

ASSIGNMENT SCHEDULE «\${placement.id?:""}»	
<b>Consultant Company</b>	
Legal Name:	«\${placement.customText12?:""}»
<b>Primary Consultant(s)</b>	
Name of primary consultant:	«\${candidate.name}»
<b>Client</b>	
Client Name:	«\${clientCorporation.name}»
Location work will be delivered from:	«\${placement.customText28?:""}»
<b>Term</b>	
Start date:	«\${placement.dateBegin?placement.dateBegin}»
End date:	«\${placement.dateEnd?placement.dateEnd.fo}»
<b>Task</b>	
Task to be completed	«\${jobOrder.title}»
Client Specific Terms	N/A
<b>Charges and Timesheets</b>	
Contractor Fee – standard hours	«\${placement.customText30?:""}» «\${placement.payRate?sprintf("%.2f",place)} «\${placement.salaryUnit?:""}» (plus VAT if applicable)
Contractor Fee – non-standard hours	Not applicable – standard hours fee only
Call-out/additional fees/expenses	Not applicable – standard hours fee only Expenses only payable when approved by the client in advance
Payment terms	«\${placement.customText21}»  Submission deadline is 6pm CET time on Mondays following end of timesheet period. Submissions after the deadline will be taken into account the following week.
Timesheet Cycle	«\${placement.customText33}»
Timesheet Style	«\${timesheet}»
Invoicing	Source will issue Self-Bill invoices once approved timesheet received
<b>Notice Period</b>	
Notice Period required to be given by Consultant Company	«\${placement.customText26?:""}»
Notice Period required to be given by Source Group International BV	«\${placement.customText27?:""}»
<b>On behalf of SGI</b>	
Signature	
Name	
Date	
Title	
<b>On behalf of the Contractor</b>	
Signature	



	«__DOCUSIGN.RECIPIENT3__»
Name	«__DOCUSIGN.RECIPIENT3__»
Date	
Title	



This Agreement, which includes Appendix A and the Assignment Schedule, is for the supply of Consultancy Services, and is made between:

1. **Source Group International BV** (KVK number 88312503), whose registered office is at Grote Bickersstraat 74-78, 1013 KS Amsterdam, the Netherlands ("SGI");

AND

2. «**{placement.customText12?:""}**» (registration number «**{placement.customText42?:""}**»), whose registered office is at «**{placement.customText14.iterator()}.joi**», «**{placement.customText16?:""}**», «**{placement.customText19?:""}**», «**{country}**» ("The Consultant Company")

It has been agreed:

## 1. Tasks & Services

- a. SGI hereby engages the Consultant Company to provide Services as set out in the attached Assignment Schedule in Appendix A. The Consultant Company shall supply the Primary Consultant who shall perform the Task according to the requirements of the Client.
- b. The Consultant Company shall be permitted to provide a Substitute Consultant(s) on the provision that SGI and the (end) Client accept and agree with this substitute, and provided the substitute has the required skills acceptable to both SGI and the Client to perform the Task, and is an employee of the Consultant Company. All obligations to the Primary Consultant mentioned in this agreement are mirrored for the Substitute Consultant. Where this Agreement refers to Primary Consultant, this will also refer to the Primary Consultant.

## 2. Payment of fees

- a. Prior to the signing of this Agreement, the Consultant Company shall supply SGI with a copy of their Registration extract, VAT registration numbers, Insurance Certificate, proof of Bank Account and confirmation of ID of the Primary Consultant, and if applicable a valid work permit and visa. Payment of the Fee is conditional upon SGI receiving from the Consultant Company these documents and this signed agreement.
- b. SGI agrees to pay the rate (exclusive of VAT) set out in the Assignment Schedule. This rate is all-inclusive. In the event that the Consultant Company should incur additional costs, such as (inter)national travel to locations other than the regular Assignment location, these costs can only be reimbursed through prior written approval of the Client.
- c. Invoicing takes place as per the process set out in the Assignment Schedule, by submission to SGI of an approved timesheet for the previous Timesheet Period. Where the Client has its own timesheet system, the time worked by the Primary Consultant must be approved on that system. Invoices are payable by SGI as per the Payment Terms set out in the schedule.
- d. A signed Timesheet indicates delivered time but shall not be taken to indicate the Client's satisfaction with the Consultant's Company's performance of the Task. SGI reserves the right to reduce or cancel the Fees if the client is dissatisfied or if the Client exercises its right to reject the Consultant Company or the Primary Consultant.
- e. The Consultant Company is the sole responsible and liable for the payment of any social security, tax and salary terms of the Primary Consultant and shall ensure that the rules on equal pay for work are applied.
- f. The Fees relate solely to the costs of performing the Task, the Consultant Company is not entitled to pass on the cost of any social security, holiday, sickness or unauthorised overtime pay to SGI. The Consultant Company shall also ensure it fulfils all its statutory and legal obligations with regards to the Primary Consultant, such as work authorizations, insurances, payments, taxes, permits, licences etc.
- g. In the event the Client is declared bankrupt or applies for or receives a moratorium of payment, SGI will only pay the invoice after having received the corresponding payment.
- h. In the event SGI has overpaid an invoice, SGI shall be entitled to issue the Consultant Company with an invoice for the amount overpaid and/or offset that amount against future payments. Invoices issued by SGI must be paid within 30 days of the invoice date. This clause shall survive the termination of this Agreement.

