

SUPPLIER AGREEMENT ON BEHALF OF SERVICES AT ACTION

THE UNDERSIGNED

the private limited company **Staffing Management Services B.V.** , established and having its registered office in Rotterdam (2063 AN) at Oostmaaslaan 71, legally represented by S.F. Groeneveld (**Staffing**),

and

the private limited company [**NAME OF SUPPLIER**], established and having its registered office at <post code><home>

to < address>, registered with the Chamber of Commerce under number <KvK number>, (**Supplier**);

Staffing and Supplier hereinafter jointly referred to as **Parties** and each individually as **Party**.

TAKING INTO ACCOUNT THAT:

- Staffing from time to time needs Professionals of the Supplier for carrying out work on behalf of the Client Action Service & Distribution B.V. (**Client**);
- The Supplier is prepared to use the necessary knowledge and experience in the areas desired by Staffing for the benefit of Staffing's clients;
- The Supplier and Staffing want to do business with each other on a non-exclusive basis, whereby Staffing can independently provide assignment(s) in the field of hiring Professionals to the Supplier under the conditions of this Agreement.

AGREE AS FOLLOWS:

1 INTERPRETATION

1.1. Capitalized terms used in this Agreement and Annexes shall have the following meanings, unless the context indicates otherwise:

Attachment	An Appendix to this Agreement, which forms part of it content;
CheckedID	The online service, which establishes the identity of the Professional via an app checks and establishes;
Billing Requirements	The applicable for a specific Client invoicing requirements, which the Supplier can consult in the VMS;
Confidentiality agreement	The confidentiality agreement which can be viewed and downloaded via the Hiring Desk;
IP Rights	All intellectual property rights and related rights Rights such as copyright, design, trademark, patent and database rights;
Hiring desk	The online platform accessible via hiringdeskaction.nl on which The Supplier can, among other things, create an account and log in and gain access to the content and functionalities available on it;
Agreement	This Agreement including the considerations and Appendix(s) and any addenda;
Assignment	The assignment to perform work at the Client;
Assignment documentation	The Agreement, the Assignment Agreement, Confidentiality agreement, Contractor Code of Conduct and the Invoicing requirements;
Client	Action Service & Distributie B.V.;
Assignment agreement	The further written form concluded between Staffing and the Supplier agreement on the basis of which a Professional will perform work at the Client in accordance with the model as annexed to this Agreement in Annex 1 ;

Professional	Means (i) an employee employed by the Supplier on a basis Of an employment contract other than a payroll agreement within the meaning of Article 7:692 of the Dutch Civil Code or (ii) a self-employed person (freelancer).
Self-employed	An independent professional who qualifies as an entrepreneur in the meaning of the Income Tax Act.

- 1.2 In this Agreement, unless otherwise stated:
- (i) a reference to a person is also a reference to a natural person, legal person, company, association, coöperation partnership or partnership otherwise (“Maatschap” or “samenwerkingsverband”);
 - (ii) words formulated in the singular shall also refer to the plural form and vice versa, unless it follows otherwise from the context;
 - (iii) references to 'including' (“mede begrepen”, “waaronder” and “met inbegrip van”) will be construed as references to 'including, but not limited to';
 - (iv) a reference to "or" means "and/or", unless otherwise apparent from the context; and
 - (v) the headers are for identification purposes only and do not affect the interpretation of this Agreement.

