

GENERAL TERMS AND CONDITIONS INDEPENDENT PROFESSIONALS

To regulate the conditions under which OneStopSourcing and/or OneStopSourcing Facilities B.V. may enter into Contracts for the performance of Work with independent Contractors.

Article 1 - Definitions

The terms below, when capitalised, have the meanings set out in this article, where the terms may be used in either singular or plural:

Application:	Specification in which the Client sets out its requirements for the performance of certain Work. In the Request, the requirements set by the Client regarding the Work and the desired Expertise are made known.
AV-ZP:	These "General Terms and Conditions of Independent Professionals" for the purpose of entering into an agreement of assignment with Independent Professional(s), being the Contractor(s), for the purpose of performing work at Clients of OneStopSourcing.
Annexes:	All documents called Annexes to this AV-ZP, which form an inseparable part thereof.
BW:	Civil Code.
Client:	Company or organisation that enters into an assignment agreement with OneStopSourcing, in these GTC-ZP also referred to, in addition to OneStopSourcing, as Client.
Expertise:	Specific professional competence and experience that the Contractor must meet to perform the Work.
Intellectual Property Rights:	All intellectual property rights, including but not limited to copyright, trademark rights, design rights, database rights, source codes, patent rights, trade secrets, trade name rights and neighbouring rights.
Location:	Preferred location where the Work will be performed.
Assignment:	Request to the Contractor to perform Work for the Client outside employment against payment of the agreed Rate.
Client:	OneStopSourcing or the client of OneStopSourcing. OneStopSourcing focuses, within the scope of its business, (among other things) on bringing together supply and demand in the labour market. OneStopSourcing hereby acts as a link between its Client(s) and the Contractor(s) being Independent Professional(s).
Contractor:	Self-employed entrepreneur who agrees a Contract of Engagement with OneStopSourcing to perform Work at his own expense and risk. to perform Work at his own expense and risk.
Engagement Agreement:	Assignment Agreement in accordance with Article 7:400 of the Dutch Civil Code between OneStopSourcing and Contractor, which sets out the Assignment and to which the AV-ZP shall apply.
Force majeure:	An event which is neither due to the fault of the Party concerned nor 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 (-en):	Contractor or OneStopSourcing. When the term is used in the plural form, Contractor and OneStopSourcing are meant together.
Rate:	The fee received by the Contractor for the Work performed by the Contractor, pursuant to the Assignment Agreement.
Operations:	Work and/or advice to be performed by the Contractor in the context of the execution of the Assignment.

Article 2: Applicability and scope of conditions

1. These terms and conditions contain the general agreements between OneStopSourcing and the Contractor under which the Parties may enter into a Contract of Engagement with each other for the performance of Work at OneStopSourcing's Clients. The AV-ZP contains terms and conditions that are identical (in terms of tax relevance) to the general terms and conditions and Contract of Engagement' assessed by the Tax Authorities on 18 February 2022 *under number* 91321.69656.1. Also, the AV-ZP contains terms and conditions that mirror those agreed between OneStopSourcing and Client.
2. These GTC-ZP apply to the Engagement Agreement. The applicability of the Contractor's general terms and conditions is expressly excluded.

