

GENERAL TERMS AND CONDITIONS BRANDPIT 2024

INTRODUCTION

(i) About us

We are BrandPit B.V., a private company with limited liability, having its registered office in Amsterdam, registered in the trade register of the Chamber of Commerce under number 52914259 ("**BrandPit**"). We provide services in the field of recruitment & selection (including executive search) and temporary personnel (interim professionals). For more information please visit our website: <https://brandpit.nl/>

(ii) About these general terms and conditions:

BrandPit's general terms and conditions consist of three parts:

- Part A:** **General.** This part contains the terms and conditions applicable to any service provided by BrandPit.
- Part B:** **Recruitment & selection.** This part contains the terms and conditions specifically applicable to recruitment and selection services provided by BrandPit.
- Part C:** **Interim Professionals.** This part contains the terms and conditions specifically applicable to placement of temporary professionals provided by BrandPit.

A: GENERAL

1 DEFINITIONS

1.1 The following definitions are used in these general terms and conditions:

General Terms and Conditions:	The general terms and conditions of BrandPit which relate to the provision or performance of services by BrandPit.
GDPR:	The General Data Protection Regulation (EU regulation 2016/679).
BrandPit:	That's us. See the introduction.
Gross Annual Income:	The gross annual salary that Candidate will earn or would earn with Client based on <u>full-time employment</u> , including all applicable emoluments (including but not limited to the thirteenth month and holiday allowance). A leased car is

treated as equivalent to the tax addition (gross) on an annual basis.

Services:	Any form of service provided by BrandPit.
Interim Professional:	The natural person or legal entity who, through BrandPit's mediation, will perform work for Client, within Client's organisation or that of a third party.
Candidate:	The natural person selected by BrandPit to perform work for Client as a potential employee or Interim Professional.
Offer Letter:	An offer or proposal by BrandPit to provide a certain Service or certain Services, which offer or proposal is often elaborated in a confirmation of assignment.
Client:	The natural person or legal entity who, from his or her profession or business, engages BrandPit to provide certain Services.
Agreement:	The agreement between BrandPit and Client that relates to the provision of Services by BrandPit to Client, and which in any case consists of an Offer Letter and the General Terms and Conditions.
Party(ies):	BrandPit and/or Client.
Remuneration:	The fee payable by Client to BrandPit for the Services provided or to be provided by BrandPit to Client.

2 APPLICABILITY OF THESE GENERAL TERMS AND CONDITIONS

- 2.1 The General Terms and Conditions apply to, and form part of, Offer Letters, the Agreement, the (delivery of) Services or resulting or related agreements and legal relationships between BrandPit and Client.
- 2.2 If Client uses its own general terms and conditions, these will not apply to Offer Letters, the Agreement, the (provision of) Services or resulting or related agreements and legal relationships between BrandPit and Client. BrandPit may agree in writing to apply general terms and conditions of Client or third parties.
- 2.3 If the Agreement contains provisions that deviate from the General Terms and Conditions or the general terms and conditions of Client or third parties with which BrandPit has agreed in writing, those different provisions will prevail.
- 2.4 BrandPit may amend the General Terms and Conditions. If BrandPit amends the General Terms and Conditions, the amended General Terms and Conditions will apply to all future Offers and Agreements from the effective date.
- 2.5 If any provision of the General Terms and Conditions is invalid, the remaining provisions will remain in full force and effect. The invalid provision will then be replaced by a provision that is valid and differs as little as possible in content and scope from the invalid provision.
- 2.6 The General Terms and Conditions have been drawn up in Dutch and may be translated into several languages. If and insofar as there is a discrepancy between the Dutch text of the General Terms and Conditions and any translation thereof, the Dutch version will always take precedence.

