

CONTRACT OF SERVICE

The undersigned:

1. **Invest International B.V.**, a private company with limited liability, incorporated under the laws of The Netherlands, with its registered seat in The Hague, The Netherlands and its offices at Bezuidenhoutseweg 12, 2594 AV, The Hague, The Netherlands, registered with the Dutch Chamber of Commerce under registration number 83517626, duly represented by <Name>, <Function> and <Name>, <Function>, hereinafter referred to as “**Invest International**”;

and

2. <Hired company> sole proprietor with limited liability, incorporated under the laws of The Netherlands, with its registered seat in <place>, The Netherlands and its offices at <address>, <zip code>, registered with the Dutch Chamber of Commerce under registration number <kvk number>, duly represented by <representer> hereinafter referred to as “**Contractor**”;

jointly referred to as the “**Parties**” and individually as a “**Party**”,

Whereas:

- a. Invest International and its subsidiaries Invest International Public Programmes B.V., Invest International Development B.V., Invest International Capital B.V. and Invest International Investment Management B.V. together “**Invest International Group**”, are private companies funded with public capital. Its purpose is to foster innovative (Dutch) solutions for global challenges and to make the necessary investments feasible.
- b. Related to the above-mentioned business, Invest International indicated a necessity the following Service:
 - <Service>Hereinafter referred to as “**Service**”.
- c. Contractor has declared itself prepared and willing to fulfill this Service for <Invest International B.V.> Invest International has assigned Contractor to perform the Service under this contract (“**Contract**”), The performance will be executed by <name>.
- d. Parties elect to enter a Contract only based on a Contract for Service within the meaning of Article 7:400 and further of the Dutch Civil Code (BW).
- e. Parties explicitly acknowledge that they do not elect to enter into an employment agreement within the meaning of Article 7:610 and further of the Dutch Civil Code (BW).

- f. Parties explicitly acknowledge that a fictitious employment ("*fictieve dienstbetrekking*") of homeworkers ("*thuiswerkers*") or equivalent workers ("*gelijkgestelden*") as referred to in Articles 2b and 2c of the Implementing Decree Wage Tax Act 1965 (Uitvoeringsbesluit Loonbelasting 1965) and Articles 1 and 5 of the Decree of December 24, 1986, Stb. 1986, 655 is out of scope and therefore agree upon this Contract before payment.
- g. This Contract is uniform with the model contract ("*modelovereenkomst*") published by the Dutch Tax Authorities (DTA) on 01-06-2021 under number 90821.25537.1.0, or at least the mandatory provisions therein.
- h. Parties wish to set out the terms and conditions of their agreements in this Contract.

Parties have agreed as follows:

Article 1 The Service

- 1.1 The Contractor accepts the assignment as referred to in the preamble sub b for the duration of the Contract (under article 3) and thereby accepts full responsibility for carrying out the agreed work correctly. The Contractor shall fulfil the assignment to the best of his knowledge and belief.

Article 2 Execution of Service

- 2.1 Contractor accepts the assignment of the Service and accepts the full responsibility to have the Service performed in a correct manner and in time as per the starting date in article 3.1. Contractor is obliged have the Service performed to the best of its knowledge and ability.
- 2.2 Contractor shall be at liberty to perform the Service at its sole discretion at its chosen working hours, subject to the terms under the Contract. Where applicable, Invest International will facilitate Contractor in the required cooperation with others to achieve the agreed Service. If necessary for the execution of the Service, Contractor will accept the working hours of Invest International.
- 2.3. Invest International will provide Contractor with the mandate to retain the information needed to perform the agreed Service satisfactorily.
- 2.4 Contractor shall execute the Service autonomously. Contractor is fully independent in performing the Service without supervision or guidance of Invest International. Invest International can only give reasonable directions and instructions concerning the result of the Service.

Article 3 Duration of the Contract

- 3.1 The Service will start on the <startdate> and end on the <enddate>.

- 3.2 Contractor will be explicitly allowed to perform Service and/or work for third parties, provided it does not conflict with Invest International's interests.

Article 4 Obligations and replacement Contractor

- 4.1 Contractor shall regularly inform Invest International's relevant contact person indicated by Invest International about the progress of the Service and about any relevant development and/or irregularity in relation thereto.
- 4.2 Contractor undertakes to immediately inform Invest International as soon as it becomes aware of any facts or circumstances that may entail that it is not available to timely and/or properly (partly) perform the Service. In case of inability to (partly) perform the Service timely and/or properly, Contractor shall inform Invest International immediately about the reasons and the expected duration thereof. No fee or any (other) reimbursements or compensation will be due by Invest International in case no Service has been carried out by Contractor (over the subject period).
- 4.3 Contractor is free to have <name> to be replaced by another person during the work. Prior to the replacement, Contractor will inform Invest International who will perform the work on its behalf. In doing so, Invest International does not have the right to refuse the replacement(s) other than based on objective qualifications.
- 4.4 Contractor remains responsible for the quality of the work and compliance with Contract, even during the replacement.