3. The parties shall conclude a separate Assignment Agreement for each Assignment. Assignment Agreements shall only be entered into in writing. The Engagement Agreement shall include the specific agreements relating to the Engagement. The Agreement contains at least:
 1. the description of the Work under direction (settlement on the basis of time units) and, if applicable, the result, being the expected result on the basis of the Work performed;
 2. the Tariff;
 3. the start date and end date, being the period within which the Work is to be performed which also count as the commencement date and end date of the Agreement of Assignment.
4. The Expertise the Contractor is required to meet is detailed in the Application. If Contractor is not aware of the requested Expertise, OneStopSourcing will inform Contractor of this on request, before signing the Engagement Agreement. The Expertise will then still be recorded between the Parties in an annex to the Engagement Agreement.
5. It is also possible that Principal, in relation to OneStopSourcing, applies General Terms and Conditions. If so, these General Terms and Conditions shall also apply to the Engagement Agreement between OneStopSourcing and Contractor. Where provisions of these General Terms and Conditions are actually intended for OneStopSourcing, instead of OneStopSourcing should be read Contractor and instead of Client should be read OneStopSourcing. In case of conflict between applicable documents, the order as indicated in clause 2.9 shall apply.
6. If an Assignment Agreement contains a provision that deviates from the GC-ZP, such deviation shall apply only to the specific Assignment Agreement. Such deviation therefore does not apply as a deviation from the GTC-ZP in a general sense, or to other or future Engagement Agreements 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 may create a direct right of action by the Client against the Contractor.
8. Should any provision of these GC-ZP be in breach of any provision of mandatory law, the remainder of these GC-ZP shall remain in full force. As regards the null, nullified or annulled provisions, the Parties shall consult together to determine new provisions that come as close as possible to the meaning of the null, nullified or annulled provisions.
9. In case of conflict between applicable documents, the following order of precedence shall apply:
 - a. the Engagement Agreement;
 - b. the AV-ZP;
 - c. The Annex(es);
 - d. Client's General Terms and Conditions.
10. If Client amends its terms and conditions towards OneStopSourcing or relevant laws and regulations are amended or the Tax Authorities revoke the previously granted approval, OneStopSourcing may, with due regard to the principle of reasonableness and fairness, unilaterally amend the terms and conditions in the AV-ZP. For this purpose, a new version of the AV-ZP shall be prepared and the applicability of the new AV-ZP shall be confirmed to Contractor per Contract Agreement.
11. The parties acknowledge that agreements may be entered into with OneStopSourcing's affiliates within the scope of OneStopSourcing's services and that these GTC-ZP will apply mutatis mutandis to such agreements.

Article 3: Will and autonomy

1. The parties wish to contract with each other solely on the basis of a Contract of Engagement within the meaning of Article 7:400 et seq. of the Dutch Civil Code.
2. The parties emphasise that they do not intend to enter into an employment contract within the meaning of Sections 7:610 et seq. and 7:690 et seq. of the Civil Code.
3. The parties expressly wish to avoid the applicability of the fictitious employment of intervention.
4. The parties choose to disapply, in appropriate cases, the fictitious employment of homeworkers or assimilated workers as referred to in sections 2b and 2c of the Wage Tax (Implementation) Decree 1965 and sections 1 and 5 of the Decree on the indication of cases in which the employment relationship is regarded as an employment relationship (Decree of 24 December 1986, Bulletin of Acts and Decrees 1986, 655), and to that end draw up and sign this agreement before payment is made.
5. The parties emphasise that it is their intention that OneStopSourcing will not be subject to any withholding obligation under the 1964 Wage Tax Act and will not be subject to any insurance obligation for the Contractor under the WW, ZW and WIA.

6. As the Parties wish to contract with each other exclusively on the basis of an Assignment Agreement, the Parties undertake to ensure that their actual conduct in the execution of the Assignment Agreement and the Work complies with the content and purport of the AV-ZP and the BW in which the Assignment Agreement is laid down.
7. The Contractor confirms that he is an independent entrepreneur and performs the Work for his own account 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 Tax and Customs Administration. The Contractor guarantees that he does not have any indications that the Tax Authorities have investigated his entrepreneurship for income tax purposes and/or have asked him questions about this. 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 under the DBA Act, the Tax Authorities do not give an opinion on the tax entrepreneurship of the Independent Professional. Contractor shall keep OneStopSourcing informed of organisational and personnel developments and/or changes within its organisation if and insofar as they are relevant to the performance of an Engagement Agreement. It is expressly agreed between the Parties and with the Client that the Work will be performed on the basis of Engagement Agreement. The Contractor is aware of the requirements and risks of (tax) entrepreneurship.
9. The parties expressly declare that it is their intention to (continue to) designate their relationship under this agreement as an agreement for services 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. The parties are obliged towards each other to actually implement and give substance to this agreement in accordance with their intention to enter into a contract for services.
10. Contractor declares to have sufficient Expertise to perform the Work independently and without further clarification from OneStopSourcing and/or Client.
11. The Contractor has its own responsibility and is therefore fully responsible for the performance of the Work.
12. Within the scope of the Work, the Contractor is free in the manner in which the Work is performed, subject to the provisions of Article 5.
13. The Parties are aware that the Contractor may work as part of a team and/or perform similar work which is also performed by employees of the Client or third parties. The Parties are aware that the provisions of Article 5.2 are relevant in this respect. The Contractor also acknowledges that he has no direct legal relationship with the Client and/or OneStopSourcing, nor does he have any claim to employment with the Client and/or OneStopSourcing during or after completion of the Engagement.

