

Client Specific Terms and Conditions Self-Employed Person Airbus

Specific Terms and Conditions apply to the Contract for Services pursuant to which a Self-Employed Person will perform Work at Airbus Defence and Space Netherlands B.V. ('Client'). Words written with a capital letter shall have the meaning given to them in the General Terms and Conditions for Intermediary Services Self-Employed Person ('GTC') of HeadFirst Group.

Article 1 Compliance and screening requirements

1. Each Self-Employed Person must review and comply with Client's Code of Conduct and house rules before the start of an Assignment.
2. Client reserves the right to conduct background checks and/or security screening of the Self-Employed Person.

Article 2 Liability

1. The total liability of Self-Employed Person (including liability for losses due to death or physical injury) shall be limited to compensation for direct damages only, capped at € 500,000 per event, whereby a series of related events is considered a single event.
2. If the damage is caused by viruses introduced into the software by the Self-Employed Person or other defects, or if the Self-Employed Person infringes any third-party rights, the Contractor must pay any ensuing damage up to a maximum of € 1,000,000 per event, with a series of consecutive events being deemed to be a single event.
3. The limitations of liability included in the foregoing paragraphs do not apply if the damage is caused by willful misconduct or gross negligence.
4. For the purposes of this clause, direct damages will exclusively include:
 - I. the reasonable costs incurred by Client to ensure that the Self-Employed Person's performance complies with the Assignment;
 - II. the reasonable expenses incurred by Client to establish the cause and extent of the loss;
 - III. the reasonable costs necessary to prevent or mitigate the loss, provided Client demonstrates that these costs resulted in mitigation of the loss, or
 - IV. damage to assets of Client's and harm to natural persons in Client's employment, insofar as caused by the Self-Employed Person during the performance of the Assignment.
3. The limitation of liability as laid down in this Clause 3 applies equally to any liability pursuant to any indemnification in this Assignment and applicable GTC, other than the indemnification as laid down in clause 3.1 of this GTC.

Article 3 Tax and employee insurance contributions

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1. Self-Employed Person will indemnify Client if Client is held liable by the tax authorities and/or social security authorities with regard to wage tax and/or unpaid social security contributions relating to the fees paid and any penalties and interest on underpaid tax which these authorities may impose on that occasion.

Client Specific Terms and Conditions Self-Employed Person Airbus

Article 4 Termination of an Assignment

1. The Parties may terminate this Assignment prematurely, without providing reasons, but subject to observing a notice period of 25 calendar days for Intermediary and 30 calendar days for the Self-Employed Person. Termination must be effected in writing. The periods of notice mentioned above start on the date of the written notice.

Article 6 Confidentiality

1. Self-Employed Person will not disclose confidential information to any third party or use such information for their own purposes, except as necessary for the proper execution of this Assignment. This obligation remains in effect for five (5) years after the Assignment ends.

Article 7 Audit

1. Self-Employed Person keeps good records of all aspects of the services, including timesheets and costs. Self-Employed Person gives access to these records if Client requests them. Client is authorized to check or have a third party check all information, data and documents, or copies thereof, submitted by Self-Employed Person.
2. If Client wishes to perform an audit, it will, where reasonably possible, provide written notice to Self-Employed Person at least 20 working days in advance, along with an estimate of the audit's expected duration.

Article 8 Force Majeure

1. The burden of proof for demonstrating a force majeure situation lies with the Party claiming it. A performance shortcoming is only not attributable if the Party:
 - I. immediately informs the other Party of the delay, the expected duration and the consequences;
 - II. does everything possible to avoid further delay (including the engagement of third parties);
 - III. does everything possible to limit the consequences for the Party, and
 - IV. ensures that the performance of the Assignment is not endangered.
1. If a Force Majeure situation has lasted longer than one month Intermediary can terminate the Assignment without being obliged to compensate Self-Employed Person.

Article 9 Working hours and Invoicing

1. The number of billable hours is capped at 40 hours a week. Overtime can only take place with Client's express approval, Client can attach conditions to this approval.
2. Self-Employed Person must not work at Client's locations on public or collective holidays that also apply to Client's personnel. These days are counted as non-billable days and Client will

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not pay any hours the Self-Employed Person may work on those days, unless otherwise agreed in writing between Client and Self-Employed Person.

3. Self-Employed Person must submit invoices within two (2) months after the end of the month to which the work relates, by means of an invoice prepared by the Self-Employed Person, including a time recording form that has been signed as approved. If the Intermediary has not received the invoice from the Self-Employed Person within two (2) months and, as a result of this delay, the Client is no longer obliged to make payments to the Intermediary and does not do so, the Intermediary will no longer be obliged to proceed with the payment of the Self-Employed Person's invoice.