



Purchase Conditions

Hiring

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General Provisions

1. General Definitions

In these Hiring Conditions a number of concepts have an initial capital letter. These concepts have the meanings given to them in this article 1:

- 1.1. **Alliander:** Alliander N.V. and/or an Affiliated Enterprise.
- 1.2. **Affiliated Enterprise:** every subsidiary of Alliander within the meaning of Article 2:24a of the Dutch Civil Code [Burgerlijk Wetboek] and joint ventures in which (a subsidiary of) Alliander participates.
- 1.3. **Hiring Conditions:** these Hiring Conditions of Alliander N.V. In addition to this section I. General Provisions, the Hiring Conditions consist of the Special Hiring Provisions. The parts of the Hiring Conditions which are applicable to the Contract are specified in the Contract. The parts of the Hiring Conditions applicable to the Contract are hereinafter referred to as the Hiring Conditions.
- 1.4. **Contractor:** the party entering into the contract with Alliander.
- 1.5. **Contract:** the written (framework) agreement between Alliander and Contractor and/or written order of Alliander under a framework agreement, including every change of or addition to it, to which the Hiring Conditions have been declared applicable and of which they form part.
- 1.6. **Days:** all days, including public holidays, Saturdays and Sundays. A term starts at 0.00 midnight of the day following the day on which the event occurs. The term thus ends at 23.59 on the last day of the term. Day zero, the day on which the event occurs, is not counted. If the last (or only) day of a term falls on a public holiday, Saturday or Sunday, the term ends on the following working day at 23.59. Public holidays are all days which are specified as such in the latest General Extension of Time Limits Act [Algemene termijnenwet] and in the Recognised Public Holiday Status Decree [Besluit gelijkstelling met een algemeen erkende feestdag].
- 1.7. **Party/Parties:** Contractor and/or Alliander.
- 1.8. **Force majeure:** an event which is beyond the control of the Party which is affected by it, if and in

so far as this Party could not reasonably have foreseen this event at the moment of entering into the Contract and this Party could not reasonably have avoided this event or could not have overcome its consequences. Force majeure in any case does not mean: lack of personnel, strikes, sickness of personnel, shortage of raw materials, transport problems, disruptions to the production of Contractor and liquidity or solvency problems on the part of Contractor or failures of third parties engaged by Contractor.

2. Applicability and Validity

- 2.1. These Hiring Conditions are applicable to and form part of every (legal) action connected with the preparation, formation or performance of the Contract.
- 2.2. The Hiring Conditions consist of general provisions and special provisions. The general provisions relate to and are applicable to all Contracts into which Alliander enters. The special provisions relate to and, supplementary to the general provisions, are applicable to certain specific Contracts into which Alliander enters. In the event of any conflict between a general and a special provision, the special provision will prevail above the general provision.
- 2.3. The applicability of (general) conditions of Contractor is expressly rejected by Alliander.
- 2.4. Changes to, additions to or deviations from any provision in these Hiring Conditions applied in consultation between Alliander and Contractor in the context of a Contract are only valid and binding if they have been recorded in writing and signed by both Parties and further relate only to the relevant Contract. There may be no fundamental change to an order awarded to Contractor in the tendering as described in the corresponding tender documentation.

3. Formation

- 3.1. Every offer of Contractor is binding and irrevocable.
- 3.2. If an offer by Contractor is followed by an acceptance by Alliander, the Contract is formed at the moment the acceptance is sent by Alliander. Alliander is moreover only bound such as it has accepted in writing.
- 3.3. A verbal acceptance by Alliander only results in the formation of a Contract if Alliander then confirms the acceptance within 14 Days in writing to Contractor.
- 3.4. If an order is placed by Alliander without a prior offer from Contractor, the Contract is formed only if Alliander receives a signed confirmation of acceptance from Contractor within 14 Days of dispatch of the order. If an acceptance confirmation from Contractor differs in any part from the order of Alliander, no Contract shall be formed.
- 3.5. For a Contract which qualifies as a framework agreement, a Contract is formed under the framework agreement each time at the moment the order of Alliander, within the scope of the framework agreement, is dispatched by Alliander.
- 3.6. The provisions of this article 3 do not affect the fact that a Contract is only formed if Alliander is legally represented.
- 3.7. Contractor acknowledges and accepts that Alliander may possibly demand that the Contract is also performed fully or partially for an Affiliated Enterprise. In that case, Contractor is obliged towards Alliander and the Affiliated Enterprise to perform the obligations under the Contract, on the understanding that all rights and obligations of the Affiliated Enterprise will be exercised or respectively performed by Alliander on behalf of the joined Affiliated Enterprise.

4. Method of Notification

- 4.1. Notifications of Parties by reason of/pursuant to the Contract shall be made in writing.
- 4.2. Oral notifications, promises or agreements have no legal effect unless they have been confirmed in writing.

5. Confidentiality

- 5.1. Parties commit themselves to observe secrecy on all confidential company information, drawings, diagrams and other company details which they obtain in the scope of the Contract from the issuing Party, from another source, on the basis of legal obligation or irrevocable court ruling. Parties commit themselves not to communicate, make available, provide for inspection or otherwise provide access to this information to third parties other than that which is necessary in the scope of the performance of the Contract and after written permission from the issuing Party. In this article 5.1, third parties also means the personnel (including temporary workers) of Parties as well as persons who perform activities on order of Parties.
- 5.2. Without prior written permission from Alliander, Contractor is not permitted to give publicity of any kind to the formation, content or performance of the Contract or to maintain direct or indirect contact with clients of Alliander.
- 5.3. With respect to all data or information, originating from Parties, which - in whatever form or on whatever data carrier - is held by Parties or has been provided to them, Parties commit themselves:
 - a. to observe all reasonable measures for safe conservation and storage;
 - b. not to use the data or information for any purpose other than the agreed purpose;
 - c. not to retain the data or information longer than is reasonably necessary for the performance of the agreed obligations and to put this data, including copies made, back at the disposal of Parties immediately upon complete performance of the obligations referred to or, after permission has been obtained from Parties, to destroy it;
 - d. to cooperate in the carrying out of supervision by or on behalf of Parties of the conservation and use of that data or information.
- 5.4. Parties guarantee each other that the personnel (including temporary workers) of Parties as well as persons who perform activities on order of Parties have been informed of the above-mentioned

obligations of confidentiality and will comply with these strictly as if they were party to the Contract. Immediately upon request of one of the Parties or whenever Parties deem it necessary, Parties will have the personnel (including temporary workers) and persons who perform activities on order of Parties sign a nondisclosure agreement provided by Parties.

