

## ANNEX 1 GENERAL TERMS AND CONDITIONS

### ARTICLE 1 SUBJECT OF THE AGREEMENT

The Customer appoints SD Worx as his mandatory for fulfilling his legal obligations as an employer with regard to the National Office for Social Security (hereafter '**NOSS**') and the Tax Collection Administration. All other activities, such as payroll processing and employment administration, with which the Customer charges SD Worx, are governed by the statutory provisions on service contracts.

### ARTICLE 2 SERVICES

SD Worx (or its Affiliates) shall provide to the Customer (or its Affiliates) the services (including any software where applicable) described in one or more Annexes or statements of work ("Services"). Unless explicitly agreed otherwise, the Services do not include any legal, accounting, regulatory or tax advice by SD Worx to the Customer. Affiliates means any corporation, company or entity identified as such in the Statement of Work or any Person that directly or indirectly controls, is controlled by, or is under common control with, a Party, where "control" means the possession, directly or indirectly, or the power to direct or cause the direction of the management policies of a person, whether through the ownership of voting securities, by contract or otherwise. In the context of the Agreement, all entities of the SD Worx group are considered to be each other's affiliates. Each statement of work will form a separate agreement which incorporates by reference the terms and conditions of these General Terms and Conditions, unless expressly amended in such statement of work.

### ARTICLE 3 INFORMATION SECURITY

- 3.1 SD Worx shall make every effort to guarantee the continuity of the Services. However, SD Worx reserves the right if necessary to suspend the Services for a reasonable time for purposes of maintenance or installation without paying compensation.
- 3.2 The Customer is responsible for managing user accounts and authentication tools provided to the Customer for access to SD Worx IT services. User accounts and authentication credentials are unique to a specific individual and shall not be shared with other individuals. SD Worx reserves the right to disable any user's access, at any time, if in SD Worx' opinion the account has been compromised or in the event activities do not comply with the provisions of the Agreement or the terms and conditions of the Services provided.

### ARTICLE 4 OBLIGATIONS OF THE CUSTOMER

The Customer undertakes:

- a) to communicate to SD Worx promptly and in any event within the timings agreed by the Parties, all necessary or useful information and data in a timely, correct and complete manner;
- b) to perform the Agreement in accordance with applicable laws;
- c) to provide all necessary support and to respond to and fulfil any reasonable request by SD Worx in relation to the Services;
- d) to provide SD Worx with all necessary facilities for the fulfilment of its obligations under the Agreement (such as access to the Customer's premises, office and computer facilities, etc.) and to enable SD Worx to access and use all information, data and networks, all the aforementioned limited to such facilities and such access/use reasonably necessary for the performance of the Services; The Customer shall be responsible for managing SD Worx' access rights to aforementioned facilities, including the granting, suspension and withdrawal of such access rights where appropriate. Furthermore, the Customer is responsible for the timely selection, acquisition, configuration, maintenance and good functioning at its own cost and risk all computer systems, software and networks on Customer's side of the point of connection required to receive the Services;
- e) to acquire and maintain the skills allowing it to use the Services in accordance with the Agreement and to ensure the availability of competent and trained staff assigned to implement the tasks required of the Customer under the Agreement;

- f) to promptly communicate to SD Worx any error, omission or non-compliance it has detected in the Services delivered;

The Customer shall be solely responsible for all customer data provided by the Customer, including but not limited to the accuracy, completeness, legality, quality and the timely provision thereof.

### ARTICLE 5 OBLIGATIONS OF SD WORX

SD Worx undertakes:

- a) to use reasonable efforts to perform the Services in a professional manner, with reasonable care and skill in accordance with all laws applicable to SD Worx;
- b) to provide the Services based on and within the limits set by the customer data provided by the Customer. In doing so, SD Worx is entitled to rely on the accuracy, completeness and legality of the customer data provided by the Customer;
- c) if and to the extent SD Worx provides Services on the Customer's systems or premises, to use reasonable efforts to perform the Services in accordance with the Customer's reasonable security related policies and procedures, including the applicable technical and organizational measures for data protection, as applicable on the relevant systems and premises and which do not conflict with the Agreement, if communicated to SD Worx and the relevant SD Worx staff beforehand. If such Customer policies and procedures result in additional costs to SD Worx, SD Worx will pass the proven additional costs on to the Customer upon notifying the Customer thereof;
- d) any agreed upon delivery milestones have been determined on the basis of information communicated by the Customer to SD Worx. These delivery times are merely targets and are agreed and estimated in good faith by the Parties;
- e) to maintain and/or obtain the contractual, regulatory and/or administrative permits and similar approvals necessary for the delivery of the Services;
- f) to use reasonable efforts to timely inform the Customer if SD Worx reasonably believes that continued offering/use of the Services breaches or is reasonably likely to breach the rights of SD Worx or any other person, or applicable laws or regulations.

### ARTICLE 6 NON-SOLICITATION

During the term of the Agreement and for one (1) year immediately following the effective date of termination of the Agreement, the Customer shall not, without the prior written consent of SD Worx, actively solicit the employment or other engagement of, or hire or engage, either directly or indirectly (e.g. as consultant, independent contractor or otherwise), any of SD Worx' employees who will have been directly associated with the performance of the Agreement, or incite a third party to do so. In the event of a violation of this clause, the Customer shall pay to SD Worx an amount equal to one (1) year of gross salary for the employee concerned at the time of termination of the employment contract or engagement contract, including the benefits acquired under the employment contract and the employer's contribution.

### ARTICLE 7 TERM AND TERMINATION

- 7.1 The Agreement is concluded for a period of three (3) calendar years plus the period from the date of signing the Agreement to the next 1 January. Subsequently, it will be tacitly renewed every year for another period of one calendar year, barring termination by either Party, by registered letter, which must be sent on 30 June at the latest. In that case, the obligations of both Parties will end on 31 December of the same year, with the exception of the activities listed below, for which the Agreement only ends on their completion. After 31 December of the year in which either Party terminates the Agreement, SD Worx can only carry out activities referring to the previous year and which are aimed at closing off this period, on condition that the Customer supplies the necessary data to SD Worx for that purpose, within the first two weeks of January.

