

WANNAFLEX – GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to WannaFlex, defined below. These General Terms and Conditions consist of four parts: Part A to Part D.

Part A contains the general provisions that at all times govern all types of legal relationship of WannaFlex.

Part B relates to the Posting of Employees (secondment). Part B (together with Part A) governs WannaFlex's services relating to secondment.

Part C (together with Part A) governs any Agreement that relates in whole or in part to the hiring and lending of self-employed persons.

Part D contains specific provisions on recruitment and selection, and therefore (together with Part A) governs any Agreement that relates in whole or in part to the provision of those services.

In the event of inconsistencies, the more specific provisions prevail over the general provisions.

PART A: GENERAL PROVISIONS

Article 1. Definitions

- 1.1. **General Terms and Conditions:** these general terms and conditions.
- 1.2. **CBA:** the collective bargaining agreement of the *Nederlandse Bond van Bemiddelings- en Uitzendondernemingen* or *NBBU* (Dutch Association of Intermediary Organisations and Temporary Employment Agencies).
- 1.3. **Services:** all services to be provided by WannaFlex to the Client under an Agreement.
- 1.4. **User Company Remuneration:** the remuneration that applies to the Employee in accordance with the CBA, i.e. the remuneration that is equal to the remuneration for employees who work at the Client in a position that is the same as or equivalent to that held by an Employee, with regard to the pay elements referred to in the CBA. If the User Company Remuneration changes on the grounds of the law or the CBA – notwithstanding the above elements – those elements apply to the User Company Remuneration from that time onwards.
- 1.5. **Candidate:** any natural person who may be nominated by WannaFlex in respect of one or more positions or vacancies within the Client's organisation, regardless of whether the Client already knew the Candidate directly or indirectly (in any capacity).
- 1.6. **Offer:** any oral or Written offer made by WannaFlex to the Client.
- 1.7. **Client:** any natural person or legal entity that enters into or intends to enter into a contract with WannaFlex.
- 1.8. **Client Rate:** the rate payable by the Client to WannaFlex, excluding bonuses, expense allowances and VAT. The rate is charged per hour, unless otherwise stated.
- 1.9. **Agreement:** any agreement, in any form, between a Client and WannaFlex, any amendment or addition made, and all juridical and other acts relating to the preparation and performance of that agreement by WannaFlex.
- 1.10. **Parties:** WannaFlex and the Client collectively.
- 1.11. **Written/In Writing:** recorded in writing or made available in digital form by e-mail or by other electronic means.
- 1.12. **Posting:** the posting of an Employee by WannaFlex under an Agreement, to perform work under the Client's management and supervision.
- 1.13. **WannaFlex:** the user of these General Terms and Conditions and the party that enters into an Agreement with the Client, namely **WannaFlex B.V.**, a private limited liability company, having its registered office and maintaining a place of business at Cruquiusweg 96N, (1019 AJ) Amsterdam, the Netherlands, registered in the Trade Register of the Chamber of Commerce under number 69331448, and **WF Consultancy B.V.**, a private limited liability company, having its registered office and maintaining a place of business at Cruquiusweg 96N, (1019 AJ) Amsterdam, registered in the Trade Register of the Chamber of Commerce under number 83046356, as well as the companies affiliated with these BVs.
- 1.14. **Employee:** any natural person employed by WannaFlex on the basis of a temporary agency contract under Article 7:690 of the Dutch Civil Code, or any natural person employed by another employer who is then posted at the Client by or via WannaFlex, to perform work under the Client's management and supervision.

- 1.15. **Self-Employed Person:** every self-employed person without employees who enters into an Agreement with WannaFlex on the basis of a model agreement or other agreement (with an intermediary) under Articles 7:400 *et seq.* of the Dutch Civil Code, to perform work for the Client for his or her own account and risk on the basis of that agreement for services, or every self-employed person without employees who has entered into a model agreement or other agreement (with an intermediary) under Articles 7:400 *et seq.* of the Dutch Civil Code with a third party and will perform work for the Client via WannaFlex (hiring and lending) on the basis of that agreement for his or her own account and risk.

Article 2. Scope

- 2.1. These General Terms and Conditions govern all Offers, legal relationships and Agreements with WannaFlex. These General Terms and Conditions also govern any further or follow-up agreements between WannaFlex and the Client. The Client is deemed to have agreed to this.
- 2.2. Deviations from these General Terms and Conditions are valid only if expressly agreed In Writing between the Parties. The deviating provisions expressly agreed In Writing prevail in that case. The applicability of any general terms and conditions of purchase or other general provisions of the Client is expressly excluded.
- 2.3. If any provision of these General Terms and Conditions is void or is annulled in whole or in part at any time, the other provisions of these General Terms and Conditions will remain in full force and effect. The Parties will then consult in order to agree on new provisions to replace the void or annulled provisions, which are in keeping with the Parties' intention when drafting the void or annulled provision.
- 2.4. If WannaFlex does not always demand strict compliance with these General Terms and Conditions, that does not mean that the provisions in question do not apply or that WannaFlex loses to any extent the right to demand strict compliance with the provisions of these General Terms and Conditions in other cases.
- 2.5. If WannaFlex deviates from these General Terms and Conditions in any Agreement with the Client, that does not mean that such deviation also applies to earlier or later Agreements between WannaFlex and the Client.
- 2.6. WannaFlex may amend these General Terms and Conditions from time to time, subject to a reasonable notice period in relation to the Client. In the absence of any protest from the Client within 14 days after notification, the amended General Terms and Conditions govern all new Agreements as from the day of the notification, as well as all ongoing Agreements insofar as they are performed after the day of the notification.

Article 3. Offers and formation of an Agreement

- 3.1. All Offers made by WannaFlex are subject to contract and may be revoked by WannaFlex at any time, also if the Offer sets a time limit for acceptance.
- 3.2. WannaFlex cannot be held to its Offer if the Client should reasonably understand that the Offer, or any part of the Offer, contains an obvious mistake or clerical error.
- 3.3. An Agreement is formed when the Client:
- gives WannaFlex a recruitment or other assignment;
 - accepts WannaFlex's Offer;
 - signs a Written Agreement together with WannaFlex; or
 - interviews a Candidate, Employee or Self-Employed Person.

If the Client gives WannaFlex an assignment that has not been preceded by an Offer, or if the Offer has not (or not yet) been signed by both Parties, the Agreement is deemed to have been entered into when WannaFlex confirms the assignment In Writing or when WannaFlex commences the execution of the assignment, including but not limited to cases in which WannaFlex interviews a Candidate, Employee or Self-Employed Person. WannaFlex may at any time replace a Candidate, Employee or Self-Employed Person.

Article 4. Payment

- 4.1. Unless otherwise agreed In Writing, all amounts payable by the Client to WannaFlex must be paid by the Client within 30 days of the date of the invoice (or partial invoice) in a manner specified by WannaFlex and in the currency stated in the invoice. The value date on the bank statement is decisive and is regarded as the payment date.
- 4.2. Only payments made to WannaFlex or to a third party expressly designated by WannaFlex In Writing constitute valid discharge. Payments made by the Client to Employees, Self-Employed Persons or Candidates – on any ground – and advances paid to Employees, Self-Employed Persons or Candidates are non-binding in relation to WannaFlex and can in no event constitute grounds for set-off or redemption on any ground whatsoever.



