

CLIENT-SPECIFIC CONDITIONS ATOS FOR INDEPENDENT PROFESSIONAL

1. GENERAL

1. These client-specific conditions (**CSC**) apply to any engagement of an Independent Professional at Atos Nederland B.V. and/or its affiliated companies (**Atos**) or at a customer of Atos (the **Atos Customer**).
These CSC form an integral part of the independent professional agreement concluded with an intermediary (the **Agreement Concluded with an Intermediary**) and the subagreement (the **Subagreement**) that is entered into between Source MSP (**Source**) and the independent professional (the **Contractor**) in the context of an assignment at Atos or via Atos at an Atos Customer.
2. In the case of a conflict between the provisions in the documents referred to below, the provisions of the first-mentioned documents prevail above the documents mentioned later: (i) the Subagreement (ii) the CSC and (iii) the Agreement Concluded with an Intermediary.
3. By signing the Subagreement, the Contractor declares that the conditions and guidelines applicable at Atos and/or the Atos Customer are applicable, that he/she has received, read and understood them and that he/she will comply with them or observe them. Insofar as the CSC does not deviate from or does not mention the conditions and guidelines below, the provisions in the following conditions and guidelines are of additional application
 - Invoice procedure;
 - Instructions for 'Hours-Only' subcontractors;
 - the 'Individual Non-disclosure agreement' of Atos;
 - Atos Health, Safety and Environment Policy;
 - Atos Security Policy ('security at Atos (customers)');
 - Atos Code of Conduct;
 - Statement of the Professional's Identity; and
 - Atos Customer Conditions, if and insofar as the Contractor is deployed at an Atos Customer that applies additional conditions.

The aforementioned documents can at all times be inspected and downloaded via the (online) 'hiring portal' occasionally used by Atos.
4. Prior to each Subagreement, and in the interim period within 30 days after each underlying request by Atos during the term of the Subagreement, Source is obliged to provide the following details of the Contractor to Atos: name, address, place of residence, date of birth, nationality, citizen service number, VAT number, number and period of validity of the proof of identity (not being a driving licence) (the **Details**). By signing the Subagreement, the Contractor grants his/her permission to Source to provide the Details to Atos and, if applicable, the Atos Customer. The Contractor is free to not or no longer grant

this permission or to withdraw it at any time, in which case the Subagreement will not be concluded or Source is entitled to terminate the Subagreement with immediate effect without being obliged to pay any kind of compensation for damages and without notice of default or judicial intervention being required.

5. Before commencing the services, the Contractor will show his/her proof of identity to the officer responsible at Atos or the Atos Customer. The Contractor is also obliged to correctly and completely fill in and sign the Statement of the Professional's Identity and provide it to Source before commencement of the Work Assignment.

2. GENERAL OBLIGATIONS OF THE CONTRACTOR

1. The Contractor is obliged to observe the statutory safety, health and other rules, as well as the company rules and regulations in the area of safety and health at Atos and/or Atos Customers (including the rules referred to in Article 1, paragraph 3 of the CSC). The Contractor will also comply with all security requirements and other system requirements of Atos and/or the Atos Customer regarding access to or attempts to gain access to the computer systems of Atos and/or the Atos Customer.
2. If such is required for the proper performance of the services, the Professional will provide the services at a location to be determined by Atos or the Atos Customer.
3. The Contractor will reasonably coordinate absences with Atos and/or the Atos Customer, where in the case of absences for a period shorter than 1 week, the coordination must take place 1 week in advance, if possible.

