Address of company:

 Telephone:

 Chamber of Commerce:

 Email:

 Website:

**CONTRACT OF EMPLOYMENT**

**THE UNDERSIGNED:**

The private company with **<<company + company name>>** its office registered at <<**name of registered address**>> duly represented in this matter by its director Mr. Johan Opperman, hereinafter called “the Employer”;

and

<<**name of employee**>> born <<**date of birth**>> of <<**nationality,>>** residing at <<**address>>,** hereinafter called: “the Employee”;

Hereinafter jointly referred to as “Parties” and severally as “Party”,

The masculine form is used throughout in the present Contract, where appropriate the feminine form is tacitly implied.

WHEREAS

* The Employee has been offered a position as <<**job title>>** to be based in <<**country>>,** with Employer’s client <<**name of employer’s client & address**>> (hereinafter called **“<< >>”** or “Client”), a company that does not hold a legal entity in the Netherlands;
* The Employer is in the business of providing “employer of record” solutions to individuals and companies, under which employees can be legally employed in Netherlands, in full compliance with the relevant legal requirements. In the Netherlands, the legal name for such service is ‘payrolling’.
* For its purpose the Employer is certified for compliance in this domain as per the register of

“NEN4400-compliant companies” at “Stichting Normering Arbeid”;

* Employer’s Client therefore has opted to make use of the services of Employer, to implement the job offered to Employee in full compliance with Dutch legislation.
* The Parties wish to enter into an employment contract (“Employment Contract”), whereby the Employee is employed by the Employer for wages and will work for and under direction and supervision of Employer’s Client.
* For this Employment Contract, the Employer, and the Client (via mutual partner **<<name of partner>>**) have entered into a contract for services (“Contract for Services”). The Contract for Services has not been entered into in the context of bringing together supply and demand on the labour market.
* The Employer shall put the Employee at the exclusive disposal of the Client and the Employer is not authorised to make the Employee available to another client, unless with the prior approval of the Client.
* Employee confirms not to have had an employment relationship of any kind with Employer’s Client in the timeframe immediately (or in twelve months) preceding the start of this employment with Employer.
* The Parties wish to lay down in writing the associated terms and conditions in this Employment Contract.

**PARTIES NOW AGREE AS FOLLOWS:**

1. **COMMENCEMENT, DURATION AND EXPIRY/TERMINATION OF THE CONTRACT**

1.1. This Employment Contract will start on <<**start date>>** for a <<**length of contract**>> period and shall be open ended in duration.

1.2. Prior employment is not applicable.

1.3. Probation period: the first 2 months are considered as probation in accordance with article 652 in Book 7 DCC. During this period either Party may terminate this Employment Contract with immediate effect in accordance with article 676 in Book 7 DCC.

1.4. As per article 7:669 DCC, this Employment Contract ends by operation of law, if the employee reaches pensionable age (‘pensioengerechtigde leeftijd’).

1.5. Termination and notice:

Both Parties can terminate this Employment Contract in the interim by means of a notice letter in writing.

The statutory notice period for Employee is one month, to be given the end of the month. The notice period for the Employer is at least the same.

2. **WORKPERMIT DEPENDENCY**

2.1. If, and for as long, Employee depends on a specific immigration/residence- or work permit status to be allowed to work for Employer, this Employment Contract is subject to the Employee obtaining/maintaining a valid work permit and other necessary documentation. The Employment Contract will end by operation of law ("van rechtswege") if and on the moment that any of the following conditions arise:

a) the work permit and other documentation necessary for the Employee to be validly employed by the Employer has not been obtained within three months after Parties signed this

Employment Contract;

b) the work permit has been granted but is revoked by the authorities; or

c) the work permit expires.

The termination by operation of law will only take place insofar as the occurrence of the condition (a), (b) to (c) was not within the power of the Employer.

2.2. In cases such as referred to in subclause 1 above, the Employee agrees to not hold the Employer in any form responsible for any costs or liabilities that may come forth out of Employee’s prolonged presence in Netherlands, after the date of termination of this Employment Contract.

3. **SALARY / PAYMENT**

3.1. The Employee will be eligible to receive a monthly gross salary of <<**EUR** >> exclusive of 8% statutory holiday allowance, based on a working week of \_\_\_\_hours. The salary will be paid by Employer on a monthly base, in 12 monthly instalments, after deduction of the statutory and agreed withholdings.

3.2. Any special benefits and allowances granted to Employee will be documented in Annex 2 to this Employment Contract; as part of the total remuneration package.