- 4.3. If the Client objects to the invoice received, it must notify WannaFlex of its objections In Writing within ten calendar days of the date of the invoice, failing which the invoice is deemed to be correct.
- 4.4. The Client may in no event suspend its obligations towards WannaFlex or set off any claim that it may have against WannaFlex. Objections to the amount of an invoice or regarding the Services provided in no event give the Client a right of suspension or set-off.
- 4.5. If the Client fails to pay the invoice within the credit period, it is in default by operation of law, without prior notice of default being required. Contractual interest at a rate of 1% per month or part of a month is payable by the Client on the amount then due as from the date of the default, unless the statutory commercial interest rate is higher, in which case the statutory commercial interest rate applies. The interest on the amount immediately payable is calculated from the moment the Client is in default until the moment of payment in full of the amount due.
- 4.6. All costs incurred by WannaFlex, both in and out of court, to enforce its rights are payable in their entirety by the Client. The out-of-court costs are set at 15% of the principal amount due, including VAT and interest, unless WannaFlex has demonstrably incurred higher costs, in which case WannaFlex may also claim those higher costs from the Client – subject to a minimum amount of €230 per claim. This compensation is payable by the Client each time as soon as the Client is in default, and will be charged without any further evidence being required.
- 4.7. Unless otherwise stated by WannaFlex, payments made by the Client are at all times first deducted from the costs and interest due (in that order) and then from the principal amounts and accrued interest, whereby older claims come before new claims, regardless of whether the Client states a different order for the allocation of the payment. WannaFlex may refuse full repayment of the principal amount if the default interest and accrued interest and collection costs are not paid at the same time. If WannaFlex so wishes, and in any event if the Client is in default of payment of any debt on any ground, WannaFlex may demand payment in advance or the provision of security for the Client's payment obligations, after entering into an Agreement that departs from the agreed payment arrangement. The Client must comply with that demand at WannaFlex's first request.
- 4.8. If the Agreement is entered into with more than one Client, all the Clients are jointly and severally liable for the performance of the payment obligations under the Agreement (regardless of the name in which the invoice is made out).
- 4.9. If the Client fails to comply with Article 4.1 or with a request from WannaFlex as referred to in Article 4.7, WannaFlex may:
 - a. terminate all or part of the Agreement with the Client without any notice of default being required. If in such a case WannaFlex incurs costs in doing so or suffers damage in any way as a result of the Client's payment default, the Client is liable for and must reimburse the loss and costs incurred; or
 - b. suspend its obligations to the Client under the Agreement in whole or in part.

Article 5. Fear of non-performance

- 5.1. If circumstances that come to WannaFlex's attention after entering into the Agreement give it good reason to fear that the Client will fail to perform any of its obligations, or to do so correctly or in a timely manner, all payment obligations of the Client towards WannaFlex on any ground become immediately payable in full. These circumstances include bankruptcy or a suspension of payment on the part of the Client, a pending application for either of those measures in respect of the Client, the adoption of a winding-up or merger resolution by or in respect of the Client, the levying of pre-judgment or post-judgment attachment on any part of the Client's assets, and failure by the Client to fulfil any payment obligation towards WannaFlex. WannaFlex may at any time demand immediate payment of such immediately payable claims or security in respect of such immediately payable claims.
- 5.2. WannaFlex may in that case suspend the performance of its obligations towards the Client until payment is made or security is provided for all the payment obligations. If WannaFlex does so, it is in no event liable for any loss or costs consequently incurred in any manner on the part of the Client.
- 5.3. The Client is liable for all loss incurred by WannaFlex as a result of a situation described in this article.

Article 6. Liability

- 6.1. If it is established in court or otherwise that WannaFlex may be liable to the Client for loss incurred in respect of the Agreement, on the grounds of a wrongful act or on any other ground, that liability, including any payment obligation under Article 6:230 or Article 6:271 of the Dutch Civil Code, is at all times limited in its entirety by the following provisions:



- a. WannaFlex's total liability on the grounds of breach of performance of the Agreement or on any juridical ground, expressly including any breach of performance of an obligation agreed with the Client, is limited to reimbursement of direct damage. Direct damage means only damage resulting from damage to or destruction of property (repair costs or replacement costs);
- b. WannaFlex is in no event liable for indirect damage incurred by the Client, including but not limited to consequential damage, lost profits, lost savings, loss of goodwill, damage resulting from claims of customers of the Client, lost revenues, lost sales, lost savings, and damage caused by business and other interruption. Any liability on the part of WannaFlex related to destruction or loss of data or documents is also excluded.
- c. WannaFlex is in no event liable for damage caused by WannaFlex relying on incorrect data, files, resources and information provided by or on behalf of the Client;
- d. WannaFlex's liability towards the Client, including any payment obligation under an obligation to undo and any payment obligation under Article 6:230 of the Dutch Civil Code, is limited all times to the amount paid out under WannaFlex's liability insurance, if any;
- e. if no payment is made under WannaFlex's liability insurance, regardless of the reason, WannaFlex's liability, including any payment obligation under Article 6:230 or Article 6:271 of the Dutch Civil Code:
 - on the grounds of a specific Agreement is limited to the total amount of the three last invoices paid by the Client under this Agreement; or
 - on other grounds is limited to an amount of €10,000 per claim;whereby WannaFlex's total liability is limited at all times to a maximum amount of €15,000 per year, regardless of the basis of liability and the number of harmful events.
- 6.2. These limitations do not apply in the event of intent or deliberate recklessness on the part of WannaFlex's management.
- 6.3. All employees, affiliates (within the meaning of Article 2:24b of the Dutch Civil Code), clients and contacts of WannaFlex may invoke the above provisions in relation to the Client and, if necessary, also in relation to third parties, on the same basis as WannaFlex.
- 6.4. The provisions of this article and all other limitations and exclusions of liability referred to in these General Terms and Conditions may also be invoked by all natural persons and legal entities engaged by WannaFlex in the performance of the Agreement.
- 6.5. Damage for which WannaFlex may be held liable must be reported to WannaFlex In Writing as soon as possible but no later than eight calendar days after its occurrence, on pain of forfeiture of the right to compensation. This time limit does not apply if the Client can plausibly demonstrate that the damage could not be reported any sooner for valid reasons.
- 6.6. A liability claim against WannaFlex expires twelve months after the Client became aware or could reasonably have been aware of the harmful event.

Article 7. Confidentiality

- 7.1. The Parties may not disclose to third parties any confidential information of or about the other Party, its activities and contacts that comes to their knowledge as a result of the assignment, unless – and in that case only insofar as – proper performance of the Agreement requires the disclosure of that information or they are required by law to disclose that information.
- 7.2. At the Client's request, WannaFlex will obligate the Candidate, Employee or Self-Employed Person beforehand to keep secret all information that comes to their knowledge in performing the work, unless the Candidate, Employee or Self-Employed Person is under a statutory duty of disclosure.
- 7.3. The Client is free to directly impose a duty of confidentiality on the Candidate, Employee or Self-Employed Person. The Client must notify WannaFlex of its intention to do so and provide WannaFlex with a copy of the declaration/agreement drawn up in this regard.
- 7.4. WannaFlex is not liable for any fine, penalty or damage suffered by the Client as a result of the Candidate, Employee or Self-Employed Person breaching that duty of confidentiality.