Article 4: Responsibilities and obligations of OneStopSourcing

1. OneStopSourcing warrants to Contractor that it performs its services competently, with care and professionalism.
2. OneStopSourcing is a member of the Bovib (Branch organisation for intermediaries and brokers) and must follow the Bovib's code of conduct (see www.bovib.nl).
3. OneStopSourcing expressly agrees that Contractor also performs work on behalf of other Clients.
4. OneStopSourcing will keep Contractor informed of organisational and personnel developments and/or changes within its organisation if and to the extent they are relevant to the execution of an Engagement Agreement.
5. OneStopSourcing undertakes to put the interests of its Client and those of the Contractor first and to act neutrally as a good Client.

Article 5: Responsibilities and obligations Contractor

1. The Contractor accepts the Assignment and thereby accepts full responsibility for the proper performance of the Work.
2. Contractor assigns the Work independently. However, to the extent necessary for the fulfilment of the Assignment, in case of collaboration with others, coordination will take place with OneStopSourcing and the Client and any third parties, so that the Work can be properly performed. If necessary for the Work, the Contractor shall align with the working hours at the Client. It is the responsibility of the Contractor, in case of advancing insight or changed circumstances, to further coordinate the performance of the Work with the Client.
3. Contractor is completely independent when performing the Work. He shall perform the agreed Work at his own discretion and without supervision or direction from OneStopSourcing and Client. OneStopSourcing and Client may give directions and instructions regarding the result of the Assignment.
4. The Contractor warrants to the Client that the Contractor will act in accordance with the Client's non-exclusive employee policies, procedures and house rules (e.g. safety rules), of which the Contractor independently informs itself, if and insofar as this does not affect 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, experience and competences to properly perform the Engagement Agreement and in accordance with any applicable regulations (legal or otherwise).
6. The Contractor guarantees that the Work will be performed with the utmost care as referred to in Article 7:401 of the Dutch Civil Code.

7. The Contractor is obliged to comply with timely and responsible instructions given by the Principal regarding the result of the Assignment. These instructions will be included in the Assignment Agreement in as much detail as possible and with due observance of the nature of the Assignment.
8. The Contractor is accountable to the Client for the manner in which he has performed the Work after it has been completed. Nature and scope of the to Contractor has the responsibility over the execution, quality and continuity of the Assignment. The Contractor is responsible for the execution, quality and continuity of the Work.
9. The parties intend that the provisions of this agreement shall not lead to the creation of an employment contract within the meaning of Section 7:610 and/or Section 7:690 of the Dutch Civil Code between OneStopSourcing and Contractor as well as between Client and Contractor.

Article 6: Responsibilities and obligations Client

1. OneStopSourcing has stipulated the following for the benefit of Contractor with Client:
 1. In the Application, the Principal will indicate which Expertise the Contractor must possess, which Work must be performed, as well as an estimate of the period during which the Work must be performed.
 2. The Client is obliged to grant the Contractor access to the Location, as well as to enable the Contractor to perform the Work under acceptable conditions at the Client's premises.
 3. The Client shall comply with all necessary safety requirements with regard to the spaces in which and with regard to the items with which the Contractor works and shall take such measures and provide such instructions for the performance of the Work as are reasonably necessary to prevent the Contractor from suffering damage when performing the Work.
 4. For the performance of the Work, the Contractor uses his own tools, auxiliary materials or materials, unless the nature of the Work and/or the Client's safety requirements make it necessary for the Client to provide tools, auxiliary materials or materials. The Contractor will owe a fair fee for this. This fee is deemed to be included in the Rate, unless otherwise agreed. The Contractor shall act with due care in respect of such items. On termination of the Assignment Agreement and/or at the Client's first request, the Contractor shall return all items made available within 24 hours of termination of the Assignment Agreement or after the Client has made such a request. Any damage to said items may be recovered from the Contractor. The parties emphasise that the provision of tools and materials is necessary for the performance of the Work.
2. If Client fails to fulfil its obligations under this article, Contractor may hold OneStopSourcing liable.

