



## Licence agreement – Virtual Office Software

### PARTIES:

1. Flexado B.V., established at Liessentstraat 9a at 5405 AH Uden, registered with the Chamber of Commerce under number 53180712, hereby lawfully represented by Mr. R.P. ten Tije, hereinafter to be referred to as: Flexado

and

2. Partner, who has validly digitally signed this Agreement, hereinafter to be referred to as: Partner.

### WHEREAS:

- Flexado is a provider of (flexible) workplaces in the broadest sense;
- Flexado has developed software for managing Partner's (virtual) offices and (virtual) customers, hereinafter referred to as "the Software";
- The Software in short is "all-in-one software" for managing Partner's (virtual) offices and (virtual) customers as described on Flexado's website: <https://partners.flexado.com/virtual-office-software/>
- Flexado is the rightful claimant of the Software;
- Partner wishes to acquire a licence to the Software;
- Partner licenses the Software in combination with the Business Partner Agreement enabling Partner to offer its location on the Flexado website and in the Flexado environment;
- Flexado on a temporary basis licenses the Software to Partner on the basis of the provisions of this Agreement;
- The Parties have reached an agreement, which agreement is laid down in this Agreement.

### AGREE AS FOLLOWS:

#### Article 1 The Software

1.1 Flexado hereby grants Partner a licence in respect of the Software equal Partner receives from Flexado the licence to use the Software.

1.2 The Software enables Partner to manage its (virtual) tenants and location(s). Partner can use four modules for this purpose.

1.3 The first module is "compliance" and facilitates the entire AML process including enhanced investigations if warranted and ultimately provides Partner with a complete file containing an assessment (risk: high - medium - low). Partner must then draw its own conclusion. Partner must indicate how compliance should be organised in its country of origin or country of business. In principle, Flexado adheres to the data and information indicated and entered by Partner.

1.4 The second module is "Post". At the touch of a button, Partner's customer automatically receives e-mails that mail has been received at the entered location. In addition, the Software offers the possibility to easily send scanned mail to Partner's customer, where Partner also gets access to the Flexado portal. Partner uploads a file and this then becomes visible in the portal.

1.5 The third module is "Communication". Through standard messages, Partner can communicate with its customers. These communications are visible in the message inbox in the portal.

1.6 The fourth module is the Office Space Module that allows Partner to manage all its locations and customers online in one online location.

#### Article 2 Licence

2.1 Flexado hereby grants Partner a temporary non-exclusive licence in respect of the Software, just as Partner receives and accepts a temporary Licence from Flexado.

2.2 The Licence entails that Partner will have access to the Software and modules mentioned in article 1 with which Partner can manage its (virtual) tenants and location(s), set up compliance and

communicate with its customers through a secure system. Additional modules that are developed and issued later are not included by default and must be concluded additionally.

2.3 Partner is not allowed to transfer the rights and obligations under this licence agreement to a third party (including third parties affiliated to Partner).

2.4 The intellectual property rights to the Software and everything accompanying it (including source code, documentation, etc.) are vested solely in Flexado.

2.5 Partner may not copy, sell or in any way use the Software or the source code and everything accompanying it other than as a licence for its own business in accordance with the provisions of this agreement. Partner shall indemnify Flexado for any damage and costs that would result from this, for example if Partner acts in breach of this Agreement.

2.6 Flexado shall ensure that the Software is kept "Up and Running" and has a best-efforts obligation in this respect. Flexado may from time to time carry out updates/maintenance as a result of which the Software cannot be used for some time or the use of the Software is impaired. No obligation to pay damages, compensation and the like shall ensue from this.

#### Article 3 Duration and termination Licence Agreement

3.1 This agreement comes into force on the date of signing this agreement and is entered into for an indefinite period.

3.2 This open-ended agreement can be terminated in writing with a notice period of one month by the new billing period. A termination can only take place digitally via the portal (the Software).

3.3 Each party is entitled to terminate the Agreement in whole or in part with immediate effect, without any obligation to compensate any damage suffered by that party, if one of the following circumstances occurs:

- a) the other party is declared bankrupt;
- b) the other party is granted suspension of payment (whether provisional or not).

