

GENERAL TERMS AND CONDITIONS | Leitmotiv Consulting BV
Version March 2025



Governing Language

This document may be translated into English for convenience purposes only. In the event of any inconsistency, discrepancy, or ambiguity between the Dutch and English versions of this document, the Dutch version shall prevail. The Dutch text shall be deemed the authentic and legally binding version. Any interpretation or construction of this agreement shall be based solely on the Dutch version.

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1. Definitions

1.1 **Client:** any natural or legal person entering into an agreement with Leitmotiv Consulting B.V. for the mediation of candidates.

1.2 **Leitmotiv Consulting B.V.:** established in Landgraaf, registered with the Chamber of Commerce under number 60086890.

1.3 **Candidate:** any natural person presented by Leitmotiv Consulting B.V. to the client as part of a recruitment and/or selection assignment.

1.4 **Mediation:** the service provided by Leitmotiv Consulting B.V. which consists of selecting, recruiting, and presenting candidates to the client with the aim of:

- establishing a direct employment or engagement agreement between client and candidate;
- or facilitating the temporary deployment of a candidate via a third party or as a self-employed professional (freelancer).

1.5 **Recruitment & Selection Fee:** a one-time fee due by the client if they enter into a (working) relationship with a candidate introduced by Leitmotiv Consulting B.V.

1.6 **Mediation Hourly Rate:** hourly fee for recruitment services or facilitating the temporary deployment of a candidate via a third party or freelancer.

1.7 **Temporary Deployment:** deployment of a candidate via a third party (such as a staffing or project agency) or as a freelancer, where the candidate is directly provided to the client. Leitmotiv acts solely as a mediator, not as an employer or legal contractor.

1.8 **Third Party:** any natural or legal person, other than Leitmotiv or the client, acting as the employer or contracting party for a candidate deployed through Leitmotiv's mediation.

1.9 **Expert:** any candidate, self-employed professional, or employee of a third party performing work for the client via Leitmotiv's mediation.

1.10 **Freelancer:** any self-employed natural person, not employed, who works for the client via Leitmotiv without supervision or authority from the client.

1.11 **Interim Work:** advisory, executive, or support work performed directly by Leitmotiv or its staff for the client under a service contract.

2. Applicability

2.1 These general terms apply to all offers, quotations, assignments, and agreements where Leitmotiv provides services in recruitment, selection, and candidate mediation.

2.2 Deviations are binding only if agreed in writing.

2.3 The applicability of any purchasing or other general conditions of the client is expressly excluded unless otherwise agreed in writing.

2.4 By entering into an agreement with Leitmotiv, the client agrees to the exclusive application of these general terms.

3. Formation of Agreement

3.1 An agreement is formed only through a written confirmation by Leitmotiv.

3.2 The agreement includes only the content stated in the confirmation. Other arrangements or expectations are not part of the agreement unless confirmed in writing.

3.3 The client may not transfer rights or obligations under the agreement to a third party without prior written consent from Leitmotiv.

4. Offers and Quotations

4.1 All offers and quotations by Leitmotiv are non-binding unless explicitly agreed otherwise in writing.

5. Nature of the Services

5.1 Leitmotiv mediates candidates to establish:

- direct employment or engagement between client and candidate;
- or temporary deployment via a third party or as a freelancer.

5.2 Leitmotiv does not supply labor under the Waadi law. Candidates are not employed by Leitmotiv and are not under the client's authority on behalf of Leitmotiv.

5.3 In temporary deployments, there is a triangular relationship where Leitmotiv acts solely as a mediator. The candidate or their employer contracts directly with the client.

5.4 Exception: Freelancers may be directly supplied by Leitmotiv. This does not qualify as labor supply and falls outside Waadi. The client and freelancer must ensure no authority or subordination exists to avoid false self-employment risks.

5.5 The client acknowledges no staffing, secondment, or labor provision occurs via Leitmotiv.

5.6 When a candidate is employed by a third party, the client acknowledges the deployment is direct between them and that third party. Waadi compliance lies with the formal employer.

5.7 When Leitmotiv is directly engaged for interim work, it acts as contractor. Liability is limited to the agreed fee unless there is intent or gross negligence.

5.8 Leitmotiv never charges candidates fees for its services, in accordance with Waadi Article 3(1).

5.9 The parties do not intend to create an employment contract. Leitmotiv advises using a tax authority-approved model agreement. The client indemnifies Leitmotiv for any consequences of false self-employment.

5.10 Leitmotiv acts only as mediator unless explicitly agreed otherwise in writing.

6. Fees and Payment

6.1 Upon hiring a candidate, the client owes the agreed Recruitment & Selection Fee.

6.2 For temporary deployment via third party or freelancer, the client pays an hourly mediation fee.

6.3 Fees must be paid within 14 days (for recruitment fees) or 30 days (for hourly mediation) of the invoice date, unless agreed otherwise.