Article 7: Duration, extension and termination of Assignment Agreement

1. An Engagement Agreement takes effect on the start date stated therein and is entered into for a definite period.
2. The start date and end date, as included in the Engagement Agreement, determine the period within which the Work must be performed and/or the result must be achieved.
3. The Engagement Agreement may be extended for a period to be determined by mutual agreement between Client and Contractor. In case of extension, Contractor shall notify OneStopSourcing in writing of the agreement to this effect before the expiry of the current period. OneStopSourcing shall confirm the agreed (new) end date of the Engagement Agreement in writing to Contractor as soon as the corresponding confirmation is received from Client. Contractor realises that in case of non-timely renewal, any risks, such as delay in payment of Contractor's invoices are for Contractor.
4. OneStopSourcing is, in accordance with article 7:408 paragraph 1 of the Dutch Civil Code, entitled to terminate the Engagement Agreement by giving written notice against any date (prematurely), without OneStopSourcing or Client being liable for damages in that case.
5. In accordance with article 7:408 paragraph 2 of the Dutch Civil Code, the Contractor is not entitled to prematurely terminate the Engagement Agreement by giving notice, unless the parties have deviated from this in writing in the Engagement Agreement. In this context, important reasons shall in any case not include: commercial interests of the Contractor.
6. The parties have the right to terminate the Engagement Agreement with immediate effect by notice, without judicial intervention and without notice of default being required, if either party:
 - - is dissolved or liquidated;
 - - ceases operations;
 - - is declared bankrupt or granted suspension of payments;
 - - does not fulfil the obligations under the Engagement Agreement, or does not fulfil them on time, after and despite a written request for fulfilment within a reasonable period and fulfilment has nevertheless failed to materialise.
7. Termination of the Engagement Agreement expressly does not release the Parties from their ensuing obligations in relation to Article 13 (intellectual property rights and confidentiality) and Article 14 (liability).

Article 8: Working days, working hours and place of employment

1. Working days and working hours shall be determined by agreement between the Client and the Contractor, on the understanding that the nature of the Work may entail that the Contractor is expected at certain times.
2. During the Contractor's absence due to leave or illness, the Engagement Agreement shall continue and the start and end dates of the Engagement Agreement shall therefore remain unchanged. In case of prolonged absence, the provisions of Article 9 shall apply.
3. If necessary for the Work, the Work will in principle be performed at the Client's Location(s). Where appropriate, the Contractor may perform the Work at another Location, in consultation with the Client.

Article 9: Replacement

1. The Assignment is issued to the Contractor on the basis of the specific Expertise of the Contractor. The Contractor is free to be replaced by another person during the Work. Prior to the replacement, the Contractor shall notify the Client and OneStopSourcing who will perform the Work on his behalf. In doing so, Principal does not have the right to refuse the replacement, unless Principal determines that the replacement does not meet one or more of the qualifications as included in the Request for Proposal or the Engagement Agreement.
2. The Contractor shall remain responsible for the quality of the Work and compliance with the Assignment Agreement and these GTC-ZP even during the replacement. The Contractor and his replacement will agree on a third-party clause towards the Principal with regard to what the Parties have agreed in article 13 of this Agreement in respect of intellectual property rights insofar as they arise from the Assignment, in such a way that the Principal will have the same rights as would be the case if the Contractor had not had himself replaced.
3. Contractor shall invoice OneStopSourcing himself for the part of the fee referred to in article 10 that relates to the work performed by the substitute. The substitute is not allowed to invoice directly to the Client and/or OneStopSourcing.
4. In the event Contractor is unable to perform the Work for more than two consecutive weeks, due to illness or otherwise, OneStopSourcing is entitled, at Client's request and therefore not obliged to do so, to require the relevant Contractor to arrange for a substitute, which shall be so performed by Contractor.
5. Replacement of Contractor will not result in additional costs for Client or OneStopSourcing. The parties and Client will mutually determine any additional costs of this replacement before the replacement starts work.

