

CONTRACTUAL FRAMEWORK FOR AUDIT SERVICES

Together with the Engagement Letter, these General Terms and Conditions constitute the entirety of the agreement between the parties ('the Agreement').

All terms used in the Engagement Letter have the same meaning as in these General Terms and Conditions, and vice versa. In the event of any discrepancy between the Engagement Letter and these General Terms and Conditions, the latter will prevail, except where modified by the Engagement Letter with specific reference to the relevant clause of the General Terms and Conditions.

'We' means 'CDP PARTNERS Réviseurs d'Entreprises', and references to 'we' or 'us' in these General Terms and Conditions will be construed accordingly. References in these General Terms and Conditions to 'the Client' mean any and all parties to the Agreement, other than us.

References in these General Terms and Conditions to the 'Law' mean the Law of 7 December 2016 organising the profession and the public supervision of registered auditors.

ARTICLE 1 – SCOPE OF THE GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all the services we provide, as specified in the Engagement Letter ('the Services'), and with reference to one of the following categories:

1.1. Assurance Engagements, i.e. engagements assigned to us in accordance with or by virtue of any law or similar regulation in which we perform procedures of an audit nature, including limited reviews, of financial information. These include but are not limited to engagements assigned to us as a natural extension of our function as statutory auditor, as a matter of professional practice or with reference to our function as auditor in a foreign legal system. Among other things they include engagements assigned to us on the basis of the knowledge of an entity that we have acquired in such a function, such as engagements relating to the issuing of group consolidation reporting forms, comfort letters, reports on forecast or pro-forma 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, i.e. 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 Other Engagements are not designed to provide any assurance on financial information, they will be carried out on the basis of information and explanations provided by the Client, the accuracy of which we will not seek to verify except to the extent required by applicable professional standards or provided for by the Engagement Letter.

ARTICLE 2 – LIMITATION OF OBLIGATION

2.1 We are under no obligation to:

- ensure that the Services have been performed in compliance with the laws of a foreign jurisdiction; or
- 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, employment and competition law, unless Belgian law specifically requires us to report on such compliance; or
- 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 legal or regulatory changes or to inform the Client of the potential consequences of such changes for it.

2.3 We will 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 In the absence of a stipulation to the contrary in the law or the professional standards, we will not bear any responsibility for the effect on our report of any events occurring after the date on which our report is issued, and we will be under no obligation whatsoever to update the said report.

ARTICLE 3 – BINDING CHARACTER

3.1 We will only be bound by the final version of our reports, conclusions and opinions as submitted to the Client in writing and signed by a duly authorised person.

3.2 Draft documents, whether communicated electronically or in writing, and oral advice will not constitute our definitive reports, conclusions and opinions. We will accept no liability for the content or use of any such draft documents or oral advice, except where their content is confirmed subsequently in a definitive signed letter or report.

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 our systems, methodologies, software and know-how. We will also retain all copyright and other intellectual property rights in all reports, deliverables, written opinions, working papers, files or other documents provided to the Client in the context of the engagement, including electronic documents and files.

ARTICLE 5 – RETENTION OF WORKING DOCUMENTS

Our working documents will remain our property during the work. On completion of the Services, we will retain all related documents and files for the legally stipulated period for the type of Services covered by the Engagement Letter. At the end of this period, in the absence of

separate written arrangements to the contrary, we may destroy them without informing the Client beforehand.

ARTICLE 6 – CLIENT’S INFORMATION OBLIGATIONS

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 are complete, accurate and not misleading. Where information or explanations are based on assumptions, the Client will provide us with the relevant details of these. The Client is responsible for informing us immediately if there are any changes to the information or explanations provided, if they can no longer be relied on or if the assumptions previously presented are no longer appropriate.

6.2 When the Client uses or provides us with third-party information or documentation, it will ensure that it has the necessary agreements in place with these third parties to enable us to perform the Services. The Client will be responsible for relations with such third parties, for the quality of their input and work and for the payment of their fees. Unless required by law, professional rules or the Engagement Letter, we will not check the accuracy of the information or documentation 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 qualifications in any report we are required to issue under the Agreement. Ultimately, in the absence of any provision to the contrary in the law or professional standards, 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 will be determined in accordance with Article 13.4 below.

