

1. The present General Terms and Conditions shall apply to all offers and agreements under which Protime supplies the Customer with goods and/or services of whatever nature or name.
2. The applicability of any purchasing terms and conditions, or any other conditions issued by the Customer is expressly rejected.
3. Where any of the provisions of the present General Terms and Conditions, or the framework agreement, or a sub-agreement become void or nullified, the remaining provisions herein shall remain in full force.
4. All Protime offers and other utterances, expressly including calculations and budgets, shall be subject to confirmation, unless otherwise indicated by Protime in writing. The Customer is responsible for the accuracy and completeness of the information supplied to Protime on its behalf and on which Protime bases its offer.
5. The Customer shall not be allowed to withhold his acceptance of the Services by reason of the fact that the Services fail to comply with expressly agreed specifications and/or minor errors that do not stand in the way of the productive usage of the results of the service delivery (such as a system).
6. The total liability of Protime due to an attributable breach of compliance with an agreement, or for any other reason, is limited to payment of the direct damage or loss suffered, up to a maximum of the amount of the price stipulated for the agreement (excl. VAT). This limitation of liability shall apply mutatis mutandis to all of Protime's indemnification obligations. If the agreement is essentially a continuing performance contract with a term of more than one year, the sum stipulated for the agreement shall be set at the total charge (excl. VAT) stipulated for one year.
7. Protime accepts no liability for indirect loss, consequential loss, loss of profit or for loss associated with use of items, materials prescribed to Protime by the Customer or for loss associated with the engagement of suppliers prescribed by the Customer. Protime likewise accepts no liability for tampering, destruction or loss of data or documents
8. A condition for the right to compensation shall in all cases be that the Customer notifies Protime in writing of the loss or damage as soon as possible after it occurs. Claims for compensation against Protime shall expire after a period of two (2) months from when the claim was initially made.
9. Protime is not responsible for the accuracy and completeness of the data entered into the software.
10. Unless compliance by Protime remains impossible, Protime shall only be liable as a result of an attributable breach of compliance with the agreement where the Customer gives Protime immediate notice of default in writing, stating a reasonable period within which the breach can be remedied, and Protime still attributably fails to meet its obligations after this period has expired. The notice of default must contain as comprehensive and detailed as possible a description of the breach in order to ensure that Protime has the opportunity to respond adequately.
11. Neither of the parties shall be obliged to comply with any obligations, including any warranty obligation agreed between the parties, if it is prevented from doing so as a result of force majeure.
12. Where the Customer consists of several natural persons and/or legal entities, then each of these persons shall be held jointly and severally liable to pay the due amounts resulting from any agreement.
13. All prices shall be exclusive of value added tax (VAT) and any other levies imposed by the authorities. Unless agreed otherwise, all prices shall be in euros and the Customer shall settle all payments in euros.
14. The terms of payment for the Customer is 30 days after the invoice date, unless otherwise agreed in the framework agreement. If the Customer does not agree with the content of an invoice, it should notify Protime of this in writing no more than seven (7) days after the invoice date, along with a clear explanation.
15. Where the Customer fails to pay the amount due or pays the amount late, the Customer shall pay interest on the outstanding amount at the statutory rate without the need for any reminder or notice of default. Should the Customer, after receiving a reminder or notice of default, still fail to pay the outstanding debt, Protime may refer the debt for collection, in which case the Customer shall also be liable to pay in full and in addition to the total amount already due, any legal and other costs, including any fees charged by external experts. In the event of non-payment on the due date Protime may terminate this agreement, with due observance of a notice period of 3 months. In such cases, Protime is not liable to pay compensation. The Customer shall remain liable to pay all outstanding amounts. The Customer is neither entitled to suspend any payment, nor to offset outstanding amounts.
16. Maintenance payments and fixed monthly payments arising from the applicable sub-agreements can be adjusted each calendar year by the price index published by Agoria in accordance with the following formula:
$$\text{New price} = \text{Old price} \times (0.8 [\text{New salary costs} \times (1 + \text{New social contributions}) / \text{Old salary costs} \times (1 + \text{Old social contributions})] + 0.2)$$
 The maintenance payment shall commence from the date of delivery of the user names and passwords and/or the licence and/or the hardware, whichever is the earliest.
17. All intellectual property rights for software, websites, data files, hardware or other materials such as analyses, designs, documentation, reports, offers, as well as preparatory material thereof, developed or provided to the Customer under an agreement shall be held exclusively by Protime, its licensors or its suppliers. The Customer shall only acquire the rights of use that have been explicitly granted under the present General Terms and Conditions and by law. Rights of use granted to the Customer are non-exclusive, non-transferable to third parties and cannot be sub-licensed. Rights, including the rights of use, shall be granted or, as the case arises, transferred to the Customer, on the condition that all the amounts due, resulting from the agreement concluded by parties, have been paid in full by the Customer. Where the parties agree on the Customer's periodic payment obligation for being given a right of use, the Customer shall be entitled to

