

AGREEMENT FOR SERVICES

version May 13, 2017

Parties:

1. [Company Name Client], duly represented by [name of representative] residing in _____ at _____ No ____ (hereinafter referred to as 'Client');
2. J.J.H. van den Biesen, acting under the name EUROPOLARIS, residing in Eindhoven at Parklaan No. 24, registered with the Chamber of Commerce under number 68702310 (hereinafter also referred to as "Contractor");

whereas;

- a. The Client operates in the field of [description];
- b. in this context, the Client is in need of [description work];
- c. The Contractor as such is able and willing to perform these activities;
- d. The parties wish to collaborate only on the basis of an agreement for services within the meaning of Section 7:400 *et seq.* of the Dutch Civil Code (*Burgerlijk Wetboek*);
- e. The parties expressly do not intend to conclude an employment contract within the meaning of Section 7:610 *et seq.* of the Dutch Civil Code;
- f. The parties, as the occasion arises, opt to exclude the applicability of a notional employment relationship with homeworkers or equivalent workers as referred to in Articles 2b and 2c Implementation Order Wage Tax 1965 (*Uitvoeringsbesluit Loonbelasting 1965*) and Articles 1 and 5 of the Decree designating cases in which employment relationship is considered employment (Decree of 24 December 1986, Official Gazette 1986, 655) (*Besluit aanwijzing gevallen waarin arbeidsverhouding als dienstbetrekking wordt beschouwd (Besluit van 24 december 1986, Stb. 1986, 655)*), to which end they are drawing up and signing this agreement before payment is effected;
- g. This agreement is based on the model agreement drawn up by the Tax Administration on 29-02-2016 under number 9015550000-06-2. The provisions marked in that agreement are incorporated in this agreement unchanged. To the extent that in this agreement changes have occurred, the parties believe that these adjustments do not affect the provisions highlighted in the model or sample agreement;
- h. The parties wish to document the terms under which the Contractor will perform his/her activities for the Client;

Have agreed as follows:

Article 1. Activities

1. The Client gives the Contractor under the terms of this contract [possibly: in accordance with the tender of [date]] the assignment to carry out the following activities: [general description of the work]. In particular, the Contractor will [explicit description of the work].
2. The under sub 1-mentioned activities are carried out on [indicate date / data] [or: in the period ...] and at the location of [description of location of implementation of activities]. [Optional: Contractor shall endeavor to complete the assignment by [specify dates / date when work will be finished].]

Article 2. Execution of the assignment

1. The Contractor accepts the assignment and thereby accepts full responsibility for the correct performance of the agreed activities.
2. The Contractor will organise his/her activities independently. In the event of cooperation with others, however, the Contractor will consult the Client where this is necessary for the execution of the assignment, so as to ensure

that the assignment is carried out in the best possible way. Where this is necessary for the activities, the Contractor will abide by the working hours at the Client. .

3. The Client will provide the Contractor with all the authority and information required for the proper execution of the assignment.

4. The Contractor will be entirely independent in the performance of the agreed activities. He / she will carry out the agreed activities at his/her discretion and without being supervised or managed by the Client. However, the Client may provide directions and instructions as regards the result of the assignment.

5. The Client expressly agrees that the Contractor may also perform activities for other clients during this agreement.

Article 3. Duration and termination of the agreement

1. The agreement is deemed to have been entered into for the duration of the agreed activities, so that it legally ends when the activities are completed. In any case, the agreement terminates by [date], without the need for further termination. [Alternatives: The agreement is for an indefinite period // The agreement was entered into for a period of [number] days / months / years from signing and will therefore end by [date], unless the agreement will be continued tacitly. In case of tacit continuation, the agreement will continue for the same term as the original term.]

2. The agreement may be terminated prematurely by the parties in writing subject to a [number of weeks / months / years]'notice.

3. Early termination by Contractor is possible with immediate effect by means of a registered letter in case the Client does not meet his/her obligations, despite being reminded, and in case of (a strong presumption of) bankruptcy, (provisional) moratorium, a private agreement with creditors, liquidation or cease of business, or a commercial scandal seriously compromising Client.