3 THE AGREEMENT BETWEEN BRANDPIT AND CLIENT

- 3.1 BrandPit provides Services to Client on the basis of one or more Agreements.
- 3.2 Each Offer Letter is entirely without obligation. This applies even if a period for acceptance is mentioned in the Offer Letter. If no period for acceptance is specified in the Offer Letter, the Offer Letter will lapse within fourteen (14) calendar days from the date of the relevant Offer Letter.
- 3.3 BrandPit is not bound by deviations appearing in Client's acceptance of an Offer Letter. Nor is BrandPit bound by partial acceptance of an Offer Letter.
- 3.4 An Agreement comes into effect when:
 - 3.4.1 BrandPit receives back the Offer Letter or confirmation of assignment signed by BrandPit and Client, or BrandPit receives by email Client's approval thereof; or, whichever is earlier:
 - 3.4.2 BrandPit commences performance of the Agreement at the request of Client.
- 3.5 Each Agreement will be deemed to have been concluded exclusively with BrandPit; even if it is the intention of the Parties that an Agreement will be performed by a particular person associated with BrandPit. Articles 7:404, 7:407 paragraph 2 and 7:409 paragraph 1 of the Dutch Civil Code do not apply to the Agreement or the Services. A person connected to BrandPit is understood to mean: the employees, consultants, partners, directors and shareholders of BrandPit and also Interim Professionals.

4 EXECUTION OF THE AGREEMENT

- 4.1 BrandPit will execute the Agreement with the care of a good contractor. BrandPit will make every effort to perform the Services to the satisfaction of Client. However, BrandPit gives no warranty, of any kind, regarding the outcome of the Agreement or the Services. Unless the Parties expressly agree otherwise in writing in the Agreement, all of BrandPit's obligations under the Agreement, in particular those relating to the provision of Services, will be considered to be - and deemed to be - best efforts obligations.
- 4.2 Client will execute the Agreement with the care of a good client. Client is obliged to provide BrandPit with all requested and relevant information in a timely manner. BrandPit may trust that the information Client provides to BrandPit is correct and complete. Client understands that failure to comply with these obligations will have consequences for the execution of the Agreement.
- 4.3 Client is responsible for checking diplomas and references of Candidates (where applicable); and for the final selection of a specific Candidate.
- 4.4 All terms mentioned in the Agreement are indicative, unless BrandPit expressly indicates otherwise.

5 REMUNERATION

- 5.1 Client will owe BrandPit a Remuneration for the execution of the Agreement. The amount and calculation of the Remuneration depends on the type of Service. The parties may agree that Client must also remunerate any travel, accommodation and expenses.
- 5.2 BrandPit may charge Client an advance payment.
- 5.3 BrandPit may unilaterally change the amount of the agreed Remuneration if there is a good reason to do so. A good reason is, for example, a statutory change in wages (whether or not based on the applicable collective labour agreement), materials or taxes, which affects the costs incurred by BrandPit in carrying out the Agreement.
- 5.4 If BrandPit changes the amount of the Remuneration under clause 5.3, BrandPit will endeavor to notify Client of such change at least one month before it takes effect.
- 5.5 All amounts mentioned in an Offer Letter, an Agreement or in these General Terms and Conditions are in euros and exclusive of VAT.

6 INVOICING AND PAYMENT

- 6.1 BrandPit will send Client an invoice for the Services performed. The invoice will be sent by email to an email address specified by Client.
- 6.2 The Remuneration and any costs for travel and subsistence and other expenses will be mentioned specifically on BrandPit's invoice.
- 6.3 Client must pay any invoice from BrandPit within thirty (30) calendar days from the invoice date.

- 6.4 If Client has a complaint about an invoice from BrandPit, Client must notify BrandPit in writing within the payment period.
- 6.5 If the payment period has passed and the invoice has not yet been paid by Client, nor has Client complained about that invoice, Client is immediately in default (without notice of default being required). Client will then owe BrandPit statutory commercial interest on the outstanding amount.
- 6.6 If BrandPit incurs costs for the collection and recovery of payments not received on time from Client, including legal and extrajudicial costs, such costs will be borne by Client. The compensation for extrajudicial collection costs will be set at least fifteen percent (15%) of the principal amount due, with a minimum of two hundred and fifty euros (EUR 250.=) per unpaid invoice.
- 6.7 BrandPit may always require Client to provide security for everything that Client will owe BrandPit on the basis of the Agreement.
- 6.8 Client waives the right to set off any debt owed to BrandPit against any claim against BrandPit.
- 6.9 Client may not set off or withhold (part of) an invoice. Client's right to suspend payment of an invoice is limited to the part of the invoice that Client has disputed in good faith within the payment period.

