

GENERAL TERMS AND CONDITIONS INDEPENDENT PROFESSIONALS

This document regulates the conditions under which OneStopSourcing and/or OneStopSourcing Facilities B.V. can enter into agreements with independent contractors for the performance of work.

Article 1: Definitions

The terms below, when written with a capital letter, have the meaning as laid down in this article, whereby the terms can be used in both singular and plural:

Request:	specification in which the Client specifies its need for the performance of certain Work. The Request specifies the requirements of the Client regarding the Work and the desired expertise.
AV-ZP:	these "General Terms and Conditions of Independent Professionals" for the purpose of entering into an Assignment Agreement with Independent Professional(s), being the Contractor(s), for the purpose of performing Work for Clients of OneStopSourcing.
Appendices:	All documents referred to as Annexes to these AV-ZP, which form an integral part thereof.
BW:	Dutch Civil Code.
Client:	a company or organization that enters into an Assignment Agreement with OneStopSourcing, for the purpose of performing Work at Client.
Expertise:	the specific professional competence and experience that the Contractor must possess for the performance of the Work.
Intellectual Proprietary rights:	all intellectual property rights, including but not limited to copyrights, trademark rights, design rights, database rights, source codes, patent rights, trade secrets, trade name rights and relating rights.
Location:	preferred location where the Work is performed.
Assignment:	request to the Contractor to perform Work outside of employment for the benefit of the Client, against payment of the agreed Rate.
OneStopSourcing:	OneStopSourcing focuses, in the context of its business, on bringing together supply and demand on the labour market. OneStopSourcing acts as a link between the Client and the Contractor(s), being the Self-Employed Professional(s).
Contractor:	independent professional (freelancer) who enters into an Assignment Agreement with OneStopSourcing to perform Work at its own expense and risk.
Assignment Agreement:	Assignment Agreement in accordance with article 7:400 of the Dutch Civil Code between OneStopSourcing and the Contractor, in which the Assignment is laid down and to which the AV-ZP apply.
Force majeure:	an event that cannot be attributed to the fault of the Party in question and is not at its risk, including but not limited to natural disasters, riots, acts of war, fire and explosion. Force majeure does not include strikes, shortage of personnel and inability to meet financial obligations.
Party(s):	Contractor or OneStopSourcing. When the term is used in the plural form, both the Contractor and OneStopSourcing are meant together.

Rate: the compensation that the Contractor receives for the Work performed by the Contractor pursuant to the Assignment Agreement.

Activities: labor and/or advice to be performed by the Contractor in the context of the execution of the Assignment.

