

1. These general terms and conditions are established in accordance with applicable legislation, not least the Act of 24 July 1987 (M.B. 20-08-1987) and the CBA concluded at the National Labour Council or under the Joint Committee on Temporary Work. Only the general terms and conditions of DaJobs shall be applicable, to the exclusion of any other including those of the user. The general terms and conditions and the offer sent to the user, even if they have not been signed, also apply from the moment that temporary workers are made available to the user and/or if DAJOBS presents candidates to the user and/or if the user has paid at least one invoice from DaJobs that includes these general terms and conditions on the reverse. DAJOBS reserves the right to review them in the event of a change to the legislation or regulations indicated in these general terms and conditions. In such cases, DAJOBS shall inform the user at least 15 calendar days before their entry into force by any appropriate means. The publication of a notice on the website [www.dajobs.be](http://www.dajobs.be) and/or a mention on a bill will be considered as appropriate means. The user shall therefore have a period of 15 days, as of the publication, to object to the new general terms and conditions if it does not accept them, by letter sent to the head office of DAJOBS. The changes shall only become valid on the day following the expiry of this 15-day period and provided that the user has not brought an end to the contractual relationship in the meantime. As soon as they enter into force, the new terms and conditions shall be binding. The invalidity of one or more provisions of the General Terms and Conditions shall not affect the validity of the remaining contractual provisions.
2. *Temporary workers are made available in accordance with the terms and conditions agreed-upon in the order and with the exclusive general terms and conditions listed below; these are an integral part of the contract which is previously established by and between the user and DAJOBS, pursuant to Article 17 of the aforementioned law. These general terms and conditions apply to the user and its subsidiaries, affiliated or associated companies that are part of the same group.*
3. *Any derogation from the general and specific provisions included in the contract concluded between the user and DAJOBS must be the subject of an amendment to this contract. Article 5.74 of the new Civil Code shall not apply to the user.*
4. *The user is solely responsible for the information that it submits with a view to establishing the temporary employment contract. It shall also inform DAJOBS if this information is changed in any way throughout the duration of the contract; any changes must be notified as soon as the user becomes aware of them. This duty of disclosure, by which the user is bound, includes, but is not limited to, the following:*
  - 4.1. *The reason for resorting to temporary work and the presence or absence of a union delegation within the company. In the context of these reasons, the user is responsible, in the cases established by legislation, to obtain any pertinent authorisations and make any necessary declarations; in particular, if the user wishes to invoke the "insertion" reason for filling a vacant position as provided by CLA No. 108, they must inform DaJobs in writing in advance, provide all required legal information, and commit to guaranteeing at least one month of employment to any candidate who has left a permanent contract to take the said position. Otherwise, the user shall be liable to pay DaJobs, in addition to compensation equal to the total (broadly defined) remuneration due until the end of the guaranteed employment period, a fixed administrative fee of €250.*
  - 4.2. *The place of work, the number of its joint committee(s), the working hours and working conditions of its staff;*
  - 4.3. *The lateness or absence of the temporary worker must be reported immediately;*
  - 4.4. *The precise conditions of remuneration, bonuses and financial benefits of its permanent staff and extra-legal benefits/leaves (public holidays, etc.) as well as the modalities for granting them, these benefits having to be granted to temporary staff under the same conditions in accordance with article 10 of the Law of 24/07/1987;*
  - 4.5. *The activities, workstation, professional qualification required, the result of the risk assessment, the medical check and any personal protective equipment;*
  - 4.6. *The occurrence of a strike, a lock-out or a form of temporary unemployment;*
  - 4.7. *The occurrence of any workplace accident;*
  - 4.8. *Any information about the functioning of the immediate declaration of employment (dimona), prior to any recruitment;*
  - 4.9. *The timetable of temporary workers, which is changed at the instigation of the user, on the understanding that any reduction in the number of working hours results in a change to the pay, must be approved in writing by the temporary worker and submitted by the user to DAJOBS. Failing that, DAJOBS reserves the right to bill the user for the initially established contractual services.*
  - 4.10. *The documentary evidence to be provided to the qualified authorities in order to benefit from any applicable social, fiscal and/or sectoral advantages; and in the event that the temporary worker's work at the user's site entitles them to a partial exemption from withholding tax:*
    - 4.10.1. *The user requests in writing that DAJOBS submits a request for partial exemption from withholding tax for temporary workers involved in shift work, night work, continuous shift work, system navigation, and/or on-site construction work;*
    - 4.10.2. *The services of each concerned temporary worker are presumed to entitle them to the withholding tax exemption previously indicated by the user due to the shift work, night work, continuous shift work, system navigation, and/or on-site construction work they perform, unless the user expressly contests this because the legal conditions are not met, via DaConnect or any other written agreement between the Parties, within 48 hours of the end of the temporary worker's assignment and at the latest, by Tuesday 12:00 PM of the following week.*
    - 4.10.3. *The implicit acceptance mentioned above implies that the user is able to prove upon first request that the conditions for the exemption are met.*
    - 4.10.4. *If the amount of the exemption must be limited due to a difference in the extent of work of successive teams at the user's site, DAJOBS must also reduce the amount of the exemption in accordance with the percentage referred to in Article 2755, § 1er/1, or Article 2755, § 3/1, CR 92. Consequently, the user also informs DAJOBS as soon as possible and on their own initiative of the applicable extent of work percentage for the concerned temporary workers during the month in which the services were performed.*
  - 4.11. *The User must notify DAJOBS and the temporary worker of any changes to the temporary worker's duties, tasks, equipment, vehicles, training, etc., by means of an adapted workstation sheet drawn up by the user in accordance with the legal provisions, before the temporary worker's tasks are changed. The information set out in articles 4.1, 4.2, 4.4, 4.5 and 4.10 (DaConnect, onboarding en job description) shall form an integral part of the commercial contract. The user is solely responsible for any consequences arising from a failure to submit or a delay in submitting this information. All amendments and/or related costs may give rise to an additional bill being charged to the user.*

Moreover, the user is responsible:

- for the upkeep of the register for exemptions of contractual services, by promptly completing it and having it signed by the worker in the event of any exemption related to a part-time timetable or in the event of any hours not worked on account of an authorised absence in the event of full-time employment;
- for providing proof that the conditions for the partial exemption from withholding tax are met for the services of temporary workers for whom they have declared the conditions are fulfilled. Additionally, when successive teams at the user's site are not of identical scope, the user must provide the percentage of the scope of work applicable to the services of the concerned temporary workers;
- and for keeping this document for a period of 5 years which runs to the end of the quarter of the final service concerned by the exemption.

*The user is responsible for making this document available at the first request of DaJobs. Failing that or if the document is incomplete and/or not signed by the worker, DaJobs shall pay the wage and/or the employer and tax contributions relating to the contractual hours, in accordance with applicable legislation, and bill the user in this regard, even on a retroactive basis.*

5. *A daily minimum of three hours shall always be taken in account by the client.*
6. *DAJOBS is meticulous in the selection of temporary staff and, in this regard, is concerned by a best-efforts obligation and not an obligation to achieve a result. If a user observes that a temporary worker does not have the necessary qualifications, it shall inform DAJOBS within the first four hours of work. The user shall also immediately report any lateness or absence of the temporary worker to DAJOBS. DAJOBS may not be held responsible for any consequences arising from the absence from work of its temporary staff, their negligence and/or any resulting interruption to activity.*
7. *DAJOBS strives to respect the principles of neutrality and non-discrimination. DaJobs will refuse any request from the user that is contrary to legislation and collective labour agreements aimed at combating discrimination. Consequently, the user shall in any event limit his request to criteria that are relevant to the function to be performed.*
8. *If the user or an affiliated company enters into an employment contract with the temporary worker in any capacity whatsoever, without the involvement of the temporary employment company (e.g. temporary employment contract via any company other than DAJOBS, independent contract, fixed-term or open-ended contract, training contract, etc.) for the same role or any other role, prior to the end of a minimum period of 120 consecutive working days (or equivalent days) on a full-time basis, the user shall pay to the temporary employment company, as compensation for the loss suffered, an amount equal to 20% of the gross annual pay of the temporary worker concerned. The above-mentioned compensation is also due when a DaJobs (candidate) temporary worker/student registered on a shared digital platform (with the user and/or a third-party temp agency) is employed within 6 months without a DaJobs employment contract in your company (or in a related company).*

