

# GENERAL TERMS AND CONDITIONS TEMPORARY WORK

**Robert—  
—Walters**

These general terms and conditions apply to any contract on temporary work (the "**Contract**") between Robert Walters People Solutions S.A. ("**ROBERT WALTERS**"), and the "User". ROBERT WALTERS communicates these general conditions with every mission if a candidate temporary worker is presented to the User. If the general conditions are not contested within 24h after reception, the User, having received a copy of present general conditions, irrevocably and integrally accepts them, without any reserve.

## 1. Information

- At all times, the User commits to pass on all information to ROBERT WALTERS, and any changes to such information, without delay and in writing, necessary for the correct execution of the Contract between the parties, the employment contract between ROBERT WALTERS and the temporary worker and in order to respect all legal obligations, as foreseen by, a.o., the Temporary Working Act of 24 July 1987 and the collective bargaining agreements.
- More specifically, the User must inform ROBERT WALTERS immediately of:
  - Any form of strike and/or another form of collective actions within the company of the User.
  - Any industrial accidents of the temporary worker.
- The User shall bear sole liability for any consequences of the failure to pass on this information in good time, completely and accurately. All corrective measures required and/or the costs incurred as a result shall be the subject of an additional charge to the User.

## 2. Employment

- Civil liability, as provided for in article 1384, Section 3 of the Civil Code, lies with the User. The inclusion of an "agency-supplied temporary employment clause" in the User's civil liability insurance is recommended.
- The User exercises control and supervision on the work of the temporary worker and is solely responsible for:
  - The employment of the temporary worker in accordance with the provisions of the Contract and the Task Order;
  - Obtaining necessary authorizations and any medical requirements;
  - The loss, theft or disappearance of equipment, money or goods entrusted to the temporary worker;
  - Claiming back costs related to the use of the telephone for private purposes, the company restaurant, etc
- The User is responsible for providing the correct working environment of the temporary worker. He must guarantee that the temporary worker performs his tasks according to the legal legislation on health and safety at work.

## 3. Obligations and responsibility of ROBERT WALTERS

- ROBERT WALTERS has an obligation of means in choosing and putting the temporary workers at the disposal of the User in good faith, based upon the qualifications as communicated by the User. ROBERT WALTERS is not responsible for the references, credentials and qualifications, communicated by the candidate temporary worker.
- During the selection and recruitment of temporary worker, ROBERT WALTERS must respect the legal dispositions, including non-discrimination and privacy legislation.
- ROBERT WALTERS is not responsible for any damage caused by the temporary worker to the User, his employees or third parties, during and following his employment with the user.

## 4. Timesheet

- A timesheet shall be drafted by the temporary worker and signed by the User, at the end of each week after the completion of the work described on the timesheet in question, so that the User does not hinder the smooth and accurate processing of the salary payment by ROBERT WALTERS
- By signing the timesheet, the User confirms the accuracy of the work recorded and the performance of the activities by the temporary worker.
- In case of automatic treatment of the data related to the work performed, the User shall always agree with the work record as conveyed in automatic or electronic fashion to ROBERT WALTERS, unless the User contests the timesheet in writing within 24h after its communication.

## 5. Fees and invoices

- The invoices shall be drawn up based upon the work as indicated on the timesheets, or the hours of work requested by the User, whichever is the greater, except when fewer hours have been worked for reasons for which the temporary worker alone is responsible and if the User has informed ROBERT WALTERS hereof.
- In the absence of timesheets filled in and signed by the User, ROBERT WALTERS shall invoice the User for the work actually performed by the temporary workers, or for the minimum contractually agreed work, whichever is the greater. In this context, all paid hours and days off granted by the User to its permanent personnel, such as bank holidays, non-statutory public holidays, holidays, educational leave, etc., to which the temporary worker is also entitled, shall likewise be regarded as work performed, and hence the subject of invoicing to the User. If, following Belgian law, the temporary worker is entitled to an additional indemnity of whatever nature and ROBERT WALTERS is obliged by law to pay this, the cost will be invoiced to the User.
- ROBERT WALTERS's invoices shall be payable immediately on receipt thereof, net and without discounts. Any invoice remaining unpaid on the due date will be subject, ipso jure and without prior notification, to interest at a rate of 10% per year.
- In the event of failure to pay an invoice within a month of its expiry date, after the issue of written demand, a one-off fixed penalty of 15% of the amount payable or 125 EUR, whichever is the greater, shall be payable.
- Payment arrangements agreed to in writing shall automatically cease to apply as soon as ROBERT WALTERS is compelled to use legal means to collect outstanding invoice amounts from the User.

