

## SUPPLIER AGREEMENT FOR SERVICES TO AIRBUS

### THE UNDERSIGNED

**Staffing Management Services B.V.**, a private limited company with its registered office and its principal place of business at Oostmanslaan 71, (2063 AN) Rotterdam, duly represented by [ @ ] ("**Staffing**"),

and

[**NAME OF SUPPLIER**], a private limited company with its registered office and its principal place of business at <address> in <postcode><city>, registered with the Chamber of Commerce under number <CoC number>, ("**Supplier**");

Staffing and the Supplier are hereinafter also jointly referred to as the "**Parties**" and each individually as a "**Party**".

### WHEREAS:

- from time to time Staffing needs the Supplier's Professionals to perform work for Airbus Defence and Space Netherlands B.V. (**the Client**);
- the Supplier is prepared to make available the necessary knowledge and experience in the areas desired by Staffing for Staffing's Clients;
- the Supplier and Staffing wish to do business with each other regularly on a non-exclusive basis, whereby Staffing may independently commission the Supplier to hire Professionals under the conditions of this Agreement.

### HEREBY AGREE AS FOLLOWS:

#### 1 INTERPRETATION

- 1.1. Capitalised terms in this Agreement and its Schedules will have the following meaning, unless the context shows otherwise:

<b>Agreement</b>	this Agreement including the preamble and Schedule or Schedules and any additions thereto;
<b>Assignment</b>	the assignment to perform work for a Client;
<b>Checked ID</b>	the online service that checks and confirms the Professional's identity by means of an app;
<b>Client</b>	Airbus Defence and Space Netherlands B.V.;
<b>Contract Documentation</b>	the Agreement, the Contract for Services, the Non-Disclosure Agreement, the Contractor Code of Conduct, Supplier Code of Conduct and the Invoice Requirements;
<b>Contract for Services</b>	the further written agreement concluded between Staffing and the Supplier based on which a Professional will perform work for the Client concerned in accordance with the model appended to this Agreement as <b>Schedule 1</b> ;
<b>Data Processing Agreement</b>	the data processing agreement appended to Agreement as <b>Schedule 2</b> , including the preamble and any annexes, as well as any changes, replacements or updates thereto or other versions thereof;
<b>Hiring Desk</b>	The online platform accessible via <a href="http://hiringdeskairbus">http://hiringdeskairbus</a> where the Supplier can create an account, log in and gain access to the available content and functionalities;
<b>Independent Professional ("ZZP-er")</b>	An independent professional who qualifies as an entrepreneur ( <i>ondernemer</i> ) within the meaning of the Dutch Income Tax Act ( <i>Wet op de Inkomstenbelasting</i> );
<b>Invoice Requirements</b>	the invoice requirements applicable to a specific Client, which the Supplier can inspect in the VMS;
<b>IP Rights</b>	all intellectual property rights and related rights such as copyrights, design rights, trade mark rights, patent rights and database rights;

