## Addendum regarding use and provision of a Lease Bike

\*\*BACKGROUND\*\*

\*[A]\* The Employer has offered to lease for the Employee a \*\*Lease Bike\*\*, which can be used for commuting between home and work, for professional travel and for private use (the “Use”), and for this purpose uses the Lease a Bike Platform..

\*[B]\* The Employee wishes to take advantage of that offer and has selected a Lease Bike from a Lease a Bike dealer (the “Bike Dealer”) via the Lease a Bike Platform. The Employer and the Employee agree that the Employee will contribute as agreed in this addendum.

\*[C]\* From the date of signature, the Employer will lease a Lease Bike for the Employee (hereinafter the “Renting Contract”). The Renting Contract between the Employer and the lease company starts on the day of delivery of the Lease Bike to the Employee and ends 36 months after the first day of the calendar month following the delivery of the Lease Bike (hereinafter the \*\*Period of Use\*\*).

\*[D]\* The terms and conditions of the Use and the specific rights and obligations applicable (between the Employer and the Employee) have been laid down in general terms in, inter alia, this contract, which forms an integral part of the employment contract. For a further elaboration of the general terms and conditions, reference is made to the “Bike Policy” document and the accompanying additional terms and conditions which are known and accepted by the Employee.

\*\*IT IS AGREED AS FOLLOWS:\*\*

[1] \*\*REDUCTION OF THE MONTHLY GROSS SALARY OR THE END-OF-YEAR-BONUS\*\*

The Employee and the Employer agree that the monthly gross salary will be reduced from the first day of the calendar month following the delivery of the Lease Bike to the Employee and for a period of 36 months. The amount stated on page 1, the renting rate including VAT, is the basis for this offsetting. Unless expressly agreed otherwise between the Employee and the Employer, the monthly gross salary will be increased again by the same amount after the end of the Period of Use, adjusted in accordance with the statutory indexations and increases that would have taken place if the gross salary had not been reduced.

OR

The Employee and the Employer agree that the end-of-year bonus will be reduced from the first payment following the delivery of the Lease Bike to the Employee and for a period of 36 months. The amount stated on page 1, the renting rate including VAT, is the basis for this offsetting. Unless expressly agreed otherwise between the Employee and the Employer, the end-of-year bonus will be increased again by the same amount after the end of the Period of Use, adjusted in accordance with the statutory indexations and increases that would have taken place if the end-of-year bonus had not been reduced.

[2] \*\*TERMS AND CONDITION GEBRUIK BEDRIJFSFIETS\*\*

[2.1] This Agreement is entered into for the duration of the Period of Use. The Employee will use the Lease Bike for commuting between home and work and possibly for professional travel. The Employee is entitled to use the Lease Bike for private purposes as well. The Employee is the primary rider of the Lease Bike. It is also permitted for a household member or close family member of the Employee to ride the Lease Bike.

[2.2] The monthly rate that the Employer owes the lease company in connection with the Renting Contract is stated on page 1. This amount is divided into the following monthly components: 1) Renting rate, 2) ROB service package premium and 3) Risk or insurance premium.

[2.3] The cost of early termination of the Leasing Contract when the bicycle is not acquired shall be borne by the Employee and shall be determined on the basis of the term of the relevant Renting Contract, provided that the termination is invoked as a result of any of the following reasons:

- At the initiative of the Employee;

- On the initiative of the Employer, with the exception of collective redundancies;

- In the case of long-term illness exceeding 3 months;

- In the event of maternity leave during the term of the Lease Contract

In case the Lease Contract is terminated within the first year, the remaining lease instalments up to month 12 are still to be settled. The Employee agrees that the Employer may set off the said amount in the departure holiday pay to be paid by the Employer. If the Leasing Contract has been active/running for more than 12 months, based on the same above conditions in this article, no termination fee will be charged and the bike can be returned to the bike dealer free of charge according to the return policy.

If the Employee does decide to take over the bicycle, then the Employee must pay off the remaining lease instalments of the Lease Contract (excluding service charges during the last 24 months of the Lease Contract), including the takeover value.

Another Employee may be found within the Employer's organisation who wishes to use the Lease Bike as a rider (until the end of the Period of Use and under the same conditions). In addition, the Employee can also choose to transfer the Lease contract with him to his future Employer, if a cooperation between this new Employer and Lease a Bike is possible.

