General Terms and Conditions - KPMG Advisory BV/SRL - KPMG Deal Advisory BV/SRL - KPMG Certification BV/SRL - KPMG Forensic BV/SRL

These General Terms and Conditions apply to the delivery of work by the following separate legal entities: KPMG Advisory BV/SRL, KPMG Deal Advisory BV/SRL, KPMG Certification BV/SRL and KPMG Forensic BV/SRL.

Definitions

The meanings of the following words and phrases which are widely used in these General Terms and Conditions shall be as set out below and shall apply wherever used in the Services Contract:

Engagement Letter - a letter recording the engagement, including any subsequent modifications or changes by means of addenda to this letter, and including these General Terms and Conditions.

Services - the services to be delivered by us under the Engagement Letter.

KPMG or **we** (or derivatives) - the separate legal entity specified in the Engagement Letter contracting with Client, being, as the case may be,either:

KPMG Advisory BV/SRL with business number 0439.819.279; or
KPMG Deal Advisory BV/SRL with business number 0719.807.702; or
KPMG Certification BV/SRL with business number 0444 646 713; or
KPMG Forensic BV/SRL with business number 1022.895.088.

Client or You (and derivatives) - the addressee (or addressees) of the Engagement Letter, contracting with us.

Party or Parties - KPMG or Client/ KPMG and Client.

Services Contract - these General Terms and Conditions and the Engagement Letter, together with any documents or other terms applicable to the Services to which specific contractual reference is made in the Engagement Letter.

KPMG Network – global organization of independent KPMG member firms affiliated with KPMG International Limited ("KPMG International"), a private English company limited by guarantee. KPMG International provides no client services. No member firm has any authority to obligate or bind KPMG International or any other member firm vis-à-vis third parties, nor does KPMG international have any such authority to obligate or bind any member firm.

KPMG Persons - KPMG, our shareholders, directors, employees, agents, including certain self-employed collaborators ('directors'), as the case may be, both individually and jointly, together with any other member firm that forms part of the KPMG Network and each and all of its shareholders, directors, employees and agents, both individually and jointly; "**KPMG Person**" shall mean any one of them.

Partners - any KPMG Person having the title "shareholder" ("partner"), whatever that KPMG Person's legal status.

Local Law - Belgian legislation.

Other Beneficiaries - any and each person or organisation (other than Yourself) identified (by name and/or otherwise) in the Engagement Letter as a recipient or beneficiary of the Services or any product thereof.

Our services and responsibilities

1. The Engagement Letter shall set out the Services to be delivered by us and associated matters. These General Terms and Conditions shall be subject to variation in the Engagement Letter.

2. The Services shall be delivered with reasonable skill and care.

3. You accept the persons designated by us to perform the Services.

   Where individuals to be involved in delivering the Services are named in the Engagement Letter, we shall use reasonable endeavours to ensure that they are indeed involved. We may substitute those identified for others of equal or similar skills. Under no circumstances, including in cases of urgency or exceptional circumstances, can the Client in the event of non-performance replace KPMG for the performance of the Services by written notice. Only if necessary for the execution of the Services, You or (a) contact person(s) designated by You are authorised to give general guidelines to persons employed by us for the Services, insofar as they are limited to what has been agreed in the Engagement Letter, including the practical modalities with regard to the obligations concerning well-being at work, however without violation of article 31 of the Law of 24 July 1987 on temporary labour, hired temporary staff and staff placed at third users' disposal. Our employees are and shall remain in all respects employee(s) of KPMG. We are responsible for the payment of wages, social contributions, all contributions with respect to social legislation and all other legal or other obligations that we have agreed with our employee(s) or which are imposed on us by law.

   Our engagement team may include personnel provided by other KPMG member firms. Such personnel will work as members of the team assigned to the engagement by KPMG. You may have direct contact with them, but all Services delivered under the Engagement Letter by KPMG Persons will be provided by KPMG.

4. You shall by no means demand that the persons that we employ for the execution of the Services perform duties that may give third parties the impression that they are authorised to represent You or assume obligations on Your behalf.

5. We may use artificial intelligence technologies to enhance and/or to improve the efficiency, accuracy, and delivery of the Services provided to You. We ensure that these technologies are deployed in accordance with all applicable laws and regulations

and will not be used for generating without human intervention decision that may produce legal effects concerning or significantly affecting the Client.