- that right of use for as long as it fulfils its obligation to make periodic payments.
18. The Customer shall not be permitted to remove or modify the software, websites, data files, hardware or materials, or any designation concerning copyrights, trademarks, trade names or any other intellectual property rights.
 19. Protime may keep goods, products, property rights, data, documents, software, data files and (interim) results of Protime's services, received or generated within the scope of the agreement, until the Customer has paid Protime all the amounts due to it and despite an existing obligation to hand over or transfer it.
 20. Where Protime makes third party software available to the Customer, the terms and conditions of the said third party shall apply in full force and effect. In that case, when signing the agreement with Protime, the Customer shall be free to either enter into a licence agreement directly with the said third party or accept the said third party's licence terms. For example, where Protime supplies Microsoft software from Microsoft Ireland Operations Limited (hereinafter referred to as "Miol") to the Customer, this shall entail the Customer's acceptance of the terms of the Miol SLT (Software Licence Terms).
 21. All items delivered to the Customer shall remain Protime's property, until all the amounts due by the Customer under the agreement concluded between the parties, have been paid to Protime in full.
 22. Where Protime employees perform work at the Customer's premises, the Customer shall provide, free of charge, the facilities reasonably required by those employees, such as, if applicable, a workroom with computer, data and telecommunication facilities. The Customer shall indemnify Protime against any claims made by third parties, including any Protime employees who in connection with the execution of the agreement, suffer loss or damage caused by the actions, or the failure to act by the Customer, or because of unsafe circumstances existing within the Customer's organisation. Before starting the activities, the Customer shall inform those employees employed by Protime about the house rules and safety regulations implemented by the organisation.
 23. The Customer shall remain responsible for the correct selection of the required facilities and for their timely and full availability, except for those facilities which are under direct use and control of Protime. On no account shall Protime be liable for loss or damage or costs due to transmission errors, failure or non-availability of the Customer's facilities.
 24. All (lead) times or (delivery) dates are provided by way of general reference only and are based on the information known to Protime at the time when the agreement was entered into and/or communicated to Protime. In all cases, and consequently including in the situation where the Parties agreed on a lead) time or (delivery) date in writing, Protime shall be liable for time exceedance only after the Customer has served written notice of default on Protime, stating grounds Protime undertakes to be bound by a best efforts obligation
 25. The Customer undertakes to permit the personnel who are going to use the Hardware and Software and have been designated in the relevant sub-agreement, to receive the necessary training provided by Protime. Travel and accommodation expenses incurred by Protime shall be charged to the Customer. If the Customer wishes to cancel a scheduled appointment, this can be done free of charge by advising Protime ten (10) working days before the date of the appointment.
 26. Protime shall use its best efforts to perform the Service(s) with due care, as applicable, in accordance with the arrangements and procedures set out in the quote. Protime shall give the Customer the opportunity to use other remote support software selected by Protime to analyse and resolve problems. Should intervention at the Customer's site be required due to the lack of such tools, this shall be invoiced separately. Protime shall use this tool solely for the purpose of complying with the obligations set out in the present agreement.
 27. Protime ("Online Werkrooster") facilitates reporting the Dimona declarations to the relevant government agencies. Protime ("Online Werkrooster") waives all liability for the accuracy of the Dimona declarations. The managing director of the company using "Online Werkrooster" shall remain responsible at all times for the accuracy of his/her Dimona declarations.
 28. If at the request or with the prior consent of the Customer, Protime carries out work or performs other services that fall outside the contents or scope of the agreed work and/or services, then such work or services shall be paid by the Customer at the agreed rates, and if no rates have been agreed, then Protime's standard rate shall apply. Protime may demand that a separate written agreement be concluded for this purpose. The fact that (need for) additional work arises during the execution of the agreement shall under no circumstances constitute grounds for the Customer to cancel or to terminate the agreement nor shall this warrant any entitlement to compensation.
During the term of the agreement, as well as one year after the last agreement end, either of the parties shall be permitted to recruit, hire or otherwise employ, directly or indirectly, members of staff of the other party who are or were previously involved in the performance of the agreement, only with the prior written consent of the other party. Conditions may be attached to any such consent.
Where the present clause is breached, the Customer shall pay Protime a sum in compensation to the amount of the gross annual salary (including all benefits to which the employer in question was entitled, plus the employer's contributions) or the annual value of the fees payable by the Customer for the services of the employee in question at the time of the termination of the employment contract or business agreement.
 29. All intellectual property rights are held by Protime. The Customer's right of use does not include the source code of the software.
 30. Wherever the term 'error' is used in any agreement, this shall be understood to mean a substantial failure

