



FIP Company Car Policy

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Index

1. Introduction	4
2. Right to an FIP company car	4
3. Choosing an FIP company car	5
3.4 Collaboration with the leasing company	6
3.7 Provision	9
3.8 Technical inspection	9
3.9 Traffic offences	9
3.10 Transport of passengers and/or goods against payment	10
4. Benefit of all kinds	10
5. Right to a company car	10
6. Ordering process.....	11
7. Delivery and use of the car	12
7.1 Responsible management	12
7.2 General use	12
7.3 Not allowed.....	13
7.4 Controls at delivery.....	13
7.5 Private use	13
7.6 Breakdown assistance	14
8. Repairs, maintenance and tyres	14
8.1 General	14
8.2 Tyres.....	14
8.3 Charging of costs.....	14
8.4 Repairs and maintenance abroad	15
8.5 Glass breakage	15
9. Replacement transport.....	15
9.1 General	15
9.2 Replacement car category	15
10. Insurance and claims management	15
10.1 Insurance coverage	15
10.2 Exclusions.....	15
10.3 Insurance franchise and non-claimable damage	16
10.4 Reporting damage	16
10.5 Repairing damage	16
10.6 Theft.....	16
11. Change in employment percentage - demotion.....	16

12. Termination and end of the use of the car	17
12.1 End of employment contract by Employer or Employee.....	17
12.2 Full suspension of the employment contract of up to 6 months	17
12.3 Full suspension of the employment contract of more than 6 months.....	18
12.4 End of leasing period on the contractual end date	18
13. Additional arrangements	19
14. Final provisions	19
Annex I: Leasing company contact details	20
Annex II: Overview of car brands and dealerships.....	21

1. Introduction

1.1 General

The current policy covers the agreement between Biocartis Group nv and its subsidiaries, hereafter referred to as 'Biocartis' or 'Employer', and those employees who qualify for an FIP company car, hereafter referred to as 'Employee'.

Employees commit to agreeing with all provisions of the Policy, and they are responsible towards the Employer, the leasing company and third parties for the consequences of not complying with:

- The provisions of the policy,
- The car's conditions of use,
- The provisions of the leasing company,
- All legal requirements applying to them as drivers of the vehicle.

For purposes of readability, this car policy uses the words 'Employer', 'Driver' and 'they'. This is meant to include all genders.

As a part of the Biocartis Flex Income Plan™ (hereafter: FIP), FIP company cars shall be provided to a certain category of employees.

The goal of the FIP Company Car Policy (hereafter referred to as 'Policy') is to inform Employees about the requirements that must be met to qualify for choosing an FIP company car, and about the principles regarding salary calculation, the application and delivery procedures, and the correct use of the company car.

Ordering an FIP company car within FIP implies acceptance of all conditions included in this Policy. The Policy shall take precedence over any documents, signed or unsigned, including but not limited to: the tender, the order form, emails (sent prior to or in addition to this Policy, whether or not they were validated by Employer and Employee). The Employer reserves the right to unilaterally revise the Policy. All Employees using the object or the benefits of this Policy shall be notified of every revision by the Employer. A revision can be due to a unilateral decision of the Employer, but also due to changes in relevant legal or (para)fiscal regulations. All changes or revisions in legislations shall always be borne by the Employee. In case of repeated manifest non-compliance with the provisions included in this Policy, the Employer reserves the right to suspend or terminate the provision of the FIP company car. In such a case, all costs due to the suspension or termination, including any possible damage, shall be borne by the Employee.

1.2 Exchange of personal data (GDPR)

In order to be able to manage the cars, the Employer shall share the following data of Employees with the leasing company: first name, last name, private address, email address, (mobile) telephone number and date of birth.

The leasing company shall share this data with reporting authorities and with its subcontractors (e.g. breakdown assistance, tyre centres, etc.).

In no case shall this data be used for commercial purposes or passed onto external parties not associated with car fleet management.

2. Right to an FIP company car

2.1 Eligibility criteria for a company car

Employees meeting the following conditions are able to choose an FIP company car within the framework of the current Policy.

- The Employee is employed by the Employer on the basis of a permanent contract;
- The Employee's fiscal residence is located in Belgium;

- Belgian labour law and social security law apply to the employment;
- The Employee has a valid permanent driving licence;
- The Employee qualifies for the general FIP policy;
- The Employee has sufficient budget available;
- The Employee's job is part of function class 15 or 16, and does not qualify for a functional company car.

Only those Employees meeting all of the requirements above can apply to participate in the FIP company car programme.

The FIP company car programme does not provide a temporary vehicle. As such, no car is provided by the Employer between the FIP car's order date and delivery. No fuel card, charging pass or charging infrastructure shall be provided either.

2.2 User agreement

All Employees who want to choose an FIP company car shall sign an agreement which forms a part of the employment contract agreed by the Employer and the Employee.

An FIP company car can only be ordered after the Employee has signed the agreement and the Employer has agreed.

2.3 Reimbursements

Employees with an FIP company car at their disposal shall not receive compensation for car-related costs related to:

- Commuting (via public transportation);
- Business travel made with the car, except for the reimbursement of fuel costs.

3. Choosing an FIP company car

3.1 Introduction

The Employee chooses an FIP company car insofar as it does not exceed the maximum budget available. When determining the available budget, Employees must take into account already active benefits (long-term ones and ones registered earlier), and benefits which they wish to renew each year.

In case of doubt, Employees can consult the HR department.