6. We may acquire sensitive information concerning Your business or affairs in the course of delivering the Services ("Confidential Information"). In relation to Confidential Information, we shall adhere to the confidentiality restrictions imposed on us by authorities with whose requirements we are bound to comply, as well as any obligations imposed on us by Local Law. We shall be entitled to comply with any requirement of Local Law or any authority with whose requirements we are bound to comply to disclose Confidential Information. This clause shall not apply where Confidential Information properly enters the public domain. The Client acknowledges and agrees that information related to the Services (including Confidential Information) may be disclosed to KPMG International, other KPMG Persons, external legal advisors, insurers and/or other parties who facilitate the administration of our business or support its infrastructure that assist us:

   - in the execution of the Services;
   - in performing internal risk assessments and in supporting the maintenance of quality and professional standards in the conduct and delivery of services (e.g. quality reviews of the services delivered to identify and mitigate any KPMG quality, conduct or related risk management issues, facilitate requests by regulators or the establishment and maintenance of knowledge databases);
   - in the execution of client and engagement acceptance procedures (including but not limited to the identification of potential conflicts of interest or compliance with independence requirements);
   - to (i) analyze trends, perform comparative analysis, train cognitive systems, conduct data analytics and develop and improve non-attributable insights and benchmarks, including by using any automated methods and/or algorithmic processing; (ii) develop and improve technology and services; (iii) develop thought-leadership, expertise and know-how; and (iv) improve other services to clients and provide insights to clients. Information used for these purposes may be aggregated with information from other sources and will not be disclosed to other third parties unless it is in an anonymized and / or aggregated format so that no personal data or commercially sensitive information is disclosed to such third parties.

   Any such disclosures may be done in confidence only.

   The Client acknowledges that KPMG's technologies, artificial intelligence tools, software productivity tools and certain technology infrastructure and, consequently, Client's (Confidential) Information, may be hosted in cloud environments operated by KPMG Persons or third-party service providers that may be located outside the European Economic Area. KPMG furthermore uses third-party service providers that may be located outside of the European Economic Area to provide (support) services to KPMG and these third party service providers may, in the performance of such (support) services, have access to or process certain Client information (including Confidential Information). In this respect, technical, operational, legal and/or other safeguards (including appropriate safeguards within the meaning of the 'Privacy Legislation' as defined in art. 39 below), measures and controls have been taken in order to protect Client's (Confidential) Information.

7. We may supply written advice, confirm oral advice in writing, deliver a final written report or make an oral presentation on completion of the Services. Prior to completion of the Services we may supply oral, draft or interim advice, reports or presentations. However, in such circumstances, our written advice or our final written report shall take precedence. No reliance shall be placed by You on any draft or interim advice, report or presentation. Where You wish to rely on oral advice or presentations made on completion of the Services, You shall inform us and we shall supply written confirmation of the advice concerned. The same goes for summaries or reproductions based on recordings or otherwise of oral advice or (digital) meetings. Those are not opposable to KPMG if they were made without the prior written approval/authorization of KPMG. KPMG by definition does not allow or agree to the recording of any form or type of oral discussions of any type (including and especially digital meetings) and the refusal to give prior approval/authorization does not have to be motivated in any way or form by KPMG. Any materialization of (Teams or other digital or other) meetings or conversations, with or without third parties or any summaries of those have to be explicitly approved by or drafted by KPMG itself. Any communication in any way or form of these summaries or reproductions to KPMG or any KPMG Persons will not be opposable to KPMG and its contents are disputed by KPMG as of right, except if KPMG explicitly and in writing acknowledges the contents. Failure to oppose and/or react to the communication of summaries or reproductions can never be qualified as an acceptance thereof or of its contents by KPMG. The Client will hold KPMG harmless for any claim by any third party, and which is based on such recordings, summaries or reproductions.

8. We shall not be under any obligation in any circumstances to update any advice, report or any product of the Services, oral or written, for events occurring after the advice, report or product concerned has been issued in final form.

9. Any product of the Services that is KPMG branded (i.e. bears the KPMG logo and/or references KPMG or the KPMG Network directly or indirectly, explicitly or implicitly in any way) released to You in any form or medium, shall be supplied by us on the basis that it is for Your benefit and information only and that it shall not be copied, referred to or disclosed, in whole or in part, without our prior written consent unless this is required by Local Law (in such case You will inform us prior to any disclosure). The Services shall be delivered on the basis that You shall not quote

our name or reproduce our logo in any form or medium without our prior written consent. KPMG accepts no liability (whether in contract, tort or otherwise) to any third party.

Any product of the Services that is not KPMG branded (as defined above) will be provided to You for your review. Upon validation, each deliverable is considered an internal Client report or deliverable that may be distributed as Client management determines to be appropriate for its needs. Client Management will take full responsibility for the validated deliverables. For the avoidance of doubt, Client may not publicly disclose KPMG's role in supporting Client without KPMG's prior written consent.

10. Any advice, opinion, statement of expectation, forecast or recommendation supplied by us as part of the Services shall not amount to any form of guarantee that we have determined or predicted future events or circumstances.

11. If KPMG Bedrijfsrevisoren BV/SRL/ KPMG Réviseurs d'Entreprises BV/SRL is the (statutory) auditor of the Client, its controlling parent(s) or a controlled subsidiary of the Client, KPMG has to comply with independence rules provided for by Belgian Law and by, internal KPMG rules, as well as the independence rules set out by the Client.

