



GENERAL TERMS – SEC AUDIT CLIENT

DEFINITIONS

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

KPMG or we (or derivatives): KPMG Tax, Legal & Accountancy BV/SRL having its seat at 1930 Zaventem, Luchthaven Brussel Nationaal 1K, with corporate registration number 0444.333.739.

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

Engagement Letter: a letter recording the engagement and enclosing these General Terms.

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 Tax, Legal & Accountancy BV/SRL, our shareholders, members of the Board of Directors, employees, collaborators (self-employed or not), both individually and jointly, together with any other member firm that forms part of the KPMG Network and each and all of its shareholders, members of the Board of Directors, employees, agents, collaborators (self-employed or not) 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.

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.

Party(ies): KPMG Tax, Legal & Accountancy BV/SRL or/and the Client.

Barriers: shall mean safeguards which may be available to us to facilitate the protection of clients’ interests, including, for example, use of separate engagement teams, their geographical and operational separation and/or access controls and limitations to data, computer servers and electronic mail systems.

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

Services Contract: these General Terms and the Engagement Letter, together with any documents to which specific reference is made in the Engagement Letter.

KPMG Web platform - a tool which is made available by KPMG to the Client and which gives access to authorized users at the Client to a virtual datacenter intended for information sharing with regard to the performance of the Services.

Authorized Users - persons that were authorized by Client to gain access to the KPMG Web platform on behalf of the client.

Article 1: SCOPE

These General Terms apply to all professional relationships between KPMG and its Client, notwithstanding any Client’s general terms even if more recent, unless explicitly accepted, totally or partially, in writing by KPMG. Any amendments to KPMG’s General Terms are only possible to the extent they have been explicitly agreed in writing and signed by an authorized representative of each contracting Party. The Services Contract sets out the entire agreement and understanding between the Parties, with respect to the obligations of KPMG, in connection with the Services and, supersedes all arrangements and understandings previously agreed by them either in writing, or orally, or tacitly.

Article 2: FORMATION OF THE SERVICES CONTRACT

The Services Contract between KPMG and the Client is deemed to have been entered into either when KPMG receives the Engagement Letter, duly signed by the Client, or at the moment KPMG starts to perform any Services upon request of the Client, if this takes place at an earlier moment. As long as KPMG does not receive any Engagement Letter duly signed by the Client, all professional relationships between KPMG and the Client 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 the Client either by letter, telefax, email or if by hand, against acknowledgement of receipt.

Article 3: INFORMATION SUPPLIED BY THE CLIENT TO KPMG

To enable KPMG to perform the Services, the Client shall provide it in due time with assistance as well as with correct, complete and reliable data and documents, even if such information originates from third parties. This undertaking is applicable irrespective if the Client makes such data and documents available to KPMG in so called ‘hard-copy’ format or through the KPMG Web platform.

Unless explicitly specified in writing, KPMG will not verify the data and documents it has been provided with by the Client. KPMG may claim additional fees and/or outlays resulting from any delay in performing the Services, as a consequence of the Client having failed to comply with the provisions of this article 3.

The Client shall inform KPMG of any information or developments which may come to its notice and which might have a bearing on the Services.

In as much as possible, the client will provide KPMG with copies of all above-mentioned data and documents or shall communicate such data and documents through the KPMG



Web platform. The Client undertakes to keep the original data and documents and undertakes to keep them safe. If necessary for the performance of the Services, data and documents are provided in original by the Client to, the Client must keep a copy thereof.

KPMG may rely on any instructions or requests made or notices given or information supplied, whether orally or in writing, by any person whom it knows to be or reasonably believes to be authorized by the Client to communicate with it for such purposes.

KPMG may receive information from the Client or from other sources in the course of delivering the Services. KPMG shall not be liable for any loss or damage suffered by the Client arising from fraud, misrepresentation, withholding of information relevant to the Services or other default relating to such information, whether on the Client's part or that of the other information sources, unless detection of such fraud, misrepresentation, withholding or such other default is evident to KPMG without further enquiry.

Article 4: PERFORMANCE OF THE ENGAGEMENT

KPMG decides how and by whom the Services will be performed. The Services shall be delivered with reasonable skill and care based on the information supplied to us. Where individuals to be involved in delivering the Services are named in the Engagement Letter, KPMG shall use reasonable endeavors to ensure that they are so involved.