- i. In the event that the Client or National (Tax) Authorities impose a claim or contractual dispute against the Consultant Company or the Primary Consultant, SGI withholds the right to withhold payment pending a satisfactory conclusion.

### **3. Standards and Consultant Company Responsibilities**

- a. The Consultant Company warrants that it has satisfied itself as to the suitability, competence, integrity and qualifications as well as applicable work permit of the Primary Consultant and warrants that the Primary Consultant meet the specific technical requirements of the Client for the performance of the Task and perform the Task in a professional manner.
- b. The Consultant Company shall bring its own tools, materials and equipment, save for where SGI has requested the Client to provide any necessary working materials. The Consultant Company shall rectify any work which is unsatisfactory to either SGI or the Client and its own cost and within a reasonable period.
- c. Nothing in this contract will be deemed to create the relationship of employer/employee (1) between SGI and the Consultant Company and/or the Primary Consultant or (2) between the Client and the Consultant Company and/or the Primary Consultant. The Consultant Company and the Primary Consultant will both be solely responsible to maintain the standards of an interim assignment or freelance work under Belgian Law, and confirm : (i) there is no creation of an employee/employer relationship with the Client or SGI, (ii) they will be free to organize the time in which the Task is performed, (iii) of they will be free to organize the execution of the Task and (iv) there will be no hierarchical supervision of the Task.
- d. The Consultant Company agrees that it is acting as an independent party and shall not be considered or deemed to be an agent, subsidiary or other entity directly depending of the Client.
- e. During the Term and for 2 years after termination, the Consultant Company shall maintain adequate and suitable insurance cover to the sum of EUR 1,000,000 in respect of loss or damage caused in carrying out (or failing to carry out) the Task, including but not limited to the loss or damage to property. Copies of such policies must be provided to SGI within 2 working days of request and SGI reserves the right to inform the Client of the Consultant Company's failure to hold such policies.

### **4. Independent Contractors**

- a. The Parties to the present agreement are independent and autonomous Parties. Nothing in this agreement may be construed as being grounds for qualifying the present agreement as a contract of employment, a joint-venture agreement, an agency agreement, a partnership, or any other type of agreement.
- b. The Consultant Company shall:
  - a. be free to organize the work, time and efforts and the manner in which the Task is performed, without prejudice to any recommendations SGI might make;
  - b. always indicate, in all correspondence or other dealings, that it acts as an independent company, and in no way create any confusion in this respect.
- c. The Consultant Company represents and warrants that the Primary Consultant (either self-employed consultants or employees) assigned to perform the Task under this agreement shall be employed by the Consultant Company in full compliance with all applicable laws and regulations, including labour law and social security regulations. The Consultant Company further warrants that its consultants or employees shall not be considered employees of SGI and/or the Client and that it shall indemnify and hold SGI and the Client harmless against all possible claims from its consultant or employees or any third party relating to the performance of this agreement and more specifically the commitments and representations made in this clause 4.
- d. SGI does not have nor accept any obligation, liability and/or responsibility towards and/or regarding the consultant and/or the employees of the Consultant Company with respect to social security and any regulations related thereto. The Consultant Company shall bear full and exclusive responsibility for administration, declarations and payment of social security, taxes and any other charges relating to its personnel, including any penalties. The Consultant Company shall indemnify and hold SGI and the Client harmless against all possible claims from any third party relating to the payment of these amounts.