Article 2: Applicability and Scope of the Terms and Conditions

1. These terms and conditions contain the general agreements between OneStopSourcing and the Contractor on the basis of which the Parties can enter into a Assignment Agreement with each other for the performance of the Work for the Clients of OneStopSourcing's Clients. The AV-ZP contains conditions that are identical (in terms of fiscal relevance) to the model agreement published by the Tax Authorities on December 9, 2016, under number 904168035. The AV-ZP also contains conditions that reflect the conditions that OneStopSourcing and the Client have agreed.
2. These AV-ZP apply to the Assignment Agreement. The applicability of the Contractor's general terms and conditions is expressly excluded.
3. The parties will conclude a separate Assignment Agreement for each Assignment. Agreements for Assignments are only entered into in writing. The specific agreements with regard to the Assignment are included in the Assignment Agreement. The agreement contains at least the following:
 - a. the description of the Work to be performed under direction (settlement based on time units) and, if applicable, the result, being the expected result on the basis of the Work performed.
 - b. the Rate.
 - c. the start date and end date, being the period within which the Work must be performed, which also apply as the start and end dates of the Assignment Agreement.
4. The Expertise that the Contractor must meet is further described in the Application. If the Contractor is not aware of the requested Expertise, OneStopSourcing will inform the Contractor of this upon request, before signing the Commission Agreement.
5. When the Client, in relation to OneStopSourcing, uses its own General Terms and Conditions, these General Terms and Conditions are also applicable to the Assignment Agreement between OneStopSourcing and the Contractor. Where provisions from these Terms and Conditions are intended for OneStopSourcing, the term OneStopSourcing should be read as Contractor and the term Client as OneStopSourcing. In the event of a conflict between the applicable documents, the order as indicated in article 2.9 applies.
6. If a provision is included in a Assignment Agreement that deviates from the AV-ZP, this deviation only applies with regard to the specific Assignment Agreement. This deviation therefore does not apply as a deviation from the AV-ZP in a general sense, or for other or future Assignments Agreement between the Parties.
7. The AV-ZP also contains conditions that may entail a third-party clause in accordance with Article 6:253 of the Dutch Civil Code. This means that certain conditions can create a direct right of action of the Client against the Contractor.
8. If any provision of these AV-ZP conflicts in whole or in part with any provision of mandatory law, the remainder of these AV-ZP will remain in full force and effect. With regard to the void, annulled or nullified provisions, the Parties shall, in consultation, determine new provisions which will come as close as possible to the purpose of the void, annulled or nullified provisions.
9. In the event of a conflict between the applicable documents, the following order of precedence shall apply:
 - a. the Commission Contract;
 - b. the AV-ZP;
 - c. the attachments);
 - d. the General Terms and Conditions of the Client.
10. If the Client modifies its terms and conditions towards OneStopSourcing or relevant laws and regulations are amended or the Tax Authorities revoke their earlier approval, OneStopSourcing can unilaterally adjust the conditions in the AV-ZP, with due observance of the principle of reasonableness and fairness. A new version of the AV-ZP will be drawn up for this purpose and the applicability of the new AV-ZP will be confirmed to the Contractor by means of an Assignment Agreement.
11. The parties acknowledge that in the context of the services provided by OneStopSourcing agreements can be entered into with companies affiliated with OneStopSourcing and that these AV-ZP will apply mutatis mutandis to those agreements.

Article 3 Consent and Autonomy

1. Parties wish to contract with each other exclusively on the basis of a Assignment Agreement within the meaning of Article 7:400 et seq. of the Dutch Civil Code.
2. Parties emphasize that they do not intend to enter into an employment agreeme within the meaning of Article 7:610 et seq. and 7:690 et seq. of the Dutch Civil Code.
3. Parties expressly wish to prevent the applicability of the fictitious employment relationship of an intermediary.
4. Parties choose not to apply the fictitious employment of home workers or equivalents when the occasion arises and to draw up and sign the Assignment Agreement for this purpose before payment is made.
5. The parties emphasize that they intend to create no withholding obligation for OneStopSourcing under the Wages and Salaries Tax Act 1964 and no insurance obligation for the Contractor under the WW, ZW and the WIA.
6. Since the Parties only wish to contract with each other on the basis of an Assignment Agreement, the Parties undertake to ensure that their actual conduct in executing the Assignment Agreement and the Work is in accordance with the content and scope of the AV-ZP and the Dutch Civil Code in which the Assignment Agreement is laid down.
7. The Contractor confirms that he is an independent entrepreneur and will perform the Work at his own expense and risk. The Contractor guarantees that he is registered in the trade register of the Chamber of Commerce and has a VAT number with the Dutch Tax and Customs Administration. The Contractor guarantees that he has no indications that the Tax Authorities have investigated his entrepreneurship for income tax purposes and/or asked him questions about it. In addition, the Independent Professional undertakes to report any change in this situation to OneStopSourcing.
8. Parties understand that with the approval of these AV-ZP within the framework of the Law regarding Self Employed Professionals (Wet DBA) the Tax Authorities do not give a judgement about the fiscal entrepreneurship of the Self-Employed Professional. The Contractor will keep OneStopSourcing informed about organisational and personnel developments and/or changes within its organisation if and insofar as these are of importance for the performance of a Assignment Agreement.
9. It has been explicitly agreed between the Parties and with the Client that the Work will be performed on the basis of an Assignment Agreement.
10. The Contractor is aware of the requirements and risks of (fiscal) entrepreneurship.
11. Parties explicitly state that it is their intention to (continue to) characterise their relationship under this Agreement as an Assignment Agreement as referred to in article 7:400 of the Dutch Civil Code and not as an employment relationship as referred to in article 7:610 of the Dutch Civil Code. Parties are obliged towards each other to actually perform and give substance to this agreement in accordance with their intention to enter into an Assignment Agreement.
12. The Contractor declares that he has sufficient expertise to perform the Work independently and without further explanation from OneStopSourcing and/or the Client.
13. The Contractor has its own responsibility and is therefore fully responsible for the performance of the Work.
14. The Contractor is free to choose the way in which the Work is performed within the scope of the Work, with due regard for the interests of OneStopSourcing and/or the Client.
15. The parties are aware that it may happen that the Contractor works in a team and/or performs similar activities that are also performed by employees of the Client or third parties. The parties are aware that the provisions of article 5 paragraph 2 are relevant in this respect. The Contractor also acknowledges that it has no direct legal relationship with the Client and/or OneStopSourcing, nor does it claim an employment contract with the Client and/or OneStopSourcing during or after the Assignment.

