

## Annex 1a: General conditions - Consultancy

**1. Subject** : The Customer wishes to commission SD Worx to perform certain services within his company. SD Worx accepts this assignment. The purchase order/proposal provides an accurate description of these services and of the pricing; together with the present General terms they constitute an agreement. In the event of conflict between the terms of the agreement, the following rules of priority shall apply: 1<sup>st</sup> these general terms 2<sup>nd</sup> the purchase order 3<sup>rd</sup> the proposal. No revision or modification in the terms and conditions of the agreement shall become effective unless duly agreed upon in writing between the Parties. The Parties expressly agree that SD Worx is bound by an obligation of means ("obligation de moyen"/"middelenverbintenis"), unless explicitly agreed otherwise in the purchase order/proposal.

**2. Prices** : The services will be provided at the prices set forth in the purchase order/proposal. All prices are expressed in Euros and are VAT excluded. Any discount granted will be a one-off and does not grant any right to any future entitlement. Unless stipulated otherwise in the purchase order/proposal, all agreed prices will be adjusted yearly to meet the rising costs of operation. On an annual basis, this increase shall not exceed the adjustment to the index of the consumption prices + 1%. All invoices submitted by SD Worx in accordance with this agreement shall be paid within 30 days as of the date of invoice. Any invoice amount which has not been paid by its due date and which is not subject to a bona fide dispute will immediately and without notice accrue late payment interests at one (1) per cent per month. SD Worx will be entitled to pass on all administrative costs and costs incurred by SD Worx for the recovery of all outstanding amounts and any other damage SD Worx has suffered as a result of this default with a minimum of 100 EUR. Without prejudice to any other rights of SD Worx, SD Worx has the right to suspend its services/terminate the agreement automatically and without prior intervention of a court in the event of non-payment of any undisputed outstanding amounts and/or any amounts disputed on unreasonable grounds. All consequences resulting from the suspension of the services and/or termination agreement on the grounds of non-payment are at the Customer's risk and expense. During this suspension, the fees are still due.

**3. Information**: SD Worx provides the services within the limits set by the information supplied by the Customer. In doing so, SD Worx is entitled to rely on the accuracy and completeness of the information provided by the Customer. SD Worx cannot be held liable for the incorrect performance of the services if such incorrect performance was caused by incorrect, incomplete or late supply of information by the Customer.

**4. Liability** : A Party is only liable for damage caused by proven defaults attributable to it within the limits of this article. If one of the Parties is in breach, the other Party shall serve notice of default. The notice of default shall be in writing and shall specify in reasonable detail the nature of the default allowing the defaulting Party a reasonable period to remedy the default. If possible, SD Worx will repair the error at its expense. In that case, the Customer will not be entitled to compensation. Parties' liability will anyhow be limited to foreseeable, direct and personal damage suffered, to the exclusion of consequential damage, the latter being damages or losses that do not directly and immediately result from a wrongful act, either contractually or extra-contractually but instead indirectly and/or after the lapse of some time, including but not limited to 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, consequences of a strike, however caused. In any case, SD Worx' maximum liability under the agreement will not exceed the value of the agreement or, in case the term of the agreement exceeds one year, the yearly value of the agreement. The right to claim damages for defaults attributable to SD Worx will be forfeited six (6) months after the occurrence of the alleged error.

**5. Force Majeure Event** : Neither Party shall be liable to the other for delay or non-performance of its obligations under this agreement to the extent that this is due to a force majeure event. Examples of force majeure events are: war, rebellion, riots, explosions, strike or social conflicts, defects in the other party's equipment or defects in telecommunications and IT equipment of third parties, third party provider terminating the agreement with SD Worx with immediate effect without such termination being caused by a material breach of SD Worx. If any force majeure event prevents a Party from fulfilling its obligations under this agreement for a continuous period of more than three (3) months, the other Party may terminate this agreement without compensation.

**6. Data protection** : Each Party shall, at all times, comply with its respective obligations under all applicable data protection legislation and the data protection clauses set forth in Annex 1b ("Data protection clauses") in relation to all personal data processed under the agreement.

**7. Confidentiality** : Both the Customer and SD Worx will each appoint one or more contact persons. Any request for information and/or supply of information must only take place through the intermediary of these persons. Parties undertake not to communicate any confidential information they have access to under this agreement to third parties, not to use this information for other purposes than the performance of the agreement and to communicate such information only to employees, appointed persons and representatives as far as necessary for the performance of this agreement provided that such parties are bound by obligations of confidentiality substantially similar to the terms of this agreement. SD Worx will take all the necessary security measures to ensure the confidentiality of these data.

