

AIRBUS HIRING CONDITIONS FOR INDEPENDENT PROFESSIONALS

1. General

- 1.1 These hiring conditions (**Hiring Conditions**) apply to every deployment of an independent professional at Airbus Defence and Space Netherlands B.V. (**Airbus**). The Hiring Conditions form an integral part of the independent professional intermediary agreement (the **Intermediary Agreement**) and any ensuing assignment (the **Contract Confirmation**) concluded between Staffing Management Services BV (**Staffing**) and the independent professional (**Contractor**) in the context of an assignment at Airbus.
- 1.2 If there is any discrepancy between the provisions in the documents mentioned below, the provisions in the said documents will take priority in the following order: (i) the Contract Confirmation (ii) the Hiring Conditions and (iii) the Intermediary Agreement (collectively the **Contract Documentation**). In case of inconsistencies between the English and Dutch version of the Hiring Conditions, the Dutch version prevails.
- 1.3 By signing the Contract Documentation, the Contractor confirms that he/she has received, read, understood and will comply with the conditions and guidelines applicable within Airbus. The Contractor agrees to comply with any current health and safety rules applicable at the Airbus site. To the extent that these Hiring Conditions do not depart from or mention the provisions in the following conditions and guidelines, these will, in addition, form part of the Contract Documentation:
- (i) Invoice Requirements;
 - (ii) the Non-Disclosure Agreement;
 - (iii) Contractor Code of Conduct - Airbus.

The above-mentioned documents can be viewed and downloaded at any time via the Contractor's profile on Airbus' hiring desk at <http://hiringdeskairbus.com>.

2. Time of performance

- 2.1 The Contractor will perform the work at the agreed time or within the period(s) stated in the Contract Confirmation.

3. Requirements prior to the start of an assignment

- 3.1 Prior to the start of any work, the Contractor will cooperate with Staffing to confirm his/her identity via Checked ID, an online service that verifies and determines the identity of parties, or via another party that Staffing works with. In addition, the Contractor must identify himself/herself to the hiring manager at Airbus when the work starts, by showing valid proof of identity and carrying that proof of identity when on the Airbus sites.
- 3.2 When first asked to do so by Staffing – or if this is clear from Airbus's initial request – the Contractor will submit a Certificate of Good Conduct (VOG) prior to commencing the work, which certificate will not be more than 6 (six) months old. Furthermore, in the interest of safeguarding the integrity of their business operations, Staffing or Airbus is at all times authorised to conduct or give instructions to conduct a security investigation / screening of the Contractor. This will only be done after the Contractor has received advance notice.

4. Rates

- 4.1 The agreed rate in the Contract Confirmation is based upon an all-in hourly rate which also includes commuting costs, accommodation costs and all if any other ancillary expenses. Rates are always expressed in euros and exclude any VAT that may be due.

4.2 The agreed rate included in the Contract Confirmation is fixed for the duration of the Contract Confirmation and any extension thereof. Rates are not subject to indexation.

4.3 Travel expenses may only be charged if Airbus has consented to this in writing. In that case, the Contractor will receive reimbursement for the actual costs upon submission of evidence of the costs incurred.

5. Invoicing and payment

5.1 The number of billable hours is capped at 40 hours a week. Overtime is not permitted unless otherwise agreed in writing. The Contractor must record the hours he/she has actually worked in Airbus' time-recording system.

5.2 The Contractor must ensure that the responsible individual at Airbus approves the hours worked. Payment is only made for hours actually worked. The Contractor accepts full financial responsibility and risk for the non-availability of work, for whatever reason.

5.3 Invoicing occurs after the end of each calendar month in accordance with the Invoice Requirements (see payment calendar on the hiring desk). Staffing must ensure that the Contractor receives a draft invoice after the end of each calendar month on the basis of "reversed billing", invoicing the hours approved by Airbus. Staffing will ensure that the invoice meets all the statutory requirements. The Contractor is responsible for registering the correct invoice details (e.g., VAT number, bank account number, and name details) at the hiring desk.

5.4 Airbus' payment term vis-à-vis Staffing is 45 (forty-five) days after receiving the invoice from Staffing. In principle, Staffing will pay the Contractor's invoices, provided they meet the conditions set out in this clause and the Invoicing Requirements, within 4 (four) days after Staffing has received the fee, but no sooner than 45 (forty-five) days after it receives the invoice. For the avoidance of doubt, the date of receipt is the first working day following receipt of the invoice. Staffing's records are decisive in this regard.

6. Early termination; termination

6.1 The Contractor is entitled to terminate a Contract Confirmation early, without stating reasons, by sending Staffing a written notice of termination subject to 2 months' notice.

6.2 Staffing is entitled to terminate a Contract Confirmation early, without stating reasons, by sending the Contractor a written notice of termination subject to the following notice periods:

- 10 calendar days if the duration stated in the Contract Confirmation is less than 24 weeks; and
- 25 calendar days if the duration stated in the Contract Confirmation is more than 24 weeks,

provided that the Contract for Services does not end before the end date resulting from Airbus's notice of termination sent to Staffing.