- 5.5.** The obligation to maintain confidentiality does not exist with respect to information which:
- a. is already known to Parties, unless this information was provided in confidence;
 - b. has been collected lawfully by Parties;
 - c. has been obtained lawfully by Parties without the obligation of confidentiality from a third party.

6. Price

- 6.1.** The agreed price is in Euros and is exclusive of VAT, unless otherwise agreed in writing, but inclusive of costs of transport, taxes, import duties, other levies, insurance, packaging expenses, removal expenses and any installation and assembly expenses.
- 6.2.** The agreed price is fixed for the duration of the Contract, unless the Contract states the specific and concrete circumstances which can result in price adjustment, and also defines the method in which the price adjustment takes place in those cases.

7. Payment and Verification

- 7.1.** Contractor shall not invoice the amounts owed by Alliander under the Contract earlier than after evaluation and acceptance by Alliander of that which was supplied, as described in these Hiring Conditions, unless agreed otherwise.
- 7.2.** Alliander pays the amount it owes Contractor under the Contract no later than within 30 Days of receipt and approval of the relevant invoice by Alliander.
- 7.3.** If Alliander has not paid an invoice without valid reason before the expiry of the term specified in article 7.2, from the day on which the amount is

due and payable Alliander owes legal interest pursuant to Article 6:119 of the Dutch Civil Code [Burgerlijk Wetboek] on the payable amount. Contractor can make no claim to the interest payment if the relevant invoice does not satisfy the provisions of the Contract.

- 7.4.** Alliander can have the contents of the invoice sent by Contractor verified by an accountant to be designated by Alliander as referred to in Article 2:393, paragraph 1 of the Dutch Civil Code [Burgerlijk Wetboek]. Contractor allows the accountant concerned to examine books and records and provides him with all the data and information which he requires. The verification is confidential and is limited to that which is necessary for the verification of the invoices. The accountant reports as soon as possible to Parties. The costs of the audit are the responsibility of Alliander, unless the examination of the accountant shows that the invoice is not correct or is incomplete, in which case the costs referred to are payable by Contractor.

- 7.5.** Alliander can suspend the payment of an invoice or a part thereof, on which Parties cannot agree. Alliander only makes use of this authority if it has reasonable doubts about the correctness of the invoice concerned.

- 7.6.** If Alliander exceeds a payment term or does not pay an invoice by reason of probable incorrectness of that invoice or in the event of faultiness of the invoiced item, this does not result in Alliander being in default and does not give Contractor the right to suspend or terminate his activities.

- 7.7.** Payment of an invoice by Alliander does not imply acknowledgement that the supplied or completed item satisfies the Contract.

8. Default

- 8.1.** If and as soon as Parties do not, not in time or not correctly fulfil any obligation under the Contract, and performance of this obligation is not permanently impossible, this Party is given notice of default by means of a written demand, whereby it is offered a reasonable period for performance.

8.2. In the event one of the Parties is in default, the other Party has the right to suspend its obligations, without being bound to any compensation and without prejudice to any other rights to which that Party is entitled, including the right to performance, compensation, fine or termination.

8.3. In the event Contractor is in default, Alliander has the right to assign the performance of the Contract fully or partially at the expense of Contractor to third parties without being bound to any compensation and without prejudice to any other rights to which Alliander is entitled, including the right to performance, compensation, fine or termination.

9. Force Majeure

9.1. If, due to force majeure, a Party finds itself unable, temporarily or otherwise, to perform its obligations towards the other Party in any way, this Party shall immediately inform the other Party of this in writing without unnecessary delay. Such notification also states the cause of the delay and its anticipated duration.

9.2. In the event of Force Majeure the obligations of Parties are suspended. Each Party is entitled to terminate the Contract in writing fully or partially with immediate effect, if the situation of Force Majeure lasts longer than 60 Days or it is clear that the situation of Force Majeure shall last longer than 60 Days. If the Contract is terminated fully or partially, mutual undoing takes place pursuant to Article 6:271 of the Dutch Civil Code [Burgerlijk Wetboek], unless that which has already been supplied or completed is of actual use to Alliander and/or Alliander desires to retain that which has been supplied or completed. In that case, Alliander is only bound to reimburse Contractor the proportional price for that which has already been supplied or completed.

10. Termination

10.1. Each Party is entitled to terminate the Contract in writing fully or partially, if the one Party, also after

written demand by the other Party in which a reasonable term is offered in order to perform as yet as referred to in article 8.1, continues to fail to perform its obligations under the Contract and is therefore in default.

