

Annex 1: General Terms and Conditions - Consulting

1. Scope of application: These General Terms and Conditions ("T&Cs") apply insofar as they do not contain any conflicting provisions with any Framework Agreement/Affiliation Agreement concluded between SD Worx and the Customer. In this case, the Framework Agreement/Affiliation Agreement takes precedence.

2. Subject: The Customer wishes to commission SD Worx to perform certain services. SD Worx accepts this assignment. An accurate description of these services and of the pricing is set out in the purchase order/proposal/statement of work, as the case may be; together with the present GTAC they constitute an Agreement. In the event of conflict between the terms of the Agreement, the following rules of priority shall apply: i) the GTAC, ii) the purchase order/statement of work and iii) the proposal, unless agreed otherwise. No revision or modification in the terms and conditions of the Agreement shall become effective unless duly agreed upon in writing between the Parties. SD Worx undertakes to i) use reasonable efforts to perform the services in a professional manner, with reasonable care and skill in accordance with all laws applicable to SD Worx; ii) provide the services based on and within the limits set by the the customer data provided by the Customer. In doing so, SD Worx is entitled to rely on the accuracy, completeness and legality of the customer data provided by the Customer.

3. Fees: The services will be provided at the fees set forth in the purchase order/proposal/statement of work. All fees are expressed in Euros and are VAT excluded. Any discount granted will be a one-off and does not grant any right to any future entitlement. Unless stipulated otherwise, all agreed fees mentioned in the purchase order/proposal/statement of work will be indexed yearly to meet the rising costs of operation. On an annual basis, this fee increase shall not exceed the adjustment to the index of the consumption prices increased by 1%. The application of this indexation cannot lead to a price reduction. All invoices submitted by SD Worx in accordance with this Agreement shall be paid within 30 days of the date of such invoice. Any invoice amount which has not been paid by its due date and which is not subject to a bona fide dispute will immediately and without notice accrue late payment interests at 1% per month. The fees for all Services under the Agreement can be adjusted by SD Worx in the event of: a) a change in the scope of the services; b) a change in payment method used by the Customer, e.g. direct debit mandate or bank mandate; c) a change in the applicable laws which imposes new obligations on the Customer as employer and/or on SD Worx. The Customer shall reimburse SD Worx for all reasonable administrative costs and costs incurred by SD Worx for the recovery of all outstanding amounts and any other damages SD Worx has suffered as a result of this default, with a minimum amount of 100 EUR. If the Customer fails to comply with its obligations under the Agreement, SD Worx is entitled to i) require the payment of advances from the Customer, ii) terminate or suspend the Agreement. Any delays or phased roll out may impact the fees and the delivery times, and could result in a complete work stoppage until resources can be reassigned.

4. Obligations of the Customer: The Customer undertakes: (i) to perform the Agreement in accordance with applicable laws; (ii) to provide all necessary support and to respond to and fulfill any reasonable request by SD Worx in relation to the services; (iii) to provide SD Worx with all necessary facilities for the fulfillment of its obligations under the Agreement (such as access to the Customer's premises, office and computer facilities, etc.) and to enable SD Worx to access and use all information, data and networks, all the aforementioned limited to such facilities and such access/use reasonably necessary for the performance of the services; the Customer shall be responsible for managing SD Worx' access rights to aforementioned facilities, including the granting, suspension and withdrawal of such access rights where appropriate. Furthermore, the Customer is responsible for the timely selection, acquisition, configuration, maintenance and good functioning at its own cost and risk all computer systems, software and networks on Customer's side of the point of connection required to receive the Services; (iv) to formulate its needs accurately and comprehensively and to inform SD Worx of the practices or constraints specific to the Customer's business; (v) to promptly communicate to SD Worx any error, omission or non-compliance it has detected in the services delivered; (vi) to notify SD Worx of all the difficulties that may be encountered during the performance of the services and which could have an impact on the contractual obligations of either Party, vii) to communicate to SD Worx promptly and in any event within the timings agreed by the Parties, all necessary or useful information and data; The Customer shall be solely responsible for all customer data provided by the Customer, including but not limited to the accuracy, completeness, legality, quality and the timely provision thereof.

