

## Appendix 1: General terms and conditions of temporary work (flex) and recruitment & selection for permanent recruitment (fix) of Tempo-Team NV, version 2024.

### **GENERAL TERMS AND CONDITIONS – TEMPO-TEAM NV**

Version 2024

#### **Article 1. Scope of application**

- 1.1. Each availability by Tempo-Team of temporary workers shall be done exclusively under the conditions explicitly agreed upon in writing at the application and under the general terms and conditions determined below, which form an integral part of the agreement entered into between the Client and Tempo-Team, drawn up pursuant to the law of 24 July 1987. These general terms and conditions shall also apply as soon as the Client entrusts an application to Tempo-Team and Tempo-Team proposes candidates to the Client.
- 1.2. Tempo-Team shall always operate in accordance with the Business Principles, based on our core values: to know, serve and trust, simultaneous promotion of all interests and striving for perfection. We act with integrity and respect human rights. The full version of the Business Principles can be found at [www.tempo-team.be/nl/over-tempo-team/missie-en-waarden](http://www.tempo-team.be/nl/over-tempo-team/missie-en-waarden).
- 1.3. Any possible purchase or other conditions of the Client shall not apply and shall be explicitly rejected by Tempo-Team.
- 1.4. Each derogation from the general terms and conditions must be explicitly agreed in writing.

#### **Article 2. The application**

- 2.1. At his application, the Client shall in due time provide to Tempo-Team all details which are relevant for a good selection, among which an accurate description of the position and the required qualifications. In doing so, the Client may only state criteria which are relevant to the position. When making the application, the Client furthermore shall also state the wage, working times and breaks, work duration, activities, workplace, working conditions and the intended duration of the assignment. If the Client will have the temporary agency worker perform work within the European Economic Area, the Client shall notify Tempo-Team in writing, prior to the secondment of the temporary agency worker, of the country or countries in which the temporary agency worker will work. The Client shall indemnify Tempo-Team against any consequences arising from the non-fulfilment of this obligation.
- 2.2. Based on the details provided by the Client and the capacities, knowledge and skills of the candidates known by Tempo-Team, Tempo-Team shall determine which candidates it will put forward to the Client. The Client may reject a candidate put forward insofar this is done because of the relevance of the position or other justified reasons.
- 2.3. Tempo-Team shall always endeavour to put forward a potentially suitable candidate. Tempo-Team shall not be obliged to compensate any damage or costs incurred by the Client, if Tempo-Team for whatever reason does not put forward a candidate in time or not at all. Tempo-Team shall not be held liable, if for whatever reason a candidate it has put forward may not be made available to the Client or if he terminates (prematurely) a started temporary assignment.
- 2.4. Tempo-Team shall not be liable for any damage related to deploying candidates who turn out not to meet the requirements and expectations set out by the Client, unless this damage is clearly the direct result of an attributable error by Tempo-Team during the selection.
- 2.5. If the Client makes its own selection without Tempo-Team interfering, the Client shall be solely liable for this selection, and the Client shall indemnify Tempo-Team against any claim coming from third parties or from the temporary worker.

- 2.6. Any term indicated by Tempo-Team is only indicative and as in particular dependent on the information provided by the Client in line with Art.2 and 3 of these terms and conditions. Exceeding the deadlines will not confer any right to compensation or to dissolve the agreement.

#### **Article 3. Obligations of the Client when making use of temporary workers.**

- 3.1. As soon as a suitable candidate is selected, Tempo-Team shall enter into a commercial agreement with the Client on the one hand, and an employment contract for temporary work with the selected temporary worker on the other hand. To this end, the Client shall provide Tempo-Team in time with all required information so that Tempo-Team may offer the temporary worker a proper employment contract for temporary work prior to the employment. The Client shall provide at least the following details:

- name and number of his joint committee, and his joint subcommittee if any;
- the presence or absence of any trade union representative at his company;
- the applicable reason for temporary work; in the event of the reason "intake", also if it is a first, second or third attempted employment;
- The place of employment;
- The duration of the (successive) employment contract(s) for temporary work to be entered into with the temporary worker;
- the working time regulation at his company;
- the professional qualification of the temporary worker;
- the wage of the permanent worker(s) with the same qualification at the Client's company;
- the specific characteristics of the workplace to be occupied by the temporary worker (workplace, result of the risk evaluations, medical surveillance and the personal protective equipment).

- 3.2. Furthermore, the Client must immediately and in writing (or orally with written confirmation within 4 hours following the oral communication) report to Tempo-Team any change in this respect;

Without being exhaustive, this shall contain the following information:

- possible situations of strike or lockout or other forms of temporary unemployment;
- any possible occupational accident;
- any change in start, duration and end of the current employment contract for temporary work having an influence on the Dimona statement to be implemented by Tempo-Team;
- the late presence or absence of the temporary workers;
- the non-renewal of an assignment;
- ...