If the Lease Contract is terminated prematurely for reasons other than the above-mentioned conditions, the costs will be settled on the basis of the remaining lease terms up to and including month 36 (excluding the service costs during the last 24 months of the Lease Contract). These will be borne by the Employee, unless otherwise mutually agreed with the Employer.

[2.4] This contract - and in a general sense the Employee's ability to lease a Bike through the Lease a Bike Platform - has no precedential value and no future rights can be derived from it. The Employee acknowledges that this is not an essential element of the employment contract. Among other things, changes in tax and social regulations may affect this contract and the Employer (after coordination with the other contractual partners) is entitled to unilaterally amend this Agreement.

The Employer and Employee confirm that they have had sufficient time to familiarise themselves with the contents and consequences of this Contract. The Employee confirms that he/she has been extensively informed by the Employer about said content and consequences.

## Bike Policy

\*\*1. General\*\*

This bike policy is an internal company document to optimise the management and use of the leased bike provided. It includes the rules about the lease bike and its use. This bicycle policy can be unilaterally revised by the Employer due to practical necessity, economic reasons or changes in applicable legislation. You expressly agree that new lease terms imposed on the Employer may/will be passed on to you. After each revision, you will be notified and an updated version will be made available to you. In case of inadequacy or non-uniform interpretation of the cycling policy, the Employer will decide.

\*\*1.1\*\* As part of, amongst other things, the Employer's mobility policy and because the Employer attaches importance to the good health of its employees (the "\*\*Employee(s)\*\*"), the Employer offers its Employees the opportunity to use a lease bike through the Lease a Bike platform (the "\*\*Lease a Bike Platform\*\*").

\*\*1.2\*\* The Employer cooperates with Bike Mobility Services Belgium B.V. ("\*\*Lease a Bike\*\*"), leasing company \*\*Grenke Lease BV\*\* and bike dealers (the "\*\*Bike Dealers\*\*"). Through the Lease a Bike Platform, our Employees have the opportunity to choose a bike or e-bike in a (para)fiscally advantageous manner which they can use for commuter travel, professional travel ("work-work travel") and private travel (the "\*\*Use\*\*") after a Renting Contract has been established between the Employer and the leasing company through the Lease a Bike Platform (the "\*\*Renting Contract\*\*")

\*\*1.3\*\* The Use is made in accordance with the terms and conditions set out in, inter alia, (i) this policy and (ii) potentially other relevant Lease a Bike documents, such as the annexes to this document found at <https://www.lease-a-bike.be/en/conditions-page>.

\*\*2. Who is the lease bike intended for?\*\*

\*\*2.1\*\* All <<Workers>> or <<Employees>> with an employment contract of indefinite duration can apply for the Use of a Lease Bike. The Employer will check that you do not fall below the legal minimum gross salary by using a Lease Bike.

\*\*2.2\*\* Employees (i) whose employment will end during the Period of Use, (ii) who retire, (iii) who will continue their work abroad for the Employer and/or (iv) who will completely suspend their work for a period of at least three (3) months, cannot apply for a Lease Bike. There is an exception for suspension due to pregnancy, maternity or parental leave.

\*\*2.3\*\* The Employer will always be entitled to deviate from the principles referred to in this article 2 in specific cases. The decision to offer a Lease Bike to an Employee will always and fully rest with the Employer.

\*\*3. Choosing a bike and accessories\*\*

\*\*3.1\*\* You are free to choose the type of bike: e-bike, mountain bike, racing bike, cargo bike and more. The Employer will specify in the Lease a Bike Platform whether you can choose a speed pedelec. You are also completely free to choose a bike brand. Currently there are over 200 brands, including Gazelle, Batavus, Stromer, Urban Arrow, Trek, Giant, Riese & Müller and many more. These are all brands that are available from the Lease a Bike Dealers where you choose your bike. The most up-to-date overview of the Bike Dealers: <https://www.lease-a-bike.be/en/dealer-locator>.

\*\*3.2\*\* In consultation with the Employer, the lease company determines the (maximum) amount that an Employee can use for a Lease Bike.

