

SUPPLIER MASTER AGREEMENT

THE UNDERSIGNED

the private company with limited liability **Oyster Coast B.V.**, in this matter trading under the name of Source MSP, with its registered office in Culemborg and its principal place of business in (2132 JH) Hoofddorp at Polaris Avenue 33, registered with the Chamber of Commerce under number 30249781, duly represented by J.A. Kolff (**Source**),

and

the private company with limited liability Company name, with its registered office and its principal place of business in Address, country registered with the Chamber of Commerce under number Number, (the **Supplier**);

Source and the Supplier are hereinafter also jointly referred to as the *Parties* and each of them separately as the *Party*.

WHEREAS:

- Source will have the Supplier assist it from time to time in the performance of work for the benefit of Source's clients:
- the Supplier is willing to use the required knowledge and experience for the areas desired by Source for the benefit of Source's clients;
- the Parties wish to lay down the conditions subject to which the Supplier makes its services available to Source in this agreement;
- this agreement will not lead to any form of exclusivity of the services provided by the Supplier.

AGREE AS FOLLOWS:

1. DEFINITIONS

In this agreement, the following capitalised terms shall have the following meaning:

Audit Opinion:

An opinion, drawn up and signed by a registered accountant, according to the model included in the Audit Protocol.

Professional

Professional shall mean:

- an employee in the Supplier's service on the basis of an employment contract; or
- (ii) an independent professional made available by the Supplier,

who is sufficiently qualified in the area of the expertise desired by the Client and who will be engaged for the benefit of the Client during the Work Assignment via Source.

Non-disclosure agreement





A non-disclosure agreement as included in the Client-Specific Conditions.

Client

The client of Source for whose benefit the work described in the Work Assignment is performed.

Client-Specific Conditions

The specific conditions that apply for each Work Assignment at the Client in question.

Agreement

This agreement.

Overtime

Extra hours during which work is performed at the Client's instruction on the times as stated in the Client-Specific Conditions.

Overtime allowance

An allowance for Overtime, provided this is included in the Client-Specific Conditions.

Location of Work

The location at which the Professional performs his or her work for the benefit of Source's client.

Work Assignment

The further written agreement concluded between Source and the Supplier on the basis of which a Professional will perform work at the relevant Client. In the Work Assignment, Source will in any case state the rates per hour or per day agreed between the Parties, the duration of the Work Assignment, the Location of the Work and a work description.

Commuter Traffic

The travel from the Professional's place of residence to the Location of the Work and vice versa.

2 SUBJECT OF THE AGREEMENT

- 2.1 The Supplier will engage one or more Professionals to perform work for the benefit of the Client, subject to the conditions of the Agreement and the Work Assignment to be concluded for that purpose.
- 2.2 The Professional will observe the specific methods and techniques of the Client and will familiarise himself or herself with the knowledge of these methods and techniques in due time. If the Client deems it necessary that the Professional take a course, the Parties will consult on the compensation of this course and the course days.
- 2.3 If the methods and/or techniques used by the Client are changed during the term of the Work Assignment, the Parties will consult on the taking of any additional measures in respect of the specifics of the Work Assignment.
- 2.4 General terms and conditions for delivery and other (general) terms and conditions of the Supplier do not apply to the Agreement and/or the Work Assignment.





- 2.5 The Supplier has sufficiently acquainted itself with the goals of Source's Client in respect of (i) the subject of the Agreement (ii) the Client's organisation and (iii) the processes in which the Professional(s) will be engaged. Source has provided the Supplier with sufficient and correct information in that respect and will if required provide the Supplier with further information insofar as that information is available at Source.
- 2.6 If the Client's application shows that the engagement of an independent professional via one of Source's suppliers is not allowed, the Supplier will exclusively offer employees in the Supplier's service.
- 2.7 The conditions of this Agreement and the Client-Specific Conditions apply to each Work Assignment that is concluded between the Supplier and Source during the term of this Agreement.
- 2.8 The Parties will provide each other in due time with all relevant information regarding the facts and circumstances that could be important to the other Party in respect of the creation and/or the execution of the Agreement and/or the Work Assignment.
- 2.9 The Supplier will keep Source informed of organisational and staff developments and/or changes within its organisation if and insofar as these are important to the execution of the Agreement and/or the Work Assignment.
- 2.10 In the case of changes in the law that make a change to the contents of the Agreement necessary, the Parties will try to agree on a modification in joint consultation.
- 2.11 Without Source's prior written consent, the Supplier will not give publicity to the trade names of Source and/or the Client and/or the existence of the Agreement and/or the Work Assignment in any way.

