

CONTRACT FOR SERVICES

Contract number: AG-[INSERT CONTRACT NUMBER]

1. The private company with limited liability **ARROWS GROUP B.V.**, with its registered office and principal place of business at Herengracht 545, 1017 BW Amsterdam duly represented by Mr Hans Bolten hereinafter to be referred to as 'AG',

and

2. **[full statutory name of the company]**, with its registered office and principal place of business at **[street and house number]**, duly represented by Mr. / Mrs. / Ms. **[initials and surname]**, hereinafter to be referred to as 'Contractor',

hereinafter jointly also to be referred to as: '*the parties*'

WHEREAS:

- the Contractor possesses the required expertise and has agreed to provide the required expertise and thereby to fulfil an assignment for or to provide services to the (End) Client of AG;
- the Contractor is also permitted to perform work for other clients;
- the parties do not wish to enter into an employment contract within the meaning of Section 7:610 et seq. of the Dutch Civil Code ('*Burgerlijk Wetboek*') or a temporary employment contract pursuant to Section 7:690 of the Dutch Civil Code, but the parties exclusively wish to enter into a contract on the basis of a contract for services pursuant to Section 7:400 et seq. of the Dutch Civil Code;
- the parties wish to avoid any notional employment relationship contracted via an intermediary;
- where appropriate, the parties choose to exclude the notional employment relationship of homeworkers or equivalent persons and to draw up and sign the agreement to that effect before any payment is made;
- the agreement is based on the model agreement drawn up by the Dutch Tax and Customs Administration on 29 February 2016 under number 9015550000-09-02, and this agreement at a minimum includes the arrangements in that model agreement;
- AG can never be obliged to give an assignment to the Contractor;
- the parties wish to include in this Agreement the arrangements they have made.

AGREE AS FOLLOWS:

1 DEFINITIONS AND GENERAL

1.1 The terms used in this contract have the following meaning:

- **Agreement:** the agreement between AG and the Contractor, consisting of this document and any signed schedule(s).
- **Service(s):** all the services to be provided by the Contractor to the (End) Client or assignments to be carried out by the Contractor for the (End) Client, as described in this document and any schedules.
- **Confidential Information:** all information relating to the company and affairs of both AG and its affiliated companies, and the (End) Client of AG and its affiliated companies, including but not exclusively information relating to the identity of the company and the affairs of customers and clients, employees as well as the potential customers and clients of all parties that is brought to the attention or comes into the possession of one of the parties, and which is or could

Initials:

reasonably be deemed to be confidential by all of the parties or as personal data within the meaning of the General Data Protection Regulation (GDPR) and the GDPR (Implementation) Act that is based on it, regardless of whether such tangible information has or has not been designated as 'confidential'.

- **Intellectual Property Rights:** include but are not limited to copyrights, patents, utility models, trademarks, trademark rights, service marks, design rights (both registered and unregistered), database rights and copyright protected information with respect to all materials, designs, programs, reports, manuals, visual aids and any other material created pursuant to this Agreement.
- **Contractor:** the legal entity with which the Agreement is entered into in order to fulfil an assignment for or provide services to the (End) Client of AG, including the Representative.
- **Representative:** the natural person who, as the legally valid representative of the Contractor, performs the Services on behalf of the Contractor for an (End) Client of AG, and who is listed as such in Schedule 1 to this Agreement.
- **Client:** the natural person or legal entity that has concluded a contract for services with AG as regards acting as an agent for a contractor, in order to perform Services for the benefit of the (End) Client, and who is listed as such in Schedule 1 to this Agreement.
- **(End) Client:** the Client and, if this is another entity, the natural person or legal entity for which the Contractor performs an assignment or to which the Contractor provides Services.
- **Third Country National:** every person who does not (also) have an EU, EEA or Swiss nationality.

1.2 The provisions of the above preamble of this Agreement form an integral part of this Agreement.

2 PERFORMANCE OF THE SERVICES

2.1 The Agreement has been entered into for the period referred to in Schedule 1 to this Agreement and the work will be performed as described in Schedule 1. The Contractor accepts the assignment and in doing so accepts full responsibility for the correct performance of the agreed work/Services.