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|--|---------------------------------|--|
|  | <b>Non-Disclosure Agreement</b> | the non-disclosure agreement that can be viewed and downloaded via the Hiring Desk;  |
|  | <b>Professional</b>             | an employee of the Supplier under an employment contract which is not a payroll agreement within the meaning of Article 7:692 of the Dutch Civil Code; |
|  | <b>Schedule</b>                 | an appendix to this Agreement that forms part of it;   |
- 1.2 Unless stated otherwise in this Agreement:
- (i) a reference to a person is also a reference to a natural person, a legal person, a company, association, partnership or cooperative venture;
  - (ii) words stated in the singular also refer to the plural and vice versa, unless the context indicates otherwise;
  - (iii) references to 'also includes' and 'including' are deemed to be references to 'including, but not limited to';
  - (iv) a reference to 'or' will mean 'and/or', unless the context indicates otherwise; and
  - (v) headers are included only for identification purposes, and do not affect the interpretation of this Agreement.
- 2. APPLICABILITY**
- 2.1 The terms of this Agreement apply to every Contract for Services concluded between the Supplier and Staffing for the provision of services to the Client during the term of this Agreement. Once there is an Assignment, the Supplier will inform the Professional concerned of all the obligations arising from the Contract Documentation. The Client makes use of two different Code of Conducts; one specific for the Supplier and one specific for the Professional. The Supplier itself will comply with the Supplier Code of Conduct and will also ensure that the Professional complies with the Contractor Code of Conduct.
- 2.2 If the Supplier has put forward an Independent Professional for an Assignment and the Client selects this Independent Professional, the Supplier agrees that this Independent Professional will be contracted directly by Staffing on the basis of a model agreement approved by the Dutch Tax and Customs Administration. The Supplier will receive a fee for its services based on a fee structure with a maximum duration of 12 months. The fee to be paid to the Supplier will not exceed 15% of the agreed hourly rate of the Independent Professional, with a maximum of EUR 10 per hour
- 2.3 General delivery conditions or other (general or other) conditions of the Supplier do not apply to the Agreement or any Contract for Services arising from it and are expressly rejected by Staffing.
- 2.4 The following documents form part of this Agreement. If and to the extent these documents conflict with one another, the following order of precedence will apply unless expressly provided otherwise (i) the Contract for Services; (2) the Data Processing Agreement; (3) the contents of this Agreement.
- 3. SUBJECT OF THE AGREEMENT**
- 3.1 The Supplier will have a Professional provide services for a Client, each time based on an individual Contract for Services yet to be agreed with Staffing and subject to the conditions in the Contract Documentation.
- 3.2 A Contract for Services is only concluded when Staffing has accepted the Professional put forward by the Supplier. Acceptance by Staffing is exclusively effected by Staffing and the Supplier signing a Contract for Services.
- 4 SUPPLIER'S OBLIGATIONS**
- 4.1 If desired, the Supplier will give Staffing or a Client the opportunity to assess, by means of one or more preliminary interviews, whether it considers the Professional proposed by the Supplier to be suitable. Any associated costs will be borne by the Supplier.
- 4.2 The Supplier undertakes to have the Contract for Services performed exclusively by Professionals it reasonably believes to be trustworthy. Before a Professional starts the work for the Client, the Supplier is always obliged (i) to establish the identity of the Professional, (ii) to check the Professional's education and work experience (e.g. by having him or her show diplomas and certificates) and (iii) to ensure that the Professional has the requisite permits and that the Professional fulfils the relevant statutory requirements for performing the work for the Client. To the extent permitted by law, the Supplier will retain a copy of the documents shown and will submit them to Staffing at Staffing's first request, to the extent permitted by law.
- 4.3 The Supplier will ensure that any Professional it makes available to Staffing:

- (i) always shows proof of identity to the Client's responsible officer for verification purposes before starting the work for the Client and carries that proof of identity on the Client's premises;
- (ii) makes sure that the Professional cooperates with Staffing confirming his identity via Checked ID;
- (iii) when first asked to do so by the Client – or if this is clear from the Client's initial request – submits a Certificate of Good Conduct (VOG) prior to commencing the work which will not be more than 6 months old. The costs of such certificate will be borne by the Supplier;
- (iv) is fully informed of his own and the Supplier's obligations under the Contract Documentation and will fulfil those obligations as if the Professional were a party to the Contract Documentation.

4.4 The Supplier will comply with the applicable laws and regulations on employment conditions, including Section 8 of the Placement of Personnel by Intermediaries Act (*Wet allocatie arbeidskrachten door intermediairs* ("Waadi")) as well as any collective labour agreement that may apply to the Supplier and the Professional in the context of the Contract for Services. The Supplier will lay down any employment conditions for performing the work in a clear and readable manner. If requested, the Supplier will provide Staffing with access to these employment conditions and cooperate with checks, audits or pay validation. The Parties will together agree when the relevant control, audit or pay validation will be carried out.

## **5 TIME OF PERFORMANCE**

- 5.1 The Professional will perform the work at the agreed time or within the period or periods specified in the Contract for Services. In principle, the work must be carried out within the Client's normal working hours. This means Monday to Friday from 8:30 a.m. to 5:00 p.m.
- 5.2 As soon as the Supplier knows or expects that the work will not be performed or completed on time, it will immediately inform Staffing of this in writing.

