

## TERMS of SERVICE

The ProPakt Global Terms of Service outline the obligations and responsibilities of ProPakt Global BV and our affiliate Companies, ProPakt BV and ProPakt Personnel BV, and Users of ProPakt. Those obligations and responsibilities are outlined in the User Agreement below.

You must read, agree to, and accept all the terms and conditions contained in this Agreement to be a User of the website located at [www.ProPakt.com](http://www.ProPakt.com) or any part of the rest of the website, website services and affiliate services.

ProPakt may, in its sole discretion, amend this Agreement and other Terms of Service at any time by posting a revised version on the website. ProPakt Global will provide reasonable advance notice of at least 15 days of any amendment by posting the updated Terms of Services on the website, providing notice on the website, and / or sending you notice by email. If the amendment includes an increase to Fees charged by ProPakt or ProPakt Personnel, ProPakt will provide at least 30 days' advance notice of the change. Any revisions to the Terms of Service will take effect on the noted effective date, (each, as applicable, the "**Effective Date**").

These Terms of Service apply with immediate effect to the agreements concluded prior to the date of filing of these Terms of Service, unless the nature of the amendments to the respective articles is reasonably incompatible with the Client and / or the Freelance Professional has expressly objected to their applicability.

If ProPakt determines at its sole discretion that you have breached any obligation under this Agreement, it reserves the rights to remove any content you have submitted, cancel, or suspend your account or terminate any services.

Any deviations from these Terms of Service shall only be applicable if explicitly agreed upon and confirmed in writing by ProPakt.

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**DEFINITIONS** – The Terms below are defined in these Terms of Service and Service Agreement as follows:

**ProPakt** – The Group of Companies which include ProPakt Global B.V, ProPakt B.V and ProPakt Personnel B.V

**ProPakt B.V** – The private company with limited liability and a registered office in Rotterdam, which operates an online platform that allows Users (**Clients**) to find and connect with other Users (**Freelance Professionals**) who provide freelancer services.

**ProPakt Personnel B.V** - The private company with limited liability and a registered office in Rotterdam, which manages the remuneration based on the Dutch 'Rariteitenbesluit' and provides a framework for **Payrolled Freelancers** without a Registered Trading Entity to provide freelancer services to other Users (**Clients**). This company invoices Clients on behalf of all Freelance Professionals.

**Payment Plan** – The manner in which the Client decides to reimburse ProPakt for its services. The options are published on the website, with Self Service Recruitment option A being default.

**Payrolled Freelancer** - The Freelance Professional without a Registered Trading Entity who, based on a Contract of Professional Services with ProPakt Personnel, performs, or will perform, as a notional employee of ProPakt Personnel, services and/or work for a Client (Third Party).

**Self-Employed Freelancer**- The Freelance Professional who provides freelancer services and invoices for those services through his or her Registered Trading Entity.

**Registered Trading Entity** – A Government registered entity which permits the Freelancer to work as a Self-Employed Freelancer under the registration of a Sole Trader, Sole Proprietorship, Limited Liability entity or similar. A person with a Registered Trading Entity is liable for tax liabilities, insurances, and any losses as applicable.

**Client** – The legal entity which registers on ProPakt for the purpose of finding and connecting with other Users (**Freelance Professionals**) who provide freelancer services, then engages into a Work Order and a Contract for those services. The Client also refers to the Third Party whose behalf ProPakt Personnel provides services and/or performs work under this User Agreement as part of the triangular relationship Client-ProPakt Personnel-Payrolled Freelancer.

**Work Order** – The itemised job / assignment overview to be negotiated, agreed, and confirmed between Freelance Professional and Client on the ProPakt Platform, based on which the Freelance Professional will perform the freelancer services.

**Contract of Professional Services** – The employment contract between ProPakt Personnel and the Payrolled Freelancer as referred to in Article 7:690 of the Dutch Civil Code (hereinafter “BW”), which is established only after acceptance of a Work Order agreed and confirmed jointly by the Freelancer and Client. ProPakt Personnel, as an employer, will make the Payrolled Freelancer a temporary worker, available to the Client (third party) within the framework of conducting ProPakt’s professional or business activities, in order to perform work pursuant to the Work Order issued to ProPakt’s Payrolled Freelancer, under the supervision and management of the Client (third party).

**Service Contract** – The Contract issued to the Self-Employed Freelancer by the Client, following an agreed and confirmed Work Order.

## USER AGREEMENT

### 1. The Contract

This User Agreement (this “**Agreement**”) is a Contract between you (“**you**” or “**User**” or “**Client**” or “**Freelance Professional**” or “**Freelancer**” or “**Self-Employed Freelancer**” or “**Payrolled Freelancer**”) and ProPakt Global B.V. or any of our affiliate Companies, ProPakt B.V and ProPakt Personnel B.V (“**ProPakt**”, “**we**”, “**our**” or “**us**”).

This Agreement incorporates, for any User using the ProPakt Platform, website, and website Services, ProPakt B.V. and ProPakt Personnel B.V. Terms of Service. These agreements are collectively, with this Agreement, called the Terms of Services.

This Agreement defines the obligations of ProPakt Global B.V which include those of ProPakt B.V and ProPakt Personnel B.V, hereafter referred to as “ProPakt”, unless otherwise and specifically stated.

You acknowledge that by clicking “Join Now”, “Log In”, “Register with ProPakt”, “Sign Up” or similar, registering, accessing our website, you are agreeing to enter into a legally binding contract with ProPakt (even if you are using our Services on behalf of a Company). If you do not agree to this Contract (“Terms of Service”, “Contract” or “User Agreement”), do not click “Sign up Now” (or similar) and do not access or otherwise use any of our Services.

You acknowledge, agree, and understand that this Agreement is a Contract between you and ProPakt even though it is electronic and is not physically signed by you and ProPakt, and it governs your use of the ProPakt Platform, website, website Services and services of ProPakt Personnel.

You are entering a Contract with ProPakt and ProPakt will be the Processor of your personal data provided to, or collected by or for, or processed in connection with our Services. Your data will be stored on the servers managed by Webstecks in The Netherlands. For more information on how Propakt B.V. processes and protects your personal data, reference is made to the Privacy Policy which can be accessed on [www.ProPakt.com](http://www.ProPakt.com)

Registered users of our Services are “Members” and unregistered users are “Visitors”. This Contract applies to both Members and Visitors.

As a Visitor or Member of our Service, the collection, use and sharing of your personal data is subject to our **Privacy Policy** (which includes our Cookie Policy) and updates.

## 2. Registering an Account

By registering an account on ProPakt, **you acknowledge, agree and understand** that you are a User of ProPakt and that;

- 2.1 You have entered into a legally binding agreement with ProPakt, which is this Agreement.
- 2.2 At its absolute discretion, ProPakt may refuse to allow any person or company to register or create an account with ProPakt or cancel or suspend any existing account or terminate services.
- 2.3 Registering an account is free of charge.
- 2.4 You will only have one ProPakt account which must be in your real name.
- 2.5 By using the ProPakt Platform, website, or website Services, you agree that you are an individual of 18 years or older or you represent a legal entity which can form legally binding contracts.
- 2.6 When you register an account with ProPakt, you will be asked to enter your full name and email address and a secure password will be emailed to you and you can change your password in your profile page. You are entirely responsible for safeguarding and maintaining the confidentiality of your password and you agree not to share your password with any person who is not authorised to use your Account. You authorise ProPakt to assume that any person using the website with your password, either is you or is authorised to use your account. You further agree not to use the Account or log in with the password of another User of the website if (a) you are not authorised to use either or (b) the use would violate the Terms of Service.
- 2.7 As a Freelancer User, you will be asked if you wish to invoice Clients through your own **“Registered Trading Entity”** and to use your own insurances, henceforth referred to as a **“Self-Employed Freelancer”**, or, if you do not wish to invoice through your own entity, you will be providing freelancer services on the payroll of ProPakt Personnel, henceforth referred to as a **“Payrolled Freelancer”**.
- 2.8 By registering an account as a Payrolled Freelancer, you understand that you will be required to read and agree to a separate **“Contract of Professional Services”** with ProPakt Personnel.
- 2.9 If you register an account as a company or business entity, you represent and warrant that you are authorised to enter into this binding Contract, including Terms of Service and this User Agreement, on behalf of yourself and the business entity.
- 2.10 By registering an account, you acknowledge that you will only use the website and website Services for work related purposes and that you will comply with any licensing, registration or other requirements with respect to your business, or the business for which you are acting, and/or the provision of Freelance services.
- 2.11 As a Freelancer User, you will complete a User profile (**“Profile”**) and you give consent to have your User profile be shown to Client Users who register with ProPakt. You agree to provide true, accurate and complete information on your Profile which includes a summary of yourself, positions you are available for, your professional experience, certifications, skills training and education, regions you are willing to work in and languages you speak.
- 2.12 You agree not to provide any false or misleading information about your identity or location, your business, your skills, or the services you and/or your business provides.

## 3 Verification

- 3.1 You acknowledge, agree, understand, and give consent to ProPakt to contact organisations, industry associations, licencing authorities, ministries, immigration departments and educational institutions for purposes of verification and to ensure the integrity of information relating to you.
- 3.2 You authorise ProPakt to make any inquiries necessary to validate your identity, your location, and to confirm your ownership of your email address or financial accounts, subject to applicable law. When requested, you must provide ProPakt with complete information about yourself and your business, which includes but is not limited to, providing official government or legal documents.
- 3.3 You agree that ProPakt is not responsible for any non-accurate information supplied by identity verification services or any third-party verification services.
- 3.4 You acknowledge, agree, and understand that ProPakt will verify certification claimed to be recognised by IMCA (or any other industry organisation) and will publish this action by showing it as approved) or not approved in the relevant section of the Freelancer Profile.
- 3.5 ProPakt retains the ability to change the verification publication without notice if it finds that a certificate has been issued incorrectly, obtained falsely, has expired or is no longer valid, and vice versa.

