Contractor agreement

This Independent Contractor Agreement (hereafter referred to as “Agreement”), has been entered into on 15-9-2021, by and between:

Paulissoft, with organisation number 900217878 R.C.S. Bordeaux and VAT number FR16900217878, having its principal place of business at 17 Avenue des Cassignols, 33650 La Brède, France, to this legally represented by Gert-Jan Paulissen, (hereafter referred to as “Contractor”),

and

T-Hive B.V., with its registered office in Ede (Gld), the Netherlands, Dutch Chamber of Commerce number 82038759 and VAT number NL862314082B01, to this legally represented by Mr. Leon Jansen, CEO (hereafter referred to as “T-Hive”);

T-Hive and Contractor being referred to herein singularly as a “Party” and collectively as the “Parties”;

**WHEREAS:**

* T-Hive needs support during a certain period in or for its organization;
* T-Hive therefore wishes to make use of the services of Contractor;
* Contractor is willing and able to provide the requested services for T-Hive;
* T-Hive is free in respect of the assignment to give instructions while Contractor nevertheless shall independently provide the services and in that sense is free to determine how the services are executed;
* The Parties expressly do not intend to establish an employment or employment agreement between T-Hive and Contractor and commit themselves to implement this Agreement as such towards one another;
* Contractor understands that T-Hive shall not pay any income tax, social security premiums and/or other employee related items to the tax authorities;
* The Parties wish to lay down the agreed terms and conditions in this Agreement.

**NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:**

# Services

## Contractor shall provide services for T-Hive for the duration of this Agreement, as from 15-9-2021 (hereafter referred to as “Effective Date”)

## Contractor will provide the following services for T-Hive: Product development, project support and programming expertise in the domain of AGV solutions and AGV systems design. Specifically participate in T-Hive's strategic initiative to establish an AGV solutions development and realization team, providing know-how in the CI/CD domain, and participate in customer projects if requested by T-Hive (hereafter referred to as: “Services”).

## Contractor shall perform the Services expertly and shall devote sufficient time to enable timely performance of the Services. Contractor shall work for at least 20h per week, unless agreed otherwise (e.g. holidays).

## Contractor will obtain and maintain until the termination of this Agreement any licences or registrations required for Contractor to perform the Services.

## Contractor warrants that Contractor is competent and has the necessary skills, qualifications, permits and licences to perform the Services.

## Contractor will adhere to the General Company regulations of T-Hive.

# Compensation and payment

## T-Hive will pay a fee to Contractor for the Services performed as described in Article 1 at an amount of 80 EUR per hour with a maximum of eight (8) hours per day, excluding VAT (or similar taxes).

## This fee covers cost for Services related mobile telephone use, laptop use, commute travel, usage of the home office and if applicable local internet fees.

## During the period that Contractor is unable to perform the Services, for any reason whatsoever, T-Hive is not obliged to compensate Contractor.

## Upon request of T-Hive Contractor may perform Overtime services. The surcharge of Contractor is 25% for nights/Saturdays and 50% for Sundays.

## Contractor shall charge the Services performed every month via a correct invoice including hour specification. This invoice is based upon a timesheet approved by T-Hive.

## Payment of the agreed compensation by T-Hive will be effected to the bank account indicated by Contractor, thirty (30) days after invoice date. If payment is not made by T-Hive within the period specified in the preceding sentence, T-Hive’s liability to Contractor shall be limited to interest over the unpaid amount at a rate not to exceed six percent (6%), per annum.

## T-Hive expressly reserves the right to withhold payment for any reasonably disputed invoice until such time as the dispute is settled to the satisfaction of both Parties.

# Expenses

## All other expenses as indicated in article 2.2 incurred in relation to the Services shall be approved by T-Hive prior to the incurrence of such expenses in writing. Contractor shall supply detailed specifications of expenses by specifying data and nature. Any expenses incurred should be reasonable and necessarily.

## T-Hive shall pay and where needed provide tickets for travelling. Normal daily travelling expenses, plane tickets (economy class) and hotel reservations can be invoiced.

## T-Hive shall provide the necessary documentation and guarantees to obtain the correct visa for the country if applicable. All associated costs in obtaining visa shall be borne by T-Hive.

## All expenses incurred need to be specified on the default T-Hive’s template and copies of all receipts, bills etc. attached. This can be sent to T-Hive.

## Unless specified otherwise in this Agreement, Contractor will provide its own equipment in the provision of the Services. Where Contractor is required to provide or utilize its own equipment, it will be the responsibility of Contractor to source that equipment at its own cost and such equipment shall be suitable and maintained by Contractor in good working condition to perform the Services. Additional equipment needed for testing and cloud service costs will be procured by T-Hive.