5. Liability: A Party is liable for all claims, demands or actions in relating to the Agreement, whether for breach of contract, warranty, misrepresentation or in tort (including negligence) irrespective of the gravity of the fault, for damage caused by proven defaults attributable to it within the bounds of this Article. If one of the Parties is in breach of the Agreement, the other Party may serve notice of default. The notice of default must specify in reasonable detail the nature of the default allowing the defaulting Party a reasonable period - and at least thirty (30) days from the receipt of the notice of default - to remedy the default. If the default is rectified by the Party in breach, the other Party cannot claim damages. Each Party's liability will be limited to foreseeable, direct and personal damage suffered, to the exclusion of consequential damages, the latter being damages or losses that do not directly and immediately result from a wrongful act, either contractually or extra-contractually but instead indirectly and/or after the lapse of some time, including but not limited to loss of earnings, business interruption or stagnation, increase of personnel cost and/or the cost of personnel depletion, damages comprising or resulting from claims by third parties, failure to realize anticipated savings or benefits and loss of data, profits, time or revenue, loss of orders, loss of Customers, increase of overhead costs, consequences of a strike, however caused. In any case, SD Worx' maximum liability under the Agreement will not exceed the value of the Agreement or, in case the term of the Agreement exceeds one year, the yearly value of the Agreement. The right to claim damages for defaults attributable to SD Worx will be forfeited irrevocably twelve (12) months after the occurrence of the alleged error; the Customer must serve a notice of default within the aforementioned term, providing a detailed description of the alleged error.

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

7. Confidentiality: Both the Customer and SD Worx will each appoint one or more contact persons. Any request for information and/or supply of information must only take place through the intermediary of these persons. The Parties undertake to limit the disclosure of and access to the confidential information to their affiliates, directors, managing directors, employees, subcontractors, agents and/or external advisors (i) who are directly involved with the performance of the relevant part of the Agreement, (ii) for whom the Confidential Information is essential in this respect and (iii) upon the condition that they are bound by obligations of confidentiality substantially similar to the provisions of this Article. SD Worx will take all the necessary security measures to ensure the confidentiality of these data.

"Affiliate" means "Any corporation, company or entity identified as such in a Statement of Work or any person that directly or indirectly controls, is controlled by, or is under common control with, a Party, where "control" means the possession, directly or indirectly, or the power to direct or cause the direction of the management policies of a person, whether through the ownership of voting securities, by contract or otherwise. All entities of the SD Worx group are each other's affiliates under this definition".

8. Personnel: SD Worx reserves the right to specify the consultants to be allocated to an assignment and to change consultants in the course of the assignment. The consultants of SD Worx can never be regarded as employees of the Customer. In accordance with the applicable local

legislation on temporary work, temporary agency work and the posting of workers to users, the Customer, its employees or agents are prohibited to give any instructions to employees of SD Worx will expressly refrain from exercising any kind of authority over SD Worx' employees. The consequences of a violation of this prohibition are to be borne by the Customer. Parties therefore agree and acknowledge explicitly that the legal relationship created between them is one of two independent legal persons. Parties observe all legal social, fiscal and commercial obligations applicable to independent undertakings. During the term of the Agreement and for one (1) year as of the termination of the Agreement, neither Party shall, without the prior written consent of the other Party, employ, either directly or indirectly (e.g. as consultant, an independent adviser, by means of a company or otherwise), any of each other's co-workers who shall have been directly associated with the performance of the Agreement. In the event of non-respect of this provision, the defaulting Party incurs liability to payment to the other Party of an indemnity equal to the amount of one (1) year of gross salary due by a Party for the employee concerned at the time of termination of his employment contract (including the benefits acquired under the employment contract and the employer's contribution) or the annual value of the fees owed to the other Party for the agent in question at the time of termination of his cooperation Agreement. No Party shall be entitled to make any non-contractual liability claim against any other Party or an auxiliary of (an Affiliated Company of) such Party on the basis of, or in connection with, this Agreement. This limitation of liability applies to the fullest extent permitted by law. The auxiliary persons concerned are third-party beneficiaries of this clause.

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

10. Data Protection: Each Party shall, at all times, comply with its respective obligations under all applicable data protection legislation and the data protection clauses set forth in this Article in relation to all personal data processed under the Agreement.

10.1 Scope and purpose: In connection with and for the purpose of the performance of the services under the Agreement, the Customer instructs SD Worx to process such personal data on its behalf in accordance with the provisions of the present Agreement. Personal data will be processed for the performance of the services under the Agreement, including the following purposes: a) Employee HR administration; b) Payroll and employee benefits administration; c) Compliance with social and fiscal 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) Providing access to information systems and premises h) Maintaining, tailoring and improving the efficiency, quality, performance, functionality and security of the Services i) Compliance with Data Protection Legislation, information security requirements and service level agreements; j) Any other purpose of processing of personal data agreed upon between Parties in the relevant order form or any other document of the Agreement. For the avoidance of doubt, personal data will be processed beyond termination of the Agreement for the purposes established in (c) and (k).