10.2. Without prejudice to the provisions of Article 10.1, Alliander is entitled to suspend its obligations under the Contract or to terminate the Contract in writing with immediate effect fully or partially, without prior notice of default or judicial intervention being required or obligation to pay compensation of any loss and without prejudice to the other rights of Alliander including the right to compensation, if:

- a. by or because of Contractor or personnel accountable to Contractor, any payment, reward, gift or any other advantage, in any form whatsoever, has been promised, offered or supplied to personnel accountable to Alliander, if this could influence the attitude of that person/those persons with respect to the formation or performance of the Contract or another contract entered into or yet to be entered into;
- b. Contractor is in one of the circumstances as specified in Article 45 of the Public Procurement (Tendering Rules) Decree (Bao) [Besluit aanbestedingsregels voor overheidsopdrachten];
- c. Contractor is declared bankrupt, is granted a moratorium, discontinues and/or terminates and/or winds up his business and or there is a takeover of Contractor by a third party and/or there is a merger with a third party;
- d. a substantial part of the assets of Contractor is seized before judgment or seized under a warrant of execution so that there are well-founded reasons for suspecting that Contractor shall therefore no longer be able to correctly perform his obligations arising under the Contract;
- e. if third parties hold Contractor or Alliander liable for breach of intellectual property rights;
- f. if there is a circumstance as specified in Article 6:82, paragraph 2 of the Dutch Civil Code [Burgerlijk Wetboek] and/or Article 6:83 of the Dutch Civil Code [Burgerlijk Wetboek].

- 10.3.** If the Contract is fully or partially terminated on one of the grounds specified under article 10.2, each claim of Alliander against Contractor is immediately due and payable.
- 10.4.** If the Contract is terminated fully or partially on the grounds of this article 10, mutual undoing takes place pursuant to Article 6:271 of the Dutch Civil Code [Burgerlijk Wetboek], without prejudice to the right of Alliander to the compensation owed to it, unless that which has already been supplied or completed is of actual use to Alliander and/or Alliander desires to retain that which has been supplied or completed. In that case, Alliander is only bound to reimburse Contractor the proportional price for that which has already been supplied or completed, all this once again without prejudice to the right of Alliander to the compensation owed to it.
- 10.5.** In the event of full or partial termination of the Contract (regardless of the reason for termination) by Alliander, Contractor has no right to compensation by Alliander of any loss suffered by it or third parties due to the termination. Contractor indemnifies Alliander against claims of third parties in this connection.
- 10.6.** Provisions agreed to between Parties, whose nature destines them to continue also after termination of the Contract, including this article 10.6, also continue to exist thereafter. These provisions include, among others:
- a) confidentiality;
 - b) insurance;
 - c) indemnification;
 - d) intellectual and industrial property;
 - e) disputes and governing law.

11. Cancellation

- 11.1.** In addition to article 9 and 10, Alliander is entitled to cancel the Contract in writing at all times. Proportional settlement then takes place between Alliander and Contractor of that which Contractor has already supplied or completed in the matter of the performance of the Contract, of the expenses reasonably incurred and of the obligations reasonably entered into already for the future for

the performance of the Contract. Each claim of Contractor to additional or substitute compensation is excluded.

- 11.2.** The provisions of article 10.6 are applicable mutatis mutandis to the cancellation of the Contract.

12. Compliance

- 12.1.** Failure by one of the Parties to claim specific performance of any provision in the Contract within a term specified in the Contract does not affect the right of that Party to claim specific performance as yet of that provision and/or obligation, unless the Party concerned has agreed expressly and in writing to the non-performance of this provision and/or obligation by the other Party.

13. Insurance

- 13.1.** Contractor has ensured adequate insurance cover and shall maintain adequate insurance cover during the Contract for the following risks:
- a) professional liability, including risks which result from professional errors;
 - b) business liability, including (product) liability for damage caused to persons or objects which are the property of Alliander or a third party;
 - c) loss of and damage to machinery and equipment, including due to fire and theft, including the items which are the property of Alliander.
- 13.2.** At the request of Alliander, Contractor promptly submits (a certified copy of) the policies and proofs of premium contribution concerning the insurances specified in article 13.1 or a statement from the insurer concerning the existence of these insurances and the premium having been paid for said insurances. Contractor does not cancel the insurances referred to in article 13.1 without prior written permission of Alliander. Nor does Contractor change the conditions and/or the insured amount to the detriment of Alliander without the permission referred to. The insurance premiums owed by Contractor are deemed to be

included in the prices and rates agreed upon with Alliander.

13.3. Contractor assigns in advance to Alliander all claims to payments of insurance proceeds under the insurances specified in article 13.1 and in so far as they relate to damage for which Contractor is liable to Alliander under the Contract. Contractor commits itself to inform his insurer in writing of this assignment and to send Alliander a copy hereof, without prejudice to Alliander's own authority to inform this insurer of this directly.

13.4. Amounts which are paid directly to Alliander by insurer(s) with respect to the damage for which Contractor is liable under the Contract are deducted from the compensation to be paid by Contractor to Alliander.

14. Indemnification

14.1. Contractor indemnifies Alliander against any claim by third parties in connection with the performance of the Contract, including but not limited to (possible) breach of intellectual property rights of those third parties and similar claims with respect to knowledge, unlawful competition and suchlike included. Contractor shall assume all damage and costs of Alliander with regard to any claim by third parties. Contractor commits itself to take all measures at its own expense which can contribute to preventing stagnation and to limiting the extra costs to be incurred or damage to be suffered as a result of any claim by third parties.

15. Void and Voided Provisions

15.1. If one or more provisions of the Hiring Conditions and/or the Contract proves/prove to be void or is/are declared void by the court, the other provisions of the Hiring Conditions and/or the Contract retain their legal force. Parties shall consult on the void or voided provision(s) in order to come to a replacement arrangement. This replacement arrangement does not affect the purpose of the Hiring Conditions and/or the Contract.

16. Publicity

16.1. Contractor shall use the name or logo of Alliander only after prior written permission as (media) statement. Alliander can attach conditions to this permission.

16.2. Without prejudice to the provisions of article 5, neither Party shall mention the Contract in publications, advertising statements or in any other way without prior written permission from the other Party.

