

## GENERAL CONDITIONS FOR THE PROVISION OF SERVICES TO EQUENSWORLDLINE SE

### 1. Applicability

**1.1** These Conditions shall apply to all legal relationships between equensWorldline SE and each Supplier of Services.

**1.2** The applicability of any general terms and conditions used or referred to by Supplier is herewith explicitly rejected and excluded.

### 2. Definitions

The following definitions shall apply to all individuals and companies engaged by equensWorldline SE to render Services:

**"Acceptance"** and **"Accepted"** shall mean acceptance by equensWorldline of the Services (pursuant to clause 7).

**"Affiliate"** shall mean, in relation to either party, those companies in which it possesses, either directly or indirectly, more than fifty per cent (50%) of the shares.

**"Confidential Information"** shall mean as ascribed to it in clause 18.

**"Deliverables"** shall mean the agreed upon results of all Services, works of authorship, whether in hard copy or electronic form, including but not limited to reports, test results, analyses, creations, manuals, supporting materials, improvements, programs, program listings, programming tools, designs, inventions, discoveries, recommendations and drawings to be created and/or provided by Supplier to equensWorldline.

**"Conditions"** shall mean these general conditions for the provision of Services.

**"Hire Confirmation"** shall mean the document from VMS which contains the following information regarding the assignment:

- a) the type of activities Supplier will perform;
- b) the period in which Supplier shall perform the assignment;
- c) the location where the Services will usually be performed;
- d) the name of the actual Supplier;
- e) the day/hourly rate at which the Services will be performed;
- f) invoicing, method of payment and payment schedule;
- g) contact details;
- h) option of termination before expiry.

**"Hiring Request"** shall mean the request by equensWorldline in VMS for engaging a Supplier which describes the job requirements, Services, Deliverables and desired skills and experience of such Supplier or its personnel or consultants.

**"Intellectual Property Rights"** shall mean:

(a) patents (granted and applications therefore), trademarks (granted and applications therefore), service marks, registered and unregistered designs, applications for any of those rights, rights in semi-conductor topographies, trade and business names (including internet domain names and email address names), unregistered trademarks and service marks, rights in software, copyrights (including future copyright), know-how, database rights, rights in designs and inventions and rights of confidentiality and/or trade secrets; and (b) rights under licenses, consents, orders, statutes or otherwise in relation to a right in paragraph (a); and (c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b), in each case in any jurisdiction;

**"equensWorldline"** shall mean equensWorldline SE, a European company with its registered headquarters at Eendrachtlaan 315 (3526 LB), Utrecht, The Netherlands and its branch offices throughout Europe.

**"MSP"** shall mean the managed service provider, i.e. the party contracted by equensWorldline to manage multiple suppliers and to measure their effectiveness in filling a position according to a Hiring Request. It will serve as a neutral party offering a complete workforce solution while ensuring efficient operation and leveraging multiple suppliers to obtain competitive rates.

**"Personal Data"** shall mean the same as in the EU Directive 95/46/EC of 24 October 1995; in particular and without limitation (in accordance with Article 17 of the Directive) in relation to personal data of which equensWorldline is the "data controller" and which Supplier "processes".

**"Personnel"** shall mean the employee(s) and/or consultant(s) of Supplier.

**"Services"** shall mean all activities agreed upon between equensWorldline and Supplier which will be subject to these Conditions and laid down in detail in the Hire Confirmation and which will not constitute an employment agreement.

**"Supplier"** shall mean the individual(s) and/or the legal entity deploying any of its Personnel for and/or at equensWorldline in order to provide the Services.

**"Proof of Non-Employment"** shall mean any document evidencing the fact that Supplier will not be considered an employee with regard to the Services Supplier will render to equensWorldline under these Conditions, which documents may vary in each country, e.g. in Finland they may be:

- An extract from the Company Registry (in Finnish: Kaupparekisteriote) showing that the Supplier is a registered company, either a company limited by shares or a partnership;
- An extract from the Company Registry showing that the Supplier is a registered independent entrepreneur;
- Document from the tax authorities showing that the Supplier is to be taxed as a freelancer.

