

## GENERAL TERMS AND CONDITIONS FOR TENTOO PARTNERS

### 1. Area of application

These General Terms and Conditions apply to contracts concluded by the non-profit association (*vereniging zonder winstoogmerk: vzw*) under Belgian law: Tentoo Partners, with registered office at 1930 Zaventem, Ikaroslaan 14, Belgium, and enterprise number 875 199 524. The General Terms and Conditions apply insofar as they are not explicitly deviated from in the Membership Contract and, together with the articles of association, form part of the agreement concluded between the affiliate and Tentoo Partners vzw in the manner set out below.

### 2. Object of the agreement

The client authorises Tentoo Partners to act as a service provider, helping the client with its social security and tax personnel administration.

The client authorises Tentoo Partners, in its name and on its behalf, to carry out all administrative formalities relating to social security and tax matters concerning the employment of personnel in public or private administrations, as well as third parties. Tentoo Partners acts in the name and on behalf of the affiliate, to whom it provides the necessary information and assistance in this regard.

Tentoo Partners can only be held liable for any excess social security contributions calculated for the Belgian National Social Security Office (*Rijksdienst voor Sociale Zekerheid: RSZ*) during the same period as the limitation period of the claim for reimbursement of these social security contributions. After the expiry of this period, Tentoo Partners cannot be held liable under any circumstances for the over-calculated social security contributions.

### 3. Powers of attorney

With a view to completing the formalities referred to in clause 2 with reference to the National Social Security Office (RSZ) and the Direct Tax Department (*Administratie der Directe Belastingen*), the affiliate shall grant Tentoo Partners the necessary powers of attorney. A copy of these powers of attorney forms an integral part of the General Terms and Conditions and the Membership Contract.

The affiliate also authorises Tentoo Partners to represent it in the presence of other public or private bodies, with the exception of sectoral funds that collect the contributions directly.

In accordance with section 31c of the Law of 29 June 1981 on the general principles of social security for employees, this agreement governs (1) the content and (2) the temporal scope of the mandate regarding the social security formalities to which Employer is obliged with regard to social security institutions:

- 1) The client gives Tentoo Partners a mandate in the context of social security obligations (such as Dimona, DMFA, e-ASR) in accordance with agreements between parties.
- 2) Tentoo Partners undertakes, after the expiry of this agreement, to effectively carry out the necessary technical transactions for the quarters and for the social security obligations that fell under its mandate. This does not apply if the client agrees with another proxy holder that this proxy holder will effectively carry out the necessary technical transactions for the quarters and for the social security obligations that fell under the mandate of Tentoo Partners.

These principles are also applied to the obligations concerning social security documents as well as the technical declarations within the framework of the tax obligations linked to the payroll calculations.

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## 4. The client's obligations

The affiliate undertakes to comply with the obligations contained in the General Terms and Conditions and the Membership Contract, and in particular to pay the amounts specified in the Membership Contract under clause 3 within the term set by Tentoo Partners. In the absence of payment within the specified period, interest on arrears of 12% will be calculated on the overdue amount and VAT will be charged by law, with a minimum amount of €100. If the client fails to pay the invoices, Tentoo Partners shall be entitled, after written notification, to suspend all further work for the client until the 14th day following payment of the outstanding overdue invoices. In the event of a recurrence of non-payment, Tentoo Partners can legally and without notice terminate the agreement at the expense of the client. Tentoo Partners shall inform the client in writing of the date from which this agreement shall be considered terminated. In that case, no severance payment will be due for unilateral termination without notice by Tentoo Partners. All consequences associated with suspension or removal of the client pursuant to the provisions of this clause shall be borne by the client and shall be its responsibility. Administrative expenses shall remain payable during the suspension.

### Provision of information

The affiliate undertakes to provide Tentoo Partners in a timely and correct manner with the necessary information on documents, electronic media or in any other manner accepted by the latter. The client is solely responsible for the completeness, correctness and timely provision of this information.

In the case of electronic Dimona declarations via Tentoo, the client must notify Tentoo Partners of the declaration of a new posting at least 3 days before the start of the employment, failing which the notification will be considered late. Tentoo is not obliged to check the content, completeness and accuracy of the data provided to it by the client. Incorrect or incomplete information or information that is provided late by the client which gives rise to the establishment of an infringement of the law, constitute a personal error on the part of the client. Tentoo does not accept any responsibility vis-à-vis the official bodies, third parties or employees of the client for the accuracy of the information provided to it by the client.

### Payroll calculations

In order to provide Tentoo Partners with the information referred to in this agreement, the client shall only use the documents, electronic carriers or in any other manner made available by Tentoo Partners for this purpose. This information must enable Tentoo Partners to carry out payroll calculations. They shall be provided in a form and within a period agreed by both parties.

After each payroll calculation, Tentoo Partners provides the client with the results of this calculation in the form of standardised pay slips. This document gives an overview per employee of the payroll calculations per payment period. The data processed by Tentoo Partners is deemed to irrevocably correspond to the data transmitted by the affiliate, unless otherwise stated by the affiliate within five days of the day following the processing by Tentoo Partners.

