

## Article 1 – Definitions

**General Conditions:** these General Terms and Conditions for Interim Management (RW-CL);

**Client:** the client of Robert Walters that instructs Robert Walters to propose Candidates for the performance of an Interim Assignment;

**Robert Walters:** Robert Walters NV, having its registered office at Louizalaan 326 in 1050 Brussels, Belgium, registered with the Belgian Commercial register (*Kruispuntbank van Ondernemingen*) under number 0455.995.614;

**Party/Parties:** Robert Walters and the Client, each individually or jointly, as the case may be;

**Candidate:** any candidate proposed by Robert Walters to the Client;

**Interim Manager:** the Candidate selected by the Client to perform an Interim Assignment for the Client (in the capacity of an independent contractor), who will enter into an Subcontracting Agreement with Robert Walters in that respect;

**Interim Assignment:** the assignment to be performed by the Interim Manager for the Client (outside the scope of an employment relationship);

**Service Agreement:** the agreement between Robert Walters and the Client for the purposes of performance of the Interim Assignment;

**Subcontracting Agreement:** the agreement between Robert Walters and Interim Manager for purposes of performance of the Interim Assignment.

## Article 2 – Scope of application

1. These General Conditions will apply to any and all arrangements to be made between Robert Walters and the Client in respect of the intermediary phase and the resulting Service Agreements.
2. Any general terms and conditions used by the Client are hereby expressly rejected.
3. Any deviations from these General Conditions will be valid only if they have been agreed in writing.
4. The headings in these General Conditions are for identification purposes only and will not affect the interpretation of the conditions.

## Article 3 – Intermediary phase

1. The Client undertakes to provide Robert Walters with all such information as Robert Walters may reasonably require to propose one or more Candidates.
2. Based on the Client's information, Robert Walters will use its best efforts to propose one or more Candidates for the performance of the Interim Assignment.
3. The Client will inform Robert Walters of its opinion about the introduced Candidate as soon as possible.
4. The Client will be ultimately responsible for the selection of the Interim Manager and will form an independent opinion on the Candidates. It will at all times be up to the Client to decide whether a Candidate meets the Client's requirements.
5. At the Client's request Robert Walters will endeavour to request references after obtaining prior written consent of the Client's selected Candidate. Robert Walters will not be liable for any damage arising as a result of any (incorrect) information provided by the Candidate or by a third party about the Candidate.
6. Robert Walters will not collect or share any information about the medical condition of any Candidates.

## Article 4 – Term and termination of the Service Agreement

1. Once the Client has selected a Candidate, the Client and Robert Walters will record the arrangements made in an Service Agreement.
2. The Service Agreement will be entered into for a limited period of time, ending by operation of law.
3. In the first month of the Service Agreement, either the Client or Robert Walters may terminate the Service Agreement early in writing, with due observance of a notice period of 5 days. After expiry of the first month, either Party may terminate the Service Agreement early in writing, with due observance of a notice period of 4 weeks.
4. The Service Agreement may be terminated in writing with immediate effect by either Party, without any liability arising on its part, if (i) the other Party becomes the object of a judicial reorganisation, (ii) the other Party files for bankruptcy or bankruptcy is filed for in respect of the other Party, (iii) the other Party is dissolved, or (iv) the other Party fails imputably to perform its obligations, and such failure is not remedied, even after written notice of default, granting a reasonable term to remedy the default, or (v) if the Interim Manager is ordered bankrupt.
5. The Client may terminate the Service Agreement in writing with immediate effect if the Interim Manager has been disabled for work for a period exceeding 14 calendar days or, for any other reason, is unable to perform the agreed work, and Robert Walters fails, at the Client's request, to propose a replacement Interim Manager within one week of expiry of the aforesaid period.

## Article 5 – Independence and performance of the Interim Assignment

1. The Client will ensure that all such information as may be relevant for purposes of the Interim Assignment will be available to Robert Walters and/or the Interim Manager, and the Client warrants the correctness thereof.
2. The Interim Manager will perform the Interim Assignment in the course of the independent pursuit of a business or profession. There will not be any relationship of authority between Robert Walters, the Client and/or the Interim Manager. The Interim Manager will independently structure his work and perform the Interim Assignment in complete freedom and at his own discretion. The Interim-Manager will do so to the best of his knowledge and ability, and with due care. The Interim Manager may only be given directions aimed at safety and wellbeing, and the purpose and result of the Interim Assignment.
3. To the extent necessary for purposes of performance of the Interim Assignment, coordination with the Client will take place in the event of collaboration with others and/or the Interim Manager will be guided by the Client's office hours.
4. The Client will enable the Interim Manager to perform the Interim Assignment independently in accordance with the foregoing paragraphs. If, during the term of the Service Agreement, it turns out that the independent contractor status cannot factually be safeguarded by the Client and/or the Interim Manager, the Client will immediately take appropriate measures and notify Robert Walters thereof. The Client will indemnify Robert Walters against any claims brought by the Interim Manager and/or the Belgian authorities if it is

established that there is a (notional) employment relationship with the Interim Manager, if the Interim Manager's independent contractor status is not, or insufficiently, safeguarded by the Client in actual practice.