2.2 It is up to the Contractor to plan/organise the Services as it sees fit and to perform them as agreed with the (End) Client. The Contractor will perform its task entirely independently and will decide under what circumstances it will provide the Services. However, insofar as necessary for the performance of the assignment, there will be coordination with the (End) Client in the event of collaboration with other parties, such that the assignment runs optimally. If necessary for the activities, the Contractor will comply with the working hours at the (End) Client. This Agreement is not an exclusive agreement and nothing in this Agreement may prevent the Contractor from providing other services to third parties.

2.3 The Contractor will as much as possible use its own equipment and/or other goods for the purpose of performing the Services. If resources of the (End) Client are needed to provide the Services, AG will charge the related costs to the Contractor. The parties will consult with each other regarding the resources and the associated costs and note any such requirements in the associated Schedules.

2.4 The Contractor will provide the Services as it sees fit and without the management and supervision of AG and/or the (End) Client. There is no posting of the Contractor within the meaning of the Dutch Placement of Personnel by Intermediaries Act ('*Wet allocatie arbeidskrachten door intermediairs*', abbreviated in Dutch as '*Waadi*'). The (End) Client may give directions and instructions regarding the result of the Services.

- 2.5 AG will not be obliged to propose the Contractor to the (End) Client for the provision of Services.
- 2.6 Upon signing this Agreement, the Contactor guarantees that:
- a. all information regarding the expertise and experience and training of the Representative provided to AG and/or to the (End) Client in the context of acting as an intermediary is correct and complete and up to date, and on the demand of AG and/or the (End) Client the Contractor will submit a copy or copies of diplomas and/or certificates; and
 - b. it accepts full responsibility for performing the agreed work in the correct manner; and
 - c. in the event that it at any time foresees that it cannot fulfil the obligations under this Agreement, cannot do so in good time or cannot do so properly, it will inform AG and/or the (End) Client thereof immediately; and
 - d. the Contractor does not have any criminal convictions and is not the subject of a criminal investigation, which would affect the decision by AG and/or the (End) Client to grant the Contractor access to the site(s) or systems of the (End) Client, or to allow it to provide the Services to the (End) Client; and
 - e. the Contractor is not hindered by another agreement or arrangement or any restriction under law or with a third party.
- 2.7 The Contractor and AG wish to avoid the application of the notional employment relationship contracted via an intermediary. For this reason, it is important that the Contractor performs the work in the independent manner of running a business or the independent course of a profession. AG may reasonably assume (evidentiary presumption) that this is the case if it, in addition to this Agreement:
- a. documents the Contractor's registration in the Trade Register, in the Netherlands held by the Dutch Chamber of Commerce and the Contractor's VAT number; and
 - b. in any event has made agreements concerning:
 - the liability of the Contractor towards Third Parties;
 - a non-competition clause and/or non-solicitation clause that does not unreasonably limit the Contractor as regards acquiring or performing assignments for other clients;
 - the risk of non-payment by the Third Party.

The evidentiary presumption of the foregoing does not apply if the Contractor mainly works for AG on the basis of (successive) contracts for a (joint) longer duration than is customary based on the nature of the work.
- 2.8 The Agreement will be entered into on the condition that the Contractor will provide AG the following documents for the benefit of the intermediary activities:
- a. proof of its VAT registration;
 - b. details concerning its bank account and IBAN number (for payment purposes);
 - c. proof of registration with the Chamber of Commerce;
 - d. copy of the Contractor's current professional liability insurance showing that the obligation of Article 7.1 of this Agreement is fulfilled;
 - e. if the Representative is a Third Country National and if this is required under the Dutch Foreigners (Employment) Act (which will almost always be the case): a copy of a work and / or residence permit or single permit that is valid in the Netherlands will be provided to AG and the (End) Client, on the basis of which he will be allowed to reside in the Netherlands and to perform the work in the Netherlands that has been agreed on in (the context of) the Agreement. AG and the (End) Client will check the authenticity of that original document and identify the Representative on the bases of that original document before the activities take place and will keep a copy of the aforementioned original document – duly checked which is dated and signed on the copy by or on behalf of AG and the

- (End) Client – in their administration for at least 5 years following the year in which the last activities took place;
- f. If applicable (to be discussed between AG and the Contractor): a copy of a recent Certificate of conduct (VOG) with respect to the Representative.

