# GENERAL TERMS AND CONDITIONS &DEBLAUW

**1 October 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**: in relation to a natural person or legal entity, any group company within the meaning of Section 2:24b of the Dutch Civil Code and any other legal entity or entity that directly or indirectly controls, is controlled by or is under common control with that person. A reference to an Affiliated Entity without further specification shall in any event include an Affiliated Entity of the Client. An Affiliated Entity of &deBlauw shall also include 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 engagement given by the Client to &deBlauw to perform one or more Services, as further described in the Agreement.
   f. Agreement: the contract for services (overeenkomst van opdracht) within the meaning of Section 7:400 of the Dutch Civil Code between the Client and &deBlauw, consisting of: (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**: the natural person who, through the intermediary of &deBlauw, carries out a Project for the Client, as well as, where the context so requires, the legal entity or business through which that natural person is contracted by &deBlauw.
   j. **Parties**: &deBlauw and the Client together.
   k. **In Writing**: by letter, by e-mail or via any other electronic means of communication that produces a durable record.
   l. **Business Day**: Monday to Friday, excluding Dutch public holidays.
   m. **Assessment**: any test, questionnaire or evaluation of a Candidate, Interim Professional or Participant conducted by or on behalf of &deBlauw, including in any event the Online Scan (Clause 15.1(e)) and the Executive Leadership Assessment (Clause 28.1(b)).
2. The definitions in Clauses 15, 21 and 28 apply throughout these General Terms and Conditions, including outside the module in which they are set out.

## 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) any data processing agreement, solely insofar as it concerns the processing of personal data; (iv) the applicable module of these General Terms and Conditions; (v) the general part of these General Terms and Conditions (Clauses 1 to 14 inclusive); (vi) other appendices.
4. If and insofar as any provision of the Agreement is or becomes void or is annulled, or reliance on it would be unacceptable according to standards of reasonableness and fairness, the remaining provisions shall remain in full force

and effect. The relevant provision shall then be replaced by a permissible provision that reflects the purpose and intent of the original provision as closely as possible. If a provision is only partly impermissible, the remainder of that provision shall remain in force.

**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. If &deBlauw makes an Introduction before an Agreement has been recorded In Writing, and the Client invites the relevant Candidate or Interim Professional to an interview or assessment, or contacts that person directly or indirectly regarding a role or assignment, the Agreement shall be deemed to have been formed at that moment, provided that &deBlauw referred to and enclosed these General Terms and Conditions with the Introduction. In that event the Client shall not owe a Retainer Fee or Shortlist Fee, but Clauses 19 and 24 shall in any event apply.
4. Timescales are indicative and shall not constitute strict deadlines, unless expressly agreed otherwise In Writing. Failure to meet a timescale shall only entitle the Client to terminate the Agreement in whole or in part after the Client has given &deBlauw a reasonable period In Writing in which to perform and &deBlauw has failed to perform within that period. Any liability of &deBlauw shall be determined exclusively in accordance with Clause 9.
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, its 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 makes provision for the latter situation, and Section 7:407(2) of the Dutch Civil Code, which establishes joint and several liability where an engagement is given to two or more persons, shall not apply. Persons associated with &deBlauw include its directors, employees, advisers and third parties engaged by it.
7. Where the Agreement is entered into by or on behalf of two or more natural persons or legal entities and those parties have signed the Agreement or have otherwise committed themselves thereto In Writing, they shall be jointly and severally liable for all obligations under the Agreement.
8. Section 7:408(1) and Section 7:411 of the Dutch Civil Code shall not apply. The Client may only terminate, cancel or end the Agreement in the cases and with the consequences provided for in these General Terms and Conditions and the applicable module.

**CLAUSE 4. NATURE AND STANDARD OF THE 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 obligations to use reasonable skill and care, 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 always remains solely responsible 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.
6. &deBlauw shall perform the Engagement in compliance with laws and regulations on equal treatment. &deBlauw shall be entitled not to comply with requests or selection criteria of the Client which, in its reasonable opinion, conflict with

such laws and regulations and, if the Client persists, to terminate the Agreement without being liable for damages. Amounts due up to that moment shall remain payable.

7. &deBlauw may use digital tools in performing the Engagement, including artificial intelligence applications. Decisions on the selection, nomination or rejection of Candidates shall not be based solely on automated processing; meaningful human review shall always take place. &deBlauw shall inform Candidates of the use of such tools to the extent required by law.

**CLAUSE 5. OBLIGATIONS AND RESPONSIBILITIES OF THE CLIENT**

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, decisionmakers, 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 arising 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 privacy); and
   d. compliance with all laws and regulations applicable to 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 to working or reporting lines).
6. During the term of the Agreement and for 12 months following its termination, the Client shall not, without the prior Written consent of &deBlauw, directly or indirectly enter into an employment contract or other contractual relationship with any employee or other person, other than an Interim Professional, who is or has been materially involved in the performance of the Engagement on behalf of &deBlauw, nor enter into negotiations with such person to that effect.
7. If the Client enters into an employment contract or other contractual relationship in breach of paragraph 6, the Client shall owe &deBlauw an immediately payable fee equal to 30% of that person's gross full-time annual remuneration, including holiday allowance and the monetary value of all fixed and variable emoluments. This fee is without prejudice to &deBlauw's right to claim additional damages to the extent that its demonstrable loss exceeds the fee.
8. Before recruitment commences, the Client shall provide &deBlauw In Writing with the intended remuneration level or remuneration range for the role and warrants that this information complies with applicable pay transparency laws and regulations. &deBlauw shall be entitled to disclose this information to Candidates. The Client shall be responsible for its own remuneration policy.

**CLAUSE 6. FEES, EXTERNAL COSTS, INVOICING AND PAYMENT**

1. All fees and amounts are exclusive of VAT and External costs, unless expressly agreed otherwise.
2. External costs shall only be incurred with the Client's prior Written consent. If prior consent cannot reasonably be awaited due to urgency, &deBlauw shall notify the Client thereof In Writing as soon as possible. Such external costs shall only be charged to the extent that they were reasonable and 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 at all times be entitled to require (i) advance payment and/or (ii) security which it reasonably considers sufficient for existing and future payment obligations, in particular if the Client fails to make a payment on time or &deBlauw has reasonable grounds to doubt the Client's creditworthiness or ability to pay. Until such request has been complied with in full, &deBlauw shall be entitled to suspend performance of the Engagement with immediate effect. &deBlauw shall not be liable for any loss resulting from such suspension.

