

BASED ON GENERAL | MEDIATION MODEL CONTRACT

Reviewed by Dutch Tax and Customs Administration no. 9091568203 | 17/03/2016

THREE-PARTY AGREEMENT FOR SERVICES AND MEDIATION

equensWorldline SE version 20160606

THE UNDERSIGNED:

- I.** Contractor, acting in this matter under the name of [name of sole proprietorship], listed in the Business Register under number [number], duly represented in this matter by [name], referred to hereinafter as: '**Freelancer**';

or:

..... [name of business], having its registered office and principal place of business in [town/city], duly represented in this matter by [name], acting in the capacity of [job title], referred to hereinafter as: '**Freelancer**';

and

- II.** equensWorldline SE, a European company having its registered office and principal place of business in Utrecht, duly represented in this matter by [name], acting in the capacity of [job title], referred to hereinafter as: '**Client**';

and

- III.** Staffing Management Services BV, a private limited liability company having its registered office and principal place of business in Rotterdam, duly represented in this matter by Wouter Waaijbergen, acting in the capacity of Director, referred to hereinafter as: '**Mediator**';

All of whom are also referred to in conjunction as: '**Parties**', or individually as: '**Party**';

WHEREAS:

1. The Client is an organisation whose operations concern processing electronic payment transactions;
2. The Freelancer possesses expertise and experience in the field of [.....] and offers performance of services in that field;
3. The Client's business requires activities as offered by the Freelancer;
4. Following mediation by the Mediator, the Client wishes to engage the Freelancer to carry out activities for the Client, without an employment contract, subject to the conditions as agreed in the present agreement (hereinafter: '**Agreement**');;
5. The Freelancer is free to form agreements for services with other clients if it so wishes;

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6. The Client and the Freelancer qualify the Agreement as a contract for services within the meaning of articles 400ff., Book 7 Dutch Civil Code, for which purposes the Freelancer carries out the activities as an independent professional/business and the Agreement is governed by the provisions of Title 7 of Book 7 Dutch Civil Code except where and insofar as the Parties have agreed otherwise in the Agreement;
7. In terms of the service arrangements between the Mediator and the Client and the service arrangements between the Mediator and the Freelancer, the Agreement similarly qualifies as a contract for services, for which purposes the Mediator is contracted by the Client and the Freelancer, respectively, to perform various services;
8. The Client and the Freelancer do not intend, with the Agreement, to form an employment contract within the meaning of article 610ff., Book 7 Dutch Civil Code and the Freelancer is aware that the Contract does not fall within the protective provisions offered by employment law;
9. The Client and the Freelancer choose, where applicable, not to apply the fictitious employment relationship of home workers or others equated to such home workers and to draw up and sign the Agreement before any payment is made;
10. With the exception of some amendments and addendums, which do not prejudice the nature of the Model Contract, the present Agreement is identical to the Model Contract reviewed by the Dutch Tax and Customs Administration on 17 March 2016, bearing number 90915.68203. In addition, various terms have been moved from the Model Contract to the General Conditions for the Provision of Services to Client (**Annex 2**), which form an integral part of the present Agreement;
11. The Freelancer is aware that by law – and otherwise – the Agreement grants no entitlement to any pension and/or other retirement fund and/or benefits for incapacity for work in respect of the Client and/or the Mediator and, insofar as is necessary, explicitly waives such entitlement;
12. The Parties wish to set forth in writing the following terms under which the Freelancer will carry out his activities and the following terms under which the Mediator will carry out its services;

AGREE AS FOLLOWS:

Explanatory note: since the present 3-Party Agreement concerns both the contracting of the Freelancer by the Client and the contracting of the Mediator by the Client and of the Mediator by the Freelancer, the present Agreement is made up of multiple parts.

Part A concerns the Contract itself for which the Client contracts the Freelancer, and sets out the Freelancer's obligations in respect of the Client and other contractual arrangements between the Client and the Freelancer. It also sets out the invoicing and payment arrangements for the performance of the Contract by the Freelancer that are in place between the Freelancer, the Client and the Mediator.

Part B concerns the mediation and other services for which the Mediator is contracted.

Part C concerns general terms that apply to the entire Agreement and to all Parties (except where explicitly stated otherwise).

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PART A. THE CONTRACT

Clause 1 – Contract

The Client wishes to utilise the Freelancer's expertise and experience as described above at 2 under 'Whereas'. To that end, after mediation by the Mediator, the Client grants the Freelancer a contract to have the activities as described in **Annex 1** to the Agreement (hereinafter: 'Contract') carried out by the Freelancer in the performance of his profession and/or business.