2. APPLICABILITY

- 2.1 The terms and conditions of this Agreement apply to any Assignment Agreement concluded between the Supplier and Staffing during the term of this Agreement for the purpose of providing services to the Client. In the case of an Assignment, the Supplier will pass on the obligations under the Assignment Documentation one-on-one to the relevant Professional. The Supplier is not entitled to engage third parties for the execution of an Assignment, unless the third party is a Self-employed Professional. A Self-employed Professional may therefore not be on-lended through third parties and must therefore be contracted directly by the Supplier.
- 2.2 General terms and conditions of delivery or other (general) terms and conditions of the Supplier do not apply to the Agreement or a resulting Assignment Agreement and are expressly rejected by Staffing.
- 2.3 The following documents form part of the Agreement. If and insofar as these documents contradict each other, the following order of precedence applies - unless expressly stated otherwise - whereby the first-mentioned document prevails with regard to the latter document (1) Assignment Agreement; (2) the content of this Agreement.
- 2.4 Parties declare that the Dutch equivalent of the supplier agreement with Action (leveranciersovereenkomst) prevail over this English version in the event of an interpretation dispute. The Dutch ‘leveranciersovereenkomst’ will be sent by Staffing MS to supplier upon first request.

3. SUBJECT OF THE AGREEMENT

- 3.1 The Supplier will have a Professional perform services on behalf of the Client each time on the basis of an individual Assignment Agreement to be agreed with Staffing under the conditions of the Assignment Documentation.
- 3.2 An Assignment Agreement is only concluded when the Professional made available by the Supplier has been accepted by Staffing. Acceptance by Staffing takes place exclusively by signing an Assignment Agreement by Staffing and the Supplier.

4. OBLIGATIONS OF THE SUPPLIER

- 4.1 the Supplier will give Staffing or the Client (if requested) the opportunity to assess, by means of one or more preliminary interviews, whether the Professional proposed by the Supplier is considered suitable. Any associated costs will be borne by the Supplier.
- 4.2 The Supplier undertakes to have the Assignment Agreement executed exclusively by Professionals who it reasonably believes are reliable. The Supplier is at all times obliged to establish the identity of the Professional before a Professional starts the work at the Client (i) to establish the identity of the Professional (ii) to check the training data and work experience of the Professional (for example by having diplomas and certificates shown) and (iii) to ensure that the Professional has the required permits and meets the applicable legal requirements to perform work for the Client. The Supplier shall, to the extent permitted by law, keep a copy of the documents shown and will also show them to Staffing at Staffing's first request, insofar as legally permitted.

- 4.3 The Supplier shall ensure that (each Professional will make available to Staffing) :
- (i) at all times before the start of the work at the Client, the Professional will show and is able to show his proof of identity for verification to the responsible official of the Client and shall carry it with him on the Client's premises;
 - (ii) the Professional cooperates in establishing his identity by Staffing via Checked ID;
 - (iii) Supplier/the Professional, at the first request of Staffing – or if this is already apparent from the Client's application – submit a Certificate of Good Conduct (VOG), which is not older than 6 months. The costs for the declaration shall be borne by the Supplier;
 - (iv) the Professional will behave at the location and premises of the Client or one of its affiliated entities in accordance with the regulations and rules of conduct applicable there (for example with regard to security, safety and health);
 - (v) the Professional is fully informed about the obligations of the Supplier and the Professional under the Assignment Documentation and will comply with this as if the Professional were a party to the Assignment Documentation.
- 4.5 The Supplier shall comply with the applicable laws and regulations in the field of employment conditions, including Article 8 of the Act on the allocation of labour by intermediaries (Waadi), including but not limited to the equal hirer's remuneration, and with the COLLECTIVE LABOUR AGREEMENT/regulations that may apply to the Supplier and Professional in the context of the Assignment Agreement. The Supplier records all employment conditions agreements for the purpose of performing the work in an insightful and accessible manner. If requested and promptly, the Supplier provides Staffing with access to the employment conditions agreements and works on checks, audits and wage validation. The moment at which the relevant control, audit or wage validation will take place will be determined in mutual consultation between the Parties.
- 4.6 If a Supplier Professional is a non-EU/EEA resident, the Supplier will inform Staffing about this in good time, and in any case prior to the start of the Assignment. The Supplier shall ensure that the Professional has the correct permits required for the execution of the Assignment on time.
- 4.7 The Supplier shall, to the extent applicable, inform Staffing prior to proposing the Professional for a specific Assignment about whether the Professional has previously worked for the Client. This obligation to provide information applies both if Professional has done so in the capacity of self-employed person, at his own expense and risk, and in the capacity of employee of the Client, or otherwise.