to meet the functional or technical specifications of the software as stated in writing by Protime, and where it concerns totally or partially custom-made software, the functional or technical specifications expressly agreed by the parties. An error shall be accepted only where the Customer is able to prove the existence thereof and where the error can be reproduced. The Customer shall be obliged to report any errors encountered to Protime without delay and enable Protime to repair any such errors. Where a third party was called in before Protime was notified of the alleged error, this shall act to forfeit all and any claims against Protime

31. The Customer and Protime shall ensure that all information they receive from the other party, and which is known to be, or should reasonably be known to be of a confidential nature, is kept private and confidential. The party receiving the confidential information shall use this information solely for the purpose for which it was provided.
32. Responsibility for the data processed while using the services provided by Protime, rests solely with the Customer. The Customer shall guarantee in their dealings with Protime, that the content, use and/or processing of the data is not unlawful and does not infringe the rights of third parties. The Customer shall indemnify Protime against any legal claims made by third parties for any reason whatsoever, including people whose personal information has been recorded or processed, or are associated with the information, or the execution of the agreement. If an agreement stipulates that Protime is obliged to provide some form of information security, the security shall be of such a nature that the sensitivity of the data and the costs associated with the implementation of the security measures, are not unreasonable, bearing in mind the latest technology available.
33. The agreements between Protime and the Customer shall be governed by Belgian law. The Vienna Sales Convention 1980 (CISG) shall not apply.
34. Any disputes that may arise between Protime and the Customer on the basis of an agreement concluded between them, or as a result of further (sub)agreements that have arisen from such an agreement, shall be heard by the court of competent jurisdiction in first instance, i.e. the Business Court of Antwerp, Antwerp division.
35. Where any clause in the General Terms and Conditions should be considered as wholly or partially unlawful, invalid or unenforceable under any which applicable laws or regulations, the said clause shall be deemed not to be part of the General Terms and Conditions and the legality, validity or enforceability of the remainder of the General Terms and Conditions shall remain unaffected.
Each Party shall make every effort to negotiate, immediately and in good faith, a valid clause in substitution thereof, that has an identical or comparable economic effect.

DATA PROCESSING

36. In connection with and for the purpose of the performance of the Services pursuant to the agreement, the Customer transfers personal data to Protime whilst authorising and issuing

instructions to Protime to process such personal data in compliance with the clauses of the present appendix.

The personal data may be processed for the purpose of enabling Protime to deliver the Services under the agreement, including the following purposes:

The processing relates to all pertinent data required to enable Protime to supply the requested Services, with the inclusion of, albeit not limited to the following data categories:

- Personal details, such as name, date of birth, photo, etc.
- Employee number
- Employment contract start date
- Time and attendance registration and information regarding absences from work
- Data for access verification, such as user names, PC names and IP addresses
- Actions performed by the users at the Customer's whilst using the Services
- Any other category of Personal data as agreed between the Parties in the relevant Sub-Agreement or any other document of the agreement.