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 part of a month being treated as a full month.
6. The fee for out-of-court collection costs shall amount to 15% of the principal sum due, subject to a minimum of EUR 500. Where the reasonable out-of-court costs actually incurred exceed that amount, they shall be borne by the Client, provided that &deBlauw substantiates those costs.
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 immediately to suspend performance of the Engagement and to suspend the use of any results to which unpaid invoices relate until payment has been made in full. &deBlauw shall also be entitled in such circumstances to terminate the Agreement in whole or in part in accordance with Clause 12 and, where applicable, Clause 25. All work already performed, costs incurred, fee instalments that have fallen due and other amounts payable under the applicable module shall remain due. &deBlauw shall not be liable for any loss resulting from a lawful suspension or termination.
9. &deBlauw shall be entitled to adjust its rates annually with effect from 1 January. The adjusted rates shall apply to new Engagements, to Engagements of indefinite duration and to Engagements tacitly extended in accordance with Clause 25.7, provided that the Client has been notified of the adjustment In Writing at least 30 days in advance. For an existing fixed-term Engagement or an Executive Search Engagement, a rate adjustment shall apply only if provided for in the Agreement or agreed by the Parties In Writing.
10. The cancellation charge (Clause 18), the transfer fee (Clause 24), the termination fee (Clause 25), the amounts payable upon cancellation (Clause 29.3) and the fees that remain payable upon termination (Clause 31.3) constitute consideration for services provided by &deBlauw, costs incurred and loss of remuneration, and not a penalty within the meaning of Section 6:91 of the Dutch Civil Code.

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

1. The Parties are obliged to maintain confidentiality regarding all confidential information they obtain from each other within the context of the Agreement, including in any event data relating to Candidates, Interim Professionals and Participants, rates, fees, methodologies and business information, as well as all information of which the receiving party should reasonably understand the confidential nature. This obligation does not apply to information that (i) is in the public domain other than as a result of a breach of this Clause, (ii) was demonstrably already lawfully held by the receiving party, or (iii) must be disclosed by law, court order or a decision of a regulatory authority; in the latter case, the disclosing party shall inform the other party in advance to the extent permitted. This obligation also applies to employees, directors, advisers and third parties engaged by either party and shall remain in full force and effect after termination of the Agreement.
2. The results of Assessments, reports, test outcomes and data relating to Candidates, Interim Professionals or Participants are confidential and may be used solely for the purposes specified in the Engagement. Disclosure or provision to third parties is permitted only 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 by law.
3. Personal data shall be processed in accordance with applicable data protection legislation. The Parties shall in principle each act as an independent controller. To the extent that &deBlauw acts as a processor on behalf of the Client in performing the Engagement, the Parties shall enter into a data processing agreement before commencement.
4. &deBlauw shall disclose personal data or results of Assessments 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 results of Assessments received solely for the purpose of the Engagement. If a Candidate or Interim Professional is not selected or placed, the Client shall delete or destroy such data no later than 4 weeks after completion of the selection process or Assessment, unless statutory retention obligations require otherwise. The Client shall not retain personal data of Candidates or Interim Professionals for longer than is 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 the periods stated in

&deBlauw's privacy policy. Inclusion in &deBlauw's candidate database after completion of the Engagement shall only take place on a valid legal basis, such as the consent of the data subject.

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 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 process personal data and results of Assessments only in accordance with applicable data protection legislation. &deBlauw shall be entitled to use anonymised or aggregated data for analysis, quality improvement and the development or improvement of methodologies, algorithms and artificial intelligence systems, provided that such data cannot be traced back to a natural person. Personal data and results of Assessments shall not be used to train publicly available external artificial intelligence models unless there is a valid legal basis for doing so and appropriate safeguards have been implemented.
9. To the extent that personal data are transferred to a country outside the European Economic Area in connection with the Engagement, the transferring Party shall ensure an adequate level of protection in accordance with Chapter V of the General Data Protection Regulation, for example by means of the standard contractual clauses adopted by the European Commission.

**CLAUSE 8. INTELLECTUAL PROPERTY AND USE OF DELIVERABLES**

1. All intellectual property rights in methodologies, materials (including materials for Assessments), reports, formats and other deliverables used or developed by &deBlauw shall vest in &deBlauw or its licensors, unless agreed otherwise In Writing.
2. Following payment in full, the Client shall be granted a non-exclusive, non-transferable and non-sublicensable right to use the deliverables solely for internal use and for the purpose of the Engagement. For so long as the Client is in default in respect of amounts relating to those deliverables, the right of use shall be suspended. Termination of the Agreement shall not affect the right to use deliverables that have been paid for in full, subject to Clause 7.

**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) taking its own decisions on the basis of advice, reports, profiles, Assessments, references or oral feedback. &deBlauw shall furthermore 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 direct loss that is the direct consequence of a failure of performance attributable to &deBlauw, provided that the Client (i) serves Written notice of breach on &deBlauw and (ii) grants &deBlauw a reasonable period in which to remedy the failure, and &deBlauw remains in breach after expiry of that period.
3. Any liability of &deBlauw for indirect loss is excluded, including consequential loss, loss of profit, loss of savings, loss of opportunity, reputational damage, loss of data and non-material loss.
4. If and to the extent that &deBlauw is liable, such liability shall be limited to the amount paid under &deBlauw's liability insurance in respect of the relevant claim, plus the applicable excess, provided that &deBlauw's total liability per Engagement shall in all circumstances be limited to EUR 100,000. If, for any reason, no payment is made under the insurance, liability shall additionally be limited to the fee, exclusive of VAT, paid or undisputedly payable by the Client in respect of the relevant Engagement.
5. The Client shall indemnify &deBlauw, its Affiliated Entities and persons engaged by it against third-party claims to the extent that such claims arise from:
   a. inaccurate, incomplete or unlawfully disclosed information supplied by the Client;
   b. decisions, acts or omissions of the Client;
   c. arrangements or the contractual relationship between the Client and a Candidate or Interim Professional;
   d. use of results supplied by &deBlauw outside the purpose of the Engagement;
   e. any act or omission by the Client in breach of Clause 27; or
   f. selection criteria set, selection decisions taken or remuneration information provided by the Client.