This compensation is fixed on a flat-rate basis and corresponds to the loss suffered by DAJOBS, in particular with regard to the costs that the user would have had to spend for the prospection, selection and screening of a worker with the same qualifications, and with regard to the loss of profit for DAJOBS, without prejudice to DAJOBS's right to claim greater compensation in accordance with the loss suffered. After the aforementioned minimum period of 120 working days (or assimilated days), any user (or related company) that hires the DaJobs temporary worker via another temp agency will owe DaJobs a compensation of €1,000 excluding VAT.

Finally, following a prior temporary employment period of at least 120 consecutive full-time working days, performed and invoiced, the applicable coefficient does not automatically convert into a payroll coefficient.

9. Without any compensation being owed and without any formal notice, DAJOBS reserves the right to withdraw its staff, not least in the event of a late payment or a failure to comply with legislation, moral standards or these general terms and conditions. It is required by law to withdraw its staff in the event of any strike or a lock-out by which the user's company is concerned. The user shall not engage the services of DAJOBS in the event of any strike or a lock-out by which its company is concerned. The compulsory withdrawal of temporary workers in the event of a strike or a lock-out does not require DAJOBS to pay compensation to the user.
10. *Throughout the whole period in which the temporary worker is active at the premises of the user, the user is responsible for implementing the provisions of employment regulations and industrial safety legislation applicable at the workplace in accordance with Article 19 of the Act of 24 July 1987 (including the health and safety of temporary workers). In the event of an inspection or a complaint, the user must be able to justify the information submitted as part of the working arrangements of temporary workers and shall take full responsibility in this regard.*
11. *In accordance with Article 6.14 (formerly 1384), section 3 of the former Civil Code, as interpreted by the Order of 08.11.1979 of the Court of Cassation, the user is responsible for all damage caused by the temporary worker in the role in which he is employed. DAJOBS may not be held liable for any loss, theft, damage, disappearance of equipment, database, cash, belongings or moral prejudice caused by the temporary worker. The user is therefore advised to establish a "temporary employment" clause in its insurance policy. DAJOBS cannot be held liable if a candidate presented by DAJOBS cannot be made available to the user or if the temporary assignment is terminated (prematurely) for any reason whatsoever. DAJOBS cannot be held liable for any operating losses, consequential damage or loss of earnings suffered by the user. The application of Article 5.229 of the new Civil Code is excluded.*
12. *The user, at whose premises the temporary worker is active, is responsible for supplying and maintaining personal protective clothing - boots, helmets or other equipment.*
13. The user may only assign the temporary worker the tasks, work equipment, vehicles, etc. for which he has been made available by DaJobs. This information is recorded in the workstation sheet, which is the result of the risk analysis carried out by the user and which is made available by the user when a temporary worker is requested (and in any case before the temporary worker starts work).
- Temporary agency worker may not perform work that is covered by a special protection regulation, such as:
  - Demolition and asbestos removal
  - Work involving fumigation as defined for certain agents.
  - Work for which no workstation sheet has been completed if this is mandatory.
  - Tasks or work equipment not mentioned in the workstation sheet and therefore involving additional risks.
14. In case of an accident at work occurring to the temporary worker, the user, after having taken emergency measures, will immediately notify DAJOBS and provide all the elements necessary for the declaration of the accident. Any delay or absence of communication of the accident or the circumstances of the accident will directly engage the responsibility of the user. In the event of a serious accident within the meaning of the Code of 28/04/2017 on well-being at work involving a DAJOBS temporary worker, the user is obliged to immediately report the accident to the qualified inspection body. The user's department for prevention and protection at work (internal or external) is qualified to examine the work accident. The costs arising from this examination shall be borne by the user. An accident report must be drawn up for occupational accidents resulting in an incapacity for work of at least four days. A detailed report must be drawn up for serious accidents at work. The detailed report must be drawn up and submitted by the user's prevention advisor level I or II from the prevention department (SEPP or SIPP) to the qualified inspectorate within a maximum of 10 days of the accident. DaJobs will cooperate in the examination and the above-mentioned report. Any request for information may be addressed to the JobCenter to which the temporary worker belongs.
15. DAJOBS is not liable for any loans or advance payments, in kind or in cash, granted by the user to the temporary worker. Any costs arising from the use of the private telephone, meals in the mess, authorised purchases, etc. shall be recovered without the intervention of DAJOBS.
16. *The user is required to ensure that the temporary worker benefits from the same benefits as its permanent staff, such as canteen, beverages, transport, etc.*