17. Completeness of the Contract

17.1. The Contract and the accompanying appendices provide for the full legal relationship between Parties and replace documents, statements and actions between Parties from a prior date.

18. Auxiliary Materials, Tools and Supplies by Alliander

18.1. In the context of the performance of the Contract, Contractor himself takes care of the necessary auxiliary materials, tools, work clothing and safety devices and bears the costs thereof.

18.2. If auxiliary resources such as oxygen, gas, electricity, light or water are made available by or because of Alliander, their use is at the risk of Contractor and Alliander is authorised to charge Contractor for the costs of their use. Contractor is obliged to check the sound condition and suitability for the work concerned of any auxiliary resources which are made available by Alliander.

19. Planning Schedule and Data

19.1. Contractor is obliged to abide by the working times and planning schedules - and any changes therein - of Alliander and must organise his activities so

that the work of Alliander or third parties is not or scarcely disrupted.

19.2. Contractor is bound to check the correctness of sizes, weights and other data and information from Alliander himself and check whether such information might contain inaccuracies.

19.3. Furthermore, Contractor must check whether the information supplied by Alliander is sufficient for Contractor to perform the Contract correctly, accurately and soundly. If information is missing or incorrect, Contractor must (prior to the performance of the Contract) inform Alliander of this in writing.

20. Settlement

20.1. Alliander is at all times authorised to set off that which it owes to Contractor against that which Contractor or an enterprise affiliated with Contractor owes to Alliander (including for example compensation and/or penalties), whether or not immediately due and payable, under condition or subject to a time limit. Contractor is, in the event of omission of Alliander, only authorised to set off after written permission from Alliander.

21. Intellectual and Industrial Property

21.1. Contractor guarantees that (the use of) that which has been supplied or completed does not breach any right of intellectual or industrial property or other rights of third parties. Alliander shall, pursuant to the provisions of article 14, indemnify Contractor against claims of third parties on this matter.

21.2. If there is a breach of any right of intellectual or industrial property or other rights of third parties, Contractor - after request to that aim by Alliander - shall ensure that Alliander acquires the perpetual unlimited right of use in order to terminate the breach, without Alliander owing additional payments for this. Alliander is authorised at the expense of Contractor to agree on the right of use directly with the relevant third party or parties.

22. Transfer of Rights and Obligations

22.1. Parties are not authorised, without prior written permission from the other Party, to transfer the rights and obligations under the Contract, including claims, fully or partially to a third party or to effect their acquisition. The Party which provides permission is entitled to attach conditions to this permission.

23. Reverse-charging Turnover Tax

If Article 24b of the Turnover Tax (Implementation) Decree 1968 [Uitvoeringsbesluit omzetbelasting 1968] is applicable, Contractor shall not charge turnover tax and shall state "turnover tax reverse-charged" on the invoice. If there is a dispute between Alliander and Contractor about the applicability of the above-mentioned Article 24b, the competent inspector for Alliander is asked for a definite answer on this matter. Until a definite answer is obtained, Parties act as if the above-mentioned Article 24b were applicable.

24. Personal Data Protection Act [Wet Bescherming Persoonsgegevens]

24.1. The data, in so far as it concerns personal data within the meaning of the Personal Data Protection Act (WBP) [Wet Bescherming Persoonsgegevens], which in the scope of the Contract is accessible to Contractor and is processed/edited by Contractor (or by the equipment in his use) is considered by grid manager Liander N.V. (subsidiary of Alliander) to be data of risk category II within the meaning of the WBP. Contractor shall be obliged to fulfil the provisions of the WBP with respect to this data.

24.2. Contractor guarantees that he shall at all times comply with all current legislation concerning the protection of personal data, including any of Alliander's own rules with respect to the protection of personal data.

- 24.3.** Alliander is at all times entitled to verify whether Contractor complies with his obligations pursuant to the current legislation on the protection of personal data, whereby Contractor shall give his full cooperation in this matter.

25. Disputes and Governing Law

- 25.1.** Any dispute between Parties which arises from or is connected to the Contract and ensuing contracts will only be submitted in the first instance to the competent court in the Eastern Netherlands, located in Arnhem.
- 25.2.** Dutch law is applicable to the Contract and all contracts that arise from it or are connected to it. The applicability of the 'United Nations Convention on Contracts for the International Sale of Goods' (the 'Vienna Sales Convention') is excluded.

Special Hiring Provisions

26. Hiring Definitions

In these Special Hiring Provisions which apply in addition to the General Provisions, a number of concepts have an initial capital letter. These concepts have the meanings given to them in this article.

- 26.1. Applicant:** the natural person/persons proposed to Alliander by Contractor in connection with an order of Alliander, with whom Contractor does or does not have an employment contract within the meaning of article 7:610 of the Dutch Civil Code [Burgerlijk Wetboek], who meets the minimum (profile) requirements set in the order.
- 26.2. Employee:** the Applicant made available by Contractor and selected by Alliander who (will) perform(s) Activities under the management and supervision of Alliander.
- 26.3. Implementation Agreement:** agreement in writing between Alliander and Contractor in which the specific conditions are laid down under which an Employee is made available to Alliander to perform work under the supervision and management of Alliander.
- 26.4. Activities:** the activities to be performed by or on behalf of Contractor (by the Employee) for Alliander pursuant to the Contract and/or Implementation Agreement.