Data fields may be configured as part of the implementation of the Services agreed or as permitted within the Services agreed.

37. Specification of the data processing:

All personal data processing operations pursuant to the agreement shall be made to occur in compliance with all applicable laws and regulations on data protection.

However, Protime declines all and any liability for compliance with any laws and regulations which apply to the Customer or the Customer's industry, which do not generally apply to Protime as a service provider, unless expressly otherwise agreed between the Parties.

For the performance of the Services, Protime shall serve as a processor, acting on behalf of the Data Controller, i.e. the Customer.

As a processor, Protime shall act solely on the instructions of the Customer.

The agreement constitutes the full instruction of the Customer to Protime in connection with the processing of personal data.

All supplementary or alternative instructions shall need to be agreed by the Parties in writing.

The following matters shall be taken by Protime as an instruction to process personal data: (1) all processing operations in compliance with the agreement and (2) processing initiated by users of the Customer's whilst using the Services.

The processing of personal data concerns personal data of current and former applicants, employees, co-contracting parties, agents and other staff of the Customer's, as well as third parties that have been designated by the aforesaid persons as relatives or contact persons.

The Personal data shall be processed for the purpose of enabling Protime to deliver the Services under the agreement, including the following purposes:

- Consultation, use and sharing of personal data necessary to deliver the Services and to deliver support (functional and technical support)

- Storage of personal data to upload in case of patches, updates, upgrades/new versions (releases) of the Services
 - Back-ups of personal data for business continuity reasons
 - Processing of personal data by the computer, including the transmission and restoration of data and access to data
 - Enabling network access to transfer personal data, if requested
 - Scientific studies, research, benchmarking activities
 - Granting access to information systems or buildings
 - Continuous improvement of the Services
 - Compliance with applicable laws and regulations on Data protection, requirements regarding information security and Service Levels.
 - Claims management with and between the Customer, Prottime, the Data Subject(s) and/or third parties, also further to the termination of the agreement, regardless of reason
 - Any other category of purposes for the Processing of Personal data as agreed between the Parties in the pertinent Sub-Agreement or any other document of the agreement.
38. Prottime shall be free to address requests from Data Subjects, notifications of data leaks, audit, investigation and other requests to the Customer. The Customer shall subsequently forward such requests and notifications internally to the relevant people within its organisation, whereby Prottime reserves the right to address such requests and notifications directly to the relevant people within the Customer's organisation.
39. **Data Subjects' rights:**
Insofar as possible, Prottime shall cooperate with the Customer and assist the Customer to enable the latter to comply with its obligation to reply to requests from Data Subjects exercising their rights.
40. **Disclosure:**
Prottime shall not transfer personal data to third parties, unless (1) so instructed by the Customer, (2) as detailed in the agreement or (3) if required for the processing of personal data by approved sub-processors in compliance with Articles 6 or (4) where this is required by law.
Where the Customer instructs Prottime to transfer personal data to a third party stakeholder, it shall be and remain the Customer's responsibility to conclude written agreements with the said third party stakeholder to protect these personal data, as applicable with the inclusion of the Model contract clauses, with the Customer defending, indemnifying and holding Prottime harmless against all and any loss arising from such a transfer from Prottime to the third party stakeholder, unless and insofar as such loss is to be attributed to proven derelictions of duty on the part of Prottime.
Prottime hereby affirms and offers assurances that members of staff acting under Prottime's authority, who are qualified to process personal data, have duly undertaken to ensure the security and confidentiality of the personal data in compliance with the provisions of the appendix in hand.
To this end, Prottime shall inform the members of

staff acting under its authority and who have access to the personal data, of the applicable requirements and warrant compliance with such requirements by way of contractual or statutory obligations of confidentiality.

41. **Removal and return of personal data:**

Upon termination of the agreement, Prottime shall remove or anonymise all personal data held in its systems (except for back-up archives as may exist) upon the expiry of all pertinent statutory and regulatory requirements on data retention. Where Prottime is under obligation to retain data that are used to verify the right data processing in compliance with the assignment or data that need to comply with the relevant statutory and regulatory requirements on data retention, Prottime shall be within its rights to retain these data in compliance with the respective retention periods further to the termination or the expiry of the agreement, with Prottime keeping these data on record in a safe manner once the requirements on data retention have ceased to apply.

