**Nouryon Supplier Agreement**

**THE UNDERSIGNED**

**Staffing Management Services** **B.V.**, a private limited company with its registered office and its principal place of business at Oostmaaslaan 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**:

* Staffing wished to make use of Supplier’s Professionals from time to time to perform work for Staffing's Client;
* the Supplier is prepared to deploy the necessary knowledge and experience in the areas desired by Staffing for Staffing's Client;
* 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:

|  |  |
| --- | --- |
| **Agreement** | this Agreement including the preamble and Schedule or Schedules and any additions thereto; |
| **Checked ID** | the online service that checks and confirms the Professional's identity by means of an app; |
| **Client** | Nouryon Chemicals B.V. and/or a business affiliated to it; |
| **Contract**  | the contract to perform work for a Client; |
| **Contract Documentation** | the Agreement, the Contract Confirmation, Nouryon Code of Conduct, the Non-Disclosure Agreement and the Invoice Requirements, which can be viewed and downloaded via the Client's hiring desk at www.hiringdesk.nouryon.com; |
| **Contract Confirmation** | 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 **Schedule 1**; |
| **Contract Value** | the maximum budget available for the Contract Confirmation in question. The Contract Value is a sum of the fee paid for every hour worked plus other declared expenses payments; |
| **Data Processing Agreement** | the data processing agreement appended to Agreement as **Schedule 2**, including the preamble and any annexes, as well as any changes, replacements or updates thereto or other versions thereof; |
| **Invoice Requirements** | the invoice requirements applicable to a specific Client, which the Supplier can inspect in the VMS; |
| **IP Rights** | all intellectual property rights and related rights such as copyrights, design rights, trade mark rights, patent rights and database rights; |
| **MSP Payment** | the payment due by the Supplier to Staffing for each hour actually worked by the Professional, which is confirmed in the Contract Confirmation;  |
| **Non-Disclosure Agreement** | the non-disclosure agreement that can be viewed and downloaded via the Client's hiring desk at www.hiringdesk.nouryon.com; |
| **Professional** | means (i) an employee of the Supplier under an employment contract or (ii) an independent professional ("*ZZP-er"*) who will provide services for the Client on the basis of a Contract Confirmation via Staffing; |
| **Schedule** | an appendix to this Agreement, which forms part of it;  |
| **VMS** | the online platform available via www.hiringdesk.nouryon.com on which the Supplier may create an account and log on and access the content and functionality available on 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 conditions of this Agreement apply to every Contract Confirmation concluded between the Supplier and Staffing for the provision of services to the Client during the term of this Agreement. Once there is a Contract, the Supplier will pass all the obligations arising from the Contract Documentation to the Professional.

2.2 General delivery conditions or other (general or other) conditions of the Supplier do not apply to the Agreement or any Contract Confirmation arising from it and are expressly rejected by Staffing.

2.3 The following documents form part of this Agreement. If and to the extent these documents conflict with one another, the following order will apply - unless expressly provided otherwise - whereby the higher ranking document prevails over the lower ranking document(s):

* 1. Contract Confirmation
	2. The content 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 Confirmation yet to be agreed with Staffing and subject to the conditions in the Contract Documentation.

3.2 A Contract Confirmation 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 Confirmation.

**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 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.

4.3 The Supplier will ensure that any Professional it makes available to Staffing:

1. always shows proof of identity to the Client’ responsible officer for verification purposes before starting the work for the Client and carries that proof of identity on the Client's premises;
2. makes sure that the Professional cooperates with Staffing confirming his identity via Checked ID;
3. 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 this certificate will be borne by the Supplier;
4. 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.

**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 Confirmation.

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.

5.3 If the Contract Confirmation contains an obligation to obtain a certain result, the Client is entitled to inspect the work done by the Professional and check whether this corresponds to what is agreed in the Contract Confirmation. If the result that is delivered does not correspond to what is agreed in the Contract Confirmation, both the Client and, by extension, Staffing will be entitled, at their respective discretions, (i) to claim back whatever has been paid to the Supplier or else demand a credit note if payment has not yet been made or (ii) to have the work performed by a third party at the Supplier's expense. The Supplier must lend its cooperation to this. The Supplier will then also be obliged to pay the (additional or other) costs that arise for Staffing.