## 4 Obligations of ProPakt B.V

ProPakt operates an online platform which allows Users (**“Clients”**) to find and connect with other Users (**“Freelance Professionals”**) who provide freelancer services. ProPakt provides a central location to manage freelancer recruitment activities. Below is a list of obligations which ProPakt does and does not accept when providing the platform’s website and website Services. **You acknowledge, agree and understand that:**

- 4.1 The ProPakt platform provides a database and network of Freelancers who provide professional services to Clients who agree to pay for those services. ProPakt provides the technology designed for Clients and Freelancers to find, connect and transact with each other. The ProPakt Platform enables Freelancers to invoice Clients for work performed and for Clients to pay invoices either to the Freelancer’s own Registered Trading Entity, or if the Freelancer is a Payrolled Freelancer, to ProPakt Personnel.
- 4.2 ProPakt does not make any introductions between Users. ProPakt does not find projects for Freelancers. ProPakt does not find Freelancers for Clients. ProPakt does not allow for job vacancies to be posted on the website.
- 4.3 ProPakt allows Clients and Freelance Professionals to agree on a **“Work Order”**, to engage in a **“Contract”**, and to invoice and to pay for work performed.
- 4.4 Invoices relating to the purchase of ProPakt Fees will be issued to the Client User by ProPakt B.V
- 4.5 ProPakt will ensure that transactions processed through ProPakt are done promptly and will be as cost effective and transparent as possible.
- 4.6 Subject to the Terms of Service, ProPakt provides the website Services to Users including hosting and maintaining the website, verifying selected certification, facilitating the formation of Work Orders, assisting Users in resolving disputes which may arise

- in connection with Work Orders, and using the website to invoice and pay amounts owed for work performed as a result of the Work Order.
- 4.7 All Freelance Professionals who secure a Contract as a result of using ProPakt are charged a small fee for the use of the website and website Services. Details of fees are transparent and can be found in **Paragraph 18 – Freelancer Fees for Using ProPakt**.
  - 4.8 ProPakt accepts no liability for any aspect of the Client and Freelance Professional's interaction on the ProPakt platform, including but not limited to the description, performance, or delivery of service.
  - 4.9 ProPakt is not involved in any dealings between Client and Freelance Professionals. Clients and Freelance Professionals are solely responsible for determining the suitability of a Work Order, for negotiating, agreeing to, and executing their own terms or conditions within each Work Order and the subsequent Service Contracts.
  - 4.10 ProPakt facilitates the formation of Work Orders and allows for the input of data required for Work Orders including but not limited to Freelance Professional's name, function, location, and name of work site/ vessel/project, start date and end date, daily rate, overtime, and standby rate.
  - 4.11 ProPakt does not provide any training, equipment, labour, tools, or materials related to any Work Orders or Service Contract and ProPakt does not provide any mobilisation assistance or services to any Users of the website.
  - 4.12 ProPakt will do its best to ensure the accuracy of information in Freelancer Professional Profiles, however, ProPakt has no responsibility and makes no warranty as to the truth or accuracy of any aspect of any information provided by Users, including, but not limited to, the ability of Freelance Professionals to perform the job, or the honesty or accuracy of any information provided by the Client on its ability to pay for the Services requested.
  - 4.13 ProPakt shall provide access to Freelancer's certificates including medical and survival certificates, insurances, compliance documents, training records and any relevant industry standard documents after a Work Order is agreed and confirmed by both parties.
  - 4.14 ProPakt shall provide access to the Freelancer's passport once for a limited time of 24 hours from the moment the Freelancer uploads his or her passport, after the request of the Client. After viewing, the passport will be permanently deleted from the system.
  - 4.15 ProPakt provides the opportunity for Clients to identify if Freelancers are adequately insured to perform the required services.
  - 4.16 ProPakt has been designed with the highest security measures available to us and ProPakt agrees to take all due care in ensuring the privacy and integrity of the information provided by Users.
  - 4.17 Once a document is added to a User's profile, it is synced to our secure online server. All files stored online by ProPakt are encrypted and kept in secure storage servers. Storage servers are located in a data centre in The Netherlands.
  - 4.18 The possibility exists that information could be unlawfully observed by a third party while in transit over the Internet or while stored on the Processor's systems or on ProPakt's platform. ProPakt will inform Users of any such data breach within 72 hours and will do its utmost to ensure that the security and integrity of the data is restored as soon as possible.
  - 4.19 ProPakt will provide Users with accurate reporting information, including but not limited to, jobs completed, hours worked, amounts invoiced and amounts paid.

## 5 Obligations of ProPakt Personnel B.V

ProPakt Personnel B.V is a Private company with limited liability that will provide services described in this Agreement. ProPakt Personnel manages the remuneration based on the Dutch 'Rareititenbesluit'. It concerns freelancers who are not covered by a relationship of authority. They make their own price agreements with their clients and determine the duration of the assignment and contract. They provide independent consultation in their own interpretation of the Work Order. In addition, when the appointed time (e.g. duration of the project) with the Client has expired, the contract with ProPakt Personnel automatically expires.

ProPakt Personnel provides a framework for Users (Freelance Professionals) without a Registered Trading Entity to provide freelancer services to other Users (Clients). These Freelance Professionals are referred to as "Payrolled Freelancers".

Below is a list of obligations which ProPakt Personnel does and does not accept when providing services and / or perform work under this Agreement. **You acknowledge, agree, and understand that:**

- 5.1 There is no direct Contract for Services between the Client and Payrolled Freelancer. The Client is the Client of ProPakt and not of the Payrolled Freelancer. This also applies to the Payrolled Freelancer, who works as a notional employee for ProPakt Personnel and not for the Client.
- 5.2 ProPakt Personnel does not make any introductions between Users. ProPakt Personnel does not find projects for Freelancer Professionals. ProPakt Personnel does not find Freelancer Professionals for Clients.
- 5.3 ProPakt Personnel does not stipulate service fees or rates between Payrolled Freelancers and Clients. The Payrolled Freelancer service fees / day rates / hourly rates are confirmed between Client and Payrolled Freelancer during the Work Order negotiations.
- 5.4 All invoices for the services of Freelance Professionals will be issued by ProPakt Personnel, either on behalf of the Self-Employed Freelancer or for services from a Payrolled Freelancer.
- 5.5 ProPakt Personnel will issue a Contract of Professional Services to Payrolled Freelancers each time a Work Order is confirmed with a Client. ProPakt Personnel does not provide a Contract of Professional Services to Self-Employed Freelancers.
- 5.6 Payrolled Freelancers will be insured under ProPakt Personnel's public liability and professional indemnity insurance policy. A copy of insurance policies can be viewed in the Freelancer's Profile.
- 5.7 As far as ProPakt Personnel is legally obliged to, ProPakt Personnel will take care of payment of social contributions, employers' taxes and social security insurance contributions due for Payrolled Freelancers. ProPakt Personnel is not responsible for such payments for Self-Employed Freelancers. ProPakt Personnel is not responsible for such payments for Freelance Professionals who are not citizens or permanent residents of The Netherlands.
- 5.8 ProPakt Personnel acts as a conduit of funds between Client and Freelance Professional. ProPakt Personnel will transfer funds to all Freelance Professionals within 48 hours of their invoice being paid by the client.
- 5.9 ProPakt Personnel is not responsible for:
  - a) Ensuring the accuracy and legality of any User Content;
  - b) Determining Freelancers' suitability for tasks;

- c) Negotiating, agreeing to and executing any terms or conditions of Work Orders;
  - d) Vetting or performing all checks on Freelance Professionals or Clients.
- 5.10 ProPakt Personnel will not be held responsible for any failure on the part any Freelance Professional to conform to the standard of work set by the Client.
- 5.11 ProPakt Personnel is not responsible for any information or documentation provided on any Freelance Professional's profile.
- 5.12 ProPakt Personnel will not be held responsible for any failure on the part of Freelance Professionals to carry out any task assigned by the Client.
- 5.13 During any assignment, Freelance Professionals are not under the control and direction of ProPakt Personnel.

## 6 Obligations of All Users of ProPakt

All Users who register and use the ProPakt website and website Services **acknowledge, agree and understand that;**

- 6.1 You will always:
- a) Comply with this agreement (including all Policies) and all applicable laws and regulations;
  - b) Only post accurate information on the ProPakt Platform;
  - c) Promptly and efficiently perform obligations to the other User under the Work Order and Service Contract, including payment terms of Freelancer invoices;
  - d) Ensure that you are aware of any laws that apply to you as the Client or the Freelance Professional, or in relation to using the ProPakt Platform.
- 6.2 You agree never to disclose personal details such as your phone number, email address or postal address on, or in any other public communication on the ProPakt Platform, prior to a Work Order being approved by both parties.
- 6.3 You agree to provide true, accurate and complete information on your Profile and all registration and other forms you access on the website or provide to us and to update your information to maintain its truthfulness, accuracy, and completeness. You agree not to provide any false or misleading information about your identity or location, your business, your experience and your skills, or the services your business provides and to correct any such information that is or becomes false or misleading.
- 6.4 You will never use ProPakt for any illegal purposes.
- 6.5 You agree that any information posted on the ProPakt Platform must not, in any way whatsoever, be harmful to ProPakt or any other persons. Harm includes, but is not limited to, economic loss that will or may be suffered by ProPakt.
- 6.6 Users are responsible for:
- a) determining the suitability of other Users for a Work Order and Service Contract;
  - b) assessing whether to agree and confirm a Work Order and / or Service Contract with another User;
  - c) negotiating, agreeing to and executing any terms or conditions of a Work Order and/or Service Contract, including freelancer fees and rates, additional expenses, provision of PPE and equipment, provision of work permits and duration of the project.
- 6.7 The recruitment and selection of a Freelance Professional shall be entirely at the responsibility and risk of the Client.
- 6.8 All Professional Freelancers have the right to determine, and are solely responsible for, which projects they accept and which services they provide to the Client.
- 6.9 Professional Freelancers will list the positions for which they are available, and the Client may only engage them on a listed position.
- 6.10 Professional Freelancers will enter their preferred Day Rate on their Profile solely for the purpose of being identified from the Client's search criteria. Rates cannot be viewed by the Client and all rates, including travel days, standby rates, work days, saturation-bonus and additional expenses will be agreed between Client and Freelancer during the negotiations of a Work Order. ProPakt does not set or have any control over the Freelancer's pricing or availability, nor is ProPakt involved in any way in determining the amount of money charged by or paid to Freelancers for work performed.
- 6.11 Both the Client and the Freelance Professionals are responsible for the accuracy and clarity of the wage/rate agreements made between them, with details as agreed and confirmed on the Work Order.
- 6.12 Freelancer rates may be increased due to work in certain areas where additional tax and social security liabilities apply. Such increase of rates for applicable work areas, where tax and social security issues apply, will be agreed prior to and confirmed within the Work Order.
- 6.13 Users may revoke or modify the requirement at any time before a Work Order is confirmed.
- 6.14 The Work Order is not an Employment Agreement or Service Contract or any legally binding agreement.
- 6.15 By clicking "ACCEPT WORK ORDER", the Users are deemed to have agreed on the conditions of the Work Order and a Service Contract from Client to Self-Employed Freelancer, or a Contract of Professional Services from ProPakt Personnel to Payrolled Freelancer, will be uploaded immediately.
- 6.16 If a Contract does not match the agreed detail of the Work Order, the Freelance Professional may withdraw from the agreement by clicking "CANCEL WORK ORDER" and providing the reason.
- 6.17 A Service Contract is a legally binding agreement between Client and Self-Employed Freelancer and ProPakt will not have any liability or obligations to these Service Contracts.
- 6.18 A Contract of Professional Services is a legally binding agreement between ProPakt Personnel and Payrolled Freelancers.
- 6.19 With no exception, Freelance Professionals are not permitted to provide freelancer services requested through the ProPakt Platform unless a Service Contract or a Contract of Professional Services is agreed by the Freelance Professional and uploaded into their ProPakt Profile.
- 6.20 Both the Freelance Professional and the Client are expected to be familiar with the content of the Work Order as well as with the quality of the performance delivered by the Freelancer and shall agree to this by performing the assignment or work, whereby ProPakt cannot be held liable for the quality of the performance delivered by the Freelance Professional. Neither can ProPakt be held liable for any loss incurred by the Client if, for whatever reason and in whatever way, the quality of the performance proves to be insufficient or inadequate. Any objections and/or complaints about the performance of the assignment and/or services / work (or the quality) of the performance delivered by the Freelance Professional shall not suspend the payment obligation of the Client.
- 6.21 ProPakt will not be held responsible for the quality, safety or legality of Freelancer Services; the qualifications, background, or identities of Users; the ability of Freelance Professionals to deliver Freelancer Services; the ability of Clients to pay for