Article 4: Responsibilities and Obligations OneStopSourcing

1. OneStopSourcing guarantees to the Contractor that it performs its services with due skill, care and professionalism.
2. OneStopSourcing is affiliated with Bovib (Industry organization for intermediaries and brokers) and must follow the Bovib's code of conduct (see www.bovib.nl).
3. OneStopSourcing expressly agrees that the Contractor will also perform work for other Clients.

**Article 5: Contractor's responsibilities and obligations **

1. The Contractor accepts the Assignment and thus accepts full responsibility for the proper execution of the Work.
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3. The Contractor will organise the Work independently. If the Contractor works with others, he will coordinate his work with OneStopSourcing and the Client and any third parties to the extent required for the fulfilment of the Assignment, in order to ensure that the Work can be carried out properly. If necessary for the Work, the Contractor will comply with the working hours of the Client. It is the Contractor's responsibility to coordinate the execution of the Work with the Client in the event of advancing insight or changed circumstances.
4. The Contractor guarantees to the Client that the Contractor will act in accordance with the Client's policy, procedures and house rules that are not exclusively applicable to employees (for example, safety rules), of which the Contractor will inform itself independently, if and insofar as this does not affect compliance with the provisions of the third paragraph of this article.
5. The Contractor guarantees that the Independent Professional has the level of education, expertise, diplomas and certifications, the experience and the competencies to execute the Assignment Agreement properly and in accordance with any applicable regulations (statutory or otherwise).
6. The Contractor guarantees that the Work will be performed with the greatest possible care as referred to in Section 7:401 of the Dutch Civil Code.
7. The Contracted Party must comply with any instructions concerning the result of the Assignment that are issued and justified in good time by the Client. These instructions will be specified as much as possible and will be included in the Assignment Agreement with due observance of the nature of the Assignment.
8. The Contractor will report to the Client regarding the manner in which he has performed the Work once this has been completed. The nature and scope of the information to be provided must be in line with the nature and scope of the Assignment.
9. The Contractor is responsible for the implementation, quality and continuity of the Work
10. Parties intend that the provisions of this Agreement will not lead to the creation of an employment contract in the sense of Article 7:610 and/or Section 7:690 of the Dutch Civil Code between OneStopSourcing and the Contractor or between the Client and the Contractor.