3. TERMINATION

1. Each Subagreement ends by operation of law after expiry of the agreed period as laid down in the Subagreement, unless Source informs the Contractor in writing no later than one week before the end of the Subagreement that it wants to extend the Subagreement, in which case the Subagreement will be extended under the same conditions, on the understanding that the term of the extension can deviate from the original term.
2. In derogation of the terms as laid down in Article 5 of the Agreement Concluded via an Intermediary, the Parties are at all times authorised to terminate the Subagreement early in writing, without stating reasons, with due observance of a notice period of 4 weeks for Source and 5 weeks for the Contractor, or so much longer for the Contractor as agreed with the Atos Customer, in which case the notice period will be laid down in the Subagreement.
3. Source is furthermore at all times authorised to terminate the Work Assignment early in full or in part with immediate effect by means of a written notification to the Contractor, without prior notice of default or judicial intervention, and without being held to pay any kind of compensation for damages, if Atos and/or

the Atos Customer for any reason whatsoever no longer wishes to make use of the Contractor's services or if the budget reserved for that is gone or no longer available.

4 . MATERIALS

- 1 . All documents, know-how, data, software and/or other equipment and tools of Atos and/or the Atos Customer (the **Client Materials**) that are made available to the Contractor in the context of the performance of the assignment remain the property of Atos or the Atos Customer at all times. The Contractor will only use the Client Materials for the benefit of the performance of the assignment for Atos or the Atos Customer and will not share the Client Materials with third parties, unless there is a 'need to know' in the context of the performance of the assignment in question.
- 2 . On termination of the Subagreement, the Contractor will return the Client Materials and other business property of Atos and/or the Atos Customer to Atos or the Atos Customer immediately and at his/her own initiative (so without an underlying request made by Source and/or Atos or the Atos Customer), at his/her own expense. If the Contractor fails to comply with the obligation laid down in paragraph 2 or fails to comply with it in full, the Contractor is obliged to compensate all loss suffered by Source as a result (including all costs for replacing the Client Materials).
- 3 . The Contractor is at all times obliged to immediately return the Client Materials to Atos or the Atos Customer, should Source, Atos and/or the Atos Customer so demand.
- 4 . The Contractor is obliged to ensure proper insurance of the Client Materials against loss, damage and theft and will provide proof of proper insurance to Source immediately on Source's request.

5 . COSTS, RATES AND PAYMENT

- 1 . The rate agreed between the Parties, as laid down in the Subagreement, is fixed for the duration of the Subagreement and any extension of the Subagreement. Travel time and travel and accommodation expenses are not eligible for compensation.
- 2 . The Contractor is obliged to register his/her time accounting correctly and completely in Atos's time recording system each month (currently: ESS) and must ensure that his/her time accounting for the relevant calendar month is submitted to Atos for approval via the time recording system occasionally used by Atos no later than on the penultimate working day of the relevant calendar month.
- 3 . Each invoice of the Contractor must state at least the following items:
 - The invoice date;
 - The Contractor's VAT number;
 - Atos purchase order number (if applicable);

- A reference to the applicable Subagreement;
- The agreed amount, the applicable VAT rate and the VAT rate due; and
- The total invoiced amount.

Invoices that do not comply with the aforementioned requirements will not be handled.

4. The Contractor must submit invoices for services provided within 6 months after the month in which the relevant services were provided, but in any case no later than in the month of January of the directly following calendar year, failing which invoices will no longer be eligible for reimbursement and will be considered to have expired.
5. Atos's payment term to Source is sixty (60) days after receiving the invoice in question from Source. If the Contractor uses Source's basic services, payment will take place in accordance with the provisions in Article 7, paragraph 4 of the Agreement Concluded with an Intermediary and therefore four (4) days after Source has received the compensation from Atos, but not earlier than sixty (60) days. If the Contractor uses Source's premium services, payment will take place thirty (30) days after receiving the invoice from the Contractor. If the Contractor uses Source's premium services, this will be laid down in the Subagreement.
6. Only invoices of the Contractor that comply with the conditions set by Atos, as laid down in the Invoicing Procedure, are eligible for compensation.