ARTICLE 7 – FEES AND BILLING

7.1. Our fees are calculated on the basis of the time spent by our partners, managers, employees and appointees or on a flat-rate basis, according to 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 accounting 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 the availability and cooperation of management, accounting staff and, when deemed necessary, other operational staff.

Should the circumstances of the engagement prove inconsistent with the assumptions underlying our fee estimates, or if other matters beyond our control require additional effort on our part, over and above that on which our estimated fees are based, we may adjust our fees, even if they are on a

flat-rate basis, if necessary in accordance with the mandatory procedure provided for by the applicable law. In addition, the deadlines for finalising the engagement may in this case be revised.

7.2. In connection with our services, the Belgian law on professional secrecy will apply to the production of our documents or the hearing of our staff as witnesses. However, in the event that 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 as witnesses, the Client will pay for our services and defray our 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 incurred with third parties 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 appointment) that we are required to pay to the Belgian Institute of Registered Auditors. On the Client's request, we will provide supporting documents as evidence of expenses incurred on its behalf.

7.4. Our fees and expenses will be billed at appropriate intervals. Invoices are payable in cash by the Client on receipt.

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 it is legally liable.

7.6. If the Client disputes all or part of an invoice, it will notify us of this in writing within 30 calendar days following receipt of the invoice. Under no circumstances will the Client withhold payment for any undisputed items included in the invoice.

7.7. If the Client refuses to pay undisputed amounts, we may decide to terminate or suspend the Agreement subject to the conditions set out in Articles 12 and 13.4 below.

ARTICLE 8 – PROFESSIONAL SECRECY AND CONFIDENTIALITY

The Client acknowledges that, in our capacity as registered auditors entered in the public register of the Belgian Institute of Registered Auditors, we are bound by professional secrecy, which prohibits us from divulging any information we acquire about the Client as a result of performing the Services, subject to very limited exceptions.

Article 9 – PERSONAL DATA

9.1 **Personal data** - The parties will comply with the applicable legislation on data protection with respect to any personal data shared with us.

9.2 **Privacy policy** - Such personal data will be processed in accordance with our privacy policy on our website www.cdp-partners.be

9.3 Use of Personal Data as Controller –

In cases where we act as Controller, we will process Personal Data

in relation to you as well as to your customers, suppliers, staff members, collaborators, directors or other data subjects, exclusively determining the purposes and means of processing, in compliance with the provisions of our Privacy Policy and the engagement letter agreed between the parties.

9.4 Use of Personal Data as Processor – In cases where we act as Processor for the Client (who acts as Controller), we will process Personal Data on behalf of and according to the instructions of the Client in accordance with the provisions of our Privacy Policy, the processing agreement entered into with the Client and, where applicable, the engagement letter.

9.5 Transfer of data – To the extent necessary, it is agreed that in transferring Personal Data to us, the Client confirms that (i) the transfer is on a lawful basis and (ii) the Personal Data provided to us will be processed in accordance with applicable data protection legislation.

ARTICLE 10 – THE FIGHT AGAINST MONEY LAUNDERING AND THE FINANCING OF TERRORISM

Under national and European legislation on the fight against money laundering and the financing of terrorism, we are required to identify our clients as well as their agent(s) and beneficial owners. Accordingly, we will request from the Client and keep 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, in certain circumstances we may be unable to provide or to continue to provide the Services.

ARTICLE 11 – ANTI-CORRUPTION

11.1 The parties undertake to comply with all applicable laws and regulations that proscribe, prohibit or penalise acts of corruption and related criminal acts or torts, in all their dealings and relations, whether in relation to this Agreement and the services provided under it or otherwise, in whatever form and manner.

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

ARTICLE 12 – DURATION, TERMINATION, SUSPENSION

12.1 Duration: The date of entry into force and the duration of the Agreement are defined in the Engagement Letter and, where applicable, in accordance with the law and the professional standards.