5.4 As a supplement to clause 5.3 of this Agreement, if the work is not performed or not performed in time of in full, and there is an obligation to obtain a certain result, the Supplier will be in default without the need for any further notice. In such cases, Staffing is authorised to terminate the Agreement and/or the Contract Confirmation resulting from it with immediate

effect, in accordance with the provisions in this Agreement, by means of a written notice to the Supplier.

5.5 If the Client opts to retain the result provided by the professional, even though it does not meet the requirements as agreed to in the Contract Confirmation, the Parties will consult to make arrangements on any payment for the services, proportional to what the Supplier has provided. The Client's opinion in relation to the part that is deemed not to conform is decisive in such cases.

5.6 The Supplier indemnifies Staffing in respect of all costs, losses, damages and expenses of Staffing and/or the Client that are the direct result of the failure by the Supplier and/or the Professional to deliver the result as agreed upon in the Contract Confirmation.

**6 Quality and warranty**

6.1 The Supplier warrants that:

1. 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");
2. if ZZP-ers (independent professionals) are offered, the Supplier will always contract those ZZP-ers on the basis of a model agreement approved by the Dutch Tax & Customs Authority;
3. the services to be performed by it or on its behalf will be performed competently;
4. the result of the services to be provided by it or on its behalf will meet the agreed requirements;
5. for the duration of the Agreement and every Contract Confirmation, the Professional or Professionals will meet and continue to meet the agreed qualifications in terms of education, expertise and experience;
6. it will, for the duration of the Contract Confirmation keep the knowledge and capacity available that is necessary to adequately perform the agreed work; and
7. if the Professional who is deployed is classed as a foreign national within the meaning of the Aliens Act 2000, that Professional will hold the requisite permits to work for the Client for the term of the Contract Confirmation.

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 Confirmation.

6.3 The Supplier indemnifies Staffing in respect of all claims by Professionals regarding any damage suffered by them during the performance of the agreed work.

6.4 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 Confirmation 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 If the Professional is ill and it may be assumed that the illness will last more than 2 weeks, and if the Professional is absent due to other circumstances the cause if which is not attributable to Staffing or the Client, Staffing will be entitled to terminate the Contract Confirmation with immediate effect, in writing. The Supplier will also endeavour uponStaffing's first request to replace the Professional in the shortest possible period.

7.2 If the Professional terminates his contract with the Supplier during the term of the Contract Confirmation, the Supplier will report this to Staffing immediately and the Supplier will be obliged to put in place a suitable replacement as soon as possible.

7.3 If the Client considers the replacement is not performing the work properly, Staffing will be entitled to terminate the Contract Confirmation 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 Confirmation 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 (including Staffing's MSP Payment). The rates are always in euros and exclusive of any turnover tax owed.

8.3 The Supplier must make an MSP Payment to Staffing for contract management and invoicing and, as far as relevant, for sourcing activities undertaken by Staffing for the Supplier and the Client.

**9 Invoicing and payment**

9.1 The Professional will record the hours worked in the Client's time recording system via the VMS. 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.

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

9.3 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.

9.4 Staffing will pay invoices that meet the conditions set out in this clause, with due observance of the provisions in clause 9.3 of this Agreement, in principle 4 (four) days after Staffing has received the Client's fee, but not earlier than 30 (thirty) days after receipt of 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.

9.5 Staffing is entitled to suspend payment of an invoice if

1. the Supplier has not returned the Contract Confirmation concerned, signed as approved;
2. the Services provided and/or the invoice do not meet the requirements stated in the Contract Documentation; or
3. 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.

9.6 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.

9.7 Hours worked must be entered into the VMS in a manner as described in the Invoice Requirements within 3 months after performance of the work, at risk of forfeiting the right to do so.