5. At the Client's request, Robert Walters will inform the Interim Manager of any general rules applicable at the Client's in respect of safety regulations and/or requirements for purposes of compliance with applicable laws and regulations.

## Article 6 – Fee, invoicing and payment

1. The Client owes Robert Walters the agreed fee for the services provided by the Interim-Manager plus additional cost ((such as travel and other expenses).
2. Robert Walters will be entitled to increase the agreed rates in January of each year by a maximum of 10% in the event of realistic cost increases.
3. The Interim Manager will record the days or parts of days worked by the Interim Manager, as well as any travel and other expenses incurred by the Interim Manager in (online) timesheets, for invoicing purposes only. Such (online) timesheets will be verified and approved by the Client, unless there are good grounds to reject one or more items in the timesheets.
4. Invoicing will take place monthly on the basis of the timesheets approved by the Client
5. The Client will pay any invoices to Robert Walters within 14 days of the date of the relevant invoice. If the Client requires a PO number for invoicing, the Client will provide Robert Walters with such PO number within no more than 2 weeks of commencement of the Service Agreement, failing which Robert Walters will be entitled to send an invoice without a PO number. The absence of a PO number on an invoice will not release the Client of its payment obligation.
6. If the Client fails to pay within the payment period agreed, the Client will immediately be in default, and Robert Walters will be entitled, without prejudice to its other rights, to charge default interest as from the due date of the invoice, in accordance with the Belgian Act on Payment Arrears (*Wet Betalingsachterstand*) of 2 August 2002. Both the judicial and the extrajudicial costs to be incurred by Robert Walters as a result of any payments not, or not punctually, received from the Client will be payable by the Client. The compensation for extrajudicial costs will be set at 10% of the principal sum of the amounts due, subject to a minimum of EUR 250.- (two hundred and fifty euros).
7. The Parties expressly exclude any setoff within the meaning of Articles 5.254 *et seq.* of the Belgian Civil Code.

## Article 7 – Liability on the part of Robert Walters

1. Any liability on the part of Robert Walters for damage – as a result of attributable failure to perform its obligations, wrongful act, or otherwise – will be limited to EUR 100,000.- (one hundred thousand euros) per event and per year. A series of consecutive events will be deemed to be a single event.
2. Robert Walters will not be liable for any damage arising as a result of any acts or omissions on the part of the Interim Manager in or during performance of the Interim Assignment. For the benefit of the Client, Robert Walters will include a third-party clause in the Subcontracting Agreement, pursuant to which the Client can claim damage directly from the Interim Manager.

3. Any liability for indirect damage, such as consequential damage, lost profits, lost savings, damage as a result of business interruption, and/or reputational damage, will be excluded, except in the event of intent or gross error on the part of Robert Walters.

## Article 8 – Liability and insurance on the part of the Interim Manager

1. The Interim Manager will accept full responsibility for the performance of the Interim Assignment and will be liable to the Client for any damage arising as a result of (attributable) failure in the performance of the Interim Assignment or infringement of the intellectual property rights of the Client or any third parties.
2. For the duration of the Interim Assignment, the Interim Manager will take out professional and business liability insurance with a cover of at least EUR 250,000.- (two hundred and fifty thousand euros) per event.
3. Any liability on the part of the Interim Manager will be limited to the amount to be paid out for a specific event under the professional or business liability insurance policy taken out by the Interim Manager. If no payments will be made under the Interim Manager's professional and/or business liability insurance policy, any liability on the part of the Interim Manager will be limited to an amount of EUR 100,000.- (one hundred thousand euros) per event and per year.
4. The Interim Manager will not be liable to the Client for any indirect damage, such as consequential damage, lost profits, lost savings, damage as a result of business interruption, and/or reputational damage, except in the event of intent or gross error on the part of the Interim Manager.

## Article 9 – Intellectual Property rights

1. In the Subcontracting Agreement, Robert Walters will agree with the Interim Manager that any and all intellectual property rights to be created in the course of performance of the Interim Assignment will accrue to the Client. If and to the extent that the transfer requires a further instrument, the Interim Manager will, on the Client's demand, lend his cooperation, free of charge, and perform all such acts as may be necessary to that effect in order still to transfer the rights referred to herein in such an instrument.
2. The fee for the creation of the rights referred to in paragraph 1 will be deemed to be included in the agreed fee.