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 permitted by the law or the professional standards:

- a. By mutual agreement
- b. Termination for Breach: any 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 do so (or, if it is not practical to remedy the breach within this period, where reasonable steps have not been taken within 30 days towards remedying the breach).
- c. Termination for Insolvency: any party may terminate the Agreement by written notice with immediate effect if another party is unable to pay its debts or has a provisional administrator, court administrator 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 trading or if, in the reasonable opinion of the party wishing to terminate the Agreement, 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 have reason to believe that the performance of the Agreement, or of any part of it, will or may result in us or any entity of our 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 addenda to it in order to avoid any such breach as referred to above from being committed.
- 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 party wishing to suspend the Agreement, have a material adverse effect either on the basis on which the Agreement was entered into or on the suspending party's performance of its obligations; or (ii) where the party wishing to suspend the Agreement has reason to believe that performance of the Agreement or any part of it will or may result in a party or any of its related entities breaching any legal, regulatory, ethical or independence requirement in any jurisdiction.

If, following the 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 with regard to fees, expenses and deadlines for the completion of work.

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

ARTICLE 13 – COMPENSATION IN THE EVENT OF TERMINATION

In the absence of a provision to the contrary in the law or the professional standards, if the Agreement is terminated before we are able to complete our performance of the Services, the following will apply:

13.1 If the termination is at the Client's initiative on grounds for which we are not responsible, we will be entitled to the full amount of the agreed fees, without prejudice to our right to seek compensation from the Client for any losses incurred. Such compensation may only be claimed if the termination is of an unjustified or untimely nature.

13.2 If the termination is at the Client's initiative on grounds for which we are responsible, we will be 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 is at our initiative on grounds for which the Client is not responsible, we will be 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. Such compensation may only be claimed if the termination is of an unjustified or untimely nature.

13.4 If the termination is at our initiative on grounds for which the Client is responsible, we will be entitled to the full amount of the agreed fees, without prejudice to our right to seek compensation from the Client for any losses incurred.

ARTICLE 14 – LIMITATION OF LIABILITY

14.1 We will provide the Services with due care and in accordance with applicable professional standards and legal requirements. In the absence of a provision to the contrary in the law or the professional standards, the Services we agree to provide will be on the basis of a best-effort obligation, not an obligation regarding the result to be achieved.

14.2 Our liability to the Client for damage in connection with the Agreement is limited as follows, even in the event that the Client represents several parties:

- a. Our aggregate liability for all Assurance Engagements as defined in Article 1.1 of this Agreement is limited to the amount specified in Article 24 of the Law.
- b. Our aggregate liability (whether contractual, extra-contractual or otherwise) for all Other Engagements undertaken under this Agreement is limited to twice the fees agreed for such Other Engagements.
- c. The limits referred to in points a) and b) above will not apply only in cases where our liability arises from personal wilful misconduct or personal fraud. Consequently, these limits will expressly apply to any liability arising from any other fault for which we are responsible.
- d. When two or more instances of damage are found to result from the same fault committed by us, they will be deemed to constitute a single instance of liability, and our liability will therefore be limited to the highest amount applying to the engagements or agreements concerned.
- e. In the absence of any legal requirement to the contrary, we will under no circumstances be liable for damage resulting from (a) loss of profit, goodwill, business opportunities or expected savings or benefits, (b) loss or corruption of data, or (c) indirect loss or damage.

ARTICLE 15 – ENGAGEMENT OF LIABILITY

15.1 In the absence of any provision to the contrary in the law, any claim arising out of or in connection with this Agreement may only validly be brought against us within three years of the act or omission of which we are accused.

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 for negligence initiated or judgment obtained by a third party for damages in connection with the Agreement, interest and costs (including legal costs), except where the judgment is the direct and immediate result of intentional fault or fraud on our part.

15.3 We will have sole responsibility for the performance of the Services. The Client therefore agrees that it will not bring any claim arising from or in connection with this Agreement, whether in contract, tort, or otherwise, against any of our partners, directors, employees, agents or entities of our network. The foregoing exclusion does not apply to any liability that cannot be excluded under the laws of Belgium.