CONFIDENTIALITY

- 3.1 The Parties acknowledge that the contents of the relationship as well as the details and information (including details in respect to the Client) which are or become known to them in the context of the Agreement and/or the Work Assignment have a strictly confidential nature. Neither of the Parties will disclose the contents of the relationship as well as the details and information to third parties, without acquiring the prior written consent of the other Party. This obligation applies both during the term of the Agreement and for a period of one year after the end of the Agreement. The duty of confidentiality continues to exist in respect of publication of information of any nature whatsoever that could cause damage for Source even after that year.
- 3.2 In respect to all details and information, coming from either of the Parties and provided to or otherwise held by the other Party, the receiving Party undertakes:
- to observe all reasonable measures for a safe storage and use thereof and only provide these to its employees insofar that is necessary for the purpose for which these were provided;
- ii) not to use details and information for any other purpose than for which they were provided;
- iii) not to keep details and information in its custody for longer than is reasonably necessary for the performance of obligations and, immediately after full performance of the obligations mentioned, to make these, including any copies made, available to the providing Party or to destroy these, including any copies made, after acquiring the consent of the providing Party; and





- iv) to cooperate in exercising supervision by or on behalf of the providing Party regarding storage and use of the details.
- 3.3 The Parties warrant that their employees and/or any third parties engaged by them are aware of the aforementioned obligations and will comply with these obligations. The Supplier undertakes to have any Non-disclosure Agreement of the Client signed as soon as possible by the Professional(s) and other third parties working for the Supplier for which the Supplier concludes a Work Assignment with Source. An original, signed copy of this agreement must be submitted to Source. If Source has shown that the provisions of the Non-disclosure Agreement have not been complied with or has determined that the Supplier has not complied with the obligations referred to in this article, Source is entitled to claim compensation at law for the damage actually incurred. The Non-disclosure Agreement applies until 1 year after termination of the work for the benefit of Source and its Client.
- 3.4. The obligation to maintain confidentiality does not exist in respect of information that:
 - i) is already known to the receiving Party, unless this information was provided in confidence;
 - ii) is lawfully collected by the receiving Party, independently of the providing Party;
 - iii) is lawfully acquired by the receiving Party from a third party, without a duty to maintain confidentiality;
 - iv) is already lawfully released into the public domain by the providing Party; or
 - v) must be made public pursuant to laws or regulations, rules of a supervisory authority or stock exchange, or an order of a judicial, administrative or regulatory authority, in which case the receiving Party will inform the providing Party prior to publication and, if that is not possible, the disclosure will in any case take place in the least harmful way for the providing Party.

PROFESSIONALS

- 4.1. The Professional designated for the Work Assignment by the Supplier must be accepted by Source before the Work Assignment is granted to the Supplier. Acceptance will take place by signature of the Work Assignment by both Parties. In addition, if required Source or the Client will be given the opportunity to assess, by means of one or more preliminary interviews, whether the Professional designated by the Supplier is deemed to be suitable. This involves no charges for Source and the Client.
- 4.2. If, during the first 15 working days after the start of the work, Source indicates, stating reasons, that the Professional involved is not performing to its satisfaction or not performing in accordance with the Client's expectations, the Supplier will ensure replacement of the Professional. If the Supplier is not able to offer a replacement who is acceptable to Source, Source is entitled to terminate the Work Assignment with immediate effect by means of a written notice to the Supplier, without this causing any right to compensation for damages for the Supplier.
- 4.3. The Supplier ensures that each Professional set to work at the Client by the Supplier submits a certificate of conduct (VOG) before commencing the work, which certificate has not been issued by the competent authorities earlier than six months before commencement of the work. The costs for this certificate are at the expense of the Supplier, unless the Supplier uses Source's premium services, in which case the costs for the VOG are at the expense of Source. If the Supplier uses Source's premium services, this will be laid down in the Work Assignment.
- 4.4. Before the Professional starts the work for the Client, the Supplier will determine the Professional's identity, check the Professional's education details by having him or her show





diplomas and certificates of the training courses taken, ensure that the Professional has the required permits and that the Professional meets the statutory requirements applicable to perform work for the Client. The Supplier will keep a copy of the documents shown in the personnel file. All of the above is done in accordance with the applicable laws and regulations.