KPMG may substitute those identified for others of equal or similar skills. Our employees are and remain in all respect employees of KPMG. We are responsible for the payment of the wages, social contributions, any contributions relating to any other social regulation and any other legal or other liabilities which we agreed upon with our staff or which the law obliges us to pay. If the Client gives instructions to our employees, such instructions must be expressly and specifically defined in the Services Contract and may not erode in any way KPMG's authority as an employer or, in case such instructions relate to welfare at work such instructions may not intervene in the existing agreements between KPMG and its employees, which are and remain an exclusive matter of KPMG. In case the Client wishes to involve third parties in the performance of the engagement, it may only do so after having agreed on this in writing with KPMG.

During the performance of the engagement, the approach, the working method or the scope of the engagement and/or of the work resulting thereof can be amended or expanded in mutual consultation. Should such an amendment or expansion result in additional work, KPMG will inform the Client accordingly and the related additional fees and outlays will be charged to the Client.

KPMG shall not be under any obligation 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 except where we have expressly agreed to provide such an update during the term of our engagement as a result of changes to e.g. law, regulation, jurisprudence or doctrine.

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.

Notwithstanding KPMG's duties and responsibilities in relation to the Services, the Client shall retain responsibility and accountability for:

- the management, conduct and operation of its business and its affairs;
- deciding on its use of, choosing to what extent it wishes to rely on, or implementing advice or other product of the Services supplied by KPMG;
- making any decision affecting the Services, any product of the Services, its interests or its affairs;
- the delivery, achievement or realization of any benefits directly or indirectly related to the Services, which require implementation by the Client.

The Client's management will designate a Project sponsor who has the requisite skills and competencies for overseeing the services being provided.

Unless otherwise explicitly agreed upon in writing, the performance of the engagement does not authorize KPMG to represent the Client. Such representation authority requires a specific power of attorney, in writing, to be given by the Client to one or several duly authorized representative(s) of KPMG, and accepted by the latter.

Article 5: ACCESS TO AND USE OF THE KPMG WEB PLATFORM

In the event that the Client gains access to the KPMG Web platform for its Authorized Users included in the Engagement Letter, the following applies:

The Client and its Authorized Users are only granted "read only" access, except in the case of customized management reporting. Hence, the Client and its Authorized Users can only upload data on the KPMG Web platform via a unique inbox upload system or via web scanning and can only consult such data without being entitled to change, adapt, or delete the data.

In the event that KPMG provides the Client with access to a customized management reporting tool the Client and its Authorized Users are solely responsible for the use of this tool and the data they enter in the customized management reporting tool. The Client acknowledges and accepts that KPMG does not warrant, nor can be held accountable for the use (data entry included) of this tool by the Client and its Authorized Users.

The Client acknowledges and accepts that it is the responsibility of the Client and its Authorized Users to take suitable steps to prevent that unauthorized users gain access to the KPMG Web platform, whereby, amongst other measures, they are to assume responsibility for maintaining the confidentiality of their login and password vis-à-vis each other and third parties and for not releasing such information to any such outside parties.

The data are non-transferable and shall not be used outside the organization of the Client and its Authorized Users. It shall be incumbent on the Client to prohibit the use of the KPMG Web platform by any (legal) person other than the Client and/or its Authorized Users and for any purposes other than those



specified within the context of the contracted Services. The Client is not entitled to assign or transfer rights and/or duties to third parties (including to any subsidiary company, parent company, stockholders, agents, representatives, or subcontractors) without prior written consent from KPMG. In the event of changes in the number of Authorized Users by the Client KPMG has the right to surcharge for the adjustment of the User rights.

It shall further be incumbent on the Client to ensure that the data be accurate, complete, and reliable, also in the case of information supplied by the Authorized Users, by third parties, or scrutinized by the Client himself. It shall be incumbent on the Client to invariably save and keep an original copy of all of the data, to make a back-up thereof at regular intervals, and to save and safeguard them by one or several secured venues.

The Client acknowledges and accepts that KPMG does not guarantee that the KPMG Web platform is virus-proof. The KPMG Web platform contains 'links' to other websites that are not property of KPMG. KPMG cannot be held responsible and/or liable for any and all loss(es) or damage(s) caused by any virus. We caution and strongly urge the Client and every Authorized User to use his/her own reliable, adequate and appropriate anti-virus protection system.