Article 8. Force majeure and right of suspension

- 8.1. WannaFlex cannot be obligated to perform any obligation, including any statutory or agreed warranty or other obligation, if it is prevented from doing so as a result of force majeure. Force majeure on the part of WannaFlex includes force majeure on the part of suppliers of WannaFlex, war, war risk, epidemics, pandemics, riots, molestation, fire, water damage, flooding, strikes, sit-ins, accident or illness of staff, lockouts, import and



export barriers, government measures, machinery breakdown, supply disruptions, business interruption, failure of internet, data network or telecommunication facilities, cyber and other crime, cyber and other vandalism, general transport problems, problems unforeseen by WannaFlex, and any other circumstance beyond WannaFlex's exclusive control.

- 8.2. WannaFlex will notify the Client as soon as possible of a situation referred to in the preceding paragraph of this article. If the force majeure situation is of a temporary nature, WannaFlex's obligations under the Agreement will be suspended for as long as that situation continues.
- 8.3. If WannaFlex is prevented from performing its obligations for a period of three months due to circumstances such as those referred to above, each of the Parties may terminate the Agreement in whole or in part. The Client must in that case pay WannaFlex the fees payable by the Client to WannaFlex that relate to the period before the force majeure situation.
- 8.4. The Client may not suspend its obligations in whole or in part.
- 8.5. WannaFlex is not liable for any damages towards the Client or any third party in the event of a force majeure situation or a situation in which the Agreement is dissolved (*ontbonden*) in whole or in part on the grounds of force majeure.
- 8.6. Any payment security provided by or on behalf of the Client must be extended accordingly.

Article 9. Hiring and lending of Employees or Self-Employed Persons

- 9.1. WannaFlex may hire Employees via another employer and then lend them to the Client. In that case, all references to 'WannaFlex' as the employer in the Agreement and the General Terms and Conditions must be read as references to that other employer.
- 9.2. WannaFlex may hire and lend Self-Employed Persons who have entered into a model agreement or other agreement with a third party and then have them perform work for the Client on the basis of that agreement at their own expense and risk. In that case, all references to 'WannaFlex' as the Self-Employed Person's contracting party must be read as references to that third party.

Article 10. Applicable law and choice of forum

- 10.1. These General Terms and Conditions, all legal relationships between the Parties and the Agreements are governed by Dutch law.
- 10.2. All disputes arising from or related to a legal relationship between the Parties will be exclusively settled in the first instance by the competent District Court of Amsterdam, unless mandatory provisions of law so oppose. WannaFlex may nevertheless at all times submit the dispute to the court that has jurisdiction under the law.

PART B: POSTING

Article 11. Duration and termination of the Agreement and the Posting

- 11.1. An Agreement is entered into for a fixed or open-ended period. A fixed-term Agreement is an Agreement entered into:
- for a fixed period; or
 - for a determinable period; or
 - for a determinable period not exceeding a fixed period.
- 11.2. A fixed-term Agreement entered into between the Parties is extended each time by operation of law for the same period and under the same conditions, subject to the provisions of Article 15 of these General Terms and Conditions, unless the Client notifies WannaFlex In Writing no later than one month before the fixed-term Agreement ends by operation of law that it wishes to terminate the Agreement or to enter into a new Agreement.
- 11.3. The Client cannot prematurely terminate a fixed-term Agreement, unless otherwise agreed In Writing. If a premature termination option has been agreed, termination must take place In Writing, subject to a three-month notice period to be observed by the Client. WannaFlex may at any time terminate the fixed-term Agreement prematurely, subject to a one-month notice period.
- 11.4. A fixed-term Agreement ends on Written termination subject to a three-month notice period for the Client and a one-month notice period for WannaFlex.
- 11.5. Each Agreement ends with immediate effect on notice of termination being given the moment either Party terminates the Agreement because:
- the other party is in default;
 - the other party ceases its operations, enters into an arrangement with all its creditors, is wound up, goes into liquidation or ceases its activities; or
 - the other party is declared bankrupt or applies for a suspension of payment.
- 11.6. If WannaFlex gives notice of termination on one of these grounds, the Client's actions on which the termination is based imply a request on the part of the Client to terminate the Posting. This will not give rise to any liability on the part of WannaFlex for any loss consequently incurred by the Client. All claims of WannaFlex become immediately payable as a result of termination.
- 11.7. The end of the Agreement means the end of the Posting. Termination of the Agreement by the Client implies a request on the part of the Client to WannaFlex to terminate the current Posting(s) as from the date of termination or notice of termination of the Agreement.
- 11.8. If the agency clause applies between WannaFlex and the Employee, the Posting of the Employee ends at the Client's request the moment the Employee reports that he or she is unable to perform the work due to incapacity for work. To the extent necessary, the Client is deemed to have made that request. On request, the Client will confirm this request In Writing to WannaFlex. The end of the Posting expressly does not mean the end of the Agreement.
- 11.9. The Posting ends by operation of law if and when WannaFlex can no longer post the Employee because the Employee's employment contract has ended and that employment contract is not subsequently continued for the benefit of the same Client. In that case, WannaFlex is not in breach in relation to the Client, nor is it liable for any loss consequently incurred by the Client.
- 11.10. The Client must inform WannaFlex in good time about the termination or continuation of the Posting, to enable WannaFlex to perform its obligations in respect of a statutory notice period correctly and in full. The Client indemnifies WannaFlex against any loss consequently incurred.
- 11.11. If the agency clause applies between the Employee on the one hand and WannaFlex on the other, the Client is required at all times – if the Posting has lasted more than 26 weeks – to notify WannaFlex of the termination of the Posting, no later than ten calendar days before such termination, irrespective of any notice period in the Agreement that may apply or the termination (by operation of law or otherwise) of the Agreement (e.g. due to the end of its term). If the Client fails to comply with this notice period, it is liable for – and indemnifies WannaFlex against – all (direct and indirect) loss consequently incurred by WannaFlex, in any event including (but not limited to) the wages that the Employee would have earned during the term of the notice period that has not been observed.
- 11.12. The preceding articles are without prejudice to the right to invoke Article 6:265 of the Dutch Civil Code. In the event of dissolution (*ontbinding*) of an Agreement, any amounts already paid under the Agreement cannot be reclaimed as an obligation to undo.

