

**GENERAL TERMS AND CONDITIONS FOR THE HIRING OF PERSONNEL
OF SCHIPHOL NEDERLAND B.V.**

1. Definitions

- 1.1 For the purpose of these general terms and conditions ("**Conditions**"), the terms below are defined as follows:

Secondment Agreement:	The Agreement between SNBV and the Supplier, pursuant to which the Supplier supplies the Secondee or the ZZP to SNBV to perform work or an engagement for SNBV, each amendment or addition to such Agreement, as well as all actions taken to perform such Agreement.
Secondee:	A natural person who is employed by the Supplier pursuant to an employment contract and whom the Supplier assigns to SNBV based on a Secondment Agreement.
Supplier Code:	The March 2015 version of the supplier code of SNBV, which contains the rules of conduct regarding integrity and corporate responsibility. Newer versions, if any, supersede older versions, and can be consulted at www.schiphol.nl .
Quotation:	A document prepared at the request of SNBV that contains an itemised offer for a proposed Agreement.
Agreement(s):	'Agreement' is used as an umbrella term for both the Framework Agreement and the Secondment Agreement.
Framework Agreement:	An Agreement between SNBV and the Supplier in which the parties stipulate the conditions pursuant to which additional Secondment Agreements can be concluded, every amendment or addition to the Framework Agreement, as well as all actions taken to perform it.
SNBV:	The Dutch private limited liability company [<i>besloten vennootschap</i>] Schiphol Nederland B.V. and the Dutch companies associated with Schiphol Nederland B.V. as affiliates in accordance with the provisions of Section 2:24a of the Dutch Civil Code [<i>Burgerlijk Wetboek</i>].

- Supplier:** Any legal entity [*rechtspersoon*] with which SNBV enters into a Framework Agreement and/or a Secondment Agreement for the supply of Secondees and/or ZZPs to SNBV, or with which SNBV enters into negotiations regarding such an Agreement.
- Conditions:** These General Terms and Conditions for the Hiring of Personnel.
- ZZP:** A self-employed person without employees [*zelfstandige zonder personeel*]; a natural person with whom the Supplier has entered into a tax authorities-approved model professional services agreement (based on intermediation) to perform work at or on behalf of SNBV.

2. Applicability

- 2.1 These General Terms and Conditions for the Hiring of Personnel of SNBV apply to all requests, Quotations, offers, purchase orders, and Agreements in which SNBV acts as the purchaser of personnel services.
- 2.2 The Conditions constitute part of all Agreements between SNBV and the Supplier and apply to all actions and juristic acts undertaken by SNBV and the Supplier.
- 2.3 No general terms and conditions of the Supplier or any third party shall apply, regardless of what such terms and conditions are named or how they are labelled.

3. Formation of Agreements

- 3.1 Unless agreed otherwise in writing, SNBV shall not owe expenses to any actual or potential Supplier in respect of an offer from the latter to supply certain services or to cause certain work to be performed, regardless of type, or the issue of Quotations encompassing a specific offer for a proposed Agreement.
- 3.2 A Framework Agreement shall be formed at the time one party accepts an offer from the other party and the arrangements that have been recorded in writing are signed by both parties.
- 3.3 If a purchase order from SNBV follows a Quotation from the Supplier, then the Secondment Agreement shall be formed at the time that a purchase order duly signed by an authorised representative of SNBV is sent to the Supplier by e-mail.

3.4 Amendments to an Agreement or these Conditions may only be agreed in writing.

4. Substance of the Agreement

4.1 Every Agreement shall contain at least the following information:

- a) the identities of the parties;
- b) a definition of the subject of the Agreement;
- c) the effective date and term of the Agreement;
- d) rates.

4.2 In addition to the list in the previous paragraph, every Secondment Agreement shall also contain at least the following information:

- a) identification of the Secondee or the ZZP (for whom substitution may freely be made);
- b) location where the work will be performed;
- c) the work to be performed by the Secondee or the engagement to be performed by the ZZP;
- d) effective date and term (duration) of the work, the number of hours per day/week that will, in principle, be worked, and the term expressed in man-hours;
- e) if the Agreement regards an engagement to be performed by a ZZP, then, in deviation from the provisions contained in paragraph d, the Agreement must contain a description of the nature and scope of the engagement to be performed.

4.3 The parties expressly agree that the Secondee or ZZP shall not perform work for SNBV pursuant to an employment contract as meant in Section 7:610, *et seq.*, or Section 7:690, *et seq.*, of the Dutch Civil Code [BW].

4.4 A Supplier who supplies a Secondee to SNBV shall ensure that the Secondee follows the work instructions and/or directions provided to him by or on behalf of SNBV. When a ZZP is deployed, the ZZP may independently determine how the work will be done, but shall coordinate with SNBV to the extent such is required for the performance of the engagement and the achievement of an optimal result.

