

Supplier Agreement FOR SERVICES TO NOURYON

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:

- 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 for Services, 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 for Services	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 for Services 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 for Services;
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 for Services 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 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 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 for Services 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. the Contract for Services;
 - 2. the Data Processing Agreement;
 - 3. 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 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 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:
- (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 this 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.

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.
- 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 for Services 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 for Services. If the result that is delivered does not correspond to what is agreed in the Contract for Services, 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 for Services 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 for Services, 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 for Services.

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) 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;
 - (iii) the services to be performed by it or on its behalf will be performed competently;
 - (iv) the result of the services to be provided by it or on its behalf will meet the agreed requirements;
 - (v) 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;
 - (vi) 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
 - (vii) 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 for Services.
- 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 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 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 If the Professional is ill and it may be assumed that the illness will last more than 4 weeks, and if the Professional is absent due to other circumstances the cause of which is not attributable to Staffing or the Client, Staffing will be entitled to terminate the Contract for Services with immediate effect, in writing. The Supplier will also endeavour upon Staffing'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 for Services, 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 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 (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 159.3 of this Agreement, in principle 4 (four) days after Staffing has received the Client's fee, but not earlier than 60 (sixty) 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
- (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.
- 9.6 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 for Services 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 for Services.

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 for Services 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 for Services, 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 for Services, 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 for Services.
- 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 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 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 for Services on the same conditions.
- 12.4 Both Parties are entitled to terminate a Contract for Services early without stating reasons by giving written notice to the other Party with due observance of a notice period of 5 (five) weeks for the Supplier and 10 calendar days for Staffing, provided that the Contract for Services 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 for Services by means of a written notice with immediate effect and without judicial intervention if:
- (i) 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;
 - (ii) the Professional breaches any obligation in the Non-Disclosure Agreement;
 - (iii) the Supplier attempts or has attempted to influence the conclusion of a Contract for Services 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 for Services;
 - (iv) 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
 - (v) the Supplier breaches the guarantees in clause 6.1 of this Master 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 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:
- (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 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 for Services.

- 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 for Services 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 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 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.
- 22.4 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 _____2020

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