- 7.2 SD Worx may unilaterally terminate the Agreement in the event of serious breaches on the part of the Customer which may lead to withdrawal of the approval of SD Worx as a social secretariat, as stipulated by the Act of 27 June 1969. In such a case, SD Worx shall inform the Customer of this by registered letter.
- 7.3 The Agreement ends automatically in case of decease, apparent insolvency, liquidation, or bankruptcy of a Party. In case of apparent insolvency or bankruptcy, the Agreement ends by operation of law at the moment the payments to SD Worx are discontinued. In case of premature unilateral termination or unilateral termination without observing the six months' notice, the Customer, terminating prematurely, will owe SD Worx a compensation equal to 80% of the average of the recurring fees and any other recurring charges of the last 12 months, multiplied by the number of months of the remaining term of this Agreement. A minimum compensation amounting to the prices due for a period of six (6) months will apply.
- 7.4 The Agreement may also be terminated upon notice in whole or in part following a Force Majeure Event as provided in Article 10. The termination will be effective upon receipt of such notice.

## ARTICLE 8 FEES AND INVOICING

- 8.1 The Customer undertakes to pay the application and management fees and the agreed prices specified in the Quotation of Services and Prices or statements of work, which constitutes a part of this Affiliation agreement. The application fee is charged once only, on affiliation. The management fees are the fees in consideration of the activities carried out by SD Worx for the Customer in accordance with this Agreement. Unless specified otherwise, the management fees are expressed as a fixed sum per employee. The number of employees is established for the first time on the date of signing the Agreement.
- 8.2 Management costs and agreed prices can be adjusted by SD Worx in the event of i) a change in the number of employees; ii) a change in payment method used by the Customer, iii) a change in the applicable laws which imposes new obligations on the Customer as employer and/or SD Worx as payroll-processor of the Customer; and iv) a change in the scope of the Services. All prices under the Agreement are subject to indexation. All agreed prices will be adjusted every quarter to meet the rising costs of operation. On an annual basis, this price increase will not exceed the adjustment to the index of the consumption prices increased by 1%. The application of this indexation cannot lead to a price reduction.
- 8.3 The management fees and agreed prices are subject to VAT. Unless stipulated differently, they are paid via a direct debit mandate. Orders referring to activities to previous, closed periods are always charged separately. The affiliation and management fees and the VAT due are invoiced by SD Worx and are payable immediately without a discount. In case of non-payment, an interest is owed, from the due date, by operation of law and without notice of default, equal to 1% a month, calculated on the overdue management fees and VAT. All administrative costs and the costs of amicable settlement made by SD Worx to recover overdue management fees and any other loss incurred by SD Worx on account of the default is charged in full to the Customer starting from the 30th day following the date of the invoice, with a minimum of 10% of the overdue management fees and VAT or € 100, whichever is highest.
- 8.4 If the Customer fails to pay two (2) undisputed invoices or invoices disputed in bad faith by the Customer by the required payment date or if SD Worx questions the Customer's solvency, SD Worx is entitled to require the payment of advances from the Customer. When the

Customer fails to pay the management fees and VAT, SD Worx has the right, following written notice, to suspend all further activities for the Customer until the 14th day following payment. In case of repeated non-payment, SD Worx may terminate the Agreement, without prior intervention of any court and without notice of default, at the Customer's expense. SD Worx will notify the Customer in writing in advance the date from which this Agreement is considered terminated, which gives the Customer the opportunity to still pay the unpaid invoices. In that case, a compensation will be due in accordance with Article 7.3. All the consequences of a termination or suspension of the Customer on grounds of the clauses in this Article are to the account of the Customer and fall under his responsibility. The management fees remain due during a period of suspension. SD Worx Social Secretariat ASBL/VZW invoices all Services whereby (i) the Services provided by SD Worx People Solutions NV (i.e. all services other than the Services concerning the legal mandate as described in Articles 1 and 2 of the Annex 2) are invoiced in its own name and for the account of SD Worx People Solutions NV and (ii) the Services provided by SD Worx Social Secretariat ASBL/VZW as described in Articles 1 and 2 of the Annex 2 are invoiced in its own name and for its own account.

## ARTICLE 9 LIABILITY

SD Worx is liable if it is proven that it has not met its obligations as a result of negligence or a faulty course of action. In that case, the Customer can recover the loss incurred and proven from SD Worx. Damages are limited to loss that is the immediate and direct result of SD Worx's fault. A Party cannot claim damages for any other loss that would result from the other Party's fault, such as loss of earnings, business interruption or stagnation, increase of personnel cost and/or the cost of personnel depletion, damages comprising or resulting from claims by third parties, failure to realize anticipated savings or benefits and loss of data, profits, time or revenue, loss of orders, loss of customers, increase of overhead costs, and consequences of a strike, however caused. If the default is rectified by the Party in breach, the other Party cannot claim damages. In any case, SD Worx' maximum liability under this Agreement will not exceed the yearly value of the Agreement for the performance of the Services. In the event of a statement of work, SD Worx' maximum liability shall be limited per statement of work to the yearly value of that statement of work. If SD Worx' aggregate maximum liability as set forth in this Article has been reached, both Parties are entitled to terminate the Agreement without any compensation being due by giving six (6) months' notice. The right to claim damages attributable to SD Worx will be forfeited irrevocably twelve (12) months after the occurrence of the alleged error; the Customer must serve a notice of default within the aforementioned term, providing a detailed description of the alleged error. Nothing in this Agreement shall exclude or limit either Party's liability for: (a) fraud ("bedrog"/"fraude") or wilful misconduct ("opzet"/"dol") of a Party; (b) any liability that cannot, as a matter of law, be limited or excluded; (c) the Customer's obligation to pay the invoices properly due further to Article 8; or (d) a Party's liability for personal injury or death arising from its negligence or fraud or from its directors, Affiliates, officers, employees or subcontractors. This section does not diminish the Parties' respective obligations to mitigate any loss or damage to the extent possible. SD Worx shall not be liable for any breach of its obligations under the Agreement if such breach results from: a) the Customer's failure to comply with the provisions of the Agreement; b) Customer's failure to provide accurate, complete and legal Customer data; c) any suspension of the Services by SD Worx in accordance with the terms of the Agreement; d) any Force Majeure Event.