5 TIME OF PERFORMANCE

- 5.1 The Professional will perform the work at the agreed time or within the period(s) specified in the Assignment Agreement.
- 5.2 As soon as the Supplier knows or expects that the work will not be carried out or completed on time, it will immediately inform Staffing thereof in writing.
- 5.3 If there is an obligation to achieve a result on the basis of the Assignment Agreement and the materials and/or services are not delivered or are not delivered within the time specified in the Assignment Agreement, the Supplier is in default without further notice of default. In that case, Staffing is entitled to dissolve the Assignment Agreement with immediate effect by means of a written notification to the Supplier.

6 QUALITY GUARANTEE

- 6.1 The Supplier guarantees that:
- (i) if the Professional is the Supplier's own employee, these employees will be employed by the Supplier and the employment contract with those employees does not qualify as a payroll agreement within the meaning of Article 7:692 of the Dutch Civil Code;
 - (ii) that if self-employed persons are offered, the Supplier will always contract these freelancers on the basis of a model agreement approved by the Tax Authorities;
 - (iii) services to be provided by or on behalf of it are of the highest professional quality and are performed with due care by well-trained Professionals who are authorized to provide the services;
 - (iv) services provided by or on behalf of it are performed in accordance with the agreed delivery time (if applicable);
 - (v) the result of services to be provided by or on behalf of it meets the agreed requirements;

- (vi) for the duration of the Agreement and each Assignment Agreement, its Professional(s) meet and will continue to meet the agreed qualifications with regard to education, expertise and experience; and
 - (vii) during the term of each Assignment Agreement, it keeps the knowledge and capacity available that is required for the adequate execution of the agreed work.
- 6.2 The Supplier guarantees that the Professional deployed (i) conforms to the specific methods and techniques of the Client in question and (ii) will, if necessary, acquire the knowledge of these methods and techniques in a timely manner. Any associated costs will be borne by the Supplier, unless the Parties agree otherwise in the Order Agreement.
- 6.3 The Professional who qualifies as an employee of the Supplier on the basis of an employment contract performs the work arising from the Assignment Agreement, on the basis of management and supervision from the Client, unless the Parties agree otherwise.
- 6.4 The Supplier indemnifies Staffing against all claims of Professionals in respect of damage suffered by them during the execution of the agreed work.
- 6.5 In the event of a breach of the provisions of Article 6 paragraph 1 under (i) and/or (ii), Staffing is entitled to terminate the Assignment Agreement with immediate effect and, if Staffing so wishes, to contract the Professional concerned directly without being obliged to pay any compensation to the Supplier.

7 REPLACEMENT

- 7.1 The Supplier will endeavour to replace the Professional at Staffing's first request within a reasonable period of 2 weeks if (i) it is determined in all reasonableness and objectivity that the Professional fails to fulfil his or her obligations because he or she does not comply with the knowledge, experience or expertise specified by him or her, or (ii) the relationship between the Client and the Professional is, in the opinion of the Client, disturbed to such an extent that the Assignment Agreement cannot be continued.
- 7.2 The Supplier shall also endeavour to replace the Professional at Staffing's first request within a reasonable period of time in the event of the Professional's illness or absence due to other circumstances, as a result of which the Professional is unable or expected that the Professional will not be able to perform the work arising from the Assignment Agreement for a period of 2 weeks or longer.
- 7.3 If the Professional terminates his agreement with the Supplier during the term of an Assignment Agreement, the Supplier shall immediately report this to Staffing and the Supplier shall be obliged to realise a suitable replacement as soon as possible at Staffing's first request.
- 7.4 If the Client is of the opinion that the replacement does not perform the work properly, Staffing has the right to terminate the Assignment Agreement with immediate effect without being liable for damages towards the Supplier.
- 7.5 If there is a situation other than that listed in this Article 7, the Supplier may only replace a Professional after obtaining prior written permission from Staffing. The Supplier acknowledges that in the event of replacement of a Professional, the Supplier does not have an exclusive right to nominate a replacement.