- 4.5. Source is authorised to check the details and documents (or copies thereof) provided by the Professional, or to have those details and documents checked by a third party.
- 4.6. Source and/or its Client are always authorised to conduct (or arrange to conduct) a security screening, in the interest of safeguarding the integrity of its business operations. This will not be done without prior consultation with the Supplier.
- 4.7. The Supplier ensures that the Professional shows the responsible officer of the Client his proof of identity prior to starting the work at the Client. If, during the work, the Professional stops working on behalf of the Supplier, the Supplier will inform Source's responsible officer thereof in writing immediately.
- 4.8. The Supplier will oblige the Professional to observe the company rules made known to him/ her and applicable at any time at a location of the Client, where the Professional performs the work for the execution of the Agreement.
- 4.9. The Supplier undertakes to only have the Work Assignment performed by Professionals whom it reasonably knows to be reliable.
- 5. WORKING HOURS
- 5.1. In the context of the execution of the Agreement, the Professional must be present at the Location of the Work indicated by the Client during the agreed working hours to perform the work.
- 5.2. The Professional must commence the Work when he/she arrives at the location of the Work.
- 5.3. The Supplier will not charge costs regarding the Professional's Commuter Traffic and travel time on to Source.
- 5.4. Interim changing of the Location of the Work may lead to a new Work Assignment in joint consultation.
- 6. COORDINATION

Source and the Supplier will each appoint a contact person. These contact persons will be charged with maintaining the mutual contacts in respect of the performance of the Work Assignments.

- 7. CONTINUITY
- 7.1. The Professional will work for the Client the number of hours determined in the Work Assignment. If the Professional is sick, and this sickness can be assumed to last longer than 10 working days, and in the case of absence due to other circumstances, of which the cause is not attributable to the Client, the Supplier will make every effort to replace the Professional. In such situations, replacement will be entirely at the expense and risk of the Supplier. A training period that is as long as necessary, but with a maximum of five working





days, will in any case be at the expense of the Supplier. In all cases replacement will only take place after Source's prior written consent.

7.2. In the case that (a) the Professional is absent due to other circumstances as referred to in paragraph 1, or that (b) the Supplier is not be able to ensure proper replacement of the Professional (in time), or that (c) the Client does not wish replacement of the Professional who has been engaged, there will be no restrictions for the continuation of the engagement of the aforementioned Professional or (other) former employee of the Supplier for the benefit of the Client.

8. TAKEOVER OF PERSONNEL

During a period of twelve months after termination of the Work Assignment, the Supplier and Source will not employ employees of the other Party who were directly involved in the creation and/or the execution of the Work Assignment without written permission from the other Party.

- 9. QUALITY AND WARRANTY
- 9.1 General
- 9.1.1. The Supplier warrants that, during the term of each Work Assignment, it will keep the knowledge and capacity available that are required for the proper performance of the work agreed upon.
- 9.1.2. The Supplier indemnifies Source against all claims of third parties in respect of infringements made by the Supplier and/or the Professionals of agreements concluded between them and/or breaches of statutory regulations and/or damage caused by the Supplier and/or the Professional. The Supplier furthermore indemnifies Source against all claims of Professionals in respect of damage suffered by them during the performance of the work agreed upon.
- 9.2. Services

The Supplier warrants that:

- (i) the services to be provided by it or on its behalf will be performed in a professional manner;
- (ii) the result of services to be provided by it or on its behalf meets the requirements agreed upon;
- (iii) for the duration of the Agreement and the Work Assignment, its staff and third parties engaged by it have and will continue to have the qualifications agreed upon in respect of education, expertise and experience.
- 10. TIME OF PERFORMANCE
- 10.1 The Professional will perform the work at the time agreed upon or within the term(s) indicated in the Work Assignment.
- 10.2 As soon as the Supplier knows or expects that the work will not be performed or completed in time, it will inform Source thereof in writing immediately.
- 10.3 If the work is not performed or not performed in time, and the Supplier is subject to an obligation of result, the Supplier is in default without further notice being required. In that case, Source is authorised to terminate the Agreement in accordance with the provisions of Article 14 by sending a written statement addressed to the Supplier and by having the work performed by a third party at the Supplier's expense. The Supplier must render its cooperation in this. In that case, the Supplier is obliged to compensate all (additional)





costs that arise on the side of Source. Source is obliged to make every effort to limit the (additional) costs as much as possible.