Clause 2 – Performance of the Contract

- 2.1 The Freelancer accepts the Contract and thereby accepts the full responsibility for carrying out the contractual activities in the correct manner.
- 2.2 The Freelancer will carry out the activities ensuing from the Contract independently. He will carry out the contractual activities to the best of his own understanding, and without supervision or management from the Client. However, the Client may give directions and instructions concerning the intended purpose of the Contract, insofar as they have no bearing on the manner in which the Contract is performed. Insofar as this is necessary for the performance of the Contract, collaborative efforts with others will be coordinated to ensure that they are conducted optimally. Where necessary for the activities, the Freelancer will accommodate the Client's working hours.
- 2.3 The Client will provide the Freelancer with all authorisation levels and information required to properly perform the Contract.
- 2.4. The Client confirms that it consents to the Freelancer also carrying out activities for other clients, for which purposes the Freelancer will explicitly observe the terms set out in clause 5 and clause 12.

Clause 3 – Obligations on the Freelancer's part

- 3.1 Before the Contract commences, the Freelancer will provide the following information to the Mediator:
 - Extract from the Business Register of the Freelancer's record;
 - Photocopies of all school or professional diplomas, certificates and degrees required for the performance of the present Contract;
 - PES Certificate (the Contract will be preceded by a screening, conducted by a third party contracted for that purpose by Client);
 - VAT registration number;
 - If Client so requests:
 - Statement of VAT remittance history from the Dutch Tax and Customs Administration
 - Photocopy of the policies for business and professional liability insurance.
- 3.2 The Freelancer confirms that he is in possession – and warrants that any third parties whose services he engages are in possession – of business and professional liability insurance that is sufficient for the purposes of the Contract to be performed. The minimum coverage provided by that insurance is €500,000 per event, allowing a minimum of €1,000,000 per year.

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- 3.3 The Freelancer warrants that the minimum coverage under the liability insurance policies described in the previous paragraph will remain ensured throughout the duration of the Contract and that the premiums will be paid on time and in full, or else that he will ensure that they are paid on time by any third party whose services have been engaged. If and when the Client and/or the Mediator so request, the Freelancer will provide the Client and/or the Mediator with photocopies of the policy schedules for these liability insurance policies, a photocopy/proof of the most recent premium invoice paid and/or a certificate of insurance.
- 3.4 While carrying out the activities that are part of the Contract, the Freelancer will observe due care and diligence. The Freelancer warrants that the activities to be carried out will be performed with professional competence and that the results will meet the contractual specifications. The Freelancer will also act in compliance with all applicable laws and regulations during the Contract. The Freelancer warrants that throughout the duration he will be qualified, licensed and competent to perform the Contract.
- 3.5 The Freelancer will comply with the rules that apply to everyone (which in the present context refers to the rules for ensuring the safety of Client's operations) for working at Client's location while performing the Contract at the Client's premises, for example access controls and safety regulations that the Client prescribes at the location or for carrying out particular activities in order to be compliant with the relevant laws and regulations.
- 3.6 The Freelancer will ensure compliance, within reason, with any protocols, company rules and codes of conduct that apply to everyone at the Client's location and/or at the locations of any third parties where the Contract is performed and that relate to general or specific safety regulations and/or requirements for compliance with applicable laws and regulations. The Client will communicate those protocols, company rules and codes of conduct to the Freelancer before the activities commence, acting through the agency of the Mediator if it so wishes.
- 3.7 The Freelancer may have the activities to be carried out as part of the Contract performed by one or more third parties, for example if the Freelancer is prevented from carrying out the activities. In that event, those third parties must similarly possess the skills and qualifications that are required to perform the Contract correctly and on time. If the Client has any doubts about the replacement's quality or experience, the Freelancer will find an alternative replacement.
- 3.8 Even where another takes his place, the Freelancer remains responsible for the performance of the Contract and for compliance with all terms of the Agreement, and warrants that any third parties whose services he has engaged are aware of the terms of set forth in the Agreement.
- 3.9 Throughout the period that he is replaced as described in clause 3(7), the Freelancer will continue to invoice the Client in the manner described in clause 4(4) and will retain his entitlement to the Consideration in respect of the Client. The Freelancer will make separate arrangements with the third parties in question about what consideration to pay those third parties for their activities. The Freelancer is responsible for paying the third parties. The Client and the Mediator are expressly not party to those arrangements and cannot in any manner be obliged to pay the third parties.