42. **Calling on sub-processors:**

The Customer hereby expressly acknowledges and agrees and accepts that Prottime shall be permitted to transfer personal data to third party sub-processors with a view to supplying the Services. Any such sub-processors to whom Prottime discloses personal data shall be allowed to receive personal data only so as to deliver the Services entrusted to their care by Prottime. They shall not be permitted to use such personal data for any other purposes. Prottime shall remain responsible for ensuring compliance by such sub-processors with the obligations incumbent on Prottime pursuant to the agreement.

Prottime shall inform the Customer ahead of time of all sub-processors who shall process personal data in connection with the performance of the Services and shall put in place a mechanism to inform the Customer of all and any changes of sub-processors.

By signing the present agreement, the Customer gives its permission to call on the sub-processors included in the sub-processor list as provided to the Customer or as available on the Prottime website on the effective date of the agreement. Prottime shall conclude written agreements with all such sub-processors which set out obligations that offer no less protection than the obligations contained in the present agreement, with the inclusion of the Model contract clauses, as applicable.

The Customer hereby expressly authorises Prottime to sign the **Model contract clauses** in its name and to enforce them vis-à-vis the relevant sub-processor. The Model contract clauses shall be governed by the present agreement.

"Model contract clauses" means the model contract clauses that provide sufficient assurances for the lawful transfer of personal data to third party countries in compliance with a decision by the European Commission, or clauses relating to data protection as established by the European Commission or the supervisory authority concerned and approved by the European Commission.

43. **Technical and organisational measures:**
Protime has put in place appropriate technical and organisational measures to protect personal data. During the term of the present agreement, at the Customer's request Protime shall provide the former with an up-to-date description of the technical and organisational protective measures as implemented within a reasonable time span.
44. **DPO:**
Protime shall appoint a "Data Protection Officer" who shall be in charge of all matters related to privacy and data protection. Said Data Protection Officer may be contacted at the following address: Protime nv, for the attention of: Data Protection Officer, Kontichsesteenweg 54, 2630 Aartselaar; or by e-mail to: dataprotectionofficer@protime.eu.
45. **Data leak:**
In the event of a data leak, and regardless of the cause, Protime shall notify the Customer without delay after it becomes aware of such a data leak. Both Parties hereby accept and agree to fully cooperate with the investigation into the said leak and to assist one another in complying with applicable requirements and procedures for reporting data leaks.
46. **Data protection impact assessment:**
Where the Customer is under obligation to conduct a data protection impact assessment ("DPIA"), Protime shall cooperate with and assist the Customer with conducting the DPIA to enable the Customer to comply with its obligations in this respect.
47. **Customer's responsibilities:**
The Customer shall be responsible for the legality of the processing of personal data under the agreement.
48. The Customer hereby affirms and offers assurances that where it provides Protime with personal data for processing:
- The Customer has appropriately informed the Data Subjects of their rights and obligations, and in particular of the possibility that Protime (or a category of service providers which Protime belongs to) shall process personal data for the benefit of the Customer and in compliance with the Customer's instructions;
 - The Customer has duly complied with applicable laws and regulations on data protection in collecting and providing such personal data;
- The Customer shall put in place all reasonable measures to keep the personal data up to date so as to make sure the data are not incomplete or erroneous in respect of the purposes for which they are collected.
- With regard to components planned or verified by the Customer, with the inclusion of, albeit not limited to workstations from which the Customer's users log into Protime's systems for the purpose of obtaining the Services, mechanisms used for data transfers and powers granted to the Customer's members of staff, the Customer shall implement and maintain the required technical and organisational measures for data protection.
49. **Notifications:**
Unless where this is prohibited by law, Protime shall
- inform the Customer as soon as reasonably possible if Protime or any of its sub-processors were to receive a query, a summons or a request for an inspection or an audit from a qualified government agency in connection with the processing of the Customer's personal data.
50. **Compliance:**
At the Customer's request, Protime shall make all information available to the Customer as is required to corroborate due compliance with the obligations of the Customer under the laws and regulations on data protection.