Appendix 1

General Terms and Conditions - KPMG Bedrijfsrevisoren BV/SRL - KPMG Réviseurs d'Entreprises BV/SRL

These General Terms and Conditions apply to the delivery of work by KPMG Bedrijfsrevisoren 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 Agreement.

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

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

KPMG or **we** (or derivatives) - KPMG Bedrijfsrevisoren BV/SRL with corporate registration number 0419 122 548.

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

Agreement - 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 Bedrijfsrevisoren BV/SRL, our shareholders ("partners"), directors, employees, agents, self-employed collaborators, 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 ("partners"), directors, employees, self-employed collaborators 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.

Law - the law of 7 December 2016 relating to the organisation of the profession and of the public supervision of auditors *("Wet van 7 december 2016 tot organisatie van het beroep van en het publiek toezicht op de bedrijfsrevisoren'/' Loi du 7 décembre 2016 portant organisation de la profession et de la supervision des réviseurs d'entreprises")*.

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.

Article 1 - Scope of the General Terms and Conditions

These General Terms and Conditions apply to all Services, by reference to one of the following categories:

1.1. Assurance Engagements, being engagements assigned to us in accordance with or by virtue of any law or similar act where we perform procedures of an audit nature, including reviews, on financial information. These include but are not limited to engagements assigned to us, in our capacity as statutory auditor, as a natural extension of our function, by professional practices or by reference to the auditor's function by a foreign legal system. They notably include engagements to be performed on the basis of the knowledge of an entity that we have acquired in such function, such as reports on group consolidation reporting forms, issuance of comfort letters, reports on pro-forma or forecast financial information, as well as reports on interim financial information. The engagements referred to in article 24 of the Law are Assurance Engagements in the sense of these General Terms and Conditions.

1.2. Other Engagements, being engagements other than those defined as Assurance Engagements in point 1.1. above, including audit engagements or limited review of financial information engagements, entrusted on a contractual basis apart from any legal or regulatory requirement, as well as apart from our capacity as statutory auditor. When Other Engagements are not designed to provide any assurance on financial information, these are carried out based on information and explanations provided by the Client, the accuracy of which we shall not seek to verify except to the extent required by applicable professional standards or provided for by the Engagement Letter.

1.3. The Engagement Letter shall set out the Services to be delivered by us and associated matters.

Article 2 - Limitations of our obligations

2.1. We are under no obligation:

a) to ensure that the Services have been performed in compliance with the laws of a foreign jurisdiction; or

b) to report that during the period covered by the Agreement, the Client has not complied with all legal or regulatory requirements, notably in the areas of civil, company, commercial, tax, labour and competition law, unless Belgian law requires us to report on such compliance; or

c) to ensure that during the period covered by the Agreement, the Client has taken full advantage of any investment aids,

subsidies, miscellaneous allowances or any other benefits or opportunities offered by any law or regulation.

2.2. We are under no obligation to inform the Client of any change in legislation or regulations or to inform the Client of the potential consequences of such changes for the Client.

2.3. We shall not be deemed to have knowledge of information from other engagements for the purposes of the provision of the Services, except to the extent specified in the Engagement Letter.

2.4. Unless otherwise provided by law or by professional regulations, we will not bear any responsibility (whether in contract, tort or otherwise) in respect of the effect on The Results of the Services (as defined in article 17) of any events occurring after the date of the Results of the Services, and we will have no liability(whether in contract, tort or otherwise) to update such Results of the Services.

Article 3 - Binding character

3.1. The Agreement may be executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement. Article 20§3 of these General terms applies to the electronic signing of the Agreement.

3.2. The Agreement 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 Agreement, all of which shall constitute one agreement to be valid as of the date of this Agreement. If a (signature on a) counterpart of this Agreement 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.

3.3. We will only be bound by the final Results of the Services submitted to the Client in printed form signed by a duly authorised person.

3.4. Draft documents, whether communicated electronically or in printed form, and oral advice will not constitute our final Results of the Services. We will only assume responsibility for the content or use of any such draft documents or oral advice, if their content is confirmed subsequently in a final, signed Result of the Services or letter. The same goes for summaries or reproductions based on recordings or otherwise of oral discussions 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.

3.5. 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.

Article 4 - Intellectual Property Rights

We will retain all copyright and other intellectual property rights in everything we develop either before or during the course of the engagement, including systems, methodologies, software and know-how. We will also retain all copyright and other intellectual property rights in all Results of the Services, working papers, files or other materials provided by us to the Client in the context of the engagement, including electronic documents and files.

Article 5 - Retention of Working Papers

Our Working Papers remain our property during the work. Upon completion of the Services, we will retain all related documents and files for the period provided by applicable law and regulations, for the type of Services covered by the Engagement Letter after which time, in the absence of separate written arrangements to the contrary, we may destroy them without informing the Client.

Article 6 - Information obligations of the Client

6.1. To the extent that our Services are dependent on information and explanations to be provided by the Client or on the Client's behalf, the Client will ensure that such information and explanations are provided on a timely basis and that all such information and explanations are complete, accurate and not misleading. Where information or explanations are based on assumptions, the Client will provide us with relevant details. The Client is responsible for informing us immediately if there are any

changes to the information or explanations provided, if the information or explanations provided should no longer be relied upon or if the assumptions previously presented to us are no longer appropriate.

6.2. When the Client uses or provides us with third-party information, support or materials, the Client will ensure that it has appropriate agreements in place with those third parties to enable us to perform the Services. The Client will be responsible for the management of such third parties, the quality of their input and work and for the payment of their fees. Unless required by law or applicable professional standards or the Engagement Letter, we will not seek to verify the accuracy of the information, support or materials provided by such third parties.

6.3. In the event that the Client fails to provide us with relevant information and explanations, we may not be able to perform or complete our performance of the Services, or may have to include appropriate qualifications in any Result of the Services we are required to issue under the Agreement. Ultimately and except as otherwise provided by law or professional regulations, we have the right to discontinue providing the Services without notice, or to terminate or suspend the Agreement with immediate effect in accordance with article 12 below. In this case, our rights are determined in accordance with article 13.4 below.

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

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

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

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

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

6.5. For the purpose of enabling us to retrieve Your documentation/information in connection with the delivery of the Services You may provide us access to Your systems whether at Your premises, remotely or in the cloud. In such case, 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 damage (whether in contract, tort or otherwise) KPMG suffers as a result of the use of Your systems.

Article 7 - Fees and billing

7.1. 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 are computed on the basis of time spent by KPMG Persons or on a flat-rate basis and the levels of skill and responsibility required. Our fees take account of various factors including, for example:

- the results of our preliminary review of the Client's records and representations, as well as of publicly available information;
- the extent of our planned reliance on information and explanations provided by the Client;
- the expected level of assistance to be provided by the Client, including the quality and timeliness of documents and other information to be provided to us, as well as access to and cooperation by management, accounting staff and other operational staff when deemed necessary.

Should the factual circumstances we encounter be inconsistent with the assumptions underlying our fee estimates, or if other matters beyond our reasonable control require additional effort on our part, over and above that on which our estimated fees are based, we may adjust our fees, even on a flat-rate basis, the case being in accordance with the mandatory procedure provided for by the applicable law, and planned completion dates.

"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.

7.2. In respect of production of our documents or the hearing of our personnel as witnesses in connection with the Services, the Belgian law on professional secrecy ("*secret professionnel*"/ "*beroepsgeheim*") will apply. However, in the event we are requested or authorised by the Client, to the extent permitted by law, or are required by law to produce our documents or to attend hearings, the Client will bear our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests, so long as we are not a party to the proceeding in which the information is sought.

7.3. Any direct expenses specifically contracted with third parties we incur in performing the Services are not included in the fees and will be billed in addition to our fees, including the variable contributions on turnover (including per assignment) that we are

required to pay to the Belgian Institute of Registered Auditors. Upon the Client's request, we shall provide supporting documents as evidence of expenses incurred.

7.4. Our fees and expenses will be billed at appropriate intervals in accordance with the calendar defined in the Engagement Letter. In the absence of such a calendar, the fees will be billed at the end of the engagement.

7.5. Fees and expenses are stated exclusive of any taxes or duties. The Client will pay VAT and any other taxes and duties for which the Client is legally liable.

7.6. If the Client disputes all or part of an invoice, the Client will notify us to that effect in writing within 30 calendar days following receipt of the invoice. In any event, the Client will not withhold payment for any undisputed items included in the invoice.

7.7. If the Client refuses to pay undisputed amounts, we may decide, to the extent not prohibited by law, to terminate or suspend the Agreement subject to the conditions set forth in articles 12 and 13.4 below.

7.8. Invoices are payable by the Client upon receipt, unless explicitly agreed otherwise in writing or unless mandatory legal payment terms apply. In the event of late payment, KPMG is entitled, 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 '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 the 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.

Article 8 - Professional Secrecy and Confidentiality

The Client acknowledges that we are bound by professional secrecy ("*secret professionnel - beroepsgeheim*"), which prohibits us from divulging any information we acquire about the Client as a result of performing the Services, subject only to very limited exceptions, in our capacity as registered auditors included in the public register of the "*Institut des Réviseurs d'Entreprises"/ "Instituut van de Bedrijfsrevisoren*". This clause shall not prohibit KPMG 's disclosure of information if it is so required or permitted pursuant to the applicable legal and regulatory framework, e.g., in disciplinary, civil or criminal proceedings or in the context of anti-money laundering legislation.

The Client acknowledges and agrees that, to the extent permitted by law, 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).

KPMG may also use the information obtained 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 technologies 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.

The Client acknowledges that KPMG's audit technologies, artificial intelligence tools, software productivity tools and certain technology infrastructure and, consequently, Client's (confidential) information, are 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, under the direction of KPMG Persons 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. 9 below), measures and controls have been taken in order to protect Client's (confidential) information.

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Article 9 - Processing of personal data

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 thesetools 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, certain administrative, clerical and support services, including troubleshooting or defect analysis, or (data) analytical services - as described in article 8 - 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.

Article 10 - Anti-Money-laundering

Under national and European legislation regarding the fight against money laundering and terrorist financing, we are required to identify our clients and whenever applicable, their agent(s) and the beneficial owners of the clients and/or agents. Accordingly, we will request from the Client and will retain certain information and documentation for this purpose and/or make searches of appropriate databases. The Client undertakes to provide us with the requested information and to keep us informed on a timely basis of any changes regarding that information and documentation. If satisfactory information and documentation is not provided in response to our request within a reasonable period of time, there may be circumstances in which we are not able to provide or to continue to provide the Services.

Article 11 - Anti-Bribery and corruption

11.1. Parties undertake to comply with all relevant laws and regulations that proscribe, prohibit or penalize acts of bribery, corruption and related criminal acts or torts, in all their dealings and relations, whether in relation with this Agreement and the Services provided under this Agreement or otherwise, in whatever form and howsoever arising.

11.2. Parties will pass on the obligations under article 11.1 above to their representatives, employees and directors, and will ensure that third parties involved in the performance of the Agreement or in the performance of a project under this Agreement are contractually bound by the obligations in article 11.1 above.

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Article 12 - Duration, Termination, Suspension

12.1. Duration: The starting date and the duration of the Agreement are defined in the Engagement Letter and, to the extent applicable, in accordance with law or professional regulations.

12.2. Termination and suspension: The parties may decide to terminate or suspend the Agreement in the following circumstances and, for Assurance Engagements, to the extent not prohibited by law or professional regulations:

a) By mutual agreement.

b) Termination for Breach: each party may terminate the Agreement by written notice with immediate effect if another party commits a material breach of any term of the Agreement, which is irremediable or which, if remediable, is not remedied within 30 days of a written request to remedy the same (or, if it is not practical to remedy the breach within such period, where reasonable steps have not been taken within the 30 days towards remedying the breach).

c) Termination for Insolvency: each party may terminate the Agreement by written notice with immediate effect if another party is unable to pay its debts or has a receiver, administrator, administrative receiver or liquidator (or in each case, the equivalent in another jurisdiction) appointed or calls a meeting of its creditors or ceases for any reason to carry on business or if, in the reasonable opinion of the party wishing to terminate, any of these events appears likely.

d) Termination for Regulatory Reasons: we may terminate the Agreement at any time by written notice with immediate effect if we reasonably believe that its performance, or any aspect of it, results, or might result, in us or any entity of the KPMG Network, breaching any legal, regulatory, ethical or independence requirement in any jurisdiction. Notwithstanding the above, we may either suspend the Agreement or seek to agree variations to it in order to avoid such breach.

e) Suspension: any party may suspend the Agreement by giving written notice to the other party (i) when circumstances exist in relation to any other party to the Agreement which, in the reasonable opinion of the suspending party, materially adversely affect either the basis on which the Agreement was entered into or the suspending party's performance of its obligations; or (ii) where the suspending party reasonably believes that performance of the Agreement or any part of it results, or might result, in a party or any of its related entities breaching any legal, regulatory, ethical or independence requirement in any jurisdiction.

If, following suspension of the Agreement, we agree to resume performance of the Services, the parties will first agree any changes to the Agreement that may be necessary as a result of its suspension, including fees, expenses and timetable.

If a period of suspension pursuant to this paragraph exceeds 30 days, any party may terminate the Agreement with immediate effect by written notice to the others.

Taking into account the specificity of the Agreement, the application of the provisions of article 5.90, 2nd alinea, article 5.97 'Right to price reduction', article 5.98 in conjunction with 5.239, §2 of the Civil Code is expressly excluded.

Article 13 - Compensation in case of Termination

Except as otherwise provided by law or professional regulations, if the Agreement is terminated before we are able to complete our performance of the Services, the following shall apply:

13.1. If the termination of the Agreement by written notice is at the Client's initiative without grounds for which we are responsible, we shall remain entitled to the full amount of the agreed fees, without prejudice to our right to seek compensation from the Client for any losses sustained. Such compensation may only be claimed if the termination is of an untimely or abusive nature.

13.2. If the termination of the Agreement by written notice is at the Client's initiative on grounds for which we are responsible, we shall remain entitled to receive that portion of the fee corresponding to the portion of the Services rendered up to the date of termination, without prejudice to the right of the Client to seek compensation from us in accordance with the stipulations and within the specified limits of article 14 below.

13.3. If the termination of the Agreement by written notice is at our initiative without grounds for which the Client is responsible, we shall remain entitled to receive that portion of fee corresponding to the portion of the Services rendered up to the date of termination, and without prejudice to the right of the Client to seek compensation from us in accordance with the stipulations and within the specified limits of article 14 below. Such compensation may only be claimed if the termination is of an untimely or abusive nature.

13.4. If the termination of the Agreement by written notice is at our initiative on grounds for which the Client is responsible, we shall remain entitled to the full amount of the agreed fees, without prejudice to our right to seek compensation from the Client for any losses sustained.

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Article 14 - Limitation of liability

14.1. The parties exclude all extra-contractual liability towards each other and towards their auxiliaries for damage caused by the non-performance of a contractual obligation. This article is without prejudice to legal provisions of public order or mandatory provisions. In accordance with Article 6.3. §2 of the Civil Code, the auxiliaries may invoke the clauses of this article as third party beneficiaries. Auxiliaries shall mean: Any natural or legal person entrusted by the debtor of a contractual obligation with the total or partial performance of this obligation throughout the contractual chain.

14.2. We will provide the Services with due care and in accordance with applicable professional standards and legal requirements. Except as otherwise provided by law or professional regulations, the Services we agree to provide shall be on a "best efforts" basis ("*obligation de moyen"/ "middelenverbintenis*") and not on a performance basis ("*obligation de résultat"/ "resultaatsverbintenis*"),

14.3. Our total liability, for damage in connection with the Agreement is limited as follows:

a) Our total liability for all Assurance Engagements as defined in article 1.1 above under this Agreement, is limited to the amount specified in article 24 of the Law. This limitation will not apply in the event KPMG's liability is caused by KPMG's fraud or wilful misconduct ("bedrieglijk opzet of met het oogmerk om te schaden"/ "infraction commise avec une intention frauduleuse ou à dessein de nuire");

b) Our aggregate liability (whether in contract, tort or otherwise) towards the Client and Other Beneficiaries for all Other Engagements under this Agreement is limited to 2 (two) times the fees agreed for such Other Engagements. This limitation shall not apply if KPMG's liability results from an error committed with fraudulent intent or wilful misconduct. Consequently, this limitation expressly applies to any liability arising from all other errors for which we are liable..

c) Where it appears that two or more cases of damage result from the same fault committed by us, they will be deemed to constitute one single liability event, and therefore our liability thereon, will be limited to the highest relevant individual liability amount under any of the relevant engagements or agreements.

d) Unless otherwise mandatory provided by law, in no event will we be liable for damage in respect of (a) loss of profit, goodwill, business opportunity or anticipated savings or benefits, (b) loss or corruption of data or (c) indirect or consequential loss or damage.

14.4. 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.

14.5. Unless otherwise mandatory provided by law, the Agreement 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 Agreement 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 Agreement shall be excluded. No KPMG Person is deemed to be a third party for the purposes of this clause.

14.6. The provisions of these General Terms and Conditions and the accompanying proposal or Engagement Letter shall only apply to the extent that they are not prohibited by a mandatory provision of applicable law, regulation or professional standards. If any of the provisions of these General Terms and Conditions or the accompanying proposal or Engagement Letter are determined to be invalid, void or unenforceable, the remaining provisions of these General Terms and Conditions or the accompanying proposal or Engagement Letter, as the case may be, shall not be affected, impaired or invalidated, and each such provision shall remain valid and in effect and be enforceable and binding on the parties to the fullest extent permitted by law.

Article 15 - Liability process

15.1. Unless otherwise provided by law, any claim arising out of or in connection with this Agreement can only validly be brought against us within three years of the act or omission that is invoked against us.

The term shall begin on the date when the first alleged error was made that gave rise to the claim in question. For the purposes of this clause a claim shall be made when court or other dispute resolution proceedings are commenced.

15.2. In the case of Other Engagements, as defined in article 1.2 above, the Client undertakes to indemnify and hold us harmless from any action (whether in contract, tort or otherwise) for negligence initiated or judgment obtained by a third party for damages in connection with the Agreement, interest and costs (including legal fees), except where the judgment is the direct and immediate result of our intentional fault ("*faute intentionnelle"/ "opzettelijke fout*") or fraud.

15.3. Subject always to the aggregate limitation on our liability in article 14 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.

15.4. We solely will be responsible for the performance of the Services. The Client therefore agrees that it will not bring any claim or proceeding in respect of or in connection with this Agreement, whether in contract, tort, or otherwise, against our shareholders ("partners"), directors, employees, agents, self-employed collaborators, both individually and jointly, together with any other member firm that forms part of the KPMG Network and each and all of its shareholders ("partners"), directors, employees, self-employed collaborators and agents, both individually and jointly or any other person that may qualify as an auxiliary within the meaning of art. 14.1 (excluding third-parties whom we might involve in the performance of the Services). The foregoing exclusion is without prejudice to legal provisions of public policy or mandatory provisions.

15.5. With regard to clause 14.3.b) 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 clause 14.3.b) of our General Terms and Conditions, cannot be enforced against such Other Beneficiaries.

Article 16 - Detection of fraud, error and non-compliance with laws and regulations

The responsibility for safeguarding the assets of the Client and for the prevention and detection of fraud, error and non-compliance with laws and regulations rests with the Client. Accordingly, we will not be liable (whether in contract, tort or otherwise) for damage arising in any way from, or in connection with, fraudulent or negligent acts or omissions, misrepresentations, or defaults whether on the Client's part, on the part of its representatives, employees, directors, contractors or agents, on the part of any of its related entities and their representatives, employees, directors, contractors or agents, or on the part of any third party. However, where applicable law or regulations, the applicable professional standards or the Engagement Letter require us to do so, we shall endeavour to plan our work so that we have a reasonable expectation of detecting material misstatements in the Client's financial statements or accounting records (including any material misstatements resulting from fraud, error or non-compliance with laws or regulations), although our work should not be relied upon to disclose all such material misstatements or frauds, errors or instances of non-compliance as may exist.

Article 17 - Use of our Results of the Services

17.1. Except as otherwise provided by law:

a) all reports, memoranda, letters and other documents in which we transmit conclusions, advice or other information to the Client in connection with the Services ("the Result"/ "Results of the Services") are intended for the Client's sole benefit and use, for the sole purpose set out in the Engagement Letter. We will not necessarily plan or conduct our work in contemplation of reliance by any third party or with regard to any specific transaction, so that items of possible interest to a third party will not be addressed specifically, and there may be matters that would be assessed differently by a third party, possibly in connection with a specific transaction;

b) the Results of the Services should not be provided to any other party or used for any other purpose without our prior written consent, which may be subject to terms or conditions. The Client undertakes to (i) inform us on the date of signature of the Engagement Letter, or as soon as possible thereafter, if the Client plans to provide the Results of the Services to, or allow them to be used by, a third party, and (ii) request our prior written consent to do so;

c) we will not assume any duty of care or liability (whether in contract, tort or otherwise) to any third party into whose hands the Results of the Services may come;

17.2. The Results of the Services do not constitute the only factor to be taken into account by the Client when deciding whether or not to proceed with a specific course of action, and it is the Client's decision alone as to whether or not to proceed.

17.3. The Client may wish to include our Result of the Services in an offering document proposed to be filed in accordance with applicable Belgian securities regulations or in some other securities offering. The Client agrees that our Result of the Services, or reference to it or to us, will not be included in any such offering document without our prior written consent. Any agreement to perform work in connection with an offering, including an agreement to provide such consent, will be a separate engagement and subject to a separate agreement.

17.4. If the Client intends to publish or reproduce our Result of the Services, in printed form or electronically (e.g., on an Internet

Web Site), or to otherwise make reference to us in a document that contains other information, the Client agrees to (a) provide us with a draft of such document to read, and (b) obtain our written consent for inclusion of our Result of the Services before the document is finalised and distributed. Where the Result of the Services to be reproduced, in any medium, relates to the financial statements, the latter will need to be produced completely, including the notes, at the same time as our Result of the Services. The present clause does not apply to publications which are made mandatory by law.

The Client shall retain responsibility for the controls over and the security of its website. Our work shall not extend to any consideration or examination of such matters, which shall be beyond the scope of the Services.

Article 18 - Amendment or withdrawal of a Result of the Services

18.1. In exceptional circumstances, we may decide to amend or withdraw a Result of the Services when, in our professional judgement, it is appropriate to do so, for example, when facts or circumstances, unknown at the time we issued the Result of the Services, come to our attention. This right of amendment or withdrawal shall also apply at any time when we subsequently discover omissions or inaccuracies in the Result of the Services that might affect its content.

18.2. In any event, we may only exercise the right to amend or withdraw a Result of the Services after having notified the Client. Once amended or withdrawn, the original Result of the Services may no longer be used by the Client. If the Client has already used the report with regard to third parties, the Client shall disclose the amendment or withdrawal of the Result of the Services to the same parties and in the same manner as for the distribution of the original Result of the Services.

18.3. In no event shall such right be construed as an obligation for us to amend or withdraw a Result of the Services.

Article 19 - Our shareholders, directors, self-employed collaborators and employees ("our Professional Staff")

19.1. During the whole term of the Agreement and for a period of twelve months as from the termination thereof, regardless of the reason for termination, the Client will not, directly or indirectly, solicit, recruit, employ, hire or engage (or assist anyone in soliciting, recruiting, employing, hiring or engaging) y any member of our Professional Staff or let such 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 EUR 50.000 (non-management Professional Staff) and EUR 100.000 (from management level Professional Staff), 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.

19.2. With regard to engagements where Belgian and/or foreign independence rules are applicable, there may be more severe restrictions on senior audit-team members subsequently being employed by the Client. The Client will keep us informed of any plans to solicit, recruit, employ, hire or engage any member of the audit team.

19.3. 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 the effective execution of the Services, including the practical modalities with regard to organisation, or 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.

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.

Article 20 - Remote access, electronic data transmission, technologies and e-signatures

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 our 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.

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 the Results of the Services). By approving this method of communication, You accept the inherent risks of those media. You confirm to perform the necessary malware scans.

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 that they will not be used

for generating without human intervention decision that may produce legal effects concerning or significantly affecting the Client.

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 Agreement 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 Agreement,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 Agreement.

Article 21 - Independent Contractor

In providing the Services, we are acting only as an independent contractor. Unless otherwise explicitly provided by the Engagement Letter, we do not undertake to perform any of the Client's obligations, whether regulatory or contractual, or to assume any responsibility for its business or operations.

Article 22 - Force Majeure

In the case of Other Engagements as defined in article 1.2 above 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 Engagement Letter 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 "circumstances beyond the Client's or our reasonable control" : accidents, war, terrorist attacks, strikes, lock-outs, riots, fire, earthquakes, natural disasters, pandemics (expressly including Covid-19), epidemics, government decisions, explosions, systems-, Internet- or telecommunications breakdowns, any advice, warning or prohibition by any appropriate local, national or supra-national authority or foreign office, or our management relating for instance to travel to, visiting or working in any country or territory. This list is non-exhaustive. If the timely performance by a party of its obligations under this Engagement Letter is materially affected or may become impossible or impracticable by "circumstances beyond the Client's or our reasonable control", such party will reasonably inform the other party and the time for performance of such obligations shall be extended by such period as is reasonable in the circumstances. Without prejudice to the provisions of article 12 above, if any circumstances continue such that a party is unable to fulfil its obligations for a continuous period of 30 days, a party will have the right to terminate the Agreement by giving 15 days' notice in writing any time after that 30-day period.

Article 23 - Change of circumstances ("impreviesieleer"/ "théorie d'imprévision")

The provisions of article 5.74 of the Civil Code 'Change of circumstances' do not apply to the Agreement and are expressly excluded.

Article 24 - Waiver

No waiver of any term or condition of the Agreement will be effective unless made in writing and signed by the waiving party.

Article 25 - Amendment

The Agreement sets out the entire agreement and understanding between us in connection with the Services. Any amendment of the Agreement will not be effective unless agreed in writing and signed by each party. Until a change is agreed in writing, each party will continue to act in accordance with the latest agreed version of the Agreement. In the event of any inconsistency between the Engagement Letter and any other elements of the Agreement, the Engagement Letter shall prevail.

The terms of the Agreement shall apply to all work carried out by us prior to the date of countersignature of the Engagement Letter.

Appendix 1
General Terms and Conditions - KPMG Bedrijfsrevisoren BV/SRL - KPMG Réviseurs d'Entreprises BV/SRL

Article 26 - Validity of contract provisions

26.1. No provision of the Agreement may have as its object, purpose or consequence the infringement of any provision of mandatory law.

26.2. If any provision of the Agreement is held to be invalid or unenforceable, in whole or in part, such provision (or relevant part, as the case may be) shall be deemed not to form part of the Agreement. In any event, the validity and the enforceability of the remainder of the Agreement will not be affected.

26.3. Parties will moreover immediately enter into negotiations in good faith to replace, if needed, as from the start of the Agreement, the provision so held invalid or unenforceable, by another valid and enforceable provision, with the closest possible legal consequences as those of the provision held to be invalid or unenforceable.

Article 27 - Independence

To the extent required to enable us to meet our obligations under applicable independence regulations in a particular engagement, the Client will ensure that we have an up-to-date list at all times of all its related entities, both Belgian and foreign, will institute procedures to require pre-approval of all services to be provided by the entities of the KPMG Network to any of those related entities and will inform us of any circumstances that may compromise our independence.

Article 28 - Transfer, assignment

Without prejudice to the effects that the law attaches to the transfer of all assets and liabilities or a branch of activities, to mergers, demergers and similar operations, no party may assign, transfer, charge or otherwise seek to deal in any of its rights or obligations under this Agreement without the prior written consent of the other parties to the Agreement. This injunction does not apply however to the transfer of debt claims arising from the Agreement by KPMG in the context of credit transactions or factoring.

Article 29 - Capacity

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

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

Article 30 - Applicable law and competent jurisdiction

30.1. This Agreement 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.

30.2. Should any dispute arise in connection with the Agreement 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.

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