3.3. Annually in the month of May the Employee will receive the statutory holiday allowance (as mentioned in sub clause 1 above) of 8% of the gross annual salary. Holiday allowance will be paid in proportion to the duration of employment in the period \_\_\_ to \_\_\_\_\_\_.

3.4. The salary will be paid monthly into Employee’s bank account, on or before the last day of the month.

3.5. The initial choice, and any change in the combination, nature or level of compensation-elements will be documented and agreed upon in writing by Employer and Employee.

3.6. Employee is aware that during his employment, all payments, and benefits – whether in cash, in goods or in services - made available to Employee will be subject to Dutch income tax and social security law. Employee unconditionally and irrevocably grants Employer the right to withhold the necessary fees and premiums for this at source.

3.7. This employment is based on \_\_\_hours work week, on weekdays between \_\_\_\_h - \_\_\_\_h.

4. **JOB SPECIFICATION**

4.1. The Employee shall be employed in the role of <<**name of role** >>>; as described in Annex 1. The Employee shall perform his duties to the best of his ability and shall, in this regard, act under management and supervision of the Client and in conformity with the instructions given to or on behalf of the Employer.

4.2. Employee will in principle perform his duties out of home office.

4.3. The Employee shall be obliged to do everything and refrain from everything as fitting for a good Employee and shall lend their full personal and professional capabilities to promoting the business of the Employer and the Client.

4.4. For all job/work content related matters and Employee’s performance reviews, the functional or line manager of the Employee at the Client will be Employee’s primary contact.

4.5. Until other instruction, <<name, title, and company>> will be the single point of contact for all corporate reviews relating Employee’s activities.

5. **HOLIDAY ENTITLEMENT**

5.1. Employee shall be entitled to\_\_\_\_days paid vacation days per annum, at fulltime equivalent, excluding public holidays.

5.2. The respective number of days (as mentioned in sub clause 1 above) is calculated regarding to fulltime/part-time employment and start date of this Employment Contract.

5.3. Holidays are taken in consultation with and approval of the Client; administrative matters are taken care of by and in systems of Employer.

6. **PENSION**

6.1. As per the Netherlands’ statutory requirement for outsourced employment companies (“payrolling companies”), employer will register employee in its Adequate Pension Plan. The pension contributions will start per the first full month of employment and will end at the last day of the month in which the Employee is employed.

6.2. For <<**year**>>, the employer’s contribution to the Adequate Pension by law is set at <<percentage>> of gross salary. This may be revised on an annual basis.

6.3. Further documentation on the Adequate Pension Plan will be provided in separate documentation.

7. **ILLNESS / INCAPACITY FOR WORK**

7.1. The Employee is obliged to notify the Employer and the Client of his absence on illness or an accident before \_\_\_\_\_. on the first day of absence and notify on the day of resuming back to work, and to inform Employer of the address where he will be staying during recovery.

7.2. In the event that the Employee is absent from duties as a result of illness or injury, the Employer is entitled to reduce the salary to only 70% of the Employee’s salary referred to in article 3 of this Employment Contract, but with a minimum of the statutory daily wage (“maximum dagloon”) for a period of 104 consecutive weeks and as long as this Employment Contract remains in effect. For the application of this article, consecutive periods of incapacity for work within 4 weeks are considered as one consecutive period of incapacity for work.

7.3. An Employee is obliged to allow control by the occupational health service. Therefore, the Employee must be accessible at his home address or residential address during incapacity for work.

8. **DISABILITY INSURANCE**

8.1. Should Employee fall into long-term sickness, ultimately leading to labour disability and end of employment by authorisation of Dutch labour Authority UWV, Employee may land in UWV’s labour disability disbursement systems. In this, Employee may experience different subsequent drops in income.

8.2. Employer has arranged for a so-called ‘WGA-Hiaat verzekering’ (=disability gap insurance), covering Employee’s drop in social security-covered income from (at maximum) 70% of the Dutch Maximum Social Wage, to 70% of Dutch minimal wage, from the moment Employee lands in the ‘WIA-Vervolguitkering’ of the Dutch social security system. The premium for this is borne by the Employer.

8.3. Employer has (by choice of its client) NOT arranged for a so-called WIA-Excedent insurance for Employee, which – if Employee’s income exceeds the Dutch maximum social wage (maximum dagloon) - covers the drop of income to maximum 70% of that maximum social wage’ after employment ends in case of long-term disability.