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

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

9.10 Staffing will charge the Supplier monthly for the MSP payment due to it. The payment deadline for invoices in the context of the MSP Payment is equal to the deadline for the Supplier's invoice under the Contract Confirmation in effect at the time. Payment of the MSP Payment due by the Supplier to Staffing will be by way of offset. Staffing will offset the MSP Payment due by the Supplier against the payment due by Staffing to the Supplier under the Contract Confirmation.

**10 Intellectual Property Rights**

10.1 All IP Rights to the results of the services provided or to material developed by the Professional that are created or will be created at any time or anywhere in the performance of a Contract Confirmation belong to the Client. In addition, all rights, titles and/or interests in relation to all inventions, improvements, machines, devices, designs, documents, processes, products, software, treatments, formulae, mixtures and/or compounds, whether qualifying for a patent or not, as well as all patent rights, patent applications and associated copyrights (***the Inventions***) made, conceived or developed by the Professional in connection with the performance of the Contract Confirmation, belong to the Client.

10.2 The Supplier warrants that it and/or the deployed Professional will transfer (i) the IP Rights to the results of the services provided or to material developed to the Client and (ii) all rights, title and interests in relation to the Inventions to the Client. To the extent necessary, the Supplier hereby transfers the rights referred to at (i) and (ii) above to the Client on the basis of the Contract Confirmation, which transfer is already accepted by Staffing on behalf of the Client. So far as any further deed may be required for the transfer specified in this clause, the Supplier and/or the Professional will cooperate fully in this when first asked to do so by Staffing or the Client.

10.3 The Supplier and/or the professional will always lend every cooperation, when first asked to do so by Staffing or the Client, in acquiring patent rights to the Inventions in all countries, with the objective of having any patent applications awarded to the Client within one year after completion of the Invention or Inventions.

10.4 If the results of the services provided to the Client are achieved fully or partially with the use of already existing IP rights that do not belong to the Client, the Supplier must grant an irrevocable and indefinite user right, free of charge, to the Client so that the Client may use the results of the services that have been provided.

10.5 The obligations of 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 Confirmation.

10.6 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.

**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 The Supplier will receive a payment if the Client wishes to take over the Professional at a point when fewer than 1600 hours have been worked. This payment is worked out as follows: the

number of agreed billable hours up to a maximum of 1600 hours less the number of hours actually invoiced, multiplied by 10% of the hourly rate.

**12 DURATION AND TERMINATION OF CONTRACT CONFIRMATION**

12.1 Every Contract Confirmation takes effect on the effective date recorded in the Contract Confirmation and is concluded for a definite period, all this without prejudice to the option of early termination.

12.2 The Contract Confirmation ends by operation of law on the end date stated in the Contract Confirmation or on such earlier date as the Contract Value is reached, without any further action by either of the Parties being required.

12.3 Staffing may at any time extend a Contract Confirmation on the same conditions.

12.4 Both Parties are entitled to terminate a Contract Confirmation early without stating reasons by giving written notice to the other Party with due observance of a notice period of 30 calendar days for both the Supplier and Staffing, provided that the Contract Confirmation does not end any earlier than the end date following from the notice of termination sent by the Client to Staffing.

12.5 Staffing is further authorised to fully or partly terminate the Contract Confirmation by means of a written notice with immediate effect and without judicial intervention if:

1. the Supplier and/or Professional acts contrary to the Contract Documentation even after there has been notice of default with a reasonable term to remedy that default;
2. the Professional breaches any obligation in the Non-Disclosure Agreement;
3. the Supplier attempts or has attempted to influence the conclusion of a Contract Confirmation by offering or providing, or allowing to be offered or provided, a personal benefit to one or more employees of Staffing or the Client or to any other person who has some relationship with Staffing or the Client and who was involved in the conclusion of the Contract Confirmation;
4. the Client terminates the contract Confirmation concluded with Staffing for the deployment of a Professional or terminates the framework agreement concluded with Staffing; or
5. the Supplier breaches the guarantees in clause 6.1 of this Master Agreement.