3 PAYMENT OF INVOICES

- 3.1 The rate that the Contractor may charge to AG has been laid down in Schedule 1. Unless stated otherwise, this rate is an all-in rate, which includes accommodation costs, travel expenses and other costs. Unless stated otherwise, this rate applies to all hours worked, regardless of the time when work took place. The rate includes any payroll tax and national insurance contributions.
- 3.2 If the (End) Client does not or does not fully fulfil its payment obligations towards AG and the Contractor is responsible for this, the Contractor will to this extent not be entitled to payment of the fee either, and repayment must be made to AG if and to the extent that the Contractor has received money from AG or if money has been credited to its account.
- 3.3 The Contractor cannot charge AG for the time and costs that the Contractor spends on following courses, training, etc. necessary for the proper performance of the assignment.
- 3.4 If resources of the (End) Client are necessary for the performance of the assignment, the (End) Client will charge the related costs to AG, and AG may set off this amount against the amounts it owes the Contractor. AG will not make any resources available to the Contractor. The parties will consult in advance with each other regarding the necessary resources and the associated costs and include that in Schedule 1.
- 3.5 All amounts to be paid in the context of this Agreement and Schedule 1 are exclusive of the applicable VAT.
- 3.6 During the period that the Contractor, for any reason whatsoever, does not perform any work, the Contractor will not be entitled to payment of any nature whatsoever. The same applies if the Services have not or not entirely commenced on the agreed commencement date. If the Contractor only performs the Services in part, the Contractor will not be entitled to payment of any nature whatsoever either **OR** the Contractor will only be entitled to a pro rata part of the payment.
- 3.7 The Contractor will record the time it has spent on the Services it has provided to the (End) Client by means of monthly (or any other timeframe stipulated by the (End) Client) time sheets. These time sheets must be approved by the (End) Client. The approved time sheets and a valid invoice must be received by AG no later than on the second working day of the new month at the invoice address stated in Schedule 1. Later receipt by AG will result in later payment. AG will only be obliged to make payment if the Contractor has submitted a time sheet approved by the (End) Client to AG.
- 3.8 Invoices, supported with approved time sheets, will be paid to the Contractor on the last working day of the following month, if approved time sheets and a valid invoice have been received within the stated time limit. Payments of approved time sheets and invoices received later will be made on the 15th day of the second following month, or as otherwise stated in Schedule 1. It is standard practice for AG to raise a self-bill in respect of the Contractor's invoices subject to the Contractor providing the necessary information to AG in a timely manner prior to the start of an Assignment. The Contractor guarantees that the completed hours on the time sheets are correct and accurate. The Contractor acknowledges that failure to obtain the signature/electronic approval of the (End) Client for hours worked may result in postponement of payment or non-payment. The Contractor is not entitled to compensation for expenses incurred for any reason whatsoever, unless agreed otherwise between AG and the Contractor.

- 3.9 Time spent exceeding the number of hours stated in the relevant Schedule 1 must have been approved by the (End) Client and AG and will only be paid at the rate stated in the relevant Schedule 1. Otherwise, there is no entitlement to payment.
- 3.10 If it turns out at a later time that the invoice sent by the Contractor was unlawful or incorrect, the Contractor will be obliged to repay to AG on AG's demand any amounts received in excess.
- 3.11 AG will be entitled to unilaterally reduce the payments owed to the Contractor in order to be able to fulfil its statutory obligations. AG will be entitled to deduct from these amounts any bank charges it incurs or will incur when paying the amounts owed to the Contractor.
- 3.12 AG will not deduct from and pay any payroll tax and employee insurance contributions on the fees owed in the context of this Agreement. Any liability for taxes is beard by the Contractor and / or the Representative.
- 3.13 The Contractor acknowledges that if the (End) Client fails to pay AG and/or AG has become aware that the (End) Client has or is about to declare bankruptcy or insolvency this may result in postponement of payment or non-payment