## **6 QUALITY AND WARRANTY**

- 6.1 The Supplier warrants that:
  - (i) it will only propose its own employees and that the employment contracts with those employees are not classed as payroll contracts within the meaning of Article 7:692, Dutch Civil Code ("DCC");
  - (ii) the services to be performed by it or on its behalf will be performed competently;
  - (iii) the result of the services to be provided by it or on its behalf will meet the agreed requirements;
  - (iv) for the duration of the Agreement and every Contract for Services, the Professional or Professionals will meet and continue to meet the agreed qualifications in terms of education, expertise and experience;
  - (v) it will, for the duration of the Contract for Services keep the knowledge and capacity available that is necessary to adequately perform the agreed work; and
- 6.2 The Supplier warrants that the deployed Professional (i) conforms to the specific methods and techniques of the Client concerned and (ii) where necessary will promptly familiarise himself or herself with these methods and techniques. Any associated costs will be borne by the Supplier, unless the Parties agree otherwise in the Contract for Services.
- 6.3 The Professional who qualifies as an employee of Supplier on the basis of an employment contract will perform the work arising from the Contract for Services on the basis of management and supervision by the Client unless the Parties agree otherwise.
- 6.4 The Supplier indemnifies Staffing in respect of all claims by Professionals regarding any damage suffered by them during the performance of the agreed work.
- 6.5 In the event of a breach of the provisions in clause 6.1(i) and/or (ii), Staffing will be entitled to terminate the Contract for Services with immediate effect and, if Staffing so wishes, to contract with the Professional concerned directly without being obliged to pay any compensation to the Supplier.

## **7 REPLACEMENT**

- 7.1 The Supplier will endeavour to replace the Professional at Staffing's first request within a reasonable period of 2 weeks if (i) it is determined in all reasonableness and fairness that the Professional is failing to perform his or her obligations because he or she does not have the knowledge, experience or skills he or she specified, or (ii) the relationship between the Client and the Professional has, in the opinion of the Client, become so impaired that the Contract for Services cannot be continued.
- 7.2 The Supplier will also endeavour to replace the Professional at Staffing's first request within a reasonable period of time if the Professional is ill or absent due to other circumstances as a result of which the

Professional is unable or expected to be unable to perform the work arising from the Contract for Services for a period of at least 2 weeks.

7.3 If the Professional terminates his contract with the Supplier during the term of the Contract for Services, the Supplier will report this to Staffing immediately and, at Staffing's first request, the Supplier will be obliged to put in place a suitable replacement as soon as possible.

7.4 If the Client considers the replacement is not performing the work properly, Staffing will be entitled to terminate the Contract for Services immediately without being due any compensation in this respect to the Supplier.

## **8 RATES**

8.1 Staffing must pay the Supplier for the hours actually worked by the professional. The hourly rates agreed between the Parties are fixed for the duration of the Contract for Services and any extension thereof. Indexation of rates is also excluded.

8.2 Rates comprise full payment of the services to be provided by the Supplier and the administrative costs, travel expenses (including the Professional's commute) and accommodation costs and any other additional costs incurred by the Supplier. The rates are always in euros and exclusive of any turnover tax owed.

8.3 Travel expenses may only be charged if authorised by the Client. In that case, the actual costs will be reimbursed upon presentation of proof of the costs incurred.

8.4 Once the Professional has worked more than 800 hours for the Client under the Contract for Services (including extensions), the Professional's hourly rate will be reduced by EUR 2.50 from the Professional's original hourly rate as set out in the initial Contract for Services. Once the Professional has worked a total of 1600 hours or more, the hourly rate will be further adjusted downward by another EUR 2.50.

## **9 INVOICING AND PAYMENT**

9.1 The number of billable hours is capped at 40 hours a week. Overtime is not permitted unless otherwise agreed in writing.

9.2 The Professional will record the hours worked in the Client's time recording system. Only the hours that have actually been worked and approved by the Client qualify for payment. The Supplier bears full financial responsibility and risk for the unavailability of work, for any reason whatsoever.

9.3 Invoicing takes place after the end of each calendar month, in line with the Invoice Requirements.

9.4 The Supplier is obliged to cooperate in the system of reversed billing agreed between Staffing and the Client. The Supplier will ensure that the Professional records the hours actually worked in the Client's time-recording system via the VMS. After the end of every calendar month, the Supplier will receive an invoice based on reversed billing, whereby the hours approved by the Client are invoiced. Staffing will ensure that the invoice meets all statutory requirements.