The indemnity shall not apply to the extent that the claim results from wilful misconduct or deliberate recklessness on the part of &deBlauw itself or its managerial staff.

6. The indemnity referred to in paragraph 5 shall include all related reasonable defence costs, damages, additional assessments, interest and penalties, to the extent permitted by law. If &deBlauw is held liable for taxes or social security contributions as a result of an act or omission by the Client in breach of Clause 27, those amounts shall be borne in full by the Client.
7. Any claim by the Client against &deBlauw, including any claim for damages, shall become time-barred no later than 1 year after the date on which the Client knew or ought to have known, on the basis of the information reasonably available to it, both of the loss and of the party alleged to be liable for it.
8. The limitations set out in this Clause shall not apply to the extent that the loss results from wilful misconduct or deliberate recklessness on the part of &deBlauw itself or its managerial staff.
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 any advice, reports, profiles or other deliverables supplied by &deBlauw.
10. Notwithstanding paragraph 2 of this Clause, &deBlauw accepts no liability for loss of any nature or extent suffered by the Client because an Interim Professional does not meet the requirements set by the Client, or as a result of any act or omission of the Interim Professional in performing the Project. &deBlauw shall furthermore not be liable for any loss resulting from the Interim Professional's failure to perform, late performance or defective performance of its obligations. Decisions to engage an Interim Professional shall be made exclusively by the Client and at the Client's own risk and expense.
11. The limitations and exclusions of liability in this Clause shall apply irrespective of the legal basis of the claim, including tort. They shall also apply for the benefit of &deBlauw's Affiliated Entities and of the persons associated with &deBlauw as referred to in Clause 3.6, with the exception of Interim Professionals; they may invoke these provisions against the Client as if they were party to the Agreement.

**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. If a complaint is not submitted in time, all rights of the Client in respect of the relevant performance or, as the case may be, the right to contest the relevant invoice shall lapse.
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 mean any circumstance as referred to in Section 6:75 of the Dutch Civil Code and, to the extent not already covered thereby: (i) failure of (digital) infrastructure, (ii) illness and/or unavailability of key personnel, (iii) governmental measures, (iv) strikes, (v) war, (vi) epidemics or pandemics, and (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, each of the Parties shall be entitled to terminate the Agreement in whole or in part by Written notice without being liable for damages. Work already performed, costs incurred and other amounts that have fallen due before termination shall remain payable in full.

**CLAUSE 12. TERMINATION**

1. Termination of the Agreement shall be without prejudice to:
   a. payment obligations in respect of work already performed and costs already incurred; and
   b. the continued operation of provisions which by their nature are intended to survive termination, including provisions relating to liability, confidentiality, intellectual property and disputes.
2. &deBlauw shall be entitled to terminate the Agreement in whole or in part with immediate effect if:
   a. the Client is declared bankrupt;
   b. the Client applies for or is granted a suspension of payments;

c. the Client is wound up or ceases trading;
d. the Client commits an attributable breach and fails to remedy that breach within a reasonable period following Written notice of default;
e. a prejudgment or enforcement attachment is levied against the Client's property and is not lifted without delay; or
f. in the context of an Interim Management Engagement, the Interim Professional dies, is placed under guardianship or is convicted by final judgment of a criminal offence and receives a custodial sentence, whether suspended or otherwise.

3. The Client shall not be entitled to assign any right or obligation under the Agreement without the prior Written consent of &deBlauw.
4. Termination of the Agreement shall not entitle the Client to a refund or credit of amounts already paid or fallen due, unless and to the extent that termination is solely the result of a breach attributable to &deBlauw which &deBlauw has failed to remedy within a reasonable period following Written notice of default. In that event, the Client shall only be entitled to a credit of prepaid amounts directly relating to demonstrably unperformed work. The cancellation and termination provisions of the applicable modules shall remain fully effective.
5. To the extent that &deBlauw is entitled to give notice to terminate or otherwise terminate the Agreement under the Agreement or by law, the following shall apply. If the grounds for such termination are attributable to the Client, &deBlauw shall not be liable to pay any damages. If &deBlauw gives notice to terminate the Agreement without the grounds for doing so being attributable to the Client, &deBlauw shall observe a reasonable notice period only to the extent required by law. If &deBlauw cannot reasonably be required to continue the Agreement, it shall be entitled to terminate the Agreement with immediate effect. Any liability of &deBlauw shall be determined exclusively in accordance with Clause 9.
6. Without prejudice to the applicable module, &deBlauw shall be entitled to recover from the Client any direct loss and costs incurred as a result of termination attributable to the Client, to the extent that such loss and costs have not already been compensated by any fee, cancellation charge, termination fee or penalty due.

#### CLAUSE 13. GOVERNING LAW AND JURISDICTION

1. The Agreement and these General Terms and Conditions are governed exclusively by Dutch law.
2. Disputes between &deBlauw and the Client shall be submitted at first instance exclusively to the competent court of the District Court of Rotterdam (rechtbank Rotterdam), without prejudice to the mandatory jurisdiction of the subdistrict court (kantonrechter) and without prejudice to &deBlauw's right to submit a dispute to the court having jurisdiction by law.
3. If these General Terms and Conditions are available in more than one language, the Dutch text shall prevail in the event of any discrepancy in content or interpretation.

#### 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 from the effective date specified therein. They shall apply to Engagements of indefinite duration, and to Engagements tacitly extended in accordance with Clause 25.7, 30 days after &deBlauw has provided them to the Client, unless &deBlauw specifies a later effective date. Amended General Terms and Conditions shall apply to a fixed-term Engagement only 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: any presentation, whether oral or In Writing, by &deBlauw to the Client of (anonymised or non-anonymised) details of a Candidate or Interim Professional. An Introduction shall also be deemed to have taken place if

the Client already knew the person concerned, unless the Client demonstrates In Writing, with supporting evidence, within 2 Business Days after the Introduction that this person was at that moment already actively participating in the Client's own selection procedure for the same role. An Introduction shall include, without limitation, sending a CV, profile, shortlist or candidate report, or naming or discussing a Candidate orally or in a meeting. An invitation to, or the holding of, an interview by the Client shall not be required.

c. Gross Annual Remuneration: the gross annual remuneration agreed between the Candidate and the Client for a full-time engagement, irrespective of the contractual form, including holiday allowance, 13th and/or 14th month payments, guaranteed bonuses, directors' fees, profit-sharing payments, fixed representation allowances and other fixed emoluments. Non-guaranteed variable remuneration shall be included at the full agreed on-target amount. A sign-on bonus, compensation for rights forfeited with the previous employer (buy-out) and the grant value of long-term incentives, shares, depositary receipts or options awarded in the first year shall also be included. A vehicle made available by the Client shall be valued at EUR 10,000 gross per annum.

d. External Costs: costs as referred to in Clause 6.2.

e. Online Scan: the standardised online assessment which &deBlauw requires in connection with an Executive Search Engagement, comprising personality questionnaires and/or cognitive ability tests. Online Scans are included in the fee referred to in Clause 17 subject to Clause 17.8, unless the Parties agree an alternative assessment procedure in advance In Writing in accordance with Clause 20.3. &deBlauw shall determine which instrument is used and may replace it with an instrument of equivalent quality.

f. Full Selection Process: the process carried out by &deBlauw, comprising at least: i. market research and sourcing; ii. assessment and selection; iii. one or more interviews by &deBlauw; iv. the Online Scan; and, where appropriate having regard to the stage of the process and subject to obtaining the Candidate's required consent, v. reference checks and vi. pre-employment screening. Any deviation shall only be valid if agreed In Writing.

g. Internal Candidate: any natural person who, at the commencement of or during the Engagement, works for the Client or an Affiliated Entity and who is considered or appointed during the term of the Engagement for the vacancy to which the Engagement relates. For the purposes of Clauses 16 to 20, an Internal Candidate shall be treated as a Candidate, irrespective of whether the Internal Candidate was put forward to &deBlauw by the Client or participated in the selection process.

h. Term: the period from the formation of the Agreement until the moment at which (i) a Candidate has accepted an offer from the Client, (ii) the Engagement has been cancelled or terminated pursuant to Clause 18, or (iii) twelve months have elapsed since the formation of the Agreement, whichever occurs first. References in this module to the term of the Engagement shall mean the Term. Expiry of the Term shall be without prejudice to Clause 19.

**CLAUSE 16. EXCLUSIVITY, INTERNAL CANDIDATES 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 instruct a third party in relation to the Engagement or fill the vacancy other than through &deBlauw. This prohibition covers both external appointments and internal appointments by way of appointment, promotion, transfer or temporary placement of a person working within the Client's organisation or an Affiliated Entity, provided that the appointment of an Internal Candidate in accordance with Clause 17.5 shall not constitute a breach of this paragraph if the Client complies with Clauses 16.3, 17.5 and 17.6.
2. The Client shall be responsible for investigating and assessing the availability and suitability of Internal Candidates before commencement of the Engagement. If an Internal Candidate becomes available, is identified, considered or appointed during the term of the Engagement, this shall be entirely at the Client's risk and expense and shall not affect the Client's payment obligations, including those under Clause 17.5.
3. Candidates who come forward during the term of the Engagement through the Client, an Affiliated Entity, third parties or other channels, and Internal Candidates considered by the Client for the vacancy, shall be included by &deBlauw in the selection process. The Client shall notify &deBlauw thereof without delay. The terms of the Engagement, including Clause 17, shall apply in full to those Candidates and Internal Candidates.
4. If the Client materially changes the role or candidate profile, including a change in role level, reporting line or geographical scope or a change of more than 20% in the intended Gross Annual Remuneration, &deBlauw shall propose to the Client In Writing, giving reasons, that the amended search be carried out as a new Engagement. If the Client agrees to this In Writing, Clause 18.5 shall apply. If the Client does not agree, &deBlauw shall be entitled to continue the

search on the basis of the original profile or to terminate the Engagement; in the event of termination, the last three sentences of Clause 18.6 shall apply mutatis mutandis.

5. If the Client breaches the exclusivity undertaking in paragraph 1 and fills the vacancy other than through &deBlauw, the Client shall owe the full fee in accordance with Clause 17. Fee instalments already invoiced shall be deducted from the final account. The same financial consequences shall apply if the Client appoints an Internal Candidate and fails to comply with the notification or information obligations in paragraph 3 and Clause 17.6. In addition, the Client shall owe an immediately payable penalty of EUR 15,000 for each breach.