Article 5 Termination of the Contract

- 5.1 The Contract shall terminate by operation of law after expiry of the period referred to in Article 3.1, i.e. without further notice of termination by Invest International.
- 5.2 In addition to the statutory provisions pertaining to termination, in the cases below, without judicial intervention, further notice of default, need for warning or judicial intervention, whole or partial termination of this Contract can be terminated by email (in the case of Invest International to procurement@investinternational.nl and to legal@investinternational.nl and in the case of Contractor to: [\[INSERT EMAILADDRESS\]](#)) stating the reasons, with immediate effect, without owing compensation to the other Party, if:
- Either Party, if the other Party has applied for a suspension of payment, or that other Party has been adjudicated bankrupt;
 - Either Party, if the other Party is prevented by force majeure from complying with its obligations wholly or in part for a period of 2 (two) months or more;
 - Either Party, if all or part of the other Party's assets are seized;

- Either Party, if the other Party is in serious breach of any obligation under this Contract;
 - Either Party, if the other Party discontinues its business operations, is dissolved or liquidated;
 - Invest International, when the Contractor, after a written demand from Invest International allowing a reasonable time for compliance, still fails attributable to comply promptly, properly or at all with any obligation under this Contract.
- 5.3 Termination of this Contract shall not affect the other rights and/or recovery possibilities of the Party terminating it.
- 5.4 In the event that either Party wishes to terminate this Contract prematurely, a 30 days' notice period will be considered, without being liable for any damages to the other Party.
- 5.5 In the event of termination of the Contract, Contractor shall be required to return to Invest International, all data, materials and documents made available to it by Invest International no later than the last day of the Contract.

Article 6 Fee, Invoicing and payment

- 6.1 Invest International will pay Contractor € <hourly rate> an hour excluding VAT for the scope of the Service.
- 6.2 The expected amount of hours <name> works on the Service are <hours> a week. Only the worked hours can be invoiced as specified in the invoice or annex. Invoicing shall take place based on timesheets approved by Invest International.
- 6.3 Invest International will not compensate for any costs of expenses including commuting costs, traveling costs, except for expenses made to fulfill the agreed Service (business travel).
- 6.4 The invoicing for the Service will be carried out by Contractor monthly, including a specification thereof. The invoice will comply with legal requirements. Contractor warrants that the invoices shall include:
- Reference to the Service
 - Reference and date of the invoice
 - Period to which the invoice relates
 - Agreed rate
 - Total amount of the invoice
 - A timesheet - approved by the responsible manager from Invest - must be sent along
- 6.5 All invoices are in PDF format (one invoice per PDF) and are addressed to invoices@investinternational.nl (each invoice needs to be sent separately).

The invoices contain the following information:

From Invest International:

- Cost Centre []
- Address: Bezuidenhoutseweg 12, 2594 AV The Hague
- VAT number 862901728L01
- KVK number 83517626
- PO-number [not yet known]

From Contractor:

- Full bank details (IBAN, and for parties outside the Netherlands also BIC and Intermediary bank details)
- VAT number
- Chamber of Commerce number

- 6.6 The Service shall be compensated by Invest International upon the receipt of the invoices of Contractor (in conformity with the invoicing) with observance of a payment term of 30 (thirty) days.

Article 7 Liability/Indemnification

- 7.1 This Contract is explicitly not an employment contract. Invest International shall not withhold and remit payroll taxes and/or social security contributions on fees payable under this Contract.
- 7.2 In case the DTA and/or the Implementing Authority with regard to social security (*Uitvoeringsinstelling*, "UWV") decide(s) that one or more of the invoices paid under this Contract are subject to wage tax and / or social security contributions, Contractor will to the extent possible by law indemnify and fully compensate Invest International for any financial disadvantage it suffers as a result thereof. The total financial disadvantage is hereby defined as the total amount of the additional assessment(s), including increase(s), statutory interest, fines, recovery interest and costs to determine the financial loss. From that moment all the fees involved will be considered as (gross) wages including holiday allowance, on which Invest International will withhold wage tax and social security contributions.
- 7.3 Contractor warrants that all relevant contributions for national and employees' insurance and other taxes to which it is (or: could be held) liable in the Netherlands shall be paid within the relevant time-limits set.
- 7.4 Should changes occur during the term of this Contract that are (or could be) relevant to the assessment of the legal relationship between the Parties for tax purposes, national insurance and/or civil law, Contractor shall inform Invest International immediately in writing.
- 7.5 Contractor shall further indemnify and hold Invest International harmless against all claims, costs and damages in connection with and/or resulting from any act or omission to act in relation to the Service, unless such act or omission

to act directly results from any act of Invest International for which it can be seriously blamed.