9.5 Staffing will pay invoices that meet the conditions set out in this clause, with due observance of the provisions in clause 14.3 of this Agreement, in principle 4 (four) days after Staffing has received the Client's fee, but no sooner than 45 (forty-five) days after it receives the invoice. For the record, the date of receipt is the first working day following receipt of the invoice. Staffing's records are decisive in this regard.

9.6 Staffing is entitled to suspend payment of an invoice if

- (i) the Supplier has not returned the Contract for Services concerned, signed as approved;
- (ii) the services provided and/or the invoice do not meet the requirements stated in the Contract Documentation; or
- (iii) the Supplier has not submitted a document mentioned in the Contract Documentation (e.g. a Compliance with Tax Obligations Payment History Report [*'Verklaring Betalingsgedrag nakoming fiscale verplichtingen'*], Form G account, screening, diplomas, etc.) within the stated period.

9.7 If Staffing exceeds any payment deadline or fails to pay any invoice due to the suspected inaccuracy of the invoice or defectiveness of the invoiced performance, this does not entitle the Supplier to suspend or terminate its performance. Nor is the Supplier permitted to set off any amounts.

9.8 Hours worked must be entered into the VMS as indicated in the Invoice Requirements within 2 months after performance of the work, at risk of forfeiting the right to do so.

9.9 The Supplier is aware that it is subject to a default risk. This means that non-payment of Staffing's invoices by a Client, regardless of the reason, means that Staffing is not obliged to pay the corresponding invoices from the Supplier.

9.10 Payment of an invoice does not mean that Staffing waives any of its rights.

## **10 INTELLECTUAL PROPERTY RIGHTS**

- 10.1 All IP Rights to the results of the services provided or to material developed by the Professional (including the rights to the source code for the software developed) that are created or will be created at any time or anywhere in the performance of a Contract for Services are vested in the Client. The Supplier warrants that the deployed Professional will transfer (i) the IP Rights (including the source code) to the results of the services provided or to material developed to the Client To the extent necessary, the Supplier and/or the Professional hereby transfer the IP rights to the Client on the basis of the Contract for Services, which transfer is already accepted by Staffing on behalf of the Client.
- 10.2 To the extent that the transfer referred to in clause 10.1 requires an additional instrument, the Supplier and/or the Professional will cooperate fully, at no cost, at Staffing's or the Client's first request in this regard..
- 10.3 If the results of the services provided to the Client are achieved fully or partly by using existing IP rights that do not belong to the Client, the Supplier must grant an irrevocable and indefinite right of use, free of charge, to the Client so that the Client can use and keep using the results of the services that have been provided.
- 10.4 The Supplier indemnifies Staffing and the Client in respect of all third party claims arising from any (alleged) infringement of the rights described in clause 10.1 and will reimburse all costs and compensate all damage that are the direct or indirect result of this (alleged) infringement, including the costs of legal assistance. The limitation of liability set out in clause 14 of this Agreement applies equally to this indemnification.
- 10.5 The obligations incumbent on the Supplier and/or the Professional under this clause 10 will remain in full force and effect after completion, termination, lapse or cancellation of the Contract for Services.

## **11 TRANSFER**

- 11.1 As soon as the Professional has worked for the Client for more than 1600 hours, the Client will be entitled to have the Professional transferred to it, free of charge, from the Supplier and offer the Professional an employment contract. The Supplier warrants that (i) it will immediately cooperate in full in this and (ii) will exonerate the Professional from any obligation under any non-compete and/or non-solicitation and/or associated penalty clause agreed between the Supplier and the Professional.
- 11.2 If the Professional has worked fewer than a total of 1600 hours, the Supplier will be entitled to payment for the Professional's transfer to the Client. This payment is worked out as follows: the total number of remaining hours up to 1600 hours multiplied by 10% of the hourly rate.

