

**General Terms and Conditions relating to the Agreement for Services for the purpose of the Contractor SPRING TODAY B.V.** (Chamber of Commerce: 67807712), registered office at Hessenweg 180, 3731 JN De Bilt

**Principles:**

- SPRING TODAY B.V. performs and/or supervises specific work, whether or not for third parties (the (End)Client/customer);
- SPRING TODAY B.V. engages the services of experts who have the specific knowledge required to perform and/or supervise the said work;
- the Contractor accepts assignments for the performance of specific work for the (End) Client;
- the Contractor shall make himself available and continue to do so until the assignment has been performed.

**1 Subject in the General Terms and Conditions**

- 1.1. If an assignment from SPRING TODAY B.V. is accepted by the Contractor, the Contractor undertakes to perform the work to be performed within the scope of the relevant assignment. The Agreement for Services to be signed by both parties forms part thereof. A Confirmation of Assignment shall be signed by both parties for each assignment, of which these General Terms and Conditions form part.
- 1.2. These terms and conditions shall apply to all assignments between the Contractor and SPRING TODAY B.V.
- 1.3. Applicability of any general or special terms and conditions of the Contractor is hereby expressly excluded, unless these terms and conditions have been accepted by SPRING TODAY B.V. in writing.
- 1.4. These terms and conditions may only be amended in writing and with explicit reference to the relevant provisions by the representatives of the parties authorised by the Trade Register.

**2. Agreement/Confirmation of Assignment**

- 2.1. The Confirmation of Assignment shall in any case specify:
  - a) the type of assignment the Contractor (expert) will carry out;
  - b) the period during which the Contractor will be assigned/will perform the work;
  - c) the location where the work will normally be carried out;
  - d) the name of the Contractor;
  - e) option for extension.

**3. Assignments/work**

- 3.1. The content of the work shall be determined in consultation with SPRING TODAY B.V., after which the Contractor shall in principle perform the work at its own discretion, on the understanding, however, that the Contractor shall perform the work within the time period agreed by the parties.
- 3.2. The (End) Client shall authorise the Contractor to act on its behalf to the extent that this logically fits in with the assignment set out in Article 1.1 of the Confirmation of Assignment.
- 3.3. Without prejudice to what is stated above under 3.2, the Contractor may not enter into binding financial agreements on behalf of the (End) Client. This requires prior consultation with the authorised signatories associated with the (End) Client.
- 3.4. The Contractor guarantees that:
  - a) the work will be carried out in an expert manner;
  - b) for the duration of the Assignment, the Contractor shall comply with and continue to comply with the expected characteristics in terms of education, expertise and experience.

**4. Position, commitment and obligations**

- 4.1. In addition to the data required for the complete performance of the Agreement for Services, the Contractor shall provide SPRING TODAY B.V. with the following documents:
  - Scan of the Statutory Declaration Confirming Identity (Verklaring vaststelling identiteit) signed by the Contractor and the Employee and/or any other required forms from the (End) Client;
  - Copy of the valid proof of identity of the Contractor or Employee;
  - Copy of the extract from the Chamber of Commerce of the Contractor's company;
  - Copy of the liability insurance policy stating the period of validity, the sum(s) insured and any exemption(s), as well as proof of premium payment.
  - VAT number
- 4.2. If the Contractor/ the relevant Employee does not hold Dutch nationality, the Contractor shall ensure that he/she is in possession of the required (work) permits and complies with the laws and regulations relating to the work it performs for the (End) Client. The Contractor shall provide a copy of these permits to SPRING TODAY B.V.
- 4.3. The Contractor shall act in accordance with the guidelines/house rules applicable at the (End) Client. The Contractor shall also observe the practices in force at the (End) Client and comply with the instructions issued there.
- 4.4. The Contractor assigned to a third party shall be expressly not allowed to use the resources made available by the (End) Client, such as the Internet and/or email, etc., for private purposes.
- 4.5. At the first request from SPRING TODAY B.V. and/or the (End) Client, the Contractor shall arrange for a so-called Certificate of Good Conduct of the Contractor.
- 4.6. Violation of articles 4.1. up to and including 4.5. may be a reason for SPRING TODAY B.V. to terminate the Agreement with immediate effect.

**5. Project Registration**

- 5.1. In order to register the performance of the assignment, the Contractor shall keep a record of the hours actually worked. For approval of the hours worked, this timesheet (hours and any other recoverable expenses) must in any case be signed on a monthly basis both by the (End) Client and by the Contractor.

