Affiliation agreement

Contract number CONTRACTNR

Between:

1. **SD Worx VZW**, recognised payroll services firm for employers no. 640 – ministerial decision of 31.10.47, with registered office at Brouwersvliet 2, 2000 Antwerp, Belgium, with enterprise number 0407.139.583, RPR/RPM Antwerp (div. Antwerp) (hereinafter "**SD Worx VZW**");

2. **SD Worx Belgium NV**, with registered office at Brouwersvliet 2, 2000 Antwerp, Belgium, with enterprise number 0450.864.215, RPR/RPM Antwerp (div. Antwerp) (hereinafter "**SD Worx Belgium NV**");

Represented by H1_Naam, H1_Functie1

AND

3. **NAAM**   OUDWGNR
MZSTR
MZPOSTNR MZWNPL MZLAND
hereinafter called '**the customer**',

the following is agreed:

SD Worx undertakes to carry out the orders of the customer in accordance with the legislation in force. Any extensions or deviations must be agreed in writing.

1. In return, the customer will pay the fees stipulated in the Quotation of Services and Prices, which constitutes a part of this agreement.

2. The mutual rights and obligations of the parties are governed by our General Conditions, which the customer acknowledges to have read and accepted.

3. The customer gives SD Worx all the required written mandates with regard to the National Office for Social Security, the Tax Collection Administration, and any other institutions, if necessary.

4. If the customer also cooperates with Xerius Social Insurance Fund, the customer hereby explicitly gives permission to SD Worx to electronically send information about wage data from the customer to Xerius Social Insurance Fund in such a way that Xerius can take this into account when calculating social security contributions.

5. This agreement commences on Behcontractstartbis and ends at the earliest on Behcontracteindbis.

Done in good faith, in duplicate, of which each party received a copy, at Gplaats, on Gdatum.

On behalf of SD Worx,   On behalf of the customer,

H1_Naam,   GevolmachtigdeNaam   FvVen2FvNaam
H1_Functie1   GevolmachtigdeFunctie   Gevolmachtigde2Functie

                                                                        FvVen3FvNaam
                                                                        Gevolmachtigde3Functie

Appendices which constitute an integral part of the affiliation agreement:
1. General Conditions
2. Quotation of Services and Prices

CONDITIONS GOVERNING COLLABORATION WITH SD WORX

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.

Stipulations with regard to mandates

ARTICLE 2   MANDATE TO SD WORX VIS-À-VIS NOSS AND THE TAX COLLECTION ADMINISTRATION

2.1   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 in suspended.

2.2   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.

2.3   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 3   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. Thereto, the customer gives SD Worx the irrevocable mandate to institute legal proceedings, make settlements and agree to 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 4   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 5   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 6   THE ORDER TO CALCULATE THE WAGES

6.1   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.

6.2   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 7 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.

ARTICLE 8 PAYMENT OF APPLICATION AND MANAGEMENT FEES

8.1 The customer undertakes to pay the application and management fees and the agreed prices specified in the Quotation of Services and Prices, 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 contract. Management costs and agreed prices may be adjusted according to the manpower and also according to the payment method. Certain changes in the rules and regulations can constitute the subject of an additional agreement between the customer and SD Worx and can give rise to a modification of the management fees and the agreed prices, i.e., changes which impose new obligations on the customer as an employer with regard to the NOSS, or which charge a public institution with the management of a sector of social security, or new rules issued by the Tax Collection Administration. The management fees and the agreed prices are adjusted to meet rising costs of operation. However, on an annual basis, their increase will not exceed an adjustment to the index of consumer prices + 1%.

8.2 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.

Obligations of SD Worx

ARTICLE 9 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) 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 10 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 an third party in this regard. The customer indemnifies SD Worx against any claim that would be lodged against SD Worx on this account.

ARTICLE 11 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 12 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 13 DOCUMENTS

13.1 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.

13.2 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 14 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) 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 15 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.

General stipulations

ARTICLE 16 SECURITY

Either party will take appropriate technical and organizational measures in accordance with good industry practice to protect the confidentiality, integrity and availability of data and systems related to the performance of the services. These measures should protect against unauthorised or unlawful processing of data and against accidental loss or destruction of, or damage to, data.

ARTICLE 17 LIABILITY OF SD WORX

17.1 SD Worx is considered to have undertaken the obligation to perform to the best of its abilities. Consequently, 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. The customer cannot claim damages for any other loss that would result from SD Worx's fault, such as financial loss of interest or investments or expected profits, the results of a strike, increase of overheads, etc. If possible, SD Worx will rectify the error at its own expense. In that case, the customer will not be entitled to 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. If the customer wishes to exercise his right to claim damages, he must notify SD Worx of this within six months following the occurrence of the alleged fault of SD Worx, by registered letter, on pain of nullity of this right. SD Worx is released of its obligations in case of force majeure. The following are always considered cases of force majeure: 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.

17.2 SD Worx undertakes to use security systems in accordance with the technological development. SD Worx shall make every effort to guarantee the continuity of the service. However, SD Worx reserves the right if necessary to suspend the service for a reasonable time for purposes of maintenance or installation without paying compensation.

17.3 SD Worx cannot be held liable for damage that could arise directly or indirectly from the faulty operation of the customer's equipment or the telecommunications of third parties, or for an interruption to the service for reasons beyond the control of SD Worx.