- 3.3. When requesting a temporary worker for a flexi-job, it is the Client's responsibility to verify that all conditions of the flexi-job legislation are met (e.g. authorised sector, main NACE code, function, maximum salary, prohibition of employment in own or affiliated company, etc.). If flexi-job status subsequently proves, for whatever reason, not to be permitted, Tempo-Team will rectify the performance of the temporary worker concerned to regular employment and will bill such performance to the Client at the ordinary coefficients applicable to the job. During the employment of a temporary worker in a flexi-job, the Client must communicate any adjustment to the agreed working hours

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- in good time so that Tempo-Team can implement the corresponding change to Dimona within the time limit imposed by the government. Failing this, Tempo-Team will owe at least the contractual hours and these will be billed to the Client.
- 3.4 If the Client provides incomplete or wrong wage data or if he provides them late or not at all, he shall be solely responsible for any consequences arising herefrom. All corrections and/or costs caused by this shall result in an extra invoicing to the Client. The Client shall indemnify Tempo-Team against any claim from third parties.
- 3.5. The liability for the correct application of the reasons and terms of temporary work shall exclusively remain with the Client; in terms of these reasons he shall also ensure, in the cases stipulated by law, the required authorizations of his own trade union delegation and communications to the competent authorities. When using daily contracts, the Client shall be solely responsible for the need of flexibility and the proof thereof.
- 3.6. If the duration of the (successive) employment contracts for temporary work to be concluded with the temporary worker as specified by the Client is subject to conditions, procedures and/or restrictions laid down by law or by CLA, as is the case for successive day contracts, the Client has sole responsibility for following and complying with them. Any financial compensation and/or penalties provided for or imposed in this connection shall be for the account of the Client and, where applicable, shall be invoiced by Tempo-Team on an additional basis.
- 3.7. Pursuant to section 10 of the law of 24 July 1987, temporary workers shall be entitled to the same gross wage, bonuses, meal vouchers and other wage components, as if they would be employed by the Client on permanent basis. The same goes for all indexations, conventional wage increases and possible new wage elements which during the employment of the temporary worker come into force. The Client must inform Tempo-Team regarding these wage data and their awarding modalities.
- 3.8. During the employment of the temporary worker, the Client shall guarantee the application of the legal provisions on labour regulation and protection applied to the place of employment, pursuant to section 19 of the Law of 24 July 1987. Consequently, the Client must treat the temporary workers as equally as his permanent staff, such as regarding working regulations, working time, surveillance on part-time work performances, working time reduction, compensations, breaks, official holidays, Sunday work, and night work. If the Client does not respect this (the working hours contractually agreed with the temporary worker), even with other working conditions agreed with the temporary worker, the Client will be required to reimburse Tempo-Team for the costs associated with this changed employment for Tempo-Team, such as, in particular, after social inspection.
- 3.9. The Client is co-responsible for the correct application of the Directive (EU) 2019/1152 on transparent and predictable terms of employment. If the temporary worker invokes adverse treatment after requesting a form of work with more predictable and secure working conditions, Tempo-Team must provide proof that the adverse treatment was taken for reasons that are foreign to the exercise of the rights under collective bargaining agreement No 161. As only the Client can indicate whether or not a form of work with more predictable and secure conditions of employment is available, he must, on Tempo-Team's simple written request, demonstrate in writing within a period of seven calendar days that there is no unfavourable treatment, i.e. demonstrate the existence of reasons alien to the exercise of the rights arising from collective bargaining agreement no. 161, and provide the necessary documentary evidence for this. If Tempo-Team is ordered to pay damages, Tempo-Team reserves the right to recover such damages from the Client.
- 3.10. The Client is co-responsible for the correct application of the Directive (EU) 2019/1152 on transparent and predictable terms of employment. If the temporary worker requests a form of work with more predictable and secure working conditions, Tempo-Team must, under Article 8 of collective bargaining agreement No 161, respond to the request in writing with reasons within a period of one month. On Tempo-Team's simple written request, the Client will, within a period of seven calendar days, inform Tempo-Team in writing whether or not a form of work with more predictable and secure conditions of employment with the Client is possible. In case of refusal, postponement or counterproposal, the Client will communicate the concrete reasons for this within the same period. If the Client does not communicate the concrete reasons to Tempo-Team within the specified period, Tempo-Team reserves the right to recover the penalty under Article 174/2 of the Social Penal Code from the Client.
- 3.11. Regarding well-being at work (work safety and hygiene) the temporary worker shall also enjoy the same level of protection as the Client's permanent employees. The temporary worker may only perform the activities referred to in the workplace sheet or, if no workplace sheet is required, as referred to in the special commercial terms and conditions, in particular in the description of the workplace, the required professional qualification and the result of the risk evaluation. Pursuant to clause X.2-3 to X.2-5 of the Code on the well-being of workers, the Client must, in the cases provided for, complete the workplace sheet and, regarding the availability of the temporary worker, remit it to Tempo-Team. When drawing up the workplace sheet, the Client shall ensure to have taken advice from his prevention service and the occupational physician.
- The Client is responsible for organising all possible training (such as with a view to workplace safety) related to the temporary worker's work. The Client bears the final responsibility for the provision of the work clothes and personal protective equipment, as well as for their cleaning, repair and maintenance in normal ready-to-use condition, even if a different commercial agreement on their provision was concluded with Tempo-Team.
- 3.12. In the event of an occupational accident suffered by a temporary worker, the Client shall, after having taken all urgent actions, immediately inform Tempo-Team and supply all required information so that the accident report may be drawn up. If this report is drawn up too late or omitted, the Client shall immediately be responsible. In the event of a serious occupational accident, the Client shall draw up the detailed report and he shall pay all the costs related to this accident. Tempo-Team shall make all necessary information available and, if required, cooperate with the investigation.
- 3.13. At the beginning of the contract, the Client shall undertake to immediately and in writing communicate all required information to Tempo-Team regarding the legal obligations to be observed in order to second a temporary worker abroad in a legally correct way, as well as any possible change which might arise. The Client shall be responsible, in the cases determined by law, to obtain the necessary licenses and to file the required declarations in order to second temporary workers abroad. Tempo-Team may by no means be held liable if the above mentioned provisions are not observed by the Client.
- 3.14. Tempo-Team shall only pay the costs belonging to the employer after the Client has submitted to Tempo-Team the documents proving these costs. If, after control by the tax or social security authorities, a correction must be made, the Client shall bear full responsibility. All costs arising herefrom shall also be borne by the Client and shall be charged by Tempo-Team to the Client.
- 3.15. The Client is aware that in accordance with Article 33, §1 of the Law of 4 August 1996 on the welfare of employees in their work, every employer is obliged to establish an Internal Service for Prevention and Protection at Work. If the said internal service cannot itself perform all the tasks entrusted to it by this Law and the implementing decrees, the Client must additionally call on a recognised external service for prevention and protection at work.
- 3.16. The Client also undertakes to provide Tempo-Team with all relevant and necessary information in order for Tempo-Team to properly comply with its reporting and disclosure duties under the Corporate Sustainability Reporting Directive (CSRD).

