

GENERAL PURCHASE TERMS AND CONDITIONS MAANDAG IT 2021

These are the General Purchase Terms and Conditions of MAANDAG IT B.V. The articles below relate to the relationship between MAANDAG IT as Principal, it's Provider and the Contractor. These General Purchase Terms apply to the Agreement.

Article 1. Definitions:

AIV:	These General Purchase Terms and Conditions.
Customer:	Organization that has an agreement with the Client in order to be able to temporarily dispose of the commitment of Assignment Implementer.
End Customer:	The organization where the Work is performed.
(End) Customer :	Customer and/or End Customer
Assignment	An organisation which has an agreement with the Principal in order to be able to have the temporary deployment of the Assignment Implementer available.
Implementer:	An employee, in salaried employment of the Provider, who will execute the work.
Agreement:	The agreement between the Provider and MAANDAG IT, in which basic arrangements are specified with regard to the work to be executed.
Parties:	MAANDAG IT B.V. and the Provider
Project:	The detailed description of the work and/or the result to be achieved at the (End) Customer . The project is stated in the Agreement.
Provider:	A legal entity, with whom MAANDAG IT B.V. concludes an Agreement, or with whom MAANDAG IT B.V. is considering concluding an Agreement. The Provider shall make available as a Contractor, or himself, or a third party, whereby in the latter case Provider acts as the supplier or intermediate party to whom an employee is seconded.
Timesheet:	Hourly time record sheet or registration of hours worked at the (End) Customer used for verification with the invoice.
MAANDAG IT:	The Client as a private company with limited liability.

Article 2. Applicability:

- 2.1. The AIV shall apply to all Agreements between Parties, whereby Provider makes an Assignment Implementer available.
- 2.2. Deviations from this AIV are only legally valid if they have been expressly agreed in writing between MAANDAG IT and Provider. Such derogations only apply to the case in question and no rights may be derived for other or future agreements between the Parties.
- 2.3. Any terms and conditions (of supply) of the Provider do not apply.
- 2.4. Articles 7:414 BW to 7:424 BW shall not apply to the legal relationship between the Parties.
- 2.5. In the event of conflict between the applicable documents, the following order of priority will apply:
 - a) The Agreement including appendices and addenda, whereby the appendices/addenda prevail over the Agreement;
 - b) The application;
 - c) The AIV.

Article 3. Realization of the Agreement:

- 3.1. An Agreement will come into effect at the time when it is signed by the Provider and returned to MAANDAG IT.
- 3.2. If MAANDAG IT has not received the signed Agreement within five (5) working days before the start of the Project, MAANDAG IT is entitled to cancel the Agreement without any compensation to the Provider.
- 3.3. In case the Provider has not returned a signed copy of the Agreement to MAANDAG IT, but nevertheless makes available an Assignment Implementer and MAANDAG IT agrees that the Assignment Implementer will commence the Project, the Agreement shall be considered to have been entered into under the conditions laid down in the Agreement and the AIV shall apply.

Article 4. Rate:

- 4.1. The hourly rate is expressed in Euro and excludes VAT. Travel and accommodation costs are included. The hourly rate shall be indicated in the Agreement.
- 4.2. The Provider will only be entitled to an adjusted rate for overtime, travel expenses, standby or any other contract-related fees if these are agreed upon by both Parties and the compensation details are specified.
- 4.3. Provider is not allowed to negotiate the rate directly with the (End) Customer.
- 4.4. Only hours actually worked by the Assignment Implementer are eligible for payment. For the hours that Assignment Implementer does not perform the work due to illness, leave or any other circumstances attributable to Provider or Contractor, MAANDAG IT does not owe any payment to the Provider.

Article 5. Payment of invoices:

- 5.1. Assignment Implementer ensures a correct Timesheet by Assignment Implementer in a manner desired by MAANDAG IT or (End) Customer. This is communicated up front. The Timesheet is final if it has been approved by a person authorized by the (End) Customer.
- 5.2. The Provider's invoice will only be processed if the approved Timesheet is attached to the invoice, unless otherwise agreed.
- 5.3. MAANDAG IT will only pay invoices from the Provider within the time frame laid down in the Agreement and insofar as the invoices meet the conditions which are clearly communicated via e-mail, the Agreement and the document 'Procedures MAANDAG IT'.
- 5.4. MAANDAG IT invoices per calendar month. The invoice must be sent by Provider by e-mail to MAANDAG IT (administratie@Maandag-it.nl) in a PDF-format, at the latest within two (2) weeks before the end of the calendar month in question. The date of receipt is leading.
- 5.5. The Provider/Assignment Implementer is responsible for correct interpretation, timely preparation and signature of the Timesheet by a qualified person at the (End)

Customer. No payment is owed on hours that are not properly approved by the Customer on the Timesheet.