Article 10: Compensation

1. For the performance of the Work, OneStopSourcing shall owe the Contractor the Tariff stated in the Engagement Agreement as remuneration, without prejudice to the provisions of this article. The Tariff is a cost price excluding the turnover tax due and including all costs including all fiscal and social premium obligations and insurances involved.
2. The parties emphasise that the Tariff has been determined on the basis of supply and demand and has not been unilaterally imposed by either OneStopSourcing or Client. Parties also emphasise that the Tariff is not a salary arrangement within the meaning of section 7:610 of the Dutch Civil Code. Contractor himself shall be responsible for remitting turnover tax due and, if applicable, payroll taxes and employee insurance premiums.
3. Only the hours actually worked by the Contractor are eligible for compensation.
4. For the hours that Contractor does not perform the Work due to illness, leave or any other circumstance attributable to Contractor, OneStopSourcing shall not owe Contractor any compensation.
5. OneStopSourcing does not distinguish between hours or normal working days or made on weekends and/or public holidays, nor does it distinguish between hours worked during office hours or outside them, unless otherwise agreed in writing.
6. If a daily fee has been agreed, OneStopSourcing shall owe the Contractor this daily fee for each day on which the Contractor has performed the Work for a minimum of eight (8) hours, irrespective of the actual number of hours worked.
7. For Work performed before the effective date or after the end date of the Engagement Agreement, OneStopSourcing shall not be liable for any fee.
8. Both during the initial term of the Engagement Agreement and during any extension(s) of the Engagement Agreement, the Rate cannot be unilaterally increased or indexed by the Contractor.
9. Business travel and accommodation expenses will be reimbursed only if and insofar as OneStopSourcing has given prior written approval for them to be incurred.

Article 11: Time accounting, invoicing and payment

1. Contractor shall ensure proper timesheets in the manner desired by Client and/or OneStopSourcing. This timesheet is final when approved by Client. Accounting for hours is necessary for the business operations of Principal and OneStopSourcing to enable the possibility of checking the invoices to be submitted.
2. The completed and approved timesheet as well as the (extended) Engagement Agreement form the basis of Contractor's invoicing to OneStopSourcing.
3. If all documents required by OneStopSourcing are not received (returned) before payment is made, the payment period will start when all documents are in OneStopSourcing's possession.
4. Contractor shall invoice OneStopSourcing for Work performed under the Engagement Agreement. The invoice shall be based on the hours approved by Client. In doing so, Contractor shall enclose the timesheet approved by Client, unless Contractor has accounted for his hours in OneStopSourcing's digital timesheet system.
5. The Contractor's invoices must comply with legal requirements, as well as include a statement of the number of hours, the Rate, the month and the year in which the Work was performed. The invoicing guidelines are annexed to the Engagement Agreement.
6. Contractor's invoices should be prepared from the appropriate legal entity of Contractor and addressed to the appropriate legal entity of OneStopSourcing, being the entity with which the Engagement Agreement has been agreed.
7. Invoices, which meet the requirements as stated in this article, shall be paid to Contractor by OneStopSourcing within the payment period specified in the Engagement Agreement, after receipt of the invoice and the approved timesheet.
8. In case of disagreement about the correctness of the invoice and/or timesheet, Parties shall consult with each other as soon as possible. The payment term referred to in the seventh paragraph of this article shall in that case commence as soon as the Parties have reached agreement on the correctness of the invoice or receipt by OneStopSourcing of the correction invoice sent by Contractor.
9. Contractor is aware that a debtor risk rests on it. This means that non-payment by Client of OneStopSourcing's invoices, as a result of anything, shall entail that OneStopSourcing has no payment obligation, in accordance with this article, in respect of the corresponding invoices.

