INDEPENDENT COLLABORATION AGREEMENT

**BETWEEN XXX**, whose registered office is located in XXX, enrolled with the Belgian trade registry (Banque-Carrefour des Entreprises) as number XXX,

 Represented by **XXX**, (functie)

 Referred to below as the "Principal"

**AND: xxx**, residing at xxx

 Referred to below as the "Service Provider"

**PREAMBLE:**

The Principal is responsible for organizing and managing various hockey teams, including the choice of a the staff.

The Service Provider has significant experience in the sports milieu in general, as well as in xxx.

Consequently, the Principal would like to entrust the Service Provider with the specific assignments defined herebelow.

The Service Provider is familiar with the Principal's objectives and the services to be provided.

The Service Provider will carry out the assignment entrusted to him in the context of this agreement in a totally independent and autonomous way, subject, however, to compliance with the general guidelines or strategic decisions defined by the Principal.

**THE FOLLOWING HAS BEEN AGREED:**

# Object

## This agreement (the "Agreement") has been concluded for the completion of certain assignments on behalf of the Principal, particularly:

The Service Provider is appointed to the function of "xxx" for the XXX team.

The objective of the assignment is mainly to establish, maintain and ensure the optimal of the team.

In particular, the Service Provider will have the task, of: XXX

The Service Provider shall also supervise and give guidelines and instructions to the other members of the team of accompaniers for whom he is responsible.

The Service Provider shall see that the teams that are entrusted to him continue to perform regularly and under all circumstances.

The Service Provider shall also inform the Principal of any problem of which he is aware, in order to find a solution with the Principal.

The Service Provider shall develop a long-term vision and, with the Principal, a policy proposal for the Club.

The Service Provider shall make proposals concerning the adoption of the annual programme.

The Service Provider shall do what is needed to see that at any time, the players' motivation remains high and the level of play improves.

The Service Provider must target a high level of performance (by the players).

The Service Provider shall take care to construct and maintain all contacts that may be needed to achieve the objectives set.

## The assignments will be carried out in view of the location of the team's practice sessions and matches. The Service Provider may be called on to travel abroad in the context of the execution of his assignments.

# Duration of the Agreement

This Agreement is concluded for a set period beginning on XXX until XXX with no possibility of tacit renewal.

Throughout the duration of the Agreement both parties maintain the right to terminate the Agreement by giving three months notice. Termination must be notified by registered letter that will be effective on the first working day after it is sent.

# Payment

## In compensation for his services, the Service Provider will receive fixed pay of:

## >> € xxx (including VAT) per session or per half-day

>> € xxx (including VAT) per full day

## >> € xxx (including VAT) per month ("*retainer fee*")

The parties agree that a maximum of XXX days can be invoiced per calendar year.

## The Service Provider will invoice his services to the Principal on a monthly basis, with a time sheet of the hours effectively worked.

## All invoices will be paid by the Principal within 15 working days following the date of receipt of the invoice.

## The parties expressly confirm that the amounts indicated above were agreed in the context of an independent collaboration agreement.

# Expenses

## All expenses incurred by the Service Provider in the context of the assignments carried out in application of this Agreement are covered by the payment mentioned above.

# Execution of the Agreement by the Service Provider

## The Service Provider shall carry out his assignments in a totally independent, autonomous way and execute this Agreement in compliance with the decisions taken by the person/body that is competent to make binding commitments for the Principal. The parties expressly agree that both of them are, and shall remain, entirely independent undertakings and that they act with regard to each other in complete independence with no relationship of subordination. The parties confirm that this is an essential element of this Agreement, without which they would not have concluded this Agreement.

The parties agree that any person who takes part in the actual execution of the tasks and responsibilities defined in this Agreement, shall do so in an entirely independent way with regard to the Principal, outside of any relationship of subordination with the Principal. The Service Provider shall keep the Principal safe from any action of any kind whatsoever on the subject.

## The Service Provider reports on the progress of his assignments to the representative of the Principal.

## The Service Provider shall carry out this Agreement in compliance with Belgian law, and with all needed professional competence, independence and care and shall devote the needed resources, time and efforts to his tasks.

## Subject to that which is stipulated in Article 7 below, the Service Provider is free to exercise the same activity to the benefit of third parties, subject to the condition that this does not jeopardize the proper fulfilment of this Agreement and does not harm the Principal's reputation or image. If proper fulfilment of the Agreement is jeopardized or if the Principal's reputation or image is damaged, the Service Provider undertakes to compensate the Principal. On this subject, the Service Provider undertakes to immediately inform the Principal of any situation that could be harmful for the Principal's reputation or image for any reason whatsoever.

## The Service Provider shall avoid any form of conflict of interest.

## The Service Provider is free to hire and dismiss the staff that he feels is needed and suitable to carry out this Agreement, for himself and in his own name, on his own behalf, and at his own expense and personal responsibility. In his capacity as an employer, the Service Provider alone will be liable for the management of his personnel and shall not involve the Principal or a member of the Principal's staff in any way.

## Notwithstanding the above paragraph, the Service Provider shall nevertheless remain liable to the Principal for the complete and correct execution of his assignment and undertakes to personally devote sufficient efforts to the function to maintain continual control of the progress and achievement of his assignment and to be able to immediately take the measures that are needed or could reasonably be requested by the Principal.