**"VMS"** shall mean the Vendor Management System, i.e. the tool that - inter alia - distributes the Hiring Request to Suppliers and facilitates selection and matching of profiles.

### **3. Appointment**

**3.1** Supplier shall deliver Services to equensWorldline as specified in a Hire Confirmation. Supplier does not have the exclusive right to deliver Services as described in these Conditions or in the Hire Confirmation.

**3.2** Supplier shall not have the power, and shall not indicate to any third party that it has the power, to bind or commit equensWorldline to any third party in any way whatsoever.

**3.3** Supplier may not appoint legal, accounting, sub-contractors or other professional advisors to assist it in its provision of the Services without the prior written approval of equensWorldline.

**3.4** Supplier hereby declares to have received all the documents mentioned in these Conditions that apply to the Services to be delivered to equensWorldline. Unfamiliarity with these documents is no reason for the submission of claims.

### **4. Provision of the Services**

**4.1** The Services under the Hire Confirmation shall be performed in accordance with these Conditions and each Hire Confirmation.

**4.2** In order to successfully provide the Services, Supplier shall meet all fixed deadlines which the parties agree are material. Any unjustified delay shall result in the application of clause 20.3 below.

**4.3** Supplier must undergo a pre-assignment screening as indicated by equensWorldline. This screening will check the reliability and competence of the Personnel/individuals performing the Services. For this purpose equensWorldline shall pay specific attention to verification of the employment history with any previous "principal"/employer and verification of academic and/or professional qualifications. All Personnel/individuals performing the Services shall prove their identity by showing official identity papers to equensWorldline on the first working day. Supplier and/or Personnel and/or individuals performing the Services must be able to demonstrate that the checks have been carried out satisfactorily. In the event the results of the screening are not to equensWorldline's satisfaction, equensWorldline will not grant the assignment to this particular Supplier/individual or Personnel.

**4.4** Neither party is considered to be an employee, agent, or joint-venture partner of the other party.

**4.5** Supplier shall take note and comply with all guidelines, codes of conduct and e-learning materials provided to him by equensWorldline within the timeframe set by equensWorldline.

### **5. MSP procedure**

**5.1** At the moment that equensWorldline requires Services it shall submit a Hiring Request in VMS. The MSP will place such Hiring Request on the market, to enable Suppliers to respond. Suppliers shall use its best efforts to submit their best candidates. equensWorldline's hiring manager shall ultimately decide on the final candidate and shall place an order which will be confirmed in the Hire Confirmation. The MSP shall inform Suppliers accordingly. Any questions and answers will be distributed by the MSP.

**5.2** Supplier shall indicate in VMS that it accepts the assignment. Supplier is required to upload the documents forming part of the on-boarding requirements within two working days.

**5.3** Supplier is required to provide equensWorldline with mandatory documents, such as: Proof of Non-Employment;

- ID card (no driving license) or passport;
- Recent excerpt from the Company Registry (not older than one month);
- Proof of liability insurance (financial losses, personal and material damage and administrative activities);

In addition, the following documents may be required:

- Diplomas & certificates and other documents insofar as requested by equensWorldline.

**5.4** If any of the documents as stated in 5.3 has not been provided in time by Supplier, equensWorldline reserves the right to revoke the Hire Confirmation and equensWorldline will not be liable to pay any compensation.

**5.5** Upon fulfillment of the Services, Supplier will ensure that any item, as made available by equensWorldline (such as security access badge), will be returned to equensWorldline, within one week after the expiry date.

**5.6** If the term indicated in the Hiring Request has expired, Suppliers can no longer respond to the open Hiring Request.

### **6. Acceptance**

Services will be Accepted once the days or hours worked have been approved by equensWorldline in the time registration system. If notified by equensWorldline of any unsatisfactory Services, Supplier shall, at no extra charge, promptly correct the unsatisfactory Services within five (5) working days of equensWorldline's notification. If such Services are not corrected to equensWorldline's satisfaction, equensWorldline shall be entitled to terminate the agreement as laid down in the Hire Confirmation immediately.