**CLAUSE 17. FEE STRUCTURE EXECUTIVE SEARCH**

1. The fee shall amount to 30% of the Candidate's first year's Gross Annual Remuneration, subject to a minimum of EUR 30,000, unless agreed otherwise In Writing.
2. The Retainer Fee and the Shortlist Fee shall be the fixed amounts stated in the Agreement or, if no fixed amounts have been stated, shall each amount to one third of the fee, calculated on the estimated Gross Annual Remuneration recorded in the Agreement or, if no estimate has been recorded, on the minimum fee referred to in paragraph 1. Upon the Completion Fee, a final reconciliation shall take place on the basis of the actual Gross Annual Remuneration; instalments already invoiced shall not be credited. Invoicing shall take place in three instalments, as follows:
   a. the first instalment upon formation of the Agreement (the 'Retainer Fee');
   b. the second instalment upon the earlier of: (i) the first Introduction of a Candidate, irrespective of whether the Client subsequently invites or meets that Candidate; and (ii) the expiry of 8 weeks after formation of the Agreement, irrespective of whether any Candidate has been introduced by that time (the 'Shortlist Fee'); and
   c. the fee, less the Retainer Fee and the Shortlist Fee, upon acceptance of an offer by the Candidate (the 'Completion Fee'), irrespective of whether and when the Candidate actually commences employment. Any early departure of the Candidate shall be governed exclusively by Clause 20.
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. If the contractual relationship is for a fixed term, the Client shall also provide the agreed contractual 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 to be available, Clause 18.6 shall apply.
5. If the Client fills the vacancy in whole or in part with an Internal Candidate during the term of the Engagement, the Client shall owe the full fee referred to in paragraph 1. The Retainer Fee and Shortlist Fee already invoiced shall be deducted from the final account. This shall apply irrespective of:
   a. when the Internal Candidate came to the Client's attention;
   b. whether the Client could have identified or assessed the Internal Candidate before commencement of the Engagement;
   c. whether the Internal Candidate was identified or assessed by &deBlauw or participated in the selection process;
   d. whether the appointment results directly or indirectly from &deBlauw's work; and
   e. the nature or duration of the employment or other contractual relationship entered into with the Internal Candidate.
   Filling the vacancy with an Internal Candidate shall include appointment, promotion, transfer, temporary placement or the Internal Candidate's de facto performance of the role.
6. Within 7 days after the appointment of an Internal Candidate, the Client shall provide &deBlauw with all information required to determine the Gross Annual Remuneration and the fee payable under paragraph 5. Clause 17.3 shall apply mutatis mutandis. If the Client fails to provide this information in time, &deBlauw shall be entitled provisionally to determine the fee by reference to the maximum Gross Annual Remuneration agreed for the Engagement or, if no maximum was agreed, by reference to a market-rate Gross Annual Remuneration reasonably determined by &deBlauw. A final reconciliation shall take place if necessary after receipt of the correct information.
7. The fee shall be payable irrespective of whether an appointment is subject to, or is subsequently prevented by, a fit and proper assessment by a regulatory authority, the outcome of a screening or the obtaining of a certificate of conduct (Verklaring Omtrent het Gedrag). A negative outcome shall not constitute a mismatch within the meaning of Clause 20.1, unless &deBlauw itself carried out the screening under the Agreement and failed in a manner attributable to it.
8. &deBlauw shall conduct the Online Scan for each Candidate whom the Client, following a first interview, wishes to invite to a second interview, prior to that second interview. Where the Client wishes to make an offer to a Candidate without a second interview, &deBlauw shall conduct the Online Scan before the offer is made.

**CLAUSE 18. SUSPENSION, CANCELLATION AND NO SUITABLE CANDIDATE**

1. The Client may suspend or cancel an Executive Search Engagement In Writing. If a suspension continues for more than 30 consecutive calendar days, the Engagement shall be deemed cancelled, unless the Parties agree otherwise In Writing.
2. Upon cancellation, all fee instalments already invoiced and all fee instalments that have fallen due under Clause 17.2 shall remain payable in full. In addition, the Client shall owe a cancellation charge equal to 75% of the next fee instalment that has not yet fallen due. External Costs already incurred or irrevocably committed shall remain payable in full. If all fee instalments have already fallen due at the time of cancellation, no separate cancellation charge shall be payable. If, following cancellation, the full fee nevertheless becomes payable pursuant to Clause 17 or Clause 19, the fee instalments already invoiced or fallen due and the cancellation charge payable under this paragraph shall be deducted from that full fee. External Costs shall be excluded from this deduction.
3. If, following cancellation or a suspension of more than 30 consecutive calendar days, the Client wishes to resume work in relation to the same or a substantially similar vacancy, this shall constitute a new Engagement and the Parties shall agree the fee in advance In Writing.
4. Filling the vacancy in whole or in part with an Internal Candidate shall not constitute cancellation of the Engagement. Clause 17.5 shall apply in that event.
5. If the Client agrees, in accordance with Clause 16.4, to the amended search being carried out as a new Engagement, the original Engagement shall be deemed cancelled and paragraphs 2 and 3 of this Clause shall apply.
6. If, after demonstrable reasonable efforts and market research, &deBlauw determines on reasoned grounds that no suitable Candidate is available within the agreed profile and parameters, &deBlauw shall notify the Client thereof In Writing. The Parties shall consult on adjustments to the profile or parameters. If the Client does not agree to an adjustment which &deBlauw considers necessary on reasoned grounds, &deBlauw shall be entitled to terminate the Engagement. The Retainer Fee and the Shortlist Fee shall remain payable in full. To the extent that the Shortlist Fee has not yet fallen due at the time of termination, it shall fall due immediately at that time. The Completion Fee shall not be invoiced.

**CLAUSE 19. OBLIGATION TO NOTIFY APPOINTMENT 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 to determine the fee.
2. If, within 18 months after Introduction, the Client enters into a contractual relationship with a Candidate directly, through a third party, through an Affiliated Entity or through any other arrangement, or if an offer made by the Client is accepted by the Candidate, the Client shall owe the full fee in accordance with Clause 17. Any fee instalments already invoiced in respect of that Candidate shall be deducted from the final account.
3. If, within 18 months after Introduction, the Client introduces a Candidate to a third party and that introduction directly or indirectly contributes to a contractual relationship being entered into between the Candidate and that third party, the Client shall owe the full fee in accordance with Clause 17. Any fee instalments already invoiced in respect of that Candidate shall be deducted from the final account. The fee shall be calculated on the Gross Annual Remuneration agreed between the Candidate and that third party. If the Client is unable to demonstrate this within 10 Business Days of a request by &deBlauw, the highest Gross Annual Remuneration agreed or estimated for the Engagement shall apply and, failing that, the minimum fee referred to in Clause 17.1.
4. If the Client breaches Clause 7.2 or paragraphs 1, 2 or 3 of this Clause, the Client shall owe an immediately payable penalty of EUR 30,000 for each breach. If the breach continues after &deBlauw has demanded its cessation In Writing, the Client shall also owe EUR 2,500 for each calendar day on which the breach continues, subject to a maximum of EUR 60,000 for each breach. The penalty shall be without prejudice to the fee payable under Clause 17. Additional damages shall only be payable to the extent that the demonstrable loss exceeds the aggregate of the fee and the penalty. A breach of paragraph 1 of this Clause shall only result in the penalty described above if the Client fails to comply with the notification obligation within 5 Business Days after Written demand.

**CLAUSE 20. REPLACEMENT ARRANGEMENT EXECUTIVE SEARCH**

1. If the employment contract or other contractual relationship with the Candidate placed by &deBlauw terminates within 12 months after the start date due to a demonstrable mismatch with the recruitment profile agreed In Writing, &deBlauw shall commence a replacement search on one occasion without charging an additional fee. If the Gross

Annual Remuneration of the replacement Candidate exceeds that of the original Candidate, the Client shall owe the fee referred to in Clause 17.1 on the difference.

