

On-call contract

Zero hours contract for a pre-determined time period

PARTIES, THE UNDERSIGNED:

 E-Trailer B.V., located at Molengraaffsingel 12, 2629 JD, Delft, registered in the Dutch Chamber of Commerce as 64529096 (Employer);

and

2. Petar Ulev, born in Bulgaria on 12th of May 1999, residing Voldersgracht 9, 2611 ET in Delft, The Netherlands (**Employee**).

Employer and Employee can be referenced together as Parties.

BACKGROUND

- 1. The company of Employer is concerned with the development of innovative systems for trailers, caravans and campers (the **Markets**)
- 2. Company of Employer is in need of on call Employees.
- 3. The amount of work to be done by Employee is not constant over time.
- 4. Parties want to agree upon their rights and responsibilities in this agreement (the Agreement).

DECLARE TO HAVE AGREED TO THE FOLLOWING TERMS:

Article 1. Length

- 1.1. Employee enters into service starting from October 2nd 2019.
- 1.2. Parties follow this agreement for a pre-determined period of time of 6 months and this agreement ends (without any action) on April 1st, 2020. Employer will indicate Employee at least a month beforehand if this agreement will be extended.
- 1.3. The first month is a trial period.

Article 2. Wage, holiday allowance

- 2.1. Employee is entitled to a gross hourly wage of € 11.57.
- 2.2. Employer will pay salary at or before the 30th day of the month.
- 2.3. Employee is entitled to a holiday allowance of 8% of his gross wage. The holiday allowance is paid out every month.
- 2.4. Any expenses made by Employee in the context of this agreement will be reimbursed by Employer on the basis of cost reporting forms.

Article 3. Article 3 - Function; working hours

- 3.1. Employee enters into service as App / Web Developer. Employee will work in the office of Employer, or in another location appointed by the Employer.
- 3.2. Employee reports to Employer, or to a different person appointed by Employer. Employee should work with care and is expected to act according to the rules as dictated by Employer.
- 3.3. Employee can perform other activities than the activities mentioned in Article 3.1, if this is useful to the company according to the Employer.
- 3.4. Employee only works if there is work available in the department Development, for which Employee qualifies.

Article 4. On-call terms

- 4.1. Employee should answer calls of Employer.
- 4.2. Employee can refuse a call of Employer, when Employee is not able to fulfil the activities.
- 4.3. During the first six months of this agreement, Employee is only entitled to salary for the hours worked. Article 7:628 BW is excluded during the first six months.

Article 5. CAO

5.1. A CAO (Collectieve ArbeidsOvereenkomst, 'Collective Employment Agreement'), is not applicable to this agreement.



Article 6. Illness

- 6.1. If Employee is not capable of working, he should report this to Employer before 08:00h (AM).
- 6.2. If Employee is ill for more than three months, Employee will return company assets. Employee is not entitled to reimbursement in this case.

Article 7. Employer contribution to healthcare insurance

7.1. Employer will pay the minimal Employer contribution to healthcare insurance, as required by law.

Article 8. Non-disclosure agreement

8.1. During and for at least 2 years after this agreement, the Employee is obliged to maintain strict confidentiality about information of any kind concerning, relating to or in connection with the company of the Employer or his clients, which is communicated or provided to the Employee, regardless of the form (orally, visually, in writing, computerised or otherwise) in which such information is communicated and regardless of whether such information is marked or described as 'confidential'.

Article 9. Company assets

9.1. At the end of this agreement the company properties, and company assets made available for the project, and all correspondence, notes, reports, project data, other data, calculation programs (methods), software, etc., or copies of abovementioned, related to any company affairs, shall immediately be handed in to the Employer.

Article 10. Intellectual Property

10.1. All intellectual property rights which are or may be exercised based on the results achieved by the Employee, either by making use of the derived knowledge or skill of the Employer, or by the results obtained by the Employee alone or in cooperation with others, belong to the Employer. Such results include but are not limited to: inventions, obtained results, models, designed methods, software, databases (including their development, functioning, operation, exploitation, testing and maintenance), and written and/or produced work (including reports, analyses, compilations, studies, notes, pictures, drawings).

Article 11. Non-compete clause

- 11.1. Employee will not work for a Competitor during, or within a period of one year after the end of this agreement. Parties consider "Competitors" as: a company that operates in the same Markets.
- 11.2. Employee will not, within the period of one year, during and after the termination of this agreement, individually or in cooperation, start a Competitor.
- 11.3. Employee will not, within the period of one year, during and after this agreement, take a financial stake or share in a Competitor.

Article 12. Non-application clause

12.1. Employee will not, without prior written consent of Employer, during a period of one year after termination of this agreement, engage in an employment relationship with persons that are employed by or were employed during this agreement at Employer.

Article 13. Relationship clause

13.1. Employee will not, without prior consent of Employer, during a period of one year after termination of this agreement, approach business relations of Employer with the goal to end the relationship between Employer and this business relation.

Article 14. Penalty clause and aberration from Article 7:650 BW

- 14.1. Parties deviate with this agreement from the clauses in Article 7:650, section 3, 4 and 5 BW.
- 14.2. In case of violation of one or more of the Articles 10, 11, 12, 13, 14, Employee immediately pays Employer a fine of € 10.000 for each violation. In addition, Employee pays Employer a fine of € 1.000 per day for every day the violation lasts. Employer has the right to claim compensation for additional damages suffered because of the violation(s).



Article 15. Ponderous business interest

15.1. Employee will work on the development of an innovative system for the prevention of pressure ulcers. This is a novel technology that has yet to be patented. A non-compete clause is included in this agreement, to prevent the intellectual property from ending up at a Competitor. For this reason, Parties agree that Employer has a Ponderous business interest to protect company interests. Parties agree for this reason a non-compete clause, non-application clause and relationship clause, as written down in the Articles 10, 11, 12, 13, 14.

Article 16. Unilateral changes

16.1. Employer can, within reasonable limitations, enforce unilateral changes in this Agreement, when Employer has a ponderous business interest.

Article 17. Invalidity

17.1. If part of this Agreement is invalid, this will not impact the validity of the other Articles in the Agreement. The invalid part will be replaced by a clause that resembles the content of the invalid clause as much as possible.

Article 18. Final provision

- 18.1. Only written changes to this agreement are valid.
- 18.2. All attachments are part of this agreement.
- 18.3. This agreement replaces all previous agreements between Parties.

Article 19. Applicable law and competent court.

- 19.1. This Agreement is covered by Dutch law.
- 19.2. Any dispute between the parties arising from this Agreement shall be submitted to the competent court in The Hague.

Agreed and signed in twofold by:

Place: Delft

Date: 2nd of October 2019

E-Trailer B.V. By: Rick Lenssen Title: Director

By: Petar Ulev