27. Selection of Employees

- 27.1.** If Alliander desires to make use of the Activities of Contractor, Alliander places an order (electronically or in writing) to this effect with Contractor providing a description of the position and the set minimum (profile) requirements, which order Contractor, should this situation arise, accepts through this. The order is free of obligation and does not oblige Alliander to enter into an Implementation Agreement.
- 27.2.** Contractor shall make every effort to propose suitable and appropriate Applicants for the completion of the order put out by Alliander.
- 27.3.** Contractor proposes, within the period agreed in the Contract after receipt of the (electronic or written)

order from Alliander, the agreed number of Applicants to Alliander on submission of the corresponding CVs and rates. From the Applicants presented by Contractor, Alliander may select a suitable Applicant which it wants to deploy as Employee. On request of Alliander, interviews to this aim with one or more Applicants can take place, whether or not after selection. Alliander is entitled, if it so desires, to carry out or have carried out an examination of the personal history of the Applicants.

- 27.4.** If Alliander selects an Applicant which it desires to deploy as Employee, it will inform Contractor of this. Parties shall then draw up an Implementation Agreement in consultation which satisfies the provisions of article 28 of these Hiring Conditions.

28. Implementation Agreement

- 28.1.** With respect to each Employee, Parties enter into an Implementation Agreement, which shall form an integral part of the Contract. The conditions of the Contract apply to all Implementation Agreements which are entered into during the term of the Contract.
- 28.2.** An Implementation Agreement is formed no later than on the date of commencement of the Activities of the Employee, as stated in the Implementation Agreement.
- 28.3.** Each Implementation Agreement specifies at least the following:
 - a) The name, position and nationality of the Employee;
 - b) The names of the contact persons of Contractor and of Alliander;
 - c) The department and location where the Employee shall perform the Activities;
 - d) The nature of the Activities, and the results to be achieved, objectives, scope and preconditions;
 - e) The specific competencies which are required for the position and/or the Activities;
 - f) The pay scale of the position according to the job classification system adhered to within Alliander;
 - g) The number of hours per week that the Employee must work and associated working hours;
 - h) The agreed (hourly) rate at which Contractor makes Employee available to Alliander;

- i) Requirements and expectations with respect to the transfer of knowledge and training/development of the Employee;
- j) Content and frequency of (progress) reports;
- k) The duration of the Implementation Agreement;
- l) Order form number;
- m) Any special provisions;
- n) The documents forming the basis of the Activities;
- o) The percentage of the total value of the Activities which is result-dependent, and the goals related thereto;
- p) Evaluation criteria and method of evaluation after fulfilment of the Activities;
- q) Any CAO which Contractor must apply with respect to the Employee;
- r) Whether and which provisions of Alliander's own CAO are applicable to the Employee;
- s) The extent and method of access to the knowledge and knowledge systems of Contractor.

28.4. Contractor is obliged to make the Employee stated in the Implementation Agreement available to Alliander, in accordance with the agreements laid down in that Implementation Agreement.

28.5. Modification of the content of the Implementation Agreement is only possible after written permission from Alliander.

28.6. Contractor shall, with respect to all Employees who he makes available, provide Alliander with the personal information as stated in the Contract before entering into the Implementation Agreement. If this information is not provided, no Implementation Agreement shall be entered into.

29. Obligations of Contractor

29.1. Contractor shall perform the Contract in a professional manner in accordance with the most suitable procedures and in conformity with all laws, regulations and requirements which are applicable and shall ensure that the Employee also does this.

29.2. Contractor commits himself to take care of the training and development of Employees and/or of the knowledge transfer agreed in the Implementation Agreement to the highest standards of professionalism, expertise and effectiveness.

29.3. Contractor furthermore ensures that the Employees made available by him on the basis of the Contract:

- a) report at the agreed time and place for the performance of the Activities;
- b) are aware of the fact that they must comply in every respect with the regulations and instructions of Alliander with regard to both the presence at the company where they perform the Activities as well as with regard to the Activities to be performed;
- c) shall perform the Implementation Agreement accurately and with dedication and shall promote the interests of Alliander;
- d) shall not bring Alliander into disrepute and shall not do or omit to do anything that shall damage the interests of Alliander;
- e) without prior written approval from Alliander, shall not enter into any contract which binds Alliander in any way and/or can create an obligation for Alliander;
- f) observe the obligations of confidentiality as specified in article 5 of the General Provisions of these Hiring Conditions;
- g) when unable to perform the Activities, notify both Contractor and Alliander of this in good time, that is, before the Activities would normally have started. Contractor shall then consult with Alliander and offer a solution;
- h) undergo a medical examination if this is required for the Activities;
- i) at all times during the performance of the Implementation Agreement possess a valid proof of identification and, if necessary, a valid residence permit;
- j) be replaced immediately if in the opinion of Alliander they do not satisfy the requirements set by Alliander.

30. Termination of an Implementation Agreement

30.1. An Implementation Agreement ends in the following cases:

- a) By operation of law on the date on which the Contract ends, unless otherwise agreed;
- b) By operation of law after the expiry of the time limit which has been agreed in the Implementation Agreement;
- c) By mutual consent;

- d) With immediate effect by means of cancellation in case the Employee is guilty of conduct which, if he/she were employed on the basis of an employment contract at Alliander, would form urgent cause for cancellation within the meaning of article 7:677 of the Dutch Civil Code [Burgerlijk Wetboek] and article 7:678 of the Dutch Civil Code [Burgerlijk Wetboek];
- e) With immediate effect by means of cancellation by Alliander in case one or more of the obligations stated in article 29 are not satisfied.

30.2. In all other cases, the Implementation Agreement ends after the expiry of a period of notice. The following periods of notice shall be observed:

- a) If the Implementation Agreement has lasted 0 to 12 weeks: 0 Days
- b) If the Implementation Agreement has lasted 12 to 26 weeks: 5 Days
- c) If the Implementation Agreement has lasted 26 to 52 weeks: 10 Days
- d) If the Implementation Agreement has lasted 52 to 78 weeks: 14 Days

31. Payment

31.1. Alliander pays Contractor for the Activities on the basis of the hourly and/or daily rates which are given in the Implementation Agreement. Alliander shall only pay the expenses and hours actually made by Employee and approved by Alliander, unless Parties have agreed otherwise in the Implementation Agreement. This is the sole and exclusive payment which is owed to Contractor under the Contract. If, as a result of a selection as specified in article 27 of the Hiring Conditions, no Implementation Agreement is formed, Alliander does not owe Contractor any payment.