- Freelancer Services; User Content, statements or posts made by Users; or the ability or willingness of a Client or Freelancer to actually complete a transaction.
- 6.22 All Freelance Professionals shall comply with the Client's substance abuse policy. Some Client's policies may require Freelance Professionals to consent to the searching of their persons and/or belongings by the Client or the Client's authorised representative. If required by contract or law or other statute or if it is considered necessary by authorised persons, Freelance Professionals shall consent to the giving of a blood or urine sample. The taking of a blood or urine sample shall be administered by a qualified medical practitioner or a trained medical orderly under the applicable standards, or equivalent, of clinical hygiene. The right of refusal to submit to providing a blood sample will be sustained should the Freelance Professional;
- a) Be able to demonstrate objection on medical grounds in which case a urine sample may be offered
  - b) Have reason to believe that the conditions of clinical hygiene do not conform to applicable standards
  - c) Have reason to believe that the person taking the book sample is not qualified or competent to do so.
- 6.23 Clients and Freelance Professional must agree and confirm who will provide Personal Protective Equipment, clothing and professional equipment on the Work Order. Where the Client explicitly stipulates that only the Client's equipment or clothing will be used then the Client will supply it free of charge.
- 6.24 It is the Client's responsibility to apply for any relevant work permits necessary to work in a country or region, for all Freelance Professionals.
- 6.25 Clients agree that all invoices will be paid within 14 days of date of an invoice date, issued through the ProPakt website, for work performed by Freelance Professionals, to ProPakt Personnel and in the ProPakt Personnel Bank Account in the relevant currency as listed on the invoice.
- 6.26 ProPakt is not responsible for any delays in processing payments made by banks or financial institutions.
- 6.27 All Users of ProPakt are obliged to preserve all administrative documents (including those entered into/created in Propakt.com) regarding a payment made by ProPakt, including Work Orders, invoices, and receipts of payment, for 5 years after termination for the relevant Work Order / service contract / payrolling assignment.
- 6.28 Users are responsible for complying with any local requirements in the Terms and Conditions of any Service Contract.

## 7 Rates and Expenses of Freelancer Services

All rates and expenses for Freelancer Services will be agreed and confirmed by Users on a Work Order. All Users of ProPakt **acknowledge, agree and understand that;**

- 7.1 Freelance Professionals will enter their preferred Day Rate on their Profile solely for the purpose of being identified from the Client's search criteria. Rates cannot be viewed by the Client and all rates, including travel days, standby days, workdays, hourly rates (e.g. saturation-bonus etc.), and additional expenses will be negotiated between Client and Freelancer during the negotiations of a Work Order.
- 7.2 Day Rate will be per day, with a maximum of a 12 hours working day.
- 7.3 Hourly Rate will be per hour, with a maximum of 12 hours per day.
- 7.4 Unless otherwise agreed in the applicable Work Order, days are counted from door to door, from the moment the Freelance Professional leaves their residence, up to the moment he/she arrives back to his/her residence. Standby days, travel days and other workdays will be considered normal working days and charged accordingly, unless specifically noted otherwise in the Work Order document.
- 7.5 The Client shall ensure that the Work Order and/or Service Contract is completed correctly and accurately with regards to the agreed rate, expenses and days worked. Any amendment or update to the Work Order must be agreed in writing and consigned between Freelance Professional and Client and uploaded into the Freelancer's Profile or returned to ProPakt at [contact@propakt.com](mailto:contact@propakt.com) in a timely manner or at the earliest opportunity.

## 8 Obligations Specific to the Client

As a registered "Client" of ProPakt, **you acknowledge, agree and understand that;**

- 8.1 You and only you are authorised to use the ProPakt platform to search for, retrieve, and access professional Profiles of Freelance Professionals for the purpose of selecting a candidate to perform a required job which you will outline in a Work Order. Profiles include approximate location, availability, experience summary, skills, language, regions able to work in, certification, insurances, medical information, passports, compliance documents and training records and performance ratings (if any).
- 8.2 You will have the option to choose various payment plans as published on the platform which are defined as follows:
- A. Option A: Self Service Recruitment; Client uses the platform to search, select and contract Freelance Professionals by itself, and pays a fee calculated by a percentage over the invoice sent for the Freelance Professional's services and activities. Refer to Paragraph 16 for "Fees"
  - B. Option B: Self Service Recruitment; Client uses the platform to search, select and contract Freelance Professionals by itself and pays for a monthly subscription plus reduced Payrolling Fees. A Commercial Arrangement is agreed between Client and ProPakt, following an assessment of the Client's needs which will determine the cost of monthly subscription. This option will have a binding 3-month notice period for termination or change to any other payment plan, unless otherwise agreed between ProPakt and Client.
  - C. Option C: Full-Service Recruitment; Client directs ProPakt to assist in searching and shortlisting Freelance Professionals and pays a fee calculated by a percentage over the invoice sent for the Freelance Professional's services and activities. Refer to Paragraph 16 for "Fees" ProPakt will be given access to the Client's account and will represent the Client as a User tasked with shortlisting and pooling suitable Freelancers, using the ProPakt platform. ProPakt will only shortlist candidates into a candidate pool. It is up to the Client to select and engage the chosen Freelancers. Option D requires that the Client provide a Recruitment Requisition form which will be provided by ProPakt and must be completed prior to ProPakt accepting and fulfilling any shortlisting assignment.
  - D. Option D: Full-Service Recruitment; Client directs ProPakt to assist in searching and shortlisting Freelance Professionals and pays for a monthly subscription. A Commercial Arrangement is agreed between Client and ProPakt, following an assessment of the Client's needs which will determine the cost of the monthly subscription. This option will have a binding 3-month notice period for termination or change to any other payment plan, unless otherwise agreed between

- ProPakt and Client. ProPakt will be given access to the Client's account and will represent the Client as a User tasked with shortlisting and candidate pooling suitable Freelancers, using the ProPakt platform. It is up to the Client to select and engage the chosen Freelancers. Option E requires that the Client provide a Recruitment Requisition form which will be provided by ProPakt and must be completed prior to ProPakt accepting and fulfilling any shortlisting assignment.
- 8.3 When Users approve and confirm a Work Order, you can download personal information and certification of a Freelancer.
- 8.4 When commencing a project in the ProPakt Platform, you will be required to provide information about that project. The information includes, but is not limited to, the name of the project, project cost code or cost-number or purchase order number, the different jobs and the number of Freelance Professionals required on the project.
- 8.5 You are not permitted to request or view direct email and telephone numbers of the Freelance Professional until a Work Order is agreed and approved by both parties.
- 8.6 Self-Employed Freelancers will provide freelancers services through their own registered trading entity.
- 8.7 When a Work Order is agreed and confirmed between Client and Self-Employed Freelancer, you must upload a Service Contract as soon as possible and without delay.
- 8.8 Payrolled Freelancers will provide freelancer services through ProPakt Personnel B.V under a Contract of Professional Services with ProPakt Personnel.
- 8.9 When a Work Order is agreed and confirmed between Client and Payrolled Freelancer, you will be informed when the Contract of Professional Services has been agreed between Payrolled Freelancer and ProPakt Personnel.
- 8.10 The Client will incur a small fee for services provided by Payrolled Freelancers. This fee covers payroll, public liability and professional indemnity insurance and administration costs. The fees are outlined in **Paragraph 16 - Client Fees**
- 8.11 The Client has the authorisation to give instructions to the Freelance Professional regarding the performance of the Work Order as stipulated in Dutch law: Article 7:402 BW
- 8.12 ProPakt gives no representations or warranties on and does not guarantee, and you agree not to hold ProPakt responsible for:
- a) the quality, safety or legality of Freelance Professional's services;
  - b) the qualifications, background or identities of Freelance Professionals;
  - c) the ability of Freelance Professional's to deliver Services;
  - d) the mental or physical capacity of Freelance Professionals and their ability to perform the services.
- 8.13 ProPakt does not, in any way, supervise, direct, control or evaluate the performance of Freelance Professionals.
- 8.14 ProPakt is not responsible for the content of the terms and conditions written in a Work Order or Service Contract and you agree not to hold ProPakt responsible for:
- a) content of any Work Orders issued to all Freelance Professionals; and
  - b) content of any Service Contracts issued to Contractors.
- 8.15 ProPakt does not impose any deadline or completion dates for a Freelancer's services and does not dictate the performance, methods or processes that Freelancers use to perform services.
- 8.16 Freelance Professionals are responsible for determining, and have the right to determine, which projects they accept; the types of services they provide and the price they charge for their services.
- 8.17 While ProPakt will do its best to verify Freelance Professional's certification, it is your responsibility to ensure that Freelance Professionals are adequately certified to work on any project, including but not limited to, projects managed under IMCA guidelines.
- 8.18 You are responsible for carrying out due diligence and forming your own judgement about the Freelance Professional.
- 8.19 You are solely responsible for selecting a Freelance Professional for a job and for a project. You assume all liability for determining whether the Freelance Professional should be engaged for a job and for a project. ProPakt will have no input into, or involvement in, determining suitability of Freelancers for the Client's project.
- 8.20 The Client shall be responsible for ensuring that all Freelance Professionals are given all necessary QHSE inductions at the work location prior to commencing duties. Unless otherwise noted on the Work Order, the Client is responsible for provision of safety clothing and equipment and shall comply with industry legislation for any work location where the Freelance Professional is directed.
- 8.21 The Client shall be responsible for providing a safe working environment for Freelance Professionals and you shall ensure that the working environment conforms with the international Health and Safety Executive standards appropriate to the workplace.
- 8.22 Postponed activities by the Client for any reason while a Freelance Professional is already mobilised to the work site location or is expected to remain available, will be regarded as normal working days and charged accordingly, unless a specific standby rate is agreed in the Work Order.
- 8.23 Clients are required to pay invoices for freelancer services in a timely manner. Overdue invoices will incur a surcharge and may also include collection costs for overdue amounts. Terms regarding the payment of Freelance Professionals can be found at **Paragraph 17 – Payment Terms and Overdue Payments of Freelancer's Invoices**.
- 8.24 If there is a discrepancy in the invoice submitted by the Freelance Professional, you must communicate with the Freelancer through the website. This communication is tracked by ProPakt and may be referred to for any future dispute resolution actions. The Freelance Professional will be able to submit an amended invoice, as agreed between Client and Freelance Professional.
- 8.25 In the case that ProPakt Personnel has been charged for taxes or social security liabilities owed due to a Freelance Professional working in an area where additional taxes and social security apply, the Client understands and agrees that they are responsible for the payment of these costs and instruct ProPakt Personnel to issue the Client an invoice for the exact amount owed.