7 DURATION AND TERMINATION OF THE AGREEMENT

- 7.1 An Agreement ends:
 - 7.1.1 by operation of law at the end of the agreed term;
 - 7.1.2 at the time the Agreement is terminated on the basis of this article.
- 7.2 Each Party may terminate an Agreement for an indefinite period of time (prematurely). The notice of termination must be made in writing to the other Party, subject to thirty (30) calendar days' notice. The notice of termination may be given at any time.
- 7.3 An Agreement for a definite period of time may only be terminated prematurely if this is agreed in the Agreement, or if it is done with the consent of both Parties.
- 7.4 Either Party may terminate an Agreement with immediate effect, regardless of whether it is entered into for a definite or indefinite period of time, if the other Party:
 - 7.4.1 has filed for bankruptcy or has been declared bankrupt;
 - 7.4.2 has applied for or obtained suspension of payments;
 - 7.4.3 is dissolved or ceases its business;
 - 7.4.4 has failed imputably in the performance of its obligations under the Agreement, and - if the failure is capable of remedy - has failed to remedy the failure within a reasonable time after receipt of a written notice to that effect.
- 7.5 If the Agreement is terminated prematurely, Client must pay the applicable Fee for the part of the Agreement already performed.
- 7.6 If Client has terminated the Agreement prematurely, Client must pay compensation to BrandPit for the damage that BrandPit suffers or has suffered

as a result of such premature termination. Such damages may include loss of capacity utilisation or preparation costs. The compensation consists of the remaining amount of the agreement with a discount of 20%.

- 7.7 Client does not have to pay compensation to BrandPit if the reason for the premature termination is reasonably attributable to BrandPit.
- 7.8 If the Agreement is terminated for any reason, all outstanding amounts are immediately due and payable.

8 CONFIDENTIALITY

- 8.1 Both before, during and after the Agreement, the Parties will treat all confidential data received from each other with due care. A Party will not disclose confidential data of the other Party to third parties, unless this is necessary in the context of the Agreement.
- 8.2 If Client breaches this article 8, Client must pay BrandPit a penalty in the amount of ten thousand euros (EUR 10,000.=) per breach. Whether BrandPit has suffered damage is not relevant in this regard.
- 8.3 The payment of a penalty by Client does not affect:
 - 8.3.1 the (continuing) confidentiality obligation of Client; on
 - 8.3.2 BrandPit's right to claim compensation for the damage it has suffered as a result of such breach, less any penalties paid to BrandPit by Client; and/or
 - 8.3.3 an injunctive relief in summary judgement to which BrandPit may be entitled.

9 NON-SOLICITATION CLAUSE

- 9.1 Without the written consent of BrandPit, Client -and companies affiliated to Client- may not:
 - 9.1.1 directly or indirectly enter into an employment relationship or collaboration or contractual relationship -of any type whatsoever- with a Candidate. This prohibition applies for a period of twelve (12) months after:
 - 9.1.1.1 Candidate is introduced to Client by BrandPit;
 - 9.1.1.2 BrandPit has sent information about Candidate to Client;
 - 9.1.1.3 Candidate has rejected Client's offer to enter into an employment relationship or collaboration or contractual relationship -of whatever type;
 - 9.1.1.4 Client has rejected Candidate.
 - 9.1.2 disclose information about a Candidate obtained by Client from BrandPit to a third party or introduced a Candidate to a third party.
 - 9.1.3 approach employees of BrandPit to perform work for anyone other than BrandPit or Client, or to perform work for Client outside BrandPit. This prohibition applies during the term of the Agreement and for a period of twelve (12) months after its expiry.

- 9.2 BrandPit may refuse its consent as referred to in article 9.1 or impose conditions to this, such as payment of a remuneration by Client.
- 9.3 In case of violation of article 9.1, Client must pay a remuneration to BrandPit. This remuneration amounts to twenty-five percent (25%) of the Gross Annual Income, with a minimum of twenty thousand euros (EUR 20,000.=). In case of breach of article 9.1.3, Gross Annual Income refers to the last earned gross salary of the relevant employee at BrandPit. BrandPit has the right, in addition to or instead of the aforementioned remuneration, to claim damages from Client.

