

HIRING CONDITIONS ACTION FOR SELF-EMPLOYED PROFESSIONAL

1. General

- 1.1 The present hiring conditions (**Hiring Conditions**) apply to every deployment of an independent professional at Action Service & Distributie B.V. (**Action**). The Hiring Conditions are an integral part of the agreement for independent professional intervention (the **Intervention Agreement**) and the resulting assignment (the **Order Confirmation**) that is concluded between Staffing Management Services B.V. (**Staffing**) and the independent professional (**Contractor**) in the context of an assignment with Action.
- 1.2 In the event of contradictions between the provisions of the documents mentioned below, the provisions in the aforementioned documents shall prevail over the following: (i) Order confirmation (ii) Hiring conditions and (iii) Intervention agreement (jointly: the **Assignment document**). If a discussion arises about interpretation of this document, the Dutch document prevails.
- 1.3 By signing the Assignment Documentation, the Contractor declares to have received, read, understood and will comply with the conditions and guidelines that apply to Action. The Contractor agrees that the health and safety rules applicable at the Action location must be complied with. Insofar as these Hiring Conditions do not deviate from or are not mentioned about the following conditions and guidelines, the provisions in the following conditions and guidelines apply additionally and form part of the Assignment Documentation:
- (i) Billing requirements;
 - (ii) Confidentiality Agreement.

The aforementioned documents can be viewed and downloaded at any time via the Contractor's profile in action's hiring desk via hiringdeskaction.nl.

2. Time of performance

- 2.1 The Contractor will perform the work at the agreed time or within the period(s) indicated in the Order Confirmation.
- 2.2 If there is an obligation to achieve a result on the basis of the Partial Agreement and the materials and/or services are not delivered or are not delivered within the time specified in the Partial Agreement, the Contractor is in default without further notice of default. In that case, Staffing is entitled to dissolve the Partial Agreement with immediate effect by means of a written notification to the Contractor.

3. Requirements for the start of the assignment

- 3.1 If the Contractor is a non-EU/EEA resident, Contractor shall inform Staffing about this in good time, and in any case prior to the start of the Order Confirmation. The Contractor takes care of it and is responsible for the timely adjustment of the correct permits that are required for the Assignment.
- 3.2 The Contractor will, where applicable, inform Staffing prior to the assignment at Action about whether the Contractor has previously worked for Action. This obligation to provide information applies both if the Contractor has done so as a self-employed person, at its own expense and risk, as an employee and/or otherwise.
- 3.3 Before the start of the work, the Contractor will cooperate in establishing its identity by Staffing via Checked ID, an online service that checks and establishes the identity of the Contractor, or another party with whom Staffing cooperates. In addition, the Contractor shall at the start of the work identify himself at the hiring manager of Action by showing valid proof of identity and by carrying his/her proof of identity with him at all times on the Action Premises.

3.4 At Staffing's first request – or if this is already apparent from the Action application/recruitment text – the Contractor will submit a Certificate of Good Conduct (VOG), which is not older than 6 (six) months. In addition, in the interest of guaranteeing the integrity of its business operations, Staffing of Action is always authorised to carry out a safety investigation/screening or have it carried out on the Contractor. This will only be done after the Contractor has received a prior notice informing thereof.

4. Rates

4.1 The agreed rate in the Order Confirmation is based on an all-in hourly rate, which also includes commuting, accommodation costs and all other possible additional costs. Rates are always in euros and exclude the turnover tax due.

4.2 The agreed rate as included in the Order Confirmation is fixed for the duration of the Order Confirmation and any extension thereof.

4.3 If the Contractor incurs exceptional costs related to the Assignment Agreement, these costs will only be eligible for reimbursement after prior written approval from Action and after presentation of proper invoices and/or proof of the costs incurred.

5. Billing and payment

5.1 The Sub-Agreement lays down the maximum permitted number of hours per week. Exceeding this maximum number of hours is not permitted and these hours are not eligible for compensation, unless otherwise agreed in writing.

5.2 The Contractor shall ensure that the responsible person at Action approves the hours worked. Only hours actually worked are eligible for reimbursement. The unavailability of work for whatever reason is entirely at the expense and risk of the Contractor.

5.3 Invoicing takes place after the arrival of each calendar month, in accordance with the Invoicing requirements (see payment calendar on the hiring desk). Staffing ensures that the Contractor receives a draft invoice at the end of each calendar month on the basis of 'reversed billing', whereby the hours approved by Action are invoiced. Staffing ensures that the invoice meets the legal requirements. The Contractor is responsible for registering the correct invoice details (such as VAT number, bank account number and registration) in the VMS inhuurdesk.nl.