8 TARIFFS

- 8.1 Staffing only owes the Supplier compensation for the hours actually worked by the Professional. The hourly rate agreed between the Parties is fixed for the duration of an Assignment Agreement and any extension thereof.
- 8.2 Rates include the full reimbursement for the services to be provided by the Supplier and administration, travel (including commuting of the Professional) and accommodation costs incurred by the Supplier and any other additional costs incurred by the Supplier. Rates are always in euros and exclude the VAT (in Dutch: BTW/omzetbelasting). Exceptional costs related to the Assignment Agreement are only eligible for reimbursement after prior written approval from the Client and after presentation of proper invoices and / or proof of the costs incurred.

9 INVOICING AND PAYMENT

- 9.1 The Assignment 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 reimbursement, unless otherwise agreed in writing.

- 9.2 The Professional will justify the hours worked by him in the time registration system of the Client. Only hours actually worked, which have been approved by the Client, are eligible for reimbursement. The unavailability of work for any reason whatsoever is entirely at the expense and risk of the Supplier.
- 9.3 Invoicing takes place after the arrival of each calendar month in accordance with the Invoicing Requirements.
- 9.4 The Supplier is obliged to work on the system of reversed billing that Staffing has agreed with the Client. The Supplier shall ensure that the Professional registers the actual hours worked in the Client's time registration system via the VMS. At the end of each calendar month, the Supplier will receive an invoice based on reversed billing, whereby the hours approved by the Client will be invoiced. Staffing ensures that the invoice meets the legal requirements.
- 9.5 The payment term of the Client towards Staffing is 30 (thirty) days after receipt of the invoice. Staffing will pay invoices that meet the conditions set out in this article with due observance of the provisions of article 14 paragraph 3 of this Agreement in principle 4 (four) days after Staffing has received the compensation from the Client, and at the latest within 30 (thirty) days after receipt of the invoice. 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.
- 9.6 Staffing is entitled to suspend the payment of an invoice if:
- (i) the Supplier has not returned the relevant Order Agreement with a signature for approval;
 - (ii) the services provided do not comply with the provisions of the Order Documentation; from
 - (iii) the Supplier has not issued a document mentioned in the Order Documentation (for example: Statement of Payment Behaviour for compliance with tax obligations, Form G account, screening, diplomas, etc.) within the specified period(s).
- 9.7 Exceeding any payment term by Staffing or non-payment by Staffing of any invoice on the basis of suspected substantive inaccuracy of that invoice or of defectiveness of the invoiced performance does not entitle the Supplier to suspend or terminate its performance(s). Nor is the Supplier permitted to proceed to set-off.
- 9.8 Hours must be submitted to the VMS within 2 months after the execution of the work on the basis of the invoicing requirements after execution of the work on pain of forfeiture of the right to do so.
- 9.9 The Supplier is aware that it is subject to a debtor risk. This means that non-payment by a Client of invoices from Staffing, regardless of the cause, means that Staffing is not obliged to pay corresponding invoices from the Supplier.
- 9.10 The payment of an invoice does not mean that Staffing waives any right in any way .

10 INTELLECTUAL PROPERTY

- 10.1 All IP rights that arise or will arise, wherever and whenever, during the execution of an Assignment Agreement (on the results of the services provided or on material developed by the Professional), belong to the Client. The Supplier guarantees that the Professional deployed will transfer the IP rights to the results of services provided or developed material to the Client. To the extent necessary, the IP rights under the Assignment Agreement will be transferred by the Supplier and/or the Professional to the Client, which transfer will already be accepted by Staffing on behalf of the Client.
- 10.2 All documents that arise during the execution of the Assignment Agreement, including images, samples, drawings, models, sketches, slides, software, descriptions and all other documents and/or materials, are and remain the exclusive property of the Client. These documents and materials will only be used by the Supplier and the Professional for the proper execution of the Agreement and Assignment Agreement. The Supplier guarantees that the Supplier itself and the Professional will return the documents and materials to the Client at the first request of the Client.
- 10.3 Insofar as a further deed is required for the transfer as referred to in Article 10 paragraph 1, the Supplier and/or the Professional will fully and free of charge cooperate with this at the first request of Staffing or the Client.
- 10.4 If the results of the services provided to the Client are (partly) achieved using already existing IP rights not belonging to the Client, the Supplier shall grant the Client an irrevocable non-exclusive and worldwide right of use of indefinite duration free of charge so that the Client can obtain the results of the services provided to it.

