

FlexPeople – Standard Terms for Time-Based Consultant Services

Consultancy assistance without managerial authority

1. Scope of the agreement

Agreements comprising consultancy services in the IT field. The service consists of time delivered according to the agreed period, by the agreed consultant, and at the price specified in the order confirmation sent. The parties agree to collaborate throughout the process with a positive, professional, and responsible attitude. The parties shall demonstrate the flexibility that may be considered reasonable and customary in the execution of similar services. The parties shall inform each other regularly of any matter that is deemed to have relevance to the execution of an appropriate contractual process.

2. Period

The client is obligated to purchase the agreed-upon number of hours within the period specified in the order confirmation sent. The client has managerial authority over the consultant regarding their work tasks, and it is therefore the client's responsibility to make full use of the consultant's time during the period.

3. Payment and Prices

FlexPeople ApS accepts a payment term of 8-30 days, which is part of the negotiation regarding price. Payment is made after the invoice, which is based on the time consumed. If payment is made after the due date, interest will be added according to the interest law. Payment can only be made with a releasing effect to FlexPeople ApS.

FlexPeople ApS reserves full ownership rights. Agreed hourly rates apply to consulting services performed within normal working hours, i.e., on weekdays (Monday-Friday, excluding holidays) between 07.30-17.30. If the customer requests consulting services between 17.30-21.00, an additional charge of 50% of the agreed hourly rate will apply. An additional charge of 100% of the hourly rate will apply for services performed between 21.00-07.30, on Saturdays, Sundays, and holidays. Work performed outside normal business hours and on weekends in accordance with services rendered will only be performed after an agreement with the customer, as FlexPeople ApS is not entitled to the stated surcharges otherwise. If emergency consultant assistance is requested, FlexPeople ApS is entitled to a one-time fee of 3,000 DKK unless otherwise agreed. An additional charge of 100% of the fee applies outside normal working hours.

Unless otherwise agreed, travel will be invoiced at half the hourly rate. Travel is invoiced from the location where the consultant is attached but never for more than the actual travel (e.g., from the consultant's residence). Bridge, ferry, and any hotel bills are invoiced at actual cost.

If not otherwise agreed, standby shifts where the consultant is requested to be available will be invoiced at 25% of the agreed hourly rate for the agreed period plus the agreed hourly rate per commenced hour. If the customer cancels or postpones an appointment for consulting assistance less than 5 working days before the agreed date, 50% of the agreed fee will be paid. If the customer cancels or postpones less than 1 working day before the agreed date, the full fee will be paid. Hourly rates may be adjusted annually as of January 1 without prior notice. Unless otherwise stated, offers are valid for 30 days from the date of the offer.

4. Rights

The customer must provide the necessary equipment for the consultant to use in solving the task, and this must be insured by the customer. The customer must also ensure that the consultant returns borrowed equipment upon completion of the task. This also applies to any access cards and phones. It is also assumed that the customer provides lunch and canteen arrangements. Since FlexPeople ApS cannot supervise the consultant in the customer's environment, it is the customer who is fully responsible for ensuring against any misuse of any kind, as FlexPeople ApS has transferred the instruction and follow-up powers to the customer when the agreement was entered into. The parties shall continuously inform the other party of any legal action taken by a third party against one of the parties in connection with the task. Neither party is entitled to transfer the rights or obligations under this agreement to a third party without written consent from the other party.

5. Confidentiality

The parties, as well as their employees, subcontractors, and advisers, must observe unconditional confidentiality regarding any information about the other party's trade secrets, business concepts, business connections, and other confidential matters, such as employee relations, which are known in connection with the preparation, conclusion, and performance of this agreement and tasks. However, the confidentiality obligation does not apply to (I) disclosure with written permission from the protected party, (II) disclosure required by a public authority under applicable law, and (III) disclosure for the purpose of resolving a dispute between the parties. The above information may only be stored, used, and communicated by the parties as part of fulfilling the agreement. This must be done in a proper manner with at least the same care that the receiving party applies to its own trade secrets. In the case of agreements concluded between the consultant and the customer, including confidentiality agreements and agreements on other obligations, the customer must send a copy of such agreements to FlexPeople ApS as they are part of the consultant's employment relationship.

6. Deficiencies and Powers

It is further confirmed that if the consultant becomes long-term sick or for any other reason fails to solve the tasks agreed upon by both parties, FlexPeople ApS will replace the consultant with a consultant with similar competencies as far as possible. If FlexPeople ApS cannot



replace the consultant, the confirmed delivery will be considered canceled. In case of any replacement of the consultant, the customer will be responsible for the necessary knowledge transfer. If the delivery of a consulting service is not possible, as there is no physical delivery, the agreement is terminated with immediate effect if the other party becomes insolvent, declared bankrupt, or goes into liquidation, or if a debt collector or similar under applicable law takes control or possession of or is appointed to most or all of the other party's assets. If the estate has the right to enter into the agreement pursuant to the rules of the bankruptcy law, the estate shall, upon request, within a period of 5 working days, notify whether it will enter into the agreement.

7. Indemnification and Liability

Neither FlexPeople ApS nor the customer is liable for breach that can be attributed to circumstances beyond the parties' control and which the party should not have taken into consideration at the time of signing the agreement and could not have avoided or overcome, including government intervention, war, fire, epidemic, strike, lockout or similar cases. FlexPeople ApS is liable under Danish law's general rules on compensation for errors or omissions in the solution of the task. Claims for compensation must be made against FlexPeople ApS immediately after the time when the customer, with ordinary diligence, is or should be able to assert its claim and no later than 3 months, as the right to assert the claim is otherwise forfeited. It is essential for FlexPeople ApS that the customer commits to participating in FlexPeople's quality follow-up, as this is FlexPeople's opportunity to follow up on whether the consultant is delivering a satisfactory service. Any liability for damages between the parties may not exceed the invoiced amount according to the relevant order confirmation covering the current consultant.

8. Insurance

All of FlexPeople's consultants are subject to mandatory employer insurance.

9. Dispute Resolution and Arbitration

The agreement is governed by Danish law, except for Danish choice of law rules to the extent that they point to a different choice of law than Danish law.

10. Occupational Health and Safety Legislation

In accordance with occupational health and safety legislation, the consultant is subject to the rules covering the customer's occupational health and safety organization and must therefore be instructed in what is covered by the workplace where the task is being performed.

11. Changes

The consultant is employed by FlexPeople ApS or under contract with FlexPeople ApS, which is why employment-related changes and conditions in general must be agreed upon through FlexPeople ApS. Changes and additions to this agreement cannot be enforced unless they are agreed upon in writing between the parties. The same applies to any approval, acceptance, or consent in connection with the agreement. The parties agree that if any of the above terms are set aside as invalid, this shall not affect other provisions of the agreement. The provisions that may be set aside shall be replaced to the widest possible extent with provisions that are in accordance with the parties' intentions, as set forth in the original wording of the agreement.