11. PRICE

- 11.1 The prices and rates agreed upon are fixed. Prices include the full compensation for the services to be provided by the Supplier and the administrative costs, call-out charges and all other additional costs incurred by the Supplier. Prices are always in euros and exclusive of the turnover tax due.
- 11.2 A change in the prices and rates agreed upon is only possible and only enters into effect if, and after, Source and the Supplier have reached written agreement on this.

12 PAYMENT TERM AND DISCOUNT

- 12.1 Source will pay invoices 30 days after receiving the invoice, unless provided otherwise in the Client-Specific Conditions.
- 12.2 Source offers the Supplier an option of accelerated payment within 12 days, with Source receiving a payment discount of 2% in the case of a standard payment term of 30 days. If the Supplier uses the accelerated payment option, the Parties will record this in the Work Assignment and the Supplier will deduct the discount for each invoice from the total invoiced amount, exclusive of VAT. For the record: if, on the basis of the applicable Client-Specific Conditions, a longer payment term applies, the provisions in this Article 12, paragraph 2 do not apply.

13 INVOICING AND PAYMENT

- 13.1 The Professional will record the hours worked by him/her on a time sheet or in a different way, to be indicated by Source. The Client must regularly sign the sheet for approval. In the case that overtime work was performed, this sheet will in any case specify the commencement and end time, as well as the dates of the overtime period. In the case of oncall duty, the number of hours on call must be stated. If a kilometre allowance is agreed, the distance driven, and the departure and arrival location must be specified.
- The Supplier must send invoices in a single copy to the invoice address made known by Source, within 2 months after performing the work, stating both the Source's VAT identification number and that of the Supplier, as well as the number of the Work Assignment. The invoices must furthermore state at least the details as described in the Client-Specific Conditions. Source will only pay invoices if it has received the signed Work assignment and the invoice has a time sheet that has been signed for approval by the Client.
- 13.3 Invoicing must take place after provision of the performance or, if agreed upon, after achieving the milestone agreed upon. If the work lasts longer than one month in accordance with the Work Assignment, the Supplier will invoice in arrears each month.
- 13.4. Payment takes place in euros, to be deposited in the Supplier's account as stated on the invoice.
- 13.5. Payment will take place with due observance of the provisions in Article 12. Source's accounts are decisive, unless the Supplier provides evidence to the contrary.





- 13.6. If Source exceeds any payment term or fails to pay any invoice based on substantial inaccuracy of that invoice or on faultiness of the performance that has been invoiced, the Supplier is entitled to suspend or terminate its performance, only after judicial intervention.
- 13.7. If Source wrongfully fails to pay or fails to pay in time even after notice of default has been provided with a reasonable term to remedy the default, the Supplier is entitled to a default interest amounting to no more the applicable statutory interest under Section 6:119 of the Dutch Civil Code from the time this term expired.
- 14. DURATION AND TERMINATION
- 14.1. The Agreement is entered into for an indefinite period of time, commencing on the day of signature of this Agreement by both Parties and can be terminated by either Party with due observance of a notice period of two months.
- 14.2. Each Work Assignment will be concluded for a definite period of time, with a maximum of two years, unless expressly agreed otherwise.
- 14.3. Work Assignments will end by operation of law on the end date as stated in the Work Assignment, without requiring any further action of either Party.
- 14.4. A Work Assignment can be extended by Source. A new Work Assignment will then be sent.
- 14.5. Source can terminate a Work Assignment early with immediate effect by means of a written notification to the Supplier:
 - a. if the Professional repeatedly fails to comply, despite a written demand, with the instructions provided to him/her by the Client in the context of his/her duties;
 - b. if the Professional's engagement is not useful due to force majeure on the side of the Client, if and insofar as this situation of force majeure lasts longer than five working days; and or
 - c. in case of breach of the provisions of Article 2, paragraph 6 of this Agreement by the Supplier, in which case the Supplier is obliged to compensate all damage suffered by Source as a result.
- 14.6. A Work Assignment can be terminated early in writing by both Parties at all times, without stating their reasons for doing so, with due observance of a notice period of one month, unless otherwise provided in the Client-Specific Conditions.
- 14.7. By sending a written notification to the other Party both Source and the Supplier can terminate the Agreement if it can reasonably be determined that the other Party fails to perform the obligations under the agreement or fails to perform them in full. The Agreement can be terminated if the non-performing Party still fails to perform its obligations after receipt of a written notice of default sent to it and after expiry after the reasonable term stated in that notice of default.
- 14.8. Both Parties are authorised to terminate this Agreement in full or in part with immediate effect and without judicial intervention by means of a written notification to the other Party if one or more of the situations below takes place
 - the other Party is put into liquidation or a liquidation order against the other Party has been submitted:
 - the other Party's business is wound up or discontinued;
 - the other Party has applied for or been granted a (provisional) suspension of payment;
 - due to attachment or otherwise, the other Party has lost the authority to dispose over a substantial part of its assets and it has not regained that authority to dispose of its assets within four weeks; or