### **7. Fees**

**7.1** equensWorldline shall after Acceptance pay Supplier the fees specified in the Hire Confirmation (the "Fees").

**7.2** The Fees stated in the Hire Confirmation include all taxes (except VAT), duties, governmental levies and tariffs of whatever kind applicable to each Service. equensWorldline will not pay any other taxes. Supplier will independently and periodically ensure that taxes and obligatory premiums related to turnover generated by Supplier are paid.

**7.3** All Fees and other amounts payable shall be invoiced and paid in Euros.

**7.4** No expenses shall be reimbursed to Supplier with the following exception. In case of travel prior approved by equensWorldline in writing, reasonable travel expenses will be reimbursed after the relevant billing form has been submitted to equensWorldline and the expenses have been approved by the hiring manager of equensWorldline. Time and expenses for commuting will not be paid by equensWorldline.

## **8. Payments**

**8.1** Subject to Acceptance having occurred, equensWorldline shall pay Supplier within sixty (60) days of receipt of Supplier's invoice unless such invoice is in dispute or is not in accordance with these Conditions or the Hire Confirmation.

**8.2** No increases in costs and/or Fee(s) shall be implemented during the term agreed upon in the Hire Confirmation.

## **9. Invoicing**

**9.1** Supplier shall register the days or hours worked on a weekly basis in the time registration system used by equensWorldline.

**9.2** Supplier shall be responsible for the correctness of its own invoice data, such as VAT number, bank account number, name et cetera.

**9.3** Supplier will invoice equensWorldline in the manner as specified in more detail in the Hire Confirmation.

## **10. Intellectual Property Rights**

**10.1** All Intellectual Property Rights created as a result of the performance of the Services shall be owned by equensWorldline.

**10.2** Supplier guarantees that each of its Personnel assigned to act on its behalf hereunder has signed a proper written statement in which he/she assigns to equensWorldline all Intellectual Property Rights to be owned by equensWorldline pursuant to the terms hereof and waives any and all claims to these rights.

**10.3** Supplier shall execute such documents, render such assistance, and take such other actions as equensWorldline may reasonably request in order to vest in equensWorldline, at equensWorldline's expense, all Intellectual Property Rights which equensWorldline is entitled to own pursuant to the terms hereof. Without limiting the foregoing and save to the extent otherwise agreed, equensWorldline shall have the exclusive right to commercialize, prepare and sell products based upon, sublicense, prepare derivative works from, or otherwise use or exploit the Intellectual Property Rights owned by, and vested in, it pursuant to the terms hereof.

**10.4** Supplier, at its expense, shall indemnify and hold equensWorldline harmless from and against any and all claims that the Services/Deliverables constitute an infringement of any third party patent, copyright, trademark, service mark, trade secret or other legally protected proprietary right except to the extent that such infringement is caused by the willful misconduct of equensWorldline. Supplier shall pay all costs, fees (including attorney's costs) or damages incurred by equensWorldline for any such claim or settlement thereof to which Supplier consents.

**10.5** If any allegation of infringement of copyright or other intellectual property right with respect to the Services/Deliverables is made, or in Supplier's opinion is likely to be made, in addition to equensWorldline's other rights and remedies, Supplier shall at its expense, (i) procure for equensWorldline the right to continue using such Services/Deliverables; (ii) modify or replace the alleged infringing item so as to avoid the alleged infringement; or (iii) terminate and refund to equensWorldline all amounts already paid pursuant to the Hire Confirmation in respect of Services not yet performed as at the date of termination.

## **11. Copyrights**

Supplier shall mark all copyrightable works owned by equensWorldline with the following notice: "©20XX equensWorldline. All rights reserved.". Supplier shall (i) preserve any confidentiality or copyright notices on any materials it receives from equensWorldline pursuant to the Services performed by Supplier, (ii) mark authorized copies of such materials with the confidentiality and copyright notice as on the originals, and (iii) mark any materials it creates with any confidentiality notice required by equensWorldline.

## **12. Personnel**

Personnel provided by Supplier consist solely of Supplier's employees and/or temporary workers and/or consultants and Supplier shall be fully responsible for (i) compliance with all applicable laws and tax regulations regarding Personnel's employment; (ii) its own acts and those of its Personnel; (iii) ensuring that all Personnel are aware of and perform in accordance with the Conditions when carrying out the Services; and (iv) ensuring all intellectual property rights relating to the Services and Deliverables created by Personnel and/or subcontractors are assigned to Supplier in accordance with clause 10 (Intellectual Property Rights), free of all encumbrances.