8.4. Full detail on the disability-related insurances is available to Employee upon request.

9. **REIMBURSEMENT OF EXPENSES**

9.1. Employee is eligible for reimbursement of expenses that may become relevant over time as per the Employer’s and the Client’s expense policies, and provided they are compliant with the Dutch employment, tax- and social security regulations, and particularly the”werkkostenregeling” (labour costs regulations);

9.2. Any expense reimbursements, can be taken into consideration only:

* if they are considered reasonable and necessary expenses incurred in the interest of the
* Employer and/or Client, and o if they are claimed via Employer’s standard expense claim protocol and system (including presentation of proper receipts, approval by the Client and acceptance by Employer)

9.3. Expenses are immediately payable to Employee after Employer has been reimbursed for these expenses by the Client.

10. **SECRECY / INTELLECTUAL PROPERTY**

10.1. The Employee shall always undertake to observe absolute secrecy regarding everything of which he/she has knowledge either directly or indirectly - in his capacity as Employee- relating to the Employer and/or its client(s) and everything connected thereto in the broadest sense of the word. Nor shall the Employee make use of any information that becomes available relating to the Employer and/or its Client(s), in the broadest sense of the word, for any purpose whatsoever.

10.2. The Employee shall be forbidden to copy, have in his possession or keep documents, correspondence or copies thereof relating to the Employer and/or the Client, in the broadest sense of the word, or other items or goods which he/she has obtained in his capacity as an Employee in any way whatsoever, unless this is necessary in the performance of his duties.

10.3. If the activities of the Employee make it necessary to have certain documents, correspondence or copies thereof in his possession or other items or goods he/she shall be obliged to hand these over forthwith to the Employer should the latter so require.

10.4. The Employee shall, in any case, be obliged to hand over documents, copies, items or goods as referred to in sub clauses 1, 2, 3 of this article to the Employer forthwith at the end of the employment, even if he is not asked to do so.

10.5. Employee agrees explicitly that any Intellectual Property on work done by the Employee while working on assignment(s) for <<company name>> clients, will be and remain with those Clients. Employee will always (both during and after this employment), comply with any specific agreements on Intellectual Property that Parakar has with its clients, either directly or via its partners.

11. **OWNERSHIP CLAUSE**

11.1. All goods that are made available to the Employee by the Employer and/or the Client are and shall remain the property of the Employer and/or the Client. The Employee shall be forbidden to use these goods for private use or to have or keep these in his private possession unless it is necessary for the performance of his duties, or unless the Client has granted express permission.

11.2. All property of Employer and/or Client should be immediately made available to the Employer and/or Client – even if this is not requested – at the end of the employment or earlier if this is required by the Employer and/or Client.

11.3. The Employee shall be liable for damage to the goods referred to in sub clauses 1 and 2 arising through an intentional act or omission or negligence on his part.

12. **DATA PRIVACY PROTECTION**

12.1. Employee shall be entitled, as regulated in the Registration of Persons Act, to view his own personnel file.

12.2. Employee gives the Employer permission to collect, retain and process information. Employer warrants that this information will only be used in order that the Employer can monitor its compliance with the law and best practice in terms of equal opportunities and non-discrimination.

12.3. Employee consents in the transfer of personal data to Employer’s affiliates and third parties inside and outside the European Union, within the limits of this employment relationship in compliance with the General Data Protection Regulation (GDPR, in Dutch called AVG “Algemene Verordening Gegevensbescherming”).

Employee accepts by signing this Employment Contract that he/she has received a copy of the GDPR Information Letter.

**13. POST-CONTRACTUAL REINTEGRATION STIPULATIONS**

13.1. If the Employee is incapacitated for work due to illness as per or after the Termination Date of this employment contract and is eligible for benefits under the Sickness Benefit Act (Ziektewet), Work and Income Capacity for Work Act or Partial Capability for Work Act (WIA/WGA), the Employee must strictly comply with the regulations and guidelines on illness and incapacity for work that are or will be issued by or on behalf of The Employee Agency (UWV).

13.2. In such event as mentioned in previous paragraph:

- The Employee must actively cooperate in his recovery and return to work, including by performing suitable work if he is offered the opportunity to do so, making sufficient effort to obtain suitable work and not setting requirements related to the work he/she carries out that impede the acceptance or acquisition of suitable work.

- The Employee must provide the Employer with monthly updates on the activities that the Employee carries out and inform the Employer immediately in writing if h/shee returns to work, recovers or his sickness benefits are cancelled, including the reason(s) for this.

13.3. These obligations also apply if the Employee reports sick within four (4) weeks after the Termination Date. In that case, the Employee is obliged to inform the Employer in writing of the fact that they have reported sick immediately.

