

APPENDIX A – MODEL PERFORMANCE GUARANTEE

The [guarantee provider] hereby issues, as an independent and separate undertaking, to the Contractor, an irrevocable and unconditional guarantee for all claims by the latter on the Subcontractor pursuant to the subcontract with reference [***] d.d. [***]. This guarantee applies for a maximum amount of € [***].

At the Contractor's first written request, the [guarantee provider] shall, without requesting further proof, pay all amounts that the Contractor states to be receivable from the Subcontractor pursuant to the aforementioned subcontract, except if the amount of this disbursement would (in combination with previous payments under this guarantee) exceed the aforementioned maximum amount of this guarantee.

Payment shall be made by the [guarantee provider] at the latest within 15 (fifteen) calendar days after receipt of the Contractor's written request.

This guarantee is an autonomous, abstract guarantee; the [guarantee provider] therefore hereby waives, and may not invoke, any means of defence stemming from the legal relationship between the Contractor and the Subcontractor or from the legal relationship between the [guarantee provider] and the Subcontractor.

This guarantee is governed by Belgian law.

GENERAL SUBCONTRACTING TERMS AND CONDITIONS – APPENDICES

APPENDIX B – CHARTER FOR QUALITY, SAFETY, HEALTH AND ENVIRONMENT FOR SUBCONTRACTORS

It is the responsibility of the Subcontractor, with regard to his activities, to guarantee the safety and monitoring of the construction site and to ensure all necessary precautions regarding the safety of its staff and others. Before starting his activities, he will submit to the Contractor a quality, safety, health and environmental plan (QSHE-plan) including a risk analysis concerning his activities.

The Subcontractor agrees to comply with all safety rules imposed by:

- the Employer, partially incorporated in the general and special scope;
- the government, incorporated in the applicable local laws and regulations;
- the Contractor, incorporated in his QSHE-plan.

In particular, prior to starting his activities the Subcontractor will take note of the QSHE-plan of the Contractor, which is available to the Subcontractors at his field office, and the Subcontractor will fully comply with the conditions of this plan throughout the duration of the works on the construction site. At his request, the Subcontractor may obtain a copy of the QSHE-plan.

The Subcontractor will ensure that all his employees are reported to the Contractor. Prior to starting with the activities, all his employees are obliged to follow a safety introduction training of the Contractor.

The Subcontractor shall inform his staff sufficiently about the content of the QSHE-plan and will ensure that work is done in compliance with these QSHE-rules. He will also give all his employees a monthly theme toolbox. This theme toolbox is offered by the Contractor. The employees of the Subcontractor may also join the theme toolbox given by the Contractor. However, this must be notified to the Contractor in advance. For this purpose, the date and time of the monthly theme toolbox will be notified to the Subcontractor by the Contractor.

The Contractor is authorised to take all measures in order to ensure full compliance with the safety regulations on the construction site. If the Subcontractor fails to respect the safety precautions and gives no adequate response within 48 hours after notice by registered letter, then this will entitle the Contractor, without prior judicial authorization, to take the necessary measures and to install facilities at the Subcontractor's expense. His lack of timely response will be accepted as an acknowledgment of the shortcoming and the costs incurred by the Contractor.

The Subcontractor is required to provide all his employees with the necessary personal protective equipment. Following personal protective equipment are always required to wear: custom work clothing, safety helmet and safety shoes. Depending on the works to be performed and the risk analysis, additional personal protective equipment must be worn in specific cases. Each violation of these obligations concerning the wearing of personal protective equipment committed by the Subcontractor or his employees, entitles the Contractor to apply liquidated damages for an amount of €50. Such liquidated damages shall be deducted from the amounts owed to the Subcontractor or from the guarantee and shall be transferred to charity, chosen by the Contractor.

Before starting the activities, the Subcontractor is required to present a recent medical certificate, depending on the work, of all plant operators, employed on the project. Each employee must be in possession of a valid VCA certificate if demanded by the Employer.

All lifting plant and equipment shall have a periodic inspection, or a commissioning report for new equipment, delivered by an accredited certification body according to local laws. These documents shall be stored in the plant.

The Contractor rejects all responsibility for accidents that might result from the use of his devices and/or materials (scaffolds, ladders, etc.). Before providing his employees permission to use such materials/devices, the Subcontractor will ensure that the materials/devices fully meet the requirements of the applicable laws in the country where the activities are carried out.

The Subcontractor is required to work only with qualified employees for that work. Before starting his work, he presents certificates of competency to the Contractor.

The Subcontractor shall report all incidents and accidents to the main contractor within 24 hours.

The Subcontractor shall at least once a month conduct site inspections. The report of the site inspection must be submitted to the Contractor within 24 hours.

The Subcontractor shall submit monthly, before the fifth of the month, his project-based safety statistics to the Contractor. These safety statistics include the hours worked, the incidents, the accidents, the frequency rate and severity rate.

<u>Subcontractor</u>	<u>General Contractor</u>
Name Subcontractor:	Name General Contractor: Groupe Denys
Date:	Date:
Name:	Name:
Signature: ·	Signature: ··

ADDITIONAL PREVENTIVE MEASURES TO ANNEX B - CHARTER FOR QUALITY, SAFETY AND ENVIRONMENT FOR SUBCONTRACTORS - GENERAL CONDITIONS FOR SUBCONTRACTORS – ANNEXES

All the latest corona guidelines included in the latest version(s) of the relevant MD's and the generic and/or sector-specific plans that are applicable at any time, must be followed in full at all times.