## 9 Obligations Specific to ALL Freelance Professionals registered on ProPakt

All Freelance Professionals who register with ProPakt, both Self-Employed Freelancers and Payrolled Freelancers **acknowledge, agree and understand that;**

- 9.1 By registering an account with ProPakt, you must complete a User profile, which you consent to be shown to other Client Users.

- 9.2 ProPakt, at its own discretion, will activate a Freelancer profile when it is deemed to be complete and incomplete profiles will not be released for viewing by Clients who access ProPakt.
- 9.3 You are not an employee of ProPakt and you are not eligible for any of the rights or benefits of employment.
- 9.4 As a Freelance Professional, you are not entitled to paid holidays.
- 9.5 ProPakt engages a location based or map-based functionality and you consent ProPakt to display your approximate location to ProPakt and registered Clients browsing on the website.
- 9.6 You are solely responsible to ensure that your certification is up to date and accurate and must inform ProPakt immediately if a certificate is no longer valid or delete it from your ProPakt Profile page.
- 9.7 You have authority, permission and valid certification to provide services which you make yourself for and in the required country.
- 9.8 You are solely responsible for agreeing to the content of a Work Order, scope of work, rates, mobilisation dates and duration of the assignment. You work independently and are yourself responsible for performing the assignment correctly.
- 9.9 You will independently and in independent negotiation with the Client, establish and specify the rates of pay and expenses for work performed in the Work Order and Service Contract, excluding VAT.
- 9.10 You are required to provide necessary information for taxation, billing and payments and must provide accurate, current and complete information when adding a payment instruction and are obligated to keep their payment information up to date. The information required for payment includes, but is not limited to, your residential address, name on the account, bank name, bank address, account number including SWIFT codes, email address, telephone number.
- 9.11 You agree that by clicking "ACCEPT WORK ORDER", you have instructed the Client and/or ProPakt Personnel to formalise the agreed Work Order with a legally binding Service Contract. In any circumstance that the Contract does not meet the conditions of the approved Work Order, you may withdraw by clicking "CANCEL WORK ORDER" and provide reasons for doing so.
- 9.12 ProPakt makes no representations or warranty about and does not guarantee, and you agree not to hold ProPakt responsible for:
- a) content of any Work Orders issued from Clients;
  - b) content of any Service Contracts issued from Clients;
  - c) the ability of Clients to pay for Freelance Professional's Services in the required timeframe.
- 9.13 When you have completed your assignment, you will submit a Proforma Invoice to the Client through the ProPakt Platform and ProPakt will issue invoices to the Client on your behalf.
- 9.14 The Client will review and approve or request amendment of the Proforma Invoice. Once approved, the final Invoice be automatically sent via the ProPakt Platform and the Client has 14 days to pay the full amount.
- 9.15 The Client will pay your invoice into the ProPakt Personnel bank account stated on the invoice and ProPakt Personnel will transfer the money to your nominated bank account within 48 hours of receiving payment, minus the ProPakt service and administration fee. ProPakt will issue a tax invoice for this amount which will be uploaded into your profile. Reference of this fee is made to **Paragraph 18 – "Freelancer Fees for using ProPakt"**.
- 9.16 ProPakt acts as a conduit of funds between Clients and Freelancers and that under no circumstances will ProPakt pay Freelancer invoices until ProPakt has received the relevant funds from the Client.
- 9.17 ProPakt Personnel is not responsible for any delays in processing payments caused by banks and financial institutions.
- 9.18 If there is a discrepancy or disagreement with the invoice submitted by you to the Client, you must communicate with the Client through the website. This communication is tracked by ProPakt and may be referred to for any future dispute resolution actions. You will be able to submit an amended invoice, as agreed between Client and Freelance Professional.
- 9.19 Under no circumstance can you invoice the Client directly and you will not accept payment from Clients outside of the ProPakt Platform for any projects, assignments, work orders or any other freelancer services assigned to you or agreed via the ProPakt Platform.
- 9.20 In the event of an audit on ProPakt, you agree to promptly cooperate with ProPakt and provide copies of your tax returns and other documents as may be reasonably requested for purposes of such an audit, including but not limited to records showing that you are engaging in an independent business as represented to ProPakt.
- 9.21 It is your responsibility to observe all relevant laws and regulations applicable to the place of work and the provision of services.
- 9.22 It is your responsibility to comply fully with the Client's Health and Safety and Environment (HSE) Policy, as provided by the Client.
- 9.23 You shall always be responsible for providing ProPakt with accurate payment information, including bank account and identity details. ProPakt shall be entitled to suspend your payment until you have complied with this obligation towards ProPakt. Suspension of payment for the reason specified in this paragraph can never lead to an obligation to compensate you and/or the Client of ProPakt.

## 10 Obligations Specific to Self-Employed Freelancers

Freelance Professionals who have registered on ProPakt as a Self-Employed Freelancer, have a Registered Trading Entity and provide freelancer services through their own Sole Trader entity, Limited Company, Sole Proprietorship, Pte Ltd or Pty Ltd or similar **acknowledge, agree and understand that;**

- 10.1 By registering an account with ProPakt as a Self-Employed Freelancer you must complete the business registration information in your User Profile, which you consent to being used on invoices to Clients.
- 10.2 You must comply with tax and regulatory obligations in your country of residence and that you are; a) solely responsible for all tax liabilities associated with payments from Clients and that ProPakt will not withhold any taxes from payments to you, and b) you are responsible for determining whether you are required by law to add value added tax or any other taxes or similar charges applicable to your fees.
- 10.3 You will be paid by the Client at such times and amounts as agreed with the Client in each Work Order and ProPakt does not, in any way, negotiate, provide or guarantee that payment.
- 10.4 ProPakt charges a small service fee to cover administration, bank fees and charges. Reference is made to **Paragraph 18 - "Freelance Fees for Using ProPakt"**.



- 10.5 ProPakt Personnel will issue invoices on your behalf and forward payment within 48 hours of receiving payment from the Client, minus the ProPakt fee. A tax invoice for this amount will be uploaded into your profile. Reference on this fee is made to **Paragraph 18 - "Freelance Fees for Using ProPakt"**.
- 10.6 You are responsible for obtaining your own liability, health, workers compensation, disability, unemployment or any other insurances needed, desired or required by law and you are not, in any way, covered or eligible for any insurance from ProPakt.
- 10.7 You are not an employee of ProPakt or ProPakt Personnel, and you are not eligible for any of the rights or benefits of employment.
- 10.8 You and the Client have complete discretion about the Terms and Conditions of any Service Contract which you agree to enter and ProPakt will not have any liability or obligations related to the said Service Contracts.
- 10.9 Clients and Freelance Professionals may enter into any written agreement that they deem appropriate provided that any such agreement does not conflict with ProPakt's rights and obligations under these Terms of Service.
- 10.10 When you accept a Work Order, the Service Contract must be uploaded by the Client and must be signed by you for it to become legally binding.
- 10.11 ProPakt does not assume any responsibility for any consequences of the Service Contract Terms. ProPakt expressly disclaims all liability with respect to content in the Services Contract Terms.