- the other Party must otherwise reasonably be considered to not or no longer be able to perform its obligations.
- 14.9. Furthermore, Source is authorised to terminate this Agreement in full or in part with immediate effect and without judicial intervention by means of a written notification to the Supplier if one or more of the situations below takes place:
 - the shares in or the assets of the Supplier's business are transferred to a third party or the (direct or indirect) control of the Supplier is changed in another way; or
 - facts or circumstances take place or have taken place that indicate or reasonably give rise
 to the suspicion that the Supplier, or a third party engaged by it, has (partially) concluded the
 Agreement on punishable grounds or has (partially) used the Agreement to commit offences or
 to enjoy gains capable of being expressed in monetary terms acquired or to be acquired from
 offences.
- 14.10. Source is authorised to terminate the Agreement by sending a written statement addressed to the Supplier if the Supplier has tried to influence or has influenced the creation of the Agreement or a Work Assignment by offering or providing (or arrange to offer or provide) a personal advantage to one or more employees of Source or to any other person who has any sort of relationship with Source and who was involved in the creation of the Agreement or the Work Assignment, as well as if the Supplier acts as described above in the performance of any Work Assignment.
- 14.11. In the case of an attributable breach of a Party, the other Party can also opt to exercise all other rights the law grants.
- 14.12. The termination of the Agreement does not release the Parties from their current obligations under that Agreement. On termination of the Agreement, the Work Agreements still in force between the Parties at that time will be continued and the provisions of this Agreement remain applicable to that Work Assignment in full.
 Obligations that are intended by their nature to also continue after the end of the Agreement, including those in respect of confidentiality, liability, intellectual property, takeover condition, applicable law and competent court, also remain in full force after termination of the Agreement and will apply to the Supplier and its legal successors.
- 15. LIABILITY AND INDEMNIFICATION
- 15.1. In the case of a failure in the performance of a Party or a wrongful act, this Party will compensate the other Party for the ensuing damage up to a maximum of € 500,000 per event, where a consecutive series of events is considered to be one event.
- 15.2. If the damage is caused as a result of viruses or other defects installed in the software by the Professional, or if the Supplier or the Professional has infringed the rights of third parties, the Supplier will compensate the ensuing damage up to a maximum of EUR 1,000,000 per event, where a consecutive series of events is considered to be one event.
- 15.3. The limitations of liability included in the previous paragraphs do not apply if the damage is a result of intent or gross negligence.
- 15.4. If the Supplier owes a penalty and it has committed a breach, Source's authority to demand performance and/or compensation will continue to exist at all times. The amount of the damage will be reduced by the penalty amount.





- 15.5. In all cases in which the Client makes items available to the Professional, the Supplier is liable for all damage caused to those items, including damage caused by fire and theft.
- 15.6. If a Party makes items available to the other Party, the Party making the items available indemnifies the receiving Party against all claims of third parties in respect of an alleged infringement of any (intellectual) property right vested in any of those goods or in respect of damage suffered by any third party. The Party against whom an action is brought will immediately inform the other Party of such claims. This indemnification also relates to all costs the Party against whom an action is brought must incur to defend itself against such claims.
- 15.7. The Supplier is and remains at all times responsible and liable for the performance of the obligations to which it is subject pursuant to the Agreement, also including the obligations it is subject pursuant to tax legislation and social insurance legislation. The Supplier indemnifies Source against claims of third parties as a result of not performing those obligations, or not performing them correctly or in time.