In the absence of any response within this period, the client's approval of these pay slips is irrefutably presumed. This presumption applies both to Tentoo and to third parties such as the government inspection services, the client's employees, etc.

Only improvements reported by the affiliates within five days will be implemented without charging any additional costs.

### Payment of management and administration charges

The client undertakes to pay the management and administration charges and the agreed prices as set out in the financial conditions of the Membership Contract.

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Administrative charges are charged once at the time of affiliation, and constitute a fee for the activities that Tentoo Partners performs for the client in accordance with this agreement. Unless otherwise specified, management expenses are a fixed amount per employee.

Certain changes in the legal regulations may be the subject of an additional agreement between the client and Tentoo Partners and may give rise to a change in the management expenses and the agreed prices. The management expenses and the agreed prices evolve along with the operating costs. However, their increase will not exceed, on an annual basis, the adjustment to the consumer price index of +1%.

VAT is due on the management expenses and the agreed prices. They shall be paid by power of attorney for banking transactions ('bankvolmacht'), unless otherwise provided. Assignments relating to work carried out over previous periods that have been closed will always be charged separately.

## 5. Obligations of Tentoo Partners

Tentoo Partners undertakes to comply with its obligations as set out in this agreement. Tentoo Partners may undertake to complete new formalities resulting from the evolution of laws and decrees on social and tax matters.

### Implementing the payroll calculations

Tentoo Partners converts the gross wages of the employees into net wages on behalf of the client. Tentoo Partners cannot substitute itself for the client in determining the gross salary to be taken into account in the payroll calculations.

The payments of the net salaries are made by the client on the basis of a bank file supplied by Tentoo Partners. Tentoo prepares a payslip prior to the delivery of this bank file, which is then sent to the client.

Tentoo Partners shall not be liable if, through a fault of the client, the final payroll calculation can only be carried out effectively outside the period provided for in the client's work rules or in the relevant statutory provisions. The payment of wages on the basis of Tentoo Partners' payroll calculations is not intended to extinguish the client's legal obligations in this area. The client as employer remains fully liable for any claim from third parties. The client indemnifies Tentoo Partners against any claim that may be brought against Tentoo Partners in this respect.

### Additional services

At the client's request, Tentoo Partners shall provide the client with written information on the pay scales and minimum wages determined by collective bargaining agreement in the joint committees insofar as Tentoo Partners is in possession of this information. However, the client is responsible for determining and monitoring gross wages, including indexations and incremental salary increases.

Tentoo Partners also advises the client on the joint committee under whose authority the latter may fall, based on the main activities that the client carries out and communicates to Tentoo Partners. The advice is purely illustrative; Tentoo Partners cannot be held liable for the consequences of the decision of the government to declare another joint committee competent for the client.

At the request of the client, Tentoo Partners can provide advice and assistance in drawing up and issuing individual employment contracts, work rules or other social security documents. Tentoo Partners delivers these documents to the client, who distributes them itself. The drafting of such documents by Tentoo Partners does not aim to extinguish the legal obligations of the client in this respect.

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Upon simple request, the affiliate can obtain legal advice from Tentoo Partners on legal, tax, and labour law matters. This could include, for example, printing of legal texts and collective bargaining agreements from Tentoo Partners' legal database.

The additional services will be charged separately. Tentoo Partners cannot be held liable in the event that this information is incomplete or reflects interpretations that are not subsequently confirmed by case law.

## 6. Liability

For the performance of its obligations as a proxy holder and insofar as Tentoo Partners has exclusivity, Tentoo Partners is deemed to have entered into a best efforts obligation. Tentoo Partners is therefore liable if it is shown that it has not fulfilled its obligations as a result of incorrect conduct. In that case, the client can recover any damage or loss incurred and proven by the client from Tentoo Partners. The compensation is limited to the immediate and direct consequences of Tentoo Partners' incorrect conduct. The client cannot claim compensation for other damage or loss that would result from Tentoo Partners' incorrect conduct, such as financial losses in interest or investments or profits hoped for, consequences of a strike, increase in overheads, etc. If possible, Tentoo Partners will correct the error at its own expense. In that case, the client will not be able to claim any compensation. The maximum liability of Tentoo Partners under this agreement shall in any event not exceed the total of the management expenses owed by the affiliate during the 12 months preceding the event giving rise to the loss or damage. If the client wishes to exercise any right to compensation, it must notify Tentoo Partners of this by registered letter within six months of the alleged error occurring. This under penalty of forfeiture of this right. Tentoo Partners is released from its obligations in the event of force majeure. The following are always considered cases of force majeure: fire, technical malfunctions, computer failure and any other situation that seriously hampers the work of Tentoo Partners.

Tentoo Partners cannot be held liable for any direct or indirect damage or loss resulting from a malfunctioning of the client's equipment or telecommunications of third parties, or for any interruption of Tentoo Partners' service for reasons beyond the control of Tentoo Partners.