\*\*3.3\*\* In addition to a Lease Bike, you may also choose bike accessories up to a maximum of 15% of the (total) catalogue value of the Lease Bike. The bike accessories must contribute to traffic safety and/or must be able to be attached to the bike. Examples are a lock, a bicycle bag, or a helmet. Rainwear, bicycle clothing and computers are excluded. The purchase or inclusion in the Renting Contract of a high-quality bicycle lock is mandatory.

\*\*4. Ordering the bike\*\*

The order for the Lease Bike is placed on the digital platform of Lease a Bike:

\*\*4.1\*\* You receive a registration link from the Employer. You sign up and wait for digital permission to select the Lease Bike. After the Employer’s approval you will receive a personal order code by e-mail. The personal order code also contains the maximum amount you can use to choose a Lease Bike (including parts).

\*\*4.2\*\* You provide your order code to one of the affiliated Lease a Bike Dealers. There you select the Lease Bike, the accessories and the service and maintenance package. You will then receive the Employer’s terms and conditions by e-mail and must give your digital consent. After this confirmation, you will receive a PIN code, the collection code of the Lease Bike.

\*\*4.3\*\* The Bike Dealer will inform you when your Lease Bike is ready for pickup. When you collect the Lease Bike from the Bike Dealer with the collection code, the Bike Dealer will check with you whether the Lease Bike corresponds to the renting application. The Bike Dealer will also verify your identity based on your identity document. After entering the collection code, the Lease a Bike Platform generates the delivery confirmation and the Renting Contract.

\*\*4.4\*\* If the Employer so requests, you also confirm these consents with a handwritten signature.

\*\*5. Financial and tax treatment\*\*

\*\*5.1\*\* The cost of a Lease Bike consists of: 1) the renting rate, 2) the premium for the service package and 3) the premium for damage protection plus roadside assistance. On the calculator (<https://www.lease-a-bike.be/en/calculator>) you can see how much the lease cost of a bike is. The calculator also gives an indication of the net costs of the bike when offset against the gross salary or the end-of-year bonus. Please note that the calculator is an indication and does not guarantee a completely correct outcome of the net approach.

\*\*5.2\*\* The Employer makes a gross monthly contribution of €XX.XX. This contribution applies for the entire duration of the lease contract

\*\*5.3\*\* The Employee can make use of the Lease Bike in a tax advantageous manner. In accordance with Article 38, §1, 14 b) of the Code of income tax of 1992 (WIB/CIR 92) and Circular letter Ci.RH.242/612.802 of 19 October 2011 on Lease Bikes, the benefit of the use of a Lease Bike is exempt from taxes and fiscal levies if it is regularly used for commuting between home and work. The tax treatment of the Use of the Lease Bike is based on the tax legislation as it will apply from time to time and may change from time to time.

\*\*5.4\*\* If the employment contract has been fully suspended for at least 3 (three) months, except for pregnancy, maternity or parental leave, and the Employee does not receive any salary during this period of suspension, the costs of the Lease Bike will be at the Employee’s expense. The Employee will reimburse these costs to the Employer on first request and for the entire period of the suspension. The Employer may decide to continue to bear the monthly costs in situations worthy of particular attention.

\*\*6. Labour law and social security treatment\*\*

\*\*6.1\*\* The benefit of private use of the Lease Bike constitutes an employment benefit in kind. The benefit arising from the use of a company bike and accessories, including maintenance and storage costs, and if the bike is actually used for commuting between home and work, is not considered as salary and is therefore not subject to social security contributions. (Article 19, §2, 23° of the Royal Decree of 28 November 1969 in execution of the Law of 27 June 1969 revising the Decree-Law of 28 December 1944. This social security legislation applies from time to time and may change from time to time.

\*\*7. Careful use, service and maintenance\*\*

\*\*7.1\*\* You are obliged to use and maintain the Lease Bike correctly and carefully, in line with the instructions for use issued by the manufacturer of the Lease Bike and what is required on the basis of these terms and conditions. You are also obliged to take all the usual precautions against theft and/or loss of the Lease Bike.