## Travel hours will be compensated at 50% of agreed hourly rate as mentioned in Article 2.1. Travel time allowed to be invoiced by Contractor is the time mentioned on the provided ticket plus up to two (2) additional hours, and is maximized to eight (8) hours per day. Normal daily travelling/commuting time is not allowed to be invoiced by Contractor.

# Substitution by a third party

## If Contractor because of illness or other circumstances for a period of more than a week is not able to perform the Services, Contractor will notify T-Hive immediately. Contractor shall arrange for adequate replacement as soon as possible.

## If Contractor believes to have found a suitable replacement, T-Hive shall inform Contractor within a week after the nomination whether it accepts the proposed substitute. If T-Hive does not agree with the proposed substitute, this Agreement will terminate with effect from the first day of the second week of the absence of Contractor, without owing any compensation whatsoever by T-Hive.

## Without prior written consent of T-Hive it is Contractor not allowed to engage third parties to the Services.

# No employment agreement / independence

## Parties expressly state that they do not aim to conclude an employment contract and wish to contract with each other only on the basis of an Independent Contractor Agreement. Parties undertake towards each other their practices when performing the mutual contractual obligations to be in accordance with those commonly used by carrying out an Independent Contractor Agreement.

## Contractor performs the Services in full independence and independently decides under what conditions, for example in terms of working time and manner of performance, it shall perform the agreed services.

## Where T-Hive gives instructions, guidelines or directives to Contractor in connection with the performance of the Services, they will merely serve to the effective implementation of the contractual arrangements, without interfering in the manner of execution of the Services, since Contractor thereon decides to exclusion.

## Contractor is allowed to work for third parties., respecting the restrictions in 5.5 and 5.6. In the event of doubt on the part of the Contractor as to possible violation of this prohibition, Contractor shall submit the issue to T-Hive in writing and in advance.

## Contractor shall not provide similar services in the domain of Autonomous Vehicles to direct competitors of Toyota Industries and its affiliates, during the assignment and within one year after the assignment is terminated. T-Hive shall be entitled to claim damages in lieu of penalty.

## Contractor shall not directly or indirectly have any business contacts with and/or actively approach any customers of T-Hive or associated Business Units, during the assignment and within one year after the assignment is terminated. A customer shall be understood as any person with whom T-Hive does business, directly or indirectly via the Business Units, at the time when this agreement ceases. T-Hive shall be entitled to claim damages in lieu of penalty.

# Indemnification and settlement

## Contractor warrants that Contractor will provide the Services in a professional manner to the required standards and be liable for rectification of any work related to the Services not up to the required standard at its own expense and shall indemnify and keep T-Hive indemnified against such expenses. However, Contractor will not be responsible for failures that can not be contributed to the Contractor. For instance, Contractor is not responsible for failing hardware or software supplied by another party.

## Contractor warrants that it is solely responsible for all remuneration, expenses, taxes, leave entitlements, superannuation, workers’ compensation and other insurances in respect of Contractor. Contractor warrants that any claims of any governmental or semi-governmental body, agency or organization or of any other third party relating to the omission of Contractor and/or otherwise via Contractor hired person and/or their employer to obtain licenses, permits, registrations and other authorizations or neglecting the payment of any and all social security premiums, duties, taxes, pension fund premiums and the like will not be reimbursed by Contractor to T-Hive.

## Contractor shall indemnify T-Hive in case Contractor is addressed by any governmental or semi-governmental body, agency or organization or of any other third party for the payment of taxes and/or social security premiums including fines and interests related to the Services as mentioned in Article 1.

## T-Hive will always be allowed to deduct any and all social security premiums, duties, taxes, pension fund premiums and the like including fines and interest from all that at that time has been or will be owed to Contractor for any reason whatsoever.

# Liability

## Contractor will perform the Services as mentioned in Article 1 to its best ability and care towards T-Hive and third parties. If T-Hive suffers damage by any shortcoming or failure in the performance of this Agreement, then Contractor shall be liable for any damages that T-Hive thereby suffers. Again, Contractor will not be responsible for failures that can not be contributed to the Contractor. For instance, Contractor is not responsible for failing hardware or software supplied by another party.

## T-Hive will inform Contractor as soon as reasonably possible of any shortcomings in order for Contractor to solve the issues within a two-week period. In the event Contractor has not resolved the issues properly within this timeframe, T-Hive is allowed to deduct compensation for any suffered damages caused by Contractor from all that at that time has been or will be owed to Contractor.