## **12 DURATION AND TERMINATION OF CONTRACT FOR SERVICES**

- 12.1 Every Contract for Services takes effect on the effective date recorded in the Contract for Services and is concluded for a definite period, all this without prejudice to the option of early termination.
- 12.2 The Contract for Services ends by operation of law on the end date stated in the Contract for Services or on such earlier date as the value of the assignment has been attained, without any further action by either of the Parties being required.
- 12.3 The Supplier is entitled to terminate a Contract for Services early without stating reasons by giving written notice to Staffing with due observance of a notice period of 2 months.
- 12.4 Staffing is entitled to terminate a Contract for Services early without stating reasons by giving written notice to the Supplier with due observance of the following notice periods:
- 10 calendar days if the duration of the Contract for Services is less than 24 weeks; and
  - 25 calendar days if the duration of the Contract for Services is more than 24 weeks,
- provided that the Contract for Services does not end before the end date resulting from Client's notice of termination sent to Staffing.
- 12.5 Staffing is further authorised to fully or partly terminate the Contract for Services by means of a written notice with immediate effect and without judicial intervention if:
- (i) the Supplier and/or Professional act contrary to the Contract Documentation even following a notice of default that provides a reasonable term to remedy that default;
  - (ii) in the event of wilful intent or gross negligence on the Professional's part;
  - (iii) the Client terminates the contract for services concluded with Staffing for the deployment of a Professional or terminates the framework agreement concluded with Staffing; or
  - (iv) the Supplier breaches the guarantees in clause 6.1 of this Agreement.

- 12.6 The Supplier warrants that upon termination of the Contract for Services the Professional will immediately return to the Client all data, materials, results and other business property of the Client that he has in his possession.

### **13 DURATION AND TERMINATION OF THE AGREEMENT**

- 13.1 The Agreement takes effect on the date on which it is signed by both Parties and is concluded for an indefinite period. The Agreement may be terminated at all times in writing by either Party with due observance of a notice period of 2 (two) months.
- 13.2 Both Parties are entitled to fully or partly terminate this Agreement with immediate effect and without judicial intervention, by means of a written notice to the other Party, if:
- (i) the other Party fails to perform its obligations under this Agreement, even after there has been notice of default with a reasonable term to remedy the default;
  - (ii) the other Party is declared bankrupt/insolvent, or an application for bankruptcy/insolvency is filed against the other Party;
  - (iii) the business of the other Party ceases operating or is liquidated;
  - (iv) the other Party has applied for or has been granted a (provisional or other) moratorium on payments;
  - (v) the other Party has lost the full or partial power of disposition of a considerable portion of its assets due to attachment or otherwise and has not regained this power of disposition within 4 (four) weeks; or
  - (vi) it becomes reasonably apparent that the other Party is no longer able to meet its obligations.
- 13.3 Furthermore, Staffing is entitled to terminate this Agreement fully or partly with immediate effect and without judicial intervention, by a written notice to the Supplier, if:
- (i) the shares in or the assets of the Supplier's business are transferred to a third party or the direct or indirect authority or control of the Supplier is changed in some other way; or
  - (ii) the collaboration between Staffing and the Client comes to an end.
- 13.4 Upon termination of the Agreement, the ongoing Contracts for Services will be continued and the provisions in this Agreement will remain in full force with respect to them.
- 13.5 Obligations that by their nature are intended to endure after the end of the Agreement, including clause 19 (confidentiality), clause 10 (intellectual property), clause 14 (liability and indemnity), clause 15 (tax) and clause 23 (applicable law and competent court) will remain in full effect after the termination of the Agreement and apply to the Supplier and its legal successors.

### **14 LIABILITY AND INDEMNITY**

- 14.1 If the Supplier and/or its Professional fail to perform their obligations under this Agreement or the Contract Documentation, the Supplier will be liable for the losses suffered by Staffing. The Supplier's liability is limited to an amount of EUR 2,000,000 (two million euros) per event, whereby a consecutive series of events is regarded as one event.
- 14.2 The Supplier's limitation of liability does not apply if the loss is the result of (i) an intentional act and/or gross negligence on the part of the Supplier and/or the Professional, (ii) a breach of the provisions in clause 6.1(i) and (ii) of this Agreement.
- 14.3 To the extent possible under Dutch law, Staffing's liability is limited to the amount that is paid out in a particular case under the professional and corporate liability insurance taken out by it. If no amount is paid out under its professional and corporate liability insurance, Staffing's liability is limited to an amount of EUR 100,000 (one hundred thousand euros) per event, whereby a series of events is regarded as one event.