- (continue to) use, including the right to market, import, sell, distribute, lease, maintain and modify it.
- 10.5 The obligations of the Supplier and/or Professional under this Article 10 shall remain in force upon completion, termination, expiry or cancellation of the Assignment Agreement.

11 TAKEOVER

- 11.1 As soon as the Professional has worked for the Client for a total of more than 1600 hours, the Client has the right to take over the Professional from the Supplier free of charge and to offer an employment contract. The Supplier guarantees (i) to cooperate fully immediately and (ii) to exempt the Professional from any obligation under any non-competition between the Supplier and professional and/or relationship clause and/or the related penalty clause.
- 11.2 If the total number of hours worked by Professional is less than 1600 hours, the Supplier is entitled to a financial compensation for the takeover of the Professional by the Client. This fee is calculated as follows: The total number of remaining hours up to 1600 hours multiplied by 10% of the hourly rate.
- 11.3 If the Assignment is performed by a Self-employed Professional, the margin that the Supplier can receive from the Assignment is capped at a maximum of EUR 12.50 per actually worked and approved hour per Self-employed Professional for a maximum duration of 1600 hours. After the 1600 hours, the margin will automatically lapse. Furthermore, Staffing is entitled to contract directly with the Self-employed Professional after 1600 hours. If a Self-employed Professional is contracted directly by Staffing from the start of an Assignment, the aforementioned applies as well.

12 DURATION AND TERMINATION OF ASSIGNMENT AGREEMENT

- 12.1 Each Assignment Agreement commences on the commencement date as laid down in the Assignment Agreement and is concluded for a definite period of time, all this without prejudice to the possibility of premature termination.
- 12.2 The Assignment Agreement ends by operation of law on the end date as stated on the Assignment Agreement, without any further action being required by one of the Parties.
- 12.3 Both Parties are entitled to terminate an Assignment Agreement 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 Supplier and a notice period of 4 weeks for Staffing, whereby the Assignment Agreement will not end earlier than the end date that follows from the termination of the Client towards Staffing.
- 12.4 Staffing is also entitled to terminate the Assignment Agreement in whole or in part with immediate effect and without judicial intervention by means of a written notification:
- (i) if, in the opinion of the Client, the Professional does not properly execute the Assignment Agreement;
 - (ii) there is a special circumstance with financial, commercial, legal and/or operational consequences that fall outside the reasonable control of the Client, including but not limited to a pandemic;
 - (iii) The Supplier and/or the Client is in a situation of force majeure for a period of 14 days or longer, or it is expected that the situation will last that long;
 - (iv) The Supplier and/or the Professional, even after notice of default with a reasonable period for remedying default, acts in violation of the Order Documentation;
 - (v) in the event of wilful misconduct or gross negligence on the part of the Professional;
 - (vi) the Client terminates the assignment agreement concluded with Staffing regarding the deployment of a Professional or the framework agreement concluded with Staffing; or
 - (vii) Supplier breaches the warranties set out in Article 6(1) of this Agreement.
- 12.5 Both Parties are entitled to terminate the Assignment Agreement in whole or in part with immediate effect and without judicial intervention by means of a written notification if the other Party is unable to perform the agreed work for a period of 14 days or longer.
- 12.6 The Supplier guarantees that upon termination of the Assignment Agreement, 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 AGREEMENT