11.13. Termination of an Agreement does not affect any other Agreements between WannaFlex and the Client.

Article 12. Client's duty of disclosure

- 12.1. The Client acknowledges that, as a rule, proper performance of the Agreement by WannaFlex depends on correct and timely provision of documents and data by the Client, in particular with regard to the determination of the User Company Remuneration. To allow the performance of the Agreement to proceed insofar as possible in accordance with the time schedule, the Client must therefore provide WannaFlex with all the documents and data required in good time (i.e. as far in advance as possible), and the Client must perform in good time all acts that WannaFlex requires for the performance of the Agreement, or of which the Client should reasonably understand that they are necessary for the performance of the Agreement, including – but expressly not limited to – all information that may affect the Services. This expressly includes information that is relevant to the qualification of the employment contract with the Employee, in particular with regard to the Client's activities (if any) related to the recruitment and selection of the Candidate and Employee. That information may be relevant in qualifying the Employee's employment contract as a possible payroll agreement (within the meaning of Article 7:692 of the Dutch Civil Code).
- 12.2. The Client acknowledges that all agreements between it and WannaFlex (and the provision of the Services) are based on the assumption that a regular temporary employment contract within the meaning of Article 7:690 of the Dutch Civil Code is or has been entered into between WannaFlex and the Employee, not being a payroll agreement within the meaning of Article 7:692 of the Dutch Civil Code. In the unlikely event that, for any reason, a payroll agreement within the meaning of Article 7:692 of the Dutch Civil Code is nevertheless in place between WannaFlex and the Employee, the Client is liable for – and indemnifies WannaFlex against – all (direct and indirect) loss (including but not limited to wages, premiums and taxes due, and all costs, including the actual costs of legal assistance) incurred by WannaFlex as a result of this qualification or requalification. This loss will be recovered from the Client retroactively. The Client Rate will furthermore be adjusted accordingly (retroactively), i.e. taking into account all cost-increasing and other rules that apply in respect of the payroll agreement.
- 12.3. Before WannaFlex enters into an employment contract with the Candidate or Employee, the Client must report all information that is relevant to the qualification of the employment contract to WannaFlex In Writing. The Client is liable for all costs (including legal costs) and loss incurred by WannaFlex as a result of failure on the part of the Client to comply or to fully comply with this duty of disclosure.
- 12.4. On entering into the Agreement, the Client must inform WannaFlex In Writing of any company closures and collectively mandatory days off during the term of the Agreement, to allow WannaFlex, if possible, to make this circumstance part of the employment contract with the Employee. If an intention to agree on a company closure or collective mandatory days off becomes known after the Agreement is entered into, the Client must notify WannaFlex In Writing immediately after it becomes aware of this. If the Client fails to inform WannaFlex in a timely manner In Writing, it must pay WannaFlex the Client Rate for the duration of the company closure in full for the applicable or customary number of hours and overtime per period under the Agreement and the General Terms and Conditions.
- 12.5. The Client warrants the accuracy, completeness, reliability, soundness and lawfulness of the actions performed and the data provided to WannaFlex by or on its behalf. The Client also warrants that it has provided all essential supplies and performed all essential actions referred to in paragraph 1 of this article for the formation and performance of the Agreement.
- 12.6. The Client must notify WannaFlex In Writing of any changes in the User Company Remuneration and of any agreed initial wage increases in a timely manner and in any event as soon as they become known.
- 12.7. The performance of the Agreement may not commence until the Client has fulfilled its obligations to provide information and perform actions. If the information required for the performance of the Agreement has not been provided to WannaFlex in a timely manner, or of the necessary acts have not been performed in a timely manner, WannaFlex may suspend the performance of the Agreement until the Client provides all information In Writing, or WannaFlex may perform or commission actions that are necessary to enable WannaFlex to perform the Agreement, in which case the costs incurred by WannaFlex are at the Client's expense and risk.
- 12.8. If the Agreement can no longer be performed within the agreed period because the information required for the performance of the Agreement was not provided to WannaFlex in a timely manner, WannaFlex may terminate the Agreement with immediate effect, without being liable for any damage on the part of the Client. Any additional hours and additional costs incurred by WannaFlex, as well as any other loss incurred or to be incurred by WannaFlex as a result of failure on the part of the Client to comply with the obligation to provide

information stipulated in this article is payable by the Client in accordance with the rates that are customary at the time.

- 12.9. The Client is liable for – and indemnifies WannaFlex against – any loss incurred by WannaFlex, the Employee and the Client as a result of incorrect application of the User Company Remuneration, if the User Company Remuneration was determined on the basis of incorrect or incomplete information provided by the Client to WannaFlex. The Client is also liable for all costs (including legal costs) and loss incurred by WannaFlex as a result of failure on the part of the Client to comply, or to fully comply, with the duty of disclosure referred to in this article (including the provision of all information that may be relevant to the qualification of the employment contract between WannaFlex and the Employee).

Article 13. Working procedure

- 13.1. The Client must provide WannaFlex with an accurate description of the position, job requirements, working hours, number of working hours, activities, work location, working conditions and intended duration of the Posting before the start of the Agreement or the Posting.
- 13.2. WannaFlex determines which Candidates and Employees it will nominate to the Client for the performance of the Agreement, based on the information provided by the Client and the qualities, knowledge and skills of the Candidates and Employees who are eligible for the Posting of which it is aware. WannaFlex is under a best-efforts obligation only. The Client may reject the nominated Candidate or Employee, in which case the Posting of the nominated Candidate or Employee will not go ahead.
- 13.3. WannaFlex is not in breach in relation to the Client and is not liable for any damages if the contacts between the Client and WannaFlex before a possible Agreement, including a concrete request by the Client to post a Candidate or Employee, do not lead to the actual Posting of an Employee, regardless of the reason, or do not do so within the term desired by the Client.
- 13.4. If WannaFlex requires information from the Client with a view to the performance of its obligations under the law or the CBA, the Client must provide WannaFlex with that information free of charge at its first request.
- 13.5. WannaFlex is not liable for loss resulting from the deployment of Employees who turn out not to meet the requirements set by the Client.
- 13.6. If the Employee acts in a (seriously) culpable manner or in the event of a breakdown in the relationship or other circumstances that may reasonably be of interest to WannaFlex with a view to the continuation or termination of the employment contract with the Employee, the Client must provide the information requested by WannaFlex In Writing at its first request and must cooperate in an investigation, if any.

Article 14. Position and remuneration

- 14.1. The Employee's remuneration, including any bonuses and expense allowances, is determined in accordance with the CBA (including the provisions regarding the User Company Remuneration) and the applicable laws and regulations, based on the job description provided by the Client.
- 14.2. If at any time it becomes apparent that that job description and the corresponding grading are not in keeping with the position actually held by the Employee, the Client must immediately provide WannaFlex with the correct job description and the corresponding grading and correct remuneration. The Employee's remuneration will be reassessed on the basis of the new job description. The job description and grading may be adjusted during the term of the Agreement if the Employee is so entitled in accordance with laws and regulations, the CBA or the User Company Remuneration. If the adjustment results in a higher remuneration, WannaFlex will correct the Employee's remuneration and the Client Rate accordingly. This corrected Client Rate is payable by the Client from the moment at which the actual job is performed, possibly with retroactive effect.
- 14.3. The Client must notify WannaFlex In Writing of any changes in the User Company Remuneration and of any agreed initial wage increases in a timely manner and in any event as soon as they become known.
- 14.4. If the Employee cannot be classified under the CBA or if there are no employees at the Client in the same or an equivalent position, the Employee's remuneration will be determined on the basis of interviews conducted by WannaFlex with the Employee and, if applicable, the Client. This will include consideration of the abilities required to hold the position, as well as responsibilities, experience and level of education. At WannaFlex's first request, the Client must cooperate in the interview referred to above and provide WannaFlex with all the information that WannaFlex considers necessary to determine the appropriate remuneration of the Employee.
- 14.5. If a circumstance arises as a result of which – notwithstanding the preceding paragraph of this article – the Employee must nevertheless be or should nevertheless have been remunerated on the basis of the User

Company Remuneration, the Client must notify WannaFlex accordingly In Writing in a timely manner and in any event as soon as this circumstance becomes known. In that case, the Employee's remuneration and the Client Rate will be adjusted in accordance with paragraph 2 of this article.