6.4 Fees may be invoiced to the third party if agreed. Otherwise, the client remains liable.

6.5 Worked hours must be approved on a time sheet and invoiced monthly.

6.6 Payments must be made to Leitmotiv's account: NL77 INGB 0006 4795 92. Payment to others is not valid unless agreed.

6.7 Rates are fixed for one calendar year. Legal or general price adjustments apply automatically.

6.8 If the client fails to pay on time, legal interest and collection costs apply automatically, starting at €40.

- 15% on the first €2,500;
- 10% on the next €2,500;
- 5% on the next €5,000;
- 1% on the next €190,000;
- 0.5% on the remainder, with a maximum of €6,775.

6.9 Payments are first applied to interest and costs, then to the principal.

6.10 Invoice objections must be submitted in writing within 30 days or will be deemed accepted.

6.11 Disputed invoices must be partly paid (undisputed part) on time. Set-off is not allowed.

7. Confidentiality and Exclusivity

7.1 Confidentiality by Leitmotiv Consulting and Expert(s)

Leitmotiv Consulting B.V. and the Expert(s) shall maintain absolute confidentiality regarding all project-related information disclosed to them during the execution of the agreed activities.

7.2 Confidentiality of client information

Leitmotiv Consulting B.V. and the Expert(s) shall maintain absolute confidentiality regarding all information about the Client and their customers disclosed during project support activities.

7.3 Duration of confidentiality

The confidentiality obligations in paragraphs 1 and 2 remain in force after the termination of this agreement.

7.4 Exception to confidentiality

The confidentiality obligations do not apply if the information was made known to Leitmotiv Consulting B.V. or the Expert(s) via another source than the Client or their customer.

7.5 Confidentiality by Client

The Client shall maintain absolute confidentiality regarding all information about

Leitmotiv Consulting B.V. disclosed during project support activities. This obligation does not apply if the information became known through another source.

7.6 The Client shall never share confidential information (including personal data, CVs, offers, and proposals) from Leitmotiv Consulting B.V. with third parties without prior written consent, unless necessary for the assignment's agreed purpose.

8. Liability

8.1 Leitmotiv Consulting B.V. is not liable for damages resulting from or related to the deployment or performance of a candidate at the client.

8.2 In case of temporary deployment, Leitmotiv Consulting B.V. is not liable for any damage arising from the legal relationship between the client and the third party or freelancer.

8.3 Leitmotiv Consulting B.V. does not guarantee that mediation will lead to a successful placement or deployment.

8.4 Leitmotiv Consulting B.V. accepts no liability for penalties, claims, or other consequences arising from the lack of a license under the Dutch Labor Supply Chain Law (Waadi) at the third party.

8.5 Liability only arises in the case of intent or gross negligence.

8.6 In case of attributable shortcomings, liability is limited to the amount invoiced for the assignment, with a max of €50,000 per event, unless otherwise agreed. (i.e. Article 5.7)

8.7 Only direct damage is covered. Indirect damage, consequential loss, loss of profit, or missed savings are excluded.

8.8 Candidates or experts act under the responsibility of the client. Leitmotiv Consulting B.V. is not liable for damage caused by these individuals.

8.9 The client indemnifies Leitmotiv Consulting B.V. from any third-party claims due to candidate errors.

8.10 The client fully indemnifies Leitmotiv Consulting B.V. in case a freelancer is incorrectly classified as self-employed.

8.11 Limitations of liability do not apply in cases of intent or gross negligence by Leitmotiv Consulting B.V.

9. Term and Termination

9.1. The agreement shall terminate automatically, without the need for notice of termination, upon the expiry of the calendar period specified in the order confirmation, or, if applicable, upon completion of the described project.

9.2. Both parties have the right to terminate the agreement prematurely, subject to the notice period specified in the order confirmation. Termination must be communicated to the other party in writing.

9.3. Both Leitmotiv Consulting B.V. and the client are entitled to terminate the agreement with immediate effect and without judicial intervention by means of a written notice:

- if the other party, after having been given written notice of default, remains in breach of one or more obligations under the agreement;
- if either party is granted (provisional) suspension of payments or is declared bankrupt;
- in the event of other circumstances of such a serious nature that the party concerned cannot reasonably be expected to continue the agreement.

10. Non-Competition and Non-Solicitation Clause

10.1. The client is not permitted to enter into agreements, either directly or through third parties, with candidates or employees of third parties (including freelancers) who have been introduced to the client by Leitmotiv Consulting B.V. within the preceding 12 months, without prior written consent from Leitmotiv Consulting B.V. If the client nonetheless wishes to hire or engage a candidate directly, this is only permitted with the prior express written consent of Leitmotiv Consulting B.V. and, if applicable, the express written consent of the relevant third party (employer) or independent contractor (freelancer). In such a case, the client is obliged to pay the agreed placement fee to Leitmotiv Consulting B.V.