6.3 In addition to the termination options set out in Clause 5 of the Intermediary Agreement, Staffing may terminate the Contract Confirmation with immediate effect and without becoming liable for compensation vis-à-vis the Contractor, if:

- (i) the Contractor is failing to perform his/her obligations because he/she does not have the knowledge, experience or skills he/she specified;
- (ii) the relationship between the Contractor and Airbus has, in the latter's opinion, become so impaired that the Contract Confirmation cannot be continued;
- (iii) Airbus terminates the contract for services concluded with Staffing for the Contractor's deployment;
- (iv) the Contractor has displayed wilful misconduct or gross negligence in performing the Contract Confirmation;
- (v) the Contractor acts contrary to the Contract Documentation (including the Contractor Code of Conduct - Airbus), even following a notice of default that provides a reasonable term to remedy that default.

- 6.4 After the Contract Confirmation comes to an end, the Contractor must immediately return to Airbus all data, materials, results and other company property belonging to Airbus.

7. Liability

- 7.1 If the Contractor fails to comply with one or more of his/her obligations under the Contract Documentation, he/she will be liable for any damages sustained by Staffing. The Contractor's liability is limited to EUR 1,000,000 (one million euros) per event, and to EUR 2,000,000 (two million euros) per annum.
- 7.2 This limitation of the Contractor's liability does not apply if the loss is the result of an intentional act and/or gross negligence on the part of the Contractor or the party for whom the Contractor is liable in law.
- 7.3 For the rest, clause 9 of the Intermediary Agreement remains fully effective.

8. Insurance

- 8.1 The Contractor has adequate liability insurance under the Contract Documentation and undertakes to maintain adequate liability insurance for the duration of the Contract Confirmation. The Contractor's insurance policies, including in any case professional and corporate liability insurance, will at least provide cover up to an amount of EUR 1,000,000 (one million euros) per event and EUR 2,000,000 (two million euros) per annum.
- 8.2 The Contractor will allow Staffing, upon request, to inspect these liability insurance policies and, if required, provide proof of payment of the premiums owed.

9. Intellectual property rights

- 9.1 All intellectual property rights (**IP Rights**) and claims to such rights that are or will be created anywhere or at any time in the performance of the work stemming from the Contract Confirmation (being rights to the results of the services provided or to material developed by the Contractor), including the rights to the source codes of software that has been developed, are vested in Airbus.
- 9.2 Where necessary, the Contractor hereby transfers the rights mentioned above (including the source code) under the Contract Confirmation to Staffing for no consideration, which transfer is accepted by Staffing on behalf of Airbus immediately after these rights come into existence. To the extent that an additional instrument may be required for the transfer specified in this clause, the Contractor will, at no cost, cooperate with effecting the transfer when first asked to do so by Staffing and/or Airbus.
- 9.3 "Results" as referred to in paragraph 1 of this clause 9 means anything created in the context of the Contract Confirmation, regardless of whether the Contractor uses any contribution from Airbus and/or third parties in the process.
- 9.4 If the results of the services provided to Airbus are achieved fully or partly by using existing IP Rights that do not belong to Airbus, the Contractor hereby grants an irrevocable and indefinite right of use, free of charge, to Airbus so that Airbus can use and keep using the results of the services it has received.
- 9.5 The Contractor indemnifies Staffing and Airbus in respect of all third-party claims stemming from any (alleged) infringement of the rights detailed in clause 9.1 and will pay all the costs and compensate any damage directly or indirectly consequent upon such (alleged) infringement, including the costs of legal assistance. The limitation of liability specified in clause 7 of these Hiring Conditions applies equally to this indemnification.
- 9.6 The obligations incumbent on the Contractor under this clause 9 will remain in full force and effect after the completion, termination, lapse or cancellation of the Contract Confirmation.

10. Confidentiality

- 10.1 In addition to clause 10 of the Intermediary Agreement, the Contractor undertakes not to disclose in any way or use for his/her own purposes anything that comes to his/her attention during the performance of the Contract Confirmation, 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 the Contract Confirmation or for exercising the rights set out in the Contract Documentation. This confidentiality obligation applies for 5 years after the Contract Confirmation ends.

11. Non-billable days

- 11.1 The Contractor may not work on days when Airbus's offices are closed. These days are deemed to be non-billable days and the Contractor will not be paid for hours worked on them unless Airbus has given the Contractor its written consent in that regard.

12. Additional work

- 12.1 Additional work will only be considered for reimbursement after Airbus has given its prior written consent in that regard. Without written consent, Staffing is not obliged to pay for the additional work. Work that should have been foreseen by the Contractor at the time of concluding the Contract Confirmation will not be considered additional work. Additional work will be paid at no more than the rates stated in the Contract Confirmation unless otherwise agreed in writing.

13. Force majeure

- 13.1 The Contractor may only invoke force majeure vis-à-vis Staffing and Airbus if the Contractor immediately notifies Staffing and/or Airbus 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 the Contract Confirmation will not be attributable to the Contractor. In addition to notifying Staffing and/or Airbus, the Contractor will:
- (i) provide information to Staffing and/or Airbus 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 Airbus; and
 - (iv) ensure that the further performance of the Contract Confirmation is not compromised.
- 13.2 If the force majeure situation persists for more than 1 month or might reasonably be expected to do so, Staffing will be entitled to terminate the Contract Confirmation immediately without being due any compensation to the Contractor.

14. Invalidity

- 14.1 If any one or more provisions applicable to the Contract Documentation proves to be null and void or legally invalid, it or they will be deemed no longer to form part of the Contract Documentation and the remaining applicable provisions will continue in full force and effect. The Contractor and Staffing undertake to replace the void provision by another provision that is binding and that deviates as little as possible from the void provision, having regard to the purport and objective of the Contract Documentation.