- 13.1 The Agreement commences on the day that it is signed by both Parties and is concluded for an indefinite period of time. The Agreement can be terminated by either Party at any time in writing with due observance of a notice period of 2 (two) months.
- 13.2 Both Parties shall be entitled to terminate this Agreement, with immediate effect and without judicial intervention by means of written notice to the other Party, in whole or in part, if:

- (i) the other Party fails to comply with its obligations under this Agreement, even after notice of default with a reasonable period for remedying default;
 - (ii) the other Party has been declared bankrupt or a request for bankruptcy has been filed against the other Party;
 - (iii) the business of the other Party is liquidated or discontinued;
 - (iv) the other Party has applied for or obtained (provisional) suspension of payment ;
 - (v) the other Party has lost the power of disposal over a significant part of its assets by attachment or otherwise and it has not regained the power of disposal within 4 (four) weeks; or
 - (vi) it appears reasonably that the other Party can no longer meet its obligations .
- 13.3 Furthermore, Staffing is entitled to terminate this Agreement with immediate effect and without judicial intervention by means of a written notification to the Supplier in whole or in part, if:
- (i) the shares in or the assets of the Supplier's company are transferred to a third party or the (direct or indirect) control and/or control over the Supplier is otherwise changed; or
 - (ii) the cooperation between Staffing and the Client ends.
- 13.4 Upon termination of the Agreement, the Assignment Agreements still in force between the Parties will continue and the provisions of this Agreement will continue to apply to them without prejudice.
- 13.5 Obligations that by their nature are intended to continue beyond the end of the Agreement, including Article 19 (confidentiality), Article 10 (intellectual property), Article 14 (liability and indemnification), Article 15 (taxation) and Article 23 (applicable law and competent court) remain unaffected even after termination of the Agreement and apply to the Supplier and its legal successors.

14 LIABILITY AND INDEMNIFICATION

- 14.1 If the Supplier and/or its Professional fails to comply with its obligations under this Agreement or the Order Documentation, the Supplier is liable for the damage suffered by Staffing. The Supplier's liability is limited to an amount of EUR 1,000,000 (in words: one million euros) per year.
- 14.2 The limitation of the Supplier'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 Supplier and/or the Professional;
 - (ii) by breach of the provisions of Article 6 paragraph 1 (i) and (ii) of this Agreement;
 - (iii) by breach or non-compliance with the provisions of Articles 4.5, 4.6, 4.7, 15.2 and 22.4 of this Agreement.
- 14.3 As far as possible under Dutch law, any liability of Staffing is limited to the amount that is paid out in a possible case under the professional and business liability insurance it has taken out. In the event that payment is not made under the professional and business liability insurance, any liability of Staffing is limited to an amount of EUR 100,000 (in words: one hundred thousand euros) per event, whereby a series of events is regarded as one event.

15 TAX SYSTEM AND FISCAL OBLIGATIONS OF SUPPLIER

- 15.1 The Supplier is and remains at all times responsible and liable for compliance with its obligations under the Agreement, including its obligations under tax legislation and social insurance legislation. The Supplier guarantees that, if the Professional qualifies as the Supplier's own employee, it will be fully responsible and liable for the timely and correct payment of the full salary (including any bonus schemes and other additional allowances) of the Professional. The Supplier indemnifies Staffing and the Client against claims from third parties (including the Professional) for non-compliance or incomplete or incorrect fulfilment of those obligations.
- 15.2 The Supplier shall ensure a correct, timely and complete declaration and payment of all turnover tax, wage tax and social insurance contributions due with regard to the Professional(s) deployed and indemnifies Staffing against all claims and additional costs of Professionals, the Tax and Customs Administration and other third party(ies), including: fines, additional taxes and legal costs.
- 15.3 If supplier NEN 4400-1 is certified, Staffing will pay 25% of the invoice amount including turnover tax, for the purpose of the preventive coverage of the taxes involved, social insurances and income-related contribution ZVW from the Supplier's invoices and deposit them directly into the Supplier's G-account. In case the Supplier is not NEN 4400-1 certified, 55% of the invoice amount will be deducted from the invoices and paid into the Supplier's G account. To this end, the Supplier will state the IBAN number of its G-account in its personal account in the VMS.
- 15.4 The supplier is obliged to report the withdrawal of a NEN 4400-1 certificate, or an intention to do so, in writing to Staffing within 5 (five) working days after the withdrawal of the certificate, on pain of forfeiture of an immediately due and payable fine of EUR 50,000 (in words: fifty thousand euros) per violation and a fine of EUR 1,000 (in words: one thousand euros) for each day that the violation continues, all this without prejudice to Staffing's right to claim full compensation in addition.