3.4 Flexado is entitled to terminate this Agreement with immediate effect if Partner breaches any material obligation under this Agreement (such as breach of Article 5.1), without Partner having any right to compensation or reimbursement.

3.5 If this Agreement terminates for any reason, Partner undertakes to cease using the Software and to immediately return all relevant documentation to Flexado and not to withhold anything in this respect. Partner shall then be entitled to release all relevant documentation concerning its (active) customers.

#### Article 4 Fee

4.1 The licence fee for the Software consists of the following costs (excluding VAT):

- a monthly fee of €49 per licence including one location;
- per additional added location in the Software a fee of €10 per month;
- per customer not coming through Flexado €1 user fee per month.

4.2 Partner shall pay the licence fee to Flexado, without being entitled to set-off. This can only be done by means of a Credit Card payment in advance, in principle starting after a 30-day trial period. At the time of collection, the number of active customers at that time will be taken into account and based on that data the amount due will be made up, which amount Partner shall owe to Flexado.

4.3 Flexado is entitled to change the amount of the licence fee once a year, for the first time one year after the entry into force of this agreement, in accordance with the applicable CBS index figure.

#### Article 5 Terms of use

5.1 The licence has the following limitations:

- a) Partner may not give the Software and the documentation in the broadest sense of the word to third parties or use them or allow them to be used for the benefit of third parties or resell or license them on.
- b) Partner may not modify or adapt the Software and documentation.
- c) Publication and/or reproduction and copying of the documentation is not permitted.
- d) Partner may only use the Software and documentation for its own organization and the purpose for which the

licence is intended and it will never violate any laws or regulations.

- e) Partner may not develop the Software or similar Software (or have it developed) or redevelop the Software (or have it redeveloped).

5.2 Flexado's liability shall be limited to what its insurer pays out. If in any case the insurer does not pay out, Flexado's total liability shall be limited to an amount of € 500 per event, whereby a series of connected events counts as one event.

5.3 Flexado shall not be liable to Partner for indirect damage, consequential damage, loss of profits and the like, however called, nor for damage caused by auxiliary persons and/or third parties.

5.4 The foregoing limitation and exclusion of liability shall not apply if Flexado (the persons in charge) has acted intentionally or knowingly recklessly.

5.5 Flexado shall not be liable for any damage/costs arising from the fact that Partner has entered incorrect, unclear and/or insufficient data in the system, for example for the compliance module. Partner shall indemnify Flexado for any damage/costs Flexado may suffer as a result.

5.6 The Parties shall make every effort to prevent confidential information of the other Party coming to the knowledge or into the hands of third parties. This shall not apply if the disclosing party demonstrates that certain information is already publicly known, other than by breach of this confidentiality obligation or if a party is forced to do so by a competent (judicial) authority.

#### Article 6 Business Partner Agreement and Conditions

6.1 The Software may be used by Partner in execution of the Business Partner Agreement. In that situation, this Agreement is linked to the Business Partner Agreement. However, the Business Partner Agreement has (partly) different conditions and also a different term/cancellation period.

6.2 If Partner adds its location(s) on the Flexado website/environment, Flexado thereby offers this location and services to (potential) customers of Flexado. The provisions of the Business Partner Agreement explicitly apply to the services in that situation.

6.3 By signing or accepting this licence agreement, Partner also agrees to the applicability of the Business Partner Agreement and its contents, which agreement is attached to this licence agreement as Annex 1. If the Parties have already entered into a Business Partner Agreement with each other, that Agreement remains valid and applicable.

6.4 If Partner does not add its location(s) on the Flexado website/environment and only uses the Software, the Business Partner Agreement shall not apply.