- 14.6. Overtime, travel hours or travel time, shift work, work in physically demanding circumstances, work at unusual times or on unusual days (including public holidays) and shifted hours will be remunerated in accordance with the relevant provisions of the CBA (with regard to the User Company Remuneration) and will be passed on to the Client.

Article 15. Client Rate

- 15.1. The payment due by the Client to WannaFlex is calculated by multiplying the agreed Client Rate by the hours worked by the Employee or (if this number is higher) over the hours to which WannaFlex is entitled under the Agreement or the General Terms and Conditions, regardless of the actual number of hours worked by the Employee. The Client Rate is also increased by the bonuses and by the expense allowances payable by WannaFlex to the Employee. VAT will be charged on the total fee payable by the Client to WannaFlex.
- 15.2. If at any time the Employee's number of working hours must be adjusted upwards on the grounds of WannaFlex's mandatory offer accepted by the Employee (in light of the provisions of Article 7:628a(5) of the Dutch Civil Code), the Client Rate is each time payable (from the moment WannaFlex must continue to pay the Employee this number of hours) over this adjusted number of hours.
- 15.3. If at any time the User Company Remuneration must be applied or increased, WannaFlex will redetermine the Employee's remuneration and the Client Rate based on the information provided by the Client regarding the job classification and User Company Remuneration. The remuneration and the Client Rate will include all elements of the User Company Remuneration that applies at the Client.
- 15.4. In addition to the cases referred to above, WannaFlex may in any case also adjust the Client Rate during the term of the Agreement if the costs of the agency work increase as a result of:
- an amendment to the CBA or of the wages regulated in the CBA, or an amendment to the CBA or employment conditions that apply at the Client or the wages regulated in them;
 - changes in or as a result of laws and regulations, including changes in or as a result of social and tax laws and regulations, the CBA or any binding regulation;
 - a periodic or other wage increase or a one-off or other mandatory payment arising from the CBA, the collective agreement or employment conditions that apply at the Client, or laws and regulations;
 - indexation of wages by the CBS (Statistics Netherlands); or
 - a change in the qualification of the employment contract between WannaFlex and the Employee.
- 15.5. If the Client does not agree to pay the adjusted Client Rate, that constitutes a request on the part of the Client to unilaterally terminate the Posting. However, the Posting does not end until such time at which the employment contract between WannaFlex and the Employee can be validly terminated. The Client Rate is payable by the Client until the date of termination of the employment contract.
- 15.6. If, due to any cause attributable to the Client, the remuneration or the Client Rate was set too low (for instance if incorrect or incomplete information was provided in this regard), WannaFlex may also retrospectively set the remuneration and the Client Rate and retrospectively adjust and charge the Client Rate accordingly. WannaFlex may also charge the Client any resulting underpayment and any costs consequently incurred by WannaFlex.

Article 16. Invoicing and time records

- 16.1. Unless otherwise agreed In Writing, time records are kept by means of digital approval by the Client in WannaFlex's online portal.
- 16.2. WannaFlex invoices in any event on the basis of the number of hours agreed in the Agreement during which the Employee is posted at the Client. Invoicing takes place on a monthly basis, namely at the beginning of the following calendar month and, in the event of earlier termination of the Agreement, as soon as possible after that termination.
- 16.3. The Client must ensure that it approves the hours in good time so that WannaFlex has the time records at its disposal immediately following the week worked by the Employee. The Client is responsible for the manner in which the time records are provided to WannaFlex. By approving the time records, the Client also declares that the Employee is performing adequately and has actually performed the work.



- 16.4. The Client Rate is also payable by the Client for the hours during which the Employee was unable to perform the work for a reason that – if the Client had been the Employee's employer – should reasonably be at the Client's expense under Article 7:628 of the Dutch Civil Code.
- 16.5. Before the Client submits the time records, it must give the Employee the opportunity to check them. If and insofar as the Employee disputes the data contained in time records, WannaFlex may determine the hours and costs in accordance with the Employee's statement, unless the Client can demonstrate that its data are correct.

Article 17. Special minimum payment obligations

- 17.1. Notwithstanding the Client's other obligations towards WannaFlex, the Client must in any event pay WannaFlex the Client Rate calculated over three hours worked if:
- the Employee reports at the agreed time and place to perform the agency work, but the Client does not enable him or her to commence the agency work; or
 - the Client enables the Employee to perform agency work for less than three hours.
- 17.2. Notwithstanding the Client's other obligations towards WannaFlex, the Client must at all times pay the Client Rate for the hours during which the Employee is entitled to wages, in accordance with the provisions of Article 7:628a(3) of the Dutch Civil Code.

Article 18. Replacement, availability and rehabilitation

- 18.1. WannaFlex may replace Employees posted at the Client with another Employee, while continuing the Agreement, for instance with a view to WannaFlex's company policy or personnel policy, job preservation, or compliance with applicable laws and regulations, in particular the applicable CBA and the dismissal rules for the temporary employment sector.
- 18.2. WannaFlex is not in breach in relation to the Client and is not liable for any loss or costs towards the Client if WannaFlex, for any reason, is unable or no longer able to make an Employee (or a replacement Employee) available to the Client in the manner and to the extent agreed in the Agreement or at a later time.
- 18.3. WannaFlex will use its best endeavours to replace an Employee who is not or no longer able to perform work in the current assignment, within ten working days after it becomes apparent that that work can no longer be performed within that assignment. A longer period may apply in the event of illness. If WannaFlex is unable to replace the Employee, it may terminate the Agreement with immediate effect without either Party being entitled to damages or compensation.
- 18.4. At WannaFlex's first request, the Client must cooperate in the rehabilitation of an incapacitated Employee posted at the Client. This means, among other things (but not exclusively), that the Client must have the Employee perform rehabilitation work in an adjusted position or for an adjusted number of hours. If the Client fails to cooperate, or to do so to a sufficient extent, the Client may (possibly explicitly contrary to the provisions of the Agreement) continue to pay the Client Rate for the number of hours for which the Employee is entitled to continued payment of wages at WannaFlex.
- 18.5. The Employee is not made available to the Client on an exclusive basis. WannaFlex may post the Employee at another client without the Client's consent.

Article 19. Proper management and supervision

- 19.1. The Client must observe the same duty of care towards the Employee in conducting management and supervision, and with regard to the performance of the work, as it must observe in relation to its own employees.
- 19.2. The Client may not 'lend on' the Employee to a third party; in other words, post the Employee at a third party to perform work under that third party's management and supervision. 'Lending on' is also understood to mean posting by the Client at a natural person or legal entity with which the Client is affiliated in a group.
- 19.3. The posting of the Employee abroad by a Client based in the Netherlands is possible only for fixed period, provided that the Client has organised management and supervision and the posting has been agreed In Writing with WannaFlex and the Employee.
- 19.4. The Client will compensate the Employee for any loss incurred by him or her as a result of any property belonging to the Employee that was used in the context of the assigned work being damaged or destroyed.
- 19.5. Insofar as possible, the Client must take out adequate insurance against liability under the provisions of this article. The Client must provide WannaFlex with proof of insurance at its request.