- 7.6 Contractor declares to have taken out proper accident and liability insurance policies that provide adequate coverage against damages, which may occur during or because of the performance of the agreed work.

Article 8 Confidentiality

- 8.1 Contractor shall maintain confidentiality with respect to all details concerning the business of Invest International and its customers, which Contractor can be expected to realize are of a confidential nature.
- 8.2 Contractor is prohibited, either during the Contract or after its termination, from communicating in any way to third parties, directly or indirectly, in any form whatsoever, any communication of or concerning any data concerning Invest International and its clients.
- 8.3 Contractor undertakes to take sufficient measures to ensure confidentiality with respect to all business data and information of Invest International, the Invest International Group and/or of its business partners, unless the use or disclosure of this information and data is necessary for the performance of the Service and/or the subject information and data have become generally known without this being due to breach of the duty of confidentiality.
- 8.4 Contractor undertakes to use the data and information referred to in article 8.3 only to perform the Service.
- 8.5 If this article is violated, Contractor shall forfeit to Invest International an immediately payable penalty of EUR 10,000 for each violation, without prejudice to Invest International's other rights, including the right to claim full damages in addition to the aforementioned penalty.

Article 9 Intellectual and industrial rights

- 9.1 Contractor undertakes to do everything necessary to see to it that all existing and any future intellectual property rights pertaining to results in connection with the Service are (and remain) vested with Invest International or with third party designated by it. The rates that Contractor charges to Invest International in the context of the Contract shall be deemed, in as far as necessary, to include payment for these intellectual and/or industrial property rights. To effect this transfer, the following acts must - at any rate - be performed: by signing the Contract, Contractor transfers to Invest International all existing and future intellectual property rights to existing and future results of the work performed under this Contract.

- 9.2 Contractor is obliged to inform Invest International of all the performances it carried out during the Contract that could give rise to intellectual property rights in the Netherlands or elsewhere.
- 9.3 Insofar as these acts prove not to see to it that all intellectual property rights are transferred to Invest International, Contractor undertakes, if the situation arises, to do everything possible to effect the transfer in the shortest possible term, without Contractor being allowed to attach further conditions to its cooperation. If this has not been done, Contractor hereby gives Invest International irrevocable authorization to exercise and protect the powers arising from the relevant intellectual property rights in and out of court and an exclusive, irrevocable license, not subject to a time limit, to the relevant intellectual property rights.
- 9.4 Contractor is prohibited from distributing and/or reproducing the property arising from the aforementioned intellectual property rights (10.1-10.3).
- 9.5 Insofar as Contractor has made any material available to Invest International, to which material Contractor has intellectual property rights, Contractor states that it shall grant Invest International a non-exclusive and non-transferable right to use this material. Furthermore, Contractor indemnifies Invest International from claims of third parties based on (alleged) intellectual property rights or on any other basis.
- 9.6 If this article is violated, Contractor shall forfeit to Invest International an immediately payable penalty of EUR 10,000 for each violation, without prejudice to Invest International's other rights, including the right to claim full damages in addition to the aforementioned penalty.

Article 10 Final provisions

- 10.1 Any amendments to this Contract shall be valid only insofar as they have been explicitly agreed between the Parties in writing.
- 10.2 Should this Contract contain any void provisions; this shall not invalidate the remaining provisions of this Contract. The void provision will be replaced by a legally valid provision that corresponds as much as possible to the intentions of the Parties to the void provision.
- 10.2 Parties must always inform each other about:
- Possible problems arising in the performance of this Contract;
 - Relevant changes that can be expected in the relation to the Service or this Contract.

Article 11 Applicable law

- 11.1 This Contract, any agreement resulting from this Contract, and everything related to it shall be governed by and construed in accordance with the laws of The Netherlands.

11.2 Any dispute relating to this Contract or relating to anything to or arising from the Contract shall be settled exclusively by the competent District Court of The Hague, The Netherlands.

Agreed in duplicate,

Invest International B.V.

<Name>

<Function>

The Hague,

<Name>

<Function>

The Hague,

<Name Contractor>

<Name>

<Function>

<Place>,