13.4. The obligations will continue to exist as long as the Employee remains incapacitated for work and is receiving benefits under the Sickness Benefit Act, Work and Income Capacity for Work Act or Partial Capability for Work Act. The obligations will end when the Employee is fully recovered, unless the Employee becomes incapacitated for work again within four weeks of reporting fully recovered. If the Employee violates the provisions of this clause he/she shall forfeit to the Employer an immediately payable penalty of € 10.000,00 for each such breach, to be increased by € 1.000,00 for each day that any such breach continues, without prior notice or judicial intervention being required and entirely without prejudice to the Employer's right, instead of this penalty, to demand full compensation for the loss actually suffered by it and/or to demand specific performance.

14. **FINAL PROVISIONS**

14.1. Parties acknowledge and agree that this Employment Contract qualifies as a payroll agreement within the meaning of article 7:692 of the Dutch Civil Code (“Burgerlijk Wetboek”, “DCC”).

14.2. Employee must inform Employer - prior and in writing – before entering an employment contract with the Client.

14.3. Employee must inform the Employer when planning or undertaking other duties or activities (paid or unpaid), which may affect the interests of the Employer or the Client, direct or indirectly, during the duration of the Employment Contract. It is forbidden for Employee to undertake such duties or activities without written permission of the Employer.

14.4. Unilateral changes clause (“eenzijdig wijzigingsbeding”) for revocation and/or additions. Employer reserves the right to unilaterally modify any of the Employee’s individual terms stated in this Employment Contract, when considered of significant concern.

14.5. Applicable law and jurisdiction:

* Dutch law shall apply to this Employment Contract.
* All disputes regarding to this Employment Contract - including any other or further contracts in writing between Employee and Employer - shall be governed by Dutch law and submitted to the judgement of the competent Dutch court, with its registered office in The Hague.
* Should any individual provision or any part of any provision of this Employment Contract be or become void or unenforceable, the validity of the remaining provisions hereof shall in no way be affected. In such case, the void and/or unenforceable provision or provisions shall be replaced by relative provisions coming as close as possible to the sense and purpose of the ineffective provision or provisions.

14.6. Administrative Obligations:

Employee declares by signing this Employment Contract that he/she informed the Employer and the Client of all correct and complete facts, circumstances, and information, which are relevant for an Employer and for the Client to determine whether an Employee is suitable for this position, and to have supplied all required information and documents for working in The Netherlands.

14.7. Employee is obliged to cooperate in the administrative procedures associated with this Employment Contract, including cooperating with the obligations under the Law on Identification (“Wet op de Identificatieplicht”), providing information and/or filing of declarations under the Tax- and Social Security Legislation.

14.8. No collective labour agreement (“CAO”) applies to this Employment Contract.

15. **DIGITAL SIGNATURE AND DELIVERY OF THE CONTRACT**

15.1. The Parties hereby agree that this Employment Contract and any formal addendum, schedule, or annexure to it, can and will be digitally signed and delivered by means of the Adobe Sign (or equivalent) platform, and their electronic signatures are the legal equivalent of their manual signatures.

15.2. This Employment Contract supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, about the employment relationship. No side arrangements to this Employment Contract have been made.

 <<SINGATURE>> <<SINGATURE>>

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ <<Name of individual acting as employer>> <<Name of employee >>

<<title of the above representative>>

**ANNEX 1 JOB DESCRIPTION**

**JOB DESCRIPTION**

Responsibilities will include but will not be limited to: <<<List job description here>>

* Be actively involved in ….;
* Acts as ….;
* Manage….

**ANNEX 2**

**ADDITIONAL REMUNERATION:**

* On Target Bonus

Employee is eligible for an annual On Target Bonus of <<<**EUR >>>**gross to be granted at the sole discretion of Employer’s Client.

* Health insurance compensation

Employee will be entitled to a compensation of <<<**EUR >>>**gross per month.

* Home office allowance

Employee is eligible for a home office allowance of <**<<EUR>>>**gross per month.

* Public holidays

As mentioned in section 5.1, Employee shall be entitled to <<**no. of days**>> paid vacation days per annum, at fulltime equivalent, excluding the public holidays of the Netherlands that fall on a weekday. The public holidays of the Netherlands are:

New Year’s day, Good Friday, Easter Monday, King’s day, Liberation Day (every year according to Client’s policy), Ascension Day and Whit Monday, Christmas Day and Boxing Day. Employee is off on those public holidays, if they fall on working days.