## 11 Obligations Specific to Payrolled Freelancers

Freelance Professionals who have registered on ProPakt as a Payrolled Freelancer do not have a registered trading entity and will provide freelancer services to the Client via a Contract of Professional Services with ProPakt Personnel **acknowledge, agree and understand that;**

- 11.1 You are not registered with any governmental or administrative body for a Freelancer Trading Entity or VAT or Business Registration Number, and you will not provide services to any Client as a Sole Trader, Sole Proprietor, Limited Company or similar.
- 11.2 You will be Payrolled by ProPakt Personnel and ProPakt Personnel will manage your remuneration based on the Dutch 'Rariteitenbesluit' and provide you with an employment framework so you can provide freelancer services to the Client of ProPakt.
- 11.3 ProPakt Personnel will be responsible to pay the necessary and applicable taxes in the Netherlands which will be withheld from your salary.
- 11.4 You are solely responsible for negotiating and agreeing to the content of a Work Order with the Client, which includes the scope of work, rates, mobilisation dates and duration of the assignment. You work independently and are yourself responsible for performing the assignment correctly.
- 11.5 ProPakt will not have any liability or obligations related to Work Orders negotiated, agreed and confirmed between you and the Client.
- 11.6 As soon as you agree and confirm a Work Order, a Contract of Professional Services will pop up on your screen. You must read and accept the conditions of the Contract of Professional Services before you can carry out the Work Order. By ticking "I Agree", you deliberately enter into a Contract of Professional Services in the sense of article 7:400 of the Dutch Civil Code with ProPakt Personnel B.V (and therefore not into an employment contract or temporary employment contract). The client will be notified as soon as you have agreed on the Contract of Professional Services, after which you can arrange mobilisation details with your Client, and you are free to commence work.
- 11.7 You do not enter this Contract of Professional Services with any party other than ProPakt Personnel.
- 11.8 If you do not agree and accept the conditions of the Contract of Professional Services, your Work Order will be cancelled.
- 11.9 The Contract of Professional Services shall commence on the first day and end on the last day stated on the Work Order and shall not exceed 31 days. Extensions or alterations of any assignment may only occur with written confirmation between Client and Freelancer. **Refer to Paragraph 12 "Duration, Extension and Termination of an Assignment"**.
- 11.10 A Contract of Professional Services is not an employment contract and you do not have any protection under labour law. You are not an employee of ProPakt or ProPakt Personnel, and you are not eligible for any of the rights or benefits of employment.
- 11.11 You will perform your work pursuant to the Work Order and Contract of Professional Services with ProPakt Personnel under the Client's supervision and management.
- 11.12 When working for the Client, you will be covered under ProPakt Personnel's public liability and professional indemnity insurance policy. A policy of this insurance will be uploaded in your profile for the Client's perusal.
- 11.13 ProPakt charges a service fee to cover bank fees and charges, insurance and payrolling. Reference is made to **Paragraph 18 - "Freelance Fees for Using ProPakt"**.

## 12 Duration, Extension and Termination of an Assignment

Unexpected events may alter the work requirements, duration or even cause premature termination of Freelancer Services on a Client's Project. **All Users acknowledge, agree and understand that;**

- 12.1 The duration of the assignment will be determined independently by the Freelance Professional and the Client and specified on the Work Order and subsequent Service Contract. The duration may, to mutual agreement, be extended with written or verbal confirmation between the Freelance Professional and the Client.
- 12.2 Any variations or extensions to assignments can be agreed in writing and processed into your ProPakt Profile as a Work Order Variation. The Work Order Variation document can be generated by accessing the active ProPakt with the relevant Freelance Professional.

## 13 Communication Platforms

The website contains online communication platforms which allow Clients and Freelance Professionals to communicate, and **you acknowledge, agree and understand that;**

- 13.1 The communication platform may not be private communication.
- 13.2 ProPakt reserves the right to review and screen communication from time to time, however Users should not consider communication to be reviewed, screened, or approved by ProPakt at all times.
- 13.3 In order to resolve any disputes, ProPakt may review communication between Client and Freelance Professional.
- 13.4 When using the communication platform on this website you must not, and you must not authorise, aid, abet, encourage or incite any other person to post or transmit any information, image, text or other material of any kind whatsoever that;

- a) contains personal information, such as phone numbers, mail or email addresses;
- b) violates or infringes upon the rights of any other person (including intellectual property rights);
- c) is unlawful, threatening, abusive, defamatory, obscene, vulgar, profane or indecent or that is sexual or pornographic in nature;
- d) vilifies, insults or humiliates any person on the basis of race, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability;
- e) contains a virus or other harmful component
- f) advertises or promotes any goods or services, websites, competitions, or schemes or otherwise for commercial purposes; or
- g) is knowingly incorrect, misleading, or deceptive.

## 14 Confidential Information

In some circumstances, Users will exchange personal data and Confidential information. **You acknowledge, agree and understand that;**

- 14.1 The recipient of Confidential information will protect the secrecy of any Confidential information. On a User's written request, the party that received the Confidential information will promptly destroy or return the information and any copies thereof contained in or on its premises, systems, or any other equipment under its control.
- 14.2 Users must adhere to the data protection laws and the strict guidelines of the General Data Protection Regulation.
- 14.3 ProPakt will procure that the Freelance Professionals who are registered with ProPakt Personnel, shall not (except in the proper course of its or his duties) either during the period of assignment or at any time after the completion of the Client project, use or disclose to any firm, person, or company (and shall use its best endeavours and procure that the Freelance Professional shall use its best endeavours to pervert the publication or disclosure of) any Confidential information. This restriction does not apply to:
  - a) Any use or disclosure authorised by the Client or required by law; or
  - b) Any information which is already in, or comes into, the public domain otherwise than through ProPakt's or the Freelance Professional's unauthorised disclosure.

All documents, manuals, hardware, and software provided for the use of the Freelance Professional's use by the Client, remain the property of the Client and shall be immediately returned to the Client upon completion of the assignment.

## 15 Feedback and Performance Ratings

ProPakt invites Clients and Freelance Professionals to use the Platform to provide feedback and to issue ratings about their professional dealings with each other. All Users **acknowledge, agree and understand that;**

- 15.1 Clients and Freelance Professionals do not have to provide a rating and are under no obligation to do so.
- 15.2 Users of the Platform may publish feedback and issue performance ratings on the website about the User. Performance ratings include an overall rating (1 to 5 stars) and feedback may be published which reflect
  - a) the Freelance Professional's performance for the job or assignment which they were engaged to perform and the Client's experience or
  - b) the Freelance Professional's experience with the Client in relation to the job or assignment which they were engaged to perform.
- 15.3 ProPakt publishes feedback from Clients and Freelancers solely for the convenience of Users and for efficiency of the website.
- 15.4 ProPakt will endeavour but is under no obligation to monitor or review ratings issued by you but will do so from time to time. In any event, we will not be able to edit any ratings from the website. Once you have issued a rating, it can only be edited by you.
- 15.5 ProPakt reserves the right to withhold or delete any comments or reviews that are deemed, in ProPakt's sole judgement, damaging.
- 15.6 Ratings and feedback from Freelance Professionals about Clients are captured for the benefit of Clients and ProPakt will not disclose the specific ratings and feedback received by other Clients.
- 15.7 You are responsible for any legal action that may be instituted by other Users or third parties as a result of or in connection with your feedback and ratings if such feedback is legally actionable or defamatory. ProPakt is not legally responsible for any feedback or comments posted or made available on the website by any Users or third parties, even if that information is defamatory or otherwise legally actionable.
- 15.8 You can complain about any feedback made on the ProPakt website by emailing us at [disputes@propakt.com](mailto:disputes@propakt.com)
- 15.9 You acknowledge and agree that ProPakt reserves the right to suspend or terminate your account at any time if ProPakt, in its sole and absolute discretion, is concerned by any feedback about you, or considers your feedback to be problematic for another ProPakt User.

## 16 Client Fees

All Client Users who use the ProPakt website and website Services **acknowledge, agree and understand that;**

- 16.1 Clients will not be charged for registering on ProPakt.
- 16.2 Clients will be charged a fee for the use of the website (the Website Fee) and, if applicable, a Payrolling Fee.
- 16.3 A Fee is calculated by a percentage over the invoice sent by the Freelance Professional for the services and activities.
- 16.4 A Website Fee is calculated over the invoice sent by the Self-employed Freelancer. This fee covers costs such as administration, onboarding and verification and website services and maintenance.
- 16.5 A Payrolling Fee is calculated over the invoice sent by the Payrolled Freelancer. This fee covers costs such as Website Fees (as in 16.4) plus payrolling costs such as tax care, payslip administration, public liability and professional indemnity insurance, accident insurance.
- 16.6 Subscription costs will be charged monthly as agreed between Client and ProPakt.
- 16.7 Invoices for Fees will be generated by ProPakt once the Freelancer pro forma invoices have been approved for payment by the Client. Fee invoices are issued separately to the Freelancer's invoice.

- 16.8 Costs of ProPakt fees outlined in this paragraph can be viewed online once the Client has registered as a Client in [www.propakt.com](http://www.propakt.com). Alternatively, you can request a fee schedule or subscription quote by emailing [contact@propakt.com](mailto:contact@propakt.com).
- 16.9 Payment plans for using the ProPakt website and services can be selected from options as described in clause 8.2.
- 16.10 The fee structure for using ProPakt website and services are:
- A. Option A: Self Service Recruitment – Fee per invoice;
    - i. Client pays a fee per Invoice. The fee is predetermined and agreed prior to accepting the terms of this plan.
    - ii. Under this plan, the Client may switch to any other ProPakt Payment Plan at any time.
  - B. Option B: Self Service Recruitment – Subscription;
    - i. Client pays for a monthly subscription in advance and a discounted Payrolling Fee.
    - ii. A monthly subscription fee will be proposed by ProPakt, and a legally binding commercial agreement will be entered into by the Client and ProPakt.
    - iii. Until the time that agreement has been reached, the Client remains in the previously chosen plan.
    - iv. This option will have a binding 3-month notice period for termination or change to any other payment plan, unless otherwise agreed between ProPakt and the Client.
  - C. Option C: Supported Recruitment – Fee per invoice;
    - i. Client directs ProPakt to assist in searching and selecting Freelance Professionals for projects
    - ii. Client pays a fee per Invoice issued by the Freelance Professional.
    - iii. The fee is predetermined and agreed prior to accepting the terms of this plan
    - iv. Client may switch to any other ProPakt Payment Plan at any time
  - D. Option D: Supported Recruitment – Subscription;
    - i. Client directs ProPakt to assist in searching and selecting Freelance Professionals for projects
    - ii. Client pays for a monthly subscription in advance and a discounted Payrolling Fee.
    - iii. A monthly subscription fee will be proposed by ProPakt, and a legally binding commercial agreement will be entered into by the Client and ProPakt.
    - iv. Until the time that agreement has been reached, Client remains in the previously chosen plan.
    - v. This option will have a binding 3-month notice period for termination or change to any other payment plan, unless otherwise agreed between ProPakt and Client.
- 16.11 Invoices will be available online and can be downloaded from the website in pdf format. The Client will receive an email with link to the invoice once generated.
- 16.12 All prices are subject to applicable Taxes.
- 16.13 ProPakt reserves the right to offer different rates and fees to different clients.
- 16.14 ProPakt reserves the right to charge you interest on overdue accounts plus any costs we incur as a result of collecting your payment.
- 16.15 ProPakt may obtain from either a credit reporting agency or other credit providers personal credit information about you and / or your directors or a consumer credit report about you for the purpose of collecting overdue payments relating to commercial credit owed by you.
- 16.16 ProPakt may disclose this information to a credit reporting agency or interested persons as reasonably necessary.
- 16.17 Payment using credit cards or banking organisations may incur an extra fee, usually a percentage of the ProPakt payment amount depending on your credit card and banking institution. The rates are equal to the rate ProPakt is charged by the credit cards and/or bank organisations.
- 16.18 Fees from ProPakt do not include any money owed to Freelance Professionals.
- 16.19 The Client will be able to distinguish between the Self-Employed Freelancer and the Payrolled Freelancer, when searching on the ProPakt website.
- 16.20 If before, during or 6 months after the Freelance Professional provides services to the Client through ProPakt, the Client wishes to employ the Freelancer, the Client acknowledges that ProPakt Personnel will be entitled to charge the Client a Placement Fee of 12% of the Freelancer's total salary package. Client will be liable with reference to any such appointment to pay a placement fee to ProPakt Personnel on the same payment terms outlined in 16.7 to 16.9. If an annual salary is not supplied by the Client to ProPakt Personnel, for the purpose of calculating a placement fee, ProPakt Personnel will use the standard day rate of the Freelancer multiplied by 183 (offshore workers) or 242 (onshore workers), to calculate an approximate annual salary on which to base the placement fee percentage.