12.6 The Supplier warrants that upon termination of the Contract Confirmation 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 MASTER 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:

1. 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;
2. the other Party is declared bankrupt/insolvent, or an application for bankruptcy/insolvency is filed against the other Party;
3. the business of the other Party ceases operating or is liquidated;
4. the other Party has applied for or has been granted a (provisional or other) moratorium on payments;
5. 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
6. 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:

1. 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
2. the collaboration between Staffing and the Client comes to an end.

13.4 Upon termination of the Agreement, the ongoing Contract Confirmation 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 rights), 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 1,000,000 (one million euros) per event, whereby a consecutive series of events is regarded as one event, and to an amount of EUR 2,000,000 (two million euros) per year unless a different limitation of liability ensues from the Contract Confirmation.

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) of this Agreement.

14.3 In all cases in which the Client makes items available to the Professional, the Supplier is liable for all damage caused to them, including damage caused by fire and theft.

14.4 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 withdrawal n of a NEN 4400-1 certificate or any intention to do so within 5 (five) working days after the withdrawal 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 adequately insured its liability under this Agreement and undertakes to keep its liability adequately insured for the duration of this Agreement. The Supplier'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 a maximum of EUR 2,000,000 (two million euros) per year. The Supplier will allow Staffing, upon request, to inspect the policy conditions of the liability insurance policies aforementioned and if desired 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.

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 acknowledges that the content of the relationship as well as the data and information, including data concerning the Client, that it is aware of or that it becomes aware of in the context of the Agreement and/or a Contract Confirmation are strictly confidential in nature. The Supplier will not disclose the substance of this relationship or the content of this data and information to third parties without Staffing’s prior written permission.

19.2 Furthermore, the Parties will observe strict confidentiality concerning information which the disclosing Party explicitly states is confidential, in which case the receiving Party will treat the disclosed information as strictly confidential and will not disclose it publicly.

19.3 The confidentiality obligations stated in paragraphs 1 and 2 of this clause 19 do not apply if and to the extent:

(i) the information was already known to the receiving Party, unless this information was disclosed in confidence;

(ii) the information was legitimately gathered by the receiving Party independently of the disclosing Party;

(iii) the information had already been released in the public domain by the disclosing Party; or

(iv) disclosure is required by law or regulation, the rules of a regulator or the stock exchange, an order from a judicial, administrative or regulatory authority, in which case the disclosing Party will inform the other Party prior to the disclosure, and if this is not possible, the disclosure will at least take place in a manner that is least harmful to the other Party.

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 Neither of the Parties is obliged to comply with any obligation under the Contract Documentation if it is prevented from doing so as a result of force majeure. Force majeure, in this Agreement, means: war (declared or not declared), a national emergency, inability to secure the required transportation, materials, inventories, fuel or power supply, fire, inundation, storm or another Act of God, strikes, lockouts or other labour disputes, or an order or act by a government, whether foreign, national or local and whether valid or invalid.

20.2 The Supplier will continue to perform the work to the best of its ability in a force majeure situation. If there is an obligation to obtain a result and the Supplier is unable to deliver in line with the agreed timetable, the Parties will consult and agree to a revised timetable, taking account of the delays caused by the force majeure situation.

20.3 The Supplier hereby agrees that it will not call for any adjustment to its rate in the event of force majeure. If the force majeure situation lasts for more than 10 days,, or can reasonably be expected to last for more than 10 days, Staffing will be entitled to terminate the Agreement immediately without being due any compensation to the Supplier.

**21 NON-BILLABLE DAYS**

21.1 The Professional cannot work on days when the Client's Local offices are closed. These days are counted as non-billable days and the Supplier will not be paid for any hours the Professional may work on those days.

**22 FINAL PROVISIONS**

22.1 This Agreement and any Contract Confirmation 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 Confirmation 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 Confirmation 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.