ARTICLE 18 CONFIDENTIALITY OF THE DATA

18.1 "**Confidential Information**" means any non-public or sensitive information, data or materials belonging to, related to or in the possession or control of (i) a party, or (ii) a third party in respect of which that party is obliged to keep the information confidential, 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:

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

18.2 Notwithstanding the foregoing, in the event disclosure of Confidential Information is mandated or requested by applicable laws, or by governmental authority, then (i) if not so prohibited by a governmental authority, the Receiving Party shall promptly notify the Disclosing Party of such requirement, (ii) if so requested by the Disclosing Party and at the expense of such party, the Receiving Party shall use good faith efforts, in consultation with the Disclosing Party, to secure a protective order or other confidential treatment of the Confidential Information to be disclosed, and (iii) the Receiving Party shall furnish only that portion of the Confidential Information required to be disclosed.

18.3 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.

18.4 Parties acknowledge that Confidential Information will always remain the property of the party communicating it.

18.5 This confidentiality obligation expires three (3) years after termination of the agreement. 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.

18.6 Both SD Worx and the customer will appoint one or more contact persons within their organisation. The requesting and/or supplying of data can only be done through these persons.

18.7 Except in case the customer protest in writing, the data on the employees can be used as basic material for other purposes, e.g. for research purposes, of which the result can be made available. Should this be the case, SD Worx guarantees that the employee data will be made unidentifiable prior to this processing. The customer is advised to inform his employees of the fact that their data are processed with a view to pay administration and personnel management as well as for research purposes. In addition, in case of a garnishment order, attachment of earnings, or a lawful order from the authorities, the data can also be used for purposes not included in this agreement. SD Worx informs the customer that his data can be transmitted to XERIUS Social Insurance Fund for prospecting purposes. The customer declares his agreement with this.

ARTICLE 19 DATA PROCESSING

19.1 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 agreement. The instructions and purposes for processing personal data may include the following

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).

19.2 Specification of the data processing

Any processing of personal data under the agreement shall be performed in accordance with the applicable Data Protection Legislation ((A) (i) until 24 May 2018, Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the transposition thereof in the relevant national legislation, and (ii) as from 25 May 2018, 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 Directive or Regulation (A and B together "EU Data Protection Laws") and/or (C) all other applicable laws of any other country with regard to the protection of personal data or privacy, as amended or replaced from time to time). 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. 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
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.

19.3 Data subject's rights

Insofar as this is 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.

19.4 Disclosure

19.4.1 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 19.6 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.

19.4.2 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 agreement. 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.

19.5 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.

19.6 Use of sub-processors

19.6.1 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 present Article 19.6.

19.6.2 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.

19.6.3 SD Worx will inform the customer in advance about all sub-processors that will process personal data in connection with the performance of the services and will provide a notice mechanism to inform the customer about changes relating to the sub-processors. 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

being governed by the present agreement. "**Standard Contractual Clauses**" means the standard contractual clauses of which the European Commission on the basis of Article 26 (4) of Directive 95/46/EC 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 in accordance with the examination procedure referred to in Article 93(2) of the GDPR. Data protection clauses adopted in accordance with the GDPR shall replace and prevail over any standard contractual clauses adopted on the basis of Directive 95/46/EC to the extent that they intend to cover the same kind of data transfer relationship.

19.7 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.

19.8 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

19.9 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.

19.10 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.

19.11 Customer responsibilities

19.11.1 The customer is solely responsible for the lawfulness of personal data and the processing thereof under the agreement.

19.11.2 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;

19.11.3 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.

19.12 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.

19.13 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.

ARTICLE 20 INVOICING OF AFFILIATION AND MANAGEMENT FEES

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. SD Worx has the right to invoice advances if SD Worx has a proven serious reason to question the customer's concerned solvency. 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 cancel the agreement, by operation of law and without notice of default, at the customer's expense. SD Worx will notify the customer in writing of the date on which this agreement is considered dissolved. In that case, a compensation will be due equal to the compensation for unilateral termination without notice. All the consequences of a cancellation 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 Wox will invoice the services provided on behalf of SD Worx Belgium NV.

ARTICLE 21 DURATION OF THE AGREEMENT

The contract is concluded for a period of three 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. SD Worx can unilaterally modify the stipulations of this agreement. The customer must be notified of this in writing and immediately. On receipt of such a letter, the customer has a term of thirty days within which he can terminate the agreement by registered letter. If the customer takes advantage of this possibility, the agreement ends on 31 December of the current year. SD Worx may unilaterally terminate the contract 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. The contract ends automatically in case of decease, apparent insolvency, dissolution, or bankruptcy of the customer. In case of apparent insolvency or bankruptcy, the contract ends by operation of law at the moment the

payments to SD Worx are discontinued. In case of premature unilateral termination without observing the six months' notice, the party terminating prematurely will owe the other party a compensation equal to half of the management fees that would normally have been due for the remaining part of the duration of this agreement, with a minimum of six months management fees.

ARTICLE 22   SOFTWARE

SD Worx grants the customer as part of the services, a limited, nonexclusive, non-transferable, non-sublicensable right to use the software ("**Right of Use**").

The customer agrees that it shall not, and shall ensure that its employees and contractors it authorizes to use the services shall not, unless and to the extent such restriction is not permitted under applicable laws:
- 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;
- 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;
- use the services or other software in combination with any items not provided, approved or acknowledged by SD Worx;

ARTICLE 23   SETTLEMENT OF DISPUTES

This agreement will be observed by both parties in good faith. Any disputes concerning the performance of this agreement will be settled amicable by the parties. If they fail to reach an agreement, the courts of Antwerp have exclusive jurisdiction, even in cases of action involving an intervening claim and impleader or multiple defendants. This agreement shall be governed by and shall be construed in accordance with the laws of Belgium.

Affiliation agreement (v201801)