## **13. Assignment of rights**

Neither party shall assign its rights or delegate its duties without the prior written consent of the other party, which shall not be unreasonably withheld, delayed or conditioned, with the exception that equensWorldline may assign the Services to any of its Affiliates.

## **14. Indemnification**

**14.1** Supplier shall indemnify and hold harmless equensWorldline, its Affiliates, its parent companies and the directors, shareholders, agents and employees of each of them from and against any fine, penalty, loss, cost, damage, injury, claim, expense or liability, as a result of Supplier conduct or neglect resulting in (i) injury to or death of any person, (ii) damage to, loss or destruction of any property, (iii) attachments, liens or claims of workers or labourers, or (iv) failure to comply with clause 16 (Warranties), except to the extent that liabilities are caused by gross negligence or willful misconduct of equensWorldline. Supplier shall pay all costs, fees (including

attorney's fees) and damages which may be incurred by equensWorldline for any such claim or action or settlement thereof to which Supplier consents.

**14.2** Supplier shall indemnify equensWorldline from any possible claims by the tax authorities and the social security board with respect to wage tax, social security premium and any related costs incurred by equensWorldline as a result of or out of the Services and/or arising in the event that the Services will be considered to be a (fictitious) employment relationship by the tax authorities, the Social Security Board or the Labour Inspectorate or any claims related to chain-liability.

**15. Liability, insurance and indemnity**

**15.1** Supplier is liable for damages and/or losses incurred by equensWorldline as a result from a breach of the contractual obligations in the Hire Confirmation, tort or any other causes of action attributable to Supplier. However, Supplier's liability for each member of the Personnel is limited to an amount of € 500.000 for each case with a maximum of two cases per calendar year.

**15.2** equensWorldline will not be liable for any consequential or indirect damages suffered by Supplier, which includes but is not limited to loss of reputation, loss of trading time, damage suffered by customers or suppliers or immaterial damage.

**15.3** Supplier shall ensure that for the duration of the agreement described in the Hire Confirmation, its activities are covered by an adequate insurance in respect of all liabilities on the base of law and on the base of professional liability, which may occur as a result of the Services performed by Supplier. As proof of such, Supplier will submit a yearly proof of insurance to equensWorldline according to clause 5.3 of these Conditions. Supplier will immediately inform equensWorldline of all mutations with regard to insurances as meant in this clause 15.3, if such an alteration can influence the insurance risks of Supplier and/or the Services.

**15.4** Supplier will inform equensWorldline as soon as possible after a damage event, within three months after the damage was caused or suffered or ultimately one year ("expiry period") after Supplier became aware or should have become aware of the damage event.

**15.5** Supplier is required at all times to take suitable measures to minimize damage and claims for compensation.

**16. Warranties**

Supplier represents and warrants that:

- (i) any and all Services and Deliverables provided hereunder shall be in full conformity with the Hire Confirmation and its Conditions;
- (ii) the Services will be performed promptly, diligently, and professionally and to equensWorldline's satisfaction;
- (iii) its Personnel has the necessary skills and expertise to perform the Services;
- (iv) regardless of the legal form of the Supplier, or whether the Supplier is an individual, the Supplier undertakes to pay all taxes, all pension fees and possible social fees payable according to the law in relation to the fees it receives for the services performed to equensWorldline.
- (v) its Personnel is fully informed about the content of these Conditions and shall comply with all the stipulations contained herein;
- (vi) all rights assigned to equensWorldline in accordance with clause 10.2 (Intellectual Property Rights) (written statement with regard to intellectual property rights), above have not been otherwise assigned, licensed, disposed of or encumbered, in whole or in part;
- (vii) it has obtained the written consent of its Personnel that (a) he/she consents to assign all intellectual property rights through Supplier to equensWorldline and (b) he/she shall keep all information related to the Services, Deliverables and the Conditions and/or equensWorldline in strict confidence and in accordance with the provisions of clause 18.

