

General Terms & Conditions

This Mediation Agreement (hereinafter referred to as "the Agreement") is based on the model agreement assessed by the Dutch Tax Administration on March 1, 2022, under number 9092076897.

Considering that:

- A. The Client is engaged in intermediary services;
- B. The Client requires the engagement of a contractor who can independently perform the tasks described in Article 1 of this agreement;
- C. The Contractor is capable and willing to perform these tasks;
- D. The Parties wish to contract exclusively based on a contract for services as defined in Article 7:400 et seq. of the Dutch Civil Code (BW);
- E. The Parties explicitly do not intend to enter into an employment contract as defined in Article 7:610 et seq. and 7:690 et seq. BW;
- F. The Parties explicitly wish to avoid the applicability of the deemed employment relationship of intermediation;
- G. The Parties choose to exclude the deemed employment relationship of home workers or equivalents where applicable and to prepare and sign this agreement before any payment is made;
- H. The Parties wish to set out the conditions under which the Contractor will perform work for the Client in this agreement;
- I. The Contractor has provided the Client with the following documents upon entering into this

Agreement:

- a recent extract from the trade register of the Chamber of Commerce;
- a copy of the obtained VAT number;
- a copy of the insurance policy for adequate coverage of his/her legal and contractual liability (including professional and business liability).

Article 1. Services by Mediator to Freelancer, compensation, invoicing, and payment

The Freelancer commissions the Mediator to perform the following services:

- 1.1. Drafting and managing the contract between the Freelancer and the client, including assisting the Freelancer in establishing the agreements in that contract.
- 1.2. Drafting and sending invoices to the client on behalf of the Freelancer. The Freelancer ensures that the specification of the performed work is known to the Mediator within 14 days after the end of a calendar month. The Mediator drafts the invoice on behalf of the Freelancer and sends it to the client within 7 days after receiving the specification from the Freelancer.
- 1.3. As a service to the Freelancer, the Mediator handles the payment from the client to the Freelancer. The Mediator will pay the Freelancer once the payment from the client has been received. The Mediator solely fulfills a cashier's function regarding the payment. The Mediator is in

no way responsible for the payment from the client to the Freelancer. The debtor risk always lies with the Freelancer.

Article 2. The Assignment

The Contractor commits to performing the tasks described on the cover page for the duration of the agreement for, with, and/or on behalf of the Third Party contracted by the Client.

Article 3. Execution of the assignment

3.1. The Contractor accepts the assignment and thereby takes full responsibility for properly executing the agreed tasks. The Contractor organizes his/her work independently. However, coordination with the Client is necessary to the extent required for the execution of the assignment, especially in cases of collaboration with others, to ensure optimal progress. If necessary, for the tasks, the Contractor adheres to the working hours of the Client and/or the Third Party.

3.2. The Third Party, in consultation with the Client, provides the Contractor with all authority and information necessary for the proper execution of the assignment.

3.3. The Contractor independently performs the agreed tasks. He/she carries out the agreed tasks at his/her own discretion and without supervision or direction from the Client and/or the Third Party. However, the Client and/or the Third Party may give instructions regarding the assignment's outcome.

Article 4. Duration of the agreement

4.1. The assignment starts on the start date described on the cover page and lasts until the end date described on the cover page. Extensions must be made in writing.

4.2. The Client explicitly agrees that the Contractor may also perform work for other clients.

Article 5. Compliance and replacement

5.1. If the Contractor foresees that he/she cannot fulfill the obligations related to an accepted assignment, either timely or adequately, the Contractor must immediately inform the Client and the Third Party.

5.2. The Contractor is free to be replaced by a third party if necessary, for the tasks, provided the replacement is sufficiently qualified for the tasks, and the replacement is notified in advance to the Client and the Third Party.

Article 6. Termination of the agreement

6.1. An agreement between the Parties can be terminated in writing by either Party with a one-month notice period. The agreement ends by mutual consent between the Parties, possibly with immediate effect.

6.2. In addition to the possibilities mentioned in the agreement, the Parties have the right to terminate the Agreement immediately if:

6.2.1 The Contractor fails to meet his/her obligations due to disability or other reasons for more than five consecutive calendar days;

6.2.2 One of the Parties is in (provisional) suspension of payments or declared bankrupt;

6.2.3 One of the Parties loses the authority over its assets due to seizure, guardianship, or otherwise;

6.2.4 The Contractor fails to inform the Third Party and the Client of relevant changes timely or defaults on one or more obligations under the agreement;

6.2.5 The Third Party terminates the agreement with the Client related to the Contractor's deployment, for instance, due to budget cuts.