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- 3.10 The Freelancer must ensure that he has access to all tools required for carrying out the activities. Where the Client makes tools available, the Freelancer will owe the Client a prearranged consideration for their use, except where the Contract cannot be performed without those tools (for example a contract related to critical business processes). The terms for using the tools and the consideration for their use will be recorded in writing in **Annex 1**. That same Annex 1 will also record arrangements about the payment of that consideration and the applicable payment schedule.

Clause 4 – Consideration, invoicing and payment for the Contract

- 4.1 The Client, and the Client alone, owes the Freelancer a consideration for the performance of the Contract. That consideration (hereinafter: 'Consideration') is set forth in **Annex 1**. The Consideration is net of VAT unless Annex 1 states otherwise. In all circumstances the Client remains responsible for fulfilment of this payment obligation in respect of the Freelancer.
- 4.2 The Consideration covers travelling expense, subsistence expenses, costs of materials where applicable, other expenses and travel time, including the costs of the pre-employment screening (PES) that is mandatory at financial institutions such as the Client and that is conducted by a third party. These costs, and the time related to those costs such as travel time, will not be reimbursed separately, unless **Annex 1** explicitly states otherwise.
- 4.3 The Freelancer will unequivocally not receive any consideration for time during which the Freelancer does not carry out any activities for the Client, for example while sick or on leave. The Freelancer is aware that he will not have any entitlement in respect of the Client and/or the Mediator for payment in any form if he is unable to work.
- 4.4 The Consideration will be invoiced using a reversed billing process. Based on the hours/days that the Client has approved in the Client's time registration system, the Client will send the Mediator a statement of the billable hours. The Mediator will then invoice the Client on behalf of the Freelancer. The Client will pay the Freelancer directly. The Mediator will ensure that the Freelancer's invoices are submitted promptly, in that the invoice for a particular calendar month is sent to the Client within 2 days after the end of that calendar month.
- 4.5 Unless the Parties have agreed otherwise, the Client will pay the amount that is due based on a particular invoice to the Freelancer within 60 days after it receives that invoice.
- 4.6 The Mediator's and Client's obligations pursuant to the present clause explicitly apply insofar as the invoice satisfies the invoicing requirements imposed by law and the arrangements about the Consideration and about invoicing set forth in **Annex 1**.

Clause 5 – Non-compete clause

While the present Agreement is in effect the Freelancer is not permitted to carry out activities for any of the Client's competitors without the Client's consent.

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PART B. THE MEDIATION

Clause 6 – Services that the Mediator provides to the Client

- 6.1 The Mediator has arranged the following matters for the Client in connection with the Contract, or will arrange them while the Agreement is in effect:
- Reviewing the documents that the Freelancer is obliged to provide based on the Agreement;
 - Registering the Freelancer for the PES screening, verifying that the PES screening has been initiated and lastly verifying that it has been carried out, with a favourable outcome, before the Contract commences. The costs of the PES screening will be charged to the Freelancer;
 - Matching supply and demand at the Client's request, selecting and putting forward the Freelancer as a candidate for the Contract;
 - Reviewing the Freelancer's invoices. To that end, at the start of each calendar month the Client will provide the Mediator with a statement showing the hours spent on work based on the Agreement during the previous calendar month;
 - Drawing up and managing the Agreement, including helping the Client to give shape to the arrangements set forth in the Agreement.
- 6.2 The Mediator will send the Client an invoice for the consideration for the services listed in paragraph 1 of the present clause (hereinafter: 'Mediation Fee').
- 6.3 The Client and the Mediator will make separate arrangements about the amount of and payment conditions for the Mediation Fee, since the Freelancer is not party to those arrangements.

Clause 7 – Services that the Mediator provides to the Freelancer

- 7.1 The Mediator has arranged the following matters for the Freelancer or will arrange them while the Agreement is in effect:
- Matching supply and demand at the Freelancer's request and finding the Contract for the Freelancer;
 - Drawing up and managing the Agreement, including helping the Freelancer to give shape to the arrangements set forth in the Agreement;
 - Using the Client's timesheets and the Client's draft invoice in the reversed billing process to review the draft invoice and gain feedback on it from the Freelancer. The Mediator will use that invoice for purposes of the invoicing described in clause 4(4).
- 7.2 Since the Client is not party to the arrangements concerning matters that have been arranged or will be arranged within the meaning of paragraph 1 of the present clause, the Client does not have access to the Mediator's invoices to the Freelancer as meant above.

PART C. GENERAL PROVISIONS

Clause 8 – Duration and termination

- 8.1 The Agreement is formed for the duration of the Contract as set forth in **Annex 1**. The Agreement terminates by operation of law when the Contract has been performed, or at an earlier moment as described in **Annex 2**.