**17. Conflict of interests**

Supplier shall provide the Services on an independent basis and Supplier or members of Supplier's team shall not, without prior notification to equensWorldline, act at the same time as advisor to, or perform Services for any competitor of equensWorldline. equensWorldline will decide at its sole discretion which parties will be deemed competitor(s) in the sense of this clause 17. In the event that Supplier does so notify equensWorldline under the terms of this clause 17, equensWorldline shall be entitled to terminate any agreement with Supplier immediately by written notification to Supplier.

**18. Confidentiality**

**18.1** Supplier shall at all times, during the term agreed upon in the Hire Confirmation and after its termination, keep in the strictest confidence all information relating to equensWorldline of a secret, confidential or proprietary nature, being any information not in the public domain or not legally obtainable from any source other than equensWorldline and which is provided by equensWorldline, or its advisors, to Supplier ("Confidential Information").

**18.2** Supplier undertakes to inform its Personnel of the confidentiality obligations contained herein and obtain their commitment to be bound by such confidentiality obligations, prior to initiation of the Services.

**18.3** All Confidential Information shall be provided by Supplier only to its Personnel and to those ancillary partners directly involved in the performance of the Services to be performed (together the "Permitted Recipients").

**18.4** Supplier shall ensure that all Permitted Recipients shall keep the Confidential Information secret. No Confidential Information will be provided by Supplier to any third party and Supplier shall ensure that the Permitted Recipients do not provide any Confidential Information to any third party.

**18.5** If the engagement between equensWorldline and Supplier is terminated in accordance with clause 20 (Term and termination) below or when the Services have been completed, Supplier shall immediately return, and will cause the Permitted Recipients to return, all Confidential Information (howsoever stored and whether in writing, on computer disk or any other means of storage) to equensWorldline.

**18.6** The confidentiality provisions set out in this clause 18 (Confidentiality) shall survive any termination of the agreements confirmed by a Hire Confirmation and its Conditions for a period of three (3) years following the termination.

**19. Data protection**

In performing its obligations under the Hire Confirmation, Supplier is processing personal data controlled by equensWorldline and therefore agrees to the following:

- (a) Supplier shall process the personal data only on behalf of equensWorldline and only for the purposes of performing the Services and these Conditions and only in accordance with the instructions contained in the Hire Confirmation and these Conditions or received from equensWorldline from time to time; Supplier shall inform equensWorldline promptly if it deems any instructions to be in conflict with applicable laws or otherwise unlawful or in conflict with the terms of the Hire Confirmation and these Conditions;
- (b) Supplier shall ensure that access and use of the systems/tools processing personal data are intended solely for access and use in the European Economic Area and Switzerland and no transfer of personal data, including any transfer via electronic media, shall take place out of the European Economic Area and Switzerland without equensWorldline's prior written approval;
- (c) Supplier shall not modify, amend, alter the content of the personal data or use it for its own purpose or disclose or otherwise communicate or permit the disclosure or other communication of any of the personal data to any third party, except as specifically instructed by equensWorldline and as necessary for the purpose of performing the Services; for the avoidance of doubt, disclosure of personal data by Supplier where required by law shall require equensWorldline's prior written approval, which will not be unreasonably withheld;
- (d) Supplier shall not engage any sub-contractor for the processing of personal data controlled by equensWorldline without prior written approval of equensWorldline. Subject to the aforementioned prior written consent, Supplier shall have the obligation to conclude a written agreement with such sub-contractor which shall include the same data protection terms and conditions as Supplier's and warranties that all controls as set forth in sub-clause (i) here below can be performed also towards such sub-contractor. Supplier shall be fully liable towards equensWorldline for any such sub-processor engaged by it;
- (e) Supplier shall take the appropriate technical and organizational measures to protect the personal data against unauthorized or unlawful processing and against unlawful or accidental destruction, accidental loss, falsification, unauthorized dissemination, damage, alteration, unauthorized access or disclosure. Supplier agrees to store and process personal data from other data controllers strictly separate from the personal data processed as a result from the Services. Supplier shall keep proper records of any such measures taken within its organization and supervise compliance on a regular basis;
- (f) Supplier shall take reasonable steps to ensure the reliability of any of Supplier's employees, agents, contractors and sub-processors who have access to the personal data. Supplier shall ensure that only those of Supplier's Personnel who need to have access to the personal data are granted access to such data and only for the purpose of the performance of the Services and that they are informed of the confidential nature of the personal data. Supplier must require its Personnel to acknowledge the terms of this clause and ensure compliance by its Personnel with these terms;
- (g) Supplier shall use all reasonable efforts and provide full cooperation to assist equensWorldline in complying with all obligations imposed by Data Protection Laws on equensWorldline, in particular in respect of the data subject's right of access and its rights to rectification and erasure of the data within the statutory response periods; Supplier shall promptly comply with any request from equensWorldline requiring Supplier to amend, transfer or delete personal data and Supplier shall promptly notify equensWorldline of any personal data incident in connection with its data processing activity; personal data incidents include situations of personal data breach and any other unauthorized or other unlawful disclosure or processing of personal data and situations where any personal data is lost, destroyed or becomes damaged, corrupted or unusable; the notification to equensWorldline must include all the relevant information needed for equensWorldline to comply with its obligations under applicable law; Supplier must restore any lost, destroyed or damaged, corrupted or unusable personal data at its own expense. Supplier shall not give any information on personal data incidents to third parties;
- (h) Supplier shall permit equensWorldline or its external advisers (subject to such advisers being bound by satisfactory confidentiality obligations) to inspect or audit Supplier's data processing activities and to comply with reasonable requests or directions of equensWorldline to enable equensWorldline to verify that Supplier is in compliance with its obligations under the Hire Confirmation and these Conditions. During the course of the audit, Supplier shall make available one or more of its managers or senior officials with the appropriate level of expertise and authority to (i) answer any reasonable queries of equensWorldline or its external advisers, and (ii) permit access to all relevant facilities and systems used by Supplier to process personal data;
- (i) Promptly after termination of the Services as agreed upon in the Hire Confirmation or upon request by equensWorldline at any time, Supplier shall and shall procure that its sub-processors shall at the choice of equensWorldline promptly return to equensWorldline, or destroy, or delete from its systems, all personal