The Client undertakes, both on its own behalf and on behalf of its Authorized Users, to fully abide by the policy, the rules and regulations, and directives as established by KPMG with reference to security, technology, and risk management, as well as with reference to the use of the KPMG Web platform, such as will periodically be communicated in writing by KPMG to the Client. In the event that the Client finds himself not in agreement with the changed or new policy, the rules and regulations, and directives as stated, it shall be incumbent on him to inform KPMG without delay of its disagreement, at which time KPMG shall be entitled to rescind the Client's user right and that of its Authorized Users.

Furthermore, the Client agrees to inform KPMG without delay of any and all situations or actions which the Client suspects or knows might or could compromise the security of the KPMG Web platform, such as unauthorized access to the password and login ("Login Data") of an Authorized User.

The Client accepts that KPMG shall have full access to the KPMG Web platform and to all functionalities thereof. As such, the Client acknowledges that KPMG shall be entitled to consult, use, modify, adapt, or delete the data.

KPMG recognizes the importance of a permanent and effective control on the confidentiality of the information on the KPMG Web platform and, hence, has taken several measures to protect and secure such information against unauthorized access. The KPMG Web platform is configured in such a way that access to it requires a complex password to serve in the authentication of Authorized Users, that firewalls control the access to the system, and that data are exchanged in a secured (encrypted) fashion.

KPMG has taken reasonable steps to safeguard the continuity of the KPMG Web platform, but cannot guarantee that the KPMG Web platform is available at all times and is not interrupted or suspended.

The KPMG Web platform is accessible via a web browser. As is the case with all other internet applications, technical factors such as bandwidth, network configurations, and laptop browser settings may affect the speed and the accessibility of the KPMG Web platform.

In view of such considerations, KPMG cannot guarantee the Client and the Authorized Users constant availability of access to the KPMG Web platform at all times.

KPMG does not offer any guarantee(s) or warranty(s) related to the possible incompatibility with, disruption of, or damage to the computers of the Authorized Users caused as a result of the latter's browser settings and, furthermore, rejects any and all guarantee(s) with reference to the reliability of the operation and functioning of the Authorized Users' browser in combination with the KPMG Web platform. Certain risks are inherent in the transmission of data over the Internet and in the technical processes required for such transmissions.

KPMG reserves the right to suspend, restrict, block, remove, or de-activate access to the KPMG Web platform for any reason whatsoever (such as, but not limited to, maintenance, software adaptations, etc.), as well as in any and all instances where KPMG suspects, or has gained knowledge, that the Client or Authorized Users are not duly abiding by their undertakings and obligations, either failing wholly or performing unsatisfactorily or being late in their compliance, or in the event of unauthorized use of the Web platform by the Client or its Authorized Users.

The user right(s) granted to the Client and its Authorized Users shall remain valid for, and be restricted to, the duration of the Services only, unless explicitly agreed to otherwise.

On termination of the Services, or on termination of the business relationship, the Client's user right and the right of its Authorized Users to the KPMG Web platform shall be rescinded with immediate effect and without prior notice. In such event, KPMG shall be fully entitled to block, remove, or de-activate the Client's and its Authorized Users' access, as well as all related accounts.

In the event that the Client wholly or partially fails to abide by one of its undertakings and obligations with regard to the KPMG Web platform and, as a result thereof, legal action has been, or is about to be, instituted by a third party against KPMG, it shall be incumbent on the Client to hold KPMG harmless from all loss(es) and damage(s), expenditures and liabilities sustained by KPMG, resulting and forth flowing from, or related to, such failure and such action.

Article 6: ACCESS, USE OF EMAIL AND INFORMATION EXCHANGE

When we work physically at Your premises, You shall provide the necessary physical access, facilities and obtain the necessary permissions. KPMG is authorized to make use of Your local network and Your internet connection in order to connect to our KPMG IT- network (also called: "Remote Access via Internet"), during the performance of our Services. After connecting to Your network, we will establish a connection (e.g. a VPN connection), which will create a separate network from Your network. Although KPMG's use of Your network involves associated risks, we have taken appropriate security measures



(including a host firewall and anti-malware software), taking into account the state of the available technology, and the implementation costs, appropriate to the risks.

For the purpose of enabling us to retrieve Client documentation/information in connection with the delivery of our Services You may provide/grant 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 Leakage 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 KPMG harmless for any damages resulting from the use of Your systems.

KPMG is authorized to communicate with You via e-mail and any file sharing-,communication- and/or collaboration platform or tool we provide . By approving this method of communication, You accept the inherent risks of those media. You confirm that You will perform malware scans.