Article 6: Responsibilities and obligations of the Client

1. OneStopSourcing has stipulated the following for the benefit of the Contractor:
 - a. The Client will specify in the Request for Work, what kind of expertise the Contractor needs to have, what kind of Work must be performed and an estimate of the period during which the Work must be performed.
 - b. The Client is obliged to grant the Contractor access to the Location, as well as to enable the Contractor to perform the Work at the Client's premises under acceptable conditions.
 - c. The Client will comply with all necessary safety requirements in respect of the areas in which and the items with which the Contractor works and will take such measures and provide such instructions as are reasonably required to prevent the Contractor from suffering losses when performing the Work.
 - d. The Contractor will use his own tools, resources or materials to perform the Work, unless the nature of the Work and/or the Client's safety requirements require the Client to make equipment, resources or materials available. The Contracted Party will owe a fair compensation for this. This fee will be included in the Tariff, unless agreed otherwise. The Contractor must act with due care in respect of these items. Upon termination of the Assignment Agreement and/or upon the Client's first request, the Contractor shall return all items made available within 24 hours after termination of the Assignment Agreement or after the Client's request. Any damage to the items referred to may be recovered from the Contracted Party. The Parties emphasise that the provision of tools and materials is necessary for the execution of the Work.
2. If the Client fails to fulfill its obligations under this article, the Contractor can hold OneStopSourcing liable in this respect.

Article 7: Term, extension and termination of the Assignment Agreement

1. An Assignment Agreement comes into effect on the start date stated therein and is entered into for a definite period of time..
2. The start date and end date, as stated in the Assignment Agreement, determine the period within which the Work must be carried out or the result that must be achieved.
3. The Assignment Agreement can be extended for a period to be determined by the Client and the Contractor in mutual consultation. The Contractor must inform OneStopSourcing in writing before the end of the current period. OneStopSourcing will confirm the agreed (new) end date of the Assignment Agreement in writing to the Contractor as soon as the corresponding confirmation is received from the

Client. The Contractor realises that in case of a late extension the possible risks, such as delayed payment of the Contractor's invoices, are for the account of the Contractor.

4. In accordance with article 7:408, paragraph 1, of the Dutch Civil Code, OneStopSourcing is entitled to terminate the Assignment Agreement by giving written notice to terminate at any date, without OneStopSourcing or the Client being liable for compensation in this case.
5. Pursuant to article 7:408, paragraph 2, of the Dutch Civil Code, the Contractor is not entitled to terminate the Assignment Agreement by giving notice, unless Parties have agreed otherwise in writing in the Assignment Agreement. In this context, serious reasons shall in any event not mean the following: commercial interests of the Contractor.
6. Parties are entitled to terminate the Assignment Agreement with immediate effect by giving notice, without judicial intervention or notice of default being required, if one of the Parties
 - Is dissolved or liquidated;
 - ceases its activities;
 - is declared bankrupt or granted a suspension of payments;
 - fails to fulfil its obligations under the Assignment Agreement or does not do so on time, after and despite fails to fulfil its obligations under the Assignment Agreement, or fails to do so on time, after and despite a written request to do so within a reasonable period of time and performance has still not been completed.
7. Termination of the Assignment Agreement shall expressly not release the Parties from their obligations arising therefrom in respect of Article 13 (intellectual property rights and confidentiality) and Article 14 (liability).

Article 8: Working days, working hours and location

1. The working days and working hours will be determined by mutual agreement between the Client and the Contractor, on the understanding that the nature of the Work may require the Contractor to be expected at certain times.
2. In the event that the Contractor is absent due to leave or illness, the Assignment Agreement will continue, and the start and end dates of the Assignment Agreement will therefore remain unchanged. In the event of long-term absence, the provisions of Article 9 shall apply.
3. If required for the Work, it will, in principle, be performed at the Client's office(s). In certain cases, the Contractor can perform the Work at another location, in consultation with the Client.