10.2 Specification of data processing: The Parties shall comply with the applicable Data Protection Legislation (A) EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("General Data Protection Regulation" or "GDPR"), (B) together with any other laws resulting from such Regulation (A and B together "EU Data Protection Laws") and/or (C) all other applicable laws of any other country with regard to the protection of personal data or privacy. However, unless explicitly agreed otherwise, SD Worx is not responsible for compliance with any laws and regulations applicable to the Customer or the Customer's industry that are not generally applicable to SD Worx. For the performance of the services, SD Worx is a processor acting on behalf of the controller, in particular the Customer. As a processor, SD Worx will only act upon Customer's instructions. This Agreement is Customer's complete instruction to SD Worx with regard to the processing of personal data. Any additional or alternate instructions must be given in writing and agreed by the Parties. Except in case the Customer protests in writing, SD Worx, as a controller, may process the personal data of Customer's employees for the purposes of improving its services and for scientific, statistical or historic research purposes, of which the result can be made available. SD Worx guarantees the anonymization of such personal data when used for such activities. 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. The processing relates to personal data of present and former job candidates, employees, contractors, agents and other collaborators of the Customer, as well as third parties who are appointed by the aforementioned persons as family members or contact persons, and concerns the following categories of personal data: a) Personal details such as name, birth date, etc; b) Contact details such as address, e-mail address, telephone number, etc.; c) Marital status and information on partner and children; d) Payment details, including bank account number; e) Employee number; f) Job (description); g) Employee contract data including but not limited to gross salary, compensations and other employee benefits; h) Social security number (if required for government declarations), such as Rijksregisternummer (INSZ) in Belgium or Burgerservicenummer (BSN) in the Netherlands; i) Expenses; j) Time registration and absence information; k) Qualifications, including CV and references; l) Information regarding education, training, etc. the data subject has received or will follow; m) Information regarding personal development and evaluations; n) Authentication credentials to use the services, such as username, IP address, PC Name, etc; o) Activities performed by Customer users in their use of the services; p) Any other category of personal data agreed upon between Parties in the relevant order form or any other document of the Agreement. Customer's data fields can be partly configured as part of the implementation of the services or as otherwise permitted within the scope of the services. SD Worx shall direct to the Customer or the relevant controller directly, any requests of data subjects, personal data breach notifications, requests for audit or investigation or any other requests. The Customer shall subsequently internally distribute such request or notifications to the relevant controller. Notwithstanding the above or anything to the contrary in this Data Processing Agreement, SD Worx shall be entitled to use the Personal Data for the purposes of improving its service offerings, and for analysing patterns and trends on aggregated data to generate insights that help improve its service offerings. SD Worx warrants that it complies with Data Protection Legislation in processing Personal Data for these purposes.

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

10.4. Disclosure: SD Worx will not disclose personal data to any third Party, except (1) as the Customer instructs, (2) as stipulated in the Agreement or (3) as required for processing by approved sub-processors in accordance with Article 10.6 or (4) as required by law. If the Customer instructs SD Worx to transfer personal data to a third Party stakeholder, the Customer is and remains solely responsible to enter into written Agreements with such third Party stakeholder regarding the protection of such personal data, and the Customer shall indemnify, defend and hold SD Worx harmless against any and all losses arising from a transfer of personal data between SD Worx and such third party stakeholder, unless and to the extent such losses are attributable to proven defaults of SD Worx. SD Worx represents and warrants that persons authorized to process personal data, have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

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

Upon termination of the Agreement, SD Worx shall delete or anonymize all personal data on its systems (without prejudice to any backups made for recovery which are retained for no longer than six (6) months) 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. Upon written request submitted by the Customer no later than thirty (30) calendar days prior to the last effective day of the Agreement, SD Worx will provide the Customer with a copy of the live personal data on its systems on the last effective day of the Agreement. If the Customer wishes to receive such personal data in a format other than that in which the personal data is available on SD Worx's systems, article 10.13 of this Agreement shall apply.

10.6. Use of sub-processors: The Customer acknowledges and expressly agrees that SD Worx may transfer personal data to third Party sub-processors for the provision of the services if such transfer is done in accordance with the terms of this Article. 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 fully liable for any such sub-processor's compliance with its obligations under the Agreement. SD Worx shall inform the Customer in advance of all sub-processors that will process personal data in connection with the performance of the services and shall inform the Customer if it engages a new sub-processor. Thereafter the Customer has thirty (30) days to reasonably object to SD Worx's use of this new sub-processor. Upon signature of the present Agreement, the Customer authorises the use of the sub-processors on the list of sub-processors as provided to the Customer or as available on the SD Worx website or 'My SD Worx' 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. SD Worx will perform any international transfer in compliance with applicable data protection legislation, including the use of Standard Contractual Clauses..