### **15 TAX**

- 15.1 The Supplier is and will at all times remain responsible and liable for fulfilling its obligations under the Agreement, including its obligations pursuant to tax legislation and social insurance legislation. The Supplier indemnifies Staffing in respect of any third party claims arising from a failure to fulfil these obligations or a failure to fulfil them fully or correctly.
- 15.2 The Supplier will ensure the correct, prompt and complete declaration and payment of all turnover tax, wage tax and national insurance contributions relating to the Professional or Professionals deployed and indemnifies Staffing against all claims and additional costs from Professionals, the Tax and Customs Administration and other third parties, including penalties, additional tax assessments and legal costs.

- 15.3 If the Supplier is NEN 4400-1 certified, Staffing will withhold 25% of the invoiced amount including turnover tax for the preventive coverage of taxes, social insurance and income-related healthcare insurance contribution from the Supplier's invoices and pay this directly into the Supplier's G account. If the Supplier is not NEN 4400-1 certified, 55% of the invoiced amount will be withheld from the invoices and paid into the Supplier's G account. For this purpose, the Supplier will state the IBAN number of its G account in the VMS.
- 15.4 The Supplier is obliged to let Staffing know in writing of any cancellation of a NEN 4400-1 certificate or any intention to do so within 5 (five) working days after cancellation of the certificate on pain of incurring an immediately payable penalty of EUR 50,000 (in words: fifty thousand euros) per breach and a penalty of EUR 1,000 (in words: one thousand euros) for every day the breach continues, all this without prejudice to Staffing's right also to claim full damages.

## **16 INSURANCE**

- 16.1 The Supplier has adequate liability insurance under this Agreement and undertakes to maintain adequate liability insurance for the duration of this Agreement and for a period of 1 year after the end of this Agreement.. The Supplier's insurance policies, including in any case professional and corporate liability insurance, will at least provide cover up to the sum of EUR 2,000,000 (two million euros) per event. The Supplier will allow Staffing, upon request, to inspect the policy conditions of the liability insurance policies aforementioned and, if required, provide proof of payment of the premiums.

## **17 AUDITS**

- 17.1 Staffing is authorised to check or have a third party check all information, data and documents, or copies thereof, submitted by the Supplier with respect to a Professional. Furthermore, in the interest of safeguarding the integrity of their business operations, Staffing or the Client is at all times authorised to conduct or give instructions to conduct a security investigation / screening of the Professional.. Staffing will not proceed with an audit or screening of the Professional until the Supplier has received prior notice.
- 17.2 Staffing and/or the Client is at all times authorised to have the Supplier's accounts audited by an external chartered accountant for compliance with the provisions in clauses 9 and 15. The Supplier is obliged to cooperate fully with such an audit. The costs of any such audit are borne in principle by Staffing, unless inaccuracies are found, in which case the costs are to be borne by the Supplier.

## **18 PROCESSING OF PERSONAL DATA**

- 18.1 The Parties process personal data in the context of performing this agreement. The Parties each individually qualify as data controllers within the meaning of the General Data Protection Regulation (GDPR). Upon entering into this Agreement, the Parties also enter into the Data Processing Agreement as included in Schedule 2 of this Agreement.

## **19 CONFIDENTIALITY**

- 19.1 The Supplier will maintain confidentiality with regard to all confidential information and data it has obtained, whether directly or indirectly. Confidential information includes, but is not limited to, all information about the Client's business, products and customers as well as any trade secrets including designs and manuals of the systems and standard components.
- 19.2 The supplier undertakes not to disclose in any way or use for its own purposes anything that comes to its attention during the performance of this Agreement, the confidential nature of which is known or can reasonably be suspected, except to the extent that this is necessary for the proper performance of this Agreement or for exercising the rights set out in this Agreement. This confidentiality obligation applies for 5 years after the Contract for Services ends.
- 19.3 The confidentiality obligations stated in this clause 19 do not apply if and to the extent:
- (i) the information is generally known or has been made generally accessible by the disclosing party or a third party;;
  - (ii) the information has been lawfully disclosed to the receiving party by a third party, without an obligation of confidentiality;;
  - (iii) the information is expressly designated as not being confidential by the providing party; or
  - (iv) the information must be disclosed to third parties pursuant to a court order, a legal obligation or a judicial or arbitral decision.