\*\*7.2\*\* For maintenance and service work on the Lease Bike, please contact a Bike Dealer who is affiliated with the Lease a Bike Platform. Maintenance and service work on the Lease Bike will be covered within the terms and conditions and limits of the ROB service package you have chosen:

\*1) Basic package – covers up to €100 per year;

2) Standard package– covers up to €150 per year;

3) Premium package – unlimited – not possible in combination with a race bike, MTB, cargo bike or speed pedelec;

4) Speed Pedelec package – up to €300 per year\*

Maintenance and service work on the Lease Bike that falls outside the scope of the ROB service package you have chosen will be at your expense. You must pay the costs thereof to the Bike Dealer. You will find a further explanation of the maintenance packages in the appendices: <https://www.lease-a-bike.be/en/conditions-page>.

\*\*7.3\*\* If you are temporarily unable to use the Lease Bike due to maintenance and/or service work, this will not affect the fees owed by you.

\*\*7.4\*\* If you wish to make any technical changes to the Lease Bike, written permission from Lease a Bike is required. Any ownership rights you may have regarding the additionally fitted parts, including spare parts, are transferred to the lease company with the fitting. You may remove accessories that are not part of the Renting Contract, as long as the Bike is not visibly damaged/deteriorated by this.

\*\*7.5\*\* At the end of the Renting Contract, the lease company/Bike Dealer may demand that the Lease Bike be returned to its original condition if you are responsible for changes made to it which were not authorised by the lease company/Bike Dealer. The lease company/Bike Dealer will not owe you any compensation in any way.

\*\*8. Damage, theft and loss\*\*

\*\*8.1\*\* During the entire Period of Use, the lease company bears the risks of, inter alia, theft, loss, and damage in accordance with the terms and conditions drawn up by the lease company. These terms and conditions are included in the appendices and can be found at <https://www.lease-a-bike.be/en/conditions-page>.

\*\*8.2\*\* During the entire Period of Use, you are entitled to roadside assistance in accordance with the terms and conditions drawn up by the lease company (which can also be found at <https://www.lease-a-bike.be/en/conditions-page>). These terms and conditions form an integral part of the present Terms and Conditions for Use of the Lease Bike.

\*\*8.3\*\* You must go to a Bike Dealer within 7 days to inform them about the damage or theft/loss.

\*\*9. Third parties rights\*\*

\*\*9.1\*\* You are in no way authorised to sell, pledge, donate, rent out or lend the Lease Bike to third parties and/or grant rights to third parties in relation to the Lease Bike in any other way. Nor may you use the Lease Bike for any purpose other than that for which it is intended. It is not permitted to use the Lease Bike for commercial purposes, such as renting out and/or delivering meals or packages. It is also not permitted to use the Lease Bike as a “shared bike”.

\*\*9.2\*\* Any damage to third parties is always at the Employee’s expense. We advise you to take out civil liability insurance to cover such damage. If third parties wish to enforce rights in relation to the Lease Bike or take measures (for example, compensation), the Employee must immediately inform the Employer of this situation. In addition, the Employee must immediately make it clear to these third parties that it is not he/she but the lease company that owns the Lease Bike.

\*\*10. Penalties\*\*

Any fines and/or penalties (and defences against fines/penalties) relating in any way to (the Use of) the Lease Bike during the Period of Use must be paid by you.

\*\*11. Traffic safety\*\*

When using the Lease Bike, you are always obliged to comply with all applicable traffic regulations. For your own safety, it is advisable to wear a bike helmet while riding the Lease Bike. Always check whether the Lease Bike is in a roadworthy condition before using it.

\*\*12. Period of use and end of period of use\*\*

\*\*12.1\*\* The Renting Contract (between the Employer and the lease company) and the Period of Use start on the day of delivery of the Lease Bike to the Employee and end 36 months after the first day of the calendar month following the delivery of the Lease Bike to the Employee.

\*\*12.2\*\* When the Renting Contract expires after 36 months, Lease a Bike will make you a written offer for and on behalf of the lease company (via the Lease a Bike Platform) to take over the Lease Bike. You alone can decide whether or not to accept the takeover offer.

\*\*12.3\*\* When the Renting Contract is terminated prematurely, Lease a Bike can make a takeover offer to the Employee for and on behalf of the lease company. However, Lease a Bike is not obliged to do so.

