
EMPLOYMENT AGREEMENT

The Parties:

Coöperatie it's public U.A., a company (*coöperatie*) organized under the laws of Netherlands, with address Plantage Middenlaan 62, 1018DH, Amsterdam, and registered with the Handelsregister under number 81460635 (the “**Employer**”);

and

Full official name, born in **city**, on **xx-Xx-Xxxx**, residing at **address**, **postal code**, **city** and with email address **xxxx@gmail.com** (the “**Employee**”);

whereas:

- A. the Employee will be employed by the Employer as **Adviseur**, effective as of **1-8-2019**;
- B. the Parties desire to set forth in writing the terms and conditions of the employment in this agreement (the “**Employment Agreement**”),

have agreed as follows:

1. Job description

- 1.1 The Employee will be employed as **Adviseur** effective as of **August 1, 2019** for 40 hours per week. The duties attached to Employee’s job are set out in the description of the job requirements.
- 1.2 The Employee will primarily work from the Employer’s office in Amsterdam and also at the offices of the Employer’s clients.
- 1.3 The Employer may instruct the Employee to work at such other place or places outside the Netherlands, if reasonably required in the interests of the Employer and/or in the proper performance of Employee’s duties. The Employee is required to spend short or longer periods of time outside of her place of work, at any location as required by her duties or the organization of the Employer. Consequently, the Employee will travel as often as necessary for the proper performance of her duties. The Employee accepts that this is a normal incidence of her employment.
- 1.4 If requested by the Employer, the Employee is obliged to perform activities other than those listed in the Employee’s job description in the event that this is reasonably required in the interests of the Employer.

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1.5 During the term of the Employee's employment with the Employer, the Employee shall devote full professional activity and attention to the business of the Employer and to use all of her skills and capacities to promote their interests. The Employee will, at all times, perform her duties to the best of her abilities and will comply with all instructions issued by or on behalf of the Employer.

2. Duration of the employment agreement, probationary period and notice

2.1 The Employment Agreement has been entered into for an indefinite period.

2.2 There will be no probationary period.

2.3 In case this Employment Agreement is terminated with notice, other than for urgent and pressing reasons justifying instant termination without prior notice, the Parties will take the following statutory notice periods into consideration:

- for notice by Employee to the Employer: 1 month
- for notice by the Employer to Employee:
 - in the first 5 years of employment 1 month
 - from 5 years until 10 years of employment 2 months
 - from 10 years until 15 years of employment 3 months
 - from 15 years of employment and above 4 months

2.5 Notification, if required, can only be given in writing and against the last day of the month, i.e. notification received during the course of the month shall be considered as being given on the last day of that month.

3. Applicable regulations and/or agreements

3.1 By signing this Employment Agreement, the Employee declares that she has received and read a copy of the Employer's Code of Conduct (the "**Code of Conduct**") as applicable on the date of signature of this Employment Agreement and agrees with the contents thereof as applicable from time to time. The contents of the Code of Conduct as valid from time to time applies to this Employment Agreement.

3.2 The Employee is obliged to strictly comply with all the Employer's regulations, such as internal instructions, memoranda and such like issued by the Employer.

3.3 No Collective Bargaining Agreement applies to this employment agreement.

4. Working hours and overtime

4.1 The Employee will work on a fulltime basis. Normal working hours will be between 9am and 6pm each day, and 40 hours per week notwithstanding the breaks.

5. Salary

5.1 The Employee is entitled to a base gross salary of € 2750 per month, excluding 8% holiday allowance (gross).

5.2 In addition to the base gross salary the employee will receive up to 5% variable compensation depending on the performance of it's public of each calendar year in the contract period. The

option of giving the variable compensation is assessed by the employer after the end of each calendar year and paid accordingly. The 5% will be calculated based on the total base salary (see 5.1) and holiday allowance (see 6.1) received in the contract period.

- 5.3 The salary will be paid to the Employee monthly by bank transfer, directly to the Employee's account, after the deduction of tax, social security contributions and other deductions.

6 Holiday allowance and holidays

- 6.1 In addition to the base salary as provided for in paragraph 1 of Article 5 the Employee is entitled to a holiday allowance equal to (gross) 8% of the base monthly salary. The total monthly salary will therefore be € 2970 per month (gross).

- 6.2 The holiday allowance will be paid monthly.

- 6.3 The holiday allowance entitlement regarding a holiday allowance month in which the Employee was not fully employed will be prorated according to the duration of Employee's employment during that month. In case of termination of employment, the Employee shall be paid any unpaid holiday allowance accrued.