- 19.4 The Parties warrant that their employees and/or third parties engaged by them (including Professionals) (i) are aware of the obligations set out in this clause 19 and (ii) will comply with these obligation as if they were party to this Agreement.
- 19.5 If the Client requires a Professional to sign a (supplementary or other) Non-Disclosure Agreement, the Supplier will ensure that the Professional immediately signs the Non-Disclosure Agreement concerned.

## **20 FORCE MAJEURE**

- 20.1 The Supplier may only invoke force majeure vis-à-vis Staffing and/or the Client if the Supplier immediately notifies Staffing and/or the Client of this in writing immediately or as soon as possible, , submitting supporting documents. In the event of force majeure, any failure to perform any obligation under this Agreement will not be attributable to the Supplier. In addition to notifying Staffing and/or the Client, the Supplier will:
- (i) provide information to Staffing and/or the Client about the expected duration of the delay and its consequences;
  - (ii) take all reasonable steps to prevent any further delay (including engaging third parties);
  - (iii) do everything possible to limit the impact of the force majeure situation on Staffing and the Client; and
  - (iv) ensure that the further performance of the Agreement and the Contract for Services is not compromised.
- 20.2 If the force majeure situation lasts for more than 1 month or might reasonably be expected to do so, Staffing will be entitled to terminate the Agreement immediately without being due any compensation to the Supplier.

## **21 MISCELLANEOUS**

- 21.1 The Professional may not work on days when the Client's offices are closed. These days are deemed to be non-billable days and the Professional will not be paid for hours worked on them unless the Client has granted the Supplier or the Professional written consent in that regard.
- 21.2 In principle, the Professional does not work standby shifts. The Client may deviate from this provision in particular cases, and ask the Professional to take on a standby shift. In such cases, the following rates apply:

- EUR 15 per hour on weekdays or EUR 30 per hour on Saturdays, Sundays and public holidays.

Once the standby shift turns into an actual deployment and the Professional is called to perform work, the following percentages of the agreed rate will apply:

- The first 8 hours on a regular working day: 100%

If the Professional works longer than 8 hours and on weekends or holidays, the following percentages of the agreed rate apply:

- ≤ 3.5 hours on weekdays:	130%
- ≥ 3.5 hours on weekdays:	140%
- Saturdays:	160%
- Sundays and public holidays:	180%

Overtime rates are calculated on basis of the gross salary and not on the commercial hourly rate.

- 21.3 If a Professional is performing an assignment for a position/role that has been classified into job grade 11 or higher, overtime is not permitted unless agreed in advance in writing with the Client. In that case, the Professional will be entitled to a fee of 100% of his agreed rate as stated in the Contract for Services.

## **22 FINAL PROVISIONS**

- 22.1 This Agreement and any Contract for Services resulting from it may be amended only in writing and with the mutual consent of the Parties.



- 22.2 The Supplier will not use, disclose and/or exploit the trade names of Staffing or the Client and/or mention in any way the existence of the Agreement or publicise the Contract for Services in any way in publications and/or advertisements without Staffing's prior written permission.
- 22.3 The Supplier is not permitted to transfer rights and obligations arising from the Agreement or a Contract for Services resulting from it to third parties without Staffing's prior written permission. This prohibition also has property law effect within the meaning of Article 3:83(2) of the Dutch Civil Code.
- 22.2 The Client is at all times permitted to transfer its rights and obligations under the Master Agreement to third parties in advance.
- 22.4 If any provision in this Agreement or the Contract Documentation (due to contravention of a statutory provision) is fully or partially invalid, the other provisions will remain fully effective. In that case the Parties will replace the invalid provision with a valid provision in accordance with the object and purport of the Agreement or the Contract Documentation, and in such a way that the purport and consequences of the new provision differ as little as possible from the invalid provision.

## **23 APPLICABLE LAW AND JURISDICTION**

- 23.1 The Agreement is governed by Dutch law.
- 23.2 Disputes between the Parties will exclusively be adjudicated by the competent court in Rotterdam.

Thus agreed and drawn up in duplicate on \_\_\_\_\_ 2021

Staffing Management Services B.V.:

<Legal form> <company name>

<name of authorised signatory>

<name of authorised signatory>

<position>

<position>

**Schedule 1**  
**Model Contract for Services**

**Schedule 2**  
**Data Processing Agreement**