2. The following conditions must all be satisfied for the replacement arrangement to apply:
   a. all invoices have been paid in full;
   b. the Client notifies &deBlauw of the termination In Writing within 5 Business Days after the termination, stating the reasons;
   c. the Client substantiates In Writing, giving reasons, that the termination is connected with the Candidate's failure to meet the recruitment profile;
   d. the termination was not predominantly caused by a reorganisation, a change to the role, changes to the terms of employment, underperformance due to inadequate onboarding or support by the Client, a negative outcome of a regulatory assessment or screening as referred to in Clause 17.7, or other circumstances predominantly attributable to the Client;
   e. the Client reimburses the External Costs of the replacement search;
   f. &deBlauw has completed the Full Selection Process referred to in Clause 15.1(f), including the Online Scan. If the Client requests that the Online Scan be replaced by an assessment conducted by a third party, the conditions in paragraph 3 shall apply; and
   g. following completion of the Online Scan and the advice referred to in paragraph 5, &deBlauw has confirmed In Writing that it is willing to grant the replacement arrangement. &deBlauw may only withhold that confirmation, giving reasons, if the advice of its Leadership Advisory consultant gives reason to do so. &deBlauw shall notify the Client of its decision In Writing within 5 Business Days after completion of the advisory discussion referred to in paragraph 5, and in any event before the Client makes an offer to the Candidate. If the Client makes an offer before this decision has been communicated, the replacement arrangement shall not apply.
3. If the Client requests that the Online Scan be replaced by an assessment conducted by a third party, the replacement arrangement shall only apply if:
   a. the alternative assessment is conducted by a recognised and independent firm using an instrument which, in &deBlauw's opinion, is qualitatively comparable to the Online Scan used by &deBlauw;
   b. &deBlauw receives the complete, unedited report of the alternative assessment;
   c. &deBlauw's Leadership Advisory consultant has discussed the report in accordance with paragraph 5;
   d. on the basis of the report and the advice referred to in paragraph 5, &deBlauw has confirmed In Writing that it is willing to grant the replacement arrangement in accordance with paragraph 2(g); and
   e. the arrangements regarding the alternative assessment have been recorded In Writing in an addendum to the Agreement before it is carried out.
   The Executive Leadership Assessment referred to in Clause 28.1(b) shall not qualify as an alternative to the Online Scan for the purposes of this paragraph.
4. If the contractual relationship between the Client and the Candidate is entered into for a fixed term, the period during which the replacement arrangement applies shall end automatically 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 of indefinite duration, a period of 12 months shall apply from the original start date.
5. After completion of the Online Scan, &deBlauw's Leadership Advisory consultant shall discuss the results with the Candidate and the Client. On the basis of that discussion, the consultant shall provide advice to &deBlauw. That advice shall form the basis of &deBlauw's decision on whether to grant the replacement arrangement as referred to in paragraph 2(g). The advice shall not be provided separately to the Client. The discussion of the results with the Client shall take place in accordance with Clauses 7.4 and 30.
6. If the Candidate cancels or fails to attend the Online Scan, &deBlauw shall be entitled to charge the Client the costs actually incurred for the Online Scan. The condition in paragraph 2(f) shall remain satisfied provided that the Online Scan is completed within 10 Business Days thereafter.

## 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 introduces an Interim Professional and, following formation of the Agreement, arranges the contracting, invoicing and administrative handling of the Interim Professional's engagement for a Project for the Client. The Interim Professional performs the Project independently; &deBlauw is not responsible for the content, the manner of performance or the result of the Interim Professional's work.
   b. Project: the temporary work to be performed by the Interim Professional for the Client.
   c. Rate: the rate agreed between &deBlauw and the Client and charged to the Client for the engagement of the Interim Professional, exclusive of VAT and separately agreed costs.

**CLAUSE 22. REPLACEMENT AND ACCEPTANCE**

1. &deBlauw shall be entitled, after consultation with the Client, to replace the Interim Professional with another Interim Professional whom &deBlauw reasonably considers suitable for the Project. The Client shall not unreasonably withhold its cooperation with a proposed replacement.
2. If the Client considers that the Interim Professional materially fails to meet the requirements agreed In Writing for the Project, the Client shall notify &deBlauw thereof immediately by telephone and shall confirm the matter In Writing, giving reasons, within 1 Business Day. The Client may only rely on this provision if the failure is reported within 4 weeks after commencement of the Project and the Client has given &deBlauw and the Interim Professional a reasonable opportunity to remedy the failure.
3. If the failure cannot be remedied or is not remedied within a reasonable period, &deBlauw shall use reasonable endeavours to propose a suitable replacement Interim Professional within a reasonable period. The Client shall only be entitled to terminate the Agreement early in respect of the relevant Project if:
   a. the Client has complied in time with all obligations under paragraph 2;
   b. &deBlauw, after being given a reasonable opportunity to do so, is unable to propose a suitable replacement Interim Professional; and
   c. the alleged failure is not the result of any change to the Project, the work, the requirements, the working conditions or other circumstances attributable to the Client.
4. Termination pursuant to paragraph 3 shall have prospective effect only. All hours or days worked up to the termination date, costs incurred, commitments already entered into and other amounts that have fallen due up to that date shall remain payable in full.
5. Replacement of the Interim Professional shall not change the agreed term, Rate or other terms of the Agreement, unless the Parties agree otherwise In Writing.

**CLAUSE 23. RATE, TIME RECORDING AND PAYMENT**

1. Invoicing shall be based on the hours or days actually worked by the Interim Professional and the costs payable by the Client, at the agreed Rate and in accordance with Clause 6.
2. The Client shall approve the timesheet or statement of work supplied by &deBlauw or the Interim Professional within 5 Business Days after receipt. If the Client does not raise a reasoned objection In Writing within that period, the timesheet or statement of work shall be deemed approved.
3. An objection to a timesheet or statement of work shall not suspend the payment obligation in respect of the undisputed part of the invoice. At &deBlauw's first request, the Client shall provide all information reasonably required to assess the objection.
4. The Rate may only be adjusted in accordance with Clause 6.9 or if agreed by the Parties In Writing. If, following Written notice of a proposed adjustment, the Client permits the adjusted engagement to commence or continue without reservation, the Client shall be deemed to have accepted the adjusted Rate.