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- 8.2 Where the Parties decide to renew the Contract, this is possible only with the Mediator's consent and through its mediation. Any renewal must be agreed in writing as an addendum to the Agreement. Unless agreed otherwise, the terms set forth in the Agreement explicitly continue to apply in the event of a renewal.
- 8.3 Where circumstances change relative to the circumstances that existed when the present Agreement was formed, and given that change – if those circumstances had been known and/or had existed when the present Agreement was formed – the Client would not have formed the present Agreement, or only on other terms, the Parties will discuss amendments to the Agreement. If the Parties do not reach a consensus on such amendments, the Client is entitled to cancel the present Agreement prematurely, without giving any notice or else, if it prefers, rescinding the present Agreement with immediate effect.
- 8.4 In the event Client terminates the Agreement on the grounds described in paragraph 3 of this clause and/or article 20 (paragraph 3) of the General Conditions (Annex 2), Client is in no instance obliged to compensate the Freelancer for any loss or damage that is caused by the termination of the Agreement based on those paragraphs
- 8.5 The Agreement terminates with immediate effect in the event of the Freelancer's death.

Clause 9 – Confidentiality

The confidentiality of Client's confidential information is crucial for Client. Therefore, the Freelancer will at all times both throughout the contractual duration defined in the Hire Confirmation and after its expiry, comply with the confidentiality obligations following from the present Agreement, and in particular clause 19 in **Annex 2**, or otherwise.

Clause 10 – Other provisions

- 10.1 The terms and conditions of the Mediator and the Freelancer, if they exist, do not apply to the Agreement. The Agreement is governed by the General Conditions for the Provision of Services to Client set forth in **Annex 2** insofar as the Hiring Conditions (Annex 1) do not state otherwise and insofar as they comply with the guide published by the Dutch Tax and Customs Administration in connection with the Dutch Assessment of Employment Relationships (Deregulation) Act (*Wet deregulerend beoordeling arbeidsrelaties*).
- 10.2 Amendments and/or addendums to the Agreement must be agreed in writing between the Parties. The foregoing does not apply to the provisions of **Annex 3**. Amendments and/or addendums in **Annex 3** may only be agreed in writing between the Mediator and the Client.
- 10.3 If any term of the Agreement is found or declared to be void, the other terms will remain in effect and the Parties will consult with one another to agree on new terms to replace the void or voided terms, observing the purpose and scope of the void or voided terms wherever possible.

Clause 11 – Choice of forum and competent court

- 11.1 The Agreement is governed by the laws of the Netherlands.

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11.2 All disputes between the Parties that ensue from the Agreement may be referred to the competent court in Utrecht by any of the Parties.

Agreed and drawn up in triplicate in _____ on _____ 201__

Client
equensWorldline SE

Freelancer
[.....]

Mediator
Staffing Management Services BV

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Annexes:

Annex 1: - Hire Confirmation:
 - Description of the Contract
 - Consideration

Annex 2: General Conditions for the provision of Services to equensWorldline SE

Annex 3: Mediation Fee

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Annex 1 HIRE CONFIRMATION

Description of the Contract

Description of the activities:

Description of the project:

Project name/department name:

Commencement date:

Hours to be worked

Duration of the Agreement

Location where the activities are to be carried out:

Consideration

Fee

Expenses

Payment to be made within *60 days*

IBAN of the Freelancer's bank account

Consideration for tools

Description

To be invoiced Client after the end of each month

Payment to be made within 60 days after the date of the invoice

Client's invoicing details:

Invoicing address

[Mediator's invoicing address]

Purchase number

[Purchase number]

Annex 2 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 Freelancer providing Services.

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

2. Definitions

The following definitions shall apply to Freelancers engaged by equensWorldline SE to render Services:

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

"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.

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

"Confidential Information" shall have the meaning ascribed to it in clause 18.

"Deliverables" shall mean the agreed-upon results of all Services, works of authorship, whether in hardcopy 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 Freelancer to equensWorldline.

"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.

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

- a) the type of activities Freelancer will perform;
- b) the period in which Freelancer will perform the contract;
- c) the location where the Services will usually be performed;
- d) the name of the contractual Freelancer;
- e) the name of the Freelancer who will perform the activities
- f) the daily/hourly rate at which the Services will be performed;
- g) invoicing, method of payment and payment schedule;
- h) contact details;
- i) arrangements for termination before expiry.