17. *Insofar as the user remunerates its staff for them, work interruptions for rest, meals and any free hours/days (e.g. bank holidays), etc., are considered to be working hours and are therefore also invoiced as such.*
18. *The user must have its services validated by DaConnect unless it is expressly agreed by DaJobs that services shall be provided by other means and according to specific procedures. The official validation of the services by the user must reach DAJOBS not later than Tuesday at 12 p.m. following the work. Failing that, DAJOBS shall pay the workers for any contractually established hours and charge them to the user. In receiving the services of DaConnect, the user attests to the accuracy of the items which are recorded, acknowledges the satisfactory performance of the work carried out by the worker, and also confirms its acceptance of the general terms and conditions of DAJOBS and the clauses of the collective bargaining agreement. The user shall not contest the validity of the services made available or signature; the authority of the signatory is deemed to be irrefutable. DaJobs expressly declares itself not liable for defects in the availability and operation of ICT resources due to force majeure, including in particular Internet disruptions, malfunctioning of operators or suppliers, hacking, maintenance, etc.*
19. Successive daily temporary employment contracts will have to comply strictly with the relevant legal framework, with the user having to prove in particular that there is a real need for flexibility in the job concerned. If this flexibility is not demonstrated before the temporary worker is put to work, and if DAJOBS is charged with a penalty, DAJOBS will be obliged to invoice, in addition to the actual services provided, compensation equal to the remuneration that would have been paid if a temporary employment contract had been concluded for a period of two weeks, without prejudice to any other possible penalties.
20. In order to comply with the DIMONA regulation (AR of 05/11/2002), during the opening hours of the Job Centre, any request made by the user to create, cancel or amend a temporary employment contract must be notified to DAJOBS within the legal deadlines associated with this regulation\*, and not later than 30 minutes before this request officially becomes valid. Outside the opening times of Job Centres, the user may notify any such request according to the availability of the service if this use has been expressly authorised by DAJOBS. In any such case, the aforementioned requests shall also be notified within the legal periods\* and not later than 1 hour before the expiry of these periods. In the event of a late claim, this may not be executed. DaJobs reserves the right to recover from the user any direct or indirect financial loss resulting from non-compliance with the dimona regulations.
21. The bill established by DAJOBS is payable on its due date, net and without any deduction. If the bill is not paid on its due date, the billed amount accrues an interest of 14% per annum by operation of law and without any notice. Moreover, compensation totalling 18% of the sums owed, with a minimum of EUR 40, shall be owed by operation of law, as flat-rate damages, following an order to pay by registered letter: bills do not constitute any novation or exemption. The temporary worker is not authorised to collect our bills. If a bill is not paid on its due date, DAJOBS is authorised to accelerate the payment established for other bills issued but not yet due, and for any possible payment plan, by operation of law and without any notice. As a result, all bills yet to be paid (principal and ancillary) shall become payable with immediate effect. In the event of non-payment or late payment of invoices in accordance with the terms agreed in the present offer and general conditions, DAJOBS reserves the right to terminate the collaboration with the user without notice or compensation. DAJOBS has the right to require the debtor to have a direct debit at any time, depending on the debtor's financial situation.
22. Taxes and all other duties and fees imposed by applicable laws at the time when the bill is produced are charged to the client (e.g. withholding taxes, etc.), as well as any increase due to a change in legal regulations.
23. *All bills produced by DAJOBS are unconditionally accepted by the user if they are not the subject of a substantiated objection by registered letter within eight calendar days of the date on which the invoice is sent.*
24. The user shall bear all financial or harmful consequences for DAJOBS in the event of non-compliance with its contractual and/or legal obligations, in particular in the event of a legally justified regularisation required by any official authority/ party (e. g. NSSO in case of non-compliance with DIMONA regulations, ONEM in case of refusal of temporary unemployment, tax administration, in particular with regard to exemptions from withholding tax on professional income of subsidies, labour inspectorate, syndicate, lawyer, etc.). In addition, DAJOBS will only reimburse the employer's own costs if the user provides it with the relevant supporting documents in advance. In the event of any rectification required by the NSSO or the tax authorities, the user shall assume full responsibility for it and shall bear the invoice issued accordingly by DAJOBS.
25. *If the user fails to fulfil the contract and its provisions or fails to comply with the law (e.g. by terminating the employment contract of a temporary worker in advance, by making discriminatory demands, by not complying with the applicable sectoral regulations, etc.), DAJOBS reserves the right to unilaterally terminate the work, without prior notice or compensation on its part. The user will be liable to DAJOBS, as a compensation clause (Art. 5.88 new Civil Code), for an amount equal to the amounts of*