4.5 When performing the Agreement, and to the extent possible, the Secondee or ZZP shall perform as much of the work as possible between 6 a.m. and 6 p.m., Monday through Friday. The parties will make additional arrangements regarding exact working hours, as well as regarding the presence and absence of the Secondee or ZZP.

4.6 The Secondee's holiday leave and/or other leave shall be established in mutual consultation between the parties.

4.7 For each Agreement, an assessment shall be made regarding whether an orientation period at the Supplier's expense will be required, and, if so, how long such period will be,

subject to the proviso that if, upon entering into an Agreement, the parties believe that the Agreement will have a term of three months or longer, the Supplier will generally be required to bear the costs of the first five days of the orientation period.

- 4.8 At the request of, in consultation with, and after obtaining the written approval of SNBV, a Seconded or ZZP may be replaced if SNBV indicates that the Seconded or ZZP does not have the skills or qualifications required. The replacement must possess the required qualifications and shall not entail additional costs for SNBV.
- 4.9 Without prejudice to the provisions of paragraph 7, a Supplier may only replace a Seconded if such is unavoidable, for example, in the case of the latter's long-term illness, death, or termination of employment, and after consulting with, and obtaining the written consent of, SNBV. In the aforementioned situations, the Supplier shall, at SNBV's request, supply a replacement within 5 business days after the date on which the Seconded is no longer able to perform the work. The Supplier shall consult SNBV about these issues in advance before replacing a ZZP.

5. Termination of the Agreement

- 5.1 Notice to terminate a non-fixed-term Agreement must be given in writing with due observance of a term of notice of one month. Unless agreed otherwise in writing, fixed-term Agreements may not be terminated prematurely. If premature termination is agreed, a term of notice of termination of one month shall apply. The notice of termination must be effected in writing at the end of a calendar month.
- 5.2 Without prejudice to the provisions in Clause 5.1, SNBV shall be entitled to terminate the Secondment Agreement with immediate effect:
- if the Seconded or ZZP no longer has the admission documents (such as the Schiphol pass) necessary to perform the Agreement;
 - during the first four weeks that the work is performed pursuant to the Agreement if, in Schiphol's opinion, the Seconded or ZZP does not have the skills required for the work, or if he does not have the agreed qualifications, or if SNBV no longer wishes to work with the Seconded or ZZP for another reason, such as irreconcilable personality conflicts;
 - if the Seconded fails to perform any obligation pursuant to these Conditions or the Secondment Agreement and the failure is of such serious nature that enforcement of the Secondment Agreement cannot reasonably be demanded;
 - to the extent a ZZP is involved, if the ZZP fails to act in accordance with the underlying model contract for professional services.
- 5.3 The Framework Agreement may be terminated by either party with immediate effect if:
- the other party has been liquidated;

- the other party has been declared bankrupt or has applied for a suspension of payments;
- the other party discontinues its commercial activities.

5.4 Unless agreed otherwise in writing, the termination of the Secondment Agreement shall also terminate the Supplier's supply of the Secondee or ZZP.

6. Rates and expenses

6.1 The fee for the performance of work for SNBV by a Secondee or ZZP at the rate stipulated in the Agreement shall be calculated on an actual-cost basis. The amount SNBV owes the Contractor or Supplier shall be established based on the number of hours worked by the Secondee or ZZP, all of this without prejudice to the provisions of Clause 4.6 and the present Clause. Parts of hours worked shall be paid pro rata. Unless agreed otherwise in writing, the rates shall include the travel expenses incurred by the Secondee or ZZP within the Netherlands and the travel time to and from the agreed place where the Secondee or ZZP must perform his work (i.e. commuting time). The Supplier's hourly rate shall also be deemed to include the costs associated with, *inter alia*, the Secondee's or ZZP's use of a laptop, ICT facilities, and mobile telephony in order to perform the work for SNBV.

6.2 Expenses, including accommodation and screening expenses, shall only be reimbursed if the parties have agreed such in advance and after SNBV has approved same in writing. Unless otherwise agreed in writing, the Secondee or ZZP shall work a maximum of eight hours a day. A Secondee or ZZP may work a maximum of 36 billable hours per week.

7. Payment

7.1 The Supplier shall issue monthly invoices for the fees to be paid pursuant to the Agreement. These invoices shall be accompanied by an itemised statement, approved and signed by SNBV, of hours during which the Secondee or ZZP performed work for SNBV.

7.2 Unless otherwise agreed in writing, payment shall be made within 30 days of SNBV's receipt and approval of the invoice.

7.3 If the Supplier fails to perform any obligation pursuant to the Agreement or these Conditions, or fails to perform such obligation in full, SNBV shall be entitled to suspend payment to the Supplier.