"Freelancer" shall mean the contractual partner of equensWorldline, being a person providing the Services or the legal entity deploying any of its Personnel at equensWorldline in order to provide the Services.

"Hiring Request" shall mean the request by equensWorldline in VMS for engaging a Freelancer, describing the job requirements, Services, Deliverables and desired skills and experience of such Freelancer.

"Intellectual Property Rights" shall mean:

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

"Model Contract" shall mean the contract between equensWorldline and Freelancer based on "MODELOVEREENKOMST" no. 9091568203 as approved by the Dutch Tax and Customs Administration.

"MSP" shall mean the managed service provider (Hiring desk), i.e. the party contracted by equensWorldline to manage multiple Freelancers and suppliers and to measure their effectiveness for purposes of filling a position according to a Hiring Request. MSP will serve as a neutral party, offering a complete workforce solution while ensuring efficient operation and leveraging multiple Freelancers and suppliers to negotiate competitive rates.

"Personal Data" shall mean the same as in 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 Freelancer "processes".

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

"Proof of Non-Employment" shall mean any document evidencing the fact that neither Freelancer nor any of its personnel will be considered an equensWorldline employee by performing the Services. Such documents may vary in each country and may constitute:

- VAT number registration;
- Extract from the Business Register at the Chamber of Commerce (or a comparable public register for

- companies in other countries than the Netherlands);
- E101/A1 form for contractors working outside their EEA home country but within the EEA or a country that has a social security agreement in place with the EEA country in which Freelancer performs the Services;
- The Model Contract
- In the Netherlands only: "*Verklaring betalingsgedrag nakoming fiscale verplichtingen*" and/or "*Verklaring betalingsgedrag keten- of inlenersaansprakelijkheid*" as issued by the Dutch Tax Authorities;

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

3. Appointment

3.1 Freelancer shall deliver Services to equensWorldline as specified in a Hire Confirmation.

3.2 Freelancer does not have the exclusive right to deliver Services.

3.3 Freelancer shall not have the power, and shall not indicate to any third party that it has the power, to bind or commit equensWorldline in respect of any third party in any way whatsoever.

3.4 Freelancer may not appoint subcontractors or legal, accounting or other professional advisors to assist it in its provision of the Services at equensWorldline's cost without prior written approval from equensWorldline.

3.5 Freelancer hereby declares to have received all the documents mentioned in these Conditions that apply to the Services to be delivered to equensWorldline, with the exception of the Hiring Conditions, which will be drafted after agreement on their content has been reached. Unfamiliarity with these documents shall not serve as a valid ground for claims.

4. Provision of the Services, service levels and PES

4.1 The Services under the Hire Confirmation shall be performed in accordance with these Conditions, the Model Contract and the Hire Confirmation.

4.2 In order to successfully provide the Services, Freelancer shall meet all fixed deadlines which the parties agree are material. Any unjustified delay shall result in the application of clause 21.4 below.

4.3 Freelancer must undergo a pre-employment screening ("PES") as indicated and provided for by equensWorldline. This screening will review the reliability and competence of the personnel performing the Services. For this purpose equensWorldline shall pay specific attention to verifying the employment history with any previous clients and/or employers and verifying academic and/or professional qualifications.

4.4 Freelancer and its personnel must be able to demonstrate that the reviews have been carried out satisfactorily. In the event that the results of the screening are not to equensWorldline's satisfaction, equensWorldline will not grant the assignment to this particular Freelancer/individual or its personnel. All personnel performing the Services shall prove their identity by showing official identity documents to equensWorldline on the first day at equensWorldline's offices.

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

4.6 Freelancer is not entitled to invoice more than 8 hours per working day, with a maximum of 40 hours per week, unless otherwise agreed in writing.

5. MSP procedure

5.1 When equensWorldline requires Services it shall submit a Hiring Request in VMS. MSP shall place such Hiring Request on the market, to enable Freelancer to respond. Freelancer shall use its best efforts to submit its 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. MSP shall inform Freelancer accordingly. Any questions and answers will be communicated by MSP.

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

5.3 Freelancer is required to provide equensWorldline with mandatory documents, such as:

- Identity document of the candidate (ID card or passport (no driving licence));
- Recent extract from the Business Register of the Chamber of Commerce (not older than one month);
- "*Verklaring Betalingsgedrag Belastingdienst BTW*" (statement of VAT remittance history from the Dutch Tax and Customs Administration);
- *Verklaring omtrent het gedrag*, (certificate of good conduct, "VOG").

In addition, the following documents may be required:

- Work permit ("*tewerkstellingsvergunning*") for contractors and freelancers outside the Netherlands;
- Diplomas and certificates and the similar documents, insofar as requested by equensWorldline;
- Insurance policy.

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

5.5 Upon fulfilment of the Services, Freelancer shall ensure that any items made available by equensWorldline (such as security access badges) are returned to equensWorldline within one week after the expiry date.

5.6 If the response date indicated in the Hiring Request has expired, Freelancer may no longer respond to the open Hiring Request.

6. Limitation of scope to Services in the Netherlands

6.1 Freelancer shall comply with all relevant legal requirements. To comply with legal requirements, Freelancer guarantees to agree to work in accordance with "*Modelovereenkomst 9091568203*", to have a valid registration of its VAT number, to provide a recent extract from the Business Register of the Chamber of Commerce, to submit a "*verklaring betalingsgedrag Belastingdienst BTW*" (statement of VAT remittance history from the Dutch Tax and Customs Administration) and to provide a valid identity document and "*Verklaring omtrent het gedrag*" (certificate of good conduct) for working for a financial institution.

6.2 On request Freelancer shall submit proof of liability insurance to equensWorldline.

6.3 If the facts and circumstances based on which the "*Verklaring omtrent het gedrag*" was issued have changed, Freelancer shall immediately inform equensWorldline of this in writing.

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

7. 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, Freelancer shall, at no extra charge, promptly correct the unsatisfactory Services within five (5) working days after equensWorldline's notification. If such Services are not corrected to equensWorldline's satisfaction, equensWorldline shall be entitled to terminate the contract as laid down in the Hire Confirmation immediately.

8. Fees

8.1 Upon Acceptance, equensWorldline shall pay Freelancer the fees specified in the Hire Confirmation (the "Fees").

8.2 The Fees stated in the Hire Confirmation include all taxes (except VAT), duties, governmental levies and tariffs of whatever kind as are applicable to each Service. equensWorldline shall not pay any other taxes. Freelancer shall periodically ensure, on its own responsibility, that all taxes and obligatory premiums related to turnover generated by Freelancer are paid.

8.3 All fees and other amounts payable shall be invoiced and paid in Euros.

8.4 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.

9. Payments

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

9.2 No increases in costs and/or Fees shall be implemented during the period agreed upon in the Hire Confirmation.

10. Invoicing

10.1 Freelancer shall register the days or hours worked on a weekly basis in the time registration system used by equensWorldline.

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

10.3 Freelancer shall invoice equensWorldline in the manner specified in more detail in the Hire Confirmation.

11. Intellectual Property Rights

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

11.2 Freelancer guarantees that each of its personnel assigned to act on its behalf under the agreement has signed a proper written statement in which he/she assigns to equensWorldline all Intellectual Property Rights to be owned by equensWorldline pursuant to these general conditions and waives any and all claims to these rights.

11.3 Freelancer 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 these general conditions. Without limiting the foregoing and except 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 commercially operate the Intellectual Property Rights owned by, and vested in, it pursuant to these general conditions.

11.4 Freelancer, at its expense, shall indemnify equensWorldline and hold it 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 wilful misconduct on the part of equensWorldline. Freelancer shall pay all costs, fees (including attorney's costs) and loss or damage incurred by equensWorldline for any such claim or settlement thereof to which

Freelancer consents.

11.5 If any allegation of infringement of copyright or other intellectual property right with respect to the Services/Deliverables is made, or in Freelancer's opinion is likely to be made, in addition to equensWorldline's other rights and remedies, the Freelancer 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 the Hire Confirmation 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.

12. Copyrights

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

13. Assignment of rights

Except as otherwise provided by law, 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 Freelancer 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 Freelancer conduct or negligence resulting in (i) injury to or death of any person, (ii) damage to or loss or destruction of any property, (iii) attachments, liens or claims of workers or labourers, or (iv) failure to comply with clause 16 of the Conditions, except to the extent that the liabilities are caused by gross negligence or wilful misconduct on the part of equensWorldline. Freelancer shall pay all costs, fees (including attorney's fees) and damages which are incurred by equensWorldline for any such claim or action or settlement thereof to which Freelancer consents.

14.2 Freelancer shall indemnify equensWorldline from any possible claims by the tax authorities and the social security board with respect to wage tax, social security contributions 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 are considered to be an actual or fictitious employment relationship by the tax authorities, the social security board or the Labour Inspectorate or any claims related to vicarious liability.

15. Liability, insurance and indemnity

15.1 Freelancer is liable for damage and/or losses incurred by equensWorldline as a result of any breach of the contractual obligations in the Hire Confirmation, tort or any other causes of action attributable to Freelancer. However, Freelancer's liability is limited to an amount of € 500,000 for each case with a maximum of two cases per calendar year.