## Contractor will ensure it has a proper liability insurance in place, which means that the liability insurance has at least a maximum coverage of € 300.000 per year, per incident. Contractor will provide a copy of the insurance policy to T-Hive upon signing this Agreement and provides copies of any future liability insurances in the event the term has been expired during this Agreement.

# Confidentiality

## T-Hive, its mother company Toyota Industries Corporation (TICO), and its affiliates, have invested a considerable amount of time and resources to develop useful concepts and services within T-Hive and its companies of interest. It has as a result generated a commercial and technical know-how which is of great economic value to TICO. Any disclosure of privileged information may therefore result in severe financial damage to TICO and therefore T-Hive.

## Contractor must therefore observe full confidentiality, both during the performance of the Services and thereafter, in respect of everything Contractor comes to learn in the context of the performance of the Agreement and thereafter in relation to T-Hive’s organization.

## Contractor may not, in any way whatsoever, have or hold documents and/or data carriers and/or operating assets obtained in the context of the services performed for T-Hive, except insofar as is required for performing the Services for T-Hive, and then only for the duration of said performance. Contractor must promptly return said documents and/or data carriers and/or operating assets to T-Hive at T-Hive’s first request but ultimately at the end of the Agreement.

## Contractor is obliged to impose the obligations as described above in full to any replacement or third party engaged. Any violation of the confidentiality obligation by a replacement or third party engaged will automatically be allocated to Contractor.

# Property Rights

## T-Hive shall retain the unlimited industrial, intellectual and material property rights in relation to all technologies, products, developments or methods developed, created or produced within the terms of this Agreement for T-Hive by Contractor, including all drawings, sketches, calculations and know-how produced in this context in the broadest sense.

## Contractor specifically confirms that it will provide all cooperation necessary for T-Hive to establish the uninterrupted and unencumbered property rights, now and/or in the future. In this respect Contractor irrevocably appoints T-Hive as its attorney to do all things and sign all documents that may be necessary to vest such uninterrupted and unencumbered property rights, now and/or in the future.

## All intellectual property rights that arise from the Services to be performed by Contractor to or with intellectual property rights to which T-Hive already has title will immediately revert to T-Hive on creation.

## The (Open Source) software that has been developed by the Contractor before the start of this contract is excluded from the property rights when its usage is accepted by T-Hive, even when modifications are made during the course of this contract. This is true in particular for Oracle Tools developed by Paulissoft (see <https://github.com/paulissoft>) and Transferware (see <https://github.com/TransferWare/>), originally developed by Transfer Solutions, Leerdam, the Netherlands.

# Term and Termination

## The Agreement will be effective from Effective Date until further notice.

## Parties has the right to terminate the Agreement prematurely by written notice to Contractor taking into account the following notice period. The effective date of termination shall not be less than thirty (30) days after receipt of such notice. Upon receipt of such notice Contractor shall take steps to bring the relevant services to close and to reduce expenses to a minimum.

## Once Contractor is in default, T-Hive is entitled (a) to dissolve the Agreement unilaterally, without further notice of default or judicial intervention, in whole or in part, by means of a written notice sent to the Contractor and/or have a third party perform the contract at the expense of the Contractor in whole or in part; (b) to suspend its payment obligations, without T-Hive owing any compensation and without prejudice to any other rights accruing to T-Hive, including T-Hive's right to full compensation and T-Hive's right to observation of the terms of the contract and/or demand compensation rather than dissolve the contract; (c) to suspend its payment obligations and/or contract third parties to perform the contract in whole or in part at the Contractor's cost and risk on arm's-length conditions, without T-Hive owing any compensation and without prejudice to any other rights accruing to T-Hive, including T-Hive's right to full compensation in the event of:

* bankruptcy;
* application for bankruptcy on the part of the Contractor;
* moratorium or liquidation of Contractor;
* discontinuation of the Contractor's operations;
* attachment of all or part of the company property or other items;
* noncompliance with any legal including fiscal rules and obligations

This article shall be without prejudice to dissolution by law.

# Adjustments to this Agreement

## Changes to the Agreement will not come into effect until agreed and confirmed in writing between both Parties.

# Applicable law and disputes

## This agreement shall be governed by and construed in accordance with the laws of The Netherlands.

## Any dispute arising out of, or in connection with this Agreement shall be settled by the competent court with jurisdiction in the district of the Hague, The Netherlands.

**IN WITNESS WHEREOF,** T-Hive and Contractor have duly executed this Agreement in two original identical copies as witnessed by the signatures of their duly authorized representatives:

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| --- | --- |
| **Contractor** | **T-Hive** |
|  |  |
| Name: Gert-Jan Paulissen | Name: Leon Jansen |
| Function: | Function: CEO |
| Date: | Date: |
| Signature: | Signature: |