These measures must always be integrated by the subcontractor in the project specific health and safety plan and must be communicated for assessment before resuming activities on the site:

- To Denys. Denys transfers the adapted project specific health and safety plan, including the adapted risk analyses, to the client and the safety coordinator. On request, Denys will make its general plan of approach regarding COVID-19 available as an example;
- To all employees by the subcontractor's team leader. Particular attention must be paid to the rules for the correct use of the PPEs made available (mask: how to put it on, wear it, remove it...).

Denys will also monitor compliance with these measures on the construction site. Denys will report her findings systematically. In the event of non-compliance with these regulations, Denys shall be entitled - without prior notice of default being required - to payment by the Subcontractor of fixed compensation of 500 euros per infringement per working day (without prejudice to Denys' right to recover any higher damage resulting from such infringement in full from the Subcontractor). In the event of serious or repeated infringements, Denys shall also be entitled to terminate this agreement with immediate effect - without prior notice of default or judicial intervention - at the expense of the Subcontractor.

EMPLOYEES (INDEPENDENT OF EMPLOYER) MUST STAY AT HOME

- If they have one of these symptoms: fever, coughing, breathing difficulties and/or on doctor's advice.
- If these symptoms occur during the performance of their work: fever, coughing, respiratory problems, ... they should leave the workplace immediately.
- On doctor's advice if, for example, they have been in contact with a person infected with the coronavirus.

MEASURES TO BE RESPECTED BY ALL PARTIES INVOLVED

- Respect the guidelines of the Safety Board, the client, the safety coordinator and Denys at all times;
- Always respect the rule of social distancing of 1.5 m: during transport, breaks, work, meetings, ... ;
- Make sure that for each activity, the same shifts/employees always carry out the assigned work. Always work in small permanent teams;
- During transport, only one person per vehicle or one person per row is allowed;
- If the social distance cannot be respected, a risk analysis must be carried out and wearing a mask is compulsory in addition to organisational, collective, ... measures. If the risk analysis shows, depending on the nature of the work, that respiratory protection with FFP2 protection or higher is mandatory, this will have to be followed as a minimum standard for the mask;
- Avoid any close contact: do not shake hands, kiss or cuddle when greeting each other;
- Wash your hands regularly with soap and water, do not use a towel, but single-use paper;
- Do not touch your face;
- Cough/sneeze in your elbow or use a clean paper handkerchief and throw it in a closed garbage can;
- Provide water, liquid soap and a place to wash your hands;
- Provide disinfectants (wipes, hydro-alcoholic gel);
- Provide regular restocking;
- Provide closed garbage cans with garbage bags and daily disposal;
- Clean and disinfect all social facilities, community buildings, communal equipment at least once a day;
- Ensure regular ventilation of all buildings;
- Establish a schedule to avoid overcrowding of social facilities;
- Use individual tools, do not lend equipment and/or tools between employees;
- No exchange of means of communication (telephone);
- Restrict meetings, schedule them by telephone or digital means;
- If that is not possible, plan these meetings outdoors, in small groups, respecting social distance;
- Pay special attention to staff at risk: over 65 years of age or pathology (heart, kidneys, diabetes, obesity, weakened immune system);
- Hang up posters with the coronavirus prevention measures. Repeat this topic at least weekly with all your staff members.

APPENDIX C – MEMORANDUM FOR DATA PROTECTION

The Contractor processes the identity and contact details of persons (staff, appointees, employees, etc.) acting for the Subcontractor. The Contractor also processes personal data of persons acting for any contractor/subcontractor(s), supplier(s) and other useful contacts of the Subcontractor.

The purposes of this processing are the implementation of the agreement, the (financial) management of the suppliers/subcontractors/service providers, and the accounting. The lawful bases are the implementation of the agreement, the fulfilment of legal and regulatory obligations (such as compulsory electronic attendance registration, the art. 30Bis declaration of works, the attendance list or other obligations in the case of public contracts) and/or the legitimate interest. If necessary, E-ID data or the Limosa number are also processed for electronic attendance registration.

The controller is the Contractor.

The above personal data is to be processed in accordance with the provisions in the General Data Protection Regulation, and shall only be forwarded to processors, recipients and/or third parties insofar as this is necessary within the scope of the aforementioned purposes for processing.

The Subcontractor bears responsibility for the accuracy of the data it provides to the Contractor and keeping this updated, and undertakes to observe the provisions of the General Data Protection Regulation strictly concerning persons whose personal data he transfers to the Contractor, as well as relating to all possible personal data it might receive from the Contractor and its staff, employees and appointees. The Subcontractor confirms that it only processes this latter personal data within the scope of and with the lawful basis of implementing the agreement and fulfilling legal obligations. The Subcontractor undertakes to oblige his own subcontractor/sub-subcontractor(s) and/or suppliers and/or service providers to observe regulations concerning processing personal data, and to inform them of their obligations in this regard.

In the case of possible personal data breaches (“data leak” or “data breach”), the Subcontractor is to notify the Contractor immediately and at the latest within five hours after discovery, of the nature of the breach, the probable consequences of the breach and the measures proposed or taken to restrict any adverse consequences.

The Subcontractor confirms that he was sufficiently informed concerning the processing of his personal data, and concerning his rights to access, correct, delete and object. For further information, the Contractor explicitly refers to the Data Protection Notice, as can be found on the website of the Denys group (www.denys.com). The Subcontractor confirms having read this Data Protection Notice and accepting its content. If the Subcontractor fails to observe the regulations concerning processing personal data and the Data Protection Notice applicable to it, the Contractor is entitled to take necessary measures at the Subcontractor's expense or to terminate this agreement without prior notice or compensation.