15.2 equensWorldline is not liable for any consequential or indirect damage suffered by Freelancer or a third party, including but is not limited to loss of reputation, loss of trading time, damage suffered by customers or Freelancers or intangible damage.

15.3 Freelancer shall ensure that for the duration of the agreement described in the Hire Confirmation its activities are covered by adequate insurance in respect of all liabilities which may occur as a result of the Services performed by Freelancer. The minimum coverage for such insurance shall be the maximum liability as follows from clause 15.1 above. As proof of such insurance, Freelancer shall submit annual proof of insurance to equensWorldline according to clause 5.3 of these Conditions. Freelancer shall immediately inform equensWorldline of all changes with regard to insurances as meant in this clause 15.3, if such changes might influence the insurance coverage.

15.4 Freelancer shall inform equensWorldline as soon as possible after an instance of loss or damage, within three months after the loss or damage was caused or suffered or at the latest one year ("expiry period") after Freelancer became aware or should have become aware of the instance of loss or damage.

15.5 Freelancer shall at all times take suitable measures to minimize loss or damage and claims for compensation.

16. Warranties

Freelancer represents and warrants that:

- (i) any and all Services and Deliverables provided hereunder are 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 possess the necessary skills and expertise to perform the Services;
- (iv) its personnel are fully aware of the substance of these Conditions and comply with all the stipulations contained herein;
- (v) all rights assigned to equensWorldline in accordance with clause 11.2 (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;
- (vi) Freelancer has obtained written consent of each member of its personnel confirming that (a) he/she consents to assign all Intellectual Property Rights through Freelancer to equensWorldline and (b) he/she will keep all information related to the Services, Deliverables and the Conditions and/or to equensWorldline in strict confidence and in accordance with the provisions of clause 18.

17. Conflict of interests

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

18. Confidentiality and data protection

18.1 Confidentiality

18.1.1 Freelancer shall at all times, during the period agreed upon in the Hire Confirmation and after its expiry, keep in the strictest confidence all information relating to equensWorldline that is of a secret, confidential or proprietary nature, being any information which is 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 Freelancer ("Confidential Information").

18.1.2 Freelancer 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.

18.1.3 All Confidential Information shall be provided by Freelancer only to its personnel and to those ancillary partners directly involved in the performance of the agreed-upon Services (together: the "Permitted Recipients").

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

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

18.1.6 The confidentiality provisions set out in this clause 18.1 (Confidentiality) shall survive any termination of the agreements confirmed by a Hire Confirmation and its Conditions by a period of three (3) years following the termination.

18.2 Data protection

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

- (a) Freelancer shall process the personal data only on behalf of equensWorldline and only for 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; Freelancer 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) Freelancer shall ensure that access to and use of the processing personal data systems/tools 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) Freelancer shall not modify, amend or alter the content of the personal data or use it for its own purposes 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 Freelancer where required by law shall require equensWorldline’s prior written approval, which will not be unreasonably withheld;
- (d) Freelancer shall not engage any subcontractor to process personal data controlled by equensWorldline without prior written approval from equensWorldline. Subject to the aforementioned prior written consent, Freelancer shall have the obligation to conclude a written agreement with such subcontractors which must include the same data protection terms and conditions as Freelancer’s and warranties that all controls as set forth in sub-clause (i) below can also be performed in respect of such subcontractors. Freelancer shall be fully liable towards equensWorldline for any such subcontracting data processor that it engages;
- (e) Freelancer 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. Freelancer agrees to store and process personal data from other data controllers strictly separate from the personal data processed as a result from the Services. Freelancer shall keep proper records of any such measures