22.4 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2022

|  |  |  |
| --- | --- | --- |
| Staffing Management Services B.V.:  |  | <Legal form> <company name> |
| <name of authorised signatory> |  | <name of authorised signatory> |
| <position> |  | <position> |

**Schedule 1 – Model Contract Confirmation**

**Contract confirmation**
Date:

**End Customer**

|  |  |
| --- | --- |
| Name of End Customer  | Nouryon Specialty Chemicals BV |
| Chamber of Commerce No | 81195664 |
| Department |  |
| Site (work site)  |  |

**Contract details**

Candidate
Contract No
Position
Job title
Assignment start date
Assignment end date
Rate (standard)
Rate comments
Comments

**Client (Brokerage)**

Broker trade name Staffing MS Broker BV
Chamber of Commerce No. 59453419
Office address Oostmaaslaan 71
 3063 AN Rotterdam
Postal address Postbus 4191
 3006 AD Rotterdam

**Supplier (Brokerage)**

Company name
Chamber of Commerce No
Address

Authorised signatory
Email address

**Applicable conditions (also see hiring desk portal Client (brokerage))**

General Hiring Conditions Nouryon Specialty Chemicals BV

Hiring desk fee If applicable, you can find this on the Staffing MS website at the following link: http://www.staffingsupport.nl/contact/

Additional to the provisions in the (model) Agreement:
The independent MSP is responsible for coordinating or performing (some or all of) the following processes on behalf of Nouryon Specialty Chemicals BV:

- Recruitment;
- Pre-selection;
- Contract management as regards individual agreements and/or framework agreements;
- Screening;
- Supplier management;
- File formation;
- Offsetting costs and central invoicing as regards the flexible layer.

**Invoice details**

Invoicing The Client works with the 'reversed-billing' process. This means that your invoice is prepared for your company. It is important for this that the following e-invoice details should be known.

Supplier's invoice details If your e-invoice details are incomplete, the hiring desk cannot prepare your e-invoice. This creates an unnecessary delay in the payment process. The organisation manager can complete or amend the e-invoice details on the supplier's card; under 'my settings' ['mijn instellingen'], choose My Supplier details [Mijn leveranciergegevens]. The compulsory fields are shown with a blue line.

Supplier file NB: in addition to e-invoicing details, your file documents (Chamber of Commerce and WKA) have to be updated for you as a supplier. You can change these as
organisation manager on the supplier's card under 'my settings'.

**Contact**If you have any questions, please contact the hiring desk via email nouryon@staffingms.com or by telephone on 088 - 0182650

**Signature**This document is generated automatically and is not therefore signed but rather agreed online.

**Disclaimer**No rights may be derived from this contract confirmation. This is merely an indication of the anticipated hours and does not create an obligation to purchase.

*Version: 2020/3 - op - tk*

**Schedule 2 - Data Processing Agreement**

**DATA PROCESSING AGREEMENT**

The undersigned

**Staffing Management Services B.V**., a private limited company with its registered office and principal place of business at Oostmaaslaan 71 (2063 AN), Rotterdam, duly represented by …… (hereinafter: **Staffing**)

and

**<<<jdigidoc.jjob\_\_r.jsupplier\_\_r.name>>>**, with its registered office and principal place of business at <<<jdigidoc.jjob\_\_r.jsupplier\_\_r.visitstreetname\_\_c>>> <<<jdigidoc.jjob\_\_r.jsupplier\_\_r.visithousenr\_\_c>>><<<jdigidoc.jjob\_\_r.jsupplier\_\_r.visithousenraddition\_\_c>>>, <<<jdigidoc.jjob\_\_r.jsupplier\_\_r.visitzip\_\_c>>> <<<jdigidoc.jjob\_\_r.jsupplier\_\_r.visitcity\_\_c>>>, registered with the Chamber of Commerce under number <<<jdigidoc.jjob\_\_r.jsupplier\_\_r.chambercommercenr\_\_c>>>, (hereinafter: **the Supplier**);