Article 4. Compensation of Contractor

1. Contractor receives from the Client in respect of the activities performed a fee of € _____ excluding VAT [per hour / day / week / month / year / for the overall activity].

2. The Contractor shall [weekly, monthly] send an invoice to the Client for the hours worked. [Alternative: Declaration of fees and expenses will be made upon completion and acceptance of the activities by the Client, with separate specification of sales tax.]

Article 5. Costs of Contractor

The Contractor is also entitled to charge the following costs to be made by him, if supported by valid documents: *[description of the cost]*.

[Alternatives: The Contractor's expenses are included in the rate. // The Client is kept to compensate the expenses, which Contractor needed to make for the execution of the assignment.] [Optional: This is only for costs relating to [description costs] up to a maximum amount of € ___ in total.]

Article 6. Payment Term Client

Client will proceed to pay the bills of Contractor on account number NL39 INGB 0007 8239 20 of EUROPOLARIS at ING (BIC: INGBNL2A) within 14 days after the invoice date.

Article 7. Performance and replacement

1. If at any time the Contractor foresees that he/she will be unable to perform the obligations relating to an accepted assignment, the Contractor must notify the Client immediately.

2. [free to fill in, for example in accordance with model agreement for no obligation to personal work': the Contractor is free to have him/herself replaced in the activities by someone else. Contractor informs the Client before the replacement, who perform(s) the activities on his/her behalf. In this respect the Client has no right to refuse the substitute(s), otherwise than according to objective qualifications. Prior to accepting the assignment, the Contractor and the Client formulate together the objective qualifications that the Contractor and any substitute(s) must comply with. The objective qualifications are attached to this agreement.

3. The Contractor will also be responsible for the quality of work and compliance with the agreements made during the replacement.]

Article 8. Liability

The Contractor shall not be liable for direct damages or indirect damages, which included consequential damages, lost profits, lost savings and loss due to business interruption, arising from the performance of the activities, or any damage caused by the defectiveness of the goods or services unless the damage resulted from willful misconduct or gross negligence on the part of the Contractor or his/her substitute.

The Contractor's liability is in all cases expressly limited to maximally the total amount paid by the Client to the Contractor under this agreement [alternatively: the total amount invoiced for the preceding year // month // period], at least to that part of the amount to which the liability is related. The Contractor's liability therefore does not extend to any further damage, including but not limited to business damage, lost profits and damages resulting from claims by third parties.

Article 9. Confidentiality

Parties are obliged to keep all confidential information of the other party secret, such as business data, financial and technical information, which they have been provided with under this agreement.

Article 10. Applicable law and disputes

1. This agreement is governed by Dutch law.

2. The judge in the place of business of the Client has exclusive competence to take notice of disputes, unless otherwise required by law.

3. The parties will only appeal to the judge after they have worked to the utmost to settle a dispute by mutual agreement.

Article 11 General terms and conditions

1. The general terms and conditions of EUROPOLARIS shall apply to this agreement. The Contractor has made available to the Client of a copy of these general terms and conditions before or upon the conclusion of this Agreement and the Client has been able to take sufficient note of the content of such terms and conditions before or upon the conclusion of this agreement.

2. The content of this Agreement prevails if and to the extent that the general terms and conditions contain provisions that conflict with the provisions of this Agreement, and if and to the extent that this Agreement explicitly derogates from one or more provisions of those general terms and conditions.

Article 12 Amendments to the agreement

Changes and additions to this agreement will only be valid insofar as they have been agreed in writing between the parties.

Agreed and signed in duplicate on [date] at [place]

Client

Contractor

Name:

Name: J.J.H. van den Biesen

Signature:

Signature:

Note:

This is a translation of the Dutch version of the Agreement. Although due care was taken to provide an accurate translation, a proviso should be made here and the Dutch text will be leading in the event of a dispute. Therefore the Dutch version of the Agreement has to be signed as well.