16 INSURANCE

16.1 The Supplier has adequately insured its liability under this Agreement and undertakes to keep its liability adequately insured during the term of this Agreement. The supplier's insurance policies (including in any case professional and business liability insurance, taking into account the nature of the materials and/or services supplied and the possible risks and liabilities that may arise from this Agreement) will at least provide cover for an amount of EUR 1,000,000 (in words: one million euros) per year. At Staffing's first request, the Supplier will provide access to the policy conditions of the aforementioned liability insurance policies and, if desired, provide proof of payment of insurance costs ("premiums") due.

17 AUDITS

17.1 Staffing is authorised to check all information, data and documents (or copies thereof) provided to Staffing by the Supplier with regard to a Professional. In addition, in the interest of guaranteeing the integrity of its business operations, Staffing or the Client is always authorized to carry out a safety investigation / screening (or have it carried out) to the Professional. Staffing will only proceed to an audit or screening of the Professional after the Supplier has received a prior information notice.

17.2 Staffing and/or the Client is at all times entitled to have the Supplier's accounts checked by an external chartered accountant for compliance with, among other things, the provisions of Articles 9 and 15. The Supplier is obliged to fully cooperate with such an inspection. The costs for this check are in principle for Staffing, unless inaccuracies have been found, in which case the costs will be borne by the Supplier.

18 PROCESSING OF PERSONAL DATA

18.1 In the context of the execution of this Agreement, the Parties process personal data. Parties each independently qualify as a controller within the meaning of the General Data Protection Regulation (GDPR). When entering into this Agreement, the parties enter into the Data Processing Agreement, as included in Appendix 2 to this Agreement.

19 SECRECY

19.1 The Supplier undertakes and guarantees not to disclose in any way or to use for its own purposes anything that comes to the knowledge of the execution of the Agreement and the confidential nature of which is known or can reasonably be suspected, except to the extent necessary for the proper execution of the Agreement or for the exercise of the rights as included in this Agreement. This confidentiality obligation applies for a period of 3 years after termination of the Agreement.

19.2 The Supplier 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 performance of the Agreement and the Assignment Agreement.

19.4 The parties guarantee that their employees and/or third parties engaged by them (including Professionals) (i) are aware of the obligations as included in this article 19 and (ii) comply with these obligations as if they were a party to this Agreement.

19.5 If the Client requires a Professional to sign an (additional) Confidentiality Agreement, the Supplier shall ensure that the Professional will immediately sign the relevant Confidentiality Agreement for approval.

19.6 If the Supplier and/or Professional violates the provisions of this Article 19, the Supplier shall forfeit a penalty of EUR 10,000 per event to Staffing and EUR 500, - without judicial intervention, all this without prejudice to all further rights of Staffing and/or the Client, including those to performance and/or compensation for the actual damage suffered by it if this damage is higher than the forfeited fine.

20 FORCE MAJEURE

20.1 If the Supplier is unable to fulfil any obligation under the Agreement as a result of force majeure, the Supplier will immediately inform Staffing thereof in writing of the claim to force majeure, but in any case within 2 (two) working days after the occurrence of the force majeure situation. In addition to informing Staffing and/or the Client, the Supplier shall:

- (i) Provide information to Staffing and/or the Client about the expected duration of the delay and the consequences thereof;
- (ii) Take all reasonable measures to avoid further delay ;
- (iii) do everything possible to limit the consequences of the force majeure situation for Staffing and the Client as much as possible; and
- (iv) ensure that the further execution of the Agreement and the Assignment Agreement is not endangered.