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3.17. If the Client wishes to make the temporary workers temporarily unemployed, it must provide Tempo-Team with all information in this regard in a prompt manner in order to make the declarations of temporary unemployment correctly. If temporary unemployment is refused, then all costs will be re-billed to the Client.

#### **Article 4. Payment & Invoicing**

##### **Applicable to temporary work**

4.1. Unless otherwise agreed explicitly in writing or laid down in these terms and conditions, invoicing shall be done on weekly basis.

4.2. The invoicing shall be done on the basis of:

- the gross salary and other salary elements applicable to the temporary worker;

These are increased by Tempo-Team by indexation of the salary and conventional salary increases applicable to the Client.

- the regulation applicable at the Client for special performances performed by the temporary worker (such as overtime, shift and night work, performances on Sundays and public holidays, etc.). The salary supplement thus payable will be billed to the Client at the same coefficient as that applied to the temporary worker's basic pay or as used to calculate the rate.

- the time accounted for (=the performance as passed on by the Client on paper, electronically, through e-SoluTTions or in another agreed manner) with a minimum of the hours requested by the Client, except if fewer hours were performed due to the sole fault of the temporary worker and if the information duty as provided for in these General Terms and Conditions was met;

Regardless of the method of timekeeping, the Client confirms the accuracy of the performance declared and the performance of the work carried out by the temporary worker. The Client is liable for errors in timekeeping. Regardless of the method of timekeeping, the Client will ensure that Tempo-Team has the correct and complete timekeeping records, as soon as possible but no later than 12:00 on the Monday following the week worked by the temporary worker. If the Client fails to provide Tempo-Team with the time sheets in time, billing will be done on the basis of the hours requested by the Client.

- the non-worked hours and days granted and remunerated by the Client to its permanent staff, such as legal and non-statutory holidays, replacement days for public holidays, minor leave, holidays, bridging days, first day of illness, extra allowance in connection with temporary unemployment, etc., to which the temporary worker is also entitled;

- any (termination) fees owed by Tempo-Team to the temporary worker in the event of unilateral early termination of the employment of that temporary worker by the Client;

- the agreed coefficients/rates/selection fees/additional amounts, costs and other price agreements; these will be unilaterally increased by Tempo-Team in the event of an increase in direct or indirect employer charges, legal or regulatory changes affecting the actual cost, as well as any other possible factors determining the actual salary cost, as well as an increase in Tempo-Team's operating costs. They will in any case be amended in January of every year through indexation in line with the general consumer price index (reference: index for the month of October). A price adjustment takes effect from the billing of the services following the effective date of the price adjustment. If for the determination of the coefficients/rates or the granting of credit notes, specific (training) subsidies, exemption from payment of withholding tax on salary or other discounts and allowances are taken into account,

and these are subsequently not (fully) acquired by Tempo-Team, or must be (partly) repaid by Tempo-Team, Tempo-Team will additionally bill the Client for the amounts not acquired or repaid or correct the credit notes previously granted to the Client for this purpose.

- all elements not expressly agreed in writing to be included in the coefficients;
- the applicable VAT rate.

##### **Applicable to recruitment & selection for permanent recruitment**

4.3. Unless expressly agreed otherwise in writing or provided for in these terms and conditions, the agreed selection fees, plus the applicable VAT rate, will be billed in one amount at the time of the employment of the candidate proposed by Tempo-Team with the Client. The selection fee is calculated on a full-time work regime in line with the Client's sector and is payable in full regardless of the work regime in which the candidate is employed by the Client.

##### **Joint provisions**

4.4. The Tempo-Team invoices are payable in cash on the invoice date, unless otherwise agreed in writing. In any case, the Act of 2 August 2002 on the fight against payment arrears in commercial transactions shall apply.

If the Client wishes to make a preliminary verification of the correctness of the performance prior to the preparation of the invoices by Tempo-Team, or wishes to have additional internal company information included on the invoices, a standard period of 15 calendar days will be taken into account for this verification, for the period between the pro forma and the final bill or the supply of the additional information.