## ARTICLE 10 FORCE MAJEURE

- 10.1 A Party is released of its obligations in case of force majeure. A Force Majeure Event is any event or circumstance outside the reasonable control of a Party which makes it impossible for the affected Party to (timely) perform its obligations under the Agreement. Examples of Force Majeure Events are war, terrorism, rebellion, riots, explosions, strike or social conflicts, defects in the other Party's equipment and defects in telecommunications and IT equipment of third parties, a third party provider

terminating the agreement with SD Worx with immediate effect without such termination being caused by a material breach of SD Worx.

10.2 Where a Party is delayed or prevented from performing its obligations under the Agreement by a Force Majeure Event, that Party shall notify the other as soon as reasonably possible with details of the Force Majeure Event, its reasonably anticipated effect on the relevant obligations and its estimated duration. The affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event upon the performance of its obligations under the Agreement. As soon as reasonably possible following the end of the Force Majeure Event, the affected Party shall notify the other Party and the Agreement will continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event.

10.3 If any Force Majeure Event prevents a Party from fulfilling its obligations under the Agreement for a continuous period of more than three (3) months, the other Party may terminate the relevant part of the Agreement in accordance with Article 7.4.

## ARTICLE 11 INTELLECTUAL PROPERTY

11.1 Each Party shall respect all intellectual property rights of the other Party and any third party.

11.2 Nothing in the Agreement may be interpreted or construed as a transfer of intellectual property rights from one Party to the other Party. Neither Party shall alienate, pledge or transfer to any third parties any intellectual property rights of a Party without that Party's express written consent.

11.3 Unless expressly provided otherwise in the Agreement, all information, techniques, methods and models used by SD Worx for the provision of the Services are and remain the property of SD Worx at all times. SD Worx preserves the right to use the knowledge, experience and know-how acquired during the provision of the Services for its own benefit and/or the benefit of third parties.

## ARTICLE 12 SOFTWARE

SD Worx grants the Customer as part of the Services, a limited, non-exclusive, non-transferable, non-sublicensable right to use the software ("Right of Use") for the duration of the Agreement. SD Worx does not warrant that the software or Services delivered using computer software will be entirely error free or will run uninterrupted. The Customer acknowledges that the implementation of updates, upgrades or new versions of any software is and remains in the sole discretion of SD Worx. SD Worx reserves the right to restrict, in whole or in part access to the Services for a reasonable period of time for maintenance or installation purposes.

## ARTICLE 13 CONFIDENTIAL INFORMATION

13.1 "Confidential Information" means any non-public or sensitive information, data or materials belonging to, related to or in the possession or control of a Party, in any format disclosed or made available by or on behalf of a party ("Disclosing Party") to the other party ("Receiving Party"), regardless of whether such information is specifically designated as confidential. Confidential Information shall/will not include information, data or materials that are:

- already in the public domain other than by a breach of the agreement;
- rightfully received from a third party not in breach of any obligations of confidentiality;
- independently developed by any employees or agents of one party without use of or referral to the Confidential Information of the other party; or
- proven to be already known to the Receiving Party at the time of disclosure.

The above-mentioned exemptions do not extend to Confidential Information that qualifies as "personal data".

13.2 The Parties undertake to limit the disclosure of and access to the Confidential Information to their Affiliates, directors, managing directors, employees, subcontractors, agents and/or external advisors (i) who are directly involved with the performance of the relevant part of the Agreement, (ii) for whom the Confidential Information is essential in this respect and (iii) upon the condition that they are bound by obligations of confidentiality substantially similar to the provisions of this Article.

13.3 Parties acknowledge that Confidential Information will always remain the property of the Party communicating it. The confidentiality obligations expire two (2) years after termination of the Agreement or so long as it qualifies as Confidential Information. Upon termination of this Agreement, each Party shall on request return to the other Party any originals and copies of the Confidential Information concerned, unless stated otherwise by applicable law.

13.4 Both SD Worx and the Customer will appoint one or more contact persons within their organisation. The requesting and/or supplying of data, as well as any notification under this Agreement, will only be done through these contact persons.

## ARTICLE 14 PERSONNEL

14.1 The employees of SD Worx can never be regarded as employees of the Customer or its Affiliates. In accordance with applicable local Laws on temporary work, temporary employment and the posting of workers to users, the Customer, its employees or agents shall not give any instructions to employees of SD Worx and will expressly refrain from exercising any kind of authority over SD Worx's employees. The consequences of a violation of this prohibition are to be borne by the Customer. If, during the performance of the Services, directions or instructions prove necessary, the Customer shall contact the account manager of SD Worx.

14.2 The Parties agree and acknowledge explicitly that the legal relationship created between them is one of two independent legal persons. The Parties shall observe all legal, social, fiscal and commercial obligations applicable to independent undertakings.

14.3 SD Worx will assign skilled personnel, or engage competent and trained third parties to assist with the provision of the Services, it being understood that SD Worx is free to select the means, sites and resources used to deliver the Services.