5.4 The payment term of Action towards Staffing is 30 (thirty) days after receipt of the invoice from Staffing. Staffing will in principle pay invoices from the Contractor that meet the conditions set out in this article and the Invoicing Requirements 4 (four) days after Staffing has received the compensation from Action, but no earlier than 30 (thirty) days after receipt of the invoice by Staffing. For the record: the day of receipt is the first working day following the receipt of the invoice. The administration of Staffing is decisive in this.

6. (Premature/early) termination

6.1 Each Order Confirmation starts on the commencement date as laid down in the Order Confirmation and is concluded before a certain time, all this without prejudice to the possibility of premature termination.

6.2 The Order Confirmation ends by operation of law on the end date as stated on the Order Confirmation, without any further action being required from one of the Parties.

- 6.3 Both Parties are entitled to terminate an Order Confirmation prematurely, without giving any reason, by means of a written notification to the other Party with due observance of a notice period of 5 weeks for the Contractor and a notice period of 4 weeks for Staffing, whereby the Order Confirmation will not end earlier than the end date that follows from the termination of Action towards Staffing.
- 6.4 In addition to the cancellation options as included in Article 5 of the Agreement Independent Professional Mediation, Staffing has the right to terminate the Order Confirmation with immediate effect without being liable for damages to the Contractor, if:
- (i) The Contractor does not carry out the Order Confirmation, in the opinion of Action, properly or not in a timely manner (insofar as applicable);
 - (ii) there is a special circumstance with financial, commercial, legal and/or operational consequences that are beyond Action's reasonable control, including but not limited to a pandemic;
 - (iii) The Contractor and/or Action is in a situation of force majeure for a period of 14 days or longer, or is deemed to be that the situation will last that long;
 - (iv) The Contractor fails to fulfil his or her obligations because it does not meet the knowledge, experience or skills specified by him or her;
 - (v) the relationship between the Contractor and Action is, in the opinion of Action, so disturbed that the Order Confirmation cannot be continued;
 - (vi) Action the assignment agreement concluded with Staffing regarding the deployment of the Contractor ends;
 - (vii) The Contractor has intentionally engaged in misconduct or gross negligence in the execution of the Order Confirmation;
 - (viii) Even after notice of default with a reasonable period for remedying default, the Contractor acts in violation of the Assignment Documentation.
- 6.4 After termination of the assignment, the Contractor will immediately return to Action all data, materials, results and other business property of Action that it holds.

7. Liability

- 7.1 If the Contractor fails to comply with one or more of its obligations on the basis of the Assignment Documentation, the Contractor is liable for the damage suffered by Staffing and/or Action. The Contractor's liability per event is limited to an amount of EUR 1,000,000 (in words: one million euros) per year.
- 7.2 The limitation of the Contractor's liability does not apply if the damage has arisen:
- (i) as a result of intent and/or gross negligence on the part of the Contractor or the person for whom the Contractor is legally liable;
 - (ii) by breach or non-compliance with the provisions of Articles 3.1 and 3.2.
- 7.3 For the rest, Article 9 of the Agreement Independent Professional Mediation remains fully applicable.

8. Insurance

- 8.1 The Contractor has adequately insured its liability on the basis of the Assignment Documentation and undertakes to keep its liability adequately insured during the term of the Order Confirmation. The contractor's insurance policies (including in any case professional and business liability insurance) will at least offer cover for an amount of EUR 1,000,000 (in words: one million euros) per year.
- 8.2 At the first request of Staffing, the Contractor will provide access in the policies of the aforementioned liability insurances and, if desired, provide proof of payment of the premiums due.

9. Intellectual property rights

- 9.1 All (claims to) intellectual property rights and (IP rights), which arise or will arise – wherever and whenever – in the performance of the work arising from an Order Confirmation (on the results of the services provided or on material developed by the Contractor), come and go to Action.
- 9.2 All documents that arise during the execution of the Order Confirmation, including images, samples, drawings, models, sketches, slides, software, descriptions and all other documents and/or materials, are and remain the exclusive property of Action. These documents and materials will only be used by the Contractor for the proper execution of the Order Confirmation. The Contractor will return the documents and materials to Action at the first request of Action.
- 9.3 Insofar as necessary, the rights as mentioned above on the basis of the Order Confirmation are transferred by the Contractor to Staffing free of charge, which transfer is accepted by Staffing on behalf of Action immediately after the creation of those rights. Before a further deed is required for the transfer as referred to in this article, the Contractor will, at the first request of Staffing and/or Action, cooperate free of charge in effecting the transfer.
- 9.4 If the results of the services provided to Action are (partly) achieved using already existing IP rights not accruing to Action, the Contractor grants Action an irrevocable non-exclusive and worldwide right of use of indefinite duration free of charge so that Action can (continue to) use the results of the services provided to it, including the right to market this, import, sell, distribute, lease, maintain and modify.
- 9.5 The Contractor's obligations under this Article 9 shall remain in force after completion, termination, expiry or cancellation of the Order Confirmation.