Any disputes about the number of hours worked should be reported to MAANDAG IT without delay. MAANDAG IT has never been held to any remuneration other than the hourly rate agreed upon by the Parties, whether or not adjusted by the Provider under Article 4.2 of the AIV.

- 5.6. No payment is owed if MAANDAG IT has not yet been in possession of the signed Agreement by both Parties, or the necessary documents as stated in Article 6.1.

Article 6. Assignment Implementer and Contracting Officer obligations:

- 6.1. The following documents must be submitted in any event to MAANDAG IT prior to the commencement of the work:
 - a) Copy of a valid company liability insurance;
 - b) A certified copy of the Provider's registration with the Chamber of Commerce (not older than three months),
 - c) A copy of the G account agreement with the Tax and Customs Administration.
 - d) Copy VAT number statement;
 - e) Payroll Statement;
 - f) Completed identity statement form.
- 6.2. The Provider guarantees the agreed availability, quality, motivation and expertise of the Assignment Implementer.
- 6.3. The Provider is not allowed to have anyone other than the designated Assignment Implementer perform the work, except with the agreement of MAANDAG IT and (End) Customer.
- 6.4. Provider undertakes to instruct the Assignment Implementer to use the operating resources, provided in loan for use by the (End) Customer, with due care and in accordance with the rules, regulations and instructions applicable to the (End) Customer's business, as well as to immediately return this to the possession of the (End) Customer after the end of the Project.
- 6.5. If the Provider makes workers available, the Provider must comply with the Placement of Personnel by Intermediaries Act (Dutch WAADI) and must be registered in that capacity.
- 6.6. The Agreement Implementer is not allowed to withhold work/results (such as codes) from the (End) Customer in any way in the event a form of dispute occurs. In breach of this provision, the Provider will owe a financial penalty as included in the penalty clause in article 15 of this AIV.

Article 7. Continuity and Replacement:

- 7.1. If it is found that the performance of the Assignment Implementer involved is unsatisfactory, or as the case may be not in conformity with the expectations of the (End) Customer, MAANDAG IT has the right to ask the Provider for a replacement and to terminate the Agreement with immediate effect. The Provider shall have the opportunity to propose a suitable replacer at the same rate or lower. The (End) Customer must give its consent in writing to this replacement, in which case the current Agreement is terminated and a new Agreement is entered into by the Parties. If the (End) Customer withholds its consent to the proposed replacement Assignment Implementer, the Agreement under which the Assignment Implementer executes the Project for the benefit of the (End) Customer ends with immediate effect, without MAANDAG IT being required to pay any compensation to the Provider. Any induction costs of the replacement will be at the Provider's expense.
- 7.2. The Provider will contact MAANDAG IT if and as soon as it can be expected that a deployed Assignment Implementer will not be available on reasonable grounds for the execution of the work, whether or not temporarily.

Article 8. Implementation of the Work:

- 8.1. During the execution of the work the Provider as well as it's deployed Assignment Implementer will strictly comply with the rules of conduct and/or company rules applied by the (End) Customer, insofar as this is important or necessary for the execution of the work. Such rules of conduct and/or company rules will also apply if these have not been made known or have not been submitted in advance. If the Provider and/or the Assignment Implementer do not adhere to these rules, the Provider will owe a financial penalty to MAANDAG IT in accordance with article 15 of this AIV, whereby MAANDAG IT also reserves the right to claim compensation in full.
- 8.2. The Provider will ensure that the Work will be executed by the Assignment Implementer in a professional, competent manner, to the best of his/her knowledge and capabilities and that the knowledge and skills of the Assignment Implementer will meet the agreed (or in the absence thereof: the reasonable) technical knowledge set out in the application.
- 8.3. In case the Assignment Implementer and/or Provider falls short regarding the execution of the assignment, the Assignment Implementer and the Provider are obliged to report this directly to both MAANDAG IT and the (End) Customer, so that appropriate and adequate action can be taken.

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Article 9. Duration and termination:

- 9.1 The Agreement shall be entered into for a fixed period of time for the duration of the Project, or for the duration laid down in the Agreement. The intended end date of the Project is specified in the Agreement, as well as any notice period. If in the meantime the Project changes in any way, the duration of the Agreement may be shortened or extended.
- 9.2 The Agreement will terminate by operation of law, without the requirement of notice of termination, if and as soon as the Agreement between MAANDAG IT and the (End) Customer, on the basis of which the Agreement was concluded, ends for whatever reason.
- 9.3 MAANDAG IT shall have the right to terminate the Agreement prematurely in full or in part, if necessary with immediate effect, if:
- The Provider and/or the (End) Customer relies on force majeure and the force majeure period lasts fifteen (15) days or more;
 - The Provider and/or the (End) Customer is declared insolvent, applies for moratorium and/or appears to be insolvent otherwise;
 - The Provider and/or the (End) Customer offers an agreement to its creditors or ceases the business operations;
 - MAANDAG IT informs the Provider in writing that the Assignment Implementer is considered irreplaceable (see article 7.1);
 - The employment between the Provider and the Assignment Implementer is terminated for any reason during the term of the Agreement;
 - In spite of notice of default, the Provider and/or the (End) Customer remains in default for at least eight (8) days of the fulfilment of the agreed obligations which derive from the AIV and Agreement.
 - The actions and/or conduct of Assignment Implementer can be considered a lawful act, and/or according to MAANDAG IT and/or (End)Customer is in conflict with the standards of reasonableness and fairness, and/or is of such nature that it can no longer reasonably be required of MAANDAG IT/(End)Customer to continue the Agreement.
- 9.4 Termination by reliance of MAANDAG IT on the grounds as referred to in the subclauses above will not result in any liability for compensation on the part of MAANDAG IT towards the Provider.

Article 10. Non-solicitation clause

- 10.1. Subject to the prior written consent of MAANDAG IT, the Provider and its affiliated enterprises, the employees of the aforesaid parties and the Assignment Implementer and/or its affiliated (legal) persons, are not permitted to directly or indirectly provide services to and/or execute work for the (End) Customer and the enterprises affiliated with the (End) Customer during the term of the Agreement and within twelve (12) months after the termination.
- 10.2. If the Provider and/or Assignment Implementer act in conflict with this article, the Provider will owe a financial penalty as included in the penalty clause in article 15 of this AIV, without prejudice to the right of MAANDAG IT to claim compensation in full.

Article 11. Confidentiality

- 11.1 Parties undertake to maintain strict confidentiality towards third parties, of all that which comes to their knowledge during the term of and in the context of the Agreement, with regard to the other Party, (End) Customers, business contacts of the (End) Customer and Assignment Implementer(s), regarding which they know or reasonably could have suspected that disclosure is or can be harmful for one of the Parties involved and/ or is in conflict with privacy legislation. The Party receiving this confidential data, will only use this data for the objective for which the data was provided, and will impose the same confidentiality on the employees or engaged third parties who (can) acquire knowledge of this personal data and/or data of business contacts during the execution of their work.
- 11.2 Provider will obligate the Assignment Implementer to maintain confidentiality with regard to all that which will become known to this person or which this person becomes aware during the execution of the work, and will ensure that upon request of MAANDAG IT and/or (End)Customer, a Non-Disclosure Agreement drawn up by the (End) Customer will be signed by the Agreement Implementer.
- 11.3 The confidentiality under the subclause above of this article does not apply to data that is in the public domain or information that can be requested upon the request from the competent authorities.
- 11.4 The provisions of this article will continue to apply after termination of the Agreement and related agreements between the Provider and Assignment Implementer.

Article 12. Recipients' liability or vicarious tax liability:

- 12.1 For the prevention of potential recipients' liability and/or vicarious tax liability, the Provider guarantees to the Principal:
- That no claim will be made against MAANDAG IT for proceeding with payment to the Tax and Customs Administration for income tax and national insurance contributions and/or turnover tax, related to the deployment of the Assignment Implementer in the context of an Agreement with MAANDAG IT;
 - That the Provider has no payment arrears (or has had payment arrears in the last 3 years) with the Tax and Customs Administration;
 - That the Provider's administrative records are correct and complete, that these are carefully updated during the term of the Agreement and - after the end of the Agreement - will be carefully kept in accordance with the applicable statutory regulations.
- 12.2 Upon the first request from MAANDAG IT, the Provider will submit documentary evidence to MAANDAG IT, from which the accuracy and completeness of the guarantees represented in the previous subclause will be evident.
- 12.3 If the (End) Customer wishes, the Provider will hand over to MAANDAG IT, upon the first request of MAANDAG IT, a recent original copy of a clean Payment History Report originating from the Tax and Customs Administration.
- 12.4 In order to reduce recipients' liability and/or the vicarious tax liability, MAANDAG IT will

pay a part of the invoice owed to the Provider exclusively to the Provider's G account. MAANDAG IT will pay 55% (fifty five) of the invoice amount (including turnover tax) to the Provider's G account for the purpose of turnover tax, national insurance contributions and income tax deducted at source. Only if the Provider demonstrably has NEN 4400-1 or 4400-2 certification and is included in the SNA register (Labour Standards Foundation) will MAANDAG IT pay 25% (twenty five) of the invoice amount (including turnover tax) to the Provider's G account. The Provider must provide to MAANDAG IT a copy of its G account agreement with the Tax Office (the copy for account holder) before the start of the work. This agreement should list the correct wage and sales tax number. This G account agreement must be agreed and signed by the account holder, the recipient and the credit institution.