Tentoo Partners cannot be held responsible if the affiliate fails to provide Tentoo Partners with the necessary information or provides incorrect information. Nor can Tentoo Partners be held liable if the affiliate fails to transfer the necessary funds intended for public or private organisations to Tentoo Partners or fails to do so within the set time limit.

Subject to any recourse against Tentoo Partners on account of a clerical or management error, the affiliate remains liable to public or private bodies, the employees and any third party for the obligations fulfilled by Tentoo Partners on behalf of the affiliate.

The affiliate may, under its own responsibility, give Tentoo Partners a written formal instruction to automatically carry out conventional and legal wage adjustments on the basis of the data and information known to it. The withdrawal of such instructions must be done in writing.

Tentoo Partners has no responsibility whatsoever for determining the joint committee competent for the activity of the affiliate, nor for the application of any type of collective or individual employment contract, in particular with regard to the indexation of wages and the determination of remunerations.

## 7. Confidentiality of data / Protection of privacy

Tentoo Partners undertakes to treat all data provided to it by the client in the execution of this agreement as strictly confidential. Tentoo Partners shall provide the necessary security measures to ensure the confidentiality of the data.

The client shall ensure the accuracy and relevance of the personal data transmitted to Tentoo Partners, as well as their compliance with the applicable regulations. Tentoo Partners' liability is limited to the application of the rules set out below.

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Tentoo Partners shall ensure that, as regards persons acting under its control, and the possibilities for processing are limited to what the persons need for the performance of their functions or to what appears necessary for the needs of the service. These persons will be informed by Tentoo Partners of the privacy legislation and the EU General Data Protection Regulation (GDPR). Tentoo Partners shall ensure that these same persons may process this data only on the instructions of the client, except in the event of an obligation imposed by or pursuant to a law, decree or ordinance or any other normative rule.

Tentoo Partners shall take appropriate technical and organisational measures to prevent unauthorised processing of the personal data processed. Tentoo Partners and the client shall each appoint one or more contact persons for themselves. Requesting and/or providing data can only be done through this person.

The client is advised to inform its employees that their data is being processed for payroll administration and personnel management purposes. The data may also be used for purposes not included in this agreement in the event of garnishment, salary assignment or a lawful order by the government.

The client may at any time, by ordinary letter or electronically, request the relevant client manager to consult, correct or delete the personal data communicated to Tentoo Partners.

## **8. Duration and termination of the agreement**

This agreement enters into force on the date specified in the Membership Contract and is concluded for an indefinite period with a minimum term as provided for in the Membership Contract.

It will then be tacitly renewed each time for the duration of one calendar year, unless terminated by one of the parties by registered letter, which must be sent by 31 September at the latest. The termination shall not take effect earlier than 31 December of the year in which the termination was served on the other party.

After 31 December of the year in which the termination took place, Tentoo Partners may only carry out work relating to the previous year and the purpose of which is to close this period, provided that the client provides Tentoo Partners with the necessary information to this end within the first 14 days of January.

The agreement shall be terminated if the parties fail to comply with the clauses of this agreement. The termination may be determined in particular on the part of the affiliate if it:

- a) Fails to provide the necessary information or documents within the agreed period. In this case, the agreement will be terminated 10 days after notice of default by registered letter.
- b) Does not respect the conditions of the termination.
- c) Terminates the agreement before the agreed period.
- d) Fails to pay the amounts specified in clause 3 of the Membership Contract. In the absence of full payment of the amounts due within 10 days after notice of default by registered letter, the agreement can be terminated.

In such case, Tentoo Partners will inform the client by registered letter.

The agreement automatically terminates by the death, apparent inability to pay, dissolution or bankruptcy of the client. In the event of apparent inability to pay or bankruptcy, the agreement shall end by operation of law at the moment that payments to Tentoo Partners are suspended.

In the event of early unilateral termination or unilateral termination in contravention of the three-month period of notice, the party that so terminates shall be liable to the other party for a lump-sum payment equal to half of the management expenses that would normally have been

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incurred for the remainder of the term of this agreement, with management expenses.

In the event of termination of the agreement as provided for under d., the parties contractually agree to increase the unpaid amounts by 10%, without prejudice to any additional compensation.

Tentoo Partners may unilaterally amend the provisions of this agreement. The client will be informed of this immediately in writing. After receiving this letter, it has 30 days to terminate the agreement by registered letter. The agreement will then end on 31 December of the then current year.

## 9. Dispute resolution

This agreement shall be complied with in good faith by both parties. All disputes in connection with the performance of this agreement shall be settled by the parties by amicable agreement. If they do not reach an agreement, the court of Antwerp shall have exclusive jurisdiction, even in the event of third party proceedings and with various defendants. Belgian law is applicable.

## 10. Affiliate declaration

The affiliate declares to have taken note of the articles of association, the General Terms and Conditions and the Special Conditions in the Membership Contract. By signing the General Terms and Conditions and the Membership Contract, the affiliate accepts without reservation the articles of association of Tentoo Partners, a copy of which it will receive at its request.

On behalf of the affiliate,

On behalf of Tentoo Partners,

**CLIENT REPRESENTATIVE**  
**POSITION**

Johan De Boel  
Managing Director