4 SECRECY, DATA LEAKS AND INTEGRITY

- 4.1 The Contractor guarantees that:
- a. unless required by law to do so, the Contractor will not disclose any Confidential Information regarding AG and/or its affiliated companies or the (End) Client without the prior written consent of AG and/or the (End) Client;
 - b. the Contractor will not make any unauthorised use of Confidential Information belonging to AG or the (End) Client;
 - c. the Contractor will ensure that, both during the term of the Agreement and after it has ended, it will keep information relating to the rates paid by AG to the Contractor confidential in respect of third parties;
 - d. the Contractor will ensure that it does not process any personal data other than what is permitted under the GDPR and the GDPR (Implementation) Act and related laws and regulations;
 - e. it has adequate safeguards in place to prevent a data leak within the meaning of the GDPR and – if a data leak occurs nonetheless – that it will comply with the duty to report data leaks that is vested in it under Article 33 of the GDPR. If there is a data leak, the Contractor will be obliged to inform AG of this as soon as the data leak becomes known. In joint consultation with AG and the (End) Client, the Contractor will report the data leak to the Dutch Data Protection Authority. In case of any data leak, the Contractor will be obliged to inform AG in full by telephone (by contacting **Mr. Hans Bolten**) and afterwards in writing (by registered letter and a scan upfront via e-mail) about the incident to provide AG with all necessary information and documentation in this regard. The Contractor guarantees that it will keep AG informed about any new developments regarding an incident in relation to a data leak and also about the measures the Contractor has taken in order to limit the incident and to prevent repetition;
 - f. the Contractor will inform AG and/or its (End) Client immediately if it becomes known that an unauthorised person is in possession of, uses or has knowledge of any Confidential Information, whether or not during the term of the Agreement or after it has ended, and it will provide the cooperation deemed reasonable to deal with such a situation;
 - g. the Contractor understands and agrees by signing this Agreement that, when the Services are provided, personal data in relation to the Representative may be processed by the (End) Client and/or AG for the administrative execution of the agreement between AG and the (End) Client. The Contractor guarantees that the Representative understands that, when the Services are provided, the (End)

Client and/or AG and/or any other party may transfer personal data regarding the Representative outside the European Union when processing data for the (End) Client and/or AG. The Contractor guarantees that the Representative has explicitly consented to such processing (including this potential transfer), subject to the proviso that any personal data are processed fairly and lawfully in accordance with the GDPR and the GDPR (Implementation) Act, and will submit proof of this at AG's request.

- 4.2 The Contractor will agree to signing any confidentiality agreement/provisions and/or any other provision that the (End) Client sends to it.

5 INTELLECTUAL PROPERTY RIGHTS

- 5.1 The Contractor and AG agree that all Intellectual Property Rights and Confidential Information, know-how and all other property rights to, including, but not confined to, all documentation and other material, including computer programs supplied by the Contractor in connection with the performance of the Services, will be vested in AG or in the (End) Client. The Contractor will ensure that any idea, method, invention, discovery, design, draft or other work that has been made or created by the Contractor in connection with the performance of this Agreement is immediately reported to AG. The Contractor and the Representative also undertake, on demand and for no consideration, to provide the cooperation necessary to realise the transfer of intellectual property rights in respect thereof, including signing supplementary deeds or registering rights.
- 5.2 The Contractor guarantees that it is entitled to use all software that it will possibly use in connection with providing the Services, that this use will not infringe the property rights and other rights of third parties, and that all licences needed to use all software have been obtained. The Contractor will always be liable for all financial and non-financial consequences of not lawfully using, obtaining and retaining any software.

6 ITEMS MADE AVAILABLE BY THE (END) CLIENT

- 6.1 The (End) Client will remain the owner of all items that it makes available to the Representative for or in connection with the work to be performed. The Contractor will always refrain from using the items made available to it in such a manner that third parties gain the possession or ownership thereof.
- 6.2 After the end of the provision of the Services, the Contractor will return to the (End) Client in good condition all items that the (End) Client provides to it and any accessories, unless the (End) Client gives it other instructions in writing. If items are not returned or are returned in damaged condition, AG will charge on to the Contractor any costs associated with this for AG. In that case, the Contractor will compensate AG for these costs.

7 OBLIGATIONS

- 7.1 The Contractor and AG will be obliged to inform each other immediately about:
- a) any change in the Services or the performance of the Services or any change relating to the Contractor, which may be relevant to the performance of this Agreement; and
 - b) any inspection by a government agency or other body, and to provide each other with a copy of (any notification of) a fine or fine report and/or a measure with respect to the performance of the Services.
- 7.2 The Contractor guarantees that it will comply with all reasonable rules of the (End) Client in the area of health and safety, site security and IT use and security, and that it will take all reasonable measures in order to guarantee its own safety and the safety of others.

