GENERAL TERMS AND CONDITIONS &DEBLAUW

1 May 2026

CLAUSE 1. DEFINITIONS

1. In these General Terms and Conditions, the following definitions shall apply:
   a. **&deBlauw**: the legal entity acting as contractor, as specified in the Agreement.
   b. **Clause**: a clause in these General Terms and Conditions.
   c. **Affiliated Entity**: any group company within the meaning of Section 2:24b of the Dutch Civil Code and any company or entity affiliated with &deBlauw through which &deBlauw (wholly or partially) performs the Services.
   d. **Client**: any natural person or legal entity acting in the course of a profession or business who instructs &deBlauw to perform an Engagement. Affiliated (legal) persons or group companies shall only be regarded as the Client if they have also signed the Agreement or have committed to do so In Writing.
   e. **Engagement**: the Contract for Services (within the meaning of Section 7:400 of the Dutch Civil Code) between the Client and &deBlauw with regard to one or more Services, including these General Terms and Conditions.
   f. **Agreement**: (i) the engagement confirmation, accepted quotation or other Written record of the Engagement; (ii) these General Terms and Conditions; and (iii) any Written supplementary arrangements (including appendices) that have been expressly declared to form part of the Engagement.
   g. **Services**: (i) Executive Search; (ii) Interim Management; and/or (iii) Leadership Advisory (as further described in the modules of these General Terms and Conditions).
   h. **Candidate**: any natural person who is introduced, assessed, coached, interviewed, presented, mediated or otherwise involved in the context of the Engagement and Services, as well as any person put forward by the Client (from its own network or internal pool) to participate in the search process.
   i. **Interim Professional**: any natural person or legal entity who, through the intermediary of &deBlauw, carries out a Project (or has this carried out) at the Client's premises.
   j. **In Writing**: by letter, by e-mail or via any other electronic means of communication that produces a durable record.
   k. **Business Day**: Monday to Friday, excluding Dutch public holidays.

CLAUSE 2. APPLICABILITY AND ORDER OF PRECEDENCE

1. These General Terms and Conditions shall apply to all offers, quotations, Engagements and Agreements of &deBlauw, as well as to all related acts (including legal acts) and disputes arising therefrom.
2. The applicability of any general (purchasing) terms and conditions of the Client is hereby expressly excluded, even if &deBlauw has not explicitly objected to such terms.
3. In the event of any conflict, the following order of precedence shall apply: (i) supplementary conditions agreed In Writing by the parties after conclusion of the Agreement; (ii) the engagement confirmation or quotation; (iii) these General Terms and Conditions; (iv) other appendices.
4. If and insofar as any provision is or becomes void or is annulled, the remaining provisions shall remain in full force and effect. In such event, the parties shall agree on a replacement provision that corresponds as closely as possible to the purpose and intent of the original provision.

CLAUSE 3. FORMATION, COMMENCEMENT AND PERFORMANCE OF THE ENGAGEMENT

1. All quotations and cost estimates issued by &deBlauw are non-binding, unless expressly stated otherwise In Writing.
2. An Agreement is formed when (i) &deBlauw confirms the Engagement In Writing, or (ii) &deBlauw commences performance of the Engagement at the request of or with the consent of the Client.
3. The Engagement shall be deemed to have commenced if the Client invites a Candidate or Interim Professional introduced by &deBlauw to attend an interview or assessment, provided that such introduction was made based on a CV or profile provided by &deBlauw.
4. Timescales are indicative and shall never constitute a strict deadline, unless expressly agreed otherwise In Writing. Failure to meet a timescale shall not entitle the Client to terminate the Agreement and shall not give rise to liability on the part of &deBlauw.
5. &deBlauw shall determine the manner in which and by whom the Engagement is performed, and shall be entitled to subcontract all or part of the Engagement to, or procure its performance by, Affiliated Entities and/or third parties.
6. All engagements shall be deemed to have been given exclusively to &deBlauw, and not to any person associated with &deBlauw. This applies equally where the parties intend for an engagement to be performed by a specific person associated with &deBlauw. Section 7:404 of the Dutch Civil Code, which provides a regime for that situation, and Section 7:407(2) of the Dutch Civil Code,

which establishes joint and several liability where an engagement has been given to two or more persons, are hereby expressly excluded. Persons associated with &deBlauw include its employees, third parties engaged by it, and its partners.

7. Where the Engagement is placed by two or more (legal) persons or on behalf of a group of companies, each such person shall be jointly and severally liable for the performance of all obligations under the Agreement.