In accordance with the law, this period is always considered to be part of the maximum permissible legal payment period. If the term of 15 calendar days is exceeded through the fault of the Client, the agreed term of payment will be shortened by the number of calendar days of excess.

If payment is made other than by bank transfer, direct debit or cheque, the collection costs will be charged to the Client. If payment is not made by no later than the due date of the bill, interest of 1% per month will be payable by force of law and without prior notice of default. Furthermore, if the invoice remains unpaid one month after the due date, a one-time lump sum compensation of 15% of the outstanding amounts shall be payable, subject to a minimum amount of 125 Euros.

Any payment modality granted will lapse by force of law as soon as Tempo-Team has to proceed with the collection by judicial means of outstanding invoices of the Client. In case of written notice of default, in case of protested bills of exchange or uncovered vouchers, in case of summonses from the NSSO or other signs of threatened liquidity or dubious solvency at the expense of the Client, the payment terms granted by Tempo-Team will also lapse by force of law and automatically. In such cases, all invoices (even those that have not expired) shall be immediately due and payable by operation of law and without prior notice of default.

The temporary agency worker is not authorised to collect invoices on behalf of Tempo-Team. Any payment by the Client to the temporary worker of Tempo-Team's invoices are not opposable to Tempo-Team.

4.5. All and any complaints regarding the invoices must have been received by Tempo-Team by motivated registered mail within eight working days following the invoice date. No complaints shall be admissible after that date. Even if there is a dispute between the Client and Tempo-Team regarding the performance delivered or the execution by Tempo-Team of the agreement, the Client will always be required to pay the invoices for the performance of the temporary worker and will not be able to rely on any right of compensation or suspension of its payment duty.

4.6. By paying the bill, the Client expressly agrees to receive its invoices electronically in the future, if no specific agreement has been concluded stipulating that this will be

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by post. By accepting electronic invoicing, the parties undertake to comply with their legal obligations concerning invoicing as stated, for example, in VAT legislation. Both parties confirm that they will comply with the current statutory requirements for electronic invoicing and guarantee integrity, authenticity, readability and non-reputability of the electronic invoices exchanged. Both parties undertake to inform all relevant services of electronic invoicing. All electronic files are to be archived electronically in the original form as they are received. Electronic invoicing is accepted by both parties as being for an indefinite period. The parties may stop electronic invoicing by means of a registered letter. The termination will take effect on the first day of the month following the date of sending the registered letter + 30 days. The cancellation does not change the respective obligations of the parties regarding VAT administration.

- 4.7. In no event will the Client be entitled to offset any amounts owed by the Client to Tempo-Team under this Agreement against any amount that Tempo-Team or any other Tempo-Team Group company may owe to the Client.

#### **Article 5. Processing personal data**

- 5.1. As part of the availability of temporary workers by Tempo-Team and as part of the recruitment and selection assignments which Tempo-Team carries out, personal data shall frequently be exchanged (personal data of candidates, temporary workers, employees of the Client) through different channels (electronically, on paper, through IT resources, ...).
- 5.2. Within the meaning of the Law of 30 July 2018 and of the Regulation (CE) 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of privacy in relation to the processing of personal data, hereafter referred to as Privacy Law, Tempo-Team shall be considered as responsible for processing the personal data of its candidates/temporary workers'. The Client shall also be considered, separate from Tempo-Team, as responsible for processing the personal data of the candidates/temporary workers/his own employees or employees of external companies which are processed on the basis his own responsibilities and own legal bases. In the hypothesis that one of the parties would act as a processor, a special processing agreement shall be entered into as laid down in the Privacy law. Being responsible for processing the data, Tempo-Team and the Client shall be obliged to treat these personal data confidential in accordance with the Privacy law and related laws and regulations.
- 5.3. Tempo-Team shall not communicate any personal data to the Client except in the cases where it is permitted under the Privacy Act. The Client may not demand any data from Tempo-Team which it is not allowed to provide on the basis of the Privacy Act. The Client shall provide Tempo-Team with the necessary information on the legal basis justifying such transfer. In the event of an authorized transfer, the Client shall be obliged to take the necessary measures in order to guarantee the safety of the transferred data and to respect the Privacy law and related laws and regulations.
- 5.4. To the extent that the Client would process the transferred data outside the EEA (directly or through a processor) in a country not covered by an adequacy decision, it will ensure that a legal transfer mechanism in accordance with the Privacy Act is applied to the transfer concerned. The Client bears full responsibility for this.
- 5.5. The Client shall be responsible for the fact that Tempo-Team shall only be provided with personal data if and insofar the Client is entitled to do so and if and insofar he has been granted the required authorization from the persons concerned. The Client shall indemnify Tempo-Team against any claim from candidates, employees, employees of the Client or other third parties against Tempo-Team related to a violation by the Client of the provisions in this article and shall compensate any costs made by Tempo-Team in this respect.
- 5.6. For the purpose of the performance of this contract (conclusion and management of the contract for the provision of services, invoicing, administration and management of business relationship) Tempo-Team will

process the personal data of the Client's contacts with care and confidentiality, as set out in its privacy statement. This statement can be accessed on the website <https://www.tempo-team.be/nl/info-gdpr/> and the Client (and the Client's contacts he represents) confirm they have read it and are sufficiently informed. The Client may be contacted personally by Tempo-Team and Tempo-Team Group companies to remain informed of their commercial activities/actions, using the personal data to which Tempo-Team has access as a result of the performance of this contract.