# Guarantees of the Service Provider

## The service Provider confirms, guarantees and ensures that, during the execution of this Agreement, he will comply with all obligations for which he is responsible under Belgian legislation, including all obligations pertaining to administrative, commercial, tax, labour and social security law, and that he shall keep the Principal safe from any action whatsoever that could be launched against the Principal for any reason whatsoever.

The Service Provider shall keep the Principal safe from any damages that may be the consequence of the requalification of the collaboration between the Principal, on one hand, and the Service Provider and/or his employees, bodies or workers on the other, as an employment contract between the Principal, on one hand and the Service Provider and/or his employees, bodies or workers on the other. These damages include, without being limited thereto, the Social Security contributions pertaining to the Service Provider's employees, bodies or workers that the Principal may be required to pay.

#  Non-competition obligation

## The Service Provider confirms, guarantees and ensures that throughout the execution of this Agreement, he will not occupy any function with other hockey teams without prior, written agreement from the Principal.

## This prohibition applies to all cases, whether for payment or free of charge, alone or with others, directly or indirectly or via a company, business or person, in the capacity of shareholder of another company or as a subcontractor.

## In the event of infringement of this Article 7, the Service Provider shall owe the Principal compensation of € xxx per failure to meet this obligation plus compensation of € 300 for each day when this failure to meet this obligation was committed or continues to be committed, without prejudice to the Principal's right to claim reimbursement from the Service Provider for damages actually incurred.

# Confidentiality

## The Service Provider recognizes and agrees to the fact that, throughout the execution of this Agreement, the Principal shall provide, disclose or make confidential information available to the Service Provider, this information belonging to the Principal and pertaining to the Principal's activities.

## Consequently, the Service Provider undertakes that he and any person for whom he is or becomes responsible, shall maintain confidentiality and not use or disclose nor bring to the knowledge of others without prior written consent from the Principal, a fact or information which is not generally available to the public that was disclosed to the Service Provider or developed by him during the execution of this Agreement.

## In the event of violation of this Article 8, the Service Provider shall owe the Principal compensation of € xxx per failure to meet this obligation plus compensation of € xxx for each day when this failure to meet his obligation was committed or continues to be committed, without prejudice to the Principal's right to claim reimbursement from the Service Provider for damages actually incurred.

# Termination of the contract

## Either party has the right to terminate this Agreement out of court by sending a registered letter to the other party ("the faulty party"), in the event of a serious and/or continuous failure by the faulty party to meet one of the obligations for which he is responsible under this Agreement, and also in the case of infringement of one of the provisions of this Agreement or its annexes, if the faulty party fails to correct that infringement within 10 days of formal, written notification by registered letter or special courier or if that failure to meet the obligation or that infringement can no longer, or will no longer reasonably, be corrected.

## The Principal is entitled to terminate this Agreement with immediate effect by sending a registered letter to the Service Provider, without being required to pay compensation of any kind in the event of significant deterioration of the confidence between the parties, independently of the fact that this deterioration of confidence should result from an infringement of a provision of this Agreement.

## At the time this Agreement ends, for any reason whatsoever, the Service Provider shall immediately return to the Principal, without keeping a copy, all correspondence, drawings, descriptions, accounts, documents and exhibits in relation with the Principal's business and activities, whether they were established by the Service Provider or remitted by the Principal, as well as any other object belonging to the Principal which is in his possession or under his control.

# Liability

The Service Provider is liable for the acts, decisions, advice taken or given in execution of this Agreement. Consequently, the Service Provider undertakes to the Principal to compensate the Principal for any prejudice incurred in virtue or on the occasion of this Agreement, however those damages were incurred, including (but not limited to), damages related to termination of the contract, failure to meet an obligation, negligence, errors, and omission or any other irregular act, or which concern the usage or use of documents, material, ideas, data or other information given on the occasion of the activities exercised in the context of this Agreement. The Service Provider is free to take out insurance for his own liability, at his own expense.

# Nullity

The possible nullity of a provision of this Agreement does not affect the validity of the entire Agreement, or that of another provision of this Agreement. In such a case, the parties shall act in good faith to substitute a valid clause for the cause subject to nullity, in order to achieve the same objective or a similar objective.

# Absence of infringement of another commitment

Both parties to this Agreement declare and guarantee to the other party that they are entitled to conclude and execute this Agreement and that the execution hereof does not constitute a contractual failure to meet an obligation or a violation of an obligation that this party may have with regard to a third party.

# Non-transferability

This Agreement cannot be assigned and the rights that result herefrom cannot be transferred in any way whatsoever, by any party whatsoever, without prior written agreement of the other party. All the clauses of this Agreement shall be mandatory and shall take effect to the benefit of the parties, their successors and their respective assignees.

# Applicable law/ Competent jurisdiction

## This Agreement and the rights and obligations resulting therefrom for the parties are established in compliance with Belgian law and are subject to Belgian law.

## The courts of the judicial district of Brussels shall have sole jurisdiction over any dispute that may occur between the Principal and the Service Provider pertaining to the validity, application, execution or interpretation of this Agreement.

# Replacement of all previous agreements

On the date it takes effect, this Agreement shall replace all prior agreements, oral or written, existing or having existed between the Service Provider and the Principal or any companies formerly or currently affiliated to or subsidiaries of the Principal. This Agreement includes the entire agreement between the parties and can only be modified in writing.

On signing this Agreement, the Service Provider acknowledges that he has received all the general indications needed for the execution of this Agreement from the Principal, particularly as concerns his role.

Done in Auderghem, in two original copies, on (date) , each party acknowledging that it has received a duly signed original.

The Principal The Service Provider

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