**CLAUSE 24. DIRECT ENGAGEMENT OF AN INTERIM PROFESSIONAL**

1. Only this Clause shall apply to the direct or indirect contracting of an Interim Professional. During the term of the Agreement and for 18 months following its termination, the Client may directly or indirectly enter into an employment or other contractual relationship with an Interim Professional proposed, introduced or engaged by &deBlauw, provided that the Client:
   a. notifies &deBlauw thereof in advance In Writing in accordance with paragraph 7; and
   b. pays &deBlauw the transfer fee referred to in this Clause.

2. Entering into a contractual relationship as referred to in paragraph 1 shall include:
   a. directly or indirectly procuring the performance of work by the Interim Professional;
   b. contracting through an Affiliated Entity, third party, intermediary, personal service company or any other natural person or legal entity associated with the Interim Professional;
   c. entering into an employment contract, contract for services, contract for work, management agreement, cooperation agreement or any other legal relationship under which work is performed; and
   d. engaging a person introduced by or affiliated with the Interim Professional, whether as a replacement for or in addition to the Interim Professional.
3. If the Client enters into a contractual relationship as referred to in paragraph 1, the Client shall owe &deBlauw a one-off transfer fee equal to 30% of the Rate that &deBlauw would have charged the Client had the engagement continued for 12 months.
4. The transfer fee shall be calculated by reference to the last agreed Rate or, if no Rate has been agreed, the Rate offered by &deBlauw to the Client for the engagement or the Rate that &deBlauw would reasonably have applied, and by reference to:
   a. the last agreed level of engagement of the Interim Professional;
   b. failing that, the average actual level of engagement during the preceding 3 months; or
   c. if the engagement has not yet commenced, the level of engagement agreed or reasonably anticipated for the Project.
5. If the engagement has not yet commenced, the transfer fee shall only be payable if the Client enters into the contractual relationship within 18 months after the Interim Professional was last proposed or introduced to the Client by &deBlauw.
6. The transfer fee shall be payable irrespective of:
   a. which party initiated the direct or indirect engagement;
   b. the legal form in which the work is performed;
   c. any change to the role, engagement, work or contracting party;
   d. contracting by or through an Affiliated Entity or third party; or
   e. any interruption between the engagement through &deBlauw and the direct or indirect engagement.
7. The Client shall notify &deBlauw no later than 10 Business Days before entering into the direct or indirect contractual relationship and shall provide all information required to determine the transfer fee payable.
8. If the Client does not provide the information referred to in paragraph 7 in time or in full, &deBlauw shall be entitled provisionally to determine the transfer fee by reference to the Rate determined in accordance with paragraph 4 and a full-time engagement for 12 months. A final reconciliation shall take place, if necessary, after receipt of complete and correct information.
9. The Parties proceed on the basis that the Dutch Placement of Personnel by Intermediaries Act (Wet allocatie arbeidskrachten door intermediairs, Waadi) does not apply to the engagement of the Interim Professional (see Clause 27.6). Should such engagement nevertheless, contrary to the foregoing, be classified as the provision of workers within the meaning of the Waadi, or should any other mandatory statutory prohibition on restrictions apply, this Clause shall not prevent a direct working relationship from being entered into between the Client and the Interim Professional following the end of the engagement. In that event, the Client shall owe &deBlauw the reasonable fee permitted by law for the services provided by &deBlauw in connection with the recruitment, selection, introduction, contracting and administration of the Interim Professional. If the transfer fee calculated under this Clause exceeds that reasonable fee, the transfer fee shall be reduced to that reasonable fee; in all other cases the transfer fee shall remain payable in full.
10. &deBlauw may agree a lower transfer fee or a different calculation method with the Client only In Writing.
11. The transfer fee referred to in this Clause shall be without prejudice to &deBlauw's right to payment for work already performed, costs incurred and other amounts that have fallen due. Additional damages shall only be payable to the extent that &deBlauw's demonstrable loss exceeds the transfer fee payable under this Clause.
12. If the Client enters into a contractual relationship as referred to in paragraph 1 during the term of a fixed-term Agreement, the Client shall owe the higher of the transfer fee and the termination fee referred to in Clause 25.4, and not both.

**CLAUSE 25. DURATION AND TERMINATION (INTERIM)**

1. An Agreement for Interim Management shall be entered into for a fixed term. Continuation after the agreed end date shall not give rise to an Agreement of indefinite duration; paragraph 7 shall apply in that event.

2. Either Party may terminate a tacit extension as referred to in paragraph 7 by Written notice with effect from the end of a calendar month, subject to a notice period of one month. This right of termination applies solely to a tacit extension as referred to in paragraph 7; paragraph 3 shall apply in full to any term or extension agreed In Writing. Paragraph 6 of this Clause shall apply in full.
3. A fixed-term Agreement may not be terminated early, except:
   a. termination on account of prolonged force majeure in accordance with Clause 11.3;
   b. termination pursuant to Clause 12.2;
   c. termination by the Client in accordance with Clause 22.3; or
   d. where an express right of early termination has been agreed In Writing in the Agreement.
4. If the Client, in breach of paragraph 3, terminates a fixed-term Agreement early, gives notice of termination, in practice ceases its performance or no longer enables the Interim Professional to perform the agreed work, the Client shall owe &deBlauw:
   a. all amounts which &deBlauw owes or remains liable to pay to the Interim Professional or third parties as a result;
   b. a termination fee equal to 30% of the Rate that &deBlauw would have charged the Client had the Agreement continued unchanged for the remainder of the agreed term; and
   c. &deBlauw's other reasonable costs and direct loss, to the extent not already included in the amounts under a or b.
5. The termination fee referred to in paragraph 4(b) shall be calculated by reference to the last agreed Rate and the agreed level of engagement. The expected level of engagement stated in the Agreement shall be deemed the agreed level of engagement for the purposes of this calculation. If no fixed or expected level of engagement has been recorded, the calculation shall be based on the average actual level of engagement during the preceding 3 months or, if the Agreement has been in force for a shorter period, during its actual term. If no actual engagement has yet taken place, the calculation shall be based on the level of engagement that could reasonably be expected having regard to the nature and scope of the Project.
6. Upon termination of the Agreement, all payment obligations in respect of work performed, costs incurred, commitments already entered into and other amounts that have fallen due shall remain in full force and effect.
7. Any extension of the Agreement shall apply only for the extension period agreed In Writing and shall terminate automatically on the agreed end date. If the Project is continued with the consent of the Parties after the agreed end date without the Parties having agreed a new end date In Writing, the Agreement shall be deemed to have been extended on the same terms for a fixed term of one calendar month at a time. Paragraph 2 shall apply to any such tacit extension.
8. A reduction of more than 25% in the agreed level of engagement of the Interim Professional unilaterally implemented by the Client shall be treated as a partial early termination for the purposes of paragraph 4, unless &deBlauw has agreed to it In Writing. The termination fee shall then be calculated on the difference between the agreed and the reduced level of engagement.