information, materials, documentation (including all copies in every form and media) in its power, possession or control. Upon request of equensWorldline, Supplier shall provide sufficient evidence to equensWorldline of the return, the destruction or deletion of the personal information;

- (j) Supplier shall indemnify equensWorldline against all third-party claims which may be filed or threatened against equensWorldline because of violation of any applicable Data Protection Laws which are attributable to Supplier;
- (k) Supplier shall indemnify equensWorldline against all claims of third parties, including government bodies, which may be filed or threatened against equensWorldline because of a violation of the laws concerning the statutory retention periods by Supplier;
- (l) For the purpose of this clause, "personal data", "process/processing", "controller" and "processor" shall have the same meaning as in the applicable Data Protection Laws or Directive 95/46/EC with regard to the processing of personal data (the "Data Protection Directive"); in particular and without limitation (in accordance with Article 17 of the Data Protection Directive) in relation to personal data of which equensWorldline is the "data controller" and which Supplier "processes". "Data Protection Laws" mean all applicable country-specific data protection laws, including and not limited to the Directive 95/46/EC and the Swiss Data Protection Act with regard to the processing of personal information, whether in existence as of the effective date of the Hire Confirmation or enacted during the performance of the Services; "personal data breach" shall have the same meaning as in the Directive 2002/58/EC (as amended);
- (m) For the purpose of this clause only, equensWorldline has entered into the agreement laid down in the Hire Confirmation on its own behalf and on behalf and for the account of any Affiliates for which Supplier also processes personal data of which the Affiliates are data controllers;
- (n) The provisions in this clause shall constitute the processing agreement between equensWorldline and Supplier and between each of the Affiliates and Supplier respectively as required pursuant to applicable Data Protection Laws.

## **19. Timescales and delays**

**19.1** equensWorldline shall expect from Supplier full support in order to meet the deadlines, if any, set forth in the Hire Confirmation. Supplier will use its best efforts to ensure that the Services and Deliverables or parts thereof are completed by the planned completion date specified in the Hire Confirmation, or such later date as may be determined by equensWorldline at its sole discretion.