- 7.3 If the Contractor is unable or unwilling to perform the Services, the Contractor must inform AG and the (End) Client thereof before 8.30 a.m. on the first day on which this occurs.
- 7.4 The Contractor undertakes that, during the term of the Agreement and a period of 12 months following the termination of the Agreement, it will not enter into any direct agreement, send price lists and/or make offers to provide similar services to the (End) Client or a subsidiary or partner company of the (End) Client or to the clients of the (End) Client, other than via AG, subject to the prior written consent of AG.
- 7.5 The Contractor will not be allowed, during the term of this Agreement as well as during 12 months after termination thereof, subject to the prior written consent of AG, to employ employees of AG as well as employees of companies affiliated with AG as well as employees of the (End) Client or companies affiliated with the (End) Client or otherwise to have them perform work for it, whether directly or indirectly, in any manner and in any form whatsoever, in the broadest sense.

8 INSURANCE AND OTHER

- 8.1 The Contractor will maintain all appropriate insurance policies in full for the duration of the Agreement, including the insurance policies required by Dutch law. These insurance policies will also include a statutory professional and business liability insurance, with a minimum cover of €1,500,000 per claim, employer's liability insurance and public liability insurance or equivalents thereof. AG can furthermore state the type and level of the required insurance in more detail in Schedule 1. The Contractor will provide AG and/or the (End) Client within thirty (30) days of its/their request to that effect with evidence relating to the taking out and continuation of the above insurance policies, including recent proof of payment of premiums. The insurance referred to above will not indemnify the Contractor in any way against its liability, not even with respect to any damage or loss not covered by this insurance or damage or loss exceeding the sums insured.
- 8.2 The Contractor guarantees to AG that the taxes, national insurance contributions and insurance premiums due, wherever they are due, have been and will be paid in good time and in full.

9 TERMINATION

- 9.1 The Agreement is entered into for the duration described in Schedule 1, after which it ends by operation of law without prior notice being required.
- 9.2 The parties are entitled to terminate this Agreement early, without stating reasons, with due observance of the notice period that applies to that party, as described in Schedule 1, without becoming liable for compensation towards the other party. Notice of termination must be given by one party to the other party in writing by registered post, recorded signed for. The aforementioned notice period will commence on the day of the written notice.
- 9.3 Each party will be entitled to terminate this Agreement with immediate effect and without judicial intervention, without becoming liable for compensation towards the other party, if:
- a. the other party has demonstrably failed to fulfil (one of) its obligations under this Agreement;
 - b. the other party's liquidation has been petitioned for, the other party has filed a winding-up petition, the other party's suspension of payments has been applied for, the other party applies for suspension of payments, application of the Dutch Debt Restructuring (Natural Persons) Act has been requested, or if the other party is wound up;

- c. a (large) part of the assets of one of the parties and/or the (End) Client is attached or (a part of) these assets are transferred to a third party, threatening to obstruct the execution of this Agreement.
- 9.4 AG will be entitled to terminate this Agreement with immediate effect and without judicial intervention, without becoming liable for compensation, if:
- a. the Contractor, for any reason whatsoever (including but not exclusively on account of illness that lasts longer than **2 weeks**) is not able to carry out the assignment;
 - b. the (End) Client has informed AG that the Representative has misbehaved in a manner that, according to its reasonable conviction, makes it unacceptable for the (End) Client to continue using the Services, or if the Representative does not meet the requirements and/or skills set by the (End) Client;
 - c. the Contractor is suspected of a criminal act or is found guilty of a criminal act which, in the view of AG, could affect the reputation of AG, its affiliated companies or the (End) Client;
 - d. the (End) Client fails to fulfil any obligations towards AG;
 - e. the Contractor for any reason whatsoever cannot fulfil its obligations under this Agreement;
 - f. it becomes evident that the Representative does not have the knowledge, experience or skill the Contractor stated they had, such at the discretion of AG and/or the (End) Client;
 - g. the agreement or the assignment between AG and the (End) Client, on the basis of which this Agreement was concluded, ends for whatever reason;
 - h. one or more of the documents listed in Article 2.8 d to f inclusive are no longer valid and have not immediately been replaced with a copy of a valid document;
 - i. it becomes evident that the Contractor has attempted to influence or has influenced the formation of the Agreement by offering or providing, or having a third party offer or provide, any personal gain to an employee or employees of AG and/or the (End) Client or any other person that has relations in any way with AG and who has been involved in the formation of the Agreement.
- 9.5 If Services are provided after the date of termination or end of the Agreement at the express request of AG, the Agreement will be deemed to have been extended for an additional period until a new Schedule 1 has been signed or the parties have entered into a more detailed agreement to this end (the 'Notional Period'). The conditions contained therein will be deemed to apply to the Services or other services provided by the Contractor during the Notional Period. During the Notional Period, AG may give notice to terminate the Agreement with immediate effect, without stating reasons and without becoming liable for compensation towards the Contractor.