31.2. All costs connected with traffic to and from work of Employees between their dwelling/hotel and the place where the Activities are performed are at the expense of Contractor and cannot be charged on to Alliander unless Parties have agreed otherwise in the Implementation Agreement.

31.3. Alliander pays only reasonable travel, accommodation and meal costs and other costs incurred by Employees in performing the Activities, in

so far as the payment of such expenditure has been expressly agreed in the Implementation Agreement or approved in advance in writing by Alliander.

32. Management and Supervision

32.1. The Employee works under the management and supervision of Alliander, while the employment relationship between the Employee in question and Contractor, on the basis of an employment or a temporary employment contract, continues to exist. Contractor is obliged to take every measure to prevent an employment contract between Alliander and an Employee from arising. Should such an employment contract nevertheless arise, Contractor is obliged to reimburse all damage which Alliander experiences as a result thereof.

32.2. The Employee shall, during the Implementation Agreement, follow all reasonable and lawful instructions and directions of Alliander.

32.3. Contractor is not liable for the damage caused by the Employee during the performance of the Activities if the damage which has arisen is attributable to insufficient management and supervision on the part of Alliander, unless it is a case of wilful misconduct or gross negligence on the part of Contractor and/or the Employee.

33. Working times

33.1. The working days and times of the Employee are the same as the working days and times which are usual at Alliander for the position and/or Activities in question, unless if and in so far as Parties agree otherwise in the Implementation Agreement. If Alliander so desires, the Employee shall observe time recording and/or access procedures which are in use at Alliander.

33.2. Overtime is involved if Activities are performed outside of working days and times as described in the Implementation Agreement. Activities which are consistent with the times referred to in article 33.1 are in any case not designated as overtime. Overtime shall only be performed by Employee if this has been agreed expressly in advance with Alliander.

34. Illness of the Employee

34.1. If the Employee is not able to perform the Activities due to illness, Contractor shall inform Alliander of this immediately. After 5 Days, Contractor must, immediately on request of Alliander, make a proposal for the adequate replacement of the Employee concerned. If this is not realised, or if no replacement Employee of sufficient quality can be proposed, such as at the discretion of Alliander, Alliander is entitled to cancel the Implementation Agreement without notice period with immediate effect.

35. Materials and Tools

35.1. In addition to article 18 of the General Provisions of the Hiring Conditions, the Employee, in performing the Activities, can make use of the necessary auxiliary materials, tools, work clothing and safety devices which are the property of Alliander, and which are loaned by Alliander to the Employee for that purpose. Alliander can attach conditions to this loan.

35.2. If Contractor takes care himself of the matters as referred to in article 35, paragraph 1, Alliander is authorised to inspect and approve them. Such an inspection or approval, or the omission thereof, does not affect the responsibility of Contractor for the Activities or for the compliance with the applicable legal regulations on this matter.

35.3. Contractor and the Employees are entitled to store the matters as referred to in article 35, paragraph 1 at the location of the Activities if and in so far as this is necessary for the performance of the Activities. Contractor bears the risk of these matters stored at the location of the Activities and indemnifies Alliander against all claims with respect to those matters.

35.4. Contractor shall oblige the Employees, in the use of a service car of Alliander, to keep an adequate and balanced kilometre log and forbid him/her to make private use of any service car made available to them by Alliander. Contractor indemnifies Alliander against fines and/or other expenses resulting from the use of a service car by the Employee. Contractor shall inform the Employee concerned of this indemnification.

36. Undisturbed Transfer of Activities

36.1. In the event of the termination of the Contract and/or an Implementation Agreement, for whatever reason, Contractor cooperates in full in a careful and undisturbed transfer of the Activities to a possible successive contractor, including the possible transfer of Employees to the successive contractor, so that the performance of the Activities can be continued by the same natural person/persons if necessary, on condition that the Employees in question agree to this.

36.2. Contractor is furthermore obliged to provide all other cooperation and necessary information to Alliander or a third party designated by client, in order to guarantee that Alliander can continue the performance of the Activities (or have it continued) in an undisturbed manner by the organisation appointed to that aim by Alliander in that case, whether or not by the company itself.

37. Warranty

37.1. Contractor guarantees that the Activities to be performed by or on behalf of him fulfil the requirements laid down in the Contract and in the Implementation Agreement and will be performed competently and by skilled personnel uninterruptedly in accordance with all applicable laws, regulations and requirements.

37.2. Contractor guarantees to Alliander that:

- a) Contractor shall deploy Employees for the performance of the Activities while maintaining the full responsibility of Contractor for the qualifications of that Employee and the payment of wage tax and national insurance contributions;
- b) the Employees he has deployed satisfy, for the period of the activities, the agreed qualities with respect to training, expertise and experience;
- c) he shall refrain from all activities which involve any conflict of interests in the scope of the performance of the Contract. If Contractor has doubts in any way or knows or can know that there is a conflict of interests, he has the

obligation of informing Alliander of this immediately;