Article 20. Working hours and working times

- 20.1. The number of working hours and the working times of the Employee at the Client will be agreed on before the Posting. The Employee's number of working hours, working times and rest periods will be the same as the times and hours that are customary at the Client in this respect, unless otherwise agreed. The Client warrants that the Employee's number of working hours, rest periods and working times meet the statutory requirements. The Client must ensure that the Employee does not exceed the number of working times permitted by law and the agreed number of working hours.
- 20.2. The Employee's paid leave and other leave are regulated in accordance with the law and the CBA.
- 20.3. If the Employee requires specific training or work instructions for the performance of the assignment, the hours that the Employee spends on that training will be charged to the Client as hours worked.

Article 21. Working conditions

- 21.1. The Client declares that it is aware of the fact that it is considered an employer under the *Arbeidsomstandighedenwet* (Working Conditions Act).
- 21.2. The Client is responsible towards the Employee and WannaFlex for complying with the obligations arising from Article 7:658 of the Dutch Civil Code, the Working Conditions Act and related regulations in the fields of workplace safety and good working conditions in general.
- 21.3. The Client must provide the Employee and WannaFlex with information In Writing and in good time, in any event one working day before the start of the work, regarding the required professional qualifications and the specifics of the position to be held. The Client must actively inform the Employee regarding the Risk Inventory and Evaluation (RI&E) used within its company.
- 21.4. If the Employee suffers an industrial accident or occupational disease, the Client must, if required by law, immediately notify the competent authorities and ensure that a Written report is drawn up immediately. The report must record the circumstances of the accident in such a manner that it can be determined with a reasonable degree of certainty whether and to what extent the accident was the result of insufficient measures having been taken to prevent the accident or occupational disease. The Client must notify WannaFlex as soon as possible of the industrial accident or occupational disease and must submit a copy of the report drawn up.
- 21.5. The Client must compensate the Employee for – and indemnifies WannaFlex against – all loss (including costs, also the actual costs of legal assistance) incurred by the Employee in performing his or her work, if and to the extent that the Client or WannaFlex is liable for such loss under Article 7:658, Article 7:611 or Article 6:162 of the Dutch Civil Code. The phrase 'incurred by the Employee in performing his or her work' here expressly includes loss incurred by the Employee during commuting.
- 21.6. If the industrial accident results in the Employee's death, the Client must reimburse the loss (including costs and the actual costs of legal assistance) in accordance with Article 6:108 of the Dutch Civil Code to the persons referred to in that article and indemnify WannaFlex against all loss (including costs and the actual costs of legal assistance) for which it is held liable.
- 21.7. The Client must take out adequate insurance against liability under the provisions of this article. The Client must provide WannaFlex with proof of insurance at its first request.

Article 22. Client's duty of privacy, verification and retention

- 22.1. The Client will receive personal data on Employees from WannaFlex. If the Client decides not to hire an Employee offered, the Client must destroy the personal data provided by WannaFlex within one week.
- 22.2. The Client must verify the Employee's identity, on the basis of an original identity document stating the Employee's nationality, at the start of the Employee's Posting. This identity document must be carefully checked for authenticity and validity.
- 22.3. The Client must treat the Employee's personal data of which it becomes aware in respect of the Posting as confidential and must process them in accordance with the provisions of the applicable privacy laws and regulations.
- 22.4. If WannaFlex posts a foreign national within the meaning of the *Wet arbeid vreemdelingen* (Foreign Nationals (Employment) Act) at the Client, the Client expressly declares that it is familiar with Article 15 of that Act, including the provision that the Client must receive a copy of the foreign national's document within the meaning of Article 1 of the *Wet op de identificatieplicht* (Compulsory Identification Act) at the start of the foreign national's work. The Client is responsible for carefully checking that document and must verify on that

basis the foreign national's identity and keep a copy of the document in its records. WannaFlex is not responsible or liable for any fine imposed on the Client under the Foreign Nationals (Employment) Act.

- 22.5. WannaFlex is not liable for any fines or claims imposed on the Client for failure to comply with its obligations referred to in this article.
- 22.6. The Client indemnifies WannaFlex at all times for fines imposed on and claims filed against WannaFlex for failure on the part of the Client to comply with the obligations referred to in this article.

Article 23. Employee participation

- 23.1. The Client must enable an Employee who is a member of WannaFlex's works council or the Client's works council to exercise these employee participation rights in accordance with the relevant laws and regulations.
- 23.2. If the Employee exercises employee participation in the Client's company, the Client Rate is also payable by the Client for the hours during which the Employee performs work or attends training during working hours in respect of the exercise of the employee participation.
- 23.3. The Client declares to be familiar with its duty of disclosure under the *Wet op de ondernemingsraden* (Works Councils Act) concerning the deployment or expected deployment of Employees within its company. If and insofar as the Client wishes to rely on data provided or to be provided by WannaFlex in complying with this duty of disclosure, that provision of data may not go beyond the obligations imposed by the Works Councils Act.

Article 24. Taking over of Employees

- 24.1. For the purposes of this article, entering into an employment relationship with a Candidate or an Employee means:
- the entry into an employment contract, a works contract or a contract for services by the Client with a Candidate or Employee;
 - having the Candidate or Employee posted by a third party (e.g. another temporary employment agency); and
 - the entry into an employment relationship by the Candidate or the Employee with a third party, whereby the Client and that third party are affiliated in a group (within the meaning of Article 2:24b of the Dutch Civil Code) or that third party is a subsidiary of another company (within the meaning of Article 2:24a of the Dutch Civil Code).
- 24.2. For the purposes of this article, the terms Candidate and Employee also mean:
- a Candidate or Employee registered at WannaFlex;
 - a Candidate or Employee introduced by WannaFlex to and put into contact with the Client; and
 - an Employee whose Posting ended less than twelve months before the entry into the employment relationship with the Client.
- 24.3. The Client may enter into an employment relationship with a Candidate or Employee only if and insofar as the provisions of this article are met.
- 24.4. The Client may not enter into an employment relationship with the Employee if and insofar as the employment contract between the Employee and WannaFlex (or the third party) has not lawfully ended, and if and insofar as the Client cannot validly terminate or has not validly terminated the Agreement with WannaFlex.
- 24.5. The Client must notify WannaFlex In Writing as soon as possible of its intention to enter into an employment relationship with the Candidate or Employee, before giving effect to that intention. The Agreement will then be terminated by the Client in accordance with these General Terms and Conditions.
- 24.6. If (i) a Candidate or Employee is introduced to the prospective Client through WannaFlex's agency and that prospective Client enters into an employment relationship with that Candidate or Employee directly or via third parties within twelve months after this Candidate or Employee was introduced for the same or another position; or (ii) the Client wishes to enter into an employment relationship with this Candidate directly or via third parties after the agreement with WannaFlex ends, or to take over the Employee from WannaFlex, reasonable compensation will be payable by the Client to WannaFlex in the amount of EUR 30,000, immediately payable and not subject to set-off, unless the amount of that reasonable compensation is disproportionate to the services provided by WannaFlex in respect of the posting, recruitment or training of the Candidate in question. In that case, WannaFlex and Client will jointly agree on appropriate reasonable compensation. This compensation is always payable by the Client if the Candidate or Employee was introduced to the Client by WannaFlex, regardless of whether the Candidate also first performed work via

WannaFlex. It is irrelevant for the purposes of the compensation obligation referred to in this article whether the Client already knew the Candidate or Employee directly or indirectly (in any capacity).