**6. Rates and payment**

- 6.1 SPRING TODAY B.V. may suspend payment in situations such as in the following cases:
  - a) As long as an invoice and the hour sheet approved and signed by the (Final) Contractor does not fulfil the terms stated in article 6.2. SPRING TODAY B.V. shall notify the Client as soon as possible in case the invoice does not fulfil the terms.
  - b) As long as no signed copy of the Agreement for Services is in the possession of SPRING TODAY B.V.
  - c) As long as SPRING TODAY B.V. is not in possession of the documents referred to in article 4.1.

- 6.2. Invoicing shall comply with the requirements of the Dutch Turnover Tax Act (Wet op de Omzetbelasting). An invoice shall be made out in the name of, and sent to, SPRING TODAY B.V. An invoice shall state:
- The name of the Employee to whom the invoice relates;
  - The hourly rate;
  - The number of hours worked, stating any overtime;
  - The month/ period to which the invoice refers.
- 6.3. The invoice and timesheet/print screen shall be sent to the following email [info@springtoday.nl](mailto:info@springtoday.nl)
- 6.4. SPRING TODAY B.V. normally applies a maximum payment term of 14 days for its invoices to its Clients, unless stated otherwise in the Confirmation of Assignment.
- 6.5. SPRING TODAY B.V. shall proceed to pay the Contractor the invoiced hours once these invoiced hours have been paid to SPRING TODAY B.V. by the (End) Client.
- 6.6. In the event of non-payment by the (End) Client, SPRING TODAY B.V. shall notify the Contractor as soon as possible and, at the Contractor's request, shall provide the Contractor with evidence in this regard for inspection. In that case, the Contractor shall be entitled, without any notice of default being required, to suspend all further work for the (End) Client in consultation with SPRING TODAY B.V.
- 6.7. In the event that the (End) Client of SPRING TODAY B.V. in respect of SPRING TODAY B.V., whether imputably or not, fails to pay one or more invoices relating to the work of the Contractor, SPRING TODAY B.V. shall be indemnified against payment of the invoices of the Contractor relating to the same period. In that case, SPRING TODAY B.V. shall consult with the Contractor regarding the measures to be implemented to collect the relevant invoice(s). If collection measures do not result in payment of the invoices of SPRING TODAY B.V., SPRING TODAY B.V. shall not be obliged to pay the invoices of the Contractor relating to the same period. (Partial) payment of the relevant invoices of SPRING TODAY B.V. shall only oblige SPRING TODAY B.V. to make a (proportional partial) payment of the relevant invoices of the Contractor, after deduction of costs incurred.
- 6.8. If the (end) client stipulates a discount from the rate - if necessary, in its additional conditions - during the term of the assignment, this adjustment will be passed on in the rate of the Contractor.

#### 7. Sickness

- 7.1. In the event that the Contractor is prevented from performing the agreed services due to sickness, the Contractor shall immediately notify SPRING TODAY B.V. (contact Lisette Weersink personally) and End Client (the relevant hiring manager), allowing the necessary measures to be taken in connection with the progress of the work.

#### 8. Intellectual Property

- 8.1. If the parties disagree about the intellectual property rights with respect to the results of the performance of the services, it shall be assumed, subject to evidence to the contrary, that those rights are vested in the (End) Client. In all cases, the (End) Client may continue to make use of the results as intended in the Agreement.
- 8.2. The Contractor shall indemnify the (End) Client and/or SPRING TODAY B.V. against claims by third parties in respect of (alleged) infringement of intellectual property rights of those third parties, including similar claims relating to knowledge, including unlawful competition and the like. The Contractor undertakes to implement, at its own expense, all measures that may help prevent interruption and to limit the extra costs to be incurred and/or damage to be suffered as a result of the infringements in question.
- 8.3. If the Contractor acts in breach of its obligations under the provisions of this article, it shall forfeit to SPRING TODAY B.V., without any notice of default being required, a penalty of € 20,000 for each breach, as well as a penalty in the amount of € 2,000 for each day, including a part of a day, that the breach continues, without prejudice to the right of SPRING TODAY B.V. to claim full damages and/or compliance.