CLAUSE 4. NATURE AND STANDARD OF SERVICES

1. &deBlauw shall perform the Services to the best of its knowledge and ability and in accordance with the standards prevailing in the relevant field. &deBlauw's obligations hereunder are best-efforts obligations, and not obligations to achieve any particular outcome.
2. &deBlauw gives no warranty with regard to (i) outcomes, decision-making, appointments or performance; (ii) the suitability, performance or availability of Candidates and/or Interim Professionals; or (iii) the actual filling of a vacancy or the achievement of any specific result.
3. Draft documents, interim findings and oral advice are not binding. Where a Written final report or definitive document is issued, it shall take precedence over drafts and oral explanations.
4. The Client remains solely responsible at all times for its own decision-making in response to advice, reports, profiles, assessments, references or (oral) feedback, and for the manner in which the results of the Engagement are used. The Client acknowledges that &deBlauw gives no warranty that a Candidate or Interim Professional is suitable for the Client's specific circumstances. Decisions to appoint, engage or contract are made exclusively by the Client and at the Client's own expense and risk.
5. In performing the Engagement, &deBlauw shall be entitled to rely on the accuracy and completeness of information provided by the Client, a Candidate, an Interim Professional or other third parties, and shall not be obliged to verify such information independently, unless agreed otherwise In Writing or unless &deBlauw should reasonably have had cause to doubt the accuracy of that information.

CLAUSE 5. CLIENT OBLIGATIONS

1. The Client represents and warrants the accuracy, completeness and timeliness of all information (including role profiles, organisational information and relevant context) that is material to the performance of the Engagement.
2. The Client shall provide in a timely manner all cooperation reasonably required for the performance of the Engagement, including making available contact persons, decision-makers, facilities and (where applicable) access to systems or premises.
3. If performance of the Engagement is delayed or impeded because the Client, following Written notice from &deBlauw, fails to provide the required cooperation in a timely manner, any demonstrable additional costs and additional work resulting therefrom shall be borne by the Client.
4. The Client shall be responsible for:
   a. its own decision-making;
   b. the content of any arrangements made by the Client with a Candidate, Interim Professional and/or third parties;
   c. compliance with laws and regulations within its own organisation (including employment law, health and safety, tax obligations and data protection);
   d. compliance with all applicable laws and regulations governing the engagement of Candidates, Interim Professionals or other persons introduced by &deBlauw.
5. The Client shall promptly notify &deBlauw of any circumstances that may be relevant to the Engagement or that result in a change to the agreed parameters (such as organisational or role changes, reorganisation, merger or acquisition, or changes in reporting lines or working arrangements).

CLAUSE 6. FEES, EXTERNAL COSTS, INVOICING AND PAYMENT

1. All fees and amounts are exclusive of VAT and exclusive of external costs, unless expressly agreed otherwise.
2. External costs (such as advertising costs, travel and accommodation expenses, third-party costs or screening costs) shall only be incurred with the Written consent of the Client, unless urgently and reasonably necessary for the performance of the Engagement.
3. Invoices must be paid in full without deduction, suspension or set-off within 14 days of the invoice date, unless agreed otherwise In Writing.
4. &deBlauw shall be entitled to require (i) advance payment and/or (ii) security for (future) payment obligations. In the absence of such payment or security, &deBlauw may suspend performance of the Engagement.
5. Upon expiry of the payment term, the Client shall be in default by operation of law without any written notice of default being required. The Client shall thereupon owe statutory commercial interest as referred to in Section 6:119a of the Dutch Civil Code, or, if higher, interest at the rate of 1.5% per month on the outstanding amount, with any part of a month counting as a full month.

6. The fee for out-of-court collection costs shall amount to 15% of the principal sum due, subject to an absolute minimum of €500. Where the out-of-court costs actually incurred exceed that amount, the excess shall be borne entirely by the Client, provided that &deBlauw evidences such costs. To the extent that the Dutch Act on Standardisation of Out-of-Court Collection Costs (Wet Normering Buitengerechtelijke Incassokosten) should apply, the collection costs shall not exceed the statutory maximum under that Act.
7. Payments shall first be applied towards any interest due and out-of-court and judicial costs and thereafter to the oldest outstanding principal sum.
8. Where the Client is in default, &deBlauw shall be entitled to immediately suspend performance of the Engagement, terminate the deployment of Interim Professionals and restrict the use of any report, advice or other deliverable already provided, until full payment has been made, without any liability for loss arising therefrom. In addition, in the event of default by the Client, &deBlauw shall be entitled to terminate the Agreement in whole or in part with immediate effect, without prejudice to &deBlauw's right to payment for all work performed and costs incurred up to the date of termination.
9. &deBlauw shall be entitled to periodically adjust the rates it applies (with effect from 1 January of each year).