\*\*12.4\*\* If the Renting Contract is terminated prematurely, and the Employee does not wish to accept the takeover offer, and, in addition, no other Employee can be found within the Employer's organisation who is willing to use the same Lease Bike as a rider (until the end of the Period of Use and on the same conditions), the Employee will be obliged to bear all costs relating to the termination. As indicated in Article 2.3 of the addendum forming part of this Bike Policy, the costs associated with early termination of the Renting Contract may be limited based on the term of the relevant Renting Contract up to and including the 12th month. This on condition that (i) the Employee’s employment during the Period of Use is terminated at the Employee’s initiative, (ii) the Employee’s employment during the Period of Use is terminated at the Employer’s initiative (collective redundancies excepted), (iii) in the case of maternity leave during the term of the relevant Renting Contract, or (IV) in the case of long-term sick leave exceeding 3 months during the term of the relevant Renting Contract.

The Employee also has the option of transferring the current Renting Contract to a different Employer. In those cases, and, in spite of the fact that the employment of the Employee concerned has come to an end, the Renting Contract is not actually terminated. The Renting Contract and the other contractual relationships prevailing within the LAB Platform shall be pursued on the same terms but at the new Employer instead. This on condition that the new Employer agrees to take over the Employee’s Renting Contract and that a cooperation with LAB can be established.

In other cases where the Employee’s employment ends at the Employer’s initiative during the Period of Use (e.g., as a result of collective redundancies at the Employer’s initiative), the financial consequences of the premature termination of the Renting Contract because of termination of the Employee’s employment during the Period of Use will be at the expense and risk of the Employer.

\*\*12.5\*\* When the Renting Contract expires, you must return the Lease Bike together with the accompanying keys, accessories, documents, and other items in good condition to your Bike Dealer no later than one (1) day after the last day of the Period of Use. If you fail to do so in time, the Employer will owe the lease company a user fee of 6 times the monthly renting rate, with a minimum of 300.00 euros. In that case, you are obliged to reimburse the Employer the full amount of the compensation or user fee owed to the lease company. Other applicable terms and conditions are laid down in the return protocol which can be found at <https://www.lease-a-bike.be/en/conditions-page>.

\*\*12.6\*\* When the Lease Bike is handed in, the Bike Dealer will check with you the condition of the Lease Bike. The Bike Dealer will draw up a report in this regard, which includes a record of any technical or visual damage to the Lease Bike established by the Bike Dealer, and which you will have to sign for approval. The report is then included in the Lease a Bike Platform.

\*\*12.7\*\* If (i) the Bike Dealer establishes (in the report) that the Lease Bike shows damage at the end of the Renting Contract which is not due to normal wear and tear or normal signs of use, and which is not due to a risk for which the lease company is responsible pursuant to the provisions of article 8, and (ii) you decide not to take over the Lease Bike as referred to in article 12.2, or the Lease Bike is not offered for takeover, the repair and maintenance work required to repair/bring the Lease Bike into the said condition will be at your expense.

\*\*12.8\*\* If you do decide to take over the Lease Bike as referred to in article 12.2, you may decide to what extent the repair or restoration work referred to in article 12.7 must be carried out at your expense. You can then take the Lease Bike back with you. Ownership of the Lease Bike will not be transferred to you until you have paid the takeover price for the Lease Bike to the account number specified in the takeover offer.

\*\*13. Miscellaneous\*\*

\*\*13.1\*\* If you fail to (partially) comply with the Bike Policy, the Employer may exclude you from further use of the Lease Bike with immediate effect, and you must return your Lease Bike to the Bike Dealer. In that case, you will be fully liable for any damage caused by (partial) non-compliance with the Bike Policy.

\*\*13.2\*\* You agree that your personal data and any other confidential and/or privacy-related data may be used and processed if necessary, for the handling and implementation of the Use via, inter alia, the Lease a Bike Platform. The data will be deleted as soon as they are no longer needed, and at the latest upon termination of the lease.

\*\*13.3\*\* The Employer reserves the right to change these terms and conditions unilaterally within the applicable legal limits.

\*\*13.4\*\* These terms and conditions are governed exclusively by Belgian law. All disputes arising out of or in connection with these terms and conditions, including disputes concerning their existence and validity, will be settled by the competent court in the district where the Employer has his registered office.

\*\*13.5\*\* If any of the provisions of these terms and conditions is or becomes invalid, this shall not affect the validity of the remaining provisions of these terms and conditions.