#### 9. Confidentiality

- 9.1. The Contractor undertakes and guarantees, both during and after the performance of the work, confidentiality with respect to all information provided regarding contracts, organisation, suppliers and customers and furthermore all other business matters of both the (End) Client and SPRING TODAY B.V. of which the Contractor was aware or should have known that it is of a confidential nature.
- 9.2. Without the consent of the (End) Client and/or SPRING TODAY B.V., the Contractor shall not be permitted to remove files or other documents, including software programmes, from the office of SPRING TODAY B.V. or that of the (End) Client. If the Contractor acts in breach of its obligations under the provisions of this article, it shall forfeit to SPRING TODAY B.V., without any notice of default being required, a penalty of € 20,000 for each breach, as well as a penalty in the amount of € 2,000 for each day, including a part of a day, that the breach continues, without prejudice to the right of SPRING TODAY B.V. to claim full damages and/or compliance.
- 9.3. In case of violation of the confidentiality clause, SPRING TODAY B.V. may report the offence as set out in Section 272 and 273 of the Penal Code.

#### 10. Insurances

- 10.1 The Contractor shall effect the necessary insurance policies with an approved insurance company for the purpose of insuring its contractual and civil liability. The Contractor shall ensure that the sums insured during the term of the Agreement and any subsequent agreements are adequate to cover the consequences of its liability.
- 10.2 SPRING TODAY B.V. may, at a later date, periodically request (a certified copy of) the insurance policy of the insurance company and proof of the payment of premiums, which must demonstrate the underwriting of insurance policies in accordance with the preceding provisions.
- 10.3 In addition, the Contractor shall indemnify SPRING TODAY B.V./SPRING TODAY CONSULTING B.V. against its liability towards the (End) Client and/or third parties on account of the Contractor's failure to fulfil its obligations under this Agreement or the law.
- 10.4 The Contractor shall assign in advance to SPRING TODAY B.V. all claims for insurance payments as referred to in the first paragraph and to the extent that they relate to damage for which the Contractor is liable on the basis of the agreement concluded between the parties. The Contractor undertakes to notify his insurer of this assignment in writing and to send a copy thereof to SPRING TODAY B.V., without prejudice to the authority of SPRING TODAY B.V. to notify this insurer thereof.
- 10.5 Insurance payments made by the insurance company directly to SPRING TODAY B.V. shall be deducted from the compensation to be paid by the Contractor to SPRING TODAY B.V. for the insured event.
- 10.6 When signing the Confirmation of Assignment, the Contractor shall be obliged to provide SPRING TODAY B.V./ SPRING TODAY CONSULTING B.V. with a copy of the documents referred to in article 4.1.
- 10.7 By signing the Confirmation of Assignment, the Contractor declares vis-à-vis SPRING TODAY B.V./ SPRING TODAY CONSULTING B.V., that adequate measures have been taken in the form of insurance or otherwise, in order to guarantee the Contractor's income during sickness or other incapacity for work, notwithstanding the fact that this is not the responsibility of SPRING TODAY B.V.

#### 11. Taxes and social security and national insurance contributions

- 11.1. The Contractor shall ensure and guarantee that wage tax and other taxes and (social security and national insurance) contributions are paid correctly and on time. At the request of SPRING TODAY B.V. the Contractor shall submit a statement (which will include a copy of tax returns and proof of payment), demonstrating:
- a) that the deduction and payment of turnover tax return have been carried out correctly; and
  - b) that payment of this tax has been made in due time.
- 11.2. The Contractor shall indemnify SPRING TODAY B.V. and/or the (End) Client against any liability that may arise for them as a result of the Contractor's failure to fulfil its obligations to pay these premiums and taxes or to do so in time.
- 11.3. The parties expressly declare that neither these General Terms and Conditions and/or the Agreement for Services, nor the relationship arising as a result of the performance of the work constitutes an employment contract and that there is full reciprocal non-commitment and absence of subordination both with respect to employment law and social insurance law. The Contractor also declares that it has other clients in addition to the (End) Client referred to above. The Parties agree that the fees paid by SPRING TODAY B.V. to the Contractor on the basis of the invoices sent by the Contractor to SPRING TODAY B.V. are fees in respect of which no wage tax and social security contributions are owed. Insofar as required, the Contractor declares to bear and accept every risk with respect to social insurance law and tax issues and to fully indemnify SPRING TODAY B.V. and/or the (End) Client in the event that the Tax and Customs Administration and/or the UWV [employee insurance agency] nevertheless claim income tax and/or social insurance contributions from the (End) Client. This indemnification does not apply to employee insurance premiums and income-related health insurance contributions.
- 11.4. SPRING TODAY B.V. shall have the power to recover from the Contractor any additional assessments to be imposed on it in respect of wage tax/national insurance contributions and all related costs, etc. with respect to the Contractor. Recovery shall take place (by means of set-off) from reimbursements yet to be paid, to the extent possible.

