

## COMMISSION CONTRACT

### Parties:

< Name Company>, located at < Location and Zipcode> on the < Street and number>, validly represented by < Firstname and Surname>, hereinafter referred to as "Client";

and

< Firstname and Surname>, located at < location and zip code> on the < street and housenumber>, hereinafter referred to as "Contractor";

collectively referred to as "Parties";

### Whereas:

- a. Client is working in the field of (among other things) < industry company>;
- b. Client needs <category, job title> in this context;
- c. Contractor as such is able and willing to perform this work;
- d. The parties wish to set a contract solely on the basis of a contract of assignment within the meaning of Article 7:400 et seq. of the Dutch Civil Code;
- e. The parties choose to disapply, in appropriate cases, the fictitious employment of home workers or persons treated as such, as referred to in Sections 2b and 2c of the Wage Tax (Implementation) Decree 1965 and Sections 1 and 5 of the Decree Designating Cases in which the Employment Relationship is Considered to be an Employment Relationship (Decree of December 24, 1986 (Bulletin of Acts and Decrees 1986, 655), and to that end to draw up and sign this agreement before payment is made;
- f. This agreement is identical to the June 1, 2021 model agreement prepared by the Internal Revenue Service under number 90821.25537.2.0;
- g. The parties wish to set forth in this Agreement the terms and conditions under which Contractor will perform its work for the Client.

The parties agree as follows:

### **Article 1**            **The assignment**

- 1.1. The Contractor undertakes to perform the following work < job description> for the duration of the contract.
- 1.2. For the purposes of the assignment, the parties use Kickjobs B.V.'s kickjobs platform and the Terms of Use accompanying it.

### **Article 2**            **Execution of the assignment**

- 2.1. Main Contractor may give instructions as to the manner in which Supplier will execute the order. Main Contractor shall provide Supplier with all authority and information required for proper performance of the order.  
Contractor undertakes to perform this work to the best of his knowledge and ability. Supplier shall schedule his work independently. To the extent necessary for optimum cooperation with others, coordination will take place with Main Contractor. If necessary for the work, Supplier shall comply with the working hours at Main Contractor.
- 2.3. Contractor shall conduct himself as a good contractor and perform the work in accordance with the law and social custom. In performing the agreed work, Contractor shall be completely independent and shall perform the agreed work at his own discretion and without the supervision or direction of Principal.

### **Article 3**            **Duration of the agreement**

- 3.1. The assignment begins on < Start date> and ends on < end date>.
- 3.2. Client expressly agrees that Contractor also performs work on behalf of other clients.

#### **Article 4 Compliance and replacement**

- 4.1. If at any time the Contractor anticipates that it will be unable to fulfill its obligations in connection with an accepted order, in a timely manner or properly, the Contractor shall immediately notify the Client.
- 4.2. The Contracted Party will be free to have itself replaced by another person during the work. Prior to the replacement, the Contracted Party will report to the Client who will perform the Work on its behalf. In doing so, the Principal will not be entitled to refuse the replacement(s) other than on the basis of objective qualifications. Prior to accepting the assignment, the Contractor and Principal shall jointly formulate the objective qualifications that the Contractor and any substitute(s) must meet. The objective qualifications shall be announced in advance by the Client.
- 4.3. Contractor remains responsible for the quality of the work and compliance with the agreements made even during the replacement.

#### **Article 5 Termination of agreement**

- 5.1. Each Party may cancel the assignment no later than 24 hours in advance by giving written notice to the other Party. If notice of termination is not given at least 24 hours prior to the assignment, the terminating Party shall be liable, except for force majeure situations, for any damages incurred by the other Party resulting from the late termination. This liability shall expire for the Contractor if the Contractor has timely arranged a suitable replacement.
- 5.2. This Agreement shall terminate with immediate effect on the day on which:
  - a. one of the Parties is in (provisional) suspension of payments;
  - b. one of the Parties is declared bankrupt;
  - c. either Party has lost the power of disposition of its assets by attachment, receivership or otherwise;
  - d. either Party is dissolved or an event has occurred that results in dissolution;
  - e. Contractor dies.

#### **Article 6 Fee, billing and payment**

- 6.1. Client shall pay Contractor € < payment / amount for the student > for the entire project.
- 6.2. Client will receive an invoice from kickjobs B.V. for the work performed by the Contractor. The invoice will comply with legal requirements.
- 6.3. Contractor will be paid by kickjobs B.V. within 24 hours after Contractor and Client have indicated on the kickjobs platform that the assignment has been completed and a rating has been posted. In the case of a justified 0 or 1-star rating (implying 'no show' or very substandard quality) the Contractor will not be paid. If no review is posted while the Contractor has completed the assignment, the Contractor will be paid after 10 days from the completion of the assignment.
- 6.4. In case auxiliaries of Client are necessary in the execution of the order, Client shall charge the related costs to Contractor.

#### **Article 7 Liability/ damages**

- 7.1. If one of the Parties is liable for (demonstrable) damage of the other Party, the Party with damage may claim the liability insurance of the liable Party, taken out in this context.

#### **Article 8 Insurance**

- 8.1. Each party shall provide adequate insurance coverage.

#### **Article 9 Choice of law and forum**

- 9.1. This agreement and everything related to it shall be governed by the laws of the Netherlands.
- 9.2. Disputes relating to this agreement or relating to anything connected with it or resulting from it shall be submitted to the competent court in the Netherlands.

#### **Article 10 Modification of the agreement**

- 10.1. Amendments and supplements to this Agreement shall be valid only to the extent agreed upon in writing between the parties.