CLAUSE 7. CONFIDENTIALITY, PERSONAL DATA AND PROCESSING OF CANDIDATE/ASSESSMENT INFORMATION

1. The parties are obliged to maintain confidentiality regarding all confidential information obtained within the context of the Agreement. This obligation also applies to employees, directors, advisers and third parties engaged by either party, and shall remain in full force and effect following termination of the Agreement.
2. Assessment results, reports, test outcomes and data relating to Candidates, Interim Professionals or assessment participants are confidential and may be used solely for the purposes specified in the Engagement. Disclosure or provision to third parties is only permitted with the prior written consent of &deBlauw and, where required, of the Candidate or Interim Professional, unless disclosure is required under applicable data protection legislation or any other statutory obligation.
3. Personal data shall be processed in accordance with applicable data protection legislation. To the extent required, the parties shall enter into supplementary arrangements (such as a data processing agreement) appropriate to their respective roles.
4. &deBlauw shall disclose personal data or assessment data of a Candidate or Interim Professional to the Client only to the extent necessary for the Engagement and, where required, following the consent of the Candidate or Interim Professional.
5. The Client shall use personal data and assessment data received solely for the purpose of the Engagement. If a Candidate or Interim Professional has not been selected or placed, the Client shall delete or destroy such data no later than 4 weeks after completion of the selection or assessment process, unless statutory retention obligations require otherwise. The Client shall retain personal data of Candidates or Interim Professionals only for as long as necessary for the performance of the employment or contractual relationship with the Candidate or Interim Professional. &deBlauw shall retain personal data of Candidates or Interim Professionals in its own systems for as long as necessary for the conduct of &deBlauw's business, including the maintenance of its candidate database, in each case in accordance with applicable data protection legislation and &deBlauw's privacy policy. Each party shall act as an independent controller (within the meaning of the EU GDPR, as applicable) with regard to the personal data it processes in connection with the Engagement, unless a separate data processing agreement provides otherwise.
6. Each party shall notify the other without undue delay (and, where possible, within 24 hours) upon becoming aware of any actual or suspected personal data breach arising in connection with the Agreement, so that appropriate remedial measures may be taken.
7. Reference checks or pre-employment screening shall only be carried out with the (prior) consent of the Candidate or Interim Professional, unless otherwise permitted by law.
8. &deBlauw shall not use personal data, assessment results or any other data provided by the Client, Candidates or Interim Professionals in the context of the Engagement for the training, development or improvement of algorithms, artificial intelligence systems or automated decision-making models, unless agreed otherwise In Writing and to the extent permitted by applicable data protection legislation.

CLAUSE 8. INTELLECTUAL PROPERTY AND RESULTS

1. All intellectual property rights in methodologies, (assessment) materials, reports, formats and other deliverables used or developed by &deBlauw shall vest in &deBlauw (or its licensors), unless agreed otherwise In Writing.
2. The Client is granted a non-exclusive, non-transferable and non-sublicensable right to use the deliverables solely for internal use within the Client's own organisation and for the purpose of the Engagement. The right of use shall terminate by operation of law if the Client is in default of payment or if the Agreement is terminated for any reason whatsoever, unless &deBlauw determines otherwise In Writing.

CLAUSE 9. LIMITATION OF LIABILITY AND INDEMNITY

1. &deBlauw shall not be liable for any loss arising from the acts or omissions of Candidates, Interim Professionals or third parties, nor for any loss arising from the Client (i) providing inaccurate and/or incomplete information, or (ii) making its own decisions

based on advice, reports, profiles, assessments, references or (oral) feedback. &deBlauw shall equally not be liable for any loss arising from inaccurate and/or incomplete information provided to &deBlauw by a Candidate, Interim Professional or third party.