### 12. Liability and Penalty

- 12.1. In the event that one of the parties fails to fulfil its obligations under the Agreement, the other party shall give written notice of default, and grant him/her a reasonable period of time to correct the default, if possible, unless performance is already permanently impossible. The party who has failed imputably in the fulfilment of his/her obligations shall be obliged to compensate the other party for the damage the other party suffers as a result.
- 12.2. In the event of loss or damage, the Contractor shall on first request, within thirty (30) days of this request, provide copies of the relevant policies and recent proof of payment of premiums.
- 12.3. If the Contractor fails to perform this Agreement, SPRING TODAY B.V. shall be entitled to terminate this agreement without judicial intervention (or notice of default) being required, without prejudice to the right of SPRING TODAY B.V. to damages.
- 12.4. In the event that the (End) Client suffers damage caused - in any way - by the Contractor, the Contractor shall be liable for such damage. The Contractor shall fully indemnify SPRING TODAY B.V. against all claims for compensation from the (End) Client, unless the occurrence of the damage is due to intent or gross negligence on the part of SPRING TODAY B.V.
- 12.5. The Contractor shall implement and maintain sufficient and adequate measures to cover all possible damage, risks and liability arising from or in connection with the Assignment.
- 12.6. The Contractor shall be liable in respect of SPRING TODAY B.V. for damage or loss as a result of failure to comply, not complying on time or not complying properly with any agreement with SPRING TODAY B.V., including the destruction or disclosure of any information or documents of (End) Clients of SPRING TODAY B.V. or SPRING TODAY B.V. itself. This shall also include damage resulting from intent, deliberate recklessness, fraudulent misconduct or gross negligence on the part of the Contractor, third parties engaged by the Contractor, or insofar as the damage is at the risk of Contractor according to public opinion.
- 12.7. SPRING TODAY B.V. shall not be obliged to pay compensation for any (material or immaterial) damage and costs incurred by the Contractor during or as a result of the performance of the Assignment.
- 12.8. SPRING TODAY B.V. shall not be liable for any (material or immaterial) damage and costs incurred by the (End) Client/customer and/or third parties as a result of the performance of the Assignment by the Contractor.
- 12.9. If the (End) Client suspends the (outstanding) payments to SPRING TODAY B.V. for the above reasons, SPRING TODAY B.V. shall be entitled to suspend its payments to the Contractor.
- 12.10. SPRING TODAY B.V. shall have the right to terminate the Assignment with immediate effect if the provisions of the article relating to "Confidentiality" are violated.

### 13. Termination

13.1. In cases where:

The (End) Client and/or the Contractor:

- a) Is declared bankrupt, assigns the estate, files a petition for suspension of payment or a request to be admitted to the WSNP (Debt Rescheduling for Natural Persons) programme, or all or part of its property is seized;
- b) Dies or is placed under guardianship;
- c) Ceases or transfers its business or an important part thereof, including the contribution of its business to a company to be established or already existing, or changes the purpose of its business;

The Contractor:

- d) Has not been able to perform the work agreed upon for more than two consecutive weeks due to incapacity for work and resumption of this work cannot be expected in the short term;
- e) Fails to comply or comply fully with any of the obligations referred to in these General Terms and Conditions and/or the Confirmation of Assignment within a period of seven (7) working days, despite a written reminder to do so;

The (End) Client:

- f) Terminates the Agreement with SPRING TODAY B.V.;
- g) Can demonstrably justify that the cooperation with the Contractor is not proceeding satisfactorily;
- h) Indicates that the Contractor (expert) does not carry out the work properly;

SPRING TODAY B.V. shall, by the mere occurrence of one of the aforementioned circumstances, be entitled to consider the Agreement as dissolved with immediate effect without any notice of default or judicial intervention being required.

- 13.2. The Contractor and SPRING TODAY B.V. undertake to inform each other with immediate effect if one of the cases as referred to in article 12.1 occurs.
- 13.3. Termination pursuant to paragraph 1 of this article shall result in the termination of all current Confirmations of Assignment on the same date, unless the parties explicitly agree otherwise. In the event of explicit continuation of that Confirmation of Assignment, the provisions of these General Terms and Conditions for the provision of services shall continue to be applicable, in derogation from paragraph 1 of this article.