10 LIMITATION LIABILITY OF BRANDPIT

- 10.1 BrandPit is, to the extent permitted by law, only liable to Client for damage caused by an act or omission of BrandPit (or its board or management) that can be characterised as intent or gross negligence (*opzet of bewuste roekeloosheid*).
- 10.2 Without prejudice to the provisions of article 10.6, and to the extent permitted by law, BrandPit is not liable for damage to Client, Client's property or damage to third parties caused by Candidate's or Interim Professional's acts or omissions. Nor is BrandPit liable for damage -of whatever nature or extent- which Client suffers or has suffered as a result of prevention, illness or accident of Candidate or the Interim Professional.
- 10.3 Without prejudice to the provisions of article 10.6, and to the extent permitted by law, BrandPit will never be liable to Client for loss of turnover or lost profit, loss of contracts or lost goodwill, missed savings or loss of business, (additional) costs or for any other specific, indirect damage, consequential damage or pure economic loss. BrandPit will also not be liable for indirect or direct damages of third parties. The above also applies if such liability was foreseeable, or known to BrandPit, or if BrandPit had foreseen it.
- 10.4 If BrandPit would still be liable despite the limitations in this article 10, any liability of BrandPit will be limited, without prejudice to the provisions of article 10.6, to the amount paid by its insurer in this case. If BrandPit's insurer does not pay out, for whatever reason, BrandPit's liability is limited to the amount (excluding VAT) paid by Client to BrandPit in the three (3) months preceding the occurrence of the liability, with a maximum of twenty-five thousand euros (EUR 25,000.=).
- 10.5 All claims of Client against BrandPit will expire twelve (12) months after the day on which Client became aware or could reasonably have become aware of the existence of those rights of action, if Client has not commenced proceedings with them within that twelve (12) month period or the Parties have reached an amicable settlement within the same period. These are rights of action based on (i) a failure to perform the Agreement; (ii) an unlawful act; and/or (iii) another ground.
- 10.6 Nothing in the Agreement is intended to exclude or limit a Party's liability for damage or loss resulting from, or caused by, acts or omissions of the relevant

Party or its senior management, in the event that such acts or omissions qualify as willful misconduct or willful recklessness.

- 10.7 Each Party will indemnify and hold the other Party harmless against any third party claims and costs (including reasonable legal costs) relating to property damage, personal injury or death if caused by the acts or omissions of that Party or its senior management as referred to in Article 10.6.
- 10.8 Client will indemnify BrandPit -and will hold BrandPit harmless- against any claims and other claims of third parties in connection with the performance of the Agreement, and from any claims or demands related to any act or omission of the Interim Professional in the performance of her or his work on behalf of Client.

11 FORCE MAJEURE BRANDPIT

- 11.1 In the event of force majeure, BrandPit cannot held accountable for not fulfilling its obligations to Client.
- 11.2 Force majeure is any circumstance beyond BrandPit's control which prevents BrandPit from (fully) fulfilling its obligations or which makes (full) fulfilment not to be expected of BrandPit. In any case, the following circumstances will count for BrandPit as a case of force majeure: non-performance by third parties on which BrandPit depends, power failures, computer viruses, strikes, work stoppages, fire, water damage, natural disasters, insurrection and war.
- 11.3 If the force majeure situation lasts more than thirty (30) calendar days, each Party may terminate the Agreement by giving written notice to the other Party, without having to observe a notice period. Client is not entitled to any compensation in that situation.

12 PERSONAL DATA

- 12.1 Capitalised terms used in this Article have the meaning given to them in the applicable data protection legislation, in particular the GPDR.
- 12.2 The Parties will comply with the applicable data protection legislation, in particular the GDPR, when Processing Personal Data under the Agreement.
- 12.3 If BrandPit Processes Personal Data in the performance of its Services, BrandPit is the Controller for such Personal Data. Client is also (independently) Controller for the (Processing of the) Personal Data that BrandPit provides to Client in the context of the Agreement. The Parties therefore agree that the Parties do not need to enter into a processor agreement for the Processing of Personal Data in the context of the Agreement.
- 12.4 BrandPit will only provide Client with Personal Data of Candidate if Candidate has given its consent.

13 TRANSFER OF RIGHTS

- 13.1 A Party cannot and may not transfer its rights under an Agreement to a third party unless the other Party gives its consent in writing. It is the intention of the

Parties that this Article has the effect of property law within the meaning of Article 3:83 of the Dutch Civil Code.

14 POST-CONTRACTUAL CLAUSES

- 14.1 If the Agreement ends, for whatever reason, the following provisions will remain valid: article 8 (Confidentiality), article 9 (Non-solicitation clause), article 10 (Limitation liability of BrandPit), article 15 (Applicable law and competent court) and article 25 (Acquisition of the Interim Professional).

15 APPLICABLE LAW AND COMPETENT COURT

- 15.1 Dutch law is applicable to the General Terms and Conditions, Offer Letters, the Agreement, the (delivery of) Services or resulting or related agreements and legal relationships between BrandPit and Client.
- 15.2 All disputes arising from -or related to- the General Terms and Conditions, an Offer Letter, an Agreement, the (provision of) Services or resulting or related agreements and legal relationships between BrandPit and Client, would in the first instance be submitted exclusively to the competent court in Amsterdam.

B: RECRUITMENT AND SELECTION

16 METHOD

- 16.1 BrandPit recruits on the basis of a job description. The job description will be supplied to BrandPit by Client, or will be prepared by BrandPit based on the information provided by Client. If BrandPit prepares the job description, it will be submitted to Client for approval before use.
- 16.2 Client gives BrandPit permission to use Client's trade names and (pictorial) trademark in the execution of the Agreement. BrandPit does not owe Client any compensation for this use.
- 16.3 BrandPit will make every effort to propose one or more Candidates to Client within a reasonable period of time. What constitutes a reasonable period will be determined on a case-by-case basis and depends, among other things, on the position and desired profile of Candidate.

17 EXCLUSIVITY

- 17.1 BrandPit provides recruitment and selection services on the basis of exclusivity, unless BrandPit and Client expressly agree otherwise. Candidates who are put forward by Client itself, including internal candidates, and who are included in recruitment and selection by BrandPit will be deemed to be Candidates.
- 17.2 If Client does not comply with the exclusivity provision in an Agreement, the following applies:
- 17.2.1 BrandPit may terminate the relevant Agreement with Client with immediate effect. BrandPit does not then have to pay (damage) compensation to Client for this; and

17.2.2 Client must pay BrandPit a penalty. This penalty amounts to fifteen thousand euros (EUR 15,000.=) per deployed assignment.

18 COMPLETION OF AGREEMENT

18.1 BrandPit has completed the recruitment and selection Agreement if an employment agreement is reached between Client and a Candidate. For the avoidance of misunderstanding: this also applies if Candidate is a candidate originally put forward by Client and included in the procedure by BrandPit (in accordance with the provisions of article 17.1).

18.2 A recruitment and selection Agreement is also considered completed if agreement is reached on an employment agreement between Client and a Candidate, but it is not concluded due to a circumstance for which Client is responsible. The following circumstances will in any case be for Client's account:

18.2.1 the position for which Candidate was recruited changes or expires;

18.2.2 Candidate renounces the conclusion of the employment agreement because of a change in its terms and conditions by Client;

18.2.3 redundancy, reorganisation, merger and/or acquisition of Client.

19 REMUNERATION

19.1 BrandPit calculates the Remuneration on the basis of the estimated Gross Annual Income.

19.2 For a Gross Annual Income up to eighty thousand euros (EUR 80,000.=), a fixed Remuneration in the amount of twenty thousand euros (EUR 20,000.=) applies. For a Gross Annual Income between eighty thousand euros (EUR 80,000.=) and one hundred thousand euros (EUR 100,000.=), a fixed Remuneration in the amount of twenty-five thousand five hundred euros (EUR 25,000.=) applies. For a Gross Annual Income of one hundred thousand euros (EUR 100,000.=) and one hundred and twenty thousand euros (EUR 120,000.=), a fixed Remuneration in the amount of thirty thousand euros (EUR 30,000.=) applies. From a salary of one hundred and twenty thousand euros (EUR 120,000.=) onwards, a customised Remuneration will be determined on the basis of the specific briefing.

20 PAYMENT OF THE REMUNERATION

20.1 The Remuneration will be charged in three equal parts at the following times:

20.1.1 The first part will be charged upon acceptance of assignment (the "**Advance**"). Notwithstanding the payment term of Article 6.3, the invoice for the Advance must be paid within fourteen (14) calendar days from the invoice date.

20.1.2 The second part will be charged upon inviting Candidates for an initial introduction.

20.1.3 The third part will be charged when the Agreement is completed.

20.2 If the Agreement is terminated before it is completed, Client cannot claim a refund of the part or parts of the Remuneration already paid by Client.

21 WARRANTY REGULATION

- 21.1 BrandPit operates a warranty regulation. The warranty regulation means that BrandPit will look for another Candidate for Client if the employment agreement between Client and Candidate is terminated by either of them within two (2) months of its commencement. BrandPit will then not charge any additional costs (with the exception of additional advertising costs, for which Client's consent will be sought).
- 21.2 Client can only claim the warranty regulation if the following conditions are met:
- 21.2.1 Client asks BrandPit in writing to apply the warranty regulation, within five (5) working days after termination of the employment agreement with Candidate, explaining why the employment agreement has been terminated;
 - 21.2.2 the termination of the employment agreement is not the result of a change or non-performance of the employment agreement by Client, or redundancy, reorganisation, merger or acquisition;
 - 21.2.3 the job description and job profile are unchanged;
 - 21.2.4 the warranty regulation has not previously been applied to the position; and
 - 21.2.5 Client is not in default to BrandPit.
- 21.3 BrandPit has the right to inquire with Candidate concerned before BrandPit decides whether to apply the warranty regulation.

C: INTERIM PROFESSIONALS

22 METHOD

- 22.1 BrandPit will make the Interim Professional available to Client on the basis of a job description and job profile provided by Client.
- 22.2 Client may not assign the Interim Professional to a position other than the agreed position and/or impose more or different or heavier responsibilities on the Interim Professional than the agreed responsibilities, unless BrandPit has given its prior consent. Client must seek BrandPit's consent at least fourteen (14) calendar days before any change will take effect. BrandPit may refuse such consent or attach conditions to it, such as a higher hourly rate.
- 22.3 The Interim Professional will perform the work entirely independently and at his own discretion, without the supervision and direction of BrandPit and/or Client. Client may only give changes or instructions related to the intended result. In performing the work, the Interim Professional will take into account the working hours applied by Client.
- 22.4 The Interim Professional may also perform work for other clients during the term of the Agreement.

23 REMUNERATION

- 23.1 The Remuneration is based on the number of hours worked by the Interim Professional. BrandPit will charge, if part of the Remuneration, an application

fee. This application fee is either included in the agreed (hourly) rate, or is charged as a separate, fixed amount per month.

- 23.2 The applicable (hourly) rate of the Interim Professional is included in the Agreement. BrandPit will take care of payment of the Interim Professional.
- 23.3 The Interim Professional records his or her time on a form, which must be approved by Client and then provided to BrandPit.
- 23.4 BrandPit's administration is deemed correct with regard to the number of hours worked by the Interim Professional and approved by Client, unless Client proves that BrandPit's administration is not correct. This is an evident agreement as mentioned in article 153 Code of Civil Procedure.
- 23.5 Unless otherwise agreed, the Interim Professional's travel and accommodation costs and other expenses are not included in the Remuneration and/or the hourly rate and must be reimbursed to BrandPit separately by Client.

24 REPLACEMENT OF THE INTERIM PROFESSIONAL

- 24.1 BrandPit may, after consultation with Client, replace the Interim Professional.
- 24.2 If Client is of the opinion that the Interim Professional does not meet the requirements, Client must inform BrandPit of this in writing within four (4) weeks after the Interim Professional has started working for Client. If BrandPit is of the opinion that the complaint is well-founded, BrandPit has the right to replace the Interim Professional within a reasonable period of time. Client is aware of the fact that a notice period may be in force between BrandPit and the Interim Professional.
- 24.3 Client is not entitled to remuneration by BrandPit for any costs incurred or damage suffered by Client if the Interim Professional is replaced.

25 ACQUISITION OF THE INTERIM PROFESSIONAL

- 25.1 Client and/or companies affiliated to Client may only -directly or indirectly- employ the Interim Professional (or his/her replacement); or -outside BrandPit- give him/her an assignment, if Client pays BrandPit reasonable remuneration for this. This arrangement applies during the Agreement and for a period of twelve (12) months thereafter.
- 25.2 The amount of the remuneration which Client must pay BrandPit is twenty-five per cent (25%) of the Gross Annual Income of the Interim Professional, to be reduced by € 1,500 per month for each month, in the twelve months prior to / up to and including the commencement date of the (employment) agreement with the Interim Professional, that Client has already paid an application fee to BrandPit for the work of the Interim Professional.
- 25.3 Client must inform BrandPit, no later than one working day before the effective date of the (employment) agreement with the Interim Professional, if a case as referred to in article 25.1 occurs. If Client fails to do so (on time), the remuneration referred to in article 25.2 will amount to thirty-five percent (35%) of the Gross Annual Income of the Interim Professional.

25.4 Client must pay the compensation referred to in this article to BrandPit within thirty (30) calendar days after the effective date of the (employment) agreement with the Interim Professional.