20.2 Force majeure on the part of the Supplier shall in any case not be understood to mean: a shortage of personnel or production materials, resources or services of third parties, illness of personnel, strikes, sit-

ins, lockouts, breach of contract of a third party engaged by the Supplier, financial problems of the Supplier, the inability of the Supplier to obtain the necessary licenses with regard to the materials and/or services to be delivered or the necessary legal or administrative permits or permissions with regard to the materials/or services to be provided.

21 OTHER PROVISIONS

- 21.1 The Professional is not permitted to work on days when the Offices of the Client are closed. These days count as non-billable days and hours worked by the Professional on those days will not be reimbursed unless the Supplier or the Professional has received written permission from the Client for this.
- 21.2 At the moment that there is an extraordinary event (including a related event or a consequence thereof) that is completely beyond the reasonable control of the Client, whether foreseeable or not, and that directly or indirectly has an impact on the needs of the Client (or an affiliated company of the Client) with regard to the purchase of materials and /or services on the basis of the Assignment Agreement, the Client and in the extension, Staffing is relieved of any obligation to purchase materials and/or services. In that case, the parties will discuss the resulting consequences for the Agreement and/or the Assignment Agreement and agree on an appropriate change.

22 COMPLIANCY

- 22.1 Supplier 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 Act, the Working Time Act, non-discrimination rules, human rights, trade controls (embargoes and sanctions), environmental safety standards (“gezondheid, veiligheid, eerlijke arbeid, wet minimumloon en minimumvakantiebijslag, de arbeidstijdenwet, non-discriminatieregels, mensenrechten, handelscontroles (embargo’s en sancties), milieuveiligheidsnormen”) and the principles contained in the Ethical Sourcing Policy policy of Client, to be found on www.action.com.
- 22.2 Supplier 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 advantage to or from that of any kind (such as employees or agents of Client and (ii) the pursuit of any competitive advantage through fraud, misrepresentation and/or other illegal means or actions.
- 22.3 The Supplier declares and guarantees that it is registered in the Chamber of Commerce during the term of the Agreement and that it has a Waadi registration during the term and is an SNA-certified party. If supplier is not SNA certified, it will inform Staffing prior to the conclusion of the Agreement.
- 22.4 The Supplier will 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 Professional has a nationality of another EU country and is going to carry out a temporary assignment in the Netherlands.

23 FINAL PROVISIONS

- 23.1 This Agreement and any resulting Assignment Agreement can only be amended in writing with the mutual consent of the Parties.
- 23.2 The Supplier shall not use, publish and/or exploit the trade names of Staffing or the Client without the prior written consent of Staffing or the Client and/or in any way mention the existence of the Agreement or the Assignment Agreement in publications and/or advertise in any way.
- 23.3 The Supplier is not permitted to transfer rights and obligations under the Agreement or a resulting Assignment Agreement to third parties without the prior written consent of Staffing. This prohibition also has property law effect (‘goederenrechtelijk effect’) within the meaning of Article 3:83 paragraph 2 of the Dutch Civil Code.
- 23.4 If any provision of this Agreement or the Assignment Documentation (due to conflict with a statutory regulation) is invalid in whole or in part, the remaining provisions will retain their full effect. In that case, the Parties will replace the invalid provision with a valid provision in accordance with the purpose and purport of the Agreement or the Assignment Documentation, and in such a way that the purport and consequences of the new provision differ as little as possible from the invalid provision.

24 APPLICABLE LAW AND COMPETENT COURT

- 24.1 The Agreement is governed by Dutch law.
- 24.2 Disputes between the Parties will be exclusively adjudicated by the competent court in Rotterdam.

Thus agreed in duplicate and signed on _____2024

Staffing Management Services B.V.

<Right> <company name>

<signor/name>
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Annex 1

Model Assignment Agreement

Appendix 2

Data Processing Agreement