6. LIABILITY

1. The provisions in Article 9.1.1 and 9.1.2 of the Agreement Concluded with an Intermediary do not apply. The Contractor is liable for all damage suffered by Source as a result of (i) a breach, default or negligence of the Contractor in respect of the performance of the Subagreement, (ii) insufficient expertise of the Contractor and (iii) any other infringement of the Subagreement.
2. Prior to commencement of the Subagreement, the Contractor is obliged to take out and maintain insurance during the term of the Subagreement (including any extensions) as well as during a period of 12 months after the end of the Subagreement for (i) business liability with a minimum cover of EUR 1,250,000 per claim and (ii) professional liability with a minimum cover of EUR 1,250,000 per claim. Immediately on Source's request, the Contractor will provide to Source a copy of the relevant insurance policies and/or proof of payment of the premiums due.
3. The Contractor will indemnify and compensate Source against any claim, damage and costs that Source suffers or has to incur ensuing from or as a result of:
 - (i) death or injury of a person as a result of an act, omission, negligence or infringement of a statutory duty by the Contractor; and

- (ii) damage to or loss of property of a person as a result of an act, omission, negligence or infringement of a statutory duty by the Contractor.

- 4. Except insofar as expressly stated otherwise, Source's maximum liability for all claims that fall under the Subagreement is limited to an amount of EUR 500,000 per event, where a series of events is considered to be one event, and up to a (total) amount of EUR 1,000,000 in each period of twelve (12) months from the date of the Subagreement.

7. CONFIDENTIALITY

- 1. In addition to the provisions in Article 10 of the Agreement Concluded with an Intermediary, in the case of infringement of the duties of confidentiality the Contractor is subject pursuant to (i) the Agreement Concluded with an Intermediary, (ii) the 'Individual Non-disclosure Agreement' and/or (iii) these CSC, the Contractor incurs an immediately payable penalty to Source of EUR 25,000 per event, without prejudice to Source's right to claim additional compensation.
- 2. Without Source's prior written permission, the Contractor will not disclose, make public or publish photos or make other public manifestations surrounding the provision of services to Atos and/or the Atos Customer.

8. INTELLECTUAL PROPERTY RIGHTS

- 1. All intellectual property rights that are created (to the results of the services provided) in the performance of the assignment (including software, documentation, details, instructions, report and results produced by the Contractor) accrue to Atos or the Atos Customer. Insofar as is necessary, the Contractor transfers the intellectual property rights pursuant to the Subagreement to Atos or the Atos Customer, which transfer is now accepted by Atos or the Atos Customer.
- 2. Insofar as the transfer as referred to in Article 8, paragraph 1, requires a further deed, the Contractor will grant his/her full cooperation to this immediately on the demand of Atos or the Atos Customer.
- 3. The Contractor indemnifies Source, Atos and the Atos Customer against all claims of third parties that ensue from any (alleged) infringement of the rights referred to in Article 8, paragraph 1 and will compensate all costs and damage that are the direct or indirect result of the (alleged) infringement, including costs of legal aid and the Contractor undertakes to take all measures, at his/her own expense, that contribute to (i) the prevention of stagnation at Atos or the Atos Customer (ii) limitation of the additional costs that Atos or the Atos Customer must incur in this context and/or (iii) limitation of the losses of Atos or the Atos Customer.

9. NON-COMPETE AND NON-RECRUITMENT CLAUSE

1. The Contractor is not allowed in any way, directly or indirectly, to recruit personnel amongst people employed (on the basis of an employment contract or otherwise) at, for or via Atos or the Atos Customer, or to provide information or assist in another way in the possible recruitment of persons employed at, for a via Atos or the Atos Customer, with whom the Contractor has been in contract regarding or during his/her provision of services pursuant to the Subagreement.
2. During the term of the Subagreement and during a period of 12 months after the end or termination of the Subagreement, the Contractor is also not allowed, without Source's prior permission, to conclude direct or indirect agreements with an Atos Customer for which the Contractor provided direct or indirect services during the Subagreement.

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