Article 9: Replacement

1. The Assignment has been issued to the Contractor on the basis of the Contractor's specific expertise. The Contractor is free to arrange for someone else to replace the Contractor during the Work. The Contractor will notify the Client and OneStopSourcing who will perform the Work on his behalf prior to the replacement. The Client does not have the right to refuse the replacement, unless the Client establishes that the replacement does not meet one or more of the qualifications stated in the Application or the Assignment Agreement.
2. The Contractor will remain responsible for the quality of the Work and for compliance with the Assignment Agreement and these AV-ZP, also during the replacement. The Contractor will agree a third-party clause with its replacement vis-à-vis the Client with regard to what the Parties have agreed in Article 13 of this Agreement in terms of intellectual property rights insofar as these arise from the Assignment, such that the Client has the same rights as it would have had if the Contractor had not replaced itself. for the part of the fee as referred to in Article 10 that relates to the work performed by the replacement. The replacement is not allowed to invoice the Client and/or OneStopSourcing directly.
3. The Contractor shall invoice OneStopSourcing for the part of the fee as referred to in article 10 that relates to the Work performed by the substitute. The substitute is not permitted to invoice the Client and/or OneStopSourcing directly.
4. In the event that the Contractor is unable to perform the Work for more than two consecutive weeks, due to illness or otherwise, OneStopSourcing is entitled at the request of the Client - but not obligated - to demand that the Contractor arrange for a substitute to perform the work, which will be done by the Contractor.
5. Replacing the Contractor will not lead to additional costs for the Client or OneStopSourcing. The parties and the Client will determine any additional costs of this replacement in mutual consultation before the replacement starts the work.

Article 10: Compensation

1. For the performance of the Work, OneStopSourcing owes the Contractor the Rate stated in the Assignment Agreement as compensation, without prejudice to the provisions of this article. The Rate is a cost price excluding the turnover tax due and including all costs, including all relevant tax and social premium obligations and insurances involved.
2. The parties emphasize that the Rate is determined on the basis of supply and demand and has not been imposed unilaterally by OneStopSourcing nor the Client. The parties also emphasize that the Rate is not a wage agreement within the meaning of Section 7:610 of the Dutch Civil Code. The Contractor is responsible for the payment of the turnover tax due and, if applicable, payroll taxes and employee insurance premiums.
3. Only the actual hours worked by the Contractor shall be eligible for reimbursement.
4. OneStopSourcing does not owe any compensation to the Contractor for the hours that the Contractor does not perform the Work due to illness, leave or another circumstance that can be attributed to the Contractor.
5. OneStopSourcing does not distinguish between hours worked on normal working days or on weekends and/or holidays, nor between hours worked during or outside office hours, unless agreed otherwise in writing.
6. If a daily allowance has been agreed, OneStopSourcing will owe this daily allowance to the Contractor for each day on which the Contractor has performed the Work for at least eight (8) hours, regardless of the actual number of hours worked.
7. OneStopSourcing is not liable for any compensation for Work that is performed before the start date or after the end date of the Assignment Agreement.
8. Business travel and accommodation costs will only be reimbursed if and insofar as OneStopSourcing has given prior written approval for these expenses to be incurred.

Article 11: Reporting of hours, invoicing and payment

1. The Contractor shall ensure that proper time sheets are kept in the manner requested by the Client and/or OneStopSourcing. These timesheets are final once approved by the Client.
2. The completed and approved timesheet as well as the (extended) Commission Agreement form the basis of the Contractor's invoicing to OneStopSourcing.
3. If not all documents required by OneStopSourcing have been received (or returned) before payment is made, the payment term starts when all documents are in OneStopSourcing's possession.
4. The Contractor will invoice OneStopSourcing for the work that has been performed in accordance with the Agreement. The invoice is based on the hours approved by the Client. The Contractor must enclose the timesheet approved by the Client, unless the Contractor has accounted for his hours in OneStopSourcing's digital timesheet system.
5. The Contractor's invoices must meet the statutory requirements and state the number of hours, the rate, the month and the year in which the Work was performed. The invoicing guidelines are included as an appendix to the Assignment Agreement.
6. The Contractor's invoices must be drawn up by the Contractor's legal entity and addressed to the correct legal entity of OneStopSourcing, i.e. the entity with which the Assignment Agreement has been entered into.
7. Invoices that meet the requirements set forth in this article will be paid to the Contractor by OneStopSourcing within the payment term specified in the Assignment Agreement, after receipt of the invoice and the approved timesheets.
8. In the event of a difference of opinion about the correctness of the invoice and/or the timesheet, the Parties will consult with each other as soon as possible. In that case, the payment term referred to in the seventh paragraph of this article starts as soon as the Parties have reached agreement on the correctness of the invoice or receipt by OneStopSourcing of the correction invoice sent by the Contractor.
9. The Contractor is aware that it runs a debtor's risk. This means that non-payment by the Client of OneStopSourcing's invoices, for whatever reason, means that OneStopSourcing has no obligation to pay the corresponding invoices in accordance with this article.