6.5 This Agreement, and if applicable also the Business Partner Agreement, are subject to Flexado's General Terms and Conditions (Annex 2) and Privacy Statement (Annex 3). By signing or accepting this Agreement, Partner agrees to the applicability and content of these Annexes. These attachments can also be downloaded from:

- <https://flexado.com/privacy-statement/>
- <https://flexado.com/wp-content/uploads/2022/11/2022-2023-Algemene-voorwaarden-Flexado-B.V.-.pdf>

#### Article 7 Other

7.1 This licence agreement is governed exclusively by Dutch law. The court of the District Court Midden-Nederland location Utrecht has exclusive jurisdiction in any dispute between the parties relating to this licence agreement.

7.2 The provisions in the preamble apply to this licence agreement.

7.3 Partner signs this Agreement digitally and by digitally signing this Agreement, Partner agrees to the contents of this Agreement as well as to the applicability and contents of the Annexes.

#### Annexes

Annex 1: Business Partner Agreement

Annex 2: General terms and conditions Flexado

Annex 3: Privacy statement Flexado

Flexado B.V.

Mr. R.P. ten Tije – CEO

Handtekening:



Bedrijfsnaam:

Contactpersoon:

Handtekening:



## Annex 1: Business partner agreement

Flexado B.V., established at Liessentstraat 9 a, 5405 AH Uden (Netherlands), represented by Mr R.P. ten Tije, hereinafter referred to as "Flexado".

### Recognizing:

- That Business Partner has (and/or) the disposal of office space, meeting space and flexible workplaces (coworking), etc. at locations as indicated among others on the website of the Business Partner which is intended to be made available to third parties, hereinafter referred to as "the location";
- that Flexado offers services and associated services on behalf of Business Partner to Customers of Flexado, hereinafter to be referred to as "Services";
- Flexado enters into an agreement in this respect with its Customers in respect of the location subject to Business Partner's consent;
- that Business Partner does not need to make any additional investments in connection with this cooperation;
- that the parties wish to lay down their mutual legal relationship in writing in this agreement.

### AGREE AS FOLLOWS:

#### Article 1

##### Content of co-operation

1.1 If Flexado introduces a customer who wishes to use the services of Business Partner, Business Partner will offer and provide the offered services to the customer.

1.2 Business Partner warrants and guarantees that the services offered by Business Partner can be soundly delivered and are also permitted by law.

1.3 Flexado is entitled to offer the services, as indicated in the MyFlexado portal, at Business Partner's location to third parties. Flexado will enter into an agreement with a third party subject to Business Partner's consent. Flexado will provide the Customer's required data to Business Partner digitally as soon as it is complete.

1.4 Business Partner shall as soon as possible, but no later than within two working days after Flexado has requested permission from Business Partner, inform Flexado in writing (by e-mail) whether it has any objections to the relevant Customer and what those objections are based on, failing which the permission shall be deemed to have been granted.

1.5 Both Flexado and Business Partner are entitled to refuse Customers for reasons of their own. Such refusal must take place within two working days after the Customer has been delivered.

#### Article 2

##### Commencement and duration of cooperation

2.1 This agreement has been entered into for an indefinite period of time and may be terminated by either party with due observance of a notice period of 6 months towards the end of the calendar month.

2.2 Parties may immediately terminate this agreement without observing a notice period in case of (an applied for) bankruptcy or suspension of payment of one of the parties or if one of the parties liquidates its company or an intention to do so is known.

#### Article 3

##### Guarantees

3.1 Business Partner warrants that:

- Flexado may mention the name of Business Center(s), the services and photographs of the Business Center(s) on the website of Flexado and affiliates;
- It applies the prices as specified in the MyFlexado portal.
- Business Partner will provide a representative location with associated services.

- Business Partner will ensure that the location is at all times suitable for sound rental and will comply with the statutory regulations.

#### Article 4

##### Payment and commission fee

4.1 Flexado pays Business Partner automatically on the basis of the current subscriptions. Business Partner can find these in MyFlexado. Invoices sent to Flexado are considered unsent and not binding for Flexado.

4.2 Booking of agreed costs can only be done in MyFlexado and only in the month in which the costs were incurred. Costs charged in any other way are ignored by Flexado and are not binding on Flexado.