    In carrying out its work, KPMG will not:

    - provide any services that involve playing any part in the management or decision-making of the Client, including acting as a project manager;
    - provide any bookkeeping services and services related to the preparation of accounting records and financial statements;
    - be involved in designing and implementing internal control or risk management procedures related to the preparation and/or control of financial information or designing and implementing financial information technology systems;
    - provide any valuation services, including valuations performed in connection with actuarial services or litigation support services;
    - provide services related to the Client's internal audit function;
    - negotiate on behalf of the Client;
    - act in an advocacy role in the resolution of a litigation;
    - represent the Client in the settlement of tax or other litigation;
    - provide human resources services, with respect to:
        - management in a position to exert significant influence over the preparation of the accounting records or financial statements which are the subject of the statutory audit, where such services involve:
            - searching for or seeking out candidates for such position; or
            - undertaking reference checks of candidates for such positions;
        - structuring the organization design; and
        - cost control.

    To the extent the Client is a Public Interest Entity as defined in article 1:12 of the Companies and Associations Code, additional restrictions on the provision of non-audit services will be applicable as included in article 3:62, § 3 and 4 of the Companies and Associations Code.

Severability

12. Each clause or term of the Services Contract constitutes a separate and independent provision. If any of the provisions of the Services Contract are found to be void, invalid or unenforceable, the remaining provisions shall continue in full force and effect, to the fullest extent permitted by Local Law. Parties agree to replace the void, invalid or unenforceable provision(s) by another provision which in fact and in right corresponds to the greatest extent to the spirit and the intention of the void, invalid and unenforceable provision(s).

Intellectual property

13. All rights, titles and interests, including but not limited to, all intellectual property rights such as copyrights that arise and / or may arise in connection with the performance of the Services, including, without limitation, all rights to preparatory material (such as our working papers), on intermediate and / or final products or results of the Services, regardless of their form (oral, written or otherwise), as well as all knowledge, experience and skills acquired in the performance of the Services, are and will remain the sole property of KPMG at all times. Without prejudice to the foregoing, the Client will only acquire a (material) title on one or more physical or digital copies of any product or result of the Services in tangible form after payment of our Charges for the relevant products or results. As part of our services to you or to other Clients, we and all other KPMG Persons are authorized to use, develop and share with each other knowledge, experience and skills gained through performing the Services.

Our Charges

14.1. We shall render invoices in respect of the Services comprising fees, out-of-pocket expenses and taxes thereon (where appropriate) ("**our Charges**"). Details of our Charges and any special payment terms shall be set out in the Engagement Letter. Our fees shall be based on the degree of responsibility of KPMG Persons involved in delivering the Services, their skills, the time spent by them in performing the Services, and the nature and complexity of the Services. "Out-of-pocket expenses" will include both directly incurred costs and an amount to cover incidental expenses which are not charged directly to the

engagement. Our Charges may differ from estimates or quotations that may have been supplied, for example where additional fees and out-of-pocket expenses arise from any delay as a result of failure to supply the information required to enable us to perform the Services.

14.2. When KPMG is required or requested to provide information in respect of Client pursuant to a regulatory request, requirement or through any form of legal proceedings, Client agrees to reimburse KPMG for the costs KPMG and its personnel incur in relation to such requirement, request or proceeding, in so far as KPMG's actions were not also the subject of such requirement, request or proceeding.

14.3. In return for the delivery of the Services by us, You shall pay us Charges (without any deduction or compensation), on presentation of our invoice or at such other time as agreed with You.

14.4. Unless explicitly agreed otherwise in writing, KPMG is entitled, in the event of non-payment of our Charges on the due date, as of right and without notice of default, to an interest equal to the interest rate determined in accordance with article 5 of the law of August 2, 2002 on combating late payment in commercial transactions (hereinafter referred to as: the 'Late Payment law') and its Ministerial Decrees. In accordance with article 6 of the Late Payment law', KPMG is also entitled, as of right and without notice of default, to claim a lump sum compensation *("forfaitaire schadeloosstelling"/ "indemnisation forfaitaire*") equal to 10 % of the invoiced amount for all other recovery outlays incurred as a result of late payment, provided that, and contrary to article 5.88, §1 of the Civil Code, if the actual damage suffered by KPMG is higher, the difference with the lump sum compensation becomes automatically due and payable by the Client. If the Client is a consumer, this lump sum compensation, depending on the amount of the unpaid invoice(s), is determined in accordance with the rules of the Code of Economic Law applicable to the amicable recovery of consumer debts.

14.5. Non-payment of our Charges on the due date shall render all outstanding Charges immediately due and payable, even those not yet due, without regard to any payment terms previously granted.