Article 12: Compliance

1. The parties intend that there is no question of the provision of labour under management and supervision and that therefore the Waadi (Wet allocatie arbeidskrachten door intermediairs) and the Recipients' Liability Act (Waadi), which liability is laid down in the Collection of State Taxes Act 1990, do not apply.
 2. The parties wish to avoid the applicability of the fictitious employment of intervention. To this end, the condition must be met that the Contractor performs the Work in the conduct of a business or in the independent practice of a profession. The parties establish that for the continued fulfilment of this condition it is important that Contractor is not too dependent on the Engagement Agreements to be concluded with OneStopSourcing for the acquisition of assignments and revenues (economic independence). To this end, OneStopSourcing will keep track of the number, duration and scope of the Engagement Agreements concluded by the parties. If OneStopSourcing, in its exclusive estimation, reasonably doubts the aforementioned economic independence of Contractor, OneStopSourcing shall not conclude any further Contracts of Engagement with Contractor until such time as this doubt has disappeared. OneStopSourcing shall notify Contractor in writing of the occurrence of the aforementioned estimation.
1. Contractor is obliged to submit at least the following documents to OneStopSourcing prior to signing the Engagement Agreement:
 - a) Copy of Contractor's registration in the Trade Register with the Chamber of Commerce (not older than three months and a new copy will be requested upon renewal, unless the original copy is not older than 1 year);
 - b) Copy of a recent proof that the Contractor holds a Sales Tax number, unless the Work is exempt from Sales Tax;
 - c) Other documents required by OneStopSourcing and/or Client.
 2. Upon commencement, during and upon termination of a Contract of Engagement, Contractor is obliged, at the request of OneStopSourcing, to provide written and truthful information and to answer any questions (lists) on the basis of which it can be determined to what extent the actual performance of the Contract of Engagement could lead to the presumption of the existence of a (fictitious) employment relationship between the Parties. OneStopSourcing has the exclusive right to draw up these questions (lists).
 3. Contractor shall indemnify OneStopSourcing against all damages to be suffered by OneStopSourcing in this respect, including costs, statutory interest and tax interest, which are a consequence of an additional levy on wages (including payroll tax and national insurance contributions) by the Tax Authorities on the basis of private law or fictitious employment with regard to the deployment of Contractor, provided that the additional levy by

the Tax Authorities is based on an actual circumstance which shows that Contractor performed the Work in private law or fictitious employment.

4. OneStopSourcing may request additional information from Contractor in connection with the implementation of statutory regulations and provide such information to Client. OneStopSourcing and Client shall comply with the obligations arising from the AVG (the General Data Protection Regulation). Contractor shall not be liable for any damages, if OneStopSourcing and/or Client has failed to comply with any obligation under the AVG.
5. Contractor agrees in advance that OneStopSourcing may provide copies of the documents provided by Contractor as well as the Engagement Agreement(s) agreed with Contractor to Client.
6. The Contractor shall immediately inform the Client of any changes in the Contractor's registration with the Chamber of Commerce and/or changes in the Contractor's Turnover Tax number.
7. OneStopSourcing is entitled to terminate the Engagement Agreement with immediate effect and without being liable for damages, if OneStopSourcing is of the opinion that an unacceptable risk to OneStopSourcing or Client arises under laws and regulations, or Contractor fails to adequately inform OneStopSourcing about changes in the facts and circumstances, as mentioned in this article.
8. The Contractor should contact OneStopSourcing if the Contractor is of the opinion that the Contractor threatens to actually perform the Work in the service of the Client. OneStopSourcing will then consult with the Client to determine whether the Contractor is performing the Work in the aforementioned sense. If OneStopSourcing is of the opinion that this is the case, it will notify Principal and Contractor in writing and give Principal and Contractor a period of time to do or refrain from doing everything necessary to ensure that Contractor no longer performs the Work in the service of Principal. If Client and/or Contractor fail to meet this deadline, OneStopSourcing shall be entitled to immediately terminate the Contractor's Contract without being liable for any compensation.