7.4 Payment by SNBV shall in no way imply any waiver of any right. SNBV shall at all times be entitled to offset payments it owes the Supplier against any claims, of whatever nature, SNBV has in respect of the Supplier.

8. Payment of taxes and social security contributions

- 8.1 The Supplier undertakes to meet its statutory obligations to pay social security contributions (i.e. employee insurance and national insurance premiums), and wage tax, as well as to pay the Dutch VAT owed on the supply of the Seconded to SNBV, and to meet these obligations in good time. SNBV reserves the right to deposit the amounts stated on the invoice regarding wage tax, social security contributions, and VAT regarding the secondment in the Supplier's G account or to deposit it directly in the designated Dutch Tax and Customs Administration [*Belastingdienst*] account as indemnification against recipients' liability [*inlenersaansprakelijkheid*]. If, despite this, the Dutch Tax and Customs Administration takes action against SNBV with regard to the payment of wage tax and/or social security contributions regarding the amounts paid to the Supplier and with respect to fines that have been imposed, the Supplier shall reimburse SNBV for such wage tax and/or social security contributions and/or fines. Upon SNBV's request, the Supplier shall provide a positive certificate of good payment conduct [*verklaring omtrent betalingsgedrag*] issued by the Dutch Tax and Customs Administration, which certificate may be no more than three months old. If the Supplier fails to provide this certificate, or if and as long as SNBV otherwise has reason to presume that the Supplier will fail to meet its obligations in good time, or in full, SNBV shall not be required to pay any amount to the Supplier.
- 8.2 If the Supplier engages the services of persons employed by third parties (exclusively after obtaining SNBV's written consent), the Supplier must provide SNBV with those employees' citizens' service number, a copy of their passport, and – if applicable – a copy of their work permit and residence permit. Should the Supplier engage a third party, the Supplier shall conclude an agreement with said third party that includes the provisions of Clause 8.1 and require the third party to include these provisions in any agreement it concludes, such that these provisions apply *mutatis mutandis* to the third party.
- 8.3 If the Supplier supplies a ZZP (exclusively after obtaining SNBV's written consent), the Supplier must provide SNBV with the ZZP's citizens' service number and a copy of his passport. The Supplier shall ensure that any work performed by a ZZP is performed pursuant to a tax authorities-approved model contract for professional services concluded between the Supplier and the ZZP, and shall also ensure that the ZZP actually acts in accordance with that contract. If, despite this, the Dutch Tax and Customs Administration takes action against SNBV with regard to the payment of wage tax and/or social security contributions and/or fines relating to the improper performance of the model contract for professional services, the Supplier shall reimburse SNBV for such wage tax and/or social security contributions and/or fines. Without prejudice to the foregoing, the Supplier shall – to prevent the imposition of additional tax assessments and/or fines relating to the improper deployment of a ZZP – cooperation with a construction whereby the ZZP will be deployed via an intermediary to be designated by SNBV. The expenses

associated with such intermediary shall be considered as being included in the Supplier's rate.

9. Multiple principals

- 9.1 The Supplier warrants that any ZZP supplied will have performed a substantial amount of work for at least two other principals during the same calendar year in which the ZZP performs work for SNBV.
- 9.2 The Supplier warrants that, also in the future, any ZZP that is deployed to perform work for SNBV will also be deployed to perform work for at least two other principals.

10. Direct employment relationship

- 10.1 SNBV shall be entitled to enter into a direct employment relationship with the Seconded or ZZP after that person's employment contract or Secondment Agreement with the Supplier has been terminated. SNBV shall not owe any compensation or costs to the Supplier in connection with SNBV entering into a direct employment relationship with the Seconded or ZZP after the employment contract or Secondment Agreement has been terminated. The Supplier shall not impose any restrictions on the Seconded or ZZP with regard to entering into SNBV's employ. The Supplier shall also ensure that if it engages the services of persons employed by third parties, SNBV will also be entitled to enter into a direct employment relationship with any of those employees.

11. Commitment and liability

- 11.1 The Supplier shall be liable for any negligence or errors on its own part as well as those on the part of the Seconded and/or ZZP and shall be required to pay SNBV damages for any resulting harm or loss to SNBV or its employees unless that harm or loss can be attributed to SNBV.
- 11.2 The Supplier shall indemnify SNBV against third-party claims regarding any harm or loss caused by its own acts and/or omissions and the acts and/or omissions of the Seconded and ZZP. SNBV shall notify the Supplier of such claim in writing as soon as possible.
- 11.3 The Supplier shall be liable for all harm or loss ensuing from a failure to perform the obligations pursuant to the Conditions or Agreement, or a failure to do so properly or in good time, on its own part and on the part of the Seconded or ZZP.