14.6. If the Services Contract is terminated or suspended, we shall be entitled to payment for outlays incurred up to that time and to payment of fees for work already performed, plus taxes due thereon (if any). Our fees for performed work shall in this event be calculated on the basis of our hourly rates applicable at the time of performance of our Services, in accordance with clause 14.

14.7. If the Engagement Letter is addressed to two or more addressees, each of the addressees shall be jointly and severally liable to pay our Charges and we shall be entitled to call upon any of You, or all of You for payment in full, unless the Engagement Letter provides for payment of our Charges by one of You or by a third party.

Your responsibilities

15. Notwithstanding our duties and responsibilities in relation to the Services, You shall retain responsibility and accountability for:

15.1. the management, conduct and operation of Your business and Your affairs;

15.2. deciding to what extent You wish to use, rely on or implement advice, recommendations or other products of the Services supplied by us;

15.3. making any decision affecting the Services, any product of the Services, Your interests or Your affairs;

15.4. the delivery, achievement or realisation of any benefits directly or indirectly related to the Services and which require implementation by You.

Access

16.1. When You require us to use and access Your systems, whether at Your premises, remotely or in the cloud (including but not limited to file sharing, communication and/or collaboration platform(s) or tool(s)) to communicate and/or exchange documents between You and KPMG, as You consider appropriate for the delivery of the Services, the following will apply: i) If such access requires additional software, You will provide that software to us, ii) You shall take appropriate security measures (including but not limited to appropriate Data Loss Prevention measures), iii) You shall provide the necessary license(s), access and permissions, iv) You will also provide us with instructions on how to access Your systems, as well as login codes. You will bear full responsibility for Your systems and You will hold us harmless for any damages suffered by KPMG as a result of the use of Your systems.

16.2. When we work physically at Your premises, You shall provide the necessary physical access, facilities and obtain the necessary permissions. We are authorised to make use of Your local network and Your internet connection in order to connect to the KPMG IT-systems during the performance of the Services. Although our use of Your network involves associated risks, we have taken appropriate security measures (including security updates, a host firewall and anti-malware software), taking into account the state of the available technology, and the implementation costs, appropriate to the risks.

Information exchange

17. For the execution of the Services Contract, we may make use of computer software in order to facilitate the efficient management of data. Consequently, data which is supplied by You may be transferred to computer servers which are operated outside Belgium with the implementation of adequate access controls and under the authority of member firms belonging to the KPMG Network.

We are authorised to communicate with You via e-mail and any file sharing, communication and/or collaboration platform or tool we provide (this also applies for communicating advice, reports or products of the Services). By approving this method of communication, You accept the inherent risks of those media. You confirm that You will perform the necessary malware scans.

The recording of meetings (including e.g., webinar), conversations, or any form or type of oral discussion etc. by the Client and/or a third party without a prior, written agreement from KPMG is not allowed and is a violation of amongst others the requirements of Clause 314bis Belgian Strafwetboek/Code Penal; the Belgian law of 13 June 2005 regarding electronic communication; the requirements of the EU General Data Protection Regulation 2016/979 ("GDPR") and the Belgian Law of 30 July 2018 on the protection of privacy with regard to the processing of personal data and professional requirements on confidentiality. A recording includes audio, video, chat and screen recording. Additionally, the use of AI driven tools by the Client and/or a third party for taking meeting notes, generating summaries, enhancing meeting efficiencies or any other purposes is not permitted.

The Services Contract and all matters related thereto or as a result thereof, including, but not limited to, deliverables, contracts, proxies or access to documents through web or other electronic applications, may be executed, scanned and transmitted electronically. Electronic signatures shall be deemed original signatures for purposes of this Services Contract, with such electronic signatures having the same legal effect as original signatures (Regulation (EU) N°910/2014 ("eIDAS-regulation"), article 8.1.,3° (and following) of the Civil Code and articles XII.15 and XII.16 of the Code of Economic Law). E-mail addresses, mobile numbers, etc. provided for by You to either receive codes to access and electronically sign documents (e.g., through the Connective platform) or for receiving electronically signed documents by us are deemed to be secured, lawfully and correctly provided to us and allow the Parties to exchange access codes, documents and any other forms of electronic communication legally and in an opposable manner. Electronically signed documents exchanged in this way are legally binding on You. You agree to indemnify, defend and hold us harmless from and against any claims, losses, damages (whether in contract, tort or otherwise), liabilities and expenses arising out of or in relation to any dispute or action initiated by any employee, representative, officer, shareholder, contractor and/or any other person related to You concerning the use of electronic signatures with regard to (the execution of) the Services Contract.

To enable us to perform the Services, You shall supply promptly all information and assistance and all access to documentation in Your possession, in Your custody or under Your control and to personnel under Your control where required by us. You shall use Your best endeavours to procure these supplies where not in Your possession or custody or under Your control. You shall inform us as soon as possible of any information or developments which may come to Your notice and which might have a bearing on the Services.