- 6.4 The Employee is entitled to 23 holidays per calendar year in addition to the Dutch public holidays excluding Goede Vrijdag and the 5th of May (as published on www.rijksoverheid.nl or any other (digital) communication of Dutch government). Should the employment start or end in the course of a calendar year, the holidays entitlement will be prorated to the period of the Employee's employment during that calendar year. Two additional days of holiday will be granted when the employee participates in the office closure during the two weeks of Christmas and New Year's (exact dates differ per year depending on national holidays). When participating for the full two weeks Employer grants two additional days of holidays to the Employee. In addition to the 23 regular holidays this leads to 25 holidays per calendar year.

- 6.5 Holidays must be taken as much as possible in the calendar year during which they have been accrued, in consultation with the Employee's direct supervisor. In case the Employee has got statutory holidays left by the end of the calendar year in which they were accrued, she must take these statutory holidays within 6 months after the calendar year in which they were accrued. Otherwise, the statutory holidays that have not been taken will lapse as of 1 July of the consecutive year. The above does not apply for holidays over and above the statutory minimum (*bovenwettelijke vakantiedagen*), as these will be valid for 5 years.

7 Individual pension scheme

- 7.1 The Employer facilitates participation in an individual pension scheme. The Employee will be able to determine her own contribution to this scheme. The Employer will cover initial registration fees and the yearly membership fees during the term of the Employee's employment with the Employer. In addition, the Employer will contribute 4% on top of your salary to the individual pension scheme.

8 Business (travel) expenses

- 8.1 Employee shall be entitled to reimbursement of business travel expenses incurred by the Employee in the performance of her duties. Reimbursement is subject to the production of

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valid receipts or such other supporting documentary evidence as the Employer may require, as well as compliance with the Employer's regulations relating to the reimbursement of expenses. The Employee is only reimbursed if reimbursement is permitted without the withholding of wage tax or social security contributions. Business travel expenses include business related public transport costs,

- 8.2 Employee shall be entitled to reimbursement of telephone expenses of € 20 per month (net).
- 8.3 The Employer shall cover the Employee's lunch costs when the Employee is working at the offices of the Employer.
- 8.4 Employee shall be entitled to reimbursement of € 15 per month (net) a subscription to a professional publication related to Employee's work. The employee will be allowed to suggest a specific publication, yet the Employer reserves the right to approve the selection. The Employee is only reimbursed if reimbursement is permitted without the withholding of wage tax or social security contributions.
- 8.5 Reasonable business expenses, other than the business travel expenses as referred to in paragraphs 1 through 4 of this Article, incurred by Employee in the performance of her duties and approved by the Employer will be reimbursed by the Employer. Reimbursement is subject to the production of valid receipts or such other supporting documentary evidence as the Employer may require, as well as compliance with the Employer's regulations relating to the reimbursement of expenses. The Employee is only reimbursed if reimbursement is permitted without the withholding of wage tax or social security contributions.

9 Sickness and incapacity for work

- 9.1 If the Employee has to be absent from work for any reason, the Employee should inform personally her immediate supervisor on the first day of illness in the morning before 10.00 AM or as soon as possible. If the Employee is absent due to illness and if at all possible, she should give an indication how long she thinks to be away from work.
- 9.2 For a maximum period of 4 weeks, calculated from the first date of the Employee's incapacity for work, the Employee is entitled to 100% of the base salary and for a maximum period of 100 weeks, following the initial period of 4 weeks, the Employee is entitled to 70% of base salary:
- if she acts in accordance with and on the conditions laid down in the Dutch Civil Code and other relevant legislation;
 - as long as the Employee is employed.
- 9.3 In case of partial incapacity for work, the Employee is entitled to a pro rata portion of the gross payments referred to in paragraphs 2 and 3 of this Article.
- 9.4 Any benefits accruing from any statutory or private (individual or collective) insurance or received from any fund or any income enjoyed by the Employee for work performed in or outside of her employment during the period of such incapacity for work, will be deducted from the Employer's payments as referred to in paragraphs 2 and 3 of this Article.

10 Business property of the Employer

- 10.1 All property placed at the disposal of the Employee by the Employer or which came into the possession of the Employee otherwise during this Employment Agreement with the Employer, the working tools of this Employment Agreement and all written documents is and will remain the sole property of the Employer, or as the case may be another company affiliated to the Employer. This property constitutes the so-called business property and it is strictly forbidden to exploit such property for private use without the explicit prior written approval of the Employer. The Employee shall keep all property in a good and clean state.
- 10.2 The property placed at the disposal of the Employee will include a laptop for business usage.
- 10.3 At the end of this Employment Agreement or at any other time, on first request by the Employer, unless stipulated differently in this Employment Agreement, the Employee will immediately return the business property in a clean and proper state without keeping any copies thereof in whatsoever form.