Article 12: Compliance

1. Parties intend that there is no question of the provision of labour under management and supervision and that therefore the Waadi (Act on allocation of labour by intermediaries) and the Recipients' Liability, which is laid down in the Collection of State Taxes Act 1990, are not applicable.

2. Parties wish to avoid the applicability of the fictitious employment relationship of intermediary services. This requires fulfilment of the condition that the Contractor performs the Work in the course of a business or in the independent practice of a profession. Parties establish that for this condition to be continuously met it is important that the Contractor is not too dependent on the Assignment Agreements concluded with OneStopSourcing for the acquisition of assignments and revenues (economic independence). OneStopSourcing will keep track of the number, duration and scope of the Commission Agreements concluded by the parties. If OneStopSourcing reasonably doubts the aforementioned economic independence of the Contractor, OneStopSourcing will not conclude any further Assignment Agreements with the Contractor until the doubts have disappeared. OneStopSourcing will inform the Contractor in writing when the aforementioned doubt arises.
3. The Contractor is obliged to submit at least the following documents to OneStopSourcing prior to signing the Assignment Agreement:
 - Copy of the Contractor's registration in the Trade Register at the Chamber of Commerce (not older than three months);
 - A copy of a recent proof that the Contractor has a turnover tax number, unless the turnover tax number, unless the Activities are exempt from turnover tax;
 - Other documents required by OneStopSourcing and/or Client.
4. At the start, during and upon termination of an Assignment Agreement, the Contractor is obliged, at the request of OneStopSourcing, to provide truthful information in writing and to answer any questions (lists) that may arise that could determine to what extent the actual performance of the Assignment Agreement could lead to the suspicion of the existence of a (fictitious) employment relationship between the Parties. OneStopSourcing has the exclusive right to formulate these questions or lists.
5. The Contractor indemnifies OneStopSourcing against all damage to be suffered by OneStopSourcing in this regard, including costs, statutory interest and tax interest, that is the result of an additional assessment of payroll tax (including wage tax and social security contributions) by the Tax Authorities on the basis of a privatelaw or fictitious employment relationship with regard to the Contractor's Work, provided that the additional assessment by the Tax Authorities is based on a factual circumstance from which it appears that the Contractor performed the Work under private law or fictitious employment.
6. OneStopSourcing may request additional information from the Contractor in connection with the implementation of statutory regulations and provide this information to the Client. OneStopSourcing and the Client will comply with the obligations arising from the GDPR. The Contractor is not liable for the damage if OneStopSourcing and/or the Client have not complied with any obligation under the GDPR.
7. The Contractor agrees in advance that OneStopSourcing can provide the Client with copies of the documents provided by the Contractor as well as of the Contract for Assignment(s) agreed with the Contractor.
8. OneStopSourcing is entitled to terminate the Assignment Agreement with immediate effect and without being liable for compensation, if OneStopSourcing is of the opinion that there is an unacceptable risk for OneStopSourcing or the Client on the basis of legislation and regulations, or that Contractor OneStopSourcing does not provides sufficient information about changes in the facts and circumstances, as referred to in this article.
9. The Contractor must contact OneStopSourcing if the Contractor is of the opinion that the Contractor threatens to actually perform the Work as employee in the Client's service. OneStopSourcing will then consult with the Client to determine whether the Contractor is performing the Work in the sense referred to above. If OneStopSourcing concludes that this is the case, it will notify the Client and the Contractor in writing and give the Client and the Contractor a term to do everything possible or to refrain from doing anything in order to ensure that the Contractor will no longer be employed by the Client for the Work. If the Client and/or the Contractor do not meet this deadline, OneStopSourcing is entitled to immediately terminate the Agreement with the Contractor without being obliged to pay any compensation.