Article 7: CONFIDENTIALITY

KPMG shall treat all information provided to it either prior to or in the course of delivering the Services as confidential according to the legal and professional confidentiality standards applicable to Belgian tax advisors and accountants.

This clause shall not prohibit KPMG's disclosure of information if it is so required or permitted pursuant to legal or professional regulations, e.g., in disciplinary, civil or criminal proceedings.

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, 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).

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 outside Belgium.

Client acknowledges that supply of cross-border services may fall within the scope of the law dated 20 December 2019 transposing Council Directive (EU) 2018/822 of 25 May 2018 amending Directive 2011/16/EU as regards to mandatory automatic exchange of information in the field of taxation in relation to reportable cross-border arrangements (hereafter DAC 6).

Under DAC 6, as of 1 July 2020, each intermediary involved in the advice or implementation of cross-border arrangements may be required to report such arrangements to the Tax Authorities.

Although the reporting obligation takes effect on 1 January 2021, this obligation applies retroactively to certain cross-border arrangements since 25 June 2018.

However, an exemption from this legal obligation to report could apply where the intermediary, such as KPMG, is bound by a legal professional privilege. In such event and to the greatest extent possible, KPMG will inform the Client, KPMG persons and other known intermediaries who would be involved in the provision of Services.

If it appears that KPMG or possibly other KPMG persons who are involved in the provision of services cannot make the declaration due to legal professional privilege, and in addition, no other intermediary of which we are aware makes this declaration, KPMG will inform the Client and the Client itself will have to declare the reportable cross-border arrangements. If necessary, the Client may mandate KPMG to make this declaration on behalf of the Client. The arrangements to cover this additional service will then need to be agreed upon.

You acknowledge and agree that any product of the Services released to you in any form or medium shall be supplied by us on the basis that it is for your benefit and use only. You agree that, if you refer or disclose in whole or in part any product of the Services to any third party, you will notify such third party in writing as follows: that our product of the Services for you, has been supplied to you for your sole benefit and use based on your specific facts and circumstances and pursuant to the terms of this Services Contract; that it is not intended to be, and may not be, relied on by any other person and that to the fullest extent permissible by law we accept no responsibility or liability to that party in connection with the Services.

Article 8: INTELLECTUAL PROPERTY

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, all KPMG Persons are authorized to use, develop and share with each other knowledge, experience and skills gained through performing the Services.



Every and all copyright(s) and all other intellectual property right(s) and every and all similar rights on the KPMG Web platform shall be and will remain the exclusive property of KPMG or its licensor(s). The Client is not authorized to grant or sell licenses with regard to KPMG Web platform or make any other profitable use of the KPMG Web platform. The Client is not authorized to decompile or disassemble KPMG Web platform nor to subject it to reverse engineering, to change it in any way or to break in or gain access to areas of the KPMG Web platform for which KPMG did not grant access.

Article 9: PROHIBITION OF HIRING OF KPMG'S EMPLOYEES

During the whole term of the Services Contract, and for a period of 12 months as from the termination thereof, regardless of the reason of the termination, the Client shall not engage any member of the staff or independent worker of KPMG, directly or indirectly involved in the execution of the Services, or let him/her carry out activities beyond the framework of the agreement between KPMG and the Client, unless prior agreement has been obtained in writing from KPMG.

Any infringement of this prohibition shall result in the payment of a once-only compensation of 50.000 €.

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.

Article 10: OUR CHARGES

KPMG shall render invoices in respect of the Services comprising fees, outlays and taxes (our charges) thereon (where appropriate) (hereafter "Invoices" or "Invoice"). Our charges and any special payment terms shall be set out in the Engagement Letter.

Unless otherwise explicitly agreed upon in writing, fees shall be based on the degree of responsibility of the persons involved in delivering the Services, their skill and time spent in performing the Services as well as the nature and complexity of the latter. Outlays will include both directly incurred costs, including expenses incurred with third parties, and an amount that may be determined as a percentage of the fees, to cover incidental expenses, which are not charged directly to the engagement.

Our Invoices may differ from estimates or quotations that may have been supplied, for example where additional fees and outlays arise from any delay as a result of failure to supply information required to enable KPMG TAX to perform the Services.

KPMG may issue provisions relating to our charges ("voorschotten/ acomptes") to the Client and may suspend the beginning or the continuation of the Services as long as such provisions are not paid.

