

GENERAL TERMS AND CONDITIONS

B2B | version 1.2 | 4 October 2026 | Dutch CoC 95649174 | info@windtconsultancy.nl

WINDT CONSULTANCY B.V.

English translation - Dutch text prevails

1. Definitions and applicability

1.1 Contractor means Windt Consultancy B.V., established at Dr Huber Noodtstraat 73-53, 7001 DV Doetinchem, the Netherlands, registered with the Dutch Chamber of Commerce under number 95649174, trading as Windt Consultancy.

1.2 Client means any natural person or legal entity acting in the course of a profession or business that enters into an agreement with Contractor or negotiates such an agreement. These terms are intended exclusively for business clients and not for consumers.

1.3 These general terms and conditions apply to all quotations, assignments, agreements, follow-up assignments and other legal relationships between Contractor and Client.

1.4 Client's general terms, purchase terms or other standard terms do not apply unless Contractor has expressly accepted them in writing in advance.

1.5 Deviations are valid only if agreed in writing. In the event of a conflict, a specifically signed agreement or engagement confirmation prevails over these terms.

2. Formation and scope of the engagement

2.1 A quotation is non-binding and valid for thirty days unless stated otherwise.

2.2 An agreement is formed by written acceptance, by an assignment accepted by Contractor, or when Contractor commences performance at Client's request.

2.3 The content and scope of the engagement follow from the quotation, engagement confirmation and any subsequent written agreements.

2.4 Manifest errors, clerical errors and evident calculation errors do not bind Contractor.

3. Performance

3.1 Contractor performs the engagement with due care and to the best of its insight and ability. Unless expressly agreed otherwise in writing, Contractor has a best-efforts obligation and does not guarantee a specific result.

3.2 Within the agreed scope, Contractor determines the manner of performance and may have work performed by persons associated with its business or engaged by it. This does not create a separate contractual relationship between Client and those persons.

3.3 Contractor may engage independent professionals, suppliers, platforms, software and other third parties for performance without prior consent, unless agreed otherwise in writing.

3.4 Schedules and deadlines are target dates unless expressly agreed in writing to be final and binding.

3.5 Work outside the agreed scope constitutes additional work and may be invoiced separately.

4. Client obligations

4.1 Client timely provides all information, access, systems, staff, decisions and cooperation reasonably required for the engagement.

4.2 Client warrants the accuracy, completeness, lawfulness and timely availability of all data and instructions supplied by or on behalf of Client.

4.3 Client remains responsible for its own commercial, personnel, organisational, legal and financial decisions, including selection, hiring, employment terms, dismissal and implementation of advice.

4.4 Additional time, costs and delay resulting from insufficient or late cooperation by Client are for Client's account and risk.

5. Fees, costs and invoicing

5.1 Fees may be agreed on any appropriate basis, including hourly or daily rates, fixed fees, project fees, retainers, subscriptions, commissions, success fees, recruitment fees, a combination thereof or another pricing structure agreed in writing.

5.2 If no pricing basis has been agreed, Contractor's then-current customary rate for comparable work applies.

5.3 All amounts are exclusive of VAT and external costs unless expressly stated otherwise. Reasonable travel, accommodation, location, advertising, platform, licence and other external costs incurred for the engagement may be charged to Client.

5.4 An advance payment is due only if specifically agreed.

5.5 Invoices must be received in full in the bank account designated by Contractor no later than fifteen days after the invoice date.

5.6 After expiry of the payment term, Client is in default without further notice and owes statutory commercial interest. Reasonable extrajudicial and judicial collection costs are for Client's account.

5.7 Client may not set off, suspend or withhold payment obligations unless the counterclaim has been acknowledged in writing by Contractor or finally established by a competent court.

6. Cancellation and termination

6.1 For cancellation of a separately scheduled training, workshop, session, appointment or on-site work: more than seven calendar days in advance - only costs already incurred or non-refundable; between seven days and forty-eight hours in advance - fifty per cent of the agreed fee plus costs already incurred or non-refundable; less than forty-eight hours in advance or in case of no-show - one hundred per cent of the agreed fee plus costs already incurred or non-refundable.

6.2 An agreement for an indefinite term may be terminated in writing by either party subject to one full calendar month's notice, unless otherwise agreed.

6.3 An agreement for a fixed term or minimum term may not be terminated early by Client unless agreed in writing. Work already performed, commitments entered into and agreed minimum fees remain due, less demonstrably saved direct costs.

7. Recruitment and candidates

7.1 Contractor does not guarantee that a candidate will accept an offer, remain employed or engaged, remain suitable or achieve a particular performance level. Client is responsible for the final selection and hiring decision.

7.2 Client itself verifies references, qualifications, identity, rights to work and reside, and other job requirements, unless a specific part has been assigned to Contractor in writing.

7.3 If a candidate introduced by Contractor performs work, directly or indirectly, for Client or an affiliated entity within twelve months after introduction, application, interview, rejection or termination of the recruitment process, the agreed recruitment or success fee is due, irrespective of the legal form of the engagement.

7.4 If no separate fee has been agreed for the situation in article 7.3, the fee is twenty per cent of the fixed gross annual remuneration including holiday allowance on a full-time basis, subject to a minimum of EUR 4,500 excluding VAT. For another remuneration structure, the reasonably expected gross annual remuneration is used as the basis.

7.5 If a candidate was demonstrably already in an active process for the same specific role before introduction by Contractor, Client must report this in writing, with supporting evidence, within five business days after the introduction.