Article 13: Intellectual property rights and confidentiality

1. All Intellectual Property Rights owned by the Contractor or the Client prior to commencement of the Assignment remain the property of the relevant Party. Neither the Contractor nor the Client is authorized to make use of its Intellectual Property Rights other than for the performance of the Work without the permission of the other party.
2. The Client will own the Intellectual Property Rights that arise during or in connection with the execution of the Work or that become available for establishment.
3. The Contractor hereby expressly waives its right to oppose changes in its work where the Intellectual Property Right belongs to the Client by virtue of this article.

4. The Contractor grants the Client a non-exclusive license for an indefinite period of time with regard to (parts of) software, documentation and other data, used by the Contractor in the execution of the Work and for which the Intellectual Property Rights (pursuant to paragraph 1 of this article) will not be vested in the Client.
5. The Contractor grants the Client the right to use the licenses. The Client will be allowed to use the licenses with due observance of the license conditions of the rightholder. In the event that the Contractor is not entitled to grant a license to the Client, as stipulated above in this article, the Contractor will consult with the Client prior to the conclusion of the Assignment Agreement to assess whether the inability to provide the license leads to an undesirable situation for the Client. If the Contractor is not authorised to grant a license to the Client, as stipulated above in this article, OneStopSourcing is entitled to refrain from the conclusion of the Assignment Agreement without further compensation.
6. The Contractor guarantees that the Contractor does not violate any Intellectual Property Rights of the Client or third parties. The Contractor shall indemnify the Client and OneStopSourcing against, and compensate the Client and OneStopSourcing for, any claims by third parties regarding (alleged) infringements by the Contractor of Intellectual Property Rights of third parties.
7. Parties undertake to treat all data and information that they obtain from the other Party and the Client during the term of the Assignment Agreement as confidential and to keep it secret from third parties, unless the other Party or the Client has agreed in advance in writing to disclose or notify a third party. This non-disclosure also extends to the information about the organisation, business operations and developments of the Parties and the Client that the other Party obtains pursuant to the Assignment Agreement. This confidentiality does not extend to data that has entered the public domain, other than through breach of the Assignment Agreement or to information requested by the competent authorities.
8. Parties shall be in default by operation of law by any breach or non-performance of the provisions of this article. In that case, the Party in breach or non-compliance shall forfeit to the other Party an immediately payable penalty per event and also a daily penalty for each day that the Party fails to comply or is in breach, without prejudice to the other Party's right to claim compliance and/or additional compensation through the courts. The specific penalty amounts owed are stated in the Assignment Agreement.

Article 14: Liability

1. Parties guarantee towards each other the proper fulfilment of all obligations relating to them under the Assignment Agreement (and all obligations related thereto, also under these AV-ZP).
2. OneStopSourcing is liable for damage suffered by the Contractor, the Client or third parties if OneStopSourcing has been negligent in the performance of its services and the damage is a direct consequence of such action/inaction by OneStopSourcing.
3. The Contractor is liable for damage related to the execution of the Assignment Agreement. The Contractor shall indemnify OneStopSourcing and the Client against all claims and losses, as well as all claims by third parties for compensation of any damage, including damage as a result of death or physical injury, in connection with the execution of the Assignment Agreement. The Contractor is only liable if there is an attributable shortcoming on the part of the Contractor and in so far as the Contractor could or could have exerted any influence in this respect.
4. In the event that, in the Client's opinion, the Contractor performs the Work in such a way that it results in faulty work (due to a lack of expertise, lack of workmanship and/or carelessness on the part of the Contractor), and/or the result does not correspond to the expectations specified in the Assignment Agreement, the Client may, despite the fact that any hours worked have been approved, demand that the Contractor performs the Work again or repairs it as quickly as possible and at the expense of the Contractor so that, in the Client's opinion, the work is no longer faulty and/or the result unsatisfactory. If, in the opinion of the Client, the re-performance or repair is not possible, OneStopSourcing has the option, at the Client's request, to
 - a. terminate the Assignment Agreement with immediate effect and have the Work performed by a third party, at the expense of the Contractor;
 - b. to terminate the Assignment Agreement with immediate effect and demand compensation from the Contractor.
5. The parties are not liable for indirect damage, including lost profit, lost savings and damage due to business interruption.
6. The liability as referred to in paragraphs 2, 3 and 4 of this Article is limited to a maximum amount per event or series of related events. The maximum amount is specified in the Assignment Agreement.
7. The limitation as included in paragraph 6 of this article does not apply in the event of:

- a. claims by third parties for compensation as a result of death or injury;
 - b. wilful intent, gross negligence or deliberate recklessness;
 - c. damage as a result of non-compliance with the obligations as described in article 12;
 - d. infringement of intellectual property rights or of the obligations of confidentiality as referred to in Article 13.
8. The Contracted Party will ensure that it has adequate company and professional liability insurance for the duration of the Assignment with a minimum cover per event or series of related events. The minimum coverage amount is specified in the Assignment Agreement. The Contractor will provide OneStopSourcing with proof of this coverage upon request. The Contractor shall inform OneStopSourcing without delay of any changes that occur in the insurance as referred to in this article, if a change can affect the insured capacity of the Contractor and/or the Contract for Work
9. OneStopSourcing is free to terminate the Assignment Agreement at any time or to suspend payment for the work performed if the Contractor fails to fulfil his obligations arising from the Assignment Agreement (and all obligations that are also related to this AV-ZP). Exercise of this right to suspend does not discharge the Contractor of his obligations under the Assignment Agreement.

Article 15: Non-competition and non-solicitation clause

1. The Contractor is explicitly permitted to work for clients other than OneStopSourcing or the Client during the Assignment Agreement and after its conclusion.
2. The Contractor and the companies affiliated to its group, its employees and third parties working for it are not permitted to work for OneStopSourcing without the prior written consent of OneStopSourcing. It is prohibited for the Contractor and companies belonging to the OneStopSourcing group, its employees and third parties working for OneStopSourcing, to perform work for the Client, directly or indirectly, without the intervention of OneStopSourcing during the duration of an Assignment Agreement and for a period of six months after its expiration.
3. If the Contractor, its employees or third parties working for it violate the prohibition mentioned in paragraph 2 of this article, the Contractor will forfeit to OneStopSourcing an immediately payable fine for each violation and a fine for each day that such a violation continues. The specific penalty amounts are mentioned in the Assignment Agreement.

Article 16: General provisions

1. Any agreement already concluded between the Parties, as well as between the Client and the Contractor, is not valid for the Assignment Agreement(s) between the Parties to which these AV-ZP apply.
2. Amendments and additions to the AV-ZP and/or Assignment Agreement(s) are only valid if they have been laid down in writing and both Parties have expressly agreed to the amendments and/or additions by signing them.
3. In the event of force majeure, fulfilment by the parties concerned of their obligations arising from the AV-ZP and/or Assignment Agreement shall be suspended in whole or in part for the duration of the force majeure, without either party being liable to pay the other party compensation in this respect. A case of Force Majeure shall be immediately notified in writing and written evidence shall be provided to the other Party as soon as possible.
4. If any provision of the AV-ZP or an Assignment Agreement proves to be non-binding, the other provisions shall remain in full force and effect between the Parties. The Parties undertake to replace the non-binding provision by a provision that is binding and, having regard to the purpose and purport of the AV-ZP and the Assignment Agreement, deviates as little as possible from the non-binding provision. In particular, the parties undertake to amend the AV-ZP or an Assignment Agreement in accordance with the provisions of this paragraph if legislative changes affect the content of the AV-ZP or an Assignment Agreement.

Article 17: Applicable law and disputes

1. Dutch law applies to this AV-ZP and every Assignment Agreement.
2. In the event of a dispute between the Parties, arising from or related to (the implementation of) this AV-ZP or a Assignment Agreement, Parties will attempt to reach an amicable settlement in mutual consultation. If the Parties do not succeed in doing so within a reasonable period of time, the dispute will be submitted to the competent court.

Leusden, November 2021