10. Secrecy

- 10.1 In addition to Article 10 of the Agreement Independent Professional Mediation, the Contractor undertakes not to disclose in any way or use for its own purposes anything that comes to the knowledge of the Execution of the Order Confirmation and the confidential nature of which is known or can reasonably be suspected, except to the extent necessary for the proper execution of the Order Confirmation or for the exercise of the rights as included in the Assignment Documentation. This confidentiality obligation applies for a period of 3 years after termination of the Order Confirmation.
- 10.2 The Contractor shall take and maintain adequate organisational and technical security measures to prevent and protect disclosure of confidential information against theft, improper use, disclosure or loss of all data provided, used or generated in connection with the execution of the Order Confirmation.
- 10.3 If the Contractor violates the provisions of this Article 10, the Contractor shall forfeit an immediately due and payable penalty of EUR 10,000 per event to Staffing and EUR 500 for each day that the violation continues without judicial intervention, all this without prejudice to all further rights of Staffing and/or Client including compliance and/or compensation of the actual damage suffered by it if this damage is higher than the forfeited fine.

11. Compliance

- 11.1 Contractor represents and warrants to comply with all applicable laws and regulations and ethical and responsible standards of conduct, including but not limited to standards of health, safety, fair labor, minimum wage and minimum holiday allowance, the Working Time Act, non-discrimination rules, human rights, trade controls (embargoes and sanctions), environmental safety standards and the principles contained in the 'Ethical Sourcing' Policy' policy of Action, to be found on www.action.com.

- 11.2 Contractor represents and warrants to refrain and shall ensure that the Professional refrains from (i) any form of corruption or bribery such as directly or indirectly promising, offering, providing or accepting any undue monetary or otherwise benefit to or from those (such as employees or agents of Action) and (ii) pursuing any competitive advantage through fraud, misrepresentation and/or other illegal means or actions.
- 11.3 The Contractor will (i) behave in accordance with the regulations and rules of conduct applicable there at each location of Action and/or an affiliate of Action (for example with regard to safety and health), and will observe all reasonable instructions and formalities in that context; and (ii) comply with all relevant laws and regulations such as those relating to the posting of employees abroad and, for example, the obligation to report via www.postedworkers.nl, if the Contractor has the nationality of an EU country and is going to carry out a temporary assignment in the Netherlands.

12. Force majeure

- 12.1 If the Contractor cannot fulfil any obligation arising from the Order Confirmation as a result of force majeure, the Contractor will inform Staffing thereof immediately, but in any case within 2 (two) working days after the occurrence of the force majeure situation, in writing of the appeal to force majeure. In addition to informing Staffing and/or Action, the Contractor will:
- (i) provide information to Staffing and/or Action about the expected duration of the delay and its consequences;
 - (ii) take all reasonable steps to avoid further delay;
 - (iii) do everything possible to limit the consequences of the force majeure situation for Staffing and Action; and
 - (iii) ensure that the further execution of the Order Confirmation is not jeopardised.
- 12.2 Force majeure on the part of the Contractor is in any case not understood to mean: a shortage of personnel or production materials, or production resources or services of third party/parties, illness of personnel, strikes, sit-ins, lockouts, breach of contract of a third party engaged by the Contractor, financial problems of the Contractor, the inability of the Contractor to obtain the necessary licenses with regard to the materials and/or services to be supplied or the necessary legal or administrative permits or permissions with regard to the materials and/or services to be supplied.
- 12.3 At the time of an extraordinary event (including a related event or a consequence thereof) that is completely beyond Action's reasonable control, whether foreseeable or not, and that directly or indirectly has an impact on the needs of Action (or an affiliate of Action), with regard to the purchase of materials and/or services on the basis of the Order Confirmation, Action and by extension, Staffing is relieved of any obligation to purchase materials and/or purchase services. In that case, the parties will discuss the resulting consequences for the Agreement Independent Professional Mediation and/or the Order Confirmation and agree on an appropriate change.

13. Vanity

- 13.1 If one or more provisions that apply to the Assignment Documentation are null and void or are found to be invalid, this will be deemed not to be part (anymore) of the Assignment Documentation, and the other applicable provisions will still remain in force. The Contractor and Staffing undertake to replace the void provision with such a provision, which is binding and which is as little as possible – in view of the purpose and the purport of the Assignment Documentation – deviates from the void provision.