10.7. Technical and organizational measures: SD Worx has implemented and will maintain appropriate technical and organizational measures intended to protect personal data against accidental, unauthorized or unlawful access, disclosure, alteration, loss or destruction in accordance with technological developments. 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 as well as other information concerning the security measures and the SD Worx security policy that the Customer may reasonably request. The Customer is solely responsible for checking whether the technical and organisational security measures taken by SD Worx for SD Worx Services meet the requirements of the Customer. The Customer acknowledges and agrees that the security measures implemented by SD Worx offer a degree of security in accordance with the risk associated with the processing of personal data, taking into account the state of the art, the execution costs, as well as the nature, scope, context and purposes of the processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.

10.8. Privacy and data protection representative: SD Worx has appointed a "Data Protection Officer" responsible for privacy and data protection matters. This Data Protection Officer can be reached at the following address: SD Worx People Solutions NV, Attn. Data Protection Officer, Brouwersvliet 2, 2000 Antwerp, Belgium, dataprotectionofficer@sdworx.com

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

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

10.11. Notifications: Unless legally prohibited from doing so, SD Worx shall notify the Customer as soon as reasonably possible if it or any of its sub-processors, with regard to the Customer's personal data: a) receive an inquiry, a subpoena or a request for inspection or audit from a competent public authority relating to the processing; b) intend to disclose personal data to any competent public authority outside the scope of the services of the Agreement. At the request of the customer, SD Worx shall provide a copy of the documents delivered to the competent authority to the customer; c) receive an instruction that in the opinion of SD Worx infringes the data protection legislation and/or the obligations of this Agreement.

10.12 Compliance & Audit: Upon its request, SD Worx shall make available to the Customer all information reasonably required to demonstrate compliance with its obligations under this Data Processing Agreement. This information will be provided through information packages, certifications, and assurance letters.

The Customer or its independent third-party auditor reasonably acceptable to SD Worx may audit SD Worx's control environment and security practices relevant to Personal Data if:

- a) SD Worx has not provided sufficient evidence of its compliance with the technical and organisational measures protecting Personal Data as part of Article 10.12;
- b) a Personal Data Breach has occurred in relation to the Customer;
- c) an audit is formally requested by Customer's competent data protection authority; or
- d) applicable Data Protection Legislation confers Customer a direct audit right and provided that Customer shall only audit once every twelve (12) months unless more frequent audits are required by applicable Data Protection Legislation.

Customer shall provide at least sixty (60) days advance notice of any audit unless applicable Data Protection Legislation or a competent supervisory authority requires shorter notice. Before the commencement of any such additional audit inquiries, the Customer and SD Worx shall mutually agree upon the scope, timing and duration of the audit.

10.13 Assistance: SD Worx may invoice the Customer at the then applicable prices for the time and materials for any assistance provided at the request of the Customer as stipulated in Articles 10.5, 10.10 and 10.12 of this Agreement with regard to data processing. These prices will be made available to the Customer on request and in any event before the commencement of such assistance.

11. Term and termination: The day upon which this Agreement enters into effect, its term, the notice period and possible extensions are stipulated in the purchase order/proposal/statement of work. An Agreement with a fixed term cannot be terminated prematurely, unless agreed otherwise. The termination of the Agreement must be notified to the other Party by registered letter. In case of cancellation, delay of the services by the Customer for more than 3 months, premature unilateral termination or, if applicable, unilateral termination without observing the applicable notice period, the Party terminating prematurely will owe the other Party a compensation equal to 80% of the average of the recurring fees and any other recurring charges of the last 12 months, multiplied by the number of months of the remaining term of this Agreement. In the absence of specific stipulations, the assignment will commence on receipt of the signed purchase order/proposal/statement of work. From that date onwards all performances and occurred costs will be invoiced. The Agreement will automatically terminate as a result of the demise, the manifest insolvency, the liquidation or the bankruptcy of the Customer. In the case of manifest insolvency or bankruptcy the Agreement will be terminated ipso jure as soon as the payments to SD Worx have ceased.

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

13. Waiver: Failure by SD Worx to exercise a right or to apply a sanction cannot be interpreted as a waiver of these rights.

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