If an Employee opts for the FIP company car benefit, they can choose to renew it only when the leasing period of the current FIP company car is over.

At the end of the leasing period, the Employee must hand in the FIP company car, in accordance with the provisions of the policy (see Title 12). Employees are able to take over the FIP company car. In such a case, the Employee must contact the leasing company directly in order for them to draw up a tender, at least 1 month and at most 3 months before the end of the leasing period. If the Employee takes over the FIP company car, all administration and payments must be made directly to the leasing company. Under no circumstances shall the Employer intervene in the negotiations and/or administration. At no point in time shall the Employer assume the role of mediator or intermediary. The remaining value as per the original tender at the start of the leasing period is purely informative and indicative. As such, the real purchase price at the end of the leasing period can be higher or lower.

At the end of the leasing agreement, Employees can decide to acquire a new FIP company car. Employees must make their choice when opening the FIP store, and must do so during the 4th year of their current leasing contract. The new FIP company car shall only be delivered after the end of the current leasing contract. The new FIP company car shall only be provided to the Employee after the current leasing agreement has ended and the car has been delivered. An early delivery of a new FIP company car shall in no case terminate the current leasing agreement.

The Employer refers to Title 5 of this policy, which describes what happens if an Employee is promoted during the duration of the FIP company car and/or would become eligible for a company car under the Car Policy.

The leasing company responsible for providing all FIP company cars shall be chosen unilaterally by the Employer. The leasing company shall remain the sole owner of the FIP company car at all times, including during the full

duration of the leasing contract. Employees interested in an FIP company car shall be given access to the IQ tool (Internet Quotations Tool) developed by the leasing company, called 'the leasing company'. This is an online calculation tool in which Employees can simulate the cars on offer.

3.2 Limitations

The FIP company car, its model and options must fit the company image and be proportionate to the Employee's function, regardless of function category. The Employer expressly reserves the right to exclude and/or reject any brand, model, option or accessory. To this end, the Employer has drawn up a limitative list of car brands which can be chosen (see Annex I to this Policy).

Additionally, the car must be ordered from one of the dealers listed in Annex I, in order to make optimal use of any fleet discounts.

Certain options such as extravagant colours, spoilers, tuning, etc., shall not be accepted by the Employer, not even when installed at the Employee's own expense.

In no case can Employees remove options on their own initiative when returning the vehicle.

The following types of company cars are not allowed:

- Two-door or three-door models
- All-terrain vehicles (i.e. off-road cars built on a ladder frame; this category does not include normal SUVs and crossover vehicles)
- Convertibles
- Coupés/roadsters
- Sports cars
- Vans

3.3 CO2 emissions

Biocartis encourages its employees to use sustainable means of transport. In the framework of this policy, the choice of cars is limited based on the maximum allowed CO2 emissions according to the WLTP standard:

Year of ordering	Max CO2 emissions (WLTP standard)
2022 - 2023	50
2024 and after	0

Any options which negatively affect CO2 emissions must be included in the WLTP calculation for the limits above. Employees can base this on the dealer's tender. Any information regarding WLTP emissions in Leaseplan's Internet Quotations Tool is purely informative.

It is strictly forbidden to add extra options and/or accessories to the FIP company car after it has been ordered. Additionally, the Employer forbids Employees from ordering any options (no matter how small) outside of the tender. Employees cannot pay for any options personally.

3.4 Collaboration with the leasing company

The cars which the Employer provides to employees are leased from the leasing company.

The contract with the leasing company includes the following:

- Financing
- Taxes
- Maintenance and repairs
- Tyres

- Breakdown assistance
- Insurance and claims management
- Replacement car if the car is out of service for more than 24 hours

Fuel and electricity are not included in the leasing package.

In addition, the leasing amount includes the following matters:

- The leasing cost is based on the leasing contract's duration and an estimated average of kilometres per year. The leasing contract's duration is 48 months. Employees must estimate the number of kilometres as accurately as possible, within a range between a minimum of 20.000 and a maximum of 30.000 km per year (see also Title 6, which further clarifies the choice of number of kilometres). At the end of the leasing contract, the Employee shall be reimbursed for any difference in kilometres. If the number of kilometres was underestimated, the Employee shall be charged with additional costs.
- The insurance package includes the following:
 - Civil liability,
 - Legal assistance with free choice of lawyer,
 - Full Omnium, with a 250 EUR franchise in case of damage caused by the Employee, and in case of damage without another party. There is no franchise in case of:
 - Glass breakage,
 - Theft or attempted theft (only with a police report),
 - Natural damage (e.g.: hail damage, storm damage, not limited to these 2 examples),
 - Fire,
 - Collision with an animal (only with a police report),
 - Driver insurance,
 - Fleet policy without bonus-malus.
 - All repairs and maintenance, including:
 - All mandatory maintenance and all check-ups due to being notified of a potential problem or defect to the FIP company car,
 - All technical repairs,
 - Topping up of fluids (if such is not included in check-ups or mandatory maintenance) excluding fuel,
 - 'Pick-up' and 'Delivery back' of the FIP company car to the Employer's site for each maintenance session and/or required repairs (excluding bodywork).
- The required change of summer and winter tyres, and replacement in cases of wear.
- Breakdown assistance:
 - In all of Belgium and in Europe (see the countries explicitly listed on the FIP company car's insurance document),
 - Replacement car for 5 days in case of breakdowns on the road.
- Driver Care helpline:
 - MyMobility@leaseplan.be
 - Telephone: +32 78 15 06 00
- All taxes applicable to the FIP company car:
 - The yearly driver tax,
 - The car registration tax (also called BIV).
- All options chosen by the Employee (such as e.g. a towing hook, roof rails, different interior, a full reserve tyre, etc.) must be included in the tender. They cannot cause the Employee's maximum available budget to be exceeded.
- The first technical inspection when the car is registered, in case a towing hook was chosen. Neither the leasing company nor the Employer shall allow one or multiple of the things mentioned above to be taken out of the monthly leasing amount.

3.5 Determining the maximum spendable budget

The financing of an FIP company car is determined on the basis of the Budgeted Cost of Use (BCU) excluding the chosen car's fuel and/or electricity. The BCU is calculated in the simulation made by the Leasing company (see Title 6.1).

The budget which can be used to finance an FIP company car within FIP is limited to the sum of:

- The effectively received Employee Bonus (EBP) which can be converted into FIP budget. This part of the budget can be spent only on the FIP company car, and more specifically it is related to the BCU leasing cost for the remaining months in the current calendar year. Therefore, the budget created via the EBP cannot be transferred to the next calendar year. The maximum amount of the effectively received EBP which can be used to finance an FIP car cannot exceed 60% of the EBP at 100% achievement.
- The end-of-year premium budget as available within FIP. This budget amounts to 80% of the end-of-year premium, augmented with the legal payroll taxes.
- A lump-sum compensation for the monthly public transport subsidy: 45 EUR/month

If the above budget is insufficient to finance one of the cars on offer, an exception can be made and part of the Employee's base gross salary can be included in the FIP budget. By including a part of the base gross salary in the FIP budget, the base gross wage as paid out via the monthly payroll shall decrease. The base gross salary can be lowered by a maximum of 7%.

By lowering the base gross wage, the end-of-year premium, holiday pay and the base for group insurance contributions shall be lowered as well. The full budget created by these reductions shall be available in FIP for financing the FIP company car.

3.6 Items not included in the leasing contract

The Employer has decided that the following things shall never be included in the leasing amount, and that any costs arising from them shall be borne integrally and without any possibility of discussion by the Employee.

Concretely, this means:

- All traffic fines and retributions,
- Any fuel,
- All tyres outside of normal use,
- Lost legal documents or lost keys,
- The contents of the FIP company car (e.g. clothing, phone, tablet, goods, etc.),
- The franchise in case of damage caused by the Employee, or in case of damage without another party,
- All damage ascertained when handing in the FIP company car – not including normal wear and tear – and abnormal damage and unrepaired damage which occurred during the duration of the leasing contract shall be borne integrally by the Employee. See Annex 2, Fair Wear and Tear – guidelines when handing in the vehicle,
- The allowance in case of earlier termination (see Title 12),
- All costs incurred through wrong use of the FIP company car, which are ascertained upon handing in the car by the leasing company and/or the inspection. A purely illustrative example is engine damage due to driving without oil,
- All infrastructure necessary for an electrical vehicle or plug-in hybrid vehicle, such as e.g. the charging station, the charging cable. The costs shall be borne by the Employee. Charging cables (the charging cable with the classical 8-point plug or the cable for public charging stations) can be chosen as options when ordering an FIP company car.
- The costs incurred when charging plug-in hybrid cars and electric cars shall be borne completely by the Employee. As such, they are not allowed to use the existing charging stations on the Biocartis sites.
- The number of kilometres driven which exceed the estimate shall be billed at the end of the leasing period by the leasing company. The first 5% of extra kilometres driven are free. For example: The Employee has chosen for 15.000km x 4 years (contract duration) = 60.000 km for the leasing contract's total duration. After 4 years, the FIP company car has 67.000 km on the clock (7.000 km too many). The leasing company shall then make the following calculation: 5%, or the first 3.000 km are free and shall not be charged. The next 3.000 km at 0.067433 EUR/km = 202.30 EUR + VAT, the subsequent 1.000 km at 0.089910 EUR/km = 89.91 EUR + VAT.

Total = 292.21 EUR + VAT. This example is purely indicative, and cannot be seen or taken as a right. The calculation of the extra kilometres driven depends on the car's brand and model. The cost per extra kilometre is determined on the basis of a GRID which is included when ordering the car.

3.7 Provision

The Employer has asked the leasing company to provide all FIP company cars chosen by its Employees.

The Employer has a collaboration contract with the leasing company which means the leasing invoices shall be in the Employer's name. By signing on to FIP – and more specifically an FIP company car – Employees have agreed that this cost shall be settled through the end-of-year premium, EBP, and if this did not generate sufficient budget, finally the gross salary as well.

The amount deducted from the Employee's gross salary depends on the monthly leasing cost of the chosen FIP company car (excluding VAT), but comes in addition to the added cost for the Employer regarding the provision of the FIP company car (e.g. non-recoverable VAT, CO2 taxes for the Employer, etc.). This amount must be determined for each Employee separately.

The leasing contract has a duration of 48 months. This period cannot be extended or shortened, neither at the Employer's request, nor at the Employee's. Before the end of the 48-month period, this being the agreed upon duration of the contract, quitting FIP is not possible. Only under specific circumstances (see Title 12) can FIP company cars be returned before the predetermined leasing term of 4 years. From the moment the Employee has the FIP company car at their disposal, they shall use the FIP company car according to the stipulations in this Policy during the full 48-month duration.

The FIP company car cannot be lent out, rented, pawned, sold or encumbered in any other way. All costs associated with the regular cleaning of the car (interior and/or exterior) shall be paid integrally by the Employee from the moment of handing over. The Employee commits to using the FIP company car only for those purposes for which it is meant. They shall never overload the car, use the car in sports competitions or rallies, use the car for dangerous transports, nor for pushing or towing another vehicle. They cannot make the car stand out. They cannot have the car painted or apply decal stickers, barring the leasing company's and the Employer's prior explicit permission. Motorway passes and environmental badges are the only exceptions which can be put onto the FIP company car. Employees must remove these passes and badges from the car when handing it in.

3.8 Technical inspection

Employees are responsible for the timely inspection of the FIP company car – outside of working hours (or according to the stipulations of the labour contract) – when the car reaches the age of 4 years, or yearly – after the first towing hook inspection – when the car is fitted out with a towing hook for pulling a trailer with a permissible total weight of more than 750 kg.

The cost of the quadrennial inspection is a part of the leasing agreement and, as such, is paid for by the leasing company. To this end, Employees can print out an order form via MyLeasePlan to hand over to the inspection station. This will allow the invoice to be sent directly to the leasing company, on condition that the Employee presents the inspection station with the document they can download from MyLeasePlan. If the Employee pays the inspection station directly, they can request a repayment from the leasing company. The cost for the yearly towing hook inspection for a permissible total weight of more than 750 kg is not a part of the leasing agreement and, as such, is fully payable by the Employee. If an Employee cannot present the inspection certificate at a police check when having exceeded the permissible total weight, they are fully responsible for any fines or other consequences. At no point can the Employer be held responsible.

3.9 Traffic offences

Employees are responsible for paying all fines and other traffic violations in a timely fashion, including any possible administrative costs, which are related to their use of the FIP company car.

In case of late payments of the traffic offences, any interests charged shall also be borne by the Employee.

If Employees do not pay the fine associated with a traffic offence of their own accord and the Employer is charged with the same by the leasing company, the Employer shall pass on this cost (plus an administrative cost and/or interests) to that Employee in full.

By signing for a company car through FIP, Employees agree that the Employer can deduct this fine from their monthly wage or salary – after having been informed of this by the Employer – and that this may happen at the latest one month after the Employer was charged. Employees agree that the Employer may pass on personal information to the judicial authorities if they request it – without informing the Employee in writing beforehand.

Employees cannot drive the FIP company car in a state of drunkenness (visibly so, e.g.: not being able to walk in a straight line, clouded eyes, etc.), intoxication which exceeds the permissible maximum alcohol concentration, in the country in which the test is held, or under the influence of narcotics. The Employer can never be held liable for the consequences of driving under the influence of alcohol or narcotics.

3.10 Transport of passengers and/or goods against payment

Employee can never use the FIP company car for the paid transport of passengers and/or goods, or for third parties.

4. Benefit of all kinds

The benefit enjoyed by the Employee by signing for an FIP company car generates a benefit of all kinds (abbreviated as VAA) which must be included in their taxable income.

Employees are required to pay payroll tax on this. The benefit of all kinds is processed on a monthly basis together with their salary, and shall be mentioned on the payslip Employees receive from the Employer. The Employer shall apply all legislation as it applies on the benefit arising from the FIP company car during the full duration of the leasing agreement.

If anything changes during the duration of the contract regarding the labour law, fiscal law or social security law as it applies to the FIP company car, the consequences shall be borne by the Employee exclusively. The Employer shall apply the new legislation as soon as it is valid and applicable. Under no circumstances can the Employer be held liable for any changes in the relevant legislation.

The amount of the benefit of all kinds shall already be included on the tender which the leasing company sends to the Employee. The VAA shall be clearly visible on the leasing company's tender.

The calculation of the benefit of all kinds shall be made on the basis of the stipulations of the Belgian Income Tax Code (WIB'92).

5. Right to a company car

Employees who have chosen a company car via FIP, and who would gain the right to a functional company car as per the Biocartis Car Policy during the leasing period of the FIP company car shall retain their FIP company car until the end of the current leasing period.

A promotion which entails a higher function class which means a functional company car shall not cause the FIP company car's current leasing contract to end earlier.

A combination of a company car and cafeteria plan car is always impossible.

Option 1:

In this case, the possibility has the option of taking over the FIP company car for the book value of the leasing company from the moment of takeover. All costs arising from the takeover shall be borne by the Employee (200 EUR administration fee, 2.5% termination fee of the leasing company's outstanding book value). Employees must contact the leasing company directly in this case. Under no circumstances shall the Employer act as intermediary.

Option 2:

From the month in which the Employee is eligible for a functional company car, the Employee shall no longer finance their FIP company car from the recurring FIP budget. From that date on, the Employer shall take over the leasing contract and the monthly leasing cost of the FIP company car. For further details, the Employer refers to the Car Policy. The newly freed-up budget is at the Employee's disposal once more. No additional allowance is granted or deducted for any changes in value and/or leasing costs.

6. Ordering process

Using the FIP tool and the leasing company's IQ tool, Employees can choose and order a car.

The FIP tool can be found on the SD Worx website ([myworkandme](#)). The FIP platform includes all current benefits, as well as the benefits which Employees can renew on a yearly basis. In this FIP tool, Employees can enter the benefit car's monthly car budget (BCU).

The Leaseplan IQ tool allows everyone to make BCU simulations for a car and to convert the dealership's final tender into a Leaseplan order form with the exact BCU cost. The leasing company's IQ tool can be accessed through your professional email address.

The leasing company's IQ tool is built in such a way that Employees can make multiple simulations on the basis of various tenders. Each tender in IQ tool mentions the Employee's budget spent. These estimates are as accurate as possible.

After receiving a tender from IQ tool on the basis of the simulations, it is the Employee's responsibility to request a final tender from the official dealership.

On the basis of this final dealership tender, the Employee must then create a final simulation for the effectively chosen car in the leasing company's IQ tool, based on the estimated number of kilometres and the options they have chosen. Tip: Employees can ask the dealership for help when correctly configuring the car in the IQ tool to resemble the dealership tender.

The leasing company shall check the tender for its accuracy, and can contact Employees in case of irregularities or inaccuracies. All communication regarding the tender shall be between the leasing company and the Employee. The leasing company shall provide the Employee with the final tender, including the BCU. The final tender is based on the final choice of car, the expected number of kilometres and the options chosen by the Employee.

It is absolutely necessary that the BCU of the chosen FIP company car (including all options) fits the maximum budget available.

The Employee then needs to enter the tender number and BCU as indicated on the leasing company's final tender into the FIP tool, after which the car can be ordered. The leasing company then orders the car after having received the Employee's and Biocartis' approval. Once the order has been placed, it can no longer be modified.

All further communication regarding the FIP company car's availability and delivery shall take place between the leasing company and the Employee. Employees must notify the HR department in writing (by email to Biocartis-HR-FIP@biocartis.com) when they have picked up the FIP company car from the official dealership/garage. This email must clearly include the Employee's name, the type/brand of the FIP company car, its number plate and the date it was picked up from the dealership/garage.

Some important considerations regarding the number of kilometres effectively driven:

Employees must enter the maximum amount of yearly kilometres driven in the leasing company's IQ tool when choosing the FIP company car, in a range between 20.000 and 30.000 km. For reference, the maximum amount of kilometres driven per year is frequently calculated as follows:

- Commuting (= number of kilometres there and back) multiplied with 220 days when working full-time, and

- Private kilometres (= outside of commuting).

The Employer clearly states to its Employees that the above calculation is only meant as a guideline. It is the Employee's full responsibility for correctly determining the number of kilometres driven per year. Neither the Employer nor the leasing company can be held accountable for this. It is crucially important that Employees calculate the maximum number of kilometres as accurately as possible, as a revision of the number of kilometres driven during the 48-month period of the contract is not possible. Only if the Employee moves, which increases or decreases their shortest commuting route by more than 15 km (i.e. 16 km or more), can a revision be requested. The Employer shall not automatically revise the number of kilometres. After the Employer's agreement, the revision will cause a recalculation of the monthly leasing cost and the gross salary deduction.

If it turns out that the Employee has driven more kilometres at the end of the leasing period, a calculation on the basis of the GRID shall take place. If more kilometres have been driven, the contract will be recalculated for a higher monthly leasing price. If fewer kilometres have been driven, the contract will be recalculated for a lower monthly leasing price.

7. Delivery and use of the car

7.1 Responsible management

The Employer places a great value on the correct use of the car provided. When accepting the car, the Employee commits to taking good care of the car. Among others, this entails that Employees pay attention to all legal, moral and safety norms when it comes to driving and using the vehicle. Additionally, it implies that Employees are continually aware of their (societal) responsibility regarding (personal) health, safety and the environment.

The car is designated as a workplace, which is subject to the standard smoking ban. Partly because of the Employer's responsibility for the health of any passengers and the considerable value depreciation of a car which was smoked in, smoking in the vehicle is forbidden.

The Employee shall regularly clean the car, inside and outside. In addition, the vehicle must be parked safely and locked, preferably on a guarded driveway or in a garage.

Furthermore, Employees must follow the stipulations of the FIP car policy, the manufacturer's instructions (including the manual provided), the leasing company and the insurance company (including the policy conditions), and they must maintain both the interior and the exterior of the car in a good state.

The Employer reserves the right to charge Employees for any costs caused by the latter's failure to comply with instructions or legal rules.

7.2 General use

Employees receiving an FIP company car in order to carry out their professional activities must always have the FIP company car at their disposal. During working hours, Employees must always be able to use their car immediately.

Employees shall always use the FIP company car for carrying out their professional activities, except when using a replacement car during maintenance or repairs. The Employer shall not compensate other travel costs than those of the FIP company car, unless agreed to otherwise with the Employee and confirmed in writing.

In order to prevent documents being sent to a wrong address, the Employee must notify both the Employer and the leasing company of any changes in address immediately.

Employees with a company car must have a valid driving licence. If an Employee's driving licence is revoked during the leasing period, that Employee must notify Biocartis immediately and return the vehicle. Biocartis reserves the right to inspect the driving licence of the Employee or that of any other driver of the company car (also see Title 6.5).

If the odometer breaks for whatever reason, the Employer must warn the leasing company immediately.

Contact details can be found in Annex II.

7.3 Not allowed

Barring the Employer's written permission, Employees cannot use their car for:

- Speed or endurance races;
- Sports or off-road driving;
- Driving lessons;
- The transport of dangerous substances;
- Driving on terrain which promote reckless or careless use.

Furthermore, the Employer is expressly forbidden from selling, pawning, letting out or leasing the FIP company car, and from using it to transport paying passengers. If the FIP company car is located in a foreclosed place, the Employee must notify the bailiff immediately that the FIP company car is not the property of the foreclosed company.

7.4 Controls at delivery

Upon receiving their new FIP company car, Employees must check whether the company car delivered matches the order. If this is not the case, the Employee must not accept the vehicle and instead contact the leasing company immediately.

Employees must check whether the vehicle has been provided with the legally required standard equipment: warning triangle, extinguisher, first-aid kit and fluorescent vest. The vehicle must also have two floor mats in the front. Both the legally required equipment and the mats must be provided by the dealer.

Employees must also check the contents of the on-board documents folder. This folder must contain the following:

The official on-board documents:

- The registration certificate (or a copy thereof)
- The certificate of conformity
- The certificate of insurance (if insurance is included in the leasing contract)

The documents provided by the manufacturer and the leasing company:

- The user manual and maintenance booklet
- The instructions for the anti-theft system (and for the radio, if applicable)
- A European accident form
- A parking disc
- A car check document

If all is well, the Employee can sign the delivery form for receipt, mentioning among others the mileage and the delivery date. The Employee must keep a copy of the signed form.

7.5 Private use

The car can be used for private purposes in Belgium and the European countries covered by the insurance policy.

Private use includes the use of the FIP company car by the Employee and family members making up their households. The Employee's colleagues may use the FIP company car for professional purposes, on condition that the Employee does not need the FIP company car and gives them permission to do so. Other persons can only drive the car in the presence of the Employee. All persons driving the car must follow the legal requirements governing the use of the company car. Among other things, they must possess a driving licence valid in Belgium.

If other persons use the FIP company car, the final responsibility shall always be the Employee's.

7.6 Breakdown assistance

The contract signed with the leasing company includes breakdown assistance in Belgium and all countries mentioned on the certificate of insurance. More detailed information about the contents of the breakdown assistance can be found on the leasing company's website.

In case of immobilisation due to a defect, the Employee must always contact the leasing company.

A fitting solution shall be offered depending on the situation (outward trip, return trip, destination, repair time, etc.). This can consist of a rental car, compensation of accommodation costs or repatriation.

If Employees would like broader coverage (e.g. compensation of all hotel and accommodation costs), the Employer recommends they take out additional travel insurance at their own expense.

8. Repairs, maintenance and tyres

8.1 General

To guarantee the correct functioning of the company car and to prevent any possible damage, it is important that Employees carry out timely checks and schedules maintenance according to the manufacturer's instructions.

Interim checks should include:

- Regular checks of the oil level and the level of other fluids;
- Checking tyre pressure, with a view to actively increase safety, and minimise tyre wear and fuel consumption;
- Timely periodic checks of the company car;
- Timely tyre changes: contact the leasing company to schedule these. Maintenance sessions are to be scheduled by employees.

In order to schedule maintenance for their company car, Employees must contact the leasing company or use the online scheduler in the leasing company's My LeasePlan. Employees can use the online scheduler to plan repairs and maintenance.

8.2 Tyres

In order to guarantee the safety of the driver and passengers, it is recommended to check the tyre profile regularly. In case of doubt, the Employee must have the tyres checked by a tyre specialist recommended by the leasing company.

Placement and replacement of tyres must always happen by one of these tyre specialists. The full list of tyre specialists can be consulted on the leasing company's website.

The leasing company's contact details can be found in Annex I.

8.3 Charging of costs

All foreseeable costs for the maintenance of the car shall be charged to the leasing company. Costs arising from careless use and abnormally high operational costs shall be passed on to the Employee (including VAT).

Abnormally high operational costs include but are not limited to:

- Damage to the engine due to a too low oil level;
- Overtaxing the FIP company car through excessive loading or towing a trailer with a weight higher than that allowed by the manufacturer;
- Unnecessarily high fuel usage by a plug-in hybrid vehicle.

8.4 Repairs and maintenance abroad

Repairs to and maintenance of the FIP company car must be carried out in Belgium. As such, it is important to check the car before going abroad, in order to limit repairs and maintenance and repairs abroad.

In exceptional cases where repairs or maintenance abroad are necessary, Employees must always contact the leasing company and follow their instructions.

The leasing company's contact details can be found in Annex I.

8.5 Glass breakage

Glass breakage or the repair of damaged windows are included in the insurance policy of the leasing agreement. The Employee does not need to pay any franchise at all. Employees can contact Carglass directly or call the Driver Care helpline: 078 15 06 00.

9. Replacement transport

9.1 General

Employees must plan the maintenance of their cars such that they shall need no replacement car. They shall organise transport to work and the garage themselves, at their own costs and risk, without any unnecessary loss of time. Employees can also use the free pick-up and delivery service, if available.

If the Employee needs a replacement car for a day because of the nature of their job, they must first receive permission from Biocartis.

If their FIP company car is out of service for more than 24 hours due to damage or maintenance, the leasing company shall arrange replacement transport.

9.2 Replacement car category

The leasing company shall provide a replacement car from category A.

As soon as the leasing car is available again after repairs, the replacement car must be handed in and signed off immediately.

The Employer has the right to pass on the extra costs of the replacement vehicle if the car was not returned on time or signed off incorrectly.

10. Insurance and claims management

10.1 Insurance coverage

Aside from civil liability insurance, own damage insurance and legal services insurance, driver and passenger insurance is included. The leasing company can be asked for the specific policy conditions.

Barring the leasing company's prior written permission, the FIP company car cannot be taken outside the area covered by insurance. The FIP company car can only be used for travel abroad if the car has valid international proof of insurance.

10.2 Exclusions

The insurance does not cover the following cases:

- If the driver was under the influence of alcoholic drinks or other intoxicating agents exceeding the legally allowed limit;

- Damage caused by the driver's carelessness or recklessness;
- Damage caused by competitions in which speed was a factor;
- Damage caused by excessive loads or by objects transported, such as a skibox, bicycle, etc.;
- Theft, when the vehicle was left with the doors, windows or roof open, or if the vehicle was not closed correctly;
- Damage to or theft of transported objects, such as laptops, mobile phones, clothing, luggage, etc.

10.3 Insurance franchise and non-claimable damage

The Employer shall pass on the costs of the insurance franchise and cases of non-claimable damage, for instance when the other party is unknown or if the car is stolen, on to the Employee.

10.4 Reporting damage

In case of an accident or damage, the following must be done:

- If personal injuries were sustained during a case of damage, involving third parties or not, a competent authority must write an official police report, or the measures mentioned in the insurance conditions must be taken, so the insurer cannot refuse to compensate any damage.
- The Employee and any other parties fill in the accident form together and sign it. Next, the Employee must send this accident form to the leasing company within 48 hours;
- The Employee must notify the leasing company of the damage immediately (within 48 hours at the latest) by telephone or through the online portal MyLeasePlan.
- Additionally, the Employee must pass on all letters, documents or supplements received in connection with the accident to the leasing company.

10.5 Repairing damage

The leasing company collaborates with a number of selected repair companies, and shall ask the Employee to have the damage repaired by one of these companies. The leasing company shall provide a replacement car during the entire duration of the repairs, if Biocartis has made an agreement to this end with the leasing company.

In case of broken glass, the leasing company shall provide rapid repair or replacement. Depending on the nature of the damage, the leasing company shall refer the Employee to one of their glass specialists.

10.6 Theft

If the car is stolen in Belgium or abroad, the following procedure applies:

- The Employee reports the theft to the police. If the car is stolen abroad, the Employee must report the theft in situ, and with the local police of his place of residence as well. Make sure you have the details of your vehicle present, and think of any special characteristics such as damage, stickers, something hanging from the rear-view mirror, etc.;
- The Employee reports the theft to the leasing company. The leasing company shall then arrange for replacement transport.

Valuable objects such as phones, laptops, etc. are not insured if they were left behind unattended in the car.

11. Change in employment percentage - demotion

If the Employee's employment situation changes during the leasing contract of the FIP company car which causes a direct or indirect salary cut, this shall not have an impact on the size of the recurring budget used to finance the FIP company car. The charge to the budget shall be continued in full and unchanged.

If the eventual decrease in gross salary means insufficient budget remains in order to finance the FIP company car (taking into account the sectoral minimum wages), a net amount shall be deducted from the wage, equal to the outstanding amount which can no longer be financed with the recurrent FIP budget.

The deduction of the benefit of all kinds from the Employee is stopped when the FIP company car is handed in again to the dealership where the car was picked up.

12. Termination and end of the use of the car

12.1 End of employment contract by Employer or Employee

When the employment contract ends, the use of the FIP company car ends on the effective final day of work. Prior to the last day of work, the Employer and the Employee shall arrange where and when the FIP company car must be handed in (i.e. on the last contracted work day at the latest).

If a notice period must be served, the Employee retains the right to use the FIP company car during the full notice period, barring a different agreement between the Employer and Employee.

When the Employee decides to end their collaboration with the Employer during the course of the leasing agreement, the Employer shall claim compensation equal to the amount charged by the leasing company for the early termination of the leasing contract. Generally, the settlement for the early termination of the contract shall be determined on the basis of the GRID.

The compensation shall be deducted from the Employee's net wage or salary.

If the wage or salary would not be sufficient, the Employer shall invoice the Employee for the outstanding amount. The Employee must pay the invoiced amount to the Employer within one month after their last day of work.

If the Employee is unable to pay the buyout invoice in one instalment, the Employer and Employee can agree on a payment plan. The Employee is responsible for discussing the payment modalities with and obtaining approval from the Employer's HR department.

The Employee accepts all consequences related to the payment of the compensation (whether or not via a net deduction or invoice) when signing for an FIP company car.

If the Employee is fired unilaterally with immediate effect for urgent reasons (theft, fraud, refusal to work, etc.), the compensation described above shall be passed on to the Employee.

In all cases described above, the Employee has the possibility of taking over the FIP company car in accordance with the GRID calculation. All costs arising from the takeover shall be borne by the Employee exclusively (including a 200 EUR administration fee, and a 2.5% termination fee of the leasing company's outstanding book value). Employees must contact the leasing company directly in this case. Under no circumstances shall the Employer act as intermediary.

In all situations described above, Employees shall be charged for unsettled damages (damages not repaired in a timely fashion) by means of a salary deduction or an extra invoice drawn up by the Employer for the Employee.

12.2 Full suspension of the employment contract of up to 6 months

If the employment contract is suspended for 6 months or less (including, but not limited to, for illness, personal accident, maternity leave, workplace accident, time credit, thematic leave, voluntary full-time suspension), and the Employee no longer has any budget available to finance the FIP company car, they have the following choice:

- Taking over the FIP company car from the leasing company as per the market value at the moment of takeover. All costs arising from the takeover shall be borne by the Employee (200 EUR administration fee, 2.5% termination fee of the leasing company's outstanding book value).

- Handing in the FIP company car, effectively ending the leasing contract, which means the Employee owes compensation to the Employer. This compensation shall be equal to the leasing company's settlement.
- When resuming work, the Employee can also decide to finance the benefit through a cumulative net deduction equal to the monthly amount of the cafeteria value.

12.3 Full suspension of the employment contract of more than 6 months

If the employment contract is suspended for more than 6 months and the Employee no longer has any budget available to finance the FIP company car, the same arrangement applies as when the employment contract is terminated by the Employer (see Title 12.1).

12.4 End of leasing period on the contractual end date

At the end of the right of use, or when the leasing contract expires, the Employer must hand in the company car in a clean and undamaged state, including all items that belong with it:

- Registration certificate
- Certificate of conformity
- Maintenance booklet
- User manual
- All keys
- All accessories which are part of the leasing contract

Before handing in the FIP company car, the employee must check whether the car is undamaged, or that any damage has been reported to the leasing company. On the leasing company's website, you can find a description of what the company considers damage, and which kinds of damage do not have to be reported.

If the right of use ends early, the Employer must hand in the FIP company car cleanly and without damage, on the Employer's last work day at the latest. The Employer shall check the car and note any damage.

Upon the end of the leasing contract, the FIP company car must be returned at one of the leasing company's return addresses. Upon returning the car, a car check document shall be drafted, including among other things the condition of the car and the mileage.

The Employee commits to returning the vehicle:

- Completely and thoroughly cleaned, both inside and outside;
- Together with all documents and accessories.

Furthermore, the Employee shall agree to write up an amicable and contradictory final inventory, clearly describing the condition of the returned vehicle and its accessories when returning the vehicle.

The Employee shall fill in a return form and the leasing company shall take detailed digital photos of the car and all visible damage. Additionally, the leasing company shall inventory all on-board documents, keys and other accessories.

This amicably written final inventory must be signed for approval by the Employee and the Employer's leasing company. This signed inventory binds the Employer and Employee definitively.

Damage to the vehicle, the cost of missing documents and/or accessories, as well as the costs arising from thorough internal and external cleaning, must be paid to the Employer by the Employee.

The amount to be compensated is as follows:

- For damage to the vehicle: the full cost, including VAT, charged by the leasing company;
- For missing documents and/or accessories: the full cost, including VAT, charged by the leasing company;

- For cleaning the vehicle: the full cost, including VAT, charged by the firm appointed to thoroughly clean the vehicle by the Employer or the leasing company.

Employees expressly agree that all sums owed by them, as per these rules and as per Title 12.4 in particular, shall be deducted as means of compensation from any unpaid or yet-to-be-paid payments of whatever kind (salary, holiday pay, end-of-year premium or any other premiums or compensations), which the Employer owes them, regardless of the period these payments relate to.

If such a compensation is not possible, for whatever reason, the amount owed by the Employee shall be invoiced to them by the Employer. This invoice shall then have to be paid by the Employer as per the conditions included in it.

If, after (intermediate) return of the car, the leasing company is of the opinion that professional cleaning of the company car is necessary (e.g. ozone treatment intended to remove the smell of smoking), the resulting costs shall be passed on to the Employee.

The leasing company's contact details can be found in Annex I.

If the Employee decides to choose for another FIP company car through the leasing company after a period of 4 years, but the new FIP company car can only be delivered after the end of those 4 years, the original contract shall be extended until the delivery of the new FIP company car. The Employee's gross wage shall continued to be deducted during this extended period.

13. Additional arrangements

The current Policy establishes the rights, duties and agreements of and between the Employer and Employee within the FIP. In addition, this Policy gives Employees a number of instructions about the good use of the FIP company car.

This Policy does not form part of the employment contract between the Employer and the Employee.

14. Final provisions

This Policy is valid as of 1 April 2022 and shall remain valid for as long as the benefit of FIP company cars is provided in the Employer's FIP plan.

The content of this Policy shall take precedence – barring explicit provision in writing to the contrary – over all earlier, comparable documents on this subject.

The Employer reserves the right to unilaterally revise the Policy at any time.

Annex I: Leasing company contact details

The Employer values correct, efficient and capable fleet management and all associated tasks. Employees which have received an FIP company car from the Employer must be informed correctly and in a timely manner about matters which concern them, and their answers must be answered quickly and completely.

Therefore, all fleet management tasks shall be outsourced to the leasing company, which shall employ a team of able professionals which can be reached through the contact details below.

LeasePlan Fleet Management nv

Telecomlaan 9 bus 6, 1831 Diegem

Telephone number for drivers: 02 722 19 19

E-mail: fleetteam@leaseplan.be

For questions regarding the applications in the IQ tool, the tender etc., Employees can always contact:

Ms Ellen De Wit

Fleet Advisor

Client Service | LeasePlan Belgium

Phone: +32 2 722 64 02

E-mail : edewit@leaseplan.com

Annex II: Overview of car brands and dealerships

An overview of the car brands provided within FIP:

VOLVO

Vermant Automotive Group
Antwerpsesteenweg 271
2800 Mechelen
015 29 25 25

KIA

Kia Vermant Mechelen
Generaal de Wittelaan 8
2800 Mechelen
015 27 77 77

Polestar

[Polestar Spaces – Bezoek een Polestar Space in je omgeving | Polestar BE](#)

Service points: Volvo Vermant Automotive Group

VW – Audi – Skoda – SEAT - CUPRA

Auto Natie Mechelen
Gentsesteenweg 115
2800 Mechelen
015 40 00 00

BMW

JUMA
Kruisbaan 125
2800 Mechelen
015 42 30 00

Mercedes-Benz

Mercedes-Benz Mechelen
Brusselsesteenweg 359
2800 Mechelen
015 40 11 11