6.3 Each assignment agreement is entered into for the duration of the tasks but ends automatically on the end date specified in Article 4 of this agreement. Extensions of the agreement are only possible with a written agreement for the maximum duration mentioned in Article 4 of this agreement.

Article 7. Compensation, invoicing, and payment

7.1 The Contractor can only submit and invoice the hours deemed legitimate by the Third Party to the Client. The Client is not liable for compensation for hours not approved by the Third Party. Additional costs cannot be charged by the Contractor unless further written agreements have been made.

7.2 If tools from the Client and/or the Third Party are necessary for the execution of the assignment, the Client will charge the related costs to the Contractor.

7.3 The travel cost reimbursement is calculated based on the shortest route between the Contractor's address and the Third Party's work location via the online ANWB Route planner.

Article 8. Liability/damage

8.1. The Contractor is liable for all damages caused by him/herself or by engaged third parties to the Client or the Third Party during the execution of the tasks under this Agreement. The Contractor is also liable for all damages to the Client resulting from the Contractor's failure to fulfill his/her obligations under the agreement adequately.

8.2. The Client accepts no liability for, and the Contractor indemnifies the Client against, any claim or demand against the Client concerning illness, injury, and/or death of the third parties engaged by the Contractor or the Contractor him/herself, except in cases where the claim or demand results from the Client's actions.

8.3. The Contractor indemnifies the Client against all third-party claims related to and resulting from the Contractor's or the Contractor's replacement's execution of the tasks under this agreement.

8.4. The liability division between the Client and the Contractor must consider the principles of reasonableness and fairness and the usual liability limitations in the industry. This means that the Contractor's liability towards the Client under this agreement is limited to an amount of €500,000.00 per incident and €500,000.00 per year, provided these amounts can be adjusted to the amounts applicable in a specific industry, such as the maximum amounts applied by the Third Party in this context.

Article 9. Insurance

The Contractor ensures appropriate liability insurance (business and/or professional liability insurance) for the tasks performed or to be performed, with a minimum coverage of €500,000.00 per incident and €500,000.00 per year, and ensures that adequate coverage will be maintained by paying the premiums timely.

Article 10. Confidentiality and Intellectual Property

10.1. The Contractor will not disclose any confidential information about the Client, the Third Party, their activities, and relationships that he/she becomes aware of under this Agreement and/or the Assignment to third parties, unless and only to the extent that disclosure is necessary for the proper execution of the Assignment or if there is a legal obligation to disclose. The Contractor is required to sign a separate confidentiality agreement as part of the pre-employment screening.

10.2. The Third Party has the exclusive ownership right to what the Contractor produces in executing the Work Assignment. As far as the law stipulates that this ownership right belongs to the Contractor, the Contractor hereby transfers this right to the Third Party, and the Contractor also waives any possible right to compensation for it.

10.3. The Contractor waives and will not assert any claims concerning intellectual property rights and damages against the Client and the Third Party concerning the tasks performed by him/her under the Assignment.

10.4. The Contractor must return all tools and documents, including but not limited to equipment and software, data carriers, information, and/or copies thereof, and documents and/or copies thereof from the Client and/or the Third Party, to the Client and/or the Third Party within five working days after the end of the Assignment on his/her initiative and remove them from his/her computer systems after consultation with the Client and/or the Third Party and not retain them in any form.

Article 11. Avoiding intermediation fiction

11.1. The Client and the Contractor wish to avoid the applicability of the deemed employment relationship of intermediation. It is important that the Contractor performs the tasks in the exercise of a business or in the independent exercise of a profession. The Client may reasonably assume (evidence presumption) that this is the case if, in addition to this agreement: a. Records:

- the Contractor's registration with the Chamber of Commerce;
- the Contractor's VAT number; and b. Has made at least the following agreements:
- the Contractor's liability towards the Third Party;
- a non-compete and/or non-solicitation clause that does not unreasonably restrict the Contractor in acquiring or performing tasks for other clients;
- the risk of non-payment by the Third Party.

11.2. The presumption of evidence in the first paragraph of this article does not apply if the Contractor mainly works for the Client based on (consecutive) assignments of (collectively) longer duration than is usual given the nature of the tasks.

Article 12. Legal and forum choice

12.1. This agreement and everything related to it, are governed by Dutch law.

12.2. Disputes related to this agreement or related to or resulting from it will be submitted to the competent court in the Netherlands.

Article 13. Amendment of the agreement

Amendments to and supplements to this agreement are only valid if agreed upon in writing between the parties.