**WHEREAS:**

> Staffing and the Supplier have concluded a Supplier Agreement for Services to Nouryon on the basis of which the Supplier can provide Professionals (experts) to be deployed to Staffing’s client (the Agreement).
> the Supplier has access to the VMS, the platform used by Staffing on which the Supplier creates profiles of one or more of its Professionals. The way in which personal data are processed in VMS is described in the Privacy Statement that is published on Staffing’s website (**the Privacy Statement**).
> the Supplier has a (contractual) relationship with the Professionals. When a Professional is deployed to a client of Staffing, payment by the Client to the Supplier is made through Staffing. In principle, Staffing has no direct contact with Professionals. No agreement will be concluded between Staffing and Professionals.
> the Supplier discloses personal data of the Professionals to Staffing via VMS and/or in another manner agreed by the Parties. Staffing may process this personal data for its own purposes.
> Staffing and the Supplier each process data independently and for their own purposes and each has its own responsibility. Staffing and the Supplier each qualify individually as data controllers within the meaning of the Applicable Law.
> As data controllers, the Parties wish to lay down their arrangements concerning the processing of personal data in this Data Processing Agreement in the context of their performance of the Agreement. This Data Processing Agreement is a Schedule to the Agreement (Schedule 2).

**HEREBY AGREE AS FOLLOWS:**

**1. DEFINITIONS**

* 1. This Data Processing Agreement uses the same definitions used in the Agreement and the Applicable Law, supplemented by the definitions in this Clause 1 (Definitions).
	**Schedule:** An Appendix to this Data Processing Agreement, of which it is part.
	**Data Breach:** A security breach leading to (possibly) unintentional or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data that has been sent,

stored or otherwise processed.

**Applicable Law:** The applicable law or regulations, including in any case EU Regulation 2016/679 (General Data Protection Regulation (GDPR)), a number of guidelines, policy rules, instructions or recommendations of any public authority that apply to the processing of personal data, including any amendments, replacements, updates or other later versions thereof.
**Consent:**Consent for the processing of personal data as meant in Article 6(1)(a) of the GDPR, under the conditions set out in Article 7 of the GDPR, as well as consent for processing special personal data as meant in Article 9(2)(a) of the GDPR.

 **2. APPLICABILITY AND OBJECT OF THIS DATA PROCESSING AGREEMENT**

2.1. This Data Processing Agreement contains the arrangements between the Parties concerning the processing of personal data of Professionals and other persons involved in the use of VMS and the performance of the Agreement.
2.2. Each of the parties is deemed to be a data controller for processing by them or on their behalf of personal data that are processed in the context of the performance of the Agreement. This means that each of the Parties is independently responsible for the processing of personal data for which it determines (in part) the purposes and the means.
2.3. The Supplier will impose the obligations laid down in this Data Processing Agreement, including the security and confidentiality obligations, on the employees, subcontractors or other persons under its management and supervision and ensure that these employees, subcontractors or other persons under its management and supervision comply with these obligations.

**3. ASSISTANCE IN COMPLYING WITH OBLIGATIONS UNDER THE APPLICABLE LAW**

3.1. With due regard to the nature of the data processing and the information the Parties have at their disposal, the Parties will, if necessary, assist one another in performing their own obligations arising from the Applicable Law.
3.2. The Parties will assist one another in performing the obligations incumbent on them in relation to the security of personal data, the obligation to report Data Breaches, the performance of data protection impact assessments, advance consultation of relevant public authorities, and the principles of data protection by design (privacy by design) and data protection by default settings (privacy by default).
3.3. On Staffing’s behalf, the Supplier informs Professionals and any other persons involved in the processing of their personal data by Staffing before the data are disclosed to Staffing. The information issued by the Supplier complies with the Applicable Law, and comprises in any case the information included in the most recent version of the Privacy Statement and which pertains to the processing of personal data of Professionals.
3.4. On Staffing’s behalf, the Supplier asks the Professional for his/her Consent to Staffing’s processing of his/her personal data. The Supplier will only register the Professional if it has received a fully and correctly completed consent form prior to this registration. The Supplier guarantees that it only discloses personal data of Professionals to Staffing if and to the extent that it has obtained the Consent of the Professionals.
3.5. The Supplier records when and in what manner it has informed the Professional and has obtained Consent as referred to in Clauses 3.3 and 3.4. On Staffing’s first request, the Supplier discloses proof of compliance with Clauses 3.3 and 3.4 to Staffing. The Supplier

allows Staffing to verify compliance with Clauses 3.3 and 3.4.
3.6. If the Consent of a Professional is lacking, Staffing reserves the right not to include that

Professional in VMS and/or to remove the him/her from VMS, and not or no longer to propose him/her to another client or otherwise to act as an intermediary, without being obliged to pay any form of compensation.