14.4 It is the intention of the Parties to the Agreement that neither the Acquired Rights Directive 2001/23/EC nor any local Law implementing this Directive (together "ARD Provisions") will apply on the Agreement or any part thereof. To give effect to the intention of the Parties, the Parties further agree to respectively organize the personnel they engage in connection with the provision of the Services in such a way as to minimize the likelihood of the ARD Provisions applying on the Agreement. The Party causing the ARD Provisions to be applicable ("Transferring Party"), shall indemnify the other Party (subject to the limits set out in Article 9) against any and all Losses arising (i) from any claims or demands (a) made or brought against this Party by a person who is employed or engaged by the Transferring Party or (b) submitted on their behalf by a trade union or employee representative or (ii) otherwise on the grounds that their employment and/or any liabilities in connection with that employment or its termination or cessation have transferred from the Transferring Party to the other Party pursuant to the ARD Provisions or otherwise.

14.5 Each Party expressly agrees that the provisions of Article 6.3 of Book 6 of the Belgian Civil Code do not apply to, or in connection with, this Agreement. In addition, no Party shall be entitled to make any non-contractual liability claim under article 6.3 of the Civil Code against any other Party or an auxiliary of (an Affiliated Company of) such Party on the basis of, or in

connection with, this Agreement.  
This limitation of liability applies to the fullest extent permitted by law.  
The auxiliary persons concerned are third-party beneficiaries of this clause.

## ARTICLE 15 GENERAL PROVISIONS

### 15.1 Assignment

Neither Party shall assign or otherwise transfer any of its rights or obligations under the Agreement without the prior written consent of the other Party, which will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the SD Worx, any Affiliate thereof and/or any SD Worx partner may assign its rights and obligations under the Agreement or the Agreement itself, either in whole or in part, to an Affiliate or to any other company that is part of the SD Worx and which is capable of fulfilling the Agreement, subject only to written notice to the Customer.

### 15.2 Priority

If there is any ambiguity, inconsistency or conflict between the provisions and conditions in one of the documents forming part of the Agreement, the General Terms and Conditions will prevail, unless otherwise agreed in an Annex or statement of work.

### 15.3 References

SD Worx is entitled to use the name and logo of the Customer as reference with respect to its service provision.

### 15.4 Applicable Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with Belgian law, unless provided otherwise in a statement of work. This Agreement will be observed by both Parties in good faith. Any disputes concerning the performance of this Agreement will be settled amicably by the Parties. If they fail to reach an agreement, all disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Courts of Antwerp, Belgium.

### 15.5 Execution

In the event that any signed copy is delivered by electronic means (e.g. electronic signature or e-mail delivery of a ".pdf" or ".jpeg" format data file or via any other exact copy), the signature incorporated therein shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same value, force and effect as if it was original.



## ANNEX 2 CONDITIONS SOCIAL SECRETARIAT

### Stipulations with regard to mandates

#### ARTICLE 1 MANDATE TO SD WORX VIS-À-VIS NOSS AND THE TAX COLLECTION ADMINISTRATION

1.1 The Customer gives SD Worx special mandates in order to fulfil, on his behalf and for his account, all his obligations with regard to NOSS and the Tax Collection Administration. Copies of these mandates constitute an integral part of the present affiliation agreement. These mandates are given within the limits of Articles 270 to 275 of the Income Tax Code, on the one hand, and of the Act of 27 June 1969 and the Royal Decree of 28 November 1969 on the recognition, obligations, and rights of payroll service firms (social secretariats) for employers, on the other hand. A customer with a registered office located abroad, who employs employees in Belgium, is obliged to appoint an additional mandatory in Belgium. This representative must choose a domicile in Belgium where the NOSS can send the official documents and serve notice. As long as the Customer has not appointed this mandatory, the performance of this agreement is suspended.

1.2 For any surplus social security contributions paid to the NOSS, a claim may only be made to SD Worx during the same period as the limitation period for claiming a refund of these social security contributions. After expiry of this period, SD Worx may not under any circumstances be held liable for the surplus social security contributions paid.

1.3 Pursuant to Article 31quater of the Law of 29 June 1981 concerning the general principles of social security for employees this agreement governs (1) the content and (2) the scope in time of the mandate relating to social security formalities to which the Employer is bound with respect to the social security institutions:

(1) The Customer issues SD Worx with a mandate in the context of social security obligations (such as DIMONA, DMFA, ASR Unemployment Sector and ASR Payments Sector) in accordance with the agreements between parties.

(2) In compliance with the binding agreements in the Union of recognised Social Secretariats (, SD Worx undertakes to continue to effectively make the required technical transactions after the expiry of this agreement for the quarters and for the social security obligations that came under its mandate. The preceding statement does not apply if the Customer agrees with another mandatory that this mandatory will effectively perform the required technical transactions for the quarters and social security obligations that came under the SD Worx mandate.

These principles apply mutatis mutandis for obligations in the context of social documents as well as technical transactions in the framework of taxation obligations linked to payroll calculation.

#### ARTICLE 2 EXTENSION OF THE MANDATE

With regard to the Federal Pension Services and the National Health and Disability Insurance Institute, SD Worx acts as the Customer's mandatory for the payment of the special contribution which the Customer owes these institutions in his capacity of an employer. When necessary, SD Worx acts as the Customer's mandatory with regard to third parties (the Customer's employees, government agencies, etc.) for the recovery of unduly paid amounts received by these third parties due to an error made by SD Worx in carrying out the Customer's order. To that end, unless the Client instructs otherwise, the Client grants SD Worx power of attorney to conduct legal proceedings and enter into settlements or other arrangements. The Customer undertakes to suspend his claim with regard to SD Worx during the period in which the latter attempts to recover these unduly paid amounts.

It is the explicit wish of the contracting parties to limit the mandate, and consequently, the representation of the Customer by SD Worx, to those cases that are exhaustively listed in the present agreement.