#### **Article 6. Equal treatment and non-discrimination**

- 6.1. For its service, Tempo-Team shall apply the principles of equal treatment and non-discrimination. As a result, Tempo-Team and the Client shall by no means treat the candidates / temporary workers discriminatory during the selection nor during or at the end of the employment. Tempo-Team and the Client shall not make any illegal distinction based on discriminating criteria such as age, gender, legal status, sexual orientation, philosophical or religious belief, trade union affiliation, political belief, race, ethnical origin or nationality, current or future health condition, language, handicap or physical characteristics.
- 6.2. Tempo-Team shall by no means be obliged to apply discriminating criteria nor may it be held liable by the Client for not applying them. Furthermore, Tempo-Team shall be entitled to immediately end the present agreement with the Client, without prior legal intervention and without prior notice of default, as a result of a request by the Client to violate this non-discriminatory principle. In such case, the Client may by no means claim any (damages) compensation from Tempo-Team.

#### **Article 7. Electronic communication**

##### **7.1. Use of IT resources**

In the context of implementing the service(s), Tempo-Team may use ICT resources and make them available for use by the Client, such as for exchanging data and performing legal activities. The provisions in this article and elsewhere in these terms and conditions regarding ICT resources shall apply to the use of these ICT resources.

The use of the ICT resources by the Client shall be limited to facilitate and make use of the services of Tempo-Team.

The right of use shall automatically end when the service is ended. The Client shall only be entitled to use the ICT resources for his own internal business goals and shall not be entitled to resell the ICT resources, whether or not together with its own services, to offer them to third parties on another basis or to use them on behalf of third parties.

When using the ICT means, the Client shall act with due care and observe the applicable laws and regulations, these terms and conditions and the (further) conditions of use and/or operating instructions provided by Tempo-Team, including possible changes, published with or for the ICT resources.

The Client shall be responsible for the use by him and his employees, including third parties which he may deploy, of the ICT resources and he shall guarantee that these employees or third parties are authorized and entitled to use the ICT resources and the exchanged information and to take legal actions by means of the ICT resources. The Client shall indemnify Tempo-Team for all damage arising from an incorrect or unjust use by (employees of) the Client of ICT resources and he shall indemnify Tempo-Team against claims from third parties related to this use and/or exchanged data by means of the ICT resources.

If the Client for the use of the ICT resources is given login details by Tempo-Team, these login details must be treated strictly confidentially. If the Client suspects that the confidentiality of the login details was breached or if the login details were abused, the Client shall report this as soon as possible to Tempo-Team. Subsequently Tempo-Team shall deactivate these login details as soon as possible.

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Without prejudice to its other rights, Tempo-Team shall be authorized to suspend the use of the ICT resources or to - temporarily or permanently - deny the (particular employee of the) Client the access to the ICT resources, if the latter does not observe the conditions and instructions referred to above. Tempo-Team shall not be held liable for any possible damage suffered by the Client in that respect.

The Client shall take the appropriate technical and organizational measures aimed at the right and undisturbed use of the ICT resources and for avoiding damage at the ICT resources and the information exchanged through them.

The Client shall take the appropriate technical and organizational measures aimed at the right and undisturbed use of the ICT resources and for avoiding damage at the ICT resources and the information exchanged with them.

Unless otherwise explicitly indicated or agreed in writing, the ICT resources are designed for use by natural persons.

It is not allowed to have the ICT resources approached or used by automated systems, or to establish a link between the ICT resources and an automated system without the prior written authorization by Tempo-Team.

#### 7.2. Operation and availability of ICT resources

Tempo-Team shall use reasonable endeavours to guarantee the availability and quality of the ICT resources. The Client shall directly inform Tempo-Team should he observe failures or should he (accidentally) be given access to data which are not intended to the Client. The Client shall lend all required cooperation to any failure investigation and he shall, if possible, immediately remove data which is not intended to him in a way to be determined by Tempo-Team. If a failure is not found or if it was caused by the very Client or by a third party deployed by the Client, Tempo-Team shall be entitled to charge the Client with the reasonable costs regarding the failure investigation and the possible failure solution.

Tempo-Team shall be entitled to temporarily suspend the availability of the ICT resources, when this is necessary for a change to be implemented or regarding a preventive and/or corrective maintenance. Tempo-Team shall use reasonable endeavours to minimize the inconvenience to the Client.

Tempo-Team shall be entitled to adjust the ICT resources from time to time, such as regarding technological developments, changes in its business operations or company policy. In doing so, existing functionality may be adjusted, supplemented or removed. Adjustments in the ICT resources, which have a substantial impact on the Client (e.g. because data must from now on be supplied in a new way), shall be - where possible - reported to the Client through the ICT resources or otherwise. Therefore the Client must, when using the ICT resources, on frequent basis go through and follow any possible Client instructions and other data made available by Tempo-Team through the ICT resources or otherwise.

If the Client receives login details from Tempo-Team for the use of the ICT resources, such login details must be treated in the strictest confidence. If the Client suspects that the confidentiality of the login data has been breached or that there is misuse of the login data, the Client will report this to Tempo-Team as soon as possible. Tempo-Team will then deactivate the relevant log-in data as soon as possible.