Article 13: Intellectual property rights and confidentiality

1. All Intellectual Property Rights owned by the Contractor or the Client before the commencement of the Assignment shall remain the property of the relevant Party. Neither the Contractor nor the Client is authorised to use the other Party's Intellectual Property Rights without permission other than for the performance of the Work.
2. The Intellectual Property Rights that arise during or in connection with performance of the Work or become capable of establishment shall belong to the Client.
3. The Contractor hereby expressly waives his right to oppose changes to his work where under this article the Intellectual Property Right belongs to the Client.
4. The Contractor grants the Client a non-exclusive licence for an indefinite period of time in respect of (parts of) software, documentation and other data which the Contractor uses in the performance of an Assignment and whose Intellectual Property Rights (pursuant to paragraph 1 of this article) will not become vested in the Client. The Contractor shall grant the Client the right to use the licences. The Client will be allowed to use the licences subject to the licence conditions of the right holder. In the event the Contractor is not entitled to grant the Client a licence, as provided for above in this article, the Contractor will consult with the Client prior to the conclusion of the Engagement Agreement to assess whether not being able to grant the licence will lead to an undesirable situation for the Client. If Contractor is not entitled to grant Client a licence, as provided for above in this article, then OneStopSourcing is entitled to refrain from concluding the Engagement Agreement without further compensation.
5. Contractor warrants that Contractor does not infringe any Intellectual Property Rights of Client or third parties. The Contractor indemnifies the Client and OneStopSourcing against, and holds the Client and OneStopSourcing harmless from, any third party claims regarding (alleged) infringements by the Contractor of Intellectual Property Rights of third parties.
6. The Parties undertake to treat all data and information that they obtain from the other Party and the Client during the term of the Engagement Agreement as confidential and to keep it secret from third parties, unless the other Party or the Client has given its prior written consent to disclosure or notification to a third party. This confidentiality also extends to the data on organisation, business operations and developments of the Parties and the Client obtained by the other Party pursuant to the Engagement Agreement. This confidentiality does not extend to data that has entered the public domain other than through breach of the Engagement Agreement or to information requested by the competent authorities.
7. Parties shall be in default by operation of law by mere breach or non-performance of the provisions of this Article. In such case, the Party in breach or non-performance 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 damages through the courts. The specific penalty amounts due are named in the Engagement Agreement.

Article 14: Liability

1. The parties vouch towards each other for the proper fulfilment of all obligations relating to him under the Engagement Agreement (and all obligations related thereto, including under these AV-ZP).

2. OneStopSourcing shall be liable for damages suffered by Contractor, Client or third parties if OneStopSourcing has been negligent in the performance of its services and the damages incurred are the direct result of such acts/ omissions by OneStopSourcing.
3. Contractor shall be liable for damages related to the performance of the Engagement Agreement. Contractor shall indemnify OneStopSourcing and Client against all claims and losses, as well as all claims of third parties, for compensation of any damage including damage resulting from death or physical injury, related to the execution of the Engagement Agreement. The Contractor shall only be liable if there is an attributable failure on the part of the Contractor and insofar as the Contractor could or could have exerted any influence on this.
4. In the event that, in the opinion of the Client, the Contractor performs the Work in such a way that there is unsatisfactory work (due to incompetence, lack of craftsmanship and/or carelessness on the part of the Contractor), and/or the result does not correspond to the expectations set out in the Engagement Agreement, the Client may, notwithstanding any approval of the hours worked, demand that the Work be re-executed or repaired by the Contractor as soon as possible and at the Contractor's own expense, so that, in the opinion of the Client, there is no longer any question of unsatisfactory work and/or insufficient result. If, in the opinion of Principal, the re-execution or repair is not possible, OneStopSourcing has the option, at the request of Principal:
 - a) terminate the Assignment Agreement with immediate effect and have the Work performed by a third party, at the Contractor's own expense;
 - b) terminate the Engagement Agreement with immediate effect and demand substitute damages from the Contractor.
5. The parties shall not be liable for indirect damage, including lost profit, missed savings and damage due to business interruption.
6. The liability mentioned 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 named in the Engagement Agreement.
7. The limitation as included in paragraph 6 of this article does not apply in the event of:
 - a. third-party claims for compensation as a result of death or injury;
 - b. intentional acts, gross negligence or deliberate recklessness;
 - c. damage as a result of non-compliance with the obligations as described in article 12;
 - d. violation of intellectual property rights or the confidentiality obligations as referred to in article 13.
8. The Contractor shall ensure that it has adequate business and professional liability insurance with a minimum amount of cover per event or series of related events during the term of the Engagement Agreement. The minimum amount of cover is specified in the Engagement Agreement. As proof of this, Contractor shall submit proof of coverage to OneStopSourcing upon request. Contractor shall notify OneStopSourcing without delay of any mutations occurring in the insurance referred to in this article, if a change may affect Contractor's insured capacity and/or the Engagement Agreement.
9. OneStopSourcing shall be free to terminate the Engagement Agreement at any time or to suspend its consideration for the Work performed, if Contractor fails to meet his obligations under the Engagement Agreement (and all obligations connected therewith, including under these GTC-ZP). The exercise of this right to suspend does not release the Contractor from its obligations under the Assignment Agreement.