## 17 Payment Terms and Overdue Payments of Freelancer Invoices

Clients are required to pay invoices for freelancer Services in a timely manner. Overdue invoices will incur a surcharge and may also include collection costs for overdue amounts. **You acknowledge, agree and understand that;**

- 17.1 Invoices will be issued to the Client via the ProPakt platform after their assignment is complete and at the agreed rates outlined in the Work Order, and as referred to in Paragraph 7 of this Agreement. One invoice will only ever relate to work performed under one Work Order.
- 17.2 All invoices for work performed by the Freelancer will be sent by ProPakt Personnel for and on behalf of the Freelance Professional.
- 17.3 ProPakt Personnel invoices are drawn up based on days/hours and amounts submitted by the Freelancer, and rates are based on the completed Work Order electronically confirmed and agreed by both the Client and the Freelancer or based on a digitally delivered Contract of Professional Services or Service Contract. The Freelancer cannot derive any rights from a Work Order / Services Contract / Contract of Professional Services that has not been signed or digitally approved by him or herself and the Client. ProPakt cannot be held responsible for the payment of an incompletely signed / unapproved Work Order or Services Contract.
- 17.4 Any legal or contractual payment obligations arising directly or indirectly from the Work Order, even if they are not contractually stipulated or laid down in the Work Order or Service Contract, shall be borne by the Client. ProPakt will charge the Client for the relevant obligations, plus the VAT due and reimbursement of its fee.
- 17.5 The Client shall ensure that the Work Order and/or Service Contract is completed correctly and accurately with regard to the agreed rate, expenses and days worked, and any amendments or updates to the confirmed in writing and uploaded in the Freelancer's profile or returned to ProPakt in a timely manner or at the earliest opportunity.

- 17.6 If the Client fails to comply with its obligation as stated in Paragraph 17.5 of this Agreement and therefore fails to cooperate in the provision of the proof that is binding for the three parties; ProPakt, the Freelance Professional and the Client, an employee of ProPakt may, based on the information he or she has collected, determine the salary, expenses and hours worked, which will be binding to all parties. The Client and the Freelancer are permitted to bring an action for annulment before the competent court in Rotterdam, if ProPakt could not reasonably have determined this, whereby the Client must in any case, also involve the Freelance Professional and vice versa.
- 17.7 All payments of invoices sent by ProPakt Personnel shall be made to ProPakt Personnel without deduction, set -off, contra settlement (whether in law or equity) or counterclaim.
- 17.8 A copy of an invoice sent by ProPakt Personnel shall constitute full proof.
- 17.9 Only payments made directly to ProPakt Personnel or to a (legal) person explicitly authorised in writing by ProPakt Personnel to collect, shall lead to discharge. Payments to the Freelance Professional or third parties, the advance payments to the Freelance Professional or third parties and/or payments of any kind to others, are not allowed, or at least will have no effect whatsoever on ProPakt.
- 17.10 ProPakt indemnifies the Client against claims against or made by tax authorities and the Dutch Employee Insurance Agency (UWV) under the Wages and Salaries Tax and Dutch National Insurance Contributions (Liability of Subcontracts) Act, and also against all payment obligations vis-à-vis the Dutch tax authorities or the Dutch Employee Insurance Agency (UWV) arising from the payment made by ProPakt to the Freelancer. However, the above is limited to the extent to which the Client has actually paid ProPakt the relevant amounts invoiced to the Client by ProPakt Personnel in this respect.
- 17.11 Clients must, and without exemption, pay their invoice within 14 days of the invoice date.
- 17.12 Without limitation to any other rights or remedies, ProPakt reserves the right to suspend the use of ProPakt or website Services, including the suspension of ProPakt Service and / or the use of Freelancer's services, in the event of non-payment by the Client being given 7 days' notice to remedy the situation before suspension of services.
- 17.13 If the Client fails to make payment within a period of 14 days, the Client will automatically be in default. As of 14 days after the invoice date, the Client shall owe ProPakt Personnel interest at 2% per month, or part thereof, over the principal amount (the invoice amount, plus the surcharge as referred to in Paragraph 17.13 of this User Agreement).
- 17.14 Any payment made to ProPakt will first be deducted from the collection costs owed and then from the interest due. The amount remaining after deduction of these interests and costs will then be allocated to the principal amount. In the event that multiple invoices are left unpaid, the payment will be allocated to the principal of the latest or most recent invoice after settlement of interest and costs.

- 17.15 The Client must pay ProPakt the costs of obtaining payment out of court or the costs of collection. If the claim (principal and interest) is up to €25,000 the collection costs will be:

Principal and Interest up to	Fee excluding VAT
€ 500	€ 75
€ 1,250	€ 150
€ 2,500	€ 300
€ 3,750	€ 450
€ 5,000	€ 600
€ 10,000	€ 700
€ 20,000	€ 800
€ 25,000	€ 1,000

- If the claim (principal and interest) amounts to more than € 25,000, the collection costs are equal to two points of the applicable liquidation rate in the first instance, subject to a maximum of 15% of the claim (principal plus interest).
- 17.16 The Client owes ProPakt the collection costs as referred to in Paragraph 16.10 of this User Agreement, once activities have been undertaken, both internally and externally, to obtain payment out of court by and/or on behalf of ProPakt. Internal activities are understood to mean the activities of ProPakt's debtor department including, but not limited to, preparing a collection file, collecting information and requesting commercial and other information, sending one or more payment reminders / warnings and conducting correspondence about the claim. External activities are understood to mean, but are not limited to, the activities of third parties, including preparing a collection file, collecting information and requesting commercial and other information, sending one or more warnings/summons or letters and conducting other correspondence about the claim.
- 17.17 To the extent necessary, the Freelance Professionals will assign its claim(s) on the Client(s) for collection to ProPakt in the sense that the Freelance Professional allows ProPakt to collect the claim(s) in its own name, and ProPakt accepts this burden as far as ProPakt deems this necessary at its own discretion. ProPakt may at any time and immediate effect terminate the accepted mandate without any special notice being required.

## 18 Freelancer Fees for using ProPakt

All Freelance Professionals who secure a Work Order and invoice for services as a result of using the ProPakt Platform are charged a fee by ProPakt. **You acknowledge, agree and understand that;**

- 18.1 ProPakt charges a fee for the use of the ProPakt website and website Services including, but not limited to, website maintenance, Freelancer profile and CV maintenance, communication, invoicing, reporting, payment and administration. Fees also cover any banking and transaction fees charged to ProPakt by the Freelancer or Client's bank or financial institution when conducting payment of invoices.
- 18.2 All Freelance Professionals who provide freelancer services as a result of using ProPakt will be charged 0.5% of the total invoiced amount to a Client.
- 18.3 ProPakt Personnel charges Payrolled Freelancers an additional fee which covers insurance and payrolling administration. The total fee, inclusive of the fee as mentioned in 18.2, is 2,5% of the total invoice amount, excluding VAT, for each invoice sent to a Client.
- 18.4 You hereby irrevocably authorise and instruct ProPakt to deduct the ProPakt Fee from the paid invoice prior to being transferred to your nominated bank account.

- 18.5 All fees will incur VAT, unless a VAT exemption applies.
- 18.6 Freelancers will have access to a tax invoice / receipt of payment for the paid amount in their dashboard.
- 18.7 ProPakt shall be entitled to change its administrative fee as referred to in Paragraph 18.2 and 18.3 of this Agreement at any time. ProPakt will inform Freelance Professionals in writing if its intention to change the administrative fee. In this notification, ProPakt will specify the amount of the changed fee and the date on which the change will take effect. If the Freelance Professional does not accept the change in the fee notified by ProPakt, the Freelancer will be entitled to terminate this agreement or cancel their registration with ProPakt according to Paragraph 24.

## 19 Safety and Insurance including Evacuation and Repatriation

All Freelance Professionals must be insured to provide freelancer Services in the industry relevant to their profession. Payrolled Freelancers are insured under the ProPakt Personnel insurance policy and Self-Employed Freelancers must have an insurance policy which includes evacuation and repatriation from vessel or work location. **All Users of ProPakt acknowledge, agree and understand that;**