Where KPMG is required or requested to provide information in respect of the Client pursuant to a regulatory request, requirement or through any form of legal proceedings, the Client agrees to reimburse KPMG for the costs (including fees and costs of our legal advisers) KPMG and its personnel incur in relation to such requirement, request or proceeding, where

KPMG's actions were not also the subject of such requirement, request or proceeding.

Article 11: PAYMENT AND PAYMENT TERMS

Invoices are payable by the Client upon receipt without any right of deduction or set-off, unless explicitly agreed in writing to the contrary or unless mandatory legal payment terms apply.

The date of receipt of the Invoice is fixed at the first day, following the date mentioned on the Invoice.

Unless otherwise explicitly agreed upon in writing, any payments by the Client are to be made in Euros.

In case of default, KPMG is entitled to charge interest on any outstanding balances at the interest rate fixed by Ministerial Decree, pursuant to article 5 of the Law of August 2, 2002 aiming at decreasing payment arrears.

By virtue of the law referred to above, any overdue payment will also entitle KPMG, without issuing any default notice, to claim damages for all recovery outlays incurred, which will amount to 15 % of the Invoice except if KPMG can prove that higher damages have been incurred.

Non-payment of an Invoice by the expiry date entails the immediate collectability of all outstanding invoices, even the non-due invoices, without us having to take into account previously authorized payment conditions.

If the Services Contract is terminated or suspended, KPMG TAX AND LEGAL ADVISERS shall be entitled to payment for outlays incurred to that time and to payment of fees for work done, plus taxes thereon (where appropriate). The fees for work done shall in this event be calculated by reference to the parameters referred to in article 10 of these General Terms, applicable at the time of performance of our Services.

Where there is more than one addressee of the Engagement Letter, unless provision is made in the Engagement Letter for payment of our charges (and our Invoices pertaining thereto) by one of the addressees or by a third party, all of the addressees shall each be fully jointly and severally liable to pay our Invoices, as well as any related interest and damages.

Article 12: KNOWLEDGE AND CONFLICTS

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.

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.

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"). 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.

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 and You have informed us hereof, 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 confidential relationship of trust with You.

Article 13: LIMITATION OF LIABILITY

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

13.1 To the fullest extent permitted by applicable law the aggregate liability of all KPMG Persons towards Client,

- a) arising in any way and on any basis, and irrespective of its legal basis,
- b) for any damage arising from or in connection with the Services Contract,
- c) regardless of the cause of loss or damage, including negligence and serious fault ("*zware fout/faute grave*"),

is limited to an amount of 3 (three) times the fees agreed with KPMG in accordance with the terms of the Services Contract. However, if the Services Contract is a framework agreement under which Services have to be supplied upon demand, and damages arising from or in connection with such a specific Service, our aggregate liability, as defined above, will be limited to an amount of 3 (three) times the fees charged by KPMG for such a specific Service.

However, if the Services relate to monthly, quarterly or yearly periodical activities, our aggregate liability, as defined above, will be limited to an amount of 3 (three) times the fees charged by KPMG for the periodical activities executed over the last year.

The limitation of liability set out above is not applicable in the event that KPMG has committed a fault with fraudulent intent ("*bedrieglijk opzet/ intention frauduleuse*") or willful misconduct ("*met het oogmerk om te schaden/ à des fins de nuire*"). Unless otherwise mandatory provided by law, KPMG Persons cannot 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.

This article 13 does not prejudice in any way the exclusion and limitation of our liability with respect to KPMG Web platform as described in article 5.

Where there is more than one addressee indicated in the Engagement Letter, the limitation on our liability agreed under

this article to each addressee shall be apportioned by them amongst them. No addressee 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 limitation amount apportioned to any addressee is unreasonably low.

13.2 Article 13.1 is not applicable when KPMG renders a Service consisting out of an engagement that by or in accordance with the law is assigned to a statutory auditor ("*commissaris/commissaire*"), or in the absence of a statutory auditor, to an auditor ("*bedrijfsrevisor/réviseur d'entreprises*") or an accountant. In such case the aggregate liability for all KPMG Persons is limited to the amount specified in article 24 of 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 organization de la profession et de la supervision des réviseurs d'entreprises*').

Article 14: SUSPENSION AND TERMINATION

If the Client is in breach of either executing or fulfilling correctly and/or in due time any of its obligations, KPMG is entitled to suspend the performance of the Services until the Client will have fully complied with its obligations. KPMG is also entitled to suspend the performance of the Services if, for any other engagement contracted with KPMG, the Client either has not executed, or has executed its obligations partially, incorrectly or with delay.

Either party can terminate the Service Contract by registered letter subject to a notice period of 3 (three) months. The notice period starts on the first day of the month following the month in which the said registered letter was sent.

In the event of immediate termination by the Client without observing the notice period, KPMG's accounting activities will be terminated immediately, for which event KPMG cannot be held liable, and the Client shall pay a compensation to KPMG which is equal to 3/12 of the invoicing for the 12 months prior to the month in which the notice was given.

Client is entitled to terminate the Services Contract immediately without observance of any notice term and without payment of any compensation to KPMG, if:

- KPMG fails seriously in the performance of their obligations;
- in case of composition, bankruptcy, winding-up or liquidation of KPMG.

KPMG is entitled to terminate the Services Contract immediately without notice term, without payment of any compensation and without any prior judicial intervention, in any of the following cases:

- if the Client commits a breach of contract, such as, but not limited to, the provision of incorrect or incomplete information, late provision of necessary information to KPMG, the absence of payment of our charges or the non-respect of the undertakings with regard to KPMG Web platform;



- if KPMG is no longer allowed to provide the Client with accounting services as a result of mandatory rules such as, but not limited to, legislation relating to the independence of the network of the auditor;
- if KPMG has serious reasons to believe that the Client will fail to observe the agreement in the future, such as, but not limited to, a Client's request for extension of payment, bankruptcy, winding-up or liquidation of the Client.

KPMG will under all circumstances remain entitled to the payment of the charges relating to work done and of the Invoices for the Services performed, as set out in article 11 of these General Terms.

Article 15: INDEMNIFICATION

You shall indemnify us and hold us harmless against any loss, damage, expense or liability incurred by us as result of, arising from or in connection with the following circumstances:

- Any breach by you of your obligations under the Services Contract and any claim made or threatened by a third party which results from or arises from or is connected with any such breach, or

Any disclosure, in whole or in part, by you of the product of the Services to a third party made without the notification set out in article 7 above with respect to the sole benefit and use of the product of the Services, unless we have agreed with such a third party to accept responsibility and liability to that third party in respect of the Services and the product disclosed to them by you.

Article 16: DISPUTES

Any complaint related to the Services performed or to our Invoices must be communicated in writing to KPMG, either within 30 days as from the sending date, by KPMG, of the information and/or documents disputed by the Client, or within 30 days upon discovery of the mistake, provided that the Client demonstrates that such mistake could not have been discovered earlier.

Any such dispute does not suspend the Client's payment obligations.

If a complaint is considered to be well-founded, KPMG may decide, at its sole discretion:

- either to adjust the amount of the charges invoiced, or
- to correct, free of any charge, the Services performed, or
- to perform again the Services disputed by the Client, or
- to cancel, totally or partially, the engagement with a proportional refund of the charges paid by the Client.

Unless explicitly otherwise agreed upon in writing, the period during which any complaint can be made by the Client against KPMG expires one year as from the moment the client knew of the facts giving rise to said complaint, or should reasonably have known thereof.

Article 17: FORCE MAJEURE

Neither of us shall be in breach of our contractual obligations nor shall either of us incur any liability to the other if we or You are unable to comply with the Services Contract as a result of any circumstances beyond our or Your reasonable control ("Force majeure"). The condition of "unforeseeability" ("onvoorzienbaarheid"/"imprévisibilité") of the Belgian Civil Code is hereby expressly excluded.

The following circumstances or events shall be considered as "circumstances beyond Your or our control": accidents, war, 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.

Article 18: 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.



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 view of compliance and regulatory requirements (amongst others anti-money laundering legislation), risk management and quality control 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.

Article 19: SEVERABILITY

Each clause or term of the Services Contract constitutes a separate and independent provision. If any court or authority of competent jurisdiction judges any of the provisions of the Services Contract to be void or unenforceable, the remaining provisions shall continue in full force and effect. 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).

Article 20: WAIVER

Any failure by KPMG to enforce one of its rights or prerogatives under the Services Contract, or any failure by KPMG to react to a default or breach by the client of all or any parts of the provisions of the Services Contract shall not constitute a waiver by KPMG of any of its rights there under.

Article 21: APPLICABLE LAW AND DISPUTE RESOLUTION

Solely Belgian law will govern the professional relationships between the Parties to which these General Terms apply.

All disputes related thereto will be submitted exclusively to the courts within the judicial area in which KPMG has its seat.