

ADDITIONAL TERMS AND CONDITIONS WIBA IT

1. Definitions

General Terms and Conditions	The ICT ~ Office Terms and Conditions (Module General and Module 7 Detachment Service), as deposited with the Chamber of Commerce of Central Netherlands under number 30174840;
AAV	The Additional Terms and Conditions of WIBA IT;
Client agreement;	A (legal) person with whom WIBA IT concludes an
Contracted employee Agreement	A (legal) person available to WIBA by partners of WIBA; An agreement of order between the Parties under which the contracted employee is made available to Client through WIBA IT;
The parties	Client and WIBA IT jointly;
WIBA IT	The Private Company WIBA IT B.V. or other companies belonging to the WIBA IT Group.

2. General provisions

- 2.1 The Terms and Conditions and the AAV apply to each Agreement. Client has taken note of the General Terms and Conditions as well as the AAV and agrees with the contents of this. Both the General Terms and Conditions and the AAV are published on the WIBA IT website (www.wiba-it.nl).
- 2.2 In the event of a breach of the General Terms and Conditions, the provisions prevail in the AAV. In the event of a conflict between an Agreement and the AAV, the provisions of the Agreement prevail.

3. Education for the contracted employee

The Client allows the Contractor to follow courses during the agreed working hours, up to a maximum of five working days per year. The costs associated with this will be paid by WIBA IT, unless a Contractor is following courses on behalf of the Client.

4. Price

- 4.1 WIBA IT is entitled to amend the applicable rates in writing on a period of at least one (1) month. WIBA IT also has the right to adjust the prices according to the CBS Consumer Index annually.
- 4.2 During working hours outside 07.00-18.00 hours during working days and on public holidays the following charges apply to the agreed contract rate:
- Monday 00.00 - Friday 24.00: + 50%
 - Saturday 00.00 - Sunday 24.00: + 100%
 - General public holidays from 00.00 - 24.00 hours: + 200%
- 4.3 Overtime will only be reimbursed in accordance with the above-mentioned surcharges and if this is done on request and after written approval from the Client.
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- 4.4 The hourly rate includes travel and subsistence costs according to the agreement and the specified workplace in the agreement. Travel and subsistence expenses to places other than the venue will be charged separately.

5. Billing and payment

- 5.1 Invoices shall be paid without payment of a discount or settlement or suspension within thirty (30) calendar days after receipt of the invoice by transfer to a bank account denoted by WIBA IT in euros. Complaints about the invoice and / or the work performed must be submitted within five (5) calendar days after the invoice date / date of work in writing and clearly mentioning the complaint at WIBA IT. The disputes of a (part of) an invoice do not relieve the Client of the obligation to contest the uncontested invoices within the applicable term comply. After this date, complaints will no longer be processed and the Client has processed his rights in this regard.
- 5.2 WIBA IT, by way of derogation from article 6:96 paragraph 5 of the Dutch Civil Code and by way of derogation from the Decree compensation for extrajudicial collection charges, entitles to payment of extrajudicial (debt) costs, which are set at an amount equal to 15% of the total outstanding principal with a minimum of €150, - for each partial or fully unpaid leave bill.
- 5.3 WIBA IT may - if, in its opinion, the Client's credit rating has been seriously reduced and the risk of payment powers is present - to request advance payment or a guarantee such as a bank guarantee. The client is obliged to comply with this request, failing which WIBA is entitled to dissolve the Agreement immediately.

6. Bid of non-acquisition

In violation of the takeover ban contained in the General Terms and Conditions, the Client forfeits to WIBA IT an immediate and non-legal fine of twenty five thousand euros (€25,000) per offense and five thousand euros (€5,000) for each day that the violation continues, without prejudice to WIBA IT's right to compensate for the actual damage incurred.

7. Duration Agreement

In addition to the General Terms and Conditions, WIBA IT is entitled to send an invoice to the Client if Client during the term of notice Commissions Manager not (or less than before) unless otherwise agreed in writing. This invoice will be the average invoice amount per month invoiced during the preceding period of the Agreement.

8. Non-intellectual Property

All intellectual property rights arising from the Agreement are granted to the Client. To the extent that a further document is required for the transfer of such rights, WIBA IT and, if applicable, the Contractor will, at the first request of the Client, sign such a sign.

9. Other

- 9.1 WIBA IT has the right to change the General Terms and / or the AAV unilaterally. These changes also apply to agreements already entered into and replace the existing conditions. WIBA IT takes into account the reasonable interests of its client. Changes will take effect thirty (30) days after written / digital disclosure of the content by WIBA IT to Client.
- 9.2 If and to the extent that enforceable provisions do not prevent them, all (any) claims on WIBA IT will expire in the course of twelve (12) months from the date of the claim.