#### Obligations of the Customer

#### ARTICLE 3 SUPPLYING INFORMATION

The representation of the Customer by SD Worx and the performance of the agreed activities are both done in accordance with the information supplied by the Customer to SD Worx. The Customer undertakes to supply SD Worx with all the necessary information on time and to ensure that it is correct. The responsibility for the completeness, correctness, and timely communication of this information rests solely with the Customer. In the case of an electronic Dimona declaration via SD Worx, the Customer shall register the declaration of a new employment in the SD Worx system at least 24 hours before the start of the employment; failing this the notification shall be deemed to be late. SD Worx is not obliged to check the contents, completeness, or correctness of the data supplied by the Customer. Any supplying of incorrect or incomplete data by the Customer and any delay on the part of the Customer in supplying data that gives rise to an infringement of the law constitutes a personal fault on the part of the Customer and SD Worx will only carry out these activities within the limits of the information supplied. With regard to the official bodies, third parties, or the employees of the Customer, SD Worx does not assume any responsibility whatsoever for the correctness of the information supplied by the Customer.

#### ARTICLE 4 SUPPLYING FUNDS

In order to enable SD Worx to effect payment of the sums due to the NOSS, the Federal Pension Services, the National Health and Disability Insurance Institute, and the Tax Collection Administration, the Customer will make the necessary funds timely available to SD Worx. Thereto, the Customer will receive an invoice from SD Worx. SD Worx will ensure that the payments to the NOSS and the Tax Collection Administration are effected within the time limits prescribed by law. Any change in the due dates provided by law will give rise to an automatic adjustment of these contractual stipulations. If the Customer does not make the aforementioned funds timely available to SD Worx, he is personally responsible for the consequences of late payment of the sums due to the NOSS and/or the Tax Collection Administration. SD Worx is not obliged to send the Customer any special reminders or warnings for this. Any fines or sanctions which would be the consequence of a delay in supplying the funds are to be borne in full by the Customer. If SD Worx is ordered to pay sums to the Customer's employees or to third parties, the Customer concerned will make the necessary funds timely available to SD Worx. Thereto, the Customer may give SD Worx a direct debit mandate. As long as the necessary funds have not been made available to SD Worx, it will not make the payments in question. If any sanctions or damages arise as a result, the Customer is liable for this. The Customer must also reimburse SD Worx for the extra administrative expenses resulting from the delay in making the funds available.

#### ARTICLE 5 THE ORDER TO CALCULATE THE WAGES

5.1 In order to supply the information in question to SD Worx, the Customer will exclusively make use of the software made available to the Customer by SD Worx for this purpose. If SD Worx gives its prior permission, the input of these data can also be done via mail to SD Worx. The cost of data input is to be borne by the Customer and constitutes the subject of a separate agreement.

5.2 SD Worx will not accept anomalous or incomplete data input as a valid order to calculate wages. However, anomalous documents are accepted for the orders with regard to payments to be made to departing employees and for corrections to earlier pay orders as a result of the Customer's verification of the processed payroll. In any case, these exceptional orders must have a written consent in order to be valid.

## ARTICLE 6 VERIFICATION OF RESULTS AND PROCESSED PAYROLL

After every payroll-processing run, the Customer receives the results from SD Worx in the form of standardised pay statements. This document shows the calculation of the pay for each employee, per payment period. When the Customer is of the opinion that the results of the calculation are inconsistent with his order and/or with the data he has supplied to SD Worx, he has a period of 30 calendar days in which to react. This term commences on receipt of the pay statements. In the absence of any reaction within this period, the agreement of the Customer with the pay statements and acceptance of Service in question will be presumed. This presumption, which is irrefutable, applies both with regard to SD Worx and with regard to the third parties such as the inspectorates of the government, the employees of the Customer, etc. Once past this date, only corrections accepted by SD Worx will be carried out at no extra charge.

### Obligations of SD Worx

## ARTICLE 7 CARRYING OUT THE ORDER TO CALCULATE THE WAGES

SD Worx converts the specified gross wages and salaries of the employees into net wages and salaries when the Customer gives the order to calculate the wages. For determining the gross pay that is to be taken into account, SD Worx cannot take the place of the Customer. Via the website ([www.sdworx.com](http://www.sdworx.com)) and/or 'My SD Worx' SD Worx provides the Customer with written information regarding the pay scales and minimum wages set by the collective agreements in the joint industrial committees, to the extent that SD Worx is in the possession of this information. The Customer themselves are responsible for deciding on the gross pay and following it up, e.g. adjusting it to the index and ensuring it is in accordance with wage scale increases. The Customer can also make inquiries from SD Worx in person or by telephone. SD Worx will also advise the Customer as to the joint industrial committee under which the employer presumably resorts, and this on the basis of the main activities of the company as communicated by the Customer to SD Worx. The advice of SD Worx is merely indicative. SD Worx cannot be held liable for the consequences of the decision of the authorities to declare a different joint industrial committee competent for the Customer.

## ARTICLE 8 PAYMENT OF WAGES AND PAY RECEIPTS

By order of the Customer, SD Worx can pay the calculated wages and salaries to the Customer's concerned employees. In accordance with the Customer's instructions, payment is done by giro transfer into the bank or postal account of the employee. Before every definitive payment to the employees, SD Worx prepares a standardised pay receipt. These pay receipts are delivered to the Customer. Payment of the wages and salaries by SD Worx is subject to the delivery by the Customer of a valid order to calculate wages and to the Customer's timely supplying of the necessary funds. Consequently, SD Worx is not liable if the effective payment of the wages and salaries is delayed due to the Customer's fault and falls outside the period stipulated in the Customer's work regulations or in the statutory regulations on this matter. The payment of the wages and salaries and the preparation of the pay receipts by SD Worx do not extinguish the Customer's statutory obligations on this account in any way. The Customer remains fully liable as an employer in relation to any claim from a third party in this regard. The Customer indemnifies SD Worx against any claim that would be lodged against SD Worx on this account.