- 19.1 Details of Freelancer's Insurance policies and procedures can be downloaded by the client from the Freelancer's Profile page once a Work Order is agreed and confirmed.
- 19.2 The Client is obliged to ProPakt and Freelancers to take measures and provide instructions in such a way that the Freelancer is instructed about, protected from and insured against any danger for body, virtue and property as can be reasonably demanded in relation the nature of the work, all of this as if the Freelancer were a 'regular' employee of the Client.
- 19.3 In this context and when work is performed in The Netherlands, the Client remains obliged to meet its obligations pursuant to Section 5 of the Working Conditions Act (Arbowet)/Section 11 of the Posting of Workers by Intermediaries Act (WAADI) and therefore to provide ProPakt Personnel with the description from risk inventory and evaluation (RI&E) of the dangers and risk reducing measures and the risks for the Payrolled Freelancer at the workplace to be occupied, as stipulated in the stated regulations, before the start of the posting and/or the work concerned. ProPakt Personnel authorises the Payrolled Freelancer to accept the Client's documents on its behalf and authorises and instructs the Client to provide these documents to the Payrolled Freelancer as ProPakt's representative.
- 19.4 Both Client and Payrolled Freelancer will ensure that an additional copy of the relevant documents as stipulated in Paragraph 19.2 is also made available to ProPakt Personnel immediately on request. Before the work is started, the Payrolled Freelancer is obliged to read the relevant documents carefully and act in accordance with them.
- 19.5 In every situation as stipulated in Article 19.2, the Client shall meet (by analogy) the provisions of Article 7:658 of the Dutch Civil Code (BW). In this, the Client will take over all of ProPakt Personnel's (employer) obligations as the (notional) employer. The Client indemnifies ProPakt against any claim pursuant to Article 7: 658 BW, Section 11 of the WAADI and/or Section 5 of the Arbowet.
- 19.6 If the Client does not comply (fully or sufficiently) with the obligations referred to above (Articles 19.1 to 19.4), the Client shall be bound to compensate ProPakt and/or all those affected for damages suffered as a consequence or still to be suffered, all of this in the broadest sense of the word.
- 19.7 Client will keep ProPakt Personnel informed at the soonest possible opportunity of any developments which require medical intervention, repatriation and/or evacuation of any Freelance Professionals.
- 19.8 Clients will be responsible for the evacuation and any necessary repatriation of any Freelance Professional and will employ the same procedures and criteria which apply in the case of the Client's own employees.
- 19.9 Where applicable, the Client will evacuate the Payrolled Freelancer to the nearest hospital. Thereafter, the Client will contact ProPakt Personnel on [emergency@propakt.com](mailto:emergency@propakt.com), for ProPakt Personnel to liaise with their 24 Hour Emergency Service to facilitate further treatment repatriation and/or evacuation of any Freelance Professionals.
- 19.10 ProPakt Personnel will provide to the Client the information required to enable them to liaise with the 24 Hour Medical Emergency service provided by ProPakt Personnel's insurers to facilitate the treatment, repatriation and / or evacuation of any Freelance Professional:

**Office hours: Anker Claims department**  
**T. +31 50 520 97 79**

**Outside office hours (CET): Anker Alarm Service**  
**T. +31 50 520 99 04**

**Paterswoldseweg 812**  
**9728 BM Groningen**  
**The Netherlands**

**E. [assistance@anker.nl](mailto:assistance@anker.nl)**  
**w. [www.ankercrew.com](http://www.ankercrew.com)**

- 19.11 The cost of repatriation and/or evacuation will be met according to the following criteria:
- Where the repatriation and/or evacuation is necessitated by reason of accident or illness, the cost will be met by ProPakt Personnel, taking into account Anker claims procedure has been followed and within given limitations stipulated by the insurance policy.
  - Where the repatriation and/or evacuation is necessary for any other reason, the cost will be met by the Client.
  - ProPakt Personnel reserves the right to refuse liability for repatriation and/or evacuation costs if the Client has not informed ProPakt Personnel of the repatriation and/or evacuation within 48 hours of the incident occurring, and/or if the Client has not complied within the requirements of the insurance Policy.
- 19.12 The Client shall ensure that all Freelance Professionals, including Payrolled Freelancers notionally employed by ProPakt Personnel, who have been required to work on offshore projects or onboard vessels, are included in the insurance policy of the vessel or in the corresponding umbrella insurance policy or policies, including third party liability for protection and indemnity risks (including but not limited to pollution risks and diversion expenses as deemed appropriate).

## 20 Force Majeure

### All Users of ProPakt acknowledge, agree and understand that;

- 20.1 Neither Party shall be in breach of these terms and conditions if there is any total or partial failure of performance by it or its duties and obligations under the terms and conditions of this Agreement, occasioned by any act of God, strike, lockout, other industrial disturbance, Government restriction, act of public enemy, war, terrorism, riot, lightening, fire, storm, flood, explosion, civil commotion, insurrection, embargo, sabotage, labour disputes of whatever nature and any other reason beyond each Party's reasonable control. Force Majeure shall not however excuse payment of a Client for services performed up until the event of the Force Majeure.
- 20.2 If either Party is unable to perform its duties and obligations under these terms and conditions as a direct result of the effect of one of those reasons that Party shall give written notice to the other of the inability which sets out full details of the reason in question. The operation of these terms and conditions shall be suspended during the period (and only during the period) in which the reason continues. If the aforementioned reason or reasons persist or will persist for more than 20 calendar days, either party shall have the right to terminate the Agreement in accordance with Paragraph 24

## 21 Disputes among Users

### All Users of ProPakt acknowledge, agree and understand that;

- 21.1 ProPakt encourages Users to resolve disputes with other Users directly. Accordingly, ProPakt may, in its absolute discretion, provide your information as it decides is suitable to other parties included in disputes.
- 21.2 If a dispute arises with another User, you must co-operate with the other User and make a genuine attempt to resolve the dispute.
- 21.3 ProPakt may elect to assist Users resolve disputes however ProPakt is not obliged to provide any dispute assistance.
- 21.4 Any User may refer a dispute to ProPakt by contacting us at [disputes@propakt.com](mailto:disputes@propakt.com)
- 21.5 Regarding disputes between Self-Employed Freelancer and Client, ProPakt and its affiliates is not a party to any Service Contract between Users, you hereby release ProPakt, our Affiliates, and our respective officers, directors, agents, employees and service providers from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any dispute you have with another User. This includes, for example and without limitation, any disputes regarding the performance, functions, and quality of the Service provided to the Client by a Freelancers
- 21.6 Unresolved queries regarding an invoice and/or complaint regarding the services provided by Freelance Professionals or arising from the wage or rate agreements referred to in Paragraph 7 of this User Agreement, must be received by ProPakt, in writing, within fourteen days of the invoice date. After this period, both the Client and the Contractor are deemed to have agreed to the specifications of the relevant invoice and/or performance of ProPakt Personnel, including the payments to the Freelancer. Complaints regarding the performance of ProPakt Personnel, objections to invoice amounts or disputes about the accuracy thereof and/or wage payments shall not suspend the payment obligation of the Client.

## 22 ProPakt's Intellectual Property

### All Users of ProPakt acknowledge, agree and understand that;

- 22.1 ProPakt retains all rights, titles and interest in and to all Intellectual Property Rights related in and to the website and website Services. The ProPakt logos and names are trademarks of ProPakt and are registered in certain jurisdictions. Nothing in the Terms of Service grants you a right to use any ProPakt Marks.
- 22.2 Except where expressly stated otherwise, all ideas, technology, concepts, know-how, data processing, data compilations, software, documentation, trademarks, trade secrets, copyrights, inventions and other intellectual Property Rights subsisting in the service are owned by us.
- 22.3 You must not claim any right or title to use the Intellectual Property Rights in the service except for any use permitted under these website Terms of use. You must not dispute or challenge our entitlement to Intellectual Property Rights in the service or join any third parties to challenge or contest the validity of those Intellectual Property Rights.
- 22.4 You agree to notify us promptly of any infringement or suspected or threatened infringement of the Intellectual Property Rights in the service.

## 23 Prohibited Website Use

### All Users of ProPakt acknowledge, agree and understand that;

- 23.1 You may not use, encourage, promote, facilitate, or instruct others to use the website or website Services for any activities that violate any law or regulation; for any other illegal or fraudulent purpose or any purpose that is harmful to others, or to transmit, store, display, distribute or otherwise make available content that is illegal, fraudulent or harmful to others.
- 23.2 The following are examples of uses that are prohibited on the website or when using website Services;
- a) Seeking, offering, promoting or endorsing services, content or activities that would violate ProPakt's Terms and Conditions;
  - b) Harassing another person;
  - c) Fraudulent or misleading uses or content, including;
    - i. Fraudulently billing or attempting to fraudulently bill any Client, including by falsifying or manipulating or attempting to falsify or manipulate the hours worked, and / or reporting, recording or otherwise billing Clients for time that was not actually worked;
    - ii. Reporting, recording or otherwise billing hours worked by another person as hours worked by you in a way that is misleading or false;
    - iii. Misrepresenting your experience, skills or information, including by representing another person's profile, or parts of another person's profile as your own;
    - iv. Using a profile photo that misrepresents your identity or represents you as someone else;
    - v. Impersonating any person or entity, including but not limited to a ProPakt representative, forum leader, or falsely stating otherwise to misrepresent your affiliation with a person or entity;

- vi. Allowing another person to use your account, which is misleading to other Users;
- vii. Attempting to actually manipulate or misuse the feedback system by;
  - a) Withholding payment or work product or engaging in any conduct for the purpose of obtaining positive feedback from another User;
  - b) Attempting to coerce another User by threatening to give negative feedback;
  - c) Expressing views unrelated to the work, such as political, religious or social commentary in the feedback system;
  - d) Offering additional services for the sole purpose of obtaining positive feedback of any kind.

## **24 Termination**

### **All Users of ProPakt acknowledge, agree and understand that;**

- 24.1 Either you or ProPakt may terminate this Agreement in our sole discretion, at any time, without explanation, upon written notice to the other, which will result in the termination of the other Terms of Services as well, except as otherwise provided herein. You may provide written notice to [legal@propakt.com](mailto:legal@propakt.com) with the email subject "termination of agreement". Upon termination of this Agreement, your right to use the website and website Services is automatically revoked, your account will be closed and your data will be deleted.
- 24.2 If you wish to terminate this Contract at any time, you can do so by inactivating your account and writing to ProPakt to request contract termination and by no longer accessing or using the ProPakt Platform, website or website Services, or using the services of ProPakt Personnel.
- 24.3 By inactivating your account, you understand and agree that ProPakt will retain your personal data in the case that you wish to re-activate your account. By terminating your Contract, you understand and agree that ProPakt will delete all personal data as soon as possible and no later than 30 days, and that your Contract will be terminated. Data deleted by ProPakt will automatically delete any data retained by ProPakt Personnel.
- 24.4 Termination of this Agreement does not terminate any Work Orders/Service Contracts between Users. If you attempt to terminate this Agreement while actively engaged in a Service Contract with another User, you agree to be bound by this Agreement and other Terms of Service until any Service Contracts and any contractual arrangements with other Users are completed or closed and related transactions between you and other Users are complete.