Article 25. Obligations regarding the Posting of Workers by Intermediaries Act

25.1. The Client expressly declares that it is familiar with the obligations that apply to it under the *Wet allocatie arbeidskrachten door intermediairs* (Posting of Workers by Intermediaries Act), including but expressly not limited to:

- Article 8b of the Posting of Workers by Intermediaries Act: the Client must ensure that the Employees have the same access to facilities or services in its company, in particular canteens, childcare and transport facilities, as the persons in its company's employment in the same or equivalent positions, unless the difference in treatment is justified for objective reasons;
- Article 8c of the Posting of Workers by Intermediaries Act: the Client must ensure that vacancies arising within its company are notified to the Employees in a timely and clear manner, so that they have the same chances of an open-ended employment contract as the employees of the Client's company;
- Article 10 of the Posting of Workers by Intermediaries Act: the Client must immediately and fully inform WannaFlex about the intention, commencement, continuation or termination of collective actions, whether or not organised by the trade unions, including but not limited to a strike, lockout or company occupation. In performing its management and supervision of the Employees, the Client may expressly not give assignments to the Employees as a result of which Article 10 of the Posting of Workers by Intermediaries Act will be breached; and
- Article 12a of the Posting of Workers by Intermediaries Act: the Client must provide both WannaFlex and the Employees In Writing, before the start of the Posting, with information on the employment conditions, as referred to in Article 8 of the Posting of Workers by Intermediaries Act.

Article 26. Prohibited discrimination and treatment of the Employee

- 26.1. The Client and WannaFlex may not make any prohibited distinctions, either on the basis of religion, belief, political affiliation, gender, race, nationality, heterosexual or homosexual orientation, marital status, disability, chronic illness, age or any other ground whatsoever. The Client and WannaFlex may impose or take into account only requirements that are relevant to the position in the provision or performance of the Agreement and in the selection and treatment of the Employee.
- 26.2. The Client is familiar with the *Wet huis voor klokkenluiders* (Whistleblowers Authority Act) and warrants that the Employee will have access to the whistleblower scheme in the same manner as its own employees if the Client has such a scheme in place or if such a scheme applies to it.
- 26.3. If the Client has a complaints procedure in place regarding the treatment of employees, it warrants that the Employee will have access to that complaints procedure in the same manner as its own employees. This applies only to complaints that do not relate to WannaFlex as an employer, all the above insofar as no other statutory obligations apply.

Article 27. Liability

- 27.1. The Client is liable during the term of the Agreement for any loss incurred by WannaFlex, the Employee or any third party as a result of acts and omissions of the Employee. WannaFlex is not liable for any damage or loss incurred by the Client as a result of acts and omissions of the Employee. The Client indemnifies WannaFlex against any liability (including costs and the actual costs of legal assistance), either direct or indirect, in respect of the damage and loss referred to in this paragraph.
- 27.2. WannaFlex will endeavour to perform the Agreement as a reasonably competent contractor. However, WannaFlex is not liable for any damage resulting from the deployment of Employees who are found not to meet the requirements set by the Client, unless the Client submits a Written complaint to WannaFlex within a reasonable period after the start of the Posting, proving intent or deliberate recklessness on the part of WannaFlex in the selection of the Employee.

Article 28. Intellectual and industrial property

- 28.1. At the Client's request, WannaFlex will have the Employee sign a Written statement to ensure or promote, to the extent necessary and possible, that all intellectual and industrial property rights to the results of the Employee's work accrue to or are or will be transferred to the Client. If any fee is payable by WannaFlex owes



- to the Employee in this respect or if WannaFlex otherwise incurs costs, the same fee or costs are payable by the Client to WannaFlex.
- 28.2. The Client is free to enter into an agreement directly with the Employee or to submit a statement to him or her to be signed regarding the intellectual and industrial property rights referred to in paragraph 1 of this article. The Client must notify WannaFlex of its intention to do so and provide WannaFlex with a copy of the agreement/statement drawn up in this regard.
- 28.3. WannaFlex is not liable towards the Client for any fine or penalty that the Employee forfeits or for any loss incurred by the Client as a result of the Employee invoking any intellectual or industrial property right.

PART C: WORK BY SELF-EMPLOYED PERSONS

Article 29. Duration and termination of the Agreement

- 29.1. An Agreement is entered into for a fixed term, namely for the duration stated in the Agreement or for the duration of a project (a "Fixed-Term Agreement").
- 29.2. A Fixed-Term Agreement ends by operation of law on the expiry of the agreed time or on the occurrence of a objectively determinable event agreed on beforehand.
- 29.3. A Fixed-Term Agreement cannot be terminated by the Client prematurely, unless otherwise agreed In Writing. If a premature termination option has been agreed, termination must take place In Writing, subject to a notice period of three months for the Client. WannaFlex may at any time terminate the Agreement prematurely subject to a notice period of one month.
- 29.4. Each Agreement ends with immediate effect on the basis of notice of termination at such time as either Party terminates the Agreement because the other party:
- is in default;
 - ceases its operations, enters into an arrangement with all its creditors, is wound up, goes into liquidation or ceases its activities; or
 - is declared bankrupt or applies for a suspension of payment, or a petition in its bankruptcy or for a suspension of payment is filed against it.
- 29.5. If WannaFlex terminates the Agreement on any of these grounds, that will not give rise to any liability on the part of WannaFlex for any loss consequently incurred by the Client. All claims of WannaFlex will become immediately payable as a result of termination.

Article 30. Client Rate

- 30.1. The remuneration payable by the Client to WannaFlex is calculated by multiplying the agreed Client Rate by the hours worked by the Self-Employed Person or (if this number is higher) over the hours to which WannaFlex is entitled under the Agreement or these General Terms and Conditions, regardless of the actual number of hours worked by the Self-Employed Person. Commuting expenses are included in the Client Rate. VAT is charged on the total fee payable by the Client to WannaFlex.

Article 31. Liability

- 31.1. WannaFlex is not involved in the performance of the work and is therefore not liable for any loss or costs that may arise from acts or omissions by the Self-Employed Person, except in the event of intent or gross negligence on the part of WannaFlex. The Client indemnifies WannaFlex against any liability (including costs and the actual costs of legal assistance), either direct or indirect, in respect of the loss or costs referred to in this paragraph. Any liability of WannaFlex is limited to the provisions of Article 6 of these General Terms and Conditions.
- 31.2. The Client is responsible towards WannaFlex for complying with the obligations arising from Article 7:658 of the Dutch Civil Code, the Working Conditions Act and related regulations in the field of workplace safety and good working conditions in general.

Article 32. Replacement

- 32.1. WannaFlex is free to arrange for replacement if the Self-Employed Person is unable to perform the work.
- 32.2. The replacement for the Self-Employed Person must meet the same objective and necessary qualifications as the Self-Employed Person.