2. &deBlauw shall only be liable for any direct loss that is the direct consequence of a failure in the performance of its obligations attributable to &deBlauw, provided that the Client (i) serves Written notice of breach on &deBlauw and (ii) grants &deBlauw a reasonable period to remedy the failure, and &deBlauw continues to be in default after expiry of that period.
3. Any liability of &deBlauw for indirect loss is excluded, including consequential loss, loss of profits, missed savings, missed opportunities, reputational damage, loss of data and immaterial loss.
4. The liability of &deBlauw shall, to the extent that liability cannot be validly excluded, be limited to the amount paid out under &deBlauw's professional indemnity insurance with regard to the claim, plus the applicable excess. If no payment is made under such insurance, liability shall be limited to the fees paid by the Client to &deBlauw and undisputedly due with regard to the relevant Engagement, exclusive of VAT — subject to a maximum of €100,000, or, if the fees paid by the Client for the relevant Engagement exclusive of VAT exceed €100,000, to that higher amount.
5. The Client shall indemnify &deBlauw, its Affiliated Entities and persons and/or third parties engaged by it against any claims by third parties arising in connection with:
   a. the performance of the Engagement;
   b. information provided by the Client;
   c. decisions made by the Client;
   d. the relationship between the Client and a Candidate and/or Interim Professional;
   e. claims by the Dutch Tax and Customs Administration and/or the Employee Insurance Agency (UWV) with regard to unpaid tax and/or social security contributions relating to fees paid under the Agreement.
6. The indemnity covers all associated (legal) defence costs, costs and losses, to the extent permitted by law. In the event that &deBlauw is held liable for additional assessments and/or penalties as referred to in sub e, these shall, to the extent legally possible, be recovered from the Client.
7. Any claim by the Client against &deBlauw (including claims for loss) shall be time-barred no later than 1 year after the date on which the Client knew or should reasonably have known, on the basis of information reasonably available to the Client at that time, of both the loss and the identity of the party allegedly liable therefor.
8. The limitations set out in this Clause shall not apply to the extent that the loss is attributable to fraud, wilful misconduct or gross negligence on the part of the senior management of &deBlauw.
9. The Agreement and its performance are for the exclusive benefit of the Client. No third party shall acquire any rights by virtue of the performance of the Engagement or the advice, reports, profiles or other deliverables provided by &deBlauw.
10. Notwithstanding paragraph 2 of this Clause, &deBlauw accepts no liability for any loss of whatever nature or extent suffered by the Client as a result of an Interim Professional failing to meet the Client's requirements, or arising from any act or omission of the Interim Professional in the performance of the Project. &deBlauw shall equally not be liable for any loss resulting from the failure by the Interim Professional to perform their obligations, whether at all, in a timely manner or properly. Decisions to engage an Interim Professional are made exclusively by the Client and are at the Client's own expense and risk.

CLAUSE 10. COMPLAINTS

1. Complaints regarding the performance of the Engagement must be submitted In Writing within 30 days of discovery, and no later than 60 days after completion of the relevant work. Complaints regarding invoices must be submitted In Writing within 14 days of the invoice date. Failure to do so shall result in the right to contest the invoice in question being forfeited.
2. The submission of a complaint shall not suspend any payment obligations.
3. If a complaint is upheld, &deBlauw shall, at its election, (i) undertake reasonable remedial or supplementary work; or (ii) credit a proportionate part of the fee, in each case within the limits of the liability regime set out in Clause 9.

CLAUSE 11. FORCE MAJEURE

1. In the event of force majeure, &deBlauw shall be entitled to suspend performance for so long as the force majeure event continues.
2. Force majeure shall include: (i) failure of (digital) infrastructure; (ii) illness and/or unavailability of key personnel; (iii) governmental measures; (iv) strikes; (v) war; (vi) epidemics or pandemics; or (vii) non-performance by third parties engaged by &deBlauw that cannot be attributed to &deBlauw.
3. If a force majeure event continues for more than 60 days, either party shall be entitled to terminate the Agreement in part without any liability for loss, provided that fees for work already performed and costs already incurred shall remain payable.

CLAUSE 12. TERMINATION

1. Termination or cancellation of the Agreement shall be without prejudice to:
   a. payment obligations for work already performed and costs already incurred;
   b. the continued operation of provisions that by their nature are intended to survive termination (including liability, confidentiality, intellectual property and disputes).
2. &deBlauw shall be entitled to terminate the Agreement in whole or in part with immediate effect if the Client: (i) is declared bankrupt; (ii) applies for or is granted a moratorium on payments; (iii) is wound up or ceases to trade; or (iv) is in material breach of the Agreement and fails to remedy such breach within a reasonable period following Written notice of breach. In addition, in the context of an Interim Management Engagement, &deBlauw shall be entitled to terminate the Agreement with immediate effect if: (v) the Interim Professional is placed under guardianship, or is convicted by a final and unappealable judgment of a criminal offence, whether or not on a conditional basis; or (vi) the Interim Professional dies. &deBlauw shall furthermore be entitled to terminate the Agreement with immediate effect if: (vii) precautionary or enforcement attachment is levied on any movable and/or immovable assets of the Client and such attachment is not lifted without undue delay.
3. The Client shall not be entitled to assign any right or obligation under the Agreement without the prior Written consent of &deBlauw.
4. In the event of termination, for any reason whatsoever, the Client shall not be entitled to a refund of amounts already paid, except to the extent required by mandatory applicable law.
5. In the event of termination of the Agreement by &deBlauw, &deBlauw shall not be liable to the Client for any loss or damage, without prejudice to &deBlauw's right to payment for work already performed and costs already incurred.
6. &deBlauw shall be entitled to recover from the Client any direct loss and costs suffered or incurred by &deBlauw as a result of termination of the Agreement by the Client.