- 12.5 If the Provider does not have a G account (in time) or for whatever reason the Provider does not (or does not in time) fulfil its obligations under paragraphs 12.3 and 12.4 of this article, MAANDAG IT has the right to suspend the (agreed upon) payment in whole or partly. MAANDAG IT will notify the Provider in writing if it makes use of this suspension right.

Article 13. Intellectual property:

- 13.1 All intellectual property rights with regard to data and results arising from the work of the Assignment Implementer belong to the (End) Customer. Insofar as for the transfer of such rights a further deed is required, the Provider, and if applicable and/or necessary the Assignment Implementer will sign such a deed upon the first request from the (End) Customer.
- 13.2 The Provider and/or the Assignment Implementer will provide the (End) Customer for an indefinite period with a non-exclusive license with regard to (parts of) the software, documentation and other data, which the Assignment Implementer uses during the execution of the work for the (End) Customer, and the intellectual property rights of which are not vested or will not be vested in the (End) Customer on the basis of subclause 1 of this article. The Provider/Assignment Implementer grant the right to use the license to the (End) Customer. The (End) Customer will be permitted to use the licenses with due regard to the license terms of the entitled party. In the event that the Provider/Assignment Implementer is not entitled to provide a license to the (End) Customer as determined above in this article, the Provider/Assignment Implementer will enter into consultation with MAANDAG IT and/or (End) Customer prior to the coming into effect of the Agreement, in order to assess whether the inability to provide the license can result in an unwanted situation for the (End) Customer. If the Provider/Assignment Implementer is not entitled to provide a license to MAANDAG IT as determined in this article, MAANDAG IT will be entitled, without further compensation, to decide against concluding an Agreement with the Provider.
- 13.3 The Provider guarantees that the Assignment Implementer will not infringe the intellectual property rights of the (End) Customer or third parties. The Provider indemnifies the (End) Customer and MAANDAG IT against, and compensates the (End) Customer and MAANDAG IT for, any claims of third parties concerning (alleged) infringements by the Provider/Assignment Implementer of intellectual property rights of third parties.
- 13.4 If the Provider and/or the Assignment Implementer act in conflict with this article, the Provider will owe a financial penalty as included in the penalty clause in article 15 of this AIV, without prejudice to the right of MAANDAG IT/(End) Customer to claim compensation in full

Article 14. Liability:

- 14.1. Provider and the Assignment Implementer are liable for damage caused by the Assignment Implementer by not executing the work and or not in full, or by executing the work in a wrongful manner.
- 14.2. The Provider indemnifies MAANDAG IT and the (End) Customer for all claims of the Assignment Implementer and/or third parties, arising from or related to the execution of work under this Agreement. The Provider is required to take out adequate insurance and remain insured. Any insurance policy will provide at least €2,500,000 (two million 50 thousand) per event. The insurance needs to cover all direct damage for one hundred percent (100%) and thereby completely exclude all liabilities related to MAANDAG IT. MAANDAG IT is not liable for damages caused by inadequate insurance by the Provider.
- 14.3. In the event of damage resulting from an attributable failure, the Provider will compensate all direct damage, including in any event:
- All reasonable costs incurred for the limitation of the damage;
 - The costs incurred for extra workers due to the breach of contract;
 - The costs attached to the purchase of replacement operating resources;
 - The reasonable legal fees;
 - The costs incurred by MAANDAG IT and/or the (End) Customer for the prevention of a breach of contract.
- 14.4. In the event of damages as described in this article and/or in the event of a dispute between the Assignment Implementer and the (End) Customer, the Provider and the (End) Customer will be entitled, after written consent of MAANDAG IT, to settle the dispute directly with each other.

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Article 15. Penalty clause

In the event of a breach of one or more provisions of articles 6 subsection 6, 10, 11, 12, 13 and 14 by the Assignment Implementer and/or Provider, the Provider will incur an immediately due and payable financial penalty of € 10,000.00 (ten thousand) plus € 1,000.00 (one thousand) for each day that the infringement lasts or lasted. MAANDAG IT is entitled to claim compensation for the actual damages suffered by MAANDAG IT in addition to the penalty amount forfeited from the Assignment Implementer and/or the Provider. Statutory trade interest on forfeited penalty is payable without notice.

Article 16. Amendments:

16.1 MAANDAG IT retains the right to amend or supplement this AIV and is obliged to

inform the Provider about the change and/or addition in writing and/or electronically.

16.2 Deviations from the Agreement and/or the AIV will only bind the Parties if and to the extent agreed in writing.

Article 17. Final provisions:

17.1 Dutch law applies to the AIV and the agreements associated with it. All disputes arising from the AIV or arising from agreements that build on them will be submitted to the competent jurisdiction in Rotterdam.

17.2 If any provision of this AIV is wholly or in part voidable or null and void, the other provisions will remain in full effect. Parties will replace the provision in question by one as much of the same extend as possible.