11 Confidential information

- 11.1 During the course of this Employment Agreement, the Employee may have (had) access to and become aware of information, of which she knows or may reasonably suspect that it is confidential. Except as and to the extent authorized or required by her duties, the Employee shall keep strictly secret and shall not use or disclose and shall use her best endeavours to prevent the use or disclosure by or to any person of any of the confidential information, which comes to her knowledge during her employment by the Employer (irrespective of how such information came to the knowledge of the Employee).
- 11.2 The restriction in paragraph 1 of this Article shall apply during and after termination of this Employment Agreement with the Employer without any limit in time, but shall cease to apply to information or knowledge which has in its entirety become public knowledge otherwise than through any unauthorized disclosure or other breach of that restriction by the Employee.

12 Working for others

- 12.1 During this Employment Agreement with the Employer, the Employee shall not without prior written consent of the Employer, directly or indirectly, in any way, on the basis of an employment agreement or otherwise, work in an organization, competing with or directly comparable to the Employer.
- 12.2 During this Employment Agreement with the Employer, the Employee shall discuss potential other work activities with the Employer. Employer shall approve these other work opportunities when they do not interfere with the employment with the Employer.

13 Intellectual property rights

- 13.1 All works, designs or other products ("**Works**") created by or originating from the Employee, alone or jointly with others, during the term of this Employment Agreement with the Employer, protected by copyright or other intellectual property rights or similar rights and/or on which such rights could be established, are the property of the Employer, irrespective of whether the Works were created at the direction or instruction of the Employer and irrespective of whether the Works are created for the benefit of the Employer, if such Work was created during work

hours (including reasonable amount of overtime) and/or at the Employee's place of work. The intellectual property rights are the exclusive property of the Employer in all jurisdictions and in all parts of the world together with all rights to registrations, extensions and renewals.

- 13.2 The Employee agrees that her gross base salary of this Employment Agreement includes sufficient and full compensation for the establishment of copyrights, design rights or other intellectual property rights, the assignment and transfer thereof to the Employer and for any other obligation that the Employee may have under this article.

14 Penalty clause

- 14.1 In the event the Employee does not adhere to any of the abovementioned provisions regarding "Business property of the Employer", "Confidential Information", "Working for others", and "Intellectual property rights", she shall in deviation of Article 7:650 sub 3 and 5 Dutch Civil Code, be liable to pay the Employer a penalty of EUR 10000 for each infringement and of EUR 1000 for each day of continuance of said infringement, notwithstanding the Employer's right to claim and receive instead of said penalty full compensation or damages. Further, infringement of before-mentioned provisions shall be considered a valid urgent and pressing reason as defined in Article 7:677 and 7:678 Dutch Civil Code for the Employer to instantly dismiss the Employee.

15 Tax and social security insurance contributions and tax equalization

- 15.1 For tax or social security insurance purposes, any payments, reimbursements, contributions or benefit under this agreement shall be a gross payment, gross reimbursement, gross contribution, compensation or gross benefit, unless explicitly provided that they are net payments, reimbursements, contributions, compensations or benefits. Any tax or social security insurance contributions due with respect to any of the payments, reimbursements, contributions, compensations or benefits on the basis of this agreement shall be deductible, as appropriate, from any payments, reimbursements, contributions, compensations or benefits, due to the Employee.

16 Unilateral changes clause

- 16.1 The Employer is entitled to unilaterally amend or supplement this Employment Agreement if the Employer has such an important interest in the amendment or addition that, according to standards of reasonableness and fairness, the interest of the Employee that could be harmed by the amendment or addition must be overridden. The Employee is bound to any such amendment or addition.

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17 Validity and enforceability

17.1 In case any provision, or any part of any provision, of this Employment Agreement shall be deemed to be or shall be made invalid or unenforceable, then the remaining provisions or part of the provision shall remain in full force and effect. The invalid or non-enforceable provision or part of the provision shall be deemed to be amended without further action by the parties hereto to the extent necessary to render it valid or enforceable as much as possible in accordance with the contents and purpose of the original provision, taking into account the principle that (i) the costs for the Employer under this Employment Agreement should not be increased and (ii) that any possible cost advantages shall be divided equally between the Employer and the Employee.

18 Miscellaneous

18.1 Effective, the date stipulated in Article 1.1 of this employment, this Employment Agreement supersedes and replaces all prior other possible agreements reached between the parties or the Employee and the Employer's affiliated entities.

18.2 This Employment Agreement shall be exclusively governed by and construed in accordance with the laws of the Netherlands. Any disputes arising out of or in connection with this Employment Agreement or further related agreements shall be subject to the exclusive jurisdiction of the competent court in the Netherlands.

Signed in duplicate,

Date:	Date:	Date:
In:	In:	In:
.....
Full name as in passport, Employee	Coöperatie it's public u.a., Employer Name: Title:	Coöperatie it's public u.a., Employer Name: Title: