



BIOCARTIS

Multimedia policy Flex Income Plan™

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Contents

1.	General	2
1.1	Parties	2
	A. Biocartis (hereinafter referred to as the employer):	2
	B. The supplier:	2
	C. The employee:	2
2.	Allocation conditions	2
3.	Ordering procedure	2
4.	Contract	3
4.1	Term	3
4.2	Delivery of the multimedia device	3
4.3	End of provision	3
	A. Expiry of term.....	3
	B. Termination of the employment contract	3
	C. Total loss and theft	3
	A. Exclusion of the employee from the multimedia programme by the employer	4
4.4	Take-over of the multimedia device	4
5.	Damage	4
6.	Use and maintenance of the multimedia device	4
6.1	Right of use	4
6.2	Absences	5
6.3	Calculation of benefit in kind	5
7.	Final statement and privacy	5

1. General

This multimedia policy is an internal business document designed to optimise the management and use of multimedia devices made available under the Flex Income Plan™ (FIP). This document sets out the rules on the provision of multimedia devices chosen in FIP and their use.

The employee must be aware of the contents of this policy and must agree to act in accordance with the provisions of the policy in order to benefit from the provision of a multimedia device.

This policy can be revised unilaterally by the employer for practical or economic reasons, changes in the relevant legislation, etc. In the event of a revision of the policy, the employees concerned will be informed of these changes.

An updated version will be made available to the employee after each revision.

The employer shall decide in the event of inadequacy or an ambiguous interpretation of the policy.

If any provision of this policy or part thereof is found to be invalid or in conflict with any applicable mandatory regulations, the other provisions of these regulations will not automatically be rendered null and void and will therefore remain valid.

1.1 Parties

A. Biocartis (hereinafter referred to as the employer):

The employer is the owner of the provided multimedia device.

B. The supplier:

The employer works with a preferred partner for the supply of the multimedia devices. Depending on market developments in this sector, the employer may cooperate with other suppliers.

C. The employee:

The employee shall use the multimedia device according to the principles contained in this policy.

By ordering a multimedia device, the employee agrees to the provisions of the policy.

2. Allocation conditions

The employer shall make a multimedia device available to employees who have opted for it through the use of a FIP budget of options, insofar as they are part of the scope of application and have a sufficient FIP budget of options available.

The allocation of the provision of a multimedia device is the subject of an individual agreement between the employer and the employee.

3. Ordering procedure

It is only possible to order a multimedia device during the order period(s) determined by the employer.

The available models for the multimedia devices are communicated to the employees.

After confirming the employee's choice of multimedia device in the FIP webtool, the employer orders the selected device from the supplier.

No further changes can be made once the order has been placed.

4. Contract

4.1 Term

In principle, the multimedia device shall be made available for a period of 36 months.

The range of multimedia devices includes:

- tablets;
- smartphones;
- desktops or laptops;

4.2 Delivery of the multimedia device

The employee (user) concerned is informed by the supplier about the delivery of the chosen multimedia device.

When taking delivery of the multimedia device, the user must ensure that the device conforms to his/her order and, if applicable, is equipped with the ordered accessories. From then on, the employee bears all risks relating to the possession, use and storage of the multimedia device until the multimedia device is returned.

If the supplied multimedia device is recalled by the brand or importer because it is defective, the employee will take immediate action. The employer cannot be held responsible for this.

4.3 End of provision

The provision of the multimedia device may end for the following reasons:

A. Expiry of term

The use of the multimedia device ends once the term of the provision has expired after 36 months.

B. Termination of the employment contract

The provision of the multimedia device ends:

In the event of termination of the employment contract by the employee or employer, use of the multimedia device shall cease on the effective date of dismissal/resignation (at the latest on the last working day).

The employee must purchase the multimedia device from the employer at the not-yet-financed residual value at that time.

C. Total loss and theft

The provision of the multimedia device ends:

- in the event of total loss of the multimedia device;
- in the event of theft if the multimedia device is not found on Belgian territory within 30 days of notification of the theft. The conditions are that the theft is reported to HR and that a police report is drawn up.

In this event, the employee must pay the not-yet-financed residual value at the time of the total loss or theft to the employer.

A. Exclusion of the employee from the multimedia programme by the employer

The employee is excluded from the multimedia programme:

- Due to the employee's failure to comply repeatedly, late and/or inadequately with the obligations of this multimedia policy, provided that he/she was informed about this negligence in writing.
- Due to repeated serious damage to the multimedia device caused by the employee.
- After two total losses.

4.4 Take-over of the multimedia device

If, at the (premature) end of the period of provision, the employee is obligated to take over the device.

- The take-over price at the end of the entire period of provision is set at 10% of the residual value of the cost of the device.
- In the event of premature termination, the residual value is considered in the event of the remaining period (not-yet-financed residual value at that time).

The take-over price will be paid on the account number communicated by Biocartis, with the reference 'take-over multimedia' and the name of the employee. This refund must be paid within 15 days. Following this term, an interest rate of 2.5% will be charged.

If the employee does not (fully) pay the amount due to the employer within the pre-determined period, the employer expressly reserves the right to deduct this amount from the (departure) holiday pay or from the next salary payment, where applicable.

5. Damage

In the event of damage the general guarantee provisions of the supplier are applicable.

The employer will not provide any support regarding multimedia devices selected by the employee via FIP.

6. Use and maintenance of the multimedia device

6.1 Right of use

- The user is prohibited from lending, hiring out, pledging or committing the multimedia device as a guarantee in any way whatsoever;
- The employee shall comply at all times with the general code of business conduct & ethics as applies within the company;
- The device can be used for both professional and private use;
- The device does not necessarily need to be used for professional purposes. It is intended primarily for private use;
- The employee shall treat the multimedia device with the utmost care and attention. The employee is obliged to use the device with due care to prevent damage, loss or theft.

- The multimedia device may only be used by the employee, his/her family members living under the same roof and colleagues. The user is prohibited from lending the multimedia device to third parties. If the multimedia device is used by someone other than the employee, with the exception of another employee of the employer, the multimedia device may only be used for private purposes. For example, a partner and/or children may not use the multimedia device for professional purposes;
- The employee must keep the multimedia device in a safe location when it is not being used.
- The user acknowledges that he/she is financially liable to the employer for damage, loss or theft of the hardware and software.

6.2 Absences

The selected benefit shall continue to apply in full during periods in which the employment contract is suspended. If the employee's FIP budget is insufficient due to suspension, the shortfall shall be covered with a payment from the employee's net salary.

It may also be possible to adjust the other selected benefits to compensate for the shortfall if the employer allows it.

6.3 Calculation of benefit in kind

For the private use of the multimedia device, a flat-rate benefit in kind shall apply, to the value of

- €72/year or €6/month for a laptop/desktop.
- €36/year or €3/month for a tablet.
- €36/year or €3/month for a smartphone.

These benefits in kind are entered monthly on the payslip for the entire period of use.

Starting from a depreciation period of 3 years, the total benefit in kind to be indicated over 3 years is €216 (= €72 * 3 years) for a laptop/desktop, €108 (= €36 * 3 years) for a tablet and €108 (= €36 * 3 years) for a smartphone.

All these benefits in kind are subject to monthly social security contributions and a normal advance levy.

The benefit in kind is declared per device.

If the legislation pertaining to the benefit in kind calculation is amended, the new regulation shall be applied without any compensation from the employer.

7. Final statement and privacy

This multimedia policy enters into effect as of 1 May 2021 and replaces any prior versions of this policy.

The employee data provided within the framework of this policy or related procedures are subject to the provisions as applicable at Biocartis.