## Article 10 – Third-party clause(s)

1. In the Subcontracting Agreement, Robert Walters has stipulated an irrevocable third-party clause within the meaning of Article 5.107 of the Belgian Civil Code for the benefit of the Client, pursuant to which the Client can directly hold the Interim Manager liable for damage and/or performance of the provisions of articles 8 and 9 of the General Conditions. By accepting these General Conditions, the Client will expressly accept the third-party clause stipulated for its benefit.
2. The provisions of articles 8 have also been stipulated for the benefit of the Interim Manager who performs the Interim Assignment and may be held liable in that respect. This is an irrevocable third-party clause within the meaning of Article 5.107 of the Belgian Civil Code for the benefit of the Interim Manager engaged by Robert Walters, which will be deemed

accepted by the Interim Manager upon his entry into the Subcontracting Agreement with Robert Walters.

## Article 11 – Off Limits

1. For the purposes of this Article 11, the Client means: the Client and its affiliates.
2. Within 18 months after a Candidate has been introduced to the Client, the latter may not, directly or indirectly, enter into any agreement for independent service provision, employment contract or other agreement with a Candidate without Robert Walters' intermediary services.
3. If the Client wishes to enter into an employment agreement with a Candidate through Robert Walters, the General Terms and Conditions of Recruitment and Selection of Robert Walters NV will apply, as they may read from time to time, which are available at <https://www.robertwalters.be/general-conditions.html>
4. Furthermore, for the duration of the Service Agreement and a period of 18 months after termination thereof, the Client may not, either directly or indirectly, enter into any agreement for independent service provision, employment agreement or other agreement with the Interim Manager without the intermediary services of Robert Walters.
5. In the event of breach by the Client of the provisions of article 11, paragraph 2 or paragraph 4, the Client will forfeit to Robert Walters an immediately payable penalty in the amount of EUR 50,000.- (fifty thousand euros). The penalty will be forfeited by the mere fact of breach, without prejudice to the right of Robert Walters, in addition to the aforesaid penalty, to claim damages and/or performance.

## Article 12 – Confidentiality

1. For the duration of the Service Agreement and a period of 12 months after termination thereof, the Parties will keep confidential any and all confidential information, which is labelled as such or the confidential status of which ensues from the nature of the information, and not disclose same to any third parties, unless disclosure is required for purposes of provision of the services and/or pursuant to a statutory requirement or an order from a government authority.
2. At the Client's request, Robert Walters will submit a confidentiality undertaking from the Client for signing by the Interim Manager.

## Article 13 – Personal data protection

1. The Parties will comply with statutory obligations regarding data protection, in particular as provided by the General Data Protection Regulation of the European Union (2016/679) ("GDPR"), the Directive on privacy and electronic communications (2002/58/EC) and all applicable laws and regulations related to the processing of personal data as amended, readopted, replaced or re-enacted from time to time, including directives and codes of conduct issued by the applicable supervisory authority (collectively referred to as "**Legislation concerning data protection**").
2. The Parties acknowledge that they qualify as independent controllers as defined in the GDPR. The Parties will comply with the Protocol for data sharing in respect of the personal data they both process that can be found here: <https://www.robertwalters.be/about-us/gdpr.html>. The Parties will act quickly and adequately in response to all requests by Candidates regarding their rights as data subjects in respect of

the processing of their personal data in the performance of the Agreement for Intermediary Services. In addition, the Parties undertake to fulfil their obligations to provide information to data subjects as described in Articles 13 and 14 of the GDPR.

3. The Client indemnifies Robert Walters against all liability, costs, expenditures, damage and losses and all loss of interest, contractual penalties and all reasonable legal and professional costs and expenditures incurred by Robert Walters, now or in the future, resulting from or related to third-party claims, including ones from Candidates, or penalties imposed by any supervisory authority within the meaning of Article 83 GDPR, as a result of the violation of data protection legislation, including the misuse of a Candidate's personal data caused by the Client or its subsidiaries, employees, directors, agents or contractors

## Article 14 – Final provisions

1. If any provision of these General Conditions and/or the Service Agreement should be void, invalid and/or unenforceable as a result of a statutory requirement or court order, this will not affect the validity of the other provisions. The Parties will consult in order to agree new provisions to replace the void or voided provisions taking into account the purpose and purport of the void provisions to the extent possible.
2. These General Conditions will be governed by Belgian law.
3. Any disputes relating to the Service Agreement or the General Conditions will be decided by the competent court in Brussels.