8. Intellectual property

8.1 All rights in methods, models, training materials, scripts, formats, presentations, analyses, templates, concepts and know-how developed or used by or on behalf of Contractor remain vested in Contractor or its licensors unless agreed otherwise in writing.

8.2 After full payment, Client receives a non-exclusive, non-transferable right of use for internal use within its own organisation and solely for the purpose of the engagement.

8.3 Without Contractor's prior written consent, such materials may not be sold, licensed, published, used for external training or made available to third parties.

9. Confidentiality and references

9.1 The parties treat confidential information as confidential and use it only for performance of the agreement.

9.2 Contractor may share confidential information with persons and service providers it engages insofar as necessary for the engagement and subject to appropriate confidentiality obligations.

9.3 Contractor does not use Client's name, logo or an identifiable case as a public reference without Client's prior express consent.

10. Personal data

10.1 The parties comply with applicable data protection law, including the GDPR. The actual processing determines each party's privacy role.

10.2 Client warrants that personal data it provides or causes to be processed has been lawfully obtained, that a valid legal basis exists and that data subjects have been properly informed where required.

10.3 To the extent Contractor processes personal data solely on behalf of Client and on Client's documented instructions, the parties enter into a data processing agreement. The separate Windt

Consultancy Data Processing Agreement may be incorporated for that purpose.

10.4 Special-category personal data, criminal-offence data or other high-risk data is processed only where necessary, agreed in writing in advance and subject to appropriate additional safeguards.

11. No guarantee of results

11.1 Advice, sales approaches, funnels, recruitment activities, training, forecasts and commercial interventions also depend on circumstances outside Contractor's control.

11.2 Contractor gives no guarantee regarding revenue, profit, conversion, reach, numbers of leads or applicants, hiring rates, staff retention, employee performance or other commercial or personnel outcomes, unless a specific result has expressly been guaranteed in writing.

12. Liability and indemnity

12.1 Contractor is liable only for direct loss that is the direct and demonstrable result of an attributable breach by Contractor.

12.2 Liability for indirect loss is excluded, including consequential loss, loss of profit or revenue, missed savings or opportunities, reputational damage, business interruption and loss of or damage to data.

12.3 Contractor's aggregate liability per event or related series of events is limited to the fees excluding VAT paid or payable for the directly affected part of the engagement during the three months preceding the event causing the loss, subject to a maximum of EUR 25,000. For a one-off engagement shorter than three months, the fees for the directly affected part of that engagement form the calculation basis. If that basis is nil, the maximum is EUR 2,500.

12.4 The limitations do not apply in the event of intentional misconduct or deliberate recklessness by Contractor's statutory management or insofar as mandatory law prohibits limitation.

12.5 Any claim lapses if it has not been notified in writing and with reasons within twelve months after Client became aware of the loss and the potentially liable party.

12.6 To the extent permitted by law, the liability limitations also apply for the benefit of persons and third parties engaged by Contractor in performance.

12.7 Client indemnifies Contractor and persons and third parties engaged by it against third-party claims arising from incorrect or unlawful data or instructions from Client, employment or personnel decisions by Client, discriminatory selection criteria, infringing materials supplied by Client, unlawful use of delivered materials, or a breach of law or regulations by Client, except to the extent the claim is the direct result of a breach for which Contractor is liable under this article.

13. Non-solicitation and engagement of personnel

13.1 Unless agreed otherwise in writing, during the agreement and for twelve months thereafter Client will not, outside Contractor, employ, contract directly with or structurally engage any person whom Contractor has deployed in performance of the engagement.

13.2 In the event of breach, Client owes an immediately payable penalty of EUR 15,000 per breach plus EUR 500 for each day the breach continues, capped at EUR 50,000 per breach, without prejudice to Contractor's right to claim higher actual loss to the extent permitted by law.

13.3 This article does not apply insofar as a mandatory statutory prohibition on restrictions applies to the relevant working relationship. Article 7 applies to candidates introduced in recruitment.

14. Suspension, termination and force majeure

14.1 Contractor may suspend work if Client fails to pay on time or otherwise materially breaches the agreement. Where cure is possible, Client is first given a reasonable period to cure.

14.2 Contractor may terminate all or part of the agreement without a cure period if continuation cannot reasonably be required, including in cases of fraud, unlawful instructions, serious integrity or sanctions risks, bankruptcy, suspension of payments, discontinuation of the business or persistent payment arrears.

14.3 Contractor is not liable for non-performance due to force majeure, including illness or unavailability of essential persons, cyber incidents despite reasonable security, power, internet or platform outages, transport problems, war, government measures, epidemics, strikes and failures of suppliers or communication services.

14.4 If force majeure continues for more than sixty days, either party may terminate the unperformed part without compensation. Work already performed and costs incurred remain payable.

15. Governing law, international engagements and final provisions

15.1 All legal relationships between the parties are governed exclusively by Dutch law, including where Client is established in another European state or work is performed outside the Netherlands, insofar as a choice of law is legally permitted.

15.2 To the extent permitted by law, the Gelderland District Court, Arnhem location, has exclusive jurisdiction over disputes.

15.3 Client remains responsible for mandatory local rules applicable to its organisation or activities. Contractor does not provide local legal, tax or employment-law advice unless expressly agreed in writing.

15.4 The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded insofar as it could apply.

15.5 If any provision is invalid or unenforceable, the remaining provisions remain effective. The parties will replace the relevant provision with a valid provision that reflects its purpose and intent as closely as possible.

15.6 In the event of translations, the Dutch text prevails unless mandatory law provides otherwise.