4.3 Flexado is not obliged to pay out Business Partner in respect of customers with 'service stop' or similar status. In respect of amounts received by Flexado from that relevant customer, commission will be paid (retrospectively).

4.4 Business Partner will receive a commission per customer introduced as set out in article 7.

4.5 Business Partner is not permitted to invoice any Flexado Client directly, except with Flexado's express written consent.

4.6 Any start-up costs shall accrue to Flexado.

4.7 If the Client recovers payments from Flexado on good grounds, Business Partner shall in turn be obliged to pay the related amounts to Flexado.

#### Article 5

##### Contract arrangements

5.1 Business Partner commits to contract terms between Flexado and the customer such as the agreed term, notice period (minimum 6 full calendar months) and payment frequencies.

5.2 Business Partner is allowed to make indexations to existing customers and to adjust prices on an interim basis. However, price changes (not due to indexation) only apply in relation to new customers. A condition for all this is that this takes place in consultation and with the consent of Flexado.

#### Article 6

##### Liability

6.1 Flexado's total liability to Business Partner shall be limited to direct damage and to what Flexado's insurer pays out in any case. If Flexado's insurer does not pay out, Flexado's liability shall be limited to an amount of € 500 per event. A series of connected events counts as one event.

6.2 Flexado shall not be liable to Business Partner for indirect damage; consequential damage; loss of profits and the like, however called, nor for damage caused by auxiliary persons and/or third parties.

6.3 The limitation of liability in article 6.1 and the exclusion of liability in article 6.2 do not apply if Flexado (the persons in charge) has acted intentionally or knowingly recklessly.

#### Article 7

##### Commission distribution

7.1 The commission distribution between Flexado and Business Partner is as follows:

- Business Partner receives 90% over meeting room rental;
- Business Partner receives 50% over a composite virtual office. As example services such as: business mailing address, business registration address/ domiciliary address, telephone answering service, Flexado Pick Up, etc.;
- Flexado receives 10% over the rent of full-time office space over the first year (based on duration of the agreement).

Customers via Business Partner at another Flexado offered location (worldwide):

- Business Partner receives 10% on the rental of meeting rooms;
- Business Partner receives 10% over the rent of flexible workspaces/day offices;
- Business Partner receives 10% on a composite virtual office.

## Article 8

### Compliance

8.1 Flexado shall ensure a complete file based on the information made available and taking into account the minimum required by the laws and regulations at that time.

8.2 Business Partner can view the customer's file in MyFlexado.

8.3 If reasonable additional data is desired, Business Partner must make a request to Flexado to that effect. Flexado then has 6 months to provide the requested information so that the file is in order. This also applies to companies in formation.

8.4 In case of changes in relevant laws and regulations during the term of the agreement, Flexado has 12 months to put the file in order in accordance with the changed or new legislation.

8.5 Any costs or damages resulting from the failure to notify changes or late notification of changes or required additional information and data shall be for the account and risk of Business Partner and Business Partner shall pay such costs or damages to Flexado upon Flexado's first request. For example, consider the situation where Business Partner does not timely communicate that a location closes and Flexado suffers damage (loses customers) as a result.

8.6 Flexado is entitled to refuse the customer or to deregister the customer at the location, for example, if the customer does not comply with reasonable requests to provide necessary data. Business Partner will cooperate without Flexado being liable in any way for costs or damage.

8.7 Flexado shall in no event be responsible or liable for changes in the Trade Register (of the Chamber of Commerce) (so also for deregistrations of customers at the location of Business Partner).

## Article 9

### MyFlexado

9.1 Business Partner receives access to the MyFlexado portal.

9.2 All data and other information as stated in MyFlexado are leading at all times.

9.3 Through MyFlexado, Business Partner can communicate with the Customer. Business Partner is not allowed to communicate with the Customer in any other way, unless Flexado has given its written consent.

