

GENERAL TERMS AND CONDITIONS – CANDIDATA B.V.

Article 1 – Definitions

In these General Terms and Conditions, the following definitions apply:

- **Candidata:** Candidata B.V., established in Voorhout, registered with the Dutch Chamber of Commerce under number 96226404.
 - **Client:** any natural person or legal entity entering into an agreement with Candidata.
 - **Candidate:** any natural person introduced by Candidata to the Client.
 - **Introduction:** the provision of a Candidate's details to the Client, whether orally, in writing, digitally, or otherwise.
 - **Gross Annual Salary:** the agreed gross annual base salary including holiday allowance and fixed emoluments.
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Article 2 – Applicability

1. These General Terms and Conditions apply to all offers, assignments, introductions, and agreements between Candidata and the Client.
 2. Deviations from these terms are only valid if agreed in writing.
 3. If a separate written agreement contains deviating provisions, that agreement shall prevail.
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Article 3 – Formation of the Agreement

1. An agreement is formed once the Client agrees to an assignment, requests candidate details, or once Candidata commences its services.
 2. The receipt and review of Candidate information constitutes acceptance of these General Terms and Conditions.
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Article 4 – Candidate Introduction and Ownership

1. All Candidates introduced by Candidata remain the exclusive business introduction of Candidata for a period of twelve (12) months from the date of Introduction.
2. If the Client, or any affiliated company (including parent, subsidiary, sister company, or related entity), directly or indirectly:
 - enters into an employment agreement with the Candidate;
 - engages the Candidate as a contractor, consultant, freelancer or interim professional;
 - hires the Candidate through a third party;

- or otherwise establishes any form of professional relationship with the Candidate,

within twelve (12) months of Introduction, the Client shall be liable to pay the applicable recruitment fee as defined in Article 5.

3. This obligation applies regardless of whether an assignment agreement was formally concluded.

Article 5 – Recruitment Fee

1. Unless otherwise agreed in writing, the recruitment fee amounts to **25% of the Candidate's Gross Annual Salary**.
2. If the engagement is for a fixed term of less than twelve (12) months, the fee shall be calculated based on a full-time annual equivalent.
3. The fee becomes due upon signing of the agreement between Client and Candidate or upon commencement of the professional engagement, whichever occurs first.
4. Payment must be made within fourteen (14) days of the invoice date.

Article 6 – Confidentiality and Use of Candidate Information

1. All Candidate information, including CVs, profiles, references, and related correspondence, is strictly confidential.
2. The Client shall not distribute, reproduce, forward, or disclose Candidate information to third parties without prior written consent from Candidata.
3. Candidate information may solely be used for the purpose of evaluating the Candidate for the relevant vacancy.
4. If Candidate information is shared internally or externally in violation of this article, and such sharing results in an engagement within twelve (12) months of Introduction, the recruitment fee as stated in Article 5 shall remain fully payable.

Article 7 – Liability

1. Candidata undertakes to perform its services to the best of its ability but does not guarantee the suitability or performance of any Candidate.
2. The Client remains fully responsible for the final selection and decision to engage a Candidate.
3. Candidata shall not be liable for any damage arising from acts or omissions of the Candidate.
4. Any liability of Candidata shall be limited to the amount of the recruitment fee invoiced in the relevant assignment.

Article 8 – Force Majeure

Candidata shall not be liable for any failure to perform its obligations if such failure results from circumstances beyond its reasonable control.

Article 9 – Governing Law and Jurisdiction

1. These General Terms and Conditions and all related agreements are governed by Dutch law.
2. Any disputes shall be submitted to the competent court in the district where Candidata has its registered office.