#### 7.3 Security

Tempo-Team shall take proper technical and organizational security measures to protect the ICT resources against damage by viruses or other software or messages, or through unauthorized access to and use of data by the Client.

The Client is aware that it is impossible to fully exclude every contamination of ICT resources, and every unauthorized use, abuse and/or unintentional damage or loss of data. Tempo-Team shall not assume any liability towards the Client if, despite the measures taken, data of the Client do get contaminated, lost or used by unauthorized people, unless this is demonstrably resulting from intent or gross negligence by Tempo-Team.

If as part of the agreed service(s) the Client and Tempo-Team establish a link between systems of the

Client and Tempo-Team, the Client shall take appropriate action to protect the ICT resources and its processed data against damage, abuse and unauthorized access through the link from the Client's systems. To this end, Tempo-Team may specify additional requirements and it shall be entitled to temporarily suspend the link, if a lack of security at the Client's constitutes a danger for the ICT resources or other systems of Tempo-Team.

#### 7.4. ICT resources and data

The data, shown through the ICT resources shall be collected and assembled with care. However, Tempo-Team may not fully guarantee that this information is at all times correct, complete and up to date. If the Client finds that particular data are not correct, he shall immediately point this out to Tempo-Team.

If the Client communicates information to Tempo-Team through ICT resources, he is responsible for this information being correct and complete. Tempo-Team shall not be obliged to check if the information communicated by or on behalf of the Client is accurate or complete. Should Tempo-Team however do check the information and give an advice, this shall be without obligation and without accepting any liability for it.

With regard to the content of information or legal actions which are exchanged or taken through the ICT resources, its registration in or by means of the ICT resources shall be decisive. This registration shall also be decisive with regard to the time when the information is made available or received by Tempo-Team or the time when the legal action concerned is taken. In the event of a motivated dispute by the Client regarding the time or content of the information or legal action, Tempo-Team shall carry out an inquiry in a reasonable and transparent way and it shall communicate the results of this inquiry to the Client. The Client shall not be entitled to suspend payments on the basis of such dispute.

### **Article 8. General provisions**

#### 8.1. Confidentiality

Tempo-Team and the Client shall not pass on to third parties any confidential information of or on the other party, its activities, employees, staff, clients and other relationships, of which they have gained knowledge during the implementation of the agreement, unless - and insofar - the passing on of this information is required to be able to properly carry out the assignment, or unless they are legally required to make this information public.

For the purposes of this Agreement, confidential information will mean any information of a commercial, financial, technical or any other nature relating to the Parties and disclosed by the Parties to each other, whether orally, in writing or by any other means, as well as this Agreement and the information exchanged between the Parties in the course of entering into and performing it, which must reasonably be considered confidential.

Both parties also undertake to impose the duties set out in the first paragraph of this article on their own employees and any external consultants used by the parties in the performance of this agreement and the work arising therefrom.

This article will enter into force from the date of signing the agreement and will remain in force for its entire duration and for a period of 5 years after the termination of the agreement.

The Client is free to make agreements directly with the temporary worker on the confidentiality of confidential information or on the processing of personal data that the temporary worker receives during his employment with the Client. Tempo-Team will expressly not be liable for any fine, penalty or any damage incurred by the Client as a result of any breach of a duty of confidentiality by the temporary worker.

#### 8.2. Intellectual property

All intellectual property rights on ICT resources, texts, data (files), formats, logos, brands, other visual and/or audio content and any other content, including the design, selection and its ranking, which the Client shall be given access to as part of the offer or of the agreement, with the exception of content of the Client, shall explicitly remain with Tempo-Team or its licensors. This shall also apply to

#### **Confidential**

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any possible modifications, additions or works specifically requested and/or paid by the Client. With regard to the ICT resources and the content referred to above, the Client shall only be given a temporary, personal, non-exclusive and non-transferable right of use, insofar and as long as this is required to enable the use of the services agreed between Tempo-Team and the Client. Content that is specifically produced by Tempo-Team for the Client, such as a client-specific report, may also be used by the Client - for its own internal business purposes - after the service has ended.

The Client shall indemnify Tempo-Team against all and any claims from third parties related to any alleged violation of the (intellectual property) rights of these third parties of content that was made available by the Client to Tempo-Team or to the employee as part of the offer or the agreement.

#### Audit rights

- 9.1. The Client may have up to one audit per year performed at Tempo-Team. The following elements cannot be the subject of the audit: information about other Tempo-Team clients, Tempo-Team internal information not directly related to the execution of this agreement, price-sensitive information, information covered by the rules related to the protection of personal data or non-public information of employees which allows them to be personally identified. The audit can only be conducted by an external audit company. The auditors are bound by the confidentiality requirements and shall sign a confidentiality contract. The Client will compensate Tempo-Team for any damage caused by the non-compliance with the duty of confidentiality.
- 9.2. If the Client wishes to carry out an audit, it must notify its intention in writing to Tempo-Team at least ten (10) working days before the desired commencement along with the name of the audit company that will conduct the audit. Tempo-Team may reject the audit company by means of a written statement sent within five (5) days of the notification of the audit. Where appropriate, the Client will choose another audit company after consultation with Tempo-Team.
- 9.3. The audit can only cover the documents relating to a period of 1 year prior to the written notification of Article 9.2. On completion of the audit, Tempo-Team will receive a free copy of the audit report.
- 9.4. The Client will bear all costs of the audit, both his own and Ramstad's. The hours spent by Tempo-Team on the audit will be billed to the Client at the then current hourly rates of customised services.