9.4 The data and information as recorded in MyFlexado are confidential and Business Partner guarantees that it will treat these data and information confidentially, will not download or copy them or share them in any way with third parties. All employees of Business Partner who access the data and information do so only for the purpose of this agreement and they are subject to the same confidentiality. Should Business Partner act in breach hereof, it shall be liable to Flexado for any damage suffered and to be suffered and also for any fines from competent (privacy) authorities.

## Article 10

### Applicable law and competent court

10.1 This agreement is governed by Dutch law.

10.2 Any disputes will be solved in mutual consultation as much as possible. Should an amicable solution prove impossible, the dispute shall be submitted to the competent court of the District Court of Midden-Nederland, Utrecht.

10.3 Unless agreed otherwise, all agreements between Flexado and Business Partner shall be subject to Flexado's General Terms and Conditions and Flexado's Privacy Regulations.



Annex 2: General conditions of Flexado B.V.  
in the following called Flexado.

#### Article 1

##### Services

1.1 Flexado B.V.: provider of the services at the location. Flexado is established in 5405 AH Uden, Liessentstraat 9a and is registered at the Netherlands Chamber of Commerce under number 53180712.

1.2 The Client: the natural or legal person with whom Flexado has entered into an agreement or to whom Flexado has issued a quotation.

1.3 The location: the place where Flexado offers the services, flexible workstations, mail service (Business mail address & Service office) and meeting rooms to the Client; the location is managed by a Business partner of Flexado.

1.4 The services: the services offered by Flexado, also specified in the specific conditions.

1.5 Business partner: the owner/manager of the location and the provider of other services.

1.6 The specific conditions: the conditions which are applicable to one or more services of Flexado.

1.7 The agreement: the (on-line) quotation digitally accepted by the client, between Flexado and the Client.

#### Article 2

##### Applicability general conditions and specific conditions

2.1 By acceptance of one (or several) on-line agreement(s), these general conditions constitute an integral part of the agreement(s) between Client and Flexado. Any possible general conditions applied by the Client are emphatically rejected.

2.2 To specific services, in addition to the present general conditions, also the specific conditions for the relevant service apply.

#### Article 3

##### Services

3.1 Flexado offers one or several services, whether or not through a Business partner.

3.2 The conditions and prices of the services are specified in the on-line agreement, as well as in the specific conditions which are an integral part of the agreement.

3.3 If he wants, the Client can make use of the other locations and services offered by Flexado, for the prices and under the conditions which are applicable for the relevant location and services. The Client is aware that the rates and/or conditions may vary according to location and service.

3.4 Flexado makes available services to the Client on condition of the permission of the Business partner.

3.5 If Flexado or the Business partner of Flexado has objections against the entering into an agreement with a certain Client, Flexado is (will be) able not to conclude the agreement with the relevant Client, or to terminate it.

3.6 Flexado has the right at all times, without statement of reasons, to refuse Client for reasons it deems legitimate, or to prematurely terminate the agreement.

#### Article 4

##### Security deposit, invoicing, and payment

4.1 As soon as an agreement between the Client and Flexado has been concluded, the Client is obligated to settle a security deposit to the amount of twice the established monthly sum, as well as the start-up charges in the amount of € 65 excl. VAT. This security deposit serves for additional security for payment of everything which Flexado has or may obtain as a claim on the Client. The Client must constantly make sure that a sum amounting to 2 average monthly invoices is in the possession of Flexado at all times as a security deposit. No interest is compensated over the security deposit and no VAT is calculated over the security deposit either.

4.2 Flexado has the right to forward the invoices electronically (if legally permitted).

4.3 Besides the security deposit, the Client is also obliged to pay the first term invoice in advance.

4.4 The term invoices received from Flexado after must be paid within 14 days after invoice date.

4.5 Amounts paid in advance by the Client are not refunded. Also in the event of the premature termination of the agreement between the Client and Flexado, no refund takes place for amounts paid in advance.

4.6 If the Client does not pay Flexado in time, Flexado may announce, after declaring the default of the Client and the term set has expired without the Client having complied with his obligations, a 'service stop'. This means that Flexado and the Business partner of Flexado have the right to cease the provision of their services with immediate effect.

4.7 The security deposit is repaid within 60 days after termination of the legal relationship between the Client and Flexado, on condition all payable claims have been settled by the Client. If the Client has not yet settled all his debts to Flexado, these debts will first be set off against the security deposit. A possible remaining debt must be paid as soon as possible, but no later than within 7 days after the end of the agreement. A possible remainder of the security deposit will be credited to a bank account number to be indicated by the Client.

4.8 Flexado has the right to annually increase the costs in conformity with the rental price adjustment index published by the statistics institute CBS. 4.9 If you use one of the payment options linked to Flexado's website or invoice, it will be processed by Mollie payment provider.

#### Article 5

##### Cancellation/termination

5.1 The agreement(s) can be cancelled by both parties in writing or by e-mail, with due regard for a notice period of 3 full calendar months, barring deviating written arrangements.

5.2 Flexado has the right to immediately cancel an agreement, without observing a notice period, in case of the bankruptcy or suspension of payment of the Client, or if the application of the debt restructuring scheme is pronounced for Client, or if the Client liquidates his business or if assets of the Client are seized.

5.3 Flexado can also cancel this agreement with immediate effect, without observing a notice period:

- if the Client does not timely settle his payable debts;
- if Flexado receives complaints about the Client;
- if Client falls short otherwise in complying with his obligations.

5.4 If Flexado terminates the agreement for one of the reasons mentioned in article 5.2 or 5.3, the payment obligation of the Client ends at the end of that calendar month in case of a contract for an unlimited time and at the established end date in case of a contract for a fixed period, without the Client being entitled to the continuation of the provided service(s).

5.5 If the relationship between Flexado and the Business-partner ends, for whatever reason, then Flexado has the right to terminate the agreement with the Customer on the same date on which the relationship between Flexado and the Business partner ended.

5.6 Without prejudice to the provisions of Article 5.5, Flexado has the right to cancel the agreement with the Customer if the Business-partner no longer offers its services or the Business Center is closed. The cancellation period is then 1 month, unless the Business-partner indicates an earlier closing date.

#### Article 6

##### Liability

6.1 The liability of Flexado is limited to direct damage resulting from shortcomings attributable to them, under the proviso that the liability is maximized at twice the net invoice amount regarding the relevant services, with a maximum of € 2,500.

6.2 The Client is liable toward Flexado and third parties for damage resulting from the shortcoming(s) of the Client. The Client safeguards Flexado against damage claims of third parties which are the consequence of these shortcomings.

6.3 Flexado is never liable for indirect damage, consequential damage, loss of turnover and/or profit and the likes, whatever they are called.

#### Article 7

##### Other

7.1 It is prohibited for the Client to enter into direct agreements with Business partner(s) within 1 year after termination of the agreement, without the written consent of Flexado.

7.2 The Client guarantees Flexado that he/she will not use the services provided to him/her under this agreement in violation of effective legislation and regulations, nor for immoral or slanderous purposes.

7.3 It is not permitted to the Client to use the name Flexado, either in its entirety or partially, in any manner, nor to combine it within the framework of his/her commercial activities.

7.4 Flexado has the right to unilaterally modify both the general and the specific conditions intermediately.

#### Article 8

##### Sanctions

8.1 If the Client acts in violation of an obligation pursuant to these general conditions, the specific conditions or of an agreement or of further agreements which may result therefrom or from any other existing or future legal relationship, he/she will forfeit, without requirement of any default notice, an immediately payable fine, ineligible for judicial moderation, to Flexado for every violation, to the amount of € 5,000, without prejudice to the right of Flexado to claim full indemnification besides.

#### Article 9

##### Applicable law

9.1 To all legal relationships between the Client and Flexado

Netherlands legislation is applicable.

9.2 All disputes which may arise between parties – in connection with a concluded agreement or with further agreement which may result therefrom or from any other existing or future legal relationship – will be settled by the court in the district of Midden Nederland.



### Annex 3: General conditions of Flexado B.V.

#### Privacy policy Flexado B.V.

We are aware that you are putting your trust in us. Knowledge, skill, expertise and trust are important principles to Flexado. We see it as our responsibility to protect your privacy and inform you about this. On this page you can read what information we collect when you use the website and/or services of Flexado B.V. (hereinafter referred to as: "Flexado" or "we") and why we collect this information.

We respect the privacy of all users of our website and of our services and we make sure that the personal information you share with us is treated confidentially. We act in accordance with the General Data Protection Regulation (AVG).

#### 1. Who is Flexado and to whom does this privacy policy apply?

Flexado is a limited liability company, located and office-accommodated in Uden and registered in the Trade Register of the Chamber of Commerce under number 53180712. You can reach us by phone via +31 85 303 25 00 and by email via hello@flexado.com.

This privacy policy applies to:

- customers/relations of Flexado
- potential customers/relations that were contacted by Flexado or that Flexado intends to contact or has contacted
- visitors of the website of Flexado
- people who have received newsletters and emails from Flexado
- all other persons who contact Flexado or whose personal information is processed by Flexado (barring employees of Flexado).

2. What personal information is collected and processed by Flexado? On our website (www.flexado.com) you can see what services and products we offer and you can choose a fitting service/product. Of course you can also choose a service at a later time, for example via email or at our office. If you apply for one of our services or products we ask you to provide the following (personal) information:

Your information:

- NAW information
- gender
- phone number
- email address

Your company information:

- legal form
  - company name
  - CoC number
  - invoice address
  - postal code and city
  - email address
  - if applicable: UBO declaration ("Ultimate Beneficial Owner" or "final interested party")
- IBAN and ascription

When you send emails or other messages to us, for example via a form on our website, we save those messages. Sometimes we ask you for personal information that is relevant in a particular situation. This makes it possible to process your questions and

answer your requests. The information is stored on our own secured server and a third party server (the party that the work agreement is entered with).

We process personal information that you have provided to us, personal information generated during your visit to our website and while you were reading news articles and personal information that we got from other sources.

Personal information provided by you:

- contact information and other personal information that is necessary to execute the agreement.
- contact information and other personal information entered in contact forms or other web forms or via email.
- contact information provided during introduction consultations, events, courses, seminars etc. like information on call cards.

Personal information provided via or generated by our website, electronic news messages, emails or related technologies:

- IP number
- your surfing behavior on the website, like information about the first visit, next visit and current visit, the viewed pages and the way in which the website was navigated.

- whether you open a news message or email and on which parts of those you click.

Personal information provided by other sources:

- personal information available on public corporate social media platforms like Facebook and LinkedIn.
- personal information from the Trade Register of the Chamber of Commerce and from the Cadaster.
- personal information available on corporate websites.

Our website contains hyperlinks to websites of other parties and social media buttons. We are not responsible for the content of these websites or the services of the social media platforms in question. We are also not responsible for the privacy policy and the use of cookies on those websites and social media platforms

Automatically generated information:

In order to let the website function ideally, automatically generated information about your use of the website is collected and processed. Among other things, optimizing the service consists of technical adjustments, for example to show pages properly and secure the website. The information that is collected consists of the type device (like computer, mobile phone, tablet) that you use, your IP address (number of your device which makes it possible to recognize your device), the type of browser, the operating system you use, the pages you visit on the website and the items you look at.

#### 3. For what goals and based on which legal grounds is the collected information used?

Your information will be used for the following goals and based on the following legal grounds:

- The use is necessary to execute an agreement in which you are one of the parties.
- Complying with legal obligations.

Processing the information is necessary for the representation of the justified interests of Flexado.

To send you information about our own products and services (marketing purposes); to respond to questions and/or complaints you have and to secure, adjust and improve the website. You have given permission for the use or processing of the information. This is necessary to comply with a legal obligation that Flexado has, such as:

Providing information about you to third parties if you have given permission for this or based on laws and/or regulations.

We want to keep you up to date on the development of our products and services. If, for example, there is an expansion of the

possibilities regarding the services and/or products, we can let you know. We can also keep you up to date on news messages. If you no longer want to receive emails from Flexado, you can make this clear by sending an email to [hello@flexado.com](mailto:hello@flexado.com). You can also unsubscribe from the emails we send at all times, via a link for unsubscription.

Use by third parties:

If you give us personal information in connection with our services, this personal information will not be shared with third parties, except and insofar as this is expressed by the privacy policy. We can share your information with third parties, insofar as you have expressly given permission to this in relation to a certain third party and this is necessary within the context of your use of our services/products and/or insofar as this information cannot be traced to you personally (such as automatically generated information).

This way, we can call upon third parties and outsource work. These third parties will only process your personal information upon request and for the benefit of (the goals of) Flexado. In some incidental cases, the information can be shared internally, when it has positive consequences for the service to the customer. The employees from Flexado are obliged to respect the confidentiality of your information.

Finally, we can share your information with third parties if Flexado is obliged to do this based on law and/or regulations.

Hyperlinks from third parties:

The website can contain hyperlinks that will take you away from the environment of Flexado and to the website of another party. Flexado does not have control over services and/or websites of third parties that they link to. It could be that another privacy statement applies to these services and/or websites of third parties. This privacy policy only applies to the (personal) information processed by Flexado. Flexado accepts no responsibility or accountability whatsoever for (the processing and/or contents of) services and/or websites of third parties.

4. How long does Flexado save personal information?

Your personal information is saved with care and no longer than is necessary for the goal it was provided for. Unless Flexado is legally obliged to store your information for longer, Flexado operates according to the legal storage terms.

5. Where is your personal information stored?

Your information is stored on own secured servers and on secured servers of a third party. Flexado uses servers from Flexwebhosting B.V.

For the processing of your personal information we can be assisted by providers ("processors") who only process personal information upon our request. With these processors, we enter into a processor agreement, which complies with the requirements of the General Data Protection Regulation (AVG). For example, we work with providers who provide software and/or hosting services.

Furthermore, there are ICT providers who give us support in keeping our systems safe and stable. We also use services of third parties to send newsletters and commercial emails. These are examples of parties that can be designated as providers as meant in the General Data Protection Regulation (AVG).

6. In what way is your personal information protected?

We have taken fitting technical and organizational measures to secure your personal information against loss or any form of wrongful processing. Our website has sufficient protection (like https) and we use a professional system from Zoho CRM, with personal passwords that are changed regularly. If applicable, paper files are stored in a locked cabinet, which can only be opened by the employee in charge. For more information about how our security is specifically structured, you can get in touch via [hello@flexado.com](mailto:hello@flexado.com).

7. Cookies

Via this website ([www.flexado.com](http://www.flexado.com)) Flexado can use cookies. This will save information to the hard drive of your device in the form of a text file. Cookies are used to make the website as user-friendly as

possible, or to get information about the quality and effectiveness of the website. Flexado uses Google- and Zoho Analytics to process cookies. For this, Flexado has entered into a processing agreement with Google and the information is processed anonymously. Furthermore, 'sharing information' is disabled, and no other Google-services are used aside from Google Analytics-cookies.

8. Perusal, improvement and transferability of your information

If you want to see the information about you that has been recorded with us, you can make a request for insight. This request can be sent to [hello@flexado.com](mailto:hello@flexado.com). Flexado will respond to your request for insight within four (4) weeks. If you want to make changes in the information you have seen through you request for insight, you can make a request for this via the aforementioned email address. You can ask Flexado to change, improve, supplement, remove or shield your information. Flexado will respond to your request within four (4) weeks. If Flexado declines your request, they will explain why the request for editing the information is denied.

You also have the right to receive the personal information provided by you in a customary, structured and readable form, and have it transferred in this form. This request can be sent to [hello@flexado.com](mailto:hello@flexado.com).

9. Can this privacy policy be edited?

This privacy policy can be edited. Developments move fast, and that is why things can also change in the personal information we request from you and the way in which we use your personal information. The changes are announced on our website with the date of the most recent changes. That is why we advise you to view this privacy statement regularly.