- e. During the performance of the services, the assigned Primary Consultant will remain exclusively Consultants and/or employees of the Consultant Company and they will be reporting to the Consultant Company's representative.
- f. If work is performed on the Client's premises, the Consultant Company warrants that:
  - a. The assigned personnel and Consultants shall comply with the applicable Belgian legislation relating to the employment of foreign nationals in Belgium;
  - b. The required social documents are drafted for the assigned personnel or consultants;
  - c. If the assigned Primary Consultant is seconded from abroad: that the regulations with regard to this matter have been fulfilled.
- g. Upon request of SGI, the Consultant Company shall provide evidence that these conditions are fulfilled; SGI is allowed to request such evidence as a pre-condition for the assigned Primary Consultant to perform any Task. If this pre-condition is not fulfilled, SGI is entitled to cancel the respective Task without any further notice.
- h. Without prejudice to the above, the Primary Consultant shall comply with all safety and other regulations applicable in the premises where the services are to be performed and with all related reasonable instructions of the owner of such premises. In accordance with the Law of August 4, 1996 on the well-being of workers at work, and more particularly Chapters IV and V of this law, The Consultant Company shall in particular comply with all rules and obligations relating to the well-being of workers at work, applicable at the Client's premises and described in the ARAB/Codex Welzijn op het Werk (Belgian legislation on wellbeing at work).
- i. During the execution of the Task, and provided that the Task is performed by employees of the Consultant Company, SGI and the Client are entitled, within the limits of Article 31§1 of the Law of 24 July 1987, to give directly to those employees:
  - a. Instructions in relation to the well-being at work
  - b. instructions regarding the execution of the services agreed upon, which do not entail any transfer of the Consultant Company's authority on its personnel. These instructions regarding the execution of the Services are listed and detailed in Schedule B and can be further specified depending on the Task. These instructions can be adapted between the Parties at regular intervals; such adjustments will be reflected in a written amendment.

## 5. Non-Solicitation

- a. The Consultant Company and their Primary Consultant or any Substitute Consultants, shall not offer services directly or indirectly, to the Client of SGI nor shall it supply, solicit or canvas with the intent to supply to the Client or any other client introduced by SGI, services of a similar nature to those set out in this Agreement, during the Term and for 12 months after the last day worked under any extension of the Term, unless explicitly agreed otherwise and beforehand in writing.
- b. If there is a breach of this article, SGI shall be entitled to recover damages from the Consultant Company in the amount of 25% of the annualized Fees. The parties agree that these damages are reasonable in light of the anticipated actual loss and do not constitute a penalty. These damages are intended only to address SGI's damages resulting from the Consultant Company and/or Primary Consultant's breach of the clause and not to compensate SGI for any other damages it may incur as a result of breaches by Consultant Company or Primary Consultant of its obligations hereunder or other actions or inactions of Consultant Company or Primary Consultant.

## 6. Liabilities

- a. SGI's total liability shall be limited to the total Fee payable under this agreement. SGI shall not be liable for any act or omission on the part of the Consultant Company in respect of breach of this agreement or any loss that the Consultant Company and/or Primary Consultant causes to the client, and the Consultant Company will fully indemnify SGI against any such liability howsoever arising.
- b. SGI shall not be liable for any act or omission on the part of the Consultant Company in respect of breach of this agreement or any loss that the Consultant Company and/or Consultant causes to the Client and the Consultant Company will hold SGI harmless against any claim and will fully indemnify SGI against any such liability howsoever arising.

might damage the relationship between SGI and its Client or any end customer of the Client to which the Consultant Company and/or the Consultant is providing or has provided services in the preceding two years.



- c. The Consultant Company undertakes that (i) it will ensure the Primary- and any Substitute Consultants are properly insured in relation to the work performed, (ii) it shall fully indemnify SGI against liability for payment of any wages or remuneration taxes, fines, penalties, interests, legal fees or levies of the Primary- and any Substitute Consultants, (iii) it shall comply with all the legal and tax requirements relevant to the jurisdiction in which the Task is being performed, including ensuring eligibility to work within that jurisdiction, (iv) cooperate in research and where necessary provide the relevant information to avert or minimize any claims or fines from tax authorities, the Client or third parties, (v) adhere to SGI's compliance policies and supply the relevant document as set out in clause 2.a, (vi) notify SGI in writing should there be any changes of its registered name, address, bank details, company formation, insolvency, dissolving or winding up petition of the Consultant Company and (vii) shall be responsible for its own taxes including but not limited to corporate income tax and VAT and any social security contribution.