*the bills that would have been issued by DAJOBS if this contract had been executed with a minimum of 50 Euros excluding VAT per calendar day in the following cases, DAJOBS being able to claim greater damages depending on the extent of its damage:*

- In the event of non-performance of the contract and its provisions by the user (Art. 5.88 new Civil Code), or non-compliance with the law (for example, by terminating the employment contract of a temporary employee early, by issuing discriminatory requests, by not complying with the applicable sectoral regulations, etc.), DAJOBS also reserving the right to unilaterally terminate the collaboration in such cases, without prior notice and without notice or compensation on its part;
- In the event of early termination of the collaboration by the user (art. 1794 of the Former Civil Code);
- The same shall apply if the contract between DAJOBS and the user is invalidated in case of a failure by the user to fulfil the obligations for which it is responsible under law or following any inaccurate information submitted upon the conclusion of this contract;
- In case of damage suffered by DAJOBS due to the user having declared that the temporary worker was employed for services leading to a partial exemption from withholding tax, whether in a shift work system, a continuous shift work system, a night work system, under the system navigation regime, or in on-site construction work teams, but was unable to provide proof of this;
- In case of damage suffered by DAJOBS due to an incorrect or unsubmitted percentage of the scope of work referred to in Article 2755, §1er/1 or §3/1, CIR 92.

*DaJobs also reserves the right to terminate the contract immediately without notice or compensation in favour of the user if the user remains in default of payment of bills that have fallen due.*

*In the event of bankruptcy, suspension of payment or judicial reorganisation of the user, DAJOBS shall be entitled to terminate the collaboration immediately without being liable to pay any compensation to the user.*

*If the performance of the contract becomes impossible or unreasonably burdensome for one party due to force majeure, the other party shall have the right to terminate the collaboration directly upon payment of the invoices relating to the current contracts. Invoices will be issued by DAJOBS on the basis of the current employment contracts of the workers made available.*