**4. SECURITY**

4.1. Without prejudice to any other obligations regarding the processing of the personal data, the Parties will take appropriate technical and organisational (security) measures to protect the personal data against loss or any form of unlawful processing, in accordance with the Applicable Laws.
4.2. The Supplier will notify Staffing immediately if it believes that the security measures taken by Staffing need to be tightened in order to comply with the Applicable Laws.

**5. REPORTING DATA BREACHES**

5.1. The Parties will maintain adequate procedures aimed at doing everything reasonably possible to prevent Data Breaches or to keep these to a minimum.
5.2. As soon as the Supplier detects a Data Breach or reasonably suspects that a Data Breach has occurred, the Supplier will notify Staffing as soon as possible, but in any case within 24 hours of detecting a Data Breach or a suspicion thereof, and provide all information that may be required within reason, as well as render assistance, so as to enable Staffing, where applicable, to inform the (potentially) affected data subject or subjects and/or the relevant public authorities, authorised to assess the processing of personal data, of the Data Breach in good time and to demonstrate compliance with the notification requirements concerning Data Breaches under the Applicable Laws.

**6. REQUESTS FROM DATA SUBJECTS**

6.1. The Parties will practise full mutual cooperation, so that each of them will be able to fulfil its statutory obligations if a data subject, including at least the Professional, should exercise his or her rights under the Applicable Laws towards a Party. These rights include but are not limited to the right to data access, rectification and erasure of the personal data, and the right to restriction of processing.

**7. REQUESTS FROM SUPERVISORY AUTHORITIES**

7.1. If a Party is requested by a supervisory authority, including in any case the Dutch Data Protection Authority (Autoriteit Persoonsgegevens), to provide (access to) the personal data, this Party will immediately notify the other Party before providing (access to) the personal data, whereupon the Parties will hold consultations.

**8. INDEMNIFICATION**

8.1. The Supplier indemnifies Staffing against all claims of third parties, including Professionals, that may be instituted against Staffing due to a breach of the Applicable Law imputable to the Supplier or to the employees, subcontractors or other auxiliary persons it has enlisted and non-compliance with this Data Processing Agreement.

**9. OTHER PROVISIONS**

9.1. This Data Processing Agreement is part of the Agreement and replaces any and all earlier verbal and written arrangements between the Parties with regard to the processing of personal data for the purpose of the performance of the Agreement, insofar as these arrangements apply to the processing of personal data whereby the Parties can individually be regarded as controllers.
9.2. If there should be any conflict between the provisions of this Data Processing Agreement and the body of the Agreement, the provisions of this Data Processing Agreement will prevail, unless this Data Processing Agreement expressly provides otherwise.
9.3. This Data Processing Agreement will be in force for as long as the Agreement is in force. Upon termination of the Agreement, this Data Processing Agreement will end by operation of law, without any further (legal) act being required.
9.4. Any obligations under this Data Processing Agreement which, in view of their nature, are intended to last beyond the termination of this Data Processing Agreement, will continue to exist after the termination of this Data Processing Agreement.

Agreed and signed in duplicate:

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| --- | --- |
| **Staffing Management Services B.V.** | **<<<jdigidoc.jjob\_\_r.jsupplier\_\_r.name>>>** |
| Name:  | Name: <<<jdigidoc.jjob\_\_r.jsupplier\_\_r.contract\_contact\_name\_\_c>>> |
| Position: Directeur | Position: <<<jdigidoc.jjob\_\_r.jsupplier\_\_r.contract\_contact\_function\_\_c>>> |
| Place: Rotterdam | Place: <<<jdigidoc.jjob\_\_r.jsupplier\_\_r.visitcity\_\_c>>> |
| Date: <<<jdigidoc.createddate>>> | Date: <<<jdigidoc.completion\_date\_\_c>>> |