ARTICLE 16 - DETECTION OF FRAUD, ERRORS AND INSTANCES OF NON-COMPLIANCE WITH LAWS AND REGULATIONS

The Client is responsible for safeguarding its assets and for preventing and detecting fraud, errors and instances of non-compliance with laws and regulations. Accordingly, we will under no circumstances be liable for damage arising in any way from fraudulent or negligent acts or omissions, misrepresentations, or shortcomings on the part of the Client, its representatives, employees, directors, contractors or agents, any of its related entities or their representatives, employees, directors, contractors or agents, or any third party. However, where legal provisions, the applicable professional standards or the Engagement Letter require us to do so, we will 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, errors or non-compliance with laws or regulations), although our work should not be relied upon to detect all such material misstatements or frauds, errors or instances of non-compliance that may exist.

ARTICLE 17 – USE OF OUR REPORTS

17.1 In the absence of a provision to the contrary in the law:

- a. all reports, memoranda, letters and other documents in which we transmit conclusions, opinions or other information to the Client in connection with the Services ('the Results of the Services') are intended for the Client's sole benefit and use, for the purpose set out in the Engagement Letter. We will not plan or conduct our work with a view to reliance on it by any third party or with a view to any specific transaction, so that points of potential interest to a third party will not be addressed specifically, and there may be matters that

- would be assessed differently by a third party, including in connection with a specific transaction;
- b. the Results of the Services may not be provided to any other party or used for any other purpose without our prior written consent, which may be subject to conditions or restrictions. The Client undertakes (i) to inform us on the date of signature of the Engagement Letter, or as soon as possible thereafter, if it plans to provide the Results of the Services to, or allow them to be used by, a third party, and (ii) to request our prior written consent to do so;
 - c. we will not assume any duty of care or liability 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; the Client alone will be responsible for such a decision.

17.3 The Client may wish to include our report in a public offering to be filed in accordance with Belgian regulations on the obligations of those issuing financial instruments or in some other securities offering. The Client agrees that our report, or reference to it or to us, may not be included in any such offering without our prior written consent. Any agreement to provide services in connection with such an offering, including an agreement to provide such consent, will constitute a separate engagement and be subject to a separate agreement.

17.4 If the Client intends to publish or reproduce our report, whether in print or electronically (e.g. on a website), or to otherwise make reference to us in a document that contains other information, the Client undertakes (a) to provide us with a draft of such a document to read, and (b) to obtain our written consent for the inclusion of our report before the document is finalised and distributed. Where the report to be reproduced, in any form, relates to financial statements, the latter will be reproduced in full, including the notes, at the same time as our report. This clause does not apply to publications which are made mandatory by law.

ARTICLE 18 – MODIFICATION OR WITHDRAWAL OF A REPORT

18.1 In exceptional circumstances, we may decide to modify or withdraw a report if, in our professional judgement, it is necessary to do so, for example if facts or circumstances unknown at the time of preparation of the report are brought to our attention. This right of modification or withdrawal will also apply at any time when omissions or inaccuracies in the report that might affect its content are subsequently discovered.

18.2 In any case, we may only exercise the right to modify or withdraw a report after notifying the Client. Once modified or withdrawn, the original report may no longer be used by the Client. If the Client has already used the report with regard to third parties, it will disclose the modification or withdrawal of the report to these parties by the same means that it used for the distribution of the original report.

18.3 The right to modify or withdraw our report will in no circumstances be construed as an obligation on our part to modify or withdraw a report.

ARTICLE 19 – OUR PARTNERS, DIRECTORS AND EMPLOYEES ('OUR STAFF')

19.1 During the period of the Agreement and for a period of twelve months following the completion of the Services, the Client will refrain from directly or indirectly enticing away or soliciting (or assisting anyone else in enticing away or soliciting) any member of our staff with whom the Client has had dealings in connection with the engagement. The Client will likewise refrain from employing or engaging any such person in any manner whatever to provide services to it.