38. Intellectual Property Rights

- 38.1.** All intellectual property rights which can or shall be able to be exercised - wherever and whenever - with respect to the (results of the) Activities which Employees perform for Alliander, are vested in Alliander. These rights are transferred by Contractor to Alliander on the basis of the Contract at the moment they come into being should this situation arise, which transfer is accepted by Alliander, should this situation arise.
- 38.2.** In so far as the results as specified in article 38.1 are effected while taking advantage of already existing intellectual property rights which do not accrue to Alliander, Contractor grants Alliander a non-exclusive right of use for an indefinite period. Contractor guarantees in that case that he is authorised to grant the right of use referred to above.
- 38.3.** In so far as the transfer of the rights referred to in article 38.1 requires a further deed, Contractor irrevocably authorises Alliander, should this situation arise, to draft and sign such a deed on behalf of Contractor, without prejudice to the obligation of Contractor to cooperate immediately on request of Alliander in the transfer of these rights, without being able to set conditions thereby. Through this, Contractor irrevocably authorises Alliander in so far as necessary to have the transfer of these intellectual property rights registered or copied in the relevant registers.
- 38.4.** If there is a difference of opinion between Parties about the intellectual property rights with respect to the (results of the) Activities, subject to proof to the contrary, it is assumed that those rights are vested in Alliander. Alliander may in all cases make use of the outcome of the results as envisaged under the Contract.

39. Recipient's Liability

- 39.1.** Contractor guarantees Alliander that the withholding tax owed (wage tax and social insurance premiums) on the wages of the Employees made available is withheld and paid to the Dutch tax authorities

[Belastingdienst] in a timely and correct manner and that the turnover tax (VAT) owed on the payment is paid to the Dutch tax authorities [Belastingdienst]. Contractor furthermore guarantees Alliander to comply with further obligations which arise under any tax law. Alliander or a third party designated by Alliander for that purpose is at all times entitled to check whether Contractor has complied with the above-mentioned obligations and Contractor shall cooperate in full to this aim.

- 39.2.** Contractor shall submit, every quarter, a written declaration from the Dutch tax authorities [Belastingdienst] concerning the timely and full payment of the withholding tax (Vicarious Tax Liability and Recipients' Liability Payment History Report ["Verklaring betalingsgedrag"]) relating to the wages of the Employees made available in the past quarter together with the VAT owed in the scope of the Contract.
- 39.3.** Alliander is permitted to deposit directly to the guarantee account [G-rekening] of Contractor or directly to the Dutch tax authorities [Belastingdienst] an amount of the payment corresponding to the withholding tax and VAT owed on it. Contractor shall, immediately upon request in writing of Alliander, provide all necessary information for that purpose. If and for as long as Contractor has NEN 4400-1 or NEN 4400-2 certification and is registered in the register of the Labour Standards Association [Stichting Normering Arbeid] (SNA), different agreements can be made with respect to the payment to the guarantee account [G-rekening]. If the guarantee account [G-rekening] system is replaced in the future by the so-called "deposit system", the provisions of this article 39 continue to apply in full to the new system.
- 39.4.** Should Contractor not be obliged to withhold and pay the social security premiums on the wages of an Employee made available, Contractor shall submit a valid and official declaration from the social security authorities in which this is confirmed (E101 declaration / A1 declaration / certificate of coverage). The part of the payment which is deposited directly to the guarantee account [G-rekening] of Contractor or directly to the Dutch tax authorities [Belastingdienst] can be adjusted downwards in this situation by Alliander.

- 39.5.** Should Contractor not be obliged to deduct and pay withholding tax from the wages of an Employee made available because the Employee is not employed by Contractor, Contractor shall submit to Alliander a valid Declaration of Independent Contractor Status (VAR) [Verklaring Arbeidsrelatie] from the tax authorities [Belastingdienst] which shows that Contractor, in its role as Alliander, does not have to deduct and pay withholding tax on the wages of this Employee. The declaration must be provided on an annual basis by Contractor to Alliander together with a copy of the proof of identity of the Employee in question. The said declaration must be a valid Declaration of Income Tax Status (profits from business activities) [VAR winst uit onderneming] or Declaration of Income Tax Status (income from activities at the company's risk and expense) [VAR DGA (directeur groot aandeelhouder)]. In the latter case, an additional requirement is that every quarter a declaration from the Dutch tax authorities [Belastingdienst] is submitted which shows that withholding tax and VAT have been paid. If the Declaration of Independent Contractor Status is replaced in the future by a different declaration, this article 39.5 continues to apply in full.
- 39.6.** If there is no timely and full compliance by Contractor with the obligations laid down in this article 39, Alliander is entitled at its own discretion and without Contractor being able to appeal to Alliander on the grounds of non-compliance with any obligation under the Contract, to suspend every payment until the desired information has been submitted. If Contractor continues to fail in the compliance with its obligations, also after a written notice of default in which he is granted a period of 14 Days to fulfil his obligations as yet, Alliander is entitled to terminate the Contract and/or Implementation Agreement(s) in writing with immediate effect fully or partially, without prior notice of default or judicial intervention being required or obligation to pay compensation of any loss and without prejudice to the other rights of Alliander including the right to compensation.
- 39.7.** In so far as Alliander is obliged to fulfil any obligation of Contractor as described in the above paragraphs, Contractor, immediately upon request of Alliander, pays back to Alliander the amount(s) involved plus the legal interest, counting from the moment that Alliander paid those amounts to the body in question.
- 39.8.** Contractor is obliged to only use Employees who have health insurance, in accordance with the statutory requirements made thereof. Contractor ensures that all other legal conditions, requirements and formalities, including in any case those arising under the Compulsory Identification Act [Wet op de identificatieplicht] and the Wages and Salaries Tax Act 1964 [Wet op de loonbelasting 1964], have been fulfilled before an Employee may commence the Activities at Alliander. Contractor is obliged to submit to Alliander immediately upon request all necessary documents, evidence and correspondence from which this is proven.
- 39.9.** Contractor is liable for all possible damage which Alliander suffers because Contractor does not comply with his obligations pursuant to this article 39. Contractor indemnifies Alliander against all possible claims in this connection.
- 39.10.** If the Activities are performed by an Employee who is not employed by Contractor, the conditions and provisions under this article 39 also apply with respect to the party called in by Contractor.