## ARTICLE 9 PERFORMANCE OF SPECIFIC PROGRAMMING ORDERS

In some cases, an order received by SD Worx from the Customer can require specific programming at SD Worx. The conditions governing this programming and the price to which the Customer agrees constitute the subject of a separate order form.

## ARTICLE 10 MISCELLANEOUS ORDERS

By order of the Customer, SD Worx will fulfil a number of formalities on behalf of the Customer, i.e., on the one hand, formalities with regard to public or recognised private institutions charged with managing a sector of social security, and on the other hand, formalities that do not refer to the sectors of social security, but are directly connected to the Customer's obligations as an employer. These formalities are listed in the Quotation of Services and Prices.

## ARTICLE 11 DOCUMENTS

### 11.1 Social documents

By order of the Customer, SD Worx prepares the drawing up of the prescribed 'social documents'. The individual accounts are prepared by SD Worx on the basis of the data of the payroll calculations. SD Worx sends the individual accounts to the Customer, who must distribute them himself. The fact of drawing up individual accounts by SD Worx does not release the Customer from its statutory obligations on this account in any way.

### 11.2 Electronic document provision

By order of the Customer documents will be made available electronically to the Customer and if required to the Customer's employee. The fact of making social documents electronically available to employees of the Customer, does not release the Customer from his legal obligations.

## ARTICLE 12 LEGAL ADVICE

In the context of being charged with processing the payroll and performing employment-related administration, SD Worx offers the Customer personalised oral legal support. The aim of this support is to assist the Customer with the legal aspects of the payroll and employment administration. The Customer can also consult the website ([www.sdworx.com](http://www.sdworx.com)) and/or 'My SD Worx' free of charge for the following information: pay and index information; general information on social and fiscal legislation; sector-specific information; and model employment contracts. Moreover, on request, the Customer can always obtain printouts of laws and collective agreements that are stored in the legal database of SD Worx. These services are charged separately.

SD Worx cannot be held liable for any information that is found to be incomplete or to reflect interpretations that are not subsequently confirmed by jurisdiction.

## ARTICLE 13 COURSE OF ACTION OF SD WORX ON TERMINATION OF THE AGREEMENT

Upon termination of this agreement, SD Worx prepares all the social documents for the Customer's employees, in accordance with the statutory obligations and within the time limits prescribed by law, and hands these to the Customer. SD Worx also provides the Customer all the administrative data he needs to continue meeting the statutory employment formalities. Any benefits derived by SD Worx as a result of the performance of the agreement, whether directly or indirectly, remain acquired, irrespective of the way in which the agreement is terminated.

## ANNEX 3 DATA PROCESSING AGREEMENT

### ARTICLE 1 SCOPE

In connection with and for the purpose of the performance of the services under the agreement, the Customer instructs SD Worx to process personal data on its behalf in accordance with the provisions of the present agreement. Personal data will be processed for the performance of the services under the agreement, including the following purposes:

- a) Employee HR administration
- b) Payroll and employee benefits administration
- c) Compliance with social and fiscal laws
- d) Management of employee development and training plans
- e) Personal development and performance evaluation of employees
- f) Work planning and organization
- g) Providing access to information systems and premises
- h) Maintaining, tailoring and improving the efficiency, quality, performance, functionality and security of the Services
- i) Compliance with data protection legislation, information security requirements and service level agreements
- j) Any other purpose of processing of personal data agreed upon between Parties in the relevant order form or any other document of the agreement.

For the avoidance of doubt, personal data will be processed beyond termination of the agreement for the purposes established in (c).

### ARTICLE 2 SPECIFICATION OF THE DATA PROCESSING

- 2.1 The parties shall comply with the applicable Data Protection Legislation (A) EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("General Data Protection Regulation" or "GDPR"), (B) together with any other Laws resulting from such Regulation (A and B together "EU Data Protection Laws") and/or (C) the United Kingdom General Data Protection Regulation ("UK GDPR") and the Data Protection Act 2018, and/or (D) all other applicable laws of any other country with regard to the protection of personal data or privacy. However, unless explicitly agreed otherwise, SD Worx is not responsible for compliance with any laws applicable to the Customer or the Customer's industry that are not applicable to SD Worx.
- 2.2 For the performance of the services, SD Worx is a processor acting on behalf of the controller, in particular the Customer. As a processor, SD Worx will only act upon Customer's instructions. The Agreement is Customer's complete instruction to SD Worx with regard to the processing of personal data. Any additional or alternate instructions must be given in writing and agreed by the parties.
- 2.3 The processing relates to personal data of (A) present former and prospective employees, contractors, or temporary workers of the Customer, as well as their dependents and family members (where required for the Processing), (B) agents and other collaborators of the Customer, (C) as well as third parties who are appointed by the aforementioned persons as and concerns the following categories of personal data:
  - a) Personal details such as name, birth date, etc.
  - b) Contact details such as address, e-mail address, telephone number, etc.
  - c) Marital status and information on partner and children
  - d) Payment details, including bank account number
  - e) Employee number
  - f) Job (description)
  - g) Employee contract data including but not limited to gross salary, compensations and other employee benefits
  - h) Social security number (where limited use, only if required for government declarations)
  - i) Expenses

- j) Time registration and absence information
- k) Qualifications, including CV and references
- l) Information regarding education, training, etc. the data subject has received or will follow
- m) Information regarding personal development and evaluations
- n) Authentication credentials to use the services, such as username, IP address, PC Name, etc.
- o) Activities performed by users in their use of the services
- p) Any other category of personal data agreed upon between parties in the relevant order form or any other document of the agreement.

2.4 SD Worx shall direct to the Customer or the relevant controller directly, any requests of data subjects, personal data breach notifications, requests for audit or investigation or any other requests. The Customer shall subsequently internally distribute such request or notifications to the relevant controller.