18. We may rely on any instructions or requests made or notices given or information supplied, whether orally or in writing, by any person whom we know to be or reasonably believe to be authorised by You to communicate with us for such purposes ("an Authorised Person").

19. We may receive information from You or from other sources in the course of delivering the Services. To the fullest extent permitted by Local Law, we shall not be liable (whether in contract, tort or otherwise) to You for any loss or damage suffered by You arising from fraud, misrepresentation, withholding of information relevant to the Services or other default relating to such information, whether on Your part or that of other information sources, unless detection of such fraud, misrepresentation, withholding or such other default is evident to us without further enquiry.

Prohibition to hire

20. During the whole term of the Services Contract and during a period of 12 months as from the termination thereof, regardless of the reason for termination, the Client shall not, directly or indirectly, solicit, recruit, employ, hire or engage (or assist anyone in soliciting, recruiting, employing, hiring or engaging) any KPMG Person involved in providing the Services or let such KPMG Person carry out activities beyond the framework of the agreement between KPMG and the Client, unless prior written agreement has been obtained from KPMG.

    Any breach of this prohibition by the Client shall result in the payment by the Client of a lump-sum compensation per breach of 50.000 EUR (non-management KPMG Person) and 100,000 EUR (from management level KPMG Person) per breach, provided that, and contrary to article 5.88, §1 of the Civil Code, if the actual loss suffered by KPMG is higher, the difference with the lump sum compensation becomes automatically due and payable by the Client. The same compensation is due by the Client who, with the intention to by-pass this prohibition, obtains the same result in any other way.

Knowledge and conflicts

21. In clauses 22 to 25 the following definitions shall apply:

    - "Engagement Team" shall mean, collectively or individually, KPMG Persons who are involved in delivering the Services;
    - "Other KPMG Persons" shall mean, collectively or individually, KPMG Persons who are not members of the Engagement Team;
    - "Barriers" shall mean safeguards which may be available to us to facilitate the protection of clients' interests, including, for example, use of separate teams, their geographical and operational separation and/or access controls and limitations to data, computer servers and electronic mail systems.

22. The Engagement Team shall not be required, expected or deemed to have knowledge of any information known to Other KPMG Persons which is not known to the Engagement Team or be required to obtain such information from Other KPMG Persons.

23. The Engagement Team shall not be required to make use of or to disclose to You any information, whether known to them personally or known to Other KPMG Persons, which is confidential to another client.

24. KPMG Persons may provide services or be approached to provide services for one or more parties with interests conflicting with Your interests or that have interests that compete with Yours ("Party or Parties with a Conflict of Interest").

25. KPMG Persons are and remain free to provide services to a Party or Parties with a Conflict of Interest. If the interests of the Party or Parties with a Conflict of Interest, specifically and directly with regard to the Services, are in conflict with Your interests, then:

    - The Engagement Team shall not provide services to the Party or Parties with a Conflict of Interest; and
    - Other KPMG persons shall only provide services to the Party or Parties with a Conflict of Interest when adequate Barriers have been implemented. The effectiveness of these Barriers means that we have taken sufficient steps to avoid any real risks of damaging our relationship of trust with You.

    We shall always try to identify a Party or Parties with a Conflict of Interest in the conditions as described in this article. If You know or become aware that a KPMG Person is advising or proposing to advise a Party or Parties with a Conflict of Interest, You must inform us promptly.

    Without prejudice to the present article, when Other KPMG Persons are asked to provide services ("Other Services") to a Party or Parties with a Conflict of Interest (whose existence may be known or not known to You) who are immediately or directly interested in acquiring a same or similar interest as You, with regard to the transaction concerned by the Other Services or the Services (for example, when You and the Party or Parties with a Conflict of Interest are both interested in acquiring the same company or property), these Other KPMG Persons shall be authorised to provide Other Services to the Party or Parties with a Conflict of Interest.

The Services Contract

26. The Services Contract sets out the entire agreement and understanding between us in connection with the Services. Any modifications or variations to the Services Contract must be in writing and signed by an authorised representative of each of us. In the event of any inconsistency between the Engagement Letter and any other elements of the Services Contract, the Engagement Letter shall prevail.

    The Services Contract between the Parties is deemed to have been entered into either when we receive the Engagement Letter, duly signed by You, or at the moment we start to perform any Services upon Your request, if this takes place at an earlier moment. As long as we don't receive any Engagement Letter duly signed by You, all professional relationships between us will in any case be governed by the Services Contract, as from the moment that and insofar as such Services Contract has been delivered to You e.g., by letter, telefax, email or if by hand, against acknowledgement of receipt.

    The Services Contract may be executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Services Contract. Article 17§3 of these General Terms & Conditions applies to the electronic signing of the Services Contract.

    The Services Contract may be executed in any number of counterparts by the Parties hereto. All counterparts so executed shall constitute one agreement binding upon all Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Services Contract, all of which shall constitute one agreement to be valid as of the date of this Services Contract. If a (signature on a) counterpart of this Services Contract is held to be illegal, invalid or unenforceable, in whole or in part, under any applicable law or by the initiative of any Party, the legality, validity or enforceability of the other counterpart shall remain unaffected.

Circumstances beyond Your or our control

27. Neither Party shall be in breach of its contractual obligations nor shall either Party incur any liability to the other if it is unable to comply with the Services Contract as a result of an event of non-imputable impossibility ("ontoerekenbare onmogelijkheid"/ "impossibilité non-imputable") to fulfil its commitments. The unforeseeable and unavoidable nature of the impediment to performance shall be taken into account in this case ("Force majeure").

    The following circumstances or events shall be considered as "Force majeure": accidents, war, terrorists attacks, strikes, lock-outs, riots, fire, earthquakes, natural disasters, pandemics (expressly including Covid-19), epidemics, government decisions, explosions, systems-, Internet- or telecommunications breakdowns. This list is non-exhaustive. Such "circumstance beyond Your or our control" shall extend the term for delivering the Services with the number of days such event persists. In the event that such event persists for more than 30 calendar days, each of us will be entitled to terminate the Services Contract with immediate effect and without incurring any liability towards the other, provided a written termination notice is sent.

Change of Circumstances

28. The provisions of article 5.74 of the Civil Code do not apply to the Services Contract and are expressly excluded.

Waiver, assignment and third parties

29. Failure by KPMG to exercise or enforce any rights available to us shall not amount to a waiver of any of these rights.

30. Neither of the parties shall be authorised to transfer the Services Contract to another party without the written permission of the counterparty. This injunction does not apply however to the transfer of debt claims arising from the Services Contract by KPMG in the context of credit transactions or factoring.

31. Where we need to involve third parties (other than KPMG Persons) in an engagement entrusted to us, we will, if and to the extent possible, consult with You and exercise due caution in selecting such third parties. Except for mandatory legal provisions to the contrary, we will not be liable (whether in contract, tort or otherwise) for any direct or indirect damage of any kind caused by errors and shortcomings of such third party in the performance of its services. We are entitled to accept on Your behalf any limitation of liability stipulated by such third party.

Limitations on our liability

In the following clauses 32 to 35 inclusive, we set out how our liability to You in connection with our Services may be limited and/or proportionated and we specify to whom You should direct any claims.

32. Our total liability in connection with the Services is limited in accordance with the provisions of the present article.

32.1. To the fullest extent permitted by Local Law and subject to clauses 33 to 35 below:

- the aggregate liability to You and to Other Beneficiaries of all KPMG Persons;
- arising in any way and on any basis, and irrespective of its legal basis (whether in contract, tort or otherwise);
- for any damage suffered by You (or by any other party) arising from or in connection with the Services;
- regardless of the cause of the loss or damage, including our negligence and serious fault (“zware fout”/ “faute lourde”) but not our deliberate breach of duty (“opzet”/ “dol”);

is limited to an amount equal to 2 times the compensations owed to us (as determined in the Engagement Letter). Except for mandatory legal provisions to the contrary, KPMG shall never be held liable for indirect damages, such as but not limited to, financial and commercial losses, loss of profits, increase of general costs, interruption of the planning, loss of the expected profit, capital, clients, etc.

32.2. Where there are multiple beneficiaries of the Services (“Beneficiary” or “Beneficiaries”) the limitation on our liability agreed under this clause to each Beneficiary shall be apportioned by them amongst them. No Beneficiary shall dispute or challenge the validity, enforceability or operation of this clause on the ground that no such apportionment has been so agreed or on the ground that the agreed share of the limitation amount apportioned to any Beneficiary is unreasonably low. The term Beneficiary shall include You and any Other Beneficiaries.

33. Subject always to the aggregate limitation on our liability in article 32 above and to the fullest extent permitted by Local Law, the liability of KPMG Persons shall be limited to that reasonable and fair part of the total loss or damage, after taking into account Your own share (if any), the share of the Other Beneficiaries (if any), and the extent of responsibility of any other party also liable or potentially liable to You or to Other Beneficiaries in respect of the same loss or damage.

In order to determine the share of the KPMG Persons in the total damage or loss, You or any Other Beneficiary shall, upon our request, involve another liable person in the related court case, who we shall appoint as liable or jointly liable party.

34. You and Other Beneficiaries acknowledge and confirm that you will only hold KPMG liable and accountable for and in compensation of any damage caused by KPMG Persons in the context of the performance of the Services Contract. Consequently, Beneficiaries shall not bring any claim, proceedings, judicial or extrajudicial, whether in contract, tort or otherwise, arising out of or in connection with the Services Contract against any KPMG Person or any other person that may qualify as an auxiliary within the meaning of art. 6.3.§2 of the Civil Code (excluding third parties referred to in article 31 of these General Terms and Conditions) unless otherwise required by mandatory legal provision.

35. With regard to clauses 32 through 34 of these General Terms and Conditions, You hereby agree to indemnify, hold harmless and defend us and any KPMG Person from and against any and all claims (whether in contract, tort or otherwise) intended by Other Beneficiaries in respect of loss or damage allegedly suffered by Other Beneficiaries arising out of or in connection with the Services, in so far as a court has decided that our limitation on and/or our exclusion of our liability pursuant to clauses 32 through 34 of our General Terms and Conditions, cannot be enforced against such Other Beneficiaries.

Time limit on claims

36. Any claim in respect of loss or damage suffered as a result of, arising from or in connection with the Services Contract, whether in contract or tort or under statute or otherwise, must be made within one year from the date on which the first alleged error underlying the relevant claim occurred, and no later than three years after the termination of the Services Contract.

Third party rights

37. The Services Contract shall not create or give rise to, nor shall it be intended to create or give rise to, any third party rights. No third party shall have any right to enforce or rely on any provision of the Services Contract which does or may confer any right or benefit on any third party, directly or indirectly, expressly or

impliedly. The application of any legislation giving to or conferring on third parties contractual or other rights in connection with the Services Contract shall be excluded. No KPMG Person is deemed to be a third party for the purposes of this clause.

Third-party proceedings

38. If You breach any of Your obligations under the Services Contract and there is any claim made or threatened against us by a third party, You shall compensate us and reimburse us for and protect us against any loss, damage, expense or liability (whether in contract, tort or otherwise) incurred by us which results from or arises from or is connected with any such breach and any such claim. In this clause “us” shall include all KPMG Persons and “You” shall include all Beneficiaries.

Processing of personal data

39. The definitions and interpretations in 1) the applicable European privacy legislation (including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC) and 2) the applicable national privacy legislation (including but not limited to the Belgian Law of 30 July 2018 concerning the protection of natural persons with regard to the processing of personal data) as they are in force now and as they can be changed, supplemented or replaced in the future (hereinafter jointly referred to as "Privacy Legislation") are applicable to this article.

- This article applies to the processing of personal data in connection with the Services and/or the Engagement Letter.
- You warrant that the personal data which You transfer to KPMG (i.e. KPMG, other KPMG Persons and/or third parties supporting KPMG) in connection with the execution of the Services and the Engagement Letter, will be collected and/or processed by You in accordance with the provisions and principles of the Privacy Legislation and any other applicable legal regulation.
- In principle, KPMG determines alone the purpose and the means for the processing of personal data in connection with the execution of the Services. As such, KPMG will process the received personal data as controller in accordance with the provisions of the Engagement Letter, the Privacy Legislation and KPMG's privacy statement which can be found at the following link https://home.kpmg/be/en/home/misc/privacy.html.
- KPMG will take appropriate technical and organizational measures in order to protect the personal data against unauthorized or unlawful processing and against accidental loss, destruction of or damage to the personal data, in accordance with the Privacy Legislation.
- When KPMG processes personal data via artificial intelligence tools as a part of the service delivery, KPMG will use these tools with reasonable care and in accordance with all applicable data protection laws, as well as with KPMG’s privacy statement, as mentioned above.
- KPMG can transfer personal data for the execution of the Services to other KPMG Persons and/or to third parties that support KPMG who will also take necessary and appropriate technical and organizational measures to protect personal data. Moreover, the received personal data can, amongst others, be communicated to and used by other KPMG Persons and/or third parties that support KPMG in the delivery of the Services or to meet compliance and regulatory requirements (amongst others anti-money laundering legislation), risk management and quality controls of the Services delivered by KPMG, as well as for client and relation management.

In the event of loss of personal data, data breach or performance of a data protection impact assessment, You will respond to any reasonable request for assistance from KPMG.

Parties shall notify each other promptly: (i) upon receiving a request from a data subject, or if they receive any claim, complaint or allegation relating to the processing of personal data; (ii) upon becoming aware of any breach leading to the destruction, loss or unlawful disclosure of personal data in their possession.

You will notify KPMG promptly if You acquire knowledge of an infringement of the Privacy Legislation regarding the processing of the aforementioned personal data.

In certain circumstances, KPMG acts as processor in connection with the execution of the Services and/or the Engagement Letter. As such, KPMG will attach a data processing agreement to the Engagement Letter and will process personal data on Your behalf and on Your written instructions, in compliance with the provisions of the data processing agreement, the Privacy Legislation and, where applicable, the Engagement Letter.

Client Identification Procedures

40. As KPMG is part of the KPMG Network that includes regulated professions which are bound by specific legal obligations regarding the identification of clients (eg. the Belgian Law of September 18, 2017 on the prevention of money laundering and terrorist financing and on the restriction of the use of cash), KPMG’s client and engagement acceptance procedures require us to identify clients in a manner consistent with that required of regulated professions.

By entering into the Services Contract You confirm that:

- no changes in the management of the Client have occurred since the last published annual accounts/ articles of association;

- You undertake to inform us of any change(s) in Your management that occur(s) during the period of our business relationship;
- You undertake to provide us with any additional information we may request from You in this context.

Marketing

41. For the purposes of marketing or publicizing or selling our services we may wish to disclose that we have performed work (including the Services covered by this agreement) for You, in which event we may identify You by Your name and logo and we may indicate only the general nature or category of such work (or of the Services) and any details which have properly entered the public domain (to the extent that such disclosures comply with clause 6 of these General Terms and Conditions).

Notices

42. Any notice to You or us to be delivered under the Services Contract shall be in writing to our respective addresses appearing in the Engagement Letter (or such other address as may be notified in writing). Notices delivered by post shall be deemed to have arrived:
    - where posted within the Kingdom of Belgium, on the second working day; and
    - where posted abroad, on the tenth working day following the date of posting.

Suspension - Termination - Dissolution

43. Each of us can suspend the performance of the Services Contract by written notice in the event that the other party is in breach of its obligations under this Services Contract.

    Each of us can terminate the Services Contract by giving 30 days' prior notice in writing to the other at any time.

    Termination or suspension based on the present article does not affect any of the rights You or we acquired before the termination or the suspension. All sums owed to us in accordance with article 14.1 shall become payable in full when the termination or suspension takes effect.

44. KPMG is entitled to terminate the Services Contract immediately without notice term, without proof of default, without being liable (whether in contract, tort or otherwise) for any compensation whatsoever, and without prior judicial intervention in any of the following cases:

    a) the Client commits a breach of contract, such as, but not limited to, the provision of incorrect or incomplete information to KPMG, the absence of payment of the fees after sending of a formal notice;

    b) KPMG Bedrijfsrevisoren BV/SRL/ KPMG Réviseurs d'Entreprises BV/SRL or any other member of the KPMG Network or KPMG Persons provide(s) or is later engaged to provide audit services to the Client, its controlling parent(s), a controlled subsidiary or affiliate of the Client. In that case, KPMG may be required by legal, professional or regulatory requirements in any jurisdiction relevant to either Party, the controlling parent(s), controlled subsidiaries or the affiliates/ the network of either Party to maintain the independence of KPMG or any other member of the KPMG Network or any KPMG Persons from the Client.

    Should KPMG or any professional or regulatory body or court at any time determine that any aspect of the Services Contract may impair that independence, KPMG may terminate the Services Contract immediately.

    KPMG will confer with you and, to the extent not prohibited by legal, professional or regulatory requirements, will provide reasonable assistance in relation to any transition of the services by the Client to another service provider.

    c) KPMG is no longer allowed to provide the Client with services as a result of mandatory rules such as, but not limited to legislation relating to money laundering;

    d) in case of composition, bankruptcy, winding-up or liquidation of the Client.

    KPMG will in all circumstances remain entitled to the payment of the Charges relating to work done and of the fee notes for the services performed, as set out in 14 of these General Terms.

    Taken into account the specificity of the Services Contract, the application of the provisions of article 5.90, 2nd alinea, article 5.97, article 5.98 in conjunction with 5.239, §2 of the Civil Code is expressly excluded.

45. To the fullest extent permitted by Local Law the following clauses of these General Terms and Conditions shall survive expiry or termination of the Services Contract: clauses 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 19, 20, 22, 23, 24, 25, 26, 27, 29, 30, 32, 33, 34, 35, 36, 37, 38, 39, 40, 43, 44, 45, 46, 47, 48.

Capacity

46. You agree to and accept the provisions of the Services Contract. You shall take all necessary steps to inform Other Beneficiaries of the provisions of the Services Contract and to obtain their prior agreement with the Services Contract. However, You alone shall be responsible for payment of our charges.

47. We accept Your agreement to and acceptance of the terms of the Services Contract on our own behalf and as agent for each and all other KPMG Persons.

Applicable law and competent jurisdiction

48. This Services Contract will be governed exclusively by, and interpreted in accordance with, the laws of Belgium without giving effect to any Belgian, foreign or international rule of referral.

48.1. Should any dispute arise in connection with the Services Contract or the Services, the Parties commit themselves to attempt to resolve any dispute, controversy or claim in an amicable manner, by engaging in good-faith discussions and negotiations; if such discussions and negotiations are not successful, the issue will be escalated to senior-level negotiations.

48.2. All disputes related to or arising from the Services Contract, or the Services shall fall under the exclusive jurisdiction of the courts of the judicial district of Brussels.