**8. Personnel** : SD Worx reserves the right to specify the consultants to be allocated to an assignment and to change consultants in the course of the assignment. The consultants of SD Worx can never be regarded as employees of the Customer. In accordance with Article 31 § 1 of the Act of 24 July 1987 on temporary work, temporary employment and the posting of workers to users, the Customer, its employees or agents are prohibited to give any instructions to employees of SD Worx will expressly refrain from exercising any kind of authority over SD Worx' employees. The consequences of a violation of this prohibition are to be borne by the Customer. Parties therefore agree and acknowledge explicitly that the legal relationship created between them is one of two independent legal persons. Parties observe all legal social, fiscal and commercial obligations applicable to independent undertakings. During the term of the agreement and for one (1) year as of the termination of the agreement, neither Party shall, without the prior written consent of the other Party, employ, either directly or indirectly (e.g. as consultant, an independent adviser, by means of a company or otherwise), any of each other's co-workers who shall have been directly associated with the performance of the agreement. In the event of non-respect of this provision, the defaulting Party incurs liability to payment to the other Party of an indemnity equal to the amount of one (1) year of gross salary due by a Party for the employee concerned at the time of termination of his employment contract (including the benefits acquired under the employment contract and the employer's contribution) or the annual value of the fees owed to the other Party for the agent in question at the time of termination of his cooperation agreement.

**9. Intellectual property** : Each Party shall respect all intellectual property rights of the other Party or any third party. Nothing in this Agreement may be interpreted or construed as a transfer of intellectual property rights from one Party to the other Party. It is prohibited to alienate, pledge or transfer to third parties the intellectual property rights of a Party without that Party's express consent. Where applicable, SD Worx grants the customer, as part of the services, for the term of the contract, a limited non-exclusive and non-transferable right to use the application for its own internal purposes ("Right of Use"). Termination of contract also marks termination of the said Right of Use. The Customer hereby accepts that the Right of Use concerns only web-based applications. The Customer shall refrain from (i) using the application for any purposes other than that or those for which the Right of Use was obtained in the first place, or (ii) from using the application in any manner or form not consistent with its normal use. SD Worx in any case reserves the right (i) to implement updates, upgrades and new versions of the Software, as and when necessary, against payment of applicable prices as the case may be and (ii) without compensation, to suspend its access to the application for maintenance or installation purposes, and this preferably outside normal working hours. In this latter case SD Worx will inform the Customer in good time and try to contain any impact as far as possible.

**10. Duration and termination** : The day upon which this agreement enters into effect, its duration, the period of notice and possible automatic extensions are stipulated in the purchase order/proposal. The termination of the agreement must be notified to the other party by registered letter. In the absence of specific stipulations, the assignment will commence on receipt of the signed purchase order/proposal. From that date onwards all performances and occurred costs will be invoiced. The agreement will automatically terminate as a result of the demise, the manifest insolvency, the liquidation or the bankruptcy of the Customer. In the case of manifest insolvency or bankruptcy the agreement will be terminated *ipso jure* as soon as the payments to SD Worx have ceased.

**11. Execution** : In the event that any signed copy is delivered by 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.

**12. Law and competent court** : This agreement shall be governed by and construed in accordance with Belgian law. All disputes arising out of or in connection with this agreement and which the Parties were unable to settle amicably shall be subject to the exclusive jurisdiction of the Courts of Antwerp.

**13. Entire agreement** : This agreement constitutes the entire agreement and supersedes, cancels and/or nullifies any previous agreement between the Parties in respect of the matters dealt with in it.

## Annex 1b: Data protection clauses

**1. Scope:** In connection with and for the purpose of the performance of the services under the agreement, the customer transfers personal data to SD Worx and commissions SD Worx to process such personal data on its behalf in accordance with the provisions of the present annex. The instructions and purposes for processing personal data may include:

- a) Employee HR administration
- b) Payroll and employee benefits administration
- c) Compliance with social and fiscal regulations and laws
- d) Management of employee development and training plans
- e) Personal development and performance evaluation of employees
- f) Work planning and organization
- g) Scientific studies and research
- h) HR consultancy services including benchmarking
- i) Providing access to information systems and premises
- j) Continuous improvement of the services
- k) Compliance with data protection legislation, information security requirements and service level agreements
- l) Claims management with and between the customer, SD Worx, the data subject(s) and/or third parties, including beyond termination of the Agreement for any reason whatsoever.

m) 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), (g), (h) and (l).

**2. Specification of data processing:** Any processing of personal data under the agreement shall be performed in accordance with the applicable data protection legislation. However, unless explicitly agreed otherwise, SD Worx is not responsible for compliance with any laws and regulations applicable to the customer or the customer's industry that are not generally applicable to SD Worx as a service provider. For the performance of the Services, SD Worx is a data processor acting on behalf of the data controller, in particular the customer. The customer warrants and represents that it is and will at all times remain duly and effectively authorised to give the instructions set out in this agreement and, as the case may be, on behalf of each affiliate (who may be, as the case may be, the actual data controller for the processing of personal data). As a data 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 jointly agreed by the Parties in writing. The following is deemed an instruction by SD Worx to process personal data: (1) processing in accordance with the agreement and (2) processing initiated by customer users in their use of the services. The processing relates to personal data of present and former job candidates, employees, contractors, agents and other collaborators of the customer, as well as third parties who are appointed by the aforementioned persons as family members or contact persons, 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 (if required for government declarations), such as Rijksregisternummer (INSZ) in Belgium or Burgerservicenummer (BSN) in the Netherlands;
- 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 customer 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.

