

GENERAL STAFFING AGREEMENT

This “**International Service Agreement**” or “**agreement**”, which all parties adhere to and are fully committed to execute in good faith and in abidance with the laws and regulations existent in both countries is undertaken in accordance with EU posting directives

Between:

Work Supply - Temporary Work, Unipessoal Lda, Taxpayer number No. 515471984, with main office at Rua Ilha do Pico, 1A; 1000-169 Lisbon, PORTUGAL, Social Security No. 25154719849, **holder of the license No. 879/19** of 23 July 2019, represented in this act by the manager, Ramneet Singh and hereafter designated as **TEMPORARY STAFFING AGENCY (TSA)**;

And

_____, **Tax Identification Number:** _____, with its registered office in Putten at _____ 3881 SL, Chamber of Commerce registration number _____, Social Security number _____, represented in this act by the Managing Director, _____ and hereafter designated as the **CLIENT**,

is governed by the following clauses:

First (Object and Motivation)

The **CLIENT** requires staff to respond to a temporary and significant seasonal increase in orders, thus creating an exceptional increase in the need for manpower.

Second (Functions, Characterization and Remuneration of the Job Position)

1. The tasks to be performed are described in **Exhibit A** which is an integral part of this agreement.
2. The TSA is obliged to place staff with sufficient skills and experience – in the number and as described in **Exhibit A**.
3. The job position and the tasks to be performed are not classified as hazardous and are considered low risk.
4. Workers directly employed by the **CLIENT** performing the same duties to be performed by TSA workers receive a monthly gross salary of € _____ (or hourly wage of), plus a €6.16 meal allowance for each working day (please include, if any, all regular payments or allowances to workers employed by the CLIENT performing the same task that TSA workers will be expected to perform);

Third
(Safety and Occupational Hazards)

1. Staff provided by the TSA will undergo mandatory occupational medical examinations before departing, as determined by Portuguese law, to assess if the worker is fit to perform the duties as described in **Exhibit A**;
2. Personal protective and work equipment, if required, will be provided by the **CLIENT**;
3. Any necessary collective protective equipment (signalling or other) shall be the responsibility of the **CLIENT**.
4. The **CLIENT** is solely and exclusively responsible for meeting all insurance, safety and health hazard requirements in the jurisdiction(s) where the work is to be performed.

Fourth
(Workplace)

The workers will perform work in the **CLIENT**'s production plant located in the town of Putten, the Netherlands.

Fifth
(Term)

1. This agreement takes effect on **2020.09.24** and will be **terminated** when the temporary manpower needs that support it cease to exist and may not, in any case, exceed the maximum duration permitted by law.
2. Notwithstanding the provisions of the previous point, both parties agree that the agreement will remain in lieu for at least 6 (months) months unless just cause is invoked for resolution as described in the Ninth Clause.

Sixth
(Normal Working Period)

1. The **CLIENT**'s daily and weekly working periods are, respectively, 8 and 40 hours.
2. The **CLIENT** is responsible for determining the start times, term and rest intervals, in accordance with the applicable legal and internal provisions of the jurisdiction in which it operates.

Seventh
(Fees and payment)

1. The fees for the services provided by the **TSA** are described in **Exhibit A** which constitutes an integral and inseparable part of this agreement.
2. Invoices are to be issued **every 7 calendar days and payment made within 15 calendar days** that follow.
3. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the assigned Staff.
4. **CLIENT**'s special billing rate for premium hours will be the same multiple of the regular billing rate as TSA is required to apply to the Assigned Staff's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, **CLIENT** will be billed at 150% of the regular bill rate).
5. The amount due shall be transferred to the **TSA**'s bank account with the following details

Bank name: Novo Banco
IBAN: PT50 0007 0000 0047 8867 0792 3
SWIFT/BIC: BESCPTPL

Branch address:

R. Conde Redondo, 18
1150-106 Lisboa
Tel. 218834840
Fax. 218834842

6. VAT shall be charged, if applicable.

**Eighth
(Non-payment)**

1. Failure to process payment as described in the previous paragraph gives the **TSA** the right to immediately suspend the provision of the services.
2. All other terms, conditions and obligations remain in force.
3. In the event the contract is terminated the obligation to pay the services as contracted remains.

**Ninth
(Agreement Resolution)**

1. In case of non-compliance, either of the parties may send an email expressing intent of terminating the present agreement providing a brief summary of the facts that substantiate their claim.
2. If within a maximum of 24 hours the other party remains non-compliant the active party may terminate the agreement by means of a simple email communication.
3. The agreement is considered terminated on the date the email communication is received.
4. Termination of the agreement does not exempt or exclude either of the parties from legal obligations and entitlements wrought before termination or any claims for compensation.

**Tenth
(Insurance coverage)**

1. The staff provided by the **TSA** are covered by comprehensive occupational or work insurance policy that meets legal requirements a copy of which can be seen in **Exhibit B**, which is an integral and inseparable part of this agreement.

**Eleventh
(Correspondence)**

1. Any notification or communication between the parties shall take effect upon reception and be sent preferably by e-mail or, when not possible, by registered mail.
2. Unless the receiving party can prove otherwise, any notification or communication sent by either party shall be presumed delivered.

3. The contact details of the agreeing partners are:

For the **TSA**:

Work Supply - Temporary Staffing Agency Lda
Rua Ilha do Pico, 1ª
1000-169 Lisboa
PORTUGAL
Email: dir.tecnica@work-supply.pt
Phone: +351 913 147 766

For the **CLIENT**:

_____ B.V.

Putten
3881 SL
NETHERLANDS
Email: example@example.com
Tel +31 00 111 2222

**Twelfth
(Final Dispositions)**

1. Applicable laws shall apply to all cases not covered in this agreement.
2. The **CLIENT** agrees to withhold from directly hiring Staff deployed by the **TSA** for a period of six (6) months.
3. The **CLIENT** agrees to provide advance notice of 6 (six) months before proceeding to directly hiring the Staff deployed by the **TSA**.
4. Failure to act in accordance with the conditions mentioned in number 2 and 3 of the present paragraph, obliges the **CLIENT** to compensate the **TSA** accordingly for the resulting losses.

This agreement is signed by both parties in duplicate, each party being provided an original copy.

Lisbon and Putten, September 18 of 2020

CLIENT

Temporary Staffing Agency

Signature

Signature

Printed name

Printed name

RATE SCHEDULE

Quantity	Job Title and/or Description	Number of hours/month	Cost per month	Cost per hour
16	General Production Labourer	168	2.730,00€	16,25€