

CODE OF CONDUCT / TERMS OF DELIVERY

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1. GENERAL RULES

1.1 Leaufort will perform its work with the conscientiousness that may be expected of a good contractor and its consultants will act in a way that does not harm confidence in the company, profession and industry.

2. IMPARTIALITY

2.1 Leaufort consultants will apply their knowledge, experience and skills to serve the interests of the client and its organisation but without jeopardising their professional impartiality. Leaufort will decline an assignment if not given the possibility to form its own, impartial opinion and to convey that opinion to the client. A consultant must terminate an assignment if it proves impossible to form an impartial opinion.

2.2 Consultants will avoid a situation where interests other than those of performance of the assignment and obtaining the agreed fee play a role. A consultant who has ulterior personal and/or business interests that are capable of influencing the consultancy process and that the consultant knows or should assume that the client is unaware of those interests will decline the assignment or will disclose such personal and/or business interests to the client before accepting the assignment. A consultant who acquires ulterior personal and/or business interests within the meaning of the previous sentence during performance of an assignment and who knows or should assume that the client is unaware of those interests will disclose the existence of such personal and/or business interests to the client and will discontinue the assignment, unless the client wishes continuation of the assignment.

3. ACCEPTANCE OF ASSIGNMENT

3.1 Before accepting an assignment Leaufort will ensure that the client and the contractor are clear about the content of and conditions for performing the assignment.

3.2 Before accepting an assignment Leaufort will familiarise itself with the expectations, context, background, motives, assumptions and mandate of the client.

3.3 We will not accept a contract if at the outset its scope is so limited that it cannot yield any effective help for the client.

3.4 A Leaufort consultant who performs his work based on specific social views or objectives will inform the client accordingly before accepting the assignment.

3.5 Leaufort will not accept an assignment if by doing so we will harm the interests of an earlier client directly and demonstrably and the earlier client objects to acceptance of the assignment. In such cases we will inform the latter (with the consent of the potential new client) in good time. This applies to a similar assignment within two years after completion of the last assignment for the earlier client.

3.6 Leaufort will not accept an assignment and will terminate an assignment already in progress if the client pursues unlawful purposes. We will not cooperate in the use of unlawful methods.

3.7 Leaufort will accept only assignments for which it is qualified based on its demonstrable knowledge and experience.

#### 4. RECRUITMENT & SELECTION - EXECUTIVE SEARCH - ASSESSMENTS

4.1 Leaufort will exercise the utmost care in performing its recruitment, selection, executive search and/or assessment activities and will apply rules and provisions laid down by bodies such as the professional association OWAS and applied by NIP.

4.2 Each candidate will receive equal opportunities during recruitment, selection and/or executive search activities, regardless of age, gender, marital status, sexual orientation, philosophy, religion, political preference, race, ethnicity or nationality, in each instance without prejudice to the objective and real job requirements and provided that they fundamentally satisfy the assignment.

4.3 If the client awards Leaufort the assignment to deal with a vacancy, we prefer this to occur on the basis of exclusivity. Leaufort will preferably be the only agency contacted to work on filling the vacancy. The agency will include in the procedure candidates that come via the client or from other sources. Our code of conduct and terms of delivery oblige us to inform candidates if the assignment is for one and the same vacancy that has also been awarded to another consultancy or consultant.

4.4 Leaufort will not accept an assignments whereby it the right to payment of the fee is made entirely dependent upon the result of the recruitment & selection work.

4.5 We are bound to comply with the provisions of the Data Protection Act and are required to ensure that the client and the candidate both treat information strictly confidentially.

4.6 Nominations of candidates will be made according to the best insights and in conformity with the standards of good workmanship. Leaufort will assume that the information that the candidates have provided about themselves or the information provided about them by referees is correct.

4.7 The client is responsible for the ultimate choice of a candidate. We decline all liability for the consequences of acts or omissions - including but not confined to consequential damage - of candidates employed partly as a result of the performance of the assignment for the client (see guarantee rules, 4.8).

4.8 If a placed candidate insufficiently meets expectations within three months and the client terminates the employment, or if the candidate resigns within this period of time, the contractor will repeat the entire recruitment and selection procedure without charging any fee for it. This arrangement will not apply in the event of sickness of the employee concerned or any other kind of force majeure that is unrelated to the functioning of the placed candidate.

#### 5. ASSIGNMENT

5.1 The consensus on the assignment and its performance will be reflected in written arrangements for:

- o the assignments and its limits
- o determination of the client
- o working method and expertise to be used
- o timeframe and estimated costs or payment principles based on costing
- o method of providing information during and after the assignment
- o desired/essential after-care
- o (if applicable) ownership rights and copyrights.

5.2 If facts or circumstances occur during performance of the assignment that prejudice or are capable of prejudicing the original consensus, the client and the contractor will consult with each other on this matter with a view to adjusting the arrangements to the changed situation if such is possible.

5.3 In the event of the client's unilateral termination of the agreed recruitment, selection and executive search assignment, or its suspension for longer than six weeks, on account of such circumstances as discontinuation of the position, a personnel stop, organisational reasons or similar, Leaufort will charge 70% of the contract price (also see 10.4).