SD Worx may direct to the customer 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 data controller, and SD Worx reserves the right to direct any such requests and notifications to the relevant data controller directly.

**3. Data subject's rights:** Whenever possible, SD Worx shall cooperate with and assist the customer for the fulfilment of the customer's obligation to respond to requests from data subjects exercising their rights.

**4. Disclosure:** SD Worx will not disclose personal data to any third party, except (1) as the customer directs, (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, including as the case may be the obligations imposed by the Standard Contractual Clauses, 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 represents and warrants that persons acting on behalf of SD Worx that are authorized to process personal data, have committed themselves to maintain the security and confidentiality of personal data in accordance with the provisions of the present annex. To this end, SD Worx shall inform the persons acting on its behalf and having access to personal data about the applicable requirements and ensure their compliance with such requirements through contractual or statutory confidentiality obligations.

**5. Deletion and return of personal data:** Upon termination of the agreement, SD Worx shall delete or anonymize all personal data on its systems (without prejudice to any backup archives) after expiration of all relevant legal and regulatory retention requirements. In case SD Worx is required to keep data used to verify proper data processing in compliance with the assignment or data to comply with relevant legal and regulatory retention requirements, SD Worx is authorized to keep this data according to the respective retention periods beyond termination or expiry of the agreement and shall this data in a secure way upon expiry of the related retention requirements.

**6. Use of sub-processors:** The customer acknowledges and expressly agrees that SD Worx may transfer personal data to third party sub-processors for the provision of the services if such transfer is done in accordance with the terms of the agreement. Any such 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 using such personal data for any other purpose. SD Worx remains responsible for any such sub-processor's compliance with SD Worx' obligations under the agreement. SD Worx will inform the customer in advance about any changes relating to the sub-processors and the authorization of new sub-processors that will process personal data. SD Worx will provide a notice mechanism to inform the customer about any changes relating to the sub-processors to which it can object. 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 or as available on the SD Worx website on the effective date. SD Worx will enter into written agreements with any such sub-processor which contain obligations no less protective than those contained in this agreement, including the obligations imposed by the standard contractual clauses, as applicable. The customer hereby explicitly grants SD Worx a mandate to execute and enforce the Standard Contractual Clauses on its behalf against SD Worx' relevant sub-processors, such Standard Contractual Clauses begin governed by the present agreement. "Standard contractual clauses" means the standard contractual clauses of which the European Commission decided that these offer sufficient safeguards for the transfers of personal data to a third country, or the data protection clauses adopted by the European Commission or by a supervisory authority and approved by the European Commission.

**7. Technical and organizational measures:** SD Worx has implemented and will maintain appropriate technical and organizational measures intended to protect personal data. During the term of this agreement, the customer may request SD Worx to provide the customer within a reasonable period of time with a then-current description of the implemented technical and organizational protection measures.

**8. Privacy and data protection representative:** SD Worx shall appoint a "Data Protection Officer" responsible for privacy and data protection matters. This Data Protection Officer can be reached at the following address: SD Worx Group, Attn. Data Protection Officer, Brouwersvliet 2, 2000 Antwerp, Belgium, dataprotectionofficer@sdworx.com

**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 requirements and procedures.

**10. Data Protection Impact Assessments:** Where the customer is obligated to execute a data protection impact assessment (DPIA), SD Worx shall provide cooperation and assistance to the customer for the execution of the DPIA to allow the customer to comply with its obligations.

**11. Customer responsibilities:** The customer is solely responsible for the lawfulness of personal data and the processing thereof under the agreement.

The customer represents and warrants that, where it provides any personal data to SD Worx for processing by SD Worx:

- it has duly informed the relevant data subjects of their rights and obligations, and in particular has informed them of the possibility of SD Worx (or a category of service providers to which SD Worx belongs) processing their personal data on the customer's behalf and in accordance with its instructions;
- it has complied with all applicable data protection legislation in the collection and provision to SD Worx of such personal data;
- the Processing of such personal data in accordance with the instructions of the data controller is lawful;

The customer shall take reasonable steps to keep personal data up to date to ensure the data are not inaccurate or incomplete with regard to the purposes for which they are collected. With regard to components that the customer provides or controls, including but not limited to workstations connecting to SD Worx services, data transfer mechanisms used and credentials issued to customer personnel, the customer shall implement and maintain the required technical and organizational measures for data protection.

**12. 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.
- receive an instruction that infringes the data protection legislation and/or the obligations of this agreement.

**13. Compliance:** SD Worx will assist the customer in demonstrating compliance with the applicable data protection legislation by making available upon request of the customer all information necessary to demonstrate such compliance.