- taken within its organization and supervise compliance on a regular basis;
- (f) Freelancer shall take reasonable steps to ensure the reliability of any of Freelancer's employees, agents, contractors and sub-processors who have access to the personal data. Freelancer shall ensure that only those of Freelancer'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. Freelancer must require its personnel to acknowledge the terms of this clause and ensure compliance by its personnel with these terms;
 - (g) Freelancer shall use all reasonable efforts and provide full cooperation to assist equensWorldline in complying with all obligations imposed by Data Protection Laws (as defined at (l) below) 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; Freelancer shall promptly comply with any request from equensWorldline requiring Freelancer to amend, transfer or delete personal data and Freelancer 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 or 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 laws; Freelancer must restore any lost, destroyed or damaged, corrupted or unusable personal data at its own expense. Freelancer shall not give any information on personal data incidents to third parties;
 - (h) Freelancer shall permit equensWorldline or its external advisers (subject to such advisers being bound by satisfactory confidentiality obligations) to inspect or audit Freelancer's data processing activities and to comply with reasonable requests or directions of equensWorldline to enable equensWorldline to verify that Freelancer is in compliance with its obligations under the Hire Confirmation and these Conditions. During the course of the inspection or audit, Freelancer 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 Freelancer 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, Freelancer shall and shall procure that its subcontracting data processors shall promptly return to equensWorldline, or if equensWorldline prefers 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 unless legislation or a legal requirement imposed on Freelancer (or on the subcontracting data processor) prevents it from returning, destroying or deleting all or part of the personal data processed. Upon request of equensWorldline, Freelancer shall provide sufficient evidence to equensWorldline of the return, the destruction or deletion of the personal information. In circumstances where Freelancer is unable to return, destroy or delete the personal data on account of legislation or a legal requirement imposed on it, Freelancer guarantees the confidentiality of the personal data transferred and will not undertake any further processing of the personal data;
 - (j) Freelancer shall indemnify equensWorldline against all third-party claims which are filed or threatened against equensWorldline because of violation of any applicable Data Protection Laws (as defined at (l) below) which are attributable to Freelancer;
 - (k) Freelancer shall indemnify equensWorldline against all claims of third parties, including government bodies, which may be filed or threatened against equensWorldline because of a violation by Freelancer of the laws concerning the statutory retention periods;
 - (l) For purposes 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 Freelancer "processes". "Data Protection Laws" mean all applicable country-specific data protection laws, including but 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 at 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 purposes of this clause only, equensWorldline has entered into the agreement laid down in the Hire Confirmation on its own behalf and on behalf of and for the account of any Affiliates for which Freelancer 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 Freelancer and between each of the Affiliates and Freelancer respectively as required pursuant to applicable Data Protection Laws.

19. Timescales and delays

19.1 equensWorldline shall expect from Freelancer full support in order to meet the deadlines, if any, set forth in the Hire Confirmation. Freelancer 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 Freelancer to perform the Services or deliver the Deliverables in accordance with the Hire Confirmation as a result of any act or omission on the part of Freelancer 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 and Freelancer may terminate any agreement as confirmed in the Hire Confirmation without being required to explain the cause, taking into account a notice period of 10 working days, unless a shorter period is justified on grounds of reasonableness and fairness. The foregoing is subject to equensWorldline settling in full all amounts due under such Hire Confirmation as at the date of such termination as further described in clause 20.2 below. In accordance with the preceding sentence, equensWorldline shall compensate Freelancer 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 All agreements will automatically terminate after eighteen (18) months of continuous contract duration if not agreed upon otherwise in writing.

20.3 If an agreement between equensWorldline and Freelancer 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 up to the date of termination. Such termination shall be without prejudice to any rights that equensWorldline has in respect of Freelancer.

20.4 Notwithstanding its other remedies, equensWorldline may immediately terminate an agreement with Freelancer if Freelancer (i) is in material breach of any of its obligations under these Conditions and/or the Hire Confirmation, which breach continues after written notice and a reasonable opportunity to cure or (ii) is unable to pay its debts as they fall due; 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 proceedings (whether judicial or non-judicial); 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

Freelancer 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 contributions, safety, environment, health and safety measures.

22. Governing law

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

23. Publicity

Freelancer 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. Entire agreement and Conditions

25.1 The Model Contract, Conditions, and Hire Confirmation constitute the whole agreement between equensWorldline and Freelancer.

25.2 The Model Contract, Hire Confirmation and Conditions shall supersede any prior promises, representation, undertakings or implications, whether oral or in writing, and, to eliminate any 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 these documents.

26. Severability

If any terms of the Model Contract, 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 such documents Conditions shall continue in full force and effect.

27. Waiver

No waiver of any term of the Model Contract, 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 such documents.

28. Translation

Where the English text of the Model Contract, these Conditions and the Hire confirmation conflict with any translation thereof the English version shall prevail.

BASED ON GENERAL | MEDIATION MODEL CONTRACT

Reviewed by Dutch Tax and Customs Administration no. 9091568203 | 17/03/2016

Annex 3: Mediation Fee

Consideration

[Price] for each hour that the Freelancer works for the Client

Payment to be made within

60 days after the date of the invoice

Hours to be worked

[Number of hours per day/week/month]

Mediator's invoicing details:

Invoicing address

[Mediator's invoicing address]

Purchase number

[Purchase number]