- 13.4. In the event that circumstances which SPRING TODAY B.V. and the Contractor assumed at the time of entering into the Agreement change to such a significant extent that compliance with one or more of the described conditions can no longer reasonably be required of either party, consultations shall be held regarding any interim amendment to the Agreement or the notice period may be used, whereby the period of notice can be adjusted by mutual agreement. Changed circumstances refer to changes in content, on an organisational level or of any other nature but coherent and affecting the proper performance of the agreed assignment.
- 13.5. If the amendment or supplement to the Agreement has financial and/or qualitative consequences and/or consequences with respect to time, the Contractor shall inform the (End) Client and SPRING TODAY B.V. thereof in advance.
- 13.6. Upon termination of the Assignment, the Contractor shall, at the first request of SPRING TODAY B.V. to that effect, provide SPRING TODAY B.V. with all documents and/or copies thereof, manuals, documents and other information material of any nature whatsoever, goods and/or documents, as well as copies thereof, belonging to the (End) Client and/or SPRING TODAY B.V. or are associated, in any way whatsoever, with the (End) Client and/or SPRING TODAY B.V. and/or its affiliated companies, its clients and other business relations, all in the broadest sense of the word, without delay.

#### **14. Non-attributable failure to perform**

- 14.1. A non-attributable failure shall be understood to mean: a failure that is not attributable to SPRING TODAY B.V. and that should not be for its account by virtue of law, legal act or generally accepted views. Causes of non-attributable failure include strikes, extreme weather conditions, fire, government measures, as a result of which SPRING TODAY B.V. cannot reasonably (any longer) fulfil its agreements with the Contractor.
- 14.2. The party that believes that there is/will be a situation as referred to in this article shall inform the other party thereof as soon as possible.
- 14.3. If in the opinion of SPRING TODAY B.V. the cause of the non-attributable failure will be of a temporary nature, it shall have the right to suspend the performance of the Agreement until the circumstance resulting in the failure to fulfil obligations no longer exists.
- 14.4. If the situation of the non-attributable failure to perform is of a permanent nature, the parties shall make arrangements for the dissolution of the Agreement and the consequences thereof.

#### **15. Returning resources**

- 15.1. If, within the scope of the work to be performed by the (End) Client, resources (such as laptops, mobile phones, documentation, etc.) are provided to the Contractor and access to a location and/or parking facilities is granted by means of an access card, the Contractor shall ensure that these are used with the required care and attention. After termination and/or completion of the work, the Contractor shall be responsible for ensuring that the resources, access card(s), etc. made available are returned to the responsible persons of the (End) Client within 5 working days at the latest. In the event of failure to comply with this article, the Contractor shall be liable for any resulting damage and SPRING TODAY B.V. shall be entitled to suspend outstanding invoices.

#### **16. Other provisions**

- 16.1. These General Terms and Conditions, together with the Agreement for Services, contain the full representation of the rights and obligations of the parties with respect to the subject matter regulated herein and supersede all prior verbal and written proposals or communications in this respect.
- 16.2. In the event of any conflict between the provisions of these General Terms and Conditions and the Agreement, the provisions set out in the Agreement shall prevail.
- 16.3. If one or more provisions of the General Terms and Conditions or the Agreement concluded between the parties is or becomes partially invalid or non-binding, the other provisions of the General Terms and Conditions or the Agreement shall retain their legal force. The parties shall consult in order to replace the invalid or non-binding part by stipulations that are valid or binding, and the legal consequences of which, in view of the content and purport of the Agreement entered into between the parties, correspond as closely as possible to those of the invalid or non-binding part. The replacement arrangement shall not affect the purport of the conditions or the Agreement.
- 16.4. All legal claims of the Contractor against SPRING TODAY B.V., including claims for damages, which have not been reported to SPRING TODAY B.V. shall lapse at the end of one year after the claim/demand in question has arisen.
- 16.5. Provisions, which by their nature are intended to continue after termination of the Agreement, shall retain their effect thereafter. These provisions include: intellectual property rights, confidentiality, assignment of insurance payments, disputes and applicable law.
- 16.6. The Contractor shall not mention the assignment in any publication or advertisement and shall not use the name of (End) Client and/or SPRING TODAY B.V. as a reference, unless with the prior written consent of (End) Client or SPRING TODAY B.V.

#### **17. Applicable law.**

- 17.1 All offers, agreements and the performance thereof shall be governed exclusively by Dutch law.
- 17.2 With respect to all offers, agreements and performance, jurisdiction for all disputes concerning interpretation or implementation of this Agreement shall be vested in the District Court of Central Netherlands.
- All disputes relating to the Agreement shall be settled by the competent judge of the court Central Netherlands, location Utrecht, the Netherlands.

#### **18. Final provisions**

- 18.1. The parties undertake to accept and fully comply with the obligations arising from this Agreement. These General Terms and Conditions form an inseparable part of the Agreement for Services.

By initialling the Agreement for Services, the Contractor declares to have taken note of them and to agree to them.