**19.2** In the event of any failure by Supplier to perform the Services or deliver the Deliverables in accordance with the Hire Confirmation as a result of any act or omission of Supplier or its Personnel, equensWorldline shall have the right to withhold payment of related Fees until the agreement has been performed to equensWorldline's satisfaction, without prejudice to any other remedies of equensWorldline under Dutch law.

## **20. Term and termination**

**20.1** equensWorldline may terminate any agreement as confirmed in the Hire Confirmation without cause with a notice period of 10 working days, subject to settling in full all amounts due under such Hire Confirmation as at the date of such termination as further mentioned in clause 20.2 below. Consistent with the preceding sentence, equensWorldline shall compensate Supplier for the following costs: All work completed and reasonable expenses incurred up to the date of termination pursuant to approval by equensWorldline of days or hours worked.

**20.2** If an agreement between equensWorldline and Supplier has been terminated in accordance with clause 20.1 above, equensWorldline shall be under no liability other than to make payment for satisfactory Services rendered up to the effective termination date and any authorized expenses incurred or committed to the date of termination. Such termination shall be without prejudice to any rights that equensWorldline has against Supplier.

**20.3** Notwithstanding its other remedies, equensWorldline may immediately terminate an agreement with Supplier if Supplier (i) is in material breach of any of its obligations hereunder or these Conditions and/or Hire Confirmation, which breach continues after written notice and a reasonable opportunity to cure or (ii) is unable to pay its debts as they mature; becomes insolvent; is subject to bankruptcy, reorganization, moratorium, insolvency or similar proceedings for the relief of financially distressed debtors; is subject to winding up, dissolution or liquidation (judicial or non-judicial) proceedings; voluntarily or involuntarily suspends or discontinues its business; liquidates or sells a substantial part of its assets; makes an assignment for the benefit of its creditors; or is subject to the appointment of a receiver, liquidator or other third party over its assets or business.

## **21. Compliance**

Supplier shall comply with all laws and regulations in force in the country where the Services and Deliverables are to be provided under the Hire Confirmation and these Conditions. Such regulations shall include, but are not limited to: 1) equensWorldline's most recent Code of Conduct, plus additional instructions issued by equensWorldline and 2) regulations and laws regarding the payment of taxes and premiums, safety, environment, health and safety measures.

## **22. Governing Law**

The Conditions are construed in accordance with Dutch law and will be subject to the exclusive jurisdiction of the competent court in Utrecht, The Netherlands.

## **23. Publicity**

Supplier shall not use equensWorldline's name or trademarks or any language, pictures or symbols which could, in equensWorldline's judgment, indicate or imply equensWorldline's involvement in or endorsement of any written or

oral advertisement or presentation, brochure, newsletter, book or other published material, without equensWorldline's prior written consent.

**24. Notices**

Any notice, request, demand or other communication given or made under the Hire Confirmation and these Conditions shall be sent by e-mail to the relevant party. Notices of termination shall be sent by registered mail.

**25. Non-solicitation**

Neither Party shall during the term of this Agreement and for a period of twelve (12) months thereafter, directly or indirectly, solicit, entice away or employ employees or independent contractors of the other, such prohibition not to extend to cases where such employees of contractors respond to advertisements addressing job seekers in general including, without limitation, advertisements placed on the internet.

**26. Entire agreement and Conditions**

**26.1** The Conditions and Hire Confirmation constitute the whole agreement between equensWorldline and Supplier.

**26.2** The Hire Confirmation and Conditions shall supersede any prior promises, representation, undertakings or implications whether oral or in writing and, for the avoidance of doubt, the parties acknowledge that neither has entered into any agreement in reliance upon any representation or term other than those which are referred to in the Hire Confirmation and these Conditions.

**27. Severability**

If any provisions of the Hire Confirmation or the Conditions or the applicability of any provision thereof shall be held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions of the Hire Confirmation and these Conditions shall continue in full force and effect.

**28. Waiver**

No waiver of any term of the Hire Confirmation and the Conditions by either party shall be deemed to be a further or continuing waiver nor shall it be a further or continuing waiver of any other term of the Hire Confirmation and the Conditions.

**29. Translation**

In case of a dispute between the English text of these Conditions and any translations thereof the English version shall prevail over any translations of this text