19.2 With regard to engagements to which 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 or entice away any member of the audit team.

ARTICLE 20 – ELECTRONIC TRANSMISSION OF DATA

20.1 During the provision of the Services, the parties may communicate with each other electronically. However, it is impossible to guarantee that the electronic transmission of data is completely secure and free of viruses or errors; such transmissions may therefore be intercepted, altered, lost, destroyed, delayed, or rendered unusable. The parties hereby acknowledge that no system or procedure can completely eliminate such risks.

20.2 The parties hereby confirm that they accept these risks, duly authorise the use of electronic communications and agree to use all available and appropriate means to detect the most widespread viruses before sending information electronically. Each party will be responsible for protecting its own electronic communication systems and interests, and neither party will be liable in any way or form, whether on a contractual or on a criminal basis, including with respect to negligence, or on any other basis, for any loss, error or omission resulting from, or relating to, the use of electronic communications between the parties.

ARTICLE 21 – INDEPENDENT CONTRACTOR

In providing the Services, we are acting exclusively as an independent contractor. In the absence of an explicit provision to the contrary in the Engagement Letter, we do not undertake to perform any of the Client's obligations, whether legal 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, no party will incur any liability to the other(s) if any breach in the performance of its obligations is caused by circumstances beyond its reasonable control, including any advice, warning or prohibition issued by any competent local, national, foreign or supra-national authority or foreign authority, or emanating from new policies of one of the parties, for instance relating to travel to particular countries or regions. 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 this 30-day period.

ARTICLE 23 – WAIVER

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

ARTICLE 24 – MODIFICATION

No modification of the Agreement will be effective unless agreed in writing and signed by each party. Until a modification is agreed in writing, each party will continue to act in accordance with the latest agreed version of the Agreement.

Article 25 – INVALIDITY

25.1 No provision of the Agreement may have as its object, purpose or consequence the infringement of any provision of mandatory law or public order legislation.

25.2 If any provision of the Agreement is declared invalid or unenforceable, in whole or in part, the provision in question (or the relevant part of it, as the case may be) will be deemed not to form part of the Agreement. Under no circumstances will the validity and enforceability of the remainder of the Agreement be affected.

25.3 The parties will also immediately enter into negotiations in good faith in order to replace, if necessary with retroactive effect from the Agreement's commencement date, the provision that has been declared invalid or unenforceable, with another valid and enforceable provision, with the closest possible legal effects as those of the provision declared invalid or unenforceable.

ARTICLE 26 – INDEPENDENCE

To the extent required to enable us to meet our obligations with regard to independence, the Client will ensure that we have an up-to-date list at all times of all its

related entities, both Belgian and foreign. The Client will institute procedures to require prior approval of all services that the entities of our networks (www.cdp-partners.be and www.uhy.com) are invited to provide to any of these related entities. The Client will inform us without delay of any circumstance likely to compromise our independence.

ARTICLE 27 – ASSIGNMENT AND TRANSFER

Without prejudice to the effects that the law attaches to the transfer of all assets and liabilities or of a branch of activities, to mergers, demergers and similar operations, no party may assign, transfer, charge or deal in any way in any of its rights or obligations under this Agreement without the prior written consent of the other parties to the Agreement.

ARTICLE 28 – APPLICABLE LAW AND JURISDICTION

28.1 This Agreement will be governed exclusively by, and construed in accordance with, the laws of Belgium, to the exclusion of any Belgian, foreign or international rule of referral.

28.2 Should any dispute, controversy or claim arise in connection with the Agreement or the Services, the parties undertake to attempt to resolve it amicably by engaging in good-faith discussions and negotiations; if such discussions and negotiations are not successful, the issue will be submitted for negotiations between the parties at the senior level.

28.3. If an adequate solution cannot be reached within a period of thirty (30) days, the parties agree, in the absence of a provision to the contrary in the law on social action, to submit the unresolved dispute to the Courts of Brussels or Liège alone, which will issue a ruling under Belgian law.