2.5 Notwithstanding the above or anything to the contrary in this Data Processing Agreement, SD Worx shall be entitled to use the Personal Data for the purposes of improving its service offerings, and for analysing patterns and trends on aggregated data to generate insights that help improve its service offerings. SD Worx warrants that it complies with Data Protection Legislation in processing Personal Data for these purposes.

### ARTICLE 3 DATA SUBJECT'S RIGHTS

Taking into account the nature of the processing and only to the extent that the relevant information or means are not otherwise at the Customer's disposal, SD Worx shall assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the rights of the data subjects as laid down in applicable Data Protection Legislation.

### ARTICLE 4 DISCLOSURE

- 4.1 SD Worx will not disclose personal data to any third party, except (1) as the Customer instructs, (2) as stipulated in the Agreement or (3) as required for processing by approved sub-processors in accordance with Article 6 or (4) as required by law. If the Customer instructs SD Worx to transfer personal data to a third party stakeholder, the Customer is and remains solely responsible to enter into written agreements with such third party stakeholder regarding the protection of such personal data, and the Customer shall indemnify, defend and hold SD Worx harmless against any and all losses arising from a transfer of personal data between SD Worx and such third party stakeholder, unless and to the extent such losses are attributable to proven defaults of SD Worx. SD Worx determines the format(s) in which Personal Data can be transferred.
- 4.2 SD Worx represents and warrants that persons authorized to process personal data, have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

### ARTICLE 5 CONSULTATION, CORRECTION, DELETION AND RETURN OF PERSONAL DATA

- 5.1 SD Worx shall provide functionality that supports Customer's ability to consult, correct, delete or export Personal Data. Where such functionality is not provided, SD Worx will correct, delete or provide an export in a standard format in accordance with the Customer's instruction and applicable Data Protection Legislation.



- 5.2 Upon termination of the Agreement, SD Worx shall delete or anonymize all personal data on its systems (without prejudice to any backups made for recovery purposes, which are retained in accordance with the relevant service description, or if not stated in any service description for no longer than six (6) months) at the latest ninety (90) calendar days after the Last Effective Day of the Agreement, unless instructed otherwise by Customer or to comply with applicable Law.
- 5.3 Upon written request submitted by the Customer no later than thirty (30) calendar days prior to the last effective day of the Agreement, SD Worx will provide the Customer with a copy in a standard format of the live personal data on its systems on the last effective day of the Agreement.

#### ARTICLE 6 USE OF SUB-PROCESSORS

- 6.1 The Customer acknowledges and expressly agrees that SD Worx may transfer personal data to sub-processors for the provision of the Services if such transfer is done in accordance with the terms of the present Article 6.
- 6.2 Any sub-processors to whom SD Worx transfers personal data will be permitted to obtain personal data only to deliver the services SD Worx has entrusted them with and will be prohibited from processing personal data for any other purpose. SD Worx remains fully liable for any such sub-processor's compliance with its obligations under the agreement.
- 6.3 SD Worx shall inform the Customer in advance of all sub-processors that will process personal data in connection with the performance of the services and shall inform the Customer if it engages a new sub-processor. Thereafter the Customer has thirty (30) days to reasonably object to SD Worx's use of this new sub-processor. Upon signature of the present Agreement, the Customer authorises the use of the sub-processors on the list of sub-processors as provided to the Customer. SD Worx will enter into written agreements with any such sub-processor which contain obligations no less protective than those contained in this Agreement.
- 6.4 SD Worx will perform any international transfer in compliance with applicable data protection legislation, including the use of Standard Contractual Clauses.

#### ARTICLE 7 TECHNICAL AND ORGANIZATIONAL MEASURES

- 7.1 SD Worx assists the Customer in ensuring compliance with its security obligations pursuant to applicable Data Protection Legislation taking into account the nature of Processing and the information available to SD Worx.
- 7.2 SD Worx has implemented and will maintain appropriate technical and organisational measures intended to protect personal data against accidental, unauthorised or unlawful access, disclosure, alteration, loss or destruction in accordance with technological developments. During the term of this agreement, Customer may request SD Worx to provide or publish an updated description of the implemented technical and organisational protection measures.
- 7.3 The Customer is solely responsible for checking whether the technical and organisational security measures taken by SD Worx meet the requirements of the Customer. The Customer acknowledges and agrees that the security measures implemented by SD Worx offer a degree of security in accordance with the risk associated with the processing of personal data, taking into account the state of the art, costs of their implementation, as well as the nature, scope, context and purposes of the processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.

#### ARTICLE 8 PRIVACY AND DATA PROTECTION REPRESENTATIVE

SD Worx has appointed a "Data Protection Officer" responsible for privacy and data protection matters. This Data Protection Officer can be reached at the following address:

SD Worx People Solutions, Attn. Data Protection Officer,  
Brouwersvliet 2, 2000 Antwerp, Belgium,  
[dataprotectionofficer@sdworx.com](mailto:dataprotectionofficer@sdworx.com)

#### ARTICLE 9 PERSONAL DATA BREACH

In the event of a personal data breach and irrespective of its cause, SD Worx shall notify the Customer without undue delay after having become aware of such personal data breach. Both Parties agree to fully cooperate with an investigation into a personal data breach and to assist each other in complying with any notification and communication requirements and procedures as per the Data Protection Legislation.

#### ARTICLE 10 DATA PROTECTION IMPACT ASSESSMENTS

Where the Customer executes a data protection impact assessment (DPIA) or performs a prior consultation as per the Data Protection Legislation, SD Worx shall assist the Customer, only to the extent that the relevant information or means are not otherwise at the Customer's disposal, taking into account the nature of processing and the information available to SD Worx.

#### ARTICLE 11 NOTIFICATIONS

Unless legally prohibited from doing so, SD Worx shall notify the Customer as soon as reasonably possible if it or any of its sub-processors, with regard to the Customer's personal data:

- receive an inquiry, a subpoena or a request for inspection or audit from a competent public authority relating to the processing;
- on a time and material basis personal data to any competent public authority outside the scope of the services of the agreement. At the request of the Customer, SD Worx shall provide a copy of the documents delivered to the competent authority to Customer;
- receive an instruction from Customer that in the opinion of SD Worx infringes the Data Protection Legislation and/or the obligations of this agreement.