10 LIABILITY, OBLIGATIONS AND INDEMNIFICATIONS

- 10.1** The Contractor undertakes, on AG's demand, to cooperate in any measures to be taken by AG to prevent or limit the possible liability of AG and/or the (End) Client for the payment of income tax and national insurance contributions and/or turnover tax in the context of the Dutch Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act (Chapter 6 of the Dutch Collection of State Taxes Act 1990). These measures may include, among other things, submitting to the Dutch Tax and Customs Administration any recently provided payment history reports to the Contractor or payments to the Contractor's G account in the amount of 40% of the fee.
- 10.2 If AG and/or the (End) Client is/are assessed for and/or held liable, wholly or partially, for payment of taxes, employee insurance contributions (both the employee's share and the employer's share), any pension contributions (both the employee's share and the employer's share) and/or associated costs, interest and/or penalties relating to the Services performed by the Contractor (or the third parties engaged by it), the Contractor

will fully indemnify AG or the (End) Client respectively, and AG or the (End) Client respectively will be able to implead the Contractor in that respect. The Contractor furthermore undertakes to cooperate, and where necessary to provide the required information, to avert any claims from the Dutch Tax and Customs Administration and/or other third parties (including pension funds) or to keep them to a minimum. In conclusion, the Contractor undertakes to compensate AG or the (End) Client respectively for the damage or loss suffered if this is followed by a liability claim of AG or the (End) Client respectively, including the costs of any legal assistance.

- 10.3 If AG itself has fulfilled the financial obligations stated above in Article 10.2 towards the Dutch Tax and Customs Administration and/or the (sectoral) pension fund, it will be entitled to set off the amounts involved in this against what it owes the Contractor under this Agreement.
- 10.4 If AG and/or the (End) Client is/are imposed one or more fines by one or more third parties, such as the Inspectorate SZW, and/or if the work of AG and/or the (End) Client is temporarily suspended because the Contractor (or any replacement engaged by it) does not have or no longer has a valid work permit, or residence permit that allows the performance of the work by the Contractor (or its replacement), the Contractor will compensate AG or the (End) Client respectively for the (total) amount of these fines as well as the loss resulting from any suspension of the work, including any increases and interest, as well as the legal costs arising from any defence against these fines.
- 10.5 If one or more fines are imposed on AG and/or the (End) Client, in connection with the Services performed by the Contractor (or third parties engaged by it), by the Inspectorate SZW and/or another body on account of violation of the prohibition on hiring in workers within the meaning of Section 7a(2) of the Dutch Placement of Personnel by Intermediaries Act, the Dutch Working Hours Act (and/or the Dutch Working Hours Decree), the Dutch Minimum Wage and Minimum Holiday Allowance Act and/or the Dutch Act on preventing sham arrangements, the Contractor will compensate AG or the (End) Client respectively for the total amount of these fines, including any increases and interest, as well as the legal expenses resulting from any defence against these fines.
- 10.6 The Contractor will be liable for all damage or loss caused by it or third parties engaged by it to AG and/or the (End) Client, or to third parties in the performance of the work under this Agreement. The Contractor will also be liable for all damage or loss suffered by AG and/or the (End) Client and/or third parties that is the consequence of the fact that the Contractor has not or not sufficiently fulfilled its obligations in connection with the Agreement. Damage or loss of AG and/or the (End) Client is also understood to include the legal expenses resulting from the defence put forward by AG and/or the (End) Client against any claims of the above third parties, amounts paid by them to third parties as a result of these claims and missed interest on these amounts.
- 10.7 AG does not accept any responsibility for, and the Contractor will indemnify AG against, any claim or action that could be instituted or brought against AG with respect to illness, injury and/or death of third parties engaged by the Contractor and/or loss of and/or damage to property of third parties engaged by the Contractor or of the Contractor itself, with the exception of situations in which the claim or action results from the acts of AG itself. The Contractor will compensate AG for the legal expenses resulting from the defence put forward by AG against the stated claims, the amounts paid by AG as a result of these claims and missed interest on these amounts.
- 10.8 AG must compensate the Contractor for all damage or loss for which the Contractor cannot be blamed and that it suffers in connection with the performance of the assignment as a result of the materialisation of the special danger associated with the assignment that exceeds the risks that the practise of the Contractor's profession entails by its nature.