#### Article 10. Jurisdiction of the courts and applicable law

The courts and tribunals of Brussels, Brussels division, unless Tempo-Team expressly opts for the applicability of art. 624, 1<sup>o</sup> Ger.W., will have exclusive jurisdiction to take cognisance of any disputes arising from or relating to any agreement between the Client and Tempo-Team. Only Belgian law is applicable, to the exclusion of the referral rules provided for therein.

#### Article 11. Liability

##### General

- 11.1. Tempo-Team will carry out this assignment to the best of its knowledge and abilities, in accordance with the rules and taking into account the regulations, provisions and technical standards in this regard. This agreement is an obligation of means and not an obligation of results.

##### Applicable to temporary work

- 11.2. Parties explicitly agree that Tempo-Team's liability is limited to the number of the amounts invoiced and paid for the relevant activities in that calendar year, with an absolute maximum of 100,000 € per calendar year. Tempo-Team's liability is limited to the direct damage directly resulting from the non-implementation or incorrect implementation of Tempo-Team's assignment. Tempo-Team may by no means be held liable for company damage or any other indirect damage suffered by the Client, also including any damage as a result of lost

profits, lost savings and/or the application of penalty clauses.

- 11.3. Tempo-Team is the temporary workers' legal employer, but Tempo-Team will not exercise any authority on the temporary workers. In accordance with the Law of 24 July 1987 on Temporary Work and section 1384 paragraph 3 of the Civil Code, the temporary workers will fall under the authority and hence the civil liability of the Client. As a consequence, the Client shall exclusively be liable for all and any damage caused by the temporary worker to third parties. The provision of a "temporary work clause" in the civil liability insurance of the Client is recommended.
- 11.4. Unless due to its own omissions or actions, Tempo-Team shall by no means be liable for any consequences arising from the absence and/or late presence of its temporary workers.
- 11.5. Tempo-Team shall not be liable either for the damage caused by the temporary worker to the Client during and on the occasion of his employment at the Client's. Tempo-Team shall not be liable either in the event of damage, loss, theft or disappearance of material, money or goods entrusted to the temporary worker.
- 11.6. In terms of selection, Tempo-Team's liability may never be called upon if the Client personally carries out the selection of the candidate temporary workers.
- 11.7. Tempo-Team shall not be liable either for any loans or advance payments, in kind or in cash, which may be allowed by the Client to the temporary worker. Furthermore, reclaiming the costs arising from the use of telephone for private purposes, meals taken at the company restaurant, authorized purchases etc... shall be done without Tempo-Team's intervention.
- 11.8. The Client shall not be entitled to call upon Tempo-Team's services in the event of temporary unemployment, strike or lockout at his enterprise. Where appropriate, the Client shall immediately notify Tempo-Team in writing in this respect. The mandatory withdrawal of the temporary workers in such cases shall not entitle the Client to any damages to be paid by Tempo-Team.
- 11.9. If the Client wishes to make use of the temporary employment catering, he shall be solely responsible for following up the quota granted to him.
- 11.10. The Client shall be solely liable for returning the signed client contract and (the control on) returning the completed and signed performance states.
- 11.11. As laid down in the Law, during the employment of the temporary worker, the Client shall be criminally liable in terms of correctly respecting the working times, official holidays, Sunday rest, women's work, protection of maternity, protection of breast-feeding mothers, juvenile work, night work, work regulations, provisions on controlling the performances of part-time employees, health and safety and health level of the work and the workplaces.

#### Applicable to recruitment & selection for permanent recruitment

- 11.12. Tempo-Team's liability in connection with recruitment and selection for permanent recruitment is limited to 50% of the amounts billed and paid for the relevant work in the relevant calendar year, with an absolute maximum of EUR 100,000 per calendar year. Tempo-Team's liability will be limited to the direct damage directly resulting from Tempo-Team's failure to perform the assignment or to perform it correctly.
- 11.13. Tempo-Team will make every effort to introduce a potentially suitable candidate to the Client in a prompt manner but will not be required to compensate the Client for any damage or costs if for any reason it is unable to introduce a candidate or is unable to do so in a prompt manner.
- 11.14. Tempo-Team will not be liable for damage in connection with the hiring by the Client of candidates who turn out not to meet the requirements and expectations set by the Client, unless such damage is demonstrably the direct consequence of an attributable error by Tempo-Team in the selection.

