

Clause 1- Definitions

- 1.1 For the interpretation of these Special Conditions regarding People & Organisation, the following definitions apply.
- 1° **Special Conditions regarding People & Organisation:** these special conditions applicable to the Services;
 - 2° **Services:** The services regarding advice on HR Organisation that the Service Provider will provide to the Client, as described in the Quotation signed by the Client, to which these Special Conditions regarding People & Organisation apply.
 - 3° **HR Organisation:** includes, among others, but not limited to, the optimisation of remuneration systems, social-legal compliance, organisational structure, leadership development, employer branding, and talent acquisition.
- 1.2 The definitions as described in the General Terms and Conditions also apply to these Special Conditions regarding People & Organisation. In case of contradictions, the definitions as set out above in Clause 1.1 of the Special Conditions regarding People & Organisation prevail.

Clause 2- Subject-matter

- 2.1 These Special Conditions regarding People & Organisation contain the general provisions and conditions that apply solely to the provision of Services regarding advice on HR Organisation to the Client by the Service Provider. The specific scope of the Services is described in the Quotation.

Clause 3- Performance of the Services

- 3.1 The Service Provider will perform its Services on a cost-plus basis, unless otherwise specified in the Agreement, and to the best of its ability. The Parties declare, as far as necessary, that the Services assigned to the Service Provider should be qualified as an obligation of means.
- 3.2 The Services may include advice and recommendations based on the information and documentation provided by the Client. The Client is therefore obliged to provide the Service Provider with complete, accurate information in a timely manner.
- 3.3 Since the Service Provider only provides assistance and support for the performance of the Agreement, the responsibility lies with the Client. The Services can under no circumstances be perceived or qualified as policy decisions by the Service Provider. The Client is solely responsible for the description of the assignment, the implementation of the advice or recommendations, having the Services performed, and the absence of incorrect, missing, or conflicting information/instructions.
- 3.4 It is the Client's responsibility to develop, undertake, or select the necessary actions in the implementation plan in a timely manner, or to guide the Client's employees (for example, supervise, monitor) in executing the actions for implementing recommendations or advice arising from the Services.
- 3.5 Only the Client shall be liable for:
- making all policy and management decisions and performing all management functions;
 - appointing one or more persons with the appropriate skills, knowledge, or experience, preferably at the senior management level, to oversee the Services;
 - interpreting and evaluating the results of the Services;
 - the data/information on which the Services are based;
 - accepting responsibility for the results of the Services; and
 - establishing and maintaining internal controls, including, but not limited to, monitoring ongoing activities.

Clause 4- Delivery of the Services

- 4.1 Any delivery times communicated by the Service Provider are purely indicative, and the Service Provider has only an obligation of means in this regard. The Service Provider undertakes a best-efforts obligation to perform the Services, unless otherwise agreed in writing in the Special Conditions.
- 4.2 Partial performance of the Services is allowed, which means that the Client does not have the right to refuse partial performance of the Services.
- 4.3 However, in the event of abnormal delay in the performance of the Services, the Client has the right to terminate the Agreement by registered letter and without judicial intervention, provided that the Service Provider has still not delivered

within a period of one (1) month after the Service Provider was given notice of default by the Client by registered letter. The Client expressly waives any other possible remedy, particularly the granting of any form of compensation.

- 4.4 Any delay caused by a delay in providing necessary information or documentation by the Client or a third party is outside the responsibility of the Service Provider. The Client waives its right to terminate.

Clause 5- Intellectual rights

- 5.1 The Client is granted, in accordance with the terms set out in these Special Conditions regarding People & Organisation, only a limited, non-exclusive, non-transferable, and non-sublicensable right of use with respect to the results of the Services performed by the Service Provider, the accompanying documentation and the Confidential Information, as of the moment and subject to the full payment of all invoices, as well as all other amounts owed by the Client to the Service Provider.

Clause 6- Consequences of the termination of the Agreement

- 6.1 The Client accepts and acknowledges that upon any form of termination of the Agreement, Clause 5 of the Special Conditions regarding People & Organisation remains in effect for a duration of ten (10) years, starting from the termination of the Agreement.

Clause 7- General provisions

- 7.1 These Special Conditions regarding People & Organisation form an integral part of the General Terms and Conditions of the Service Provider, which are available at all times at www.denp.be/algemene-voorwaarden. The provisions of the General Terms and Conditions fully apply to these Special Conditions regarding People & Organisation and are supplementary. In case of conflict, the provisions as set out in the Special Conditions regarding People & Organisation prevail over the provisions of the General Terms and Conditions, unless expressly and in writing agreed otherwise by the Service Provider.