet or of suppliers of AI services, cyber attacks, government measures and incapacity of key personnel.
- 17.2** If the force majeure lasts longer than 60 days, either party may dissolve the agreement without liability for damages. Work already performed is settled.

18. Changes to these terms

- 18.1** Do Solutions may amend these terms. An amendment is announced at least one month before it takes effect.

- 18.2** Where an amendment materially worsens the client's position, the client may terminate the agreement with effect from the date the amendment takes effect.
- 18.3** For an assignment in progress with a fixed fee per placement, the terms that applied when that assignment was entered into continue to apply.

19. Governing law and disputes

- 19.1** All agreements are governed by Dutch law.
- 19.2** Disputes are submitted to the [competent court].
- 19.3** The parties will endeavour to resolve a dispute by mutual consultation first.
- 19.4** In the event of any discrepancy between the Dutch and the English version of these terms, the Dutch text prevails.

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