**CLAUSE 26. UNAVAILABILITY OF THE INTERIM PROFESSIONAL**

1. If the Interim Professional is or is likely to become unable to perform the Project due to illness, accident or any other circumstance, &deBlauw and the Client shall notify each other thereof without delay after becoming aware of the matter, so that appropriate measures may be taken.
2. &deBlauw accepts no liability for any loss suffered by the Client as a result of the Interim Professional's unavailability, illness or accident.

**CLAUSE 27. INDEPENDENCE AND CLASSIFICATION OF THE WORKING RELATIONSHIP**

1. The Parties intend that the Interim Professional shall perform the Project independently and for its own account and risk and that no employment contract shall arise between the Interim Professional and &deBlauw or between the Interim Professional and the Client.
2. The Client shall organise the actual performance of the Project in accordance with this principle and applicable laws and regulations. The Client may only give directions regarding the intended result and the agreed milestones. The Client shall not give instructions as to the manner in which or the times at which the Interim Professional performs the work. Compliance with house rules concerning safety, access and information security shall not constitute such an instruction.

3. The Client shall notify &deBlauw without delay if the actual performance deviates or threatens to deviate from the agreed independent performance. At &deBlauw's first request, the Client shall cooperate with an assessment of the working relationship and with reasonable adjustments required to bring the actual performance into line with the Agreement and applicable laws and regulations.
4. The Interim Professional shall be responsible for its own tax and social security obligations, except to the extent that applicable laws and regulations provide otherwise.
5. The Client shall indemnify &deBlauw in accordance with Clauses 9.5 and 9.6 against tax, employment law and social security claims, additional assessments, interest, penalties and costs, to the extent that these result from an act or omission by the Client in breach of this Clause.
6. The Parties record that, in providing Interim Management, &deBlauw does not provide workers within the meaning of the Dutch Placement of Personnel by Intermediaries Act (Waadi): the Interim Professional does not perform the work under the supervision or direction of the Client. Where the Interim Professional acts as a (statutory) director or member of the management board, supervision by the supervisory board or the shareholders shall not constitute supervision or direction in that sense. The Client warrants that the actual performance is consistent with the foregoing and shall indemnify &deBlauw in accordance with Clauses 9.5 and 9.6 against penalties and other consequences if the actual performance deviates from it through the Client's actions.

## 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 Leadership Assessment: the in-depth leadership assessment offered by &deBlauw as an optional component of an Executive Search process or as a standalone service within Leadership Advisory. The Executive Leadership Assessment is conducted by &deBlauw's Leadership Advisory consultant and is not included in the fee referred to in Clause 17. The Executive Leadership Assessment is separate from the Online Scan referred to in Clause 15.1(e).
   c. Participant: any natural person who participates in an Assessment, development or coaching programme, workshop or other service in the context of a Leadership Advisory Engagement, other than a Candidate in the context of Executive Search.

### 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 in this Clause do not apply to an Online Scan carried out in connection with Executive Search; Clause 20.6 shall apply to such an Online Scan.
2. Cancellation effected more than 5 Business Days before the scheduled date shall incur no charge, except for External Costs already incurred or irrevocably committed as referred to in Clause 6.2.
3. Cancellation effected within 5 Business Days before the scheduled date shall render 50% of the agreed fee for the relevant component payable. Cancellation on the scheduled date or non-attendance shall render 100% of the agreed fee for the relevant component payable.
4. If &deBlauw cancels or reschedules a planned appointment, it shall notify the Client as soon as possible and propose a replacement date. If the appointment is rescheduled within a reasonable period, no credit shall be issued. If the appointment cannot be rescheduled within a reasonable period, &deBlauw shall only credit the fee already invoiced for that component.

### CLAUSE 30. USE OF ASSESSMENTS

1. The Client acknowledges that an Assessment, including the Online Scan, represents a reflection of the performance, capabilities and potential of the Candidate or Participant at the time of the assessment and provides only a reasoned indication of possible future performance, without giving any guarantee. Clauses 4, 9 and 10 shall apply in full.

2. The foregoing shall be without prejudice to the requirement, for the replacement arrangement in Clause 20 to apply, that the Online Scan referred to in Clause 15.1(e) has been completed and discussed in accordance with Clause 20.5, unless the Parties have agreed an alternative assessment procedure in advance In Writing in accordance with Clause 20.3.

**CLAUSE 31. FEES, DURATION AND TERMINATION LEADERSHIP ADVISORY**

1. The fee for Leadership Advisory shall be set out in the Agreement as a fixed amount per component or programme, or on a time-spent basis at the agreed hourly rate. Unless agreed otherwise, &deBlauw shall invoice fixed amounts at the start of the relevant component or programme and time spent monthly in arrears.
2. A Leadership Advisory Engagement for a programme shall be entered into for the term stated in the Agreement or until completion of the programme. The Client may terminate such an Engagement by Written notice, subject to a notice period of one month.
3. Upon termination, the following shall remain payable: (i) the fee for work performed and costs incurred, and (ii) the fee for components scheduled within the notice period, irrespective of whether they take place. Amounts paid in advance for components scheduled after expiry of the notice period shall be credited.

**CLAUSE 32. CONFIDENTIALITY AND REPORTING LEADERSHIP ADVISORY**

1. Before a programme commences, the Parties shall record In Writing which information &deBlauw will report to the Client. In the absence of such arrangements, &deBlauw shall report to the Client only on participation, progress in general terms and the agreed final report.
2. The content of discussions between &deBlauw's consultant and a Participant is confidential and shall not be disclosed to the Client without the Participant's consent.