Article 15: Competition and relationship clause

1. Contractor is expressly permitted to work for Clients other than OneStopSourcing or Client during the Engagement Agreement and after its expiry.
2. Contractor and the companies belonging to its group, its employees and the third parties working for it are prohibited, without the prior written consent of OneStopSourcing, from carrying out work, directly or indirectly, for Client during the term of an Engagement Agreement and for a period of six months after its expiry, without the intervention of OneStopSourcing.
3. In case of violation of the prohibition mentioned in paragraph 2 of this article by Contractor, its employees or third parties working for it, Contractor forfeits for the benefit of OneStopSourcing an immediately payable fine per violation and a fine for each day on which such violation continues. The specific penalty amounts due are named in the Engagement Agreement.
4. The Client shall inform the Contractor as soon as possible if a situation arises in which the Contractor forfeits or threatens to forfeit a penalty. Regardless of the penalties due and/or paid, Contractor shall be obliged to compensate Principal for the actual damages.

Article 16 - Complaints

1. If the Contractor is of the opinion that OneStopSourcing does not comply with the Bovib code of conduct and/or has other complaints in the performance of an Engagement Agreement, the Contractor may make this known to the management of OneStopSourcing. The parties will resolve the complaint by mutual agreement.

2. If the Principal of OneStopSourcing has a complaint about the performance of the Work, this complaint shall be remedied in mutual consultation between the Contractor and the Principal of OneStopSourcing. If the complaint cannot be remedied in mutual consultation between Contractor and the Principal of OneStopSourcing, the Principal of OneStopSourcing shall use the complaints procedure of
3. OneStopSourcing. The parties will resolve the complaint by mutual agreement.
4. If Contractor has a complaint about OneStopSourcing's Principal, the complaint will be remedied by mutual agreement between Contractor and OneStopSourcing's Principal. If the complaint cannot be remedied by mutual agreement between Contractor and OneStopSourcing's Client, Contractor shall use OneStopSourcing's complaint procedure. The parties and the Principal of OneStopSourcing will resolve the complaint by mutual agreement.

Article 16: General provisions

1. Any agreement already concluded between the Parties, as well as between the Client and the Contractor, shall not apply to the Engagement Agreement(s) between the Parties to which these AV-ZP apply.
2. Amendments and supplements to the AV-ZP and/or Assignment Agreement(s) are only valid if they are laid down in writing and both Parties have expressly indicated by signature that they agree to the amendments or supplements.
3. In the event of Force Majeure, performance by the Parties concerned of their obligations under the AV-ZP and/or Assignment Agreement shall be suspended in full or in part for the duration of the Force Majeure without the Parties being liable to each other for damages in this respect. A case of Force Majeure shall be reported in writing by return and written evidence shall be submitted 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 thereof shall remain in full force between the Parties. The Parties undertake to replace the non-binding provision by a provision that is binding and, in view of the purpose and purport of the AV-ZP and the Assignment Agreement, differs as little as possible from the non-binding provision. In particular, the parties undertake that in the event of amendments to the law affecting the content of the AV-ZP or an Assignment Agreement, they will amend them in good consultation in accordance with the provisions of this paragraph.

Article 17: Applicable law and disputes

1. These AV-ZP and any Engagement Agreement shall be governed by Dutch law.
2. In the event of a dispute between the Parties arising from or relating to (the execution of) these GC-ZP or an Assignment Agreement, the Parties shall attempt to reach an amicable settlement in good mutual consultation. Should the Parties fail to do so within a reasonable period of time, the dispute shall be submitted to the competent court.

Rijswijk, July 2022