40. Foreign Nationals (Employment) Act [Wet arbeid vreemdelingen] (Wav)

- 40.1.** Contractor is responsible for compliance with the Foreign Nationals (Employment) Act [Wet arbeid vreemdelingen] (Wav). Contractor declares and guarantees that he fulfils the provisions of the Wav for all Employees.
- 40.2.** If a work permit and/or residence permit is required for the performance of Activities by an Employee, the application for these is part of the duties of Contractor and Contractor shall, before commencement of the performance of the Activities by the Employee, submit a copy of: (i) the issued permit(s) of the Employee concerned, and (ii) a valid proof of identity as specified in article 1, paragraph 1 under 1 to 3 of the Compulsory Identification Act [Wet op de identificatieplicht], of the Employee concerned. Contractor furthermore ensures that this Employee shall submit the above-mentioned proof of identity to Alliander before Employee starts performing the Activities in order to give Alliander the opportunity to

verify the authenticity and validity of this document so that it can be established that the proof of identity belongs to the person to be identified and to make a copy of it.

- 40.3. Alliander is at all times entitled to perform unannounced checks on the matter, wherever and at whatever time, and to establish the identity of the Employee(s), and establish the authenticity and validity of the proof of identity of the Employee(s) concerned. Contractor shall oblige the Employee(s) concerned to cooperate with these checks.
- 40.4. In the event of hiring-in of Employees by Contractor, Contractor informs Alliander hereof before the Implementation Agreement is concluded and Contractor imposes the obligations as referred to in this article 40 in full force and unimpaired on the supplier involved, without prejudice to his own responsibility for compliance with the Wav.
- 40.5. Fines imposed on Alliander due to Contractor acting in contravention of the Wav shall be paid in full and immediately on request to Alliander, plus the (other) expenses incurred by Alliander in the context of the fines, regardless of whether the Employee to whom the breach relates was deployed by Contractor himself or by a supplier engaged by Contractor.
- 40.6. If Alliander desires to have recourse to a remedy at law against an imposed fine, Contractor shall, immediately upon request of Alliander, cooperate with Alliander and provide all information desired by Alliander in this context. Contractor shall not be able to rely on Alliander having had to have recourse to a remedy at law against an imposed fine.
- 40.7. Alliander reserves the right, in the event of breach by Contractor and/or a supplier engaged by Contractor of the provisions of the Wav and/or this article 40, to terminate the Contract and/or Implementation Agreement(s) in writing with immediate effect fully or partially, without prior notice of default or judicial intervention being required or obligation to pay compensation of any loss and without prejudice to the other rights of Alliander including the right to compensation.

41. Registration based on the Placement of Personnel by Intermediaries Act [Wet

allocatie arbeidskrachten door intermediairs] WAADI

- 41.1. Contractor confirms that during the entire period of the Contract and the period of the Implementation Agreements, in accordance with the WAADI, he is registered with the Chamber of Commerce and possesses all permits and certificates (including the applicable NEN certificate for temporary employment agencies) in order to perform the Contract. When the Contract is signed, Contractor shall submit to Alliander the extract from the Trade Register, which extract has the same date as the date of signing of the Contract.
- 41.2. If Contractor acts in contravention of article 41.1 and a fine is imposed on Alliander as a result thereof on the basis of the WAADI, Alliander is entitled to set off this fine against outstanding amounts which Alliander owes to Contractor. In so far as settlement is not possible, Contractor indemnifies Alliander on the matter of these fines.
- 41.3. For any breach of the WAADI whatsoever committed by Contractor, ascertained by the Social Affairs and Employment Inspectorate (SZW) or any other body, the ensuing fines for Alliander are payable in full by Contractor. Alliander, in the case of the imposition of a fine, is also entitled to suspend its obligations under the Contract and/or Implementation Agreement(s) or to terminate the Contract and/or Implementation Agreement(s) in writing with immediate effect fully or partially, without prior notice of default or judicial intervention being required or obligation to pay compensation of any loss and without prejudice to the other rights of Alliander including the right to compensation.
- 41.4. Contractor commits itself in its contracts with third parties to include the provisions of this article 41 in full, whereby Contractor thus acts as client with respect to those third parties.

42. Takeover of personnel

- 42.1. If Alliander makes known to Contractor that it wants to offer an Employee an employment contract, Contractor shall cooperate with this.
- 42.2. Alliander may take over an Employee of Contractor at no cost as soon as the Employee has performed

Activities for 1040 hours or 26 weeks on the basis of one or more Implementation Agreements with Contractor. If an Employee who performs Activities on the basis of an Implementation Agreement, enters the employment of Alliander inside the period of 26 weeks or before he/she has performed Activities at Alliander for 1040 hours, counting from the commencement of the Implementation Agreement, Alliander shall owe a compensation equal to the compensation which Alliander would owe for the remaining period up to and including 26 weeks (or 1040 hours).

- 42.3.** In the event of termination of an Implementation Agreement, Alliander, without written prior permission from Contractor, is not permitted to have Employee(s) of Contractor who have worked at Alliander perform activities directly or indirectly (via another contractor), if that/those Employee(s) at the moment of termination of the Implementation Agreement has/have not yet worked 520 hours at Alliander.
- 42.4.** In the case of the termination of the Contract, Contractor shall cooperate in allowing Employees who are working for Alliander to be taken over at no cost by the new contractor with whom Alliander has concluded a new contract.
- 42.5.** In the case of the provisions in this article 42, Contractor shall not rely on any non-competition clause, non-solicitation clause or (penalty) clause stipulated by Contractor which prevents the Employee from entering the employ of Alliander or performing Activities for Alliander.
- 42.6.** Contractor refrains from recruitment activities at Alliander in every respect.