12. Applicable rules

- 12.1 The Contractor or the Supplier shall ensure that Seconded(s) and/or ZZP(s) that work in the airport area or SNBV buildings is/are furnished with the necessary access passes in accordance with the applicable rules.
- 12.2 Prior to commencing the execution of the work agreed with SNBV, the Supplier and its Seconded(s) and/or ZZP(s) must familiarise themselves with the situation in the airport area in and in the SNBV buildings in which the work must be performed. They must, prior to commencing performance of the Agreement, also familiarise themselves with the rules (including the Schiphol Rules [*Schipholregels*], Terms and Conditions of the Schiphol Pass [*Schipholpasvoorwaarden*], the code of conduct and the Suppliers Code [*Leverancierscode*]) that apply in the airport area and in SNBV buildings and they must conduct themselves in accordance with same. SNBV shall provide a copy of applicable rules free of charge upon the request of the Supplier, the Seconded, or the ZZP.

13. Non-disclosure

- 13.1 The parties shall, both during the term of and after the termination of the Agreement, observe confidentiality with regard to the contents of the Agreement and everything they learn about one another's business operations and professional contacts (both in the broadest sense of the terms). The Supplier undertakes to impose this duty of non-disclosure on the Seconded or ZZP.
- 13.2 Should the duty of non-disclosure referred to in Clause 13.1 be violated, the Supplier shall be liable to pay SNBV an immediately due and payable penalty of EUR 10,000 for each violation plus EUR 500 for each day such violation continues, without prejudice to SNBV's right to claim full damages or seek other remedies against the Supplier.

14. Conflicting interest

- 14.1 The Supplier is prohibited from performing work – or causing work to be performed – in which the Supplier's interest would conflict with an interest of SNBV. The Supplier is obliged to impose this prohibition on the Seconded or ZZP.
- 14.2 Should the duty referred to in Clause 14.1 be violated, the Supplier shall be liable to pay SNBV an immediately due and payable penalty of EUR 10,000 for each violation plus EUR 500 for each day such violation continues, without prejudice to SNBV's right to claim full damages or seek other remedies against the Supplier.

15. Intellectual property

- 15.1 All intellectual property rights, including copyrights, that result from the performance of the Agreement shall accrue to SNBV. If and to the extent that any intellectual property right nevertheless accrues to the Supplier, Seconded, or ZZP, that party hereby transfers said right to SNBV. To the extent an advance transfer of any intellectual property right may prove impossible, the Supplier, Seconded, or ZZP shall, at SNBV's first request, do everything necessary to transfer the right to SNBV as soon as it accrues. In such case, the Supplier, Seconded, or ZZP hereby grants SNBV an exclusive right of use, on the broadest sense of the term, of the intellectual property such right regards until the date on which the right is transferred.
- 15.2 To the extent permitted by law, the Supplier, the Seconded, or the ZZP hereby waive their personality rights as defined in Section 25 of the Dutch Copyright Act [*Auteurswet*].

16. Return of property and documents

- 16.1 The Supplier undertakes to return to SNBV, at the latter's first request, and in any case upon the termination of the Agreement, all of SNBV's property, documents, statistics, documents, books, or other items that the Supplier, Seconded, or ZZP has or in his/its possession or to which he/it has access to that relate in any way to SNBV's commercial operations, and undertakes not to retain any copies of same.

17. Transfer of obligations

- 17.1 The parties are prohibited from transferring their rights and obligations pursuant to an Agreement to a third party without the other party's written consent. Such consent shall not be unreasonably withheld, although the consenting party shall be entitled to attach conditions so such consent.
- 17.2 Consent given by SNBV shall not relieve the Supplier of its obligation and liability to perform obligations it has pursuant to the Agreement, these Conditions and/or Dutch tax or social security laws and regulations.

18. Governing law and disputes

- 18.1 The Conditions, as well as all Agreements and any agreements ensuing therefrom, shall be governed by the laws of the Netherlands.
- 18.2 Any disputes arising from or relating to a legal relationship between the parties to which these Conditions apply shall be submitted for adjudication in the first instance to the competent court in the Sub-district of Amsterdam, the Netherlands.

19. Final provisions

- 19.1 An Agreement, including the Conditions, constitutes a full statement of the parties' rights and obligations and supersedes all of the parties' prior written and oral agreements, statements, expressions, or conduct.
- 19.2 If and to the extent that any provision of these Conditions becomes unenforceable due to a provision of mandatory law, the unreasonable nature of the Conditions, or on the grounds of reasonableness and fairness, the purport and scope of such provision shall be interpreted as similarly as possible but in such a manner that the relevant permission may be enforced.
- 19.3 If one or more of these Conditions proves to be void or is voided or otherwise becomes legally unenforceable, the other provisions of these Conditions shall remain in full force and effect to the extent such is consistent with the scope of the Conditions.
- 19.4 The Conditions were originally drafted in the Dutch language. In the event of any lack of clarity or dispute regarding the interpretation and/or reading of the Conditions, the Dutch text shall prevail.