- 24.5 If the Client terminates the Work Order or freelancer hiring agreement during an assignment, the Client will remain bound vis-à-vis ProPakt by its current (payment) obligations relating to the work performed by a Freelance Professional at/for the Client, as well as by any (future) costs related to the termination of the contract with the Freelancer, if ProPakt still has an obligation to continue making payment under the current contracts with the Freelancer. The Client shall indemnify ProPakt for any (future) costs for the termination of the contract with the Freelancer, including any court costs, which shall also include the actual costs of legal assistance (legal and other costs).
- 24.6 Upon termination of this Agreement, you must immediately pay any and all outstanding invoices or any changes or fees incurred as a result of your access and the use of the website or website Services before the date of termination.
- 24.7 ProPakt reserves the right to temporarily or indefinitely revoke access to the website or website Services, deny your registration, or permanently revoke your access to the website and refuse to provide any or all website Services to you if you breach any terms and conditions of this Agreement.
- 24.8 If your Account is temporarily or permanently closed, you may not use the website under the same Account or a different Account or reregister under a new Account without ProPakt's prior written consent.
- 24.9 ProPakt depends on transparency of User's Account status to all Users, including yourself and other Users who have entered into Work Orders and / or Service Contracts with you. Users therefore agree that if ProPakt decides to close your account, ProPakt has the right where allowed by law, but is not obliged to;
- a) Notify other Users who have entered into Work Orders and / or Service Contracts with you to inform them of your closed account status; and
  - b) Provide those Users with a summary of the reasons for your account closure.
- 24.10 ProPakt will have no liability arising from or relating to any notice that it may provide to any User regarding closed account status or the reasons for the closure.
- 24.11 If your Account is closed for any reason, you will no longer have access to data, messages, files, or other materials you keep on the website and that any closure of your Account may involve deletion of any content stored in your Account for which ProPakt will have no liability whatsoever.
- 24.12 ProPakt shall be authorised and entitled to terminate a Client account if ProPakt has good reason to fear that the Client will not, or not in a timely manner, comply with its payment obligations towards ProPakt

## 25 Limitation of Liability and Indemnity

### All Users of ProPakt acknowledge, agree and understand that;

- 25.1 ProPakt will not have to pay you damages relating to your use of the website and website Services and you agree that you will not hold ProPakt liable or responsible for any damages or losses arising out of or in connection to the Terms of Service, including but not limited to;
- a. Your use of or your inability to use our website or website Services;
  - b. Delays or disruptions in our website or website Services;
  - c. Viruses or other malicious software obtained by accessing, or linking to, our website or website Services;
  - d. Glitches, bugs, errors, or inaccuracies of any kind in our website or website Services;
  - e. Damage to your hardware device from the use of the website or website Services;
  - f. The content, actions, or inactions of third parties use of the website or website Services;
  - g. A suspension or other action taken with respect to your Account;
  - h. Your reliance on the quality, accuracy, Profiles, ratings, recommendations and feedback made available through the website; and
  - i. Your need to modify practices, content or behaviour to your loss of or inability to do business, as a result of changes to the Terms of Service.
- 25.2 ProPakt is not liable for agreements concluded between all Freelance Professionals and the Client or which have come about otherwise with each other or with third parties, except with the express written consent of ProPakt.
- 25.3 The Client shall release, defend, indemnify and hold ProPakt harmless from and against any and all liabilities for death, illness or injury to any of the Client Personnel or loss of the damage to the property of the Client (whether owned, hired leased or otherwise provided by the Client) and against all claims, demands, proceedings, causes of action and costs and expenses (including reasonable legal fees) resulting therefrom and arising out of and to the extent of any negligence or default on the part of the Client in the performance of any of its obligations hereunder.
- 25.4 ProPakt shall release, defend indemnify and hold the Client harmless from and against any and all liabilities for death, illness or injury to any Freelance Professionals or ProPakt Personnel or loss of the damage to the property of ProPakt and against all claims, demands, proceedings, causes of action and costs and expenses (including reasonable legal fees) resulting therefrom and arising out of and to the extent of any negligence or default on the part of the ProPakt in the performance of any of its obligations hereunder.
- 25.5 The Client shall release, defend, indemnify and hold ProPakt harmless from and against any and all liabilities for death, illness or injury to any third party personnel or for loss of or damage to any third party's property and against all claims, demands, proceedings and cause of actions and costs and expenses (including reasonable legal fees) resulting therefrom and arising out of and to the extent of any negligence or default on the part of the Client in the performance of any of its obligations hereunder.
- 25.6 ProPakt shall release, defend, indemnify and hold the Client harmless from and against any and all liabilities for death, illness or injury to any third party personnel or for loss of or damage to any third party's property and against all claims, demands, proceedings and cause of actions and costs and expenses (including reasonable legal fees) resulting and arising out of and to the extent of any negligence or default on the part of the ProPakt in the performance of any of its obligations hereunder.
- 25.7 Nothing in this Agreement shall operate so as to exclude or limit either Party's non-excludable liability in respect of death or personal injury caused by its gross negligence or the gross negligence of its servants or agents.
- 25.8 Subject to article 27.6 and the liquidated damages provisions contained in the Agreement and save where any provision of this Agreement provides for an indemnity, in no event shall either Party's liability whether in contract tort or otherwise exceed in aggregate for any and all breaches the amount of USD 3,000,000.



- 25.9 Neither Client or ProPakt shall be liable to the other (or anyone for whom the other may be acting) for special, indirect or consequential and/or contingent loss of damage (and such loss or damage shall include without limitation loss of use or profit, loss of revenue, loss of product, liquidated damages or penalties, economic loss, delay in operations, loss of contracts, loss of business or loss of mineral reservoirs) whether or not the same or foreseeable and whether arising out of breach of contract tort, statutory duty or otherwise.
- 25.10 You will indemnify, defend and hold harmless ProPakt, our affiliates and our respective directors, officers, employees, representatives and agents for all Indemnified Claims and Indemnified Liabilities relating to or arising out of:
- a) The use of website and website Services;
  - b) Any Contract entered into by you or your agents including but not limited to, the classification of a Freelancers as an independent contractor; the classification of ProPakt Personnel as an employer or joint employer of a Freelancer, and any employment claims, such as those relating to employment termination, employment discrimination, harassment or retaliation, and any clients for unpaid invoices;
  - c) Failure to comply with the Terms of Services by you or your agents;
  - d) Any Contract entered into by you or your agents including but not limited to, the classification of a Freelancer
  - e) Failure to comply with applicable law by you or your agents; and
  - f) Defamation, libel, violation of privacy rights, unfair compensation, or infringement of Intellectual Property Rights or allegations therefore to the extent caused by you or your agents.

## 26 Viruses

### All Users of ProPakt acknowledge, agree and understand that;

- 26.1 You must take your own precautions to ensure that the process which you use for accessing the ProPakt Platform does not expose you to risk of viruses, malicious computer code or other forms of interference which may damage your own computer system.
- 26.2 ProPakt does not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of the ProPakt Platform or any linked websites.

## 27 Warranty Disclaimer and Service Availability

### All Users of ProPakt acknowledge, agree and understand that;

- 27.1 The website and website Services may not always be available or work perfectly.
- 27.2 ProPakt will use all reasonable efforts to procure that you are able to access the website and website Services 24 hours a day, seven days a week. However, ProPakt may, from time to time alter or interrupt your right to access the whole or any part of the Service.
- 27.3 ProPakt will not be liable for any damages that may arise from any such interruption, suspension or alternation of the website or website Services.
- 27.4 You agree not to rely on the website, the website Services, any information on the website or the continuation of the website.
- 27.5 The website and the website Services are provided "as is" and on an "as available" basis. ProPakt makes no representation or warranties with regard to the website, the website Services, work product or any activities or items related to this agreement or the Terms of Service.

## 28 Privacy

### All Users of ProPakt acknowledge, agree and understand that;

- 28.1 Users must comply with the Privacy Policy and any other applicable laws and codes dealing with privacy.
- 28.2 Any Users who conduct business within the European Union must comply with the General Data Protection Regulation.
- 28.3 We treat all personal and sensitive information submitted to us in accordance with our **Privacy Policy** which has been based on the requirements of the General Data Protection Regulation. For more information about our Privacy Policy and the GDPR, please click on the **Privacy Policy** link which can be found on the website.

## 29 Maritime Labour Convention (if applicable)

### All Users of ProPakt acknowledge, agree and understand that;

- 29.1 The Client shall ensure compliance with the MLC in respect to all Freelance Professionals.
- 29.2 The Client shall procure insurance cover or financial security to satisfy its financial security obligations under the MLC, including but not limited to compensation for the vessel's loss or floundering (A2.6 of MLC)
- 29.3 The Client shall fully indemnify, protect, defend and hold harmless ProPakt for any and all claims, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising out of or in connection with ProPakt's failure to comply with the MLC.
- 29.4 As a minimum, the Client shall ensure compliance with the following MLC articles and regulations in respect to any Freelance Professionals working aboard a vessel and seconded by ProPakt;
- Regulation 2.3 – Hours of work and hours of rest
  - Regulation 3.1 – Accommodation and recreational facilities
  - Regulation 3.2 – Food and catering
  - Regulation 4.1 – Medical care on board ship and ashore
  - Regulation 4.3 – Health and safety protection and accidental prevention
  - Regulation 4.4 – Access to shore-based welfare facilities
  - Regulation 5.1.5 – Onboard complaint facilities.

## 30 Governing Law and Dispute Resolution

### All Users of ProPakt acknowledge, agree and understand that;

- 30.1 The Terms of Service and the User Agreement are governed by Dutch law. In the unlikely event that we end up in a legal dispute, ProPakt and you agree to resolve it in Dutch courts using Dutch law. You acknowledge, agree and understand that the laws of The Netherlands, shall exclusively govern any dispute relating to this Contract. You and ProPakt agree that claims and disputes can be litigated only in The Netherlands, and we agree to personal jurisdiction of the courts located in The Netherlands.

30.2 All agreements between Client, ProPakt and all Freelance Professionals including Contractor and Payrolled Freelancer, shall be governed by Dutch Law.

These General Terms and Conditions have been filed with the Chamber of Commerce and Industry in Rotterdam and apply for an indefinite period.

### **31 Final Provisions**

- 34.1 Amendments, supplements and/or additions to the contract will only be binding on the parties if they have been agreed upon in writing.
- 34.2 If this agreement contains invalid provisions, this will not nullify the other provisions in this agreement. The invalid provision will be replaced by a legally valid provision that corresponds to the invalid provision as closely as possible to the intentions of the parties.

### **32 Contact Details**

If you have any questions about the Terms of Service or the User Agreement you can contact us by:

- Sending an email to [contact@propakt.com](mailto:contact@propakt.com); or
- Writing a letter to ProPakt Voorschoterlaan 147, 3062 KM, Rotterdam, Netherlands.