#### Article 12. Termination

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- 12.1. If the Client fails to comply with its legal duties or its duties set out in these General Terms and Conditions, as well as in case of non-payment and acting in violation of Tempo-Team Business Principles, Tempo-Team will be entitled, without being liable for the payment of any damages and retaining the right to claim damages from the Client, to immediately terminate the current agreement(s) without prior judicial intervention or prior notice of default and to immediately withdraw its temporary workers. Tempo-Team may choose to suspend its performance until the Client fulfils its duties or terminate the agreement with the Client.
- 12.2. In case of dissolution by Tempo-Team as indicated above, in case of unilateral termination of the agreement by the Client or in case of unilateral termination (Art. 1794 Old Civil Code), the Client will pay a fixed compensation equal to the sum of the invoices Tempo-Team would have made if the agreement had been fully executed, with a minimum of EUR 125 per calendar day.
- 12.3. Such liquidated damages will also be due in case of nullity of the agreement between the Client and Tempo-Team as a result of non-compliance by the latter with the legal duties imposed on it or as a result of erroneous information provided by the Client when concluding the relevant agreement.
- 12.4. Tempo-Team reserves the right in any case to demand a higher compensation sum on condition that it can prove the extent of the damage.
- 12.5. In case of special - foreseen or unforeseen - circumstances, such as developments in laws and regulations, Tempo-Team will be entitled to amend or terminate the agreement with immediate effect if, in view of such special circumstances, Tempo-Team cannot reasonably be required to continue the agreement under the same terms and conditions.
- 12.6. In case of bankruptcy, cessation of payments or judicial reorganisation of the Client, Tempo-Team may immediately terminate the agreement without any compensation to the Client.
- 12.7. The provisions of the agreement and these General Terms and Conditions intended to survive termination of the agreement (including art. 14) will survive this agreement.

### Article 13. Force majeure

If the implementation of the agreement has become impossible or unreasonably severe for one or for both parties, due to force majeure and thus totally beyond one's or their control or without any fault on one's or their part, the other party shall have the possibility to immediately terminate the agreement after a period of thirty (30) days after the onset of the force majeure, or at the onset of the force majeure if at the onset it becomes clear that the force majeure will last longer than 30 days.

### Article 14. Takeover of temporary workers and employment of candidates by the Client

#### Applicable to temporary work

The Client may enter into an employment relationship or other contractual relationship (directly or through a third party) with a temporary worker for the same or a different position at no cost when that temporary worker:

- performed a minimum of 90 full NSSO days through Tempo-Team: if the temporary worker is unskilled;
- performed a minimum of 130 full NSSO days through Tempo-Team: if the temporary worker is skilled (including technically skilled).

If the Client will conclude such employment/contractual relationship with the temporary worker before the temporary worker has performed the minimum period through Tempo-Team, the selection fee as agreed in the contract will be charged pro rata. Temporary worker's gross monthly salary means gross monthly salary of a full-time employee.

If, within 6 months of the presentation of a candidate temporary worker by Tempo-Team, the Client still will conclude an employment relationship/contractual relationship himself (directly or through a third party) with this candidate temporary worker originally rejected by

him, the Client will be liable to pay the above selection fee in full with immediate effect. Where applicable, the gross annual salary will be calculated on the basis of the salary in force at the Client for the relevant position (with the Client's Joint Committee's bar scales as a minimum).

The selection fee is budgeted at a flat rate and is intended to reimburse Tempo-Team's efforts and costs incurred in selecting, screening and proposing candidate temporary workers to the Client in performance of this agreement, as well as Tempo-Team's lost profit as a result, in case of non-compliance with the minimum agreed duration of temporary work.

This regulation applies to every (candidate) temporary worker regardless of the applicable social security status (regular, student, flexi, etc.) as the same efforts and costs must be made and incurred. In contrast, this arrangement does not apply to temporary workers recruited and selected by the Client. This article will remain in force for 1 year after the termination of this agreement

### Applicable to recruitment & selection for permanent recruitment

For each candidate selected by Tempo-Team, proposed and employed by the Client, Tempo-Team will bill an agreed all-in selection fee.

Will mean gross monthly salary: the gross monthly salary of a full-time employee at the Client.

This selection fee is also due in full if the Client will conclude an employment relationship or contractual relationship (directly or through a third party) with a candidate he has rejected within 6 months of Tempo-Team's presentation of the candidate.

This article will remain in force until 1 year after the termination of this agreement.

### Article 15. Sanctions

The Client declares that it is not part of or controlled by any party that is the subject of Sanctions, nor is it itself or through any of its subsidiaries, officers, directors or employees the subject of Sanctions. The Client represents that no party that owns or controls it, nor the Client itself or any of its subsidiaries, officers, directors or employees thereof, has ever been subject to any claim, proceeding, formal notice or investigation relating to Sanctions. The Client will take all reasonable steps to ensure that it and its subsidiaries comply with the Sanctions Regulations and do not engage in any activities that would cause Tempo-Team, Tempo-Team's permanent employees, board members or temporary workers to breach the Sanctions Regulations. The Client must ensure that it does not provide Tempo-Team with any funds derived from business or transactions with a party that is the target of Sanctions, or from any activity that breaches a Sanction. "Sanctions" includes any trade, economic or financial sanctions, laws, regulations, embargoes or restrictive measures administered, enacted or implemented by a relevant sanctions authority.

### Article 16. Final provisions

16.1. The parties agree that the provisions of these General Terms and Conditions shall be interpreted in accordance with the law and that they shall therefore apply only insofar as they are not contrary to provisions of mandatory law or public order.

16.2. The invalidity or non-enforceability of one or more provisions of this Agreement in no way compromises the validity or non-enforceability of the other provisions. Parties undertake to do everything that is reasonably necessary or advisable to keep the non-valid or unenforceable provision and this contract in force, or to replace such provisions with other provisions that have substantially the same economic effect for the parties. The agreement will remain in force until then as if such void provision had never existed insofar as the application of the present Article does not ignore the commercial objective of the parties under this agreement.

16.3. These General Terms and Conditions may not contain any deletions and will apply exclusively to any agreement between the Client and Tempo-Team, to the exclusion of any other terms and conditions, not otherwise expressly

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agreed in writing.

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