26. *In the event of a dispute, the French-speaking Chambers of the Courts of Brussels shall have sole jurisdiction. The collective bargaining agreement with the user is deemed to be concluded subject to Belgian law, despite any international elements.*
27. *DaJobs complies with the EU General Data Protection Regulation and the Belgian Data Protection Law of 30/07/2018. These regulations predominantly seek to provide greater security for any processed personal data of natural persons. In this capacity, DaJobs acts as a data processor. This means that DaJobs particularly determines the following: the kinds of personal data collected, the various processes applied to these data, the processing purposes, the resources used during these processes, etc. DaJobs will not be able to transmit personal data to the user except in the cases provided for by legal regulations. The user will be considered as responsible for processing the personal data of the candidates/ temporary workers/etc. that it processes and for their transfer to DaJobs. In this respect, it holds DaJobs harmless against any claim by candidates, workers, third parties, etc., compensating DaJobs in such cases for any prejudice suffered. If users have any questions or wish to exercise their rights of access, rectification, opposition and erasure, in accordance with applicable regulations, for any legitimate reason, in relation to the personal data held by DaJobs , they may contact our DPO (Data Protection Officer) via the e-mail address dpo@DaJobs.be.*

*\*Creation of dimona before the work begins; change of the contract end date not later than 1 working day following the final work date; cancellation not later than the 1st established working day;*

#### **SELECTING THE STAFF AND DIRECT RECRUITMENT OF A CANDIDATE**

28. *The client undertakes to inform DAJOBS in writing of any contract that is concluded with a candidate presented by DAJOBS and submit a copy of this contract to DAJOBS within 14 calendar days of the date of the signature of the employment contract.*
29. *The contract related to the selection is based on a candidate being presented to the client; this presentation may be proved by any legal remedy including by proof of the submission of information about this candidate to the client. DAJOBS is bound by a best-efforts obligation as part of its assignment. The user will treat candidates without any discrimination and shall restrict its criteria merely to those that are relevant to the position to be filled.*
30. *If a candidate is recruited by the user or an affiliated company within 12 months from the date of his/her presentation by DAJOBS, DAJOBS shall be entitled to charge the client for the price agreed in the offer relating to 20% of the gross annual wage of the candidate on the basis of full-time employment, even in the event of part-time employment. The selection fee will continue to apply to the user until 3 years after the end of the work agreement.*
31. *The term "recruitment" refers to the hiring under a fixed-term or indefinite-term contract, subject to the relationship of a salaried, independent or temporary contract, etc.*
32. *If a candidate presented by DAJOBS is recruited by a natural or legal person related to the client (such as, for instance, a subsidiary), the client shall be liable to pay the price agreed in the offer, as if the client had hired the candidate. The same shall apply if the candidate is recruited by a third party with the complicity of the client.*
33. *The amount charged by DAJOBS is set forth in the contract and calculated on the basis of the taxable gross annual wage of the first year of work of the candidate; it includes, but is not limited to, any bonus, commission or end-of-year incentive. The extra-legal contractual benefit, in the form of a company car, is valued at € 5,000. The client will provide DAJOBS with a comprehensive breakdown of the total remuneration of a candidate.*
34. *The amount invoiced by DAJOBS is payable on selection of a candidate and is not subject to the success or failure of any test planned by the user.*
35. *If the employment of an applicant comes to an end within a period of twelve weeks as of his/her date of commencement of employment, DAJOBS shall reimburse the client for an amount equal to one twelfth of the amount billed per full week during which the candidate has not worked, subject to clause 36 below. Public holidays, sickness, leave, temporary unemployment, accident days are part of the twelve-week period.*
36. *This refund (see article 35) will not be made in the event of non-payment of the DaJobs Recruitment invoice within the time limit stipulated in the offer and/or in the absence of written information sent to DAJOBS by registered letter within 14 calendar days of the date of termination of employment with reasons.*
37. *DaJobs complies with the EU General Data Protection Regulation, as specified in Clause 27 above, which also fully applies to any personal data exchanged as part of the recruitment of staff and the appointment of applicants*