CLAUSE 13. GOVERNING LAW AND JURISDICTION

1. The Agreement and these General Terms and Conditions are governed exclusively by Dutch law.
2. The court of Rotterdam shall have exclusive first-instance jurisdiction over any dispute between &deBlauw and Client, without prejudice to the right of &deBlauw to bring proceedings before any other competent court.

CLAUSE 14. AMENDMENT OF THE GENERAL TERMS AND CONDITIONS

1. &deBlauw reserves the right to amend these General Terms and Conditions. Amendments shall be communicated to the Client In Writing at least 30 days prior to taking effect.
2. Amended General Terms and Conditions shall apply to new Engagements after the effective date. Amended terms shall only apply to ongoing Engagements if the parties agree to this In Writing.

MODULE EXECUTIVE SEARCH

CLAUSE 15. DEFINITIONS EXECUTIVE SEARCH

1. In addition to Clause 1, the following definitions apply to Executive Search:
   a. Executive Search: the service by which &deBlauw recruits and selects Candidates with the aim of the Client entering into an employment contract or other contractual relationship with a Candidate.
   b. Introduction: the presentation of the details of a (selected) Candidate by &deBlauw to the Client; it is irrelevant whether the Client was already acquainted with the Candidate or whether the Candidate was previously introduced through third parties.
   c. Gross Annual Remuneration: the gross annual remuneration agreed between the Candidate and the Client on a full-time basis, irrespective of contractual form, including any 13th and/or 14th month payment, any (guaranteed or expected) bonus, profit share, fixed representation allowance and other emoluments. A company vehicle made available by the Client shall be deemed equivalent to €10,000 gross per annum.
   d. External Costs: costs as referred to in Clause 6.2.
   e. Online Assessment: the standardised online assessment mandatorily administered by &deBlauw in the context of an Executive Search Engagement, comprising personality questionnaires and cognitive ability tests, and included in the fee as referred to in Clause 17. &deBlauw shall determine which instrument is used as the Online Assessment and shall be entitled to replace such instrument, provided that any replacement instrument is of equivalent quality. &deBlauw shall inform Client of the instrument used upon request.
   f. Full Selection Process: the recruitment and selection process carried out by &deBlauw, comprising at a minimum: (i) market research and sourcing; (ii) assessment and selection of Candidates against the recruitment profile; (iii) one or more interviews

conducted by &deBlauw; (iv) the Online Assessment as referred to in sub e; (v) reference checks; and (vi) pre-employment screening. Deviation from one or more of these components is only permissible if agreed In Writing.

CLAUSE 16. EXCLUSIVITY AND PROFILE CHANGES

1. Executive Search Engagements shall be carried out by &deBlauw on an exclusive basis, unless agreed otherwise In Writing. During the term of the Engagement, the Client shall not (directly or indirectly) outsource the engagement to third parties, nor shall the Client fill the position independently (whether internally or externally) without the involvement of &deBlauw.
2. Candidates who come forward through the Client, third parties or other channels shall be included by &deBlauw in the selection process. The Client is obliged to notify &deBlauw thereof without delay.
3. A change to the role or candidate profile that affects the core of the search mandate, including a change in role level, reporting line, terms of employment (by more than 20%) or geographical scope, shall be treated as a new Engagement. &deBlauw shall notify the Client thereof In Writing with stated reasons before any further costs are charged.
4. Any breach of the exclusivity obligation referred to in paragraph 1 of this Clause shall give rise to an immediately payable penalty of €15,000 per breach and €1,000 for each day that the breach continues, without prejudice to the right of &deBlauw to the full fee in accordance with Clause 17 and to recovery of any additional loss to the extent that such loss exceeds the amount of the penalty.

CLAUSE 17. FEE STRUCTURE EXECUTIVE SEARCH

1. The fee shall amount to 30% of the first year's Gross Annual Remuneration of the Candidate, subject to a minimum of €30,000, unless agreed otherwise In Writing.
2. Invoicing shall take place in three equal instalments (1/3 - 1/3 - 1/3), as follows:
   a. 1/3 upon signing of the Agreement ("Retainer Fee");
   b. 1/3 upon Introduction of the first Candidate, but no later than 8 weeks after signing of the Agreement ("Shortlist Fee");
   c. the remaining balance of the fee, being the total fee less the Retainer Fee and the Shortlist Fee already invoiced, upon acceptance of an offer by the Candidate ("Completion Fee").
3. The Client shall, upon request, provide &deBlauw with the information necessary to determine the Gross Annual Remuneration, including a copy of the signed agreement with the Candidate. Where the contractual relationship is for a fixed term, Client shall also provide the agreed duration of that term.
4. If one or more Candidates receive an offer from the Client but do not accept it, the Retainer Fee and the Shortlist Fee shall remain payable in full. If no suitable Candidate proves available and &deBlauw terminates the Engagement pursuant to Clause 18.2, instalments not yet due shall not be invoiced; instalments already invoiced shall remain payable.