Article 33. Invoicing and time records

- 33.1. Unless otherwise agreed in writing, the Client must inform WannaFlex of the hours worked no later than on the fifth calendar day of month following that in which the hours were worked. The Client is responsible for the manner in which the time records are made available to WannaFlex. WannaFlex then sends the invoice to the Client by return, no later than five days after receiving the time records.
- 33.2. If the time records passed on by the Client do not correspond to the time records that WannaFlex has received from the Self-Employed Person, WannaFlex may base the hours (and thus the invoice) on the Self-Employed Person's statement, unless the Client can prove that the data it has stated are correct. If it so wishes, WannaFlex may set off the amount in question or otherwise include it in the invoicing process in the following month.



- 33.3. The Client must ensure that it submits the hours in a timely manner, so that WannaFlex has the time records at its disposal immediately after the week in which the Self-Employed Person provided services.
- 33.4. If the Client has not submitted the hours worked to WannaFlex in a timely manner, WannaFlex may, without further notice, draw up the invoice based on the time records received by the Self-Employed Person and that invoice amount is payable by the Client to WannaFlex also if the Self-Employed Person's time records are found to be incorrect, unless the time records provided by the Self-Employed Person contain inaccuracies that are apparent to WannaFlex.

Article 34. Non-solicitation clause

- 34.1. During the term of the Agreement and for a period of one year after its termination, the Client may not have the Self-Employed Person enter the Client's employment or otherwise have him or her perform or arrange for the performance of work, paid or unpaid, directly or indirectly, for the Client or affiliated businesses, without WannaFlex's agency.
- 34.2. For the purposes of this article, 'Self-Employed Person' also means a Self-Employed Person (or prospective Self-Employed Person) who has been introduced by WannaFlex to the Client. In that case, the Client may not, within one year after the Self-Employed Person has been introduced to the Client, have the Self-Employed Person enter the Client's employment or otherwise have him or her perform or arrange for the performance of work, paid or unpaid, directly or indirectly, for the Client, without WannaFlex's agency.
- 34.3. If any provision of this article is breached, the Client forfeits to WannaFlex an immediately payable penalty, not subject to set-off, of €25,000 per breach, plus a penalty of €1,000 per day or part of a day on which the breach continues, notwithstanding WannaFlex's right to demand performance or claim full damages.
- 34.4. In the unlikely event of false self-employment and invalidity of this non-solicitation clause, Article 24 of these General Terms and Conditions applies *mutatis mutandis*.

PART D: RECRUITMENT AND SELECTION

Article 35. Execution

- 35.1. The manner of execution of the assignment and the duration of the assignment are described in the Agreement or in the Offer.
- 35.2. WannaFlex will use its knowledge of the job market to search for a suitable Candidate for the position identified in the Assignment at the Client. WannaFlex is under a best-efforts obligation towards the Client in this regard.
- 35.3. The Client must provide all the data that WannaFlex reasonably needs to execute the assignment given to it for the recruitment and selection of a Candidate under the Agreement. An intake interview will also be held between WannaFlex and the Client to this end. In that intake interview, based on the data provided by the Client, a profile will be drawn up by WannaFlex, which will be approved by the Client. WannaFlex will recruit and select the Candidates on the basis of that profile.

Article 36. Fee

- 36.1. The Fee to be paid for the assignment is 24% of 12.96 x the fixed gross monthly salary of the selected Candidate on the basis of full-time employment, as it will apply between the Candidate and the Client after the start of the Candidate's employment, subject to a minimum of €12,500, excluding VAT, unless otherwise provided in the Agreement. The Client must immediately send WannaFlex a copy of the signed employment contract.
- 36.2. If an employment relationship, of any nature, is entered into with more than one of the Candidates nominated by WannaFlex, WannaFlex is entitled to charge the full fee per Candidate in accordance with paragraph 1.
- 36.3. WannaFlex will charge 50% of the Fee to the Client the moment the employment contract is signed. The Client must pay that invoice within 14 days after the date of the invoice. WannaFlex will charge the remaining 50% of the fee after the probationary period that applies to the Candidate has expired, provided that the Candidate is still employed at the Client at that time (see also Article 38 of these General Terms and Conditions). If no probationary period has been agreed, WannaFlex will charge 100% of the fee the moment the employment contract is signed and Article 38 of these General Terms and Conditions does not apply.
- 36.4. The fee referred to above includes the costs for the assignment executed by WannaFlex. All additional costs, such as the travel expenses incurred by the Candidate(s) selected in respect of the interviews conducted at the Client, costs associated with any psychological or other test, and advertising costs, will be payable by the Client.
- 36.5. The Fee is payable by the Client the moment the Client enters into an employment contract or other contract with the Candidate (subject to Article 36.3 of the General Terms and Conditions), or the moment the Candidate otherwise starts the performance of the work or the provision of the services at or for the Client.

Article 37. Liability

- 37.1. Only the Client is responsible for the ultimate decision to enter into an employment contract with a Candidate selected by WannaFlex and for the content of that employment contract. WannaFlex is therefore in no way liable for any loss, in the broadest sense, directly or indirectly caused by the Candidate supplied by WannaFlex.
- 37.2. WannaFlex will make reasonable efforts to nominate a potentially suitable Candidate in a timely manner. WannaFlex will not be in breach towards the Client and will not be liable for any damages or costs towards the Client if, for any reason, WannaFlex is unable to nominate a Candidate or is unable to do so in a timely manner.
- 37.3. WannaFlex is not liable if a Candidate nominated by it does not wish to enter into an employment relationship with the Client or if an employment relationship entered into is terminated, prematurely or otherwise.
- 37.4. WannaFlex is not liable if the Candidate is found not to meet the Client's requirements or expectations, except in the event of intent or gross negligence on the part of WannaFlex. Notwithstanding the above, any liability on the part of WannaFlex is limited to the provisions of Article 6 of these General Terms and Conditions.

Article 38. Termination during probationary period

- 38.1. If the employment contract between the Client and the Candidate is terminated by the Client or the Candidate during the probationary period that applies to the Candidate, WannaFlex will not charge the second 50% of the fee to the Client (in accordance with Article 36.3 of the General Terms and Conditions), unless:
 - a. the Client fails to notify WannaFlex in writing within three days after termination by the Client or by the Candidate;



- b. the termination is the result of the Client amending or failing to comply with the employment contract or agreements made;
 - c. the Client has not paid all the amounts invoiced by WannaFlex in a timely manner; or
 - d. the Client has failed to comply with the conditions described in these General Terms and Conditions.
- 38.2. If this situation occurs, the first 50% of the fee will therefore remain due. In that case, WannaFlex will endeavour to find a new Candidate for the Client, for the fee referred to in Article 36.1 of these General Terms and Conditions.

Article 39. Entry into direct employment or other relationship with the Candidate

- 39.1. The Client may not employ a Candidate nominated or in any manner introduced by WannaFlex, or have him or her perform work, within twelve months after the withdrawal, expiry, termination or failure of the Assignment. In the event of breach of or failure to comply with this provision, an immediately payable penalty is payable by the Client to WannaFlex in the amount of €25,000, excluding VAT, on the understanding that WannaFlex may claim full damages instead of the penalty.
- 39.2. If Client itself introduces a Candidate to a third party (including group companies and/or companies affiliated to Client) who was introduced by WannaFlex and this introduction results in an employment contract or other form of deployment at or for that third party, an immediately payable penalty is payable by the Client to WannaFlex in the amount of €25,000, excluding VAT, on the understanding that WannaFlex may claim full damages instead of the penalty.