5.4 The contractor has a duty to discontinue the assignment if circumstances beyond its control obstruct proper performance of the assignment (force majeure) or if an irreconcilable difference of opinion exists with the client about how the assignment should be carried out. If the contractor ends its assignment (prematurely or otherwise) it will do so carefully in relation to the client and its organisation.

## 6. PERFORMANCE OF ASSIGNMENT

6.1 Leaufort will orchestrate the consultancy process in a way that enables it to account to the client for the effects of its actions. Leaufort will inform the client timely and clearly about the structuring, approach to and progress of its assignment.

6.2 Leaufort will endeavour to the best of its ability to achieve the intended result of the assignment. However, the contractor does not guarantee achievement of this result, unless it has reached prior agreement with the client before the start of performance of the assignment about the result to be achieved and it parties have established with each other that this is not capable of different interpretation.

6.3 If we report to the client we will indicate the data, insights and experience on which our findings and conclusions are based.

6.4 For at least five years Leaufort will keep in a way of its choosing the documentation concerning performance of the assignment, also with a view to any subsequent accountability.

6.5 We will ensure continuity of performance of the assignment if the consultant working on the assignment is unable to continue the work.

6.6 Leaufort will conclude each assignment with a request to the client to give a written or oral evaluation of how the assignment or assignments were performed.

## 7. DISCRETION AND CONFIDENTIALITY

7.1 Our consultants will exercise the care that may reasonably be expected with regard to the use of information that is provided to them or comes to their knowledge during the contracted consultancy.

7.2 Information that is passed on will be made untraceable to source, unless the source has given permission for its traceability.

7.3 If Leaufort gives an opinion on persons for the purpose of performing the assignment, it will be related to the position that the person holds. To ensure due care and attention the consultant must make known his provisional opinion to the person concerned before disclosing his finding to the client. There may be derogation from this arrangement if the client gives pressing reasons beforehand. In that case the consultant will make known to the stakeholder(s) in advance that his advice may lead to an opinion about the stakeholder(s). Any report will state that the opinion was not checked beforehand with the stakeholder(s).

7.4 Recognisable data about the contractor or the client will be disclosed externally only with the consent of the client. This also applies to publications about assignments in which the client is recognisable. If persons are recognisable in material that will be circulated, those persons will be asked to give their consent.

## 8. RESPONSIBILITY FOR EMPLOYEES

8.1 Leaufort is responsible for ensuring that its employees or persons working under its control in the field of organisational science, recruitment & selection and assessments act in accordance with these rules of conduct.

## 9. EMPLOYEES OF CLIENTS

9.1 The consultant will not take any initiative to offer employment to an employee of a client.

9.2 Recruitment and selection activities on behalf of third parties, including executive searches, will take place subject to the following conditions:

- the Leaufort consultant will never accept remuneration from an individual for obtaining employment for the person in question;
- Leaufort will refrain from directly approaching employees of the client about a position elsewhere, unless the wish for a change of position was demonstrably conveyed by the person concerned. This condition will apply from commencement of the assignment to a time two years after completion of the last assignment for the client.

## 10. FINANCIAL MATTERS

10.1 Leaufort will charge a fee commensurate with the nature of the assignment, the failure risk for the client and/or agency, the rendered services and, if applicable, any special circumstances.

10.2 The fee may be based only on direct or indirect effects of the provided advice if prior to commencement of an assignment its nature, scope, timeframe and place can be described unambiguously and if this is measurable after completion of the assignment. We must also be able to exert significant influence over the result.

10.3 Invoicing of recruitment, selection and executive search assignments will take place in consultation with the client if it is necessary to deviate from the standard provisions. Leaufort will invoice fees on commencement of the assignment (25%), halfway the assignment (45%) and on its completion (30%). Our payment term is fifteen days from invoice date.

10.4 In the event of the client's unilateral termination or suspension for longer than six weeks of the agreed recruitment, selection and executive search assignment on account of such circumstances as the discontinuation of the position, a personnel stop, organisational reasons or similar, Leaufort will invoice 70% of the contract price (also see 5.3).

10.5 Invoicing of assessment contracts will occur in consultation with the client if it is necessary to deviate from the standard provisions. Leaufort will invoice the fee on completion of the assignment. Our payment term is fifteen days from invoice date.

*Important! Assessments will be scheduled in consultation with candidates/the client. If a rescheduling request is made less than three working days before the scheduled date, Leaufort will invoice 25% of the costs of the assessment. If a candidate or the client cancels the assessment in its entirety within this period of time, Leaufort will invoice 75% of the contract price.*

11. COLLEGIAL RELATIONS

11.1 If Leaufort may reasonably expect that an assignment of a client on which another consultant is already working will influence the consultancy process it shall inform both the client and the other consultant of its expectation. The client's wishes and interests will be the central consideration as to whether or not to accept the assignment.

11.2 Leaufort will not evaluate work performed by another consultant for the same client if the other consultant is unaware of this situation, unless more than five years have passed since completion of the assignment concerned. However, Leaufort does not need to inform the other consultant if the client objects for pressing reasons on the grounds that its interests will be seriously prejudiced by the discontinuation of confidentiality. In an evaluation assignment we will inform the other consultant of the (provisional) findings and conclusions and will check them with the person concerned, unless the client objects to this for pressing reasons.