CLAUSE 18. WITHDRAWAL, CANCELLATION AND NO SUITABLE CANDIDATE

1. If the Client withdraws the Engagement or amends it after commencement to such an extent that a new Engagement arises (Clause 16.3), the Client shall remain liable for the full fee, without prejudice to liability for External Costs. If the Client suspends the performance of the Engagement for more than 30 consecutive calendar days without the Written consent of &deBlauw, the Engagement shall be deemed to have been withdrawn within the meaning of this paragraph.
2. If &deBlauw, after reasonable efforts and market research, substantiates that no suitable Candidate is available within the agreed profile and agreed parameters, &deBlauw shall be entitled to terminate the Engagement. The financial consequences of such termination are governed by Clause 17.4.

CLAUSE 19. OBLIGATION TO NOTIFY AND NON-CIRCUMVENTION

1. As soon as the Client and a Candidate enter into an employment contract or other contractual relationship, the Client shall notify &deBlauw thereof In Writing within 7 days and shall provide the information required for the determination of the fee.
2. If, within 18 months of Introduction, the Client (i) offers or enters into a contractual relationship with a Candidate directly, through a third party, through an affiliated entity or through any other arrangement, the Client shall owe the full fee in accordance with Clause 17.
3. If, within 18 months of Introduction, the Client introduces the Candidate to a third party and this results in a contractual relationship between the Candidate and that third party, the Client shall owe the full fee in accordance with Clause 17.
4. Breach of Clause 7, paragraph 2 and/or this Clause 19 shall give rise to an immediately payable penalty of €30,000 per breach and €2,500 for each day that the breach continues. The penalty shall be without prejudice to the right of &deBlauw to the fee due pursuant to Clause 17. Additional loss shall only be recoverable to the extent that the actual loss exceeds the amount of the penalty.

CLAUSE 20. REPLACEMENT GUARANTEE EXECUTIVE SEARCH

1. If the employment contract (or other contractual relationship) with the Candidate placed by &deBlauw terminates within 12 months of the start date due to a demonstrable mismatch with the Written agreed recruitment profile, &deBlauw shall initiate a replacement search procedure on one occasion, at no additional charge.
2. The following conditions are cumulative prerequisites for the operation of this guarantee:
   a. all invoices have been paid in full;
   b. the Client notifies &deBlauw In Writing within 5 Business Days of termination, stating the reasons therefor;
   c. the Client demonstrates In Writing with substantiated reasons that the termination is connected to a failure to meet the recruitment profile;
   d. the termination was not predominantly caused by reorganisation, a change of role, amended terms of employment, underperformance attributable to inadequate onboarding or supervision by the Client, or other circumstances predominantly attributable to the Client;
   e. any additional External Costs in connection with the replacement are reimbursed by the Client, if agreed in advance.
   f. the Full Selection Process as referred to in Clause 15.1(f) has been carried out by &deBlauw, including the Online Assessment. If Client requests that the Online Assessment be administered by a third party, the conditions set out in paragraph 3 of this Clause shall apply;
   g. &deBlauw has, following completion of the Online Assessment and the advice referred to in paragraph 5 of this Clause, confirmed In Writing that it is willing to apply the replacement guarantee. &deBlauw shall be entitled to withhold such confirmation if the advice of the Leadership Advisory consultant gives reason to do so. &deBlauw shall communicate its decision In Writing to Client within 5 Business Days of completion of the advisory session referred to in paragraph 5 of this Clause.
3. If Client requests that the Online Assessment be administered by a third party instead of by &deBlauw, the replacement guarantee referred to in paragraph 1 shall only be available if all of the following conditions are met:
   a. the assessment is administered by a recognised and independent firm using an instrument that &deBlauw considers to be of equivalent quality to the Online Assessment used by &deBlauw;
   b. &deBlauw receives the complete, unedited assessment report; a partial report or summary shall not suffice;
   c. the Leadership Advisory consultant of &deBlauw has reviewed and discussed the report in accordance with paragraph 5 of this Clause;
   d. &deBlauw has, on the basis of the report and the advice referred to in paragraph 5 of this Clause, confirmed In Writing that it is willing to provide the guarantee in accordance with paragraph 2(g); and
   e. the alternative assessment arrangements have been recorded In Writing as an addendum to the Agreement prior to administration of the assessment. The Executive Assessment as referred to in Clause 28.1(b) shall not qualify as an alternative to the Online Assessment for the purposes of this paragraph.
4. Where the contractual relationship between Client and Candidate has been entered into for a fixed term, the guarantee period shall terminate by operation of law on the end date of that contractual relationship, subject to a maximum of 12 months. If the contractual relationship is extended or converted into an agreement for an indefinite term, a guarantee period of 12 months shall apply calculated from the original start date.
5. Following completion of the Online Assessment, the Leadership Advisory consultant of &deBlauw shall discuss the outcomes with Candidate and Client. The consultant shall, on the basis of that discussion, provide an internal advice to &deBlauw. That advice shall form the basis for &deBlauw's decision regarding the provision of the guarantee as referred to in paragraph 2(g). The advice shall not be provided separately to Client. The discussion of the outcomes with Client shall take place in accordance with Clause 29.
6. In the event of cancellation or non-attendance by Candidate in respect of the Online Assessment, &deBlauw shall be entitled to charge Client for the actual costs of the assessment. The guarantee conditions referred to in Clause 20.2(f) shall remain in force provided that the Online Assessment is completed within 10 Business Days.

