



## GENERAL TERMS AND CONDITIONS OF KPMG ADVISORY N.V.

This is a translation of the official Dutch language General Terms and Conditions KPMG Advisory N.V.. In the event of a conflict, the Dutch language version shall prevail.

### 1. GENERAL

1. In these General Terms and Conditions the following definitions apply:  
General Terms and Conditions: these general terms and conditions.  
KPMG: KPMG Advisory N.V.

KPMG Member Firm: any entity, including KPMG, which is a member of the national and/or the international KPMG network and which is associated with KPMG International Cooperative (KPMG International), a Swiss entity, or directly or indirectly under the control of, is controlled by or is connected with one or more companies that are members of the national and/or international KPMG network and associated with KPMG International, including sublicensees of KPMG International and KPMG International.

Engagement Letter: a KPMG document which declares the General Terms