10.2. In the event of a breach of this article, the client shall owe an immediately payable penalty of €10,000 per violation, plus €500 for each day the violation continues, without prejudice to the right of Leitmotiv Consulting B.V. to claim full compensation for damages.

11. Candidate / Supplier Exclusivity

11.1. If a candidate is deployed at the client through the mediation of Leitmotiv Consulting B.V., and this candidate is provided by a third party (such as another agency) or operates as a self-employed professional (freelancer), the third party or freelancer agrees towards Leitmotiv Consulting B.V. to refrain, during the assignment

period *and* for a period of 24 months after the end of the assignment or engagement, from:

- engaging in direct or indirect acquisition activities with the client for whom the candidate was deployed via Leitmotiv Consulting B.V.;
- entering into any direct or indirect work or follow-up assignments with that same client without prior written consent from Leitmotiv Consulting B.V.

11.2. Violation of this provision will result in an immediately payable penalty of €10,000 per violation, plus €500 for each day the violation continues, without prejudice to the right of Leitmotiv Consulting B.V. to claim full compensation for damages.

12. Exclusion of Client Terms and Conditions

12.1. The applicability of any purchasing or other general terms and conditions of the client is hereby expressly rejected, unless expressly agreed otherwise in writing.

12.2. By entering into an agreement with Leitmotiv Consulting B.V., the client expressly agrees to the exclusive applicability of these general terms and conditions.

13. Protection Against Hazards

13.1. The client is obligated to fully comply with all duties arising from Article 7:658 of the Dutch Civil Code (employer's duty of care) with respect to any candidate mediated by Leitmotiv Consulting B.V. who performs work within the client's organization.

13.2. The client is fully liable to the candidate for any damage suffered in the performance of their duties as a result of the client's failure to comply with said duty of care.

13.3. The client expressly indemnifies Leitmotiv Consulting B.V. against all claims made by a candidate arising from Article 7:658 of the Dutch Civil Code or related claims for damages.

13.4. If Leitmotiv Consulting B.V. is nonetheless held liable by a candidate and, in that context, is required to pay any damages or costs, Leitmotiv Consulting B.V. shall have full recourse against the client for the total amount of such damages and costs.

14. Status of Leitmotiv Consulting

14.1. Neither Leitmotiv Consulting B.V. nor the experts it mediates are authorized to make statements or commitments to third parties on behalf of the client.

14.2. An expert is only authorized to receive statements from the client's customer insofar as these directly relate to the execution of the agreed project support activities. The expert shall promptly inform the client of any such statements.

14.3. Leitmotiv Consulting B.V. and the experts it mediates shall not enter into any agreements of any kind with the client's customer without the prior written consent of the client.

14.4. Leitmotiv Consulting B.V. shall not use trade names, trademarks, or other

intellectual property of the client or its customer without the prior written consent of the rightful owner.

15. Privacy and Personal Data Processing

15.1. Leitmotiv Consulting B.V. processes personal data in accordance with the General Data Protection Regulation (GDPR). The client shall use personal data solely for the agreed purpose and shall not retain such data longer than necessary.

15.2. Upon receipt of personal data, the client becomes independently responsible for its processing in accordance with the GDPR and shall indemnify Leitmotiv Consulting B.V. against any claims arising from violations of the GDPR by the client.

15.3. Candidates have the right to access, correct, and delete their personal data. Leitmotiv Consulting B.V. will comply with such requests upon first demand.

15.4. The client shall process any personal data received from Leitmotiv Consulting B.V. solely in accordance with the GDPR, use it only for the agreed recruitment and selection purpose, and ensure proper data security. Upon completion of the mediation process, the client shall delete all candidate personal data, unless the candidate enters into employment or a contract, or has expressly consented to an extended retention period for potential future mediation.

16. Force Majeure

16.1. Leitmotiv Consulting B.V. shall not be obliged to fulfill its obligations if it is hindered by circumstances beyond its control, such as illness, strikes, natural disasters, network failures, or similar events.

16.2. An appeal to force majeure shall in no case release the client from its payment obligations.

17. Intellectual Property

17.1. All intellectual property rights relating to methodologies, models, and techniques remain the property of Leitmotiv Consulting B.V.

17.2. Leitmotiv Consulting B.V. shall not use any intellectual property of the client or the client's customer without prior written consent.

18. Indemnification

Client indemnifies Leitmotiv for all claims related to taxes, social security, or labor issues unless caused by Leitmotiv's gross negligence.

19. Written Form

Changes are only valid if made in writing.

20. Applicable Law / Disputes

20.1. This agreement is governed exclusively by Dutch law.

20.2. All disputes shall be submitted to the competent court in Roermond, unless Leitmotiv Consulting B.V. chooses to submit the dispute to another competent court.