## 6. Fees

- The fees are determined in the Contract.
- The User has the obligation to communicate to ROBERT WALTERS all information necessary to correctly determine the fees.

## 7. Term

- The term of the Contract and its minimum period are explicitly mentioned in the Contract.

## 8. Intellectual rights and confidentiality

- Parties commit to respect their mutual intellectual property rights and the confidentiality of the information they receive within the framework of the Contract. The Contract does not lead to any transfer of intellectual property rights.

## 9. Transfer of data

- Information on candidate temporary worker is always communicated by e-mail to the User. If the User received this information through another source, the User must immediately and at the latest within 24h inform ROBERT WALTERS. If such information is not timely provided, it is assumed that the candidate was presented by ROBERT WALTERS.

## 10. Premature poaching

- If the User, or a company of the group of the User, enters directly into an employment relationship with the temporary worker, either through an employment contract or through a service agreement or indirectly through a third company (e.g. another temporary agency) within 15 months after the termination of the Contract or after the presentation of the candidate if no Contract was concluded, before the minimum duration of the Contract was performed, the User must pay to ROBERT WALTERS an indemnity to compensate the cost of screening and selection of the temporary worker by ROBERT WALTERS.
- This indemnity is calculated as follows:
  - The sum of the invoices that would have been issued if the Contract had been performed in full during the minimum period, as determined in the Contract, with a minimum of 125 EUR per calendar day plus all other costs agreed among parties, plus an amount equivalent to 25% of the gross annual salary of the temporary worker concerned.
- For the application of the present article, Group means each company or legal entity under the control of the Company (daughter companies) or each company or legal entity exercising control over the Company (mother company) or each other company or legal entity under the control of the mother company (sister companies), whereby "control" is defined in accordance with article 5 of the Companies Act.

## 11. Miscellaneous

- No amendment or modification of the present general conditions shall be binding to the Parties unless made in writing and duly executed by the Parties.
- If any provision of these general conditions is held to be null and void, invalid or unenforceable, these general conditions shall continue to be valid as to their other provisions. With respect to the provisions of these general conditions which are held to be null and void, invalid or unenforceable, the Parties will negotiate in good faith with the intention to replace the null and void, invalid or unenforceable provision with a valid one that in its economic effect complies best with the null and void, invalid or unenforceable provision.
- This Contract is governed by and construed in accordance with Belgian law.
- The parties must submit any dispute concerning the Contract, its construction, performance and termination to the exclusive jurisdiction of the Belgian courts.
- Both parties shall comply with its data protection as more particularly set out in the European Union's General Data Protection Regulation (2016/679) (GDPR) and all applicable laws and regulations relating to the processing of personal data and privacy as amended, re-enacted, replaced or superseded from time to time, including any guidance and codes of practice issued by the applicable supervisory authority (Data Protection Legislation) that apply to each of them respectively. The parties agree that they will be classified under the Data Protection Legislation as 'Data Controllers in Common', and not as 'Joint Controllers' within the meaning of art. 26 GDPR, and have agreed to both comply with the Data Sharing Protocol relating to the data sharing referred to these terms and conditions, which is accessible here: <https://www.robertwalters.be/about-us/gdpr.html>. The User company shall indemnify ROBERT WALTERS against all liabilities, costs, expenses, damages and direct losses and all interest, penalties and reasonable legal and professional costs and expenses suffered or incurred by ROBERT WALTERS arising out of or in connection with any third party claims (including those of a candidate-temporary worker) caused by the misuse of a candidate-temporary worker's personal data by the user company or its subsidiaries, or the employees, directors, agents or contractors of each.