10.9 The single aggregate liability of AG towards the Contractor in connection with the Agreement will be limited to €10,000.

11 PENALTY

11.1 If the provisions of Articles 4, 5, 6, 7.4 and 7.5 are violated, the Contractor must pay AG an immediately payable penalty of €10,000.00 for each violation and €1,000.00 for every day that the violation continues. Such penalties do not affect the right of AG to demand, instead of the penalties, full compensation, fulfilment of the obligations, immediate termination of the Agreement (insofar as this is still continuing) as well as to exercise any other right that AG may have. Notice of default is not required.

12 ENGAGING THIRD PARTIES

12.1 If a third party is engaged for the provision of the Services, the Contractor will include in the contract with this third party articles with the same content and purport as those of Articles 4, 5, 6, 7, 8, 10 and 11, and will formulate those articles in such a manner that AG may directly rely on them.

12.2 Engaging a third party by the Contractor may never entail replacement of the Contractor.

13 OTHER PROVISIONS

13.1 General terms and conditions of the parties do not apply to this Agreement. This Agreement replaces all previous arrangements, offers, proposals and activities between the parties and concerns the entire collection of arrangements between the parties.

13.2 If one or more provisions of this Agreement should turn out to be null and void or unenforceable, the other provisions of the Agreement will remain in force. In such a case, the purport of the Agreement will continue to be maintained as far as possible. Changes or additions to this Agreement will only be valid if agreed in writing between the parties and insofar as the changes do not affect the Agreement.

13.3 All schedules to this Agreement form an integral part of this Agreement. In the event of conflict between the provisions in any schedule and this Agreement, the provisions of this Agreement will prevail. This Agreement and any schedules can be drawn up in a language other than the Dutch language and be agreed between the parties. In the event of a conflict between the Dutch text and the translated text, the English text will always prevail; any translation in another language is merely indicative.

13.4 The Contractor will not transfer its claims against AG to any third party, unless with the prior written consent of AG.

13.5 Dutch law applies to this Agreement and the Dutch court will have jurisdiction to hear all disputes between the parties.

Drawn up and signed in duplicate on
.....:

Arrows Group B.V.

[full statutory name of the company]

By: By:
Job title: Job title:

Initials:

SCHEDULE 1

Details of (End) Client	
Name of (End) Client	
Business address of (End) Client	
Registration number of (End) Client with the Chamber of Commerce	
Location/locations where the Services will be provided	
Address for approval of hours	
Information about Services	
[Describe the scope of the contract]	
Contractor Details	
Name of the Contractor	
Representative of the Contractor	
Consultant	
Commencement date of Agreement and Services	
End date of Agreement and Services	
Mandatory qualifications, experience, training, permission from professional bodies	
Specific instructions for recording hours/days/time	XX hours a week]
AG notice period for terminating the Agreement	
Notice period for terminating the Services	
Specific insurance requirements	[As required to cover the guarantees and obligations under this Agreement]
Cost details	
Fee excluding VAT for standard hours	[Hourly rate or daily rate]
Costs of non-standard hours	
Call-out charges / additional fees / expenses	
Payment conditions	[25%/40% of Fee to be paid into G Account]
Payment terms	As per the Agreement
Confirmation of Schedule	

Initials:

Signature of AG	
Print name	
For and on behalf of Arrows Group B.V.	
Date	
Signature of the Contractor	
Print name	
For and on behalf of the Contractor	
Date	