 Source will deposit the amounts, equal to the tax and social insurance components of the amounts invoiced by the Supplier, in the Supplier's G account. The Supplier will sign the "Form deposits in G account" for that purpose. That form will be signed at the same time as this Agreement.
- 15.8. The provisions in the third sentence of paragraph 7 can only be deviated from with Source's express written permission and provided that a Dun & Bradstreet score of 1 or 2 is indicated. In that case, the Supplier will provide an Audit Opinion to Source each time on 15 February, 15 May, 15 August and 15 November of each calendar year, drawn up and signed by a registered accountant, in which that accountant states that all obligations from or pursuant to tax legislation and social insurance legislation have been complied with in the preceding quarter. The costs for drawing up and issuing these Opinions are at the Supplier's expense. If the Dun & Bradstreet score drops to 3 (increased risk) or 4 (high risk) during the term of the Agreement, this article will no longer apply, and Article 15.7 will become compulsory. The Supplier will furthermore, each time Source requests this, provide Source with a statement of the Tax and Customs Administration within 30 days, which proves that the Supplier has paid its taxes and social insurance contributions in full and in time for all persons engaged in connection with the performance of a Work Assignment. This statement must be certified as a true copy.
- 15.9. If the Supplier fails to issue the Audit Opinion and/or statement of the Tax and Customs Administration as referred to in the previous paragraph, Source is authorised to suspend all payments to the Supplier in accordance with the Agreement. In that case, Source will not owe the Supplier default interest. If the Supplier has not provided the statement within 15 days after expiry of the term indicated, Source is authorised to terminate the agreement immediately and without judicial intervention.
- 15.10. Source is at all times authorised to have an external registered accountant audit Supplier's accounts for performance of the provision of paragraph 7. The Supplier is obliged to render its full cooperation to such an audit. This audit will only take place if, in Source's opinion, there is reasonable doubt about the accuracy of the details provided by the Supplier. The persons conducting the audit will sign a proper non-disclosure agreement for the benefit of the Supplier. The costs for this audit are at the expense of the Supplier, unless the inaccuracy turns out to have been incorrect.





- 15.11. If the Supplier uses Source's basic services, the Supplier will take out proper professional and business liability insurance which covers the Supplier's liability ensuing from the Agreement. If the Supplier uses Source's premium services, the liability referred to in this article is sufficiently covered for the Supplier by means of the participation in Source's group insurance, the premium costs of which are included in the costs of the premium services. The Work Assignment will include what type of services the Contractor has chosen.
- 16. FORFEITURE OF RIGHTS

The non-exercise by Source of a right or non-use of legal remedies does not constitute a waiver of that right or remedy.

17. APPLICABLE LAW AND DISPUTES

The Agreement is governed by the law of the Netherlands. Disputes between the Parties are exclusively judged by the competent court in Amsterdam.

- 18. OTHER
- 18.1. The Agreement is governed by the law of the Netherlands. Disputes between the Parties are exclusively judged by the competent court in Amsterdam.
- 18.2. After receiving the prior written permission of the other Party, each of the Parties is authorised to transfer its rights and/or obligations pursuant to the Agreement to a third party. That permission will not be unreasonably denied.
- 18.3. Deviations from the agreed-upon specifications and conditions can only be determined in joint consultation. The deviations must be laid down in writing and confirmed by each of the Parties.
- 18.4. Oral notifications, commitments or agreements have no legal force, unless they have been confirmed in writing.
- 18.5. Each Work Assignment that is concluded under the conditions of this agreement is subject to the following provisions:
 - 1. the Work Assignment and its provisions;
 - 2. the Client-Specific Conditions; and
 - the contents of this Agreement.

In the case of a conflict between the provisions in the aforementioned documents, the provisions of the first-mentioned documents prevail above the documents mentioned later

Agreed and signed in duplicate o	n	
Oyster Coast B.V.	<company< td=""><td>Name></td></company<>	Name>
		(signature)
J.A. Kolff		(authorized signatory/name)
CEO		(position title)
Initials Source	Initials Supplier	Page: 1