MODULE INTERIM MANAGEMENT

CLAUSE 21. DEFINITIONS INTERIM MANAGEMENT

1. In addition to Clause 1, the following definitions apply to Interim Management:
   a. Interim Management: the service by which &deBlauw recruits, selects and (acting as intermediary) introduces an Interim Professional for temporary work (a Project) with the Client.
   b. Project: the temporary work to be performed by the Interim Professional at the Client.

CLAUSE 22. REPLACEMENT AND ACCEPTANCE

1. &deBlauw reserves the right to replace an Interim Professional, after consultation with the Client.
2. If the Interim Professional fails to meet the required standard, the Client shall immediately notify &deBlauw by telephone and confirm this In Writing within 1 Business Day. The Client may invoke this right within 4 weeks of the commencement of the Project. &deBlauw shall use reasonable endeavours to arrange a suitable replacement.
3. If replacement proves not to be possible, the Client shall be entitled to terminate the deployment of the Interim Professional. Hours or days already worked, costs incurred and obligations already entered into shall remain payable in full.

CLAUSE 23. RATE, TIME RECORDING AND PAYMENT

1. Invoicing shall be based on the hours or days actually worked and costs incurred (as approved), based on a timesheet or expense statement approved by the Client, in accordance with Clause 6.
2. &deBlauw shall be entitled to adjust the rate in the event of a variation to the Agreement, including changes in scope, duration or level of engagement.

CLAUSE 24. RESTRICTIVE COVENANTS – INTERIM MANAGEMENT

1. The Client is prohibited, during the term of the Agreement and for 18 months following its termination, from entering into a contractual relationship, directly or indirectly, including through affiliated entities, third parties or other arrangements, with the Interim Professional introduced by &deBlauw, without the intermediary of &deBlauw.
2. If, within 18 months of termination of the Agreement or rejection of the Interim Professional, the Client nevertheless enters into a contractual relationship with the Interim Professional, or engages through the Interim Professional a person introduced by the Interim Professional, the Client shall owe &deBlauw a one-off fee of 30% of the total rate calculated by &deBlauw over 12 months based on full-time engagement, unless agreed otherwise In Writing. Payment of such fee shall be without prejudice to &deBlauw's right to any fee otherwise due. Additional loss shall only be recoverable to the extent that actual loss exceeds the amount of the fee.
3. The Client shall notify &deBlauw thereof within 10 Business Days of entering into the relationship and shall provide relevant information upon request.
4. &deBlauw shall contractually oblige the Interim Professional to comply with an equivalent non-circumvention covenant vis-à-vis the Client. If the Interim Professional initiates contact with the Client of its own accord with the intention of entering into a direct contractual relationship outside of &deBlauw, and the Client can demonstrate that the initiative rested predominantly with the Interim Professional, &deBlauw shall consult with the Client with a view to reaching a reasonable solution. In that event, the fee referred to in Clause 24.2 shall not be automatically due.

CLAUSE 25. DURATION AND TERMINATION – INTERIM MANAGEMENT

1. An Interim Management Agreement shall be entered into for a fixed term. An Agreement for an indefinite term may only arise through tacit continuation as referred to in paragraph 6 of this Clause.
2. Termination of an Agreement for an indefinite term shall only be effected by recorded delivery letter or by email with delivery receipt, with effect from the end of a calendar month, observing the following notice periods, based on the actual or reasonably expected total duration of the Engagement at the time of termination: (i) 1 month, if that duration is less than 3 months; (ii) 2 months, if that duration is between 3 and 6 months; (iii) 3 months, if that duration is 6 months or more; unless agreed otherwise In Writing.
3. An Agreement for a fixed term may not be terminated early, save in the cases of immediate termination pursuant to Clause 12.2 and/or exceptions expressly agreed in the Agreement.
4. If the Client terminates a fixed-term Agreement early or effectively discontinues its performance, the Client shall owe the agreed rate for the remaining agreed term, unless the parties have agreed a lower amount In Writing.
5. Upon termination of the Agreement, all payment obligations for work performed and costs incurred shall remain in force.
6. If an Agreement for a fixed term is tacitly continued after expiry of the agreed term, the Agreement shall be deemed to have been extended for an indefinite period, unless the Agreement expressly provides for a different term or condition. The notice periods referred to in paragraph 2 shall apply to an Agreement so extended.

CLAUSE 26. UNAVAILABILITY AND DEPARTURE

1. In the event of unavailability, illness or incapacity of the Interim Professional, the Client shall notify &deBlauw without delay so that appropriate measures may be taken.
2. &deBlauw accepts no liability for any loss suffered by the Client as a result of unavailability, illness or accident of the Interim Professional.

CLAUSE 27. INDEPENDENT CONTRACTOR STATUS

1. The Interim Professional performs the Project as an independent contractor and at their own risk. No employment relationship or relationship of authority exists between &deBlauw and the Interim Professional, nor between the Interim Professional and the Client.
2. The Client acknowledges the independent contractor status of the Interim Professional and shall refrain from any conduct that gives rise to a relationship of authority within the meaning of employment law. The Client may give the Interim Professional directions as to the result to be achieved by the Project, but not as to the manner in which the Interim Professional organises their work.
3. The Interim Professional is responsible for their own tax and social security obligations. The indemnity referred to in Clause 9, paragraph 5(e) shall apply to the extent that any claims by the Dutch Tax and Customs Administration and/or the Employee Insurance Agency (UWV) result from an act or omission by the Client in breach of paragraph 2 of this Clause.

MODULE LEADERSHIP ADVISORY

CLAUSE 28. DEFINITIONS LEADERSHIP ADVISORY

1. In addition to Clause 1, the following definitions apply to Leadership Advisory:
   a. Leadership Advisory: advisory and coaching services in the areas of leadership, organisation and behaviour, including assessments, development, coaching, evaluation and strategic advice, excluding Executive Search.
   b. Executive Assessment: the in-depth leadership assessment offered by &deBlauw as an optional component of an Executive Search Engagement or as a standalone service within Leadership Advisory. The Executive Assessment is facilitated by the Leadership Advisory consultant of &deBlauw and is not included in the fee as referred to in Clause 17. The Executive Assessment is separate from the Online Assessment as referred to in Clause 15.1(e).

CLAUSE 29. CANCELLATION AND RESCHEDULING

1. Cancellation or rescheduling of any planned assessment, interview, workshop or coaching session must be effected In Writing. The cancellation provisions of this Clause shall not apply to the Online Assessment administered in the context of an Executive Search Engagement; the provisions of Clause 20.6 shall apply in that regard.
2. Cancellation effected more than 5 Business Days before the scheduled date shall incur no charge, except for external costs already committed.
3. Cancellation effected within 5 Business Days before the scheduled date shall render 50% of the agreed fee for the relevant component immediately payable. Cancellation on the day of the scheduled session or non-attendance shall render 100% of the agreed fee for the relevant component immediately payable.
4. If &deBlauw cancels or reschedules a planned appointment, it shall notify the Client as soon as possible and propose a new date. &deBlauw shall not owe any compensation in that event, unless the cancellation occurs within 24 hours before the planned appointment, in which case &deBlauw shall credit a proportionate part of the fee or carry it forward to a date to be agreed.

CLAUSE 30. USE OF ASSESSMENT RESULTS

1. The Client acknowledges that an assessment represents a reflection of the performance, capabilities and potential of the Candidate at the time of the evaluation and provides a reasoned indication of future performance, without any warranty being given in that regard. Clauses 4 and 10 apply in full.
2. The foregoing shall be without prejudice to the requirement that Candidate completes the Online Assessment as referred to in Clause 15.1(e) and that the outcomes thereof are discussed in accordance with Clause 20.5, as a prerequisite for the application of the replacement guarantee set out in Clause 20.