#### ARTICLE 12 COMPLIANCE & AUDIT

- 12.1 Upon its request, SD Worx shall make available to the Customer all information reasonably required to demonstrate compliance with its obligations under this Data Processing Agreement. This information will be provided through information packages, certifications, and assurance letters.
- 12.2 The Customer or its independent third-party auditor reasonably acceptable to SD Worx may audit SD Worx's control environment and security practices relevant to Personal Data if:
- a) SD Worx has not provided sufficient evidence of its compliance with the technical and organisational measures protecting Personal Data as part of Article 12.1;
  - b) a Personal Data Breach has occurred in relation to the Customer;
  - c) an audit is formally requested by Customer's competent data protection authority; or
  - d) applicable Data Protection Legislation confers Customer a direct audit right and provided that Customer shall only audit once every twelve (12) months unless more frequent audits are required by applicable Data Protection Legislation.
- 12.3 Customer shall provide at least sixty (60) days advance notice of any audit unless applicable Data Protection Legislation or a competent supervisory authority requires shorter notice. Before the commencement of any such additional audit inquiries, the Customer and SD Worx shall mutually agree upon the scope, timing and duration of the audit.
- 12.4 The Customer shall promptly notify SD Worx with information regarding any non-compliance discovered during the course of additional audit inquiries. The Customer agrees to provide SD Worx with a draft of the audit findings for review. SD Worx is entitled to propose any amendments and to add management comments to



this draft before the Customer establishes the final version.

- 12.5 During such audit, SD Worx shall provide reasonable cooperation and assistance to the auditors. The Customer shall not be entitled to claim compensation for any kind of audit expenses incurred by the Customer.

#### **ARTICLE 13 ASSISTANCE**

SD Worx may invoice the Customer on a time and material basis at the then applicable for any assistance provided at the request of the Customer as stipulated in Articles 10 and 12 of this agreement with regard to data processing. These prices will be made available to the Customer on request and in any event before the commencement of such assistance.

#### ANNEX 4 ACCEPTABLE USE POLICY

- 1.1 The Customer agrees that it shall not and/or shall not attempt to, and shall ensure that its employees and contractors it authorizes to use the Services shall not and/or shall not attempt to, unless and to the extent such restriction is not permitted under applicable laws:
  - a) use the Services for any illegal purpose or in any manner that would be illegal, offensive or damaging to SD Worx or any third party;
  - b) copy, reproduce or in any way duplicate modify, reverse engineer, disassemble, decompile, translate, attempt to discover the source code of, or integrate in any other software, or create derivative works based on the Services in whole or in part;
  - c) assign, transfer, sublicense, charge or otherwise deal in, encumber or make available to any third party the Services or any intellectual property right of SD Worx or any third party;
  - d) remove, obscure, alter or deface any notice of confidentiality, any trademark, any copyright notice, or any other indicia of ownership that may be contained in or displayed via any information, data or materials supplied by or on behalf of SD Worx in connection with the Services;
  - e) circumvent, eliminate, override, disable or modify any security measures as SD Worx may provide with respect to the Services;
  - f) use any robot, spider or other automatic device, manual process or application or data mining or extraction tool to access, monitor, copy or use the Services;
  - g) use the Services or other software in combination with any items not provided, approved or acknowledged by SD Worx;
  - h) take any action that imposes an unreasonable or disproportionately large load on the Services; or
  - i) refer to any portion of the software or Services, or otherwise the Services, or any documentation or knowledge thereof in connection with the development of any software or other product or service having functionality, look and feel, or other features similar to the software or any other aspects of the Services.
- 1.2 The Customer agrees he (and its users) shall not upload or otherwise transmit to or via the Services or other software of SD Worx any customer data that: (a) infringes or otherwise violates any copyright, patent, trademark, trade secret, right of privacy, right of publicity, or other proprietary right of any individual or entity; (b) is fraudulent, misleading, defamatory, slanderous, libelous, expresses hate, harassing, abusive or unlawfully threatening; (c) is pornographic, obscene, vulgar or exploitative of any minor; (d) contains or embodies any malicious code; (e) impersonates any individual or entity or misrepresents the Customer's connection to any person; (f) advocates illegal activity or discusses an intent to commit any illegal act; or (g) otherwise violates any applicable laws.
- 1.3 The Customer shall use reasonable efforts to avoid introducing into the Services or other software of SD Worx any malicious code. In the event any customer data provided by the Customer contains any malicious code, or in the event the Customer (or any other person utilizing the Customer's access methods) introduces any malicious code into the Services or other software of SD Worx, the Customer shall promptly reimburse SD Worx for all damages, losses, costs and expenses associated with eliminating such malicious code and otherwise remedying any adverse effects suffered by SD Worx and other persons, relating to such malicious code.
- 1.4 The Customer shall notify SD Worx immediately upon becoming aware of (a) any and all actual or suspected unauthorized uses of any of the Customer's assigned passwords/access methods and/or any thefts, losses or other breaches of security with respect thereto; (b) any and all actual or suspected unauthorized use or misuse of any Services; (c) any and all actual or suspected infringement or other violation of any rights of SD Worx (or its licensors) in or to any Services; (d) any other acts or omissions of any individual or entity which might jeopardize or prejudice the rights of SD Worx in the Services or threaten the security of the Services; and (e) any claim, demand, or cause of action brought against the Customer or any other person, or any subpoena or other similar legal document served upon the Customer or any other person, which relates to this Agreement, the software or any Services.
- 1.5 SD Worx reserves the right to decide unilaterally to investigate, prosecute, or otherwise take any action in respect of any such violation of which it is notified by the Customer.