## **7. Duration of the Agreement and Termination**

- a) The present Agreement is valid for the Term set out in the Assignment Schedule. The Term may be extended by agreement in writing between the parties.
- b) During the first 2 weeks of the Term, SGI May give the Consultant Company 2 working days written notice no terminate this Agreement. Thereafter, written notice shall be given by either party in accordance with the Notice Period set out in the schedule. Notwithstanding this, SGI reserves the right to terminate this Agreement without a notice period and without any liability, if any of the following criteria are met:
  - a. The Consultant Company wishes to replace the Primary Consultant with a Substitute Consultant which is not acceptable to SGI or the client, or cannot provide a Substitute Consultant within 3 working days,
  - b. There is a breach of this Agreement, willful misconduct or gross negligence by the Consultant Company or in the case of force majeure,
  - c. If the contract between SGI and the Client (whether this is a Master Framework Agreement or contract specific to the services which are a subject of this Agreement) expires or is terminated for any reason,
  - d. The Consultant Company, Primary- or Substitute Consultant, or Client is declared bankrupt or applies for or receives a moratorium of payment.
  - e. If the Consultant Company commits or allows to be committed any breach of the terms set within this Agreement and fails to remedy any such breach within 5 working days of SGI bringing the breach to the attention of the Consultant Company.
- c) Notices given under this Agreement shall be in writing and delivered by e-mail to and from [legalandcompliance@source-technology.com](mailto:legalandcompliance@source-technology.com)
- d) The Notice Period shall be worked in full by the Consultant Company in a professional manner, ensuring a smooth and complete handover. Breach of this professionalism during the Term or the Notice Period can lead to a reduced notice period or withheld payments.
- e) In the case this Agreement is terminated because of unsatisfactory services, the final invoice from the Consultant Company shall only be paid after SGI has received the corresponding payment from the client.

## **8. Confidentiality**

- a) Consultant Company agrees that it shall at all times, during the term of this agreement and thereafter, treat as confidential and keep secret all the business and commercial information of SGI and the Client (hereinafter referred to as the "Information") acquired by the Consultant Company under this agreement, except for that part of the Information which, through no fault of the Consultant Company, already makes part of the public domain, or which the Consultant Company had already in its possession.
- b) Consultant Company shall not without the prior written consent of SGI divulge any of the Information to any person other than its own employees or Consultants who need to know the same for the purpose of performing their obligations under this agreement.
- c) Consultant Company undertakes to ensure that the persons mentioned in Clause 8 b) are made aware, prior to the disclosure to them of any Information, that the same is confidential and that they owe a duty of confidentiality to SGI and the Client. Consultant Company shall procure that those persons shall each execute suitable confidentiality undertakings (in a form approved by SGI) in favour of SGI and the Client.



- d) Consultant Company shall deliver (free of any condition, restriction, lien or other encumbrance) to SGI upon request and in any event upon termination or expiration of this agreement, all Information, all other materials developed using the Information and all copies or other physical embodiments thereof (on whatever media and in whatever form) which shall be in its possession or control and/or in that of its subcontractors or any other person to whom it has been provided.
- e) If Consultant Company and/or any of the persons mentioned in clause 8 b) fails to comply with the obligations under this agreement and/or any of the confidentiality undertakings, Consultant Company shall indemnify SGI and/or the Client for any loss or damage sustained or incurred as a result of such failure. In addition to these remedies, SGI and/or the Client shall have the right to obtain a cease and desist order or to avail itself of similar legal remedies. The exercise of these rights shall not constitute a waiver of any other rights which SGI and/or the Client may have against Consultant Company in accordance with statutory provisions.

## 9. Data Protection

- a. SGI and the Consultant Company acknowledge that they will abide by the General Data Protection Regulation (EU 2016/679 "GDPR") and any national legislation applicable in Belgium.
- b. SGI's Data Protection Policy is included in Appendix A of this contract.
- c. Each party to this Agreement shall indemnify the other for any loss, liability, costs (including legal costs), damages, or expenses resulting from any breach arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees, agents or Client and shall maintain in force full and comprehensive insurance policies to cover such liability.

## 10. Intellectual Property

- a. All rights of inventions, all copyrights, and all other rights of intellectual or industrial property arising from the Services performed by the Consultant Company within the scope of this Agreement shall remain with Client or Client's customers.
- b. Both during and after the termination of this agreement at the request and expense of the Consultant Company, the Consultant Company shall do (and where necessary shall ensure that the Primary Consultant shall do) all such things and sign all documents necessary to enable the Client to obtain, defend and enforce its rights in such copyright and other intellectual property rights and such rights are hereby assigned by the Consultant Company, with full title guarantee by way of present and future copyright or other intellectual property rights, or (if and to the extent that such rights would otherwise vest in the Consultant) to the Client absolutely.
- c. The Consultant Company shall indemnify SGI against any loss or damage suffered by the Client arising out of any infringement of the rights referred to above or through the act or omission by the Consultant Company or the Primary Consultant in connection with creation of such rights.
- d. In the event of SGI supplying to the Consultant Company or the Primary Consultant any material in which SGI owns the copyright or any other intellectual property rights the material will be supplied by SGI under a non-exclusive license which may be terminated by SGI without notice to use the same or any part thereof as SGI shall in its absolute discretion deem fit.

## 11. General

- a. This Agreement including the Schedule shall replace any agreements previously concluded in respect of the same subject between the parties and shall supersede the general conditions of business of Supplier.
- b. Amendments and supplements to this Agreement shall be made in writing and signed by both parties.
- c. Commencement of the Task shall constitute acceptance of this Agreement by the Consultant Company.
- d. This Agreement shall be governed by and construed in all respects in accordance with Belgian law. Any dispute related to this Agreement or its Assignments, if not amicably settled, shall be submitted to the exclusive jurisdiction of the courts of Brussels. No person other than a party to this agreement shall have any rights to enforce any term of this Agreement.

- e. The invalidity of one or more of the provisions of the present Agreement shall not affect the validity of the remainder of the Agreement. The parties undertake to replace the invalid provision by a valid provision, which most closely approximates to the economic purpose intended by the invalid provision.
- f. Neither party seeks to create or imply any mutuality of obligation between the parties in the course of the performance of this Agreement. Neither the Client nor SGI is obliged to offer work to the Consultant Company, and the Consultant Company is not obliged to accept work where it is offered. Neither the Client nor SGI is obliged to pay the Consultant Company at any time where there is no work available during the Term or where services have not been provided for whichever reason.



## **Appendix A: Data Protection Policy**

- a) For the purposes of this clause, Data Protection Legislation includes the General Data Protection Regulation (EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in Belgium .
- b) SGI and the Consultant Company acknowledge that for the purposes of the Data Protection Legislation, the Consultant Company, the Client and the SGI are the data controllers as per the Schedule of this Agreement and the Client and SGI are the data processors.
- c) The schedule to this agreement sets out the scope, nature and purpose of the processing by the Client and the SGI, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation (Personal Data)) and categories of data subject.
- d) The Client and the SGI shall, in relation to any Personal Data processed:
  - (1) Process that Personal Data only on written instructions of the Consultant Company or each other
  - (2) Keep the Personal Data confidential
  - (3) Comply with the Consultant Company's or each other's reasonable instructions with respect to processing Personal Data and with the Privacy standard annexed to this Agreement
  - (4) Not transfer any Personal Data outside of the European Economic Area without Consultant Company's or each other's prior written consent
  - (5) Assist the Consultant Company or each other in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators.
  - (6) Notify the Consultant Company or each other without undue delay on becoming aware of a Personal Data breach or communication which relates to Client's, Consultant Company's or SGI's compliance with the Data Protection Legislation
  - (7) At the written request of the Consultant Company or each other delete or return Personal Data and any copies thereof to the Consultant Company or each other on termination of this agreement unless required by the Data Protection Legislation to store the Personal Data.
  - (8) Maintain complete and accurate records and information to demonstrate compliance with this clause 8 and Schedule 1 of this Agreement and allow for audits by the Consultant Company, SGI or Client or their designated auditors.
- e) The Client and SGI shall ensure that appropriate technical or organisational measures are in place, reviewed and approved by the Consultant Company and each other, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. Such measures may include, where appropriate:
  - (1) pseudonymising and encrypting Personal Data
  - (2) ensuring confidentiality, integrity, availability and resilience of its systems and services
  - (3) ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident
  - (4) regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.
- f) Each party to this Agreement shall indemnify the other for any loss, liability, costs (including legal costs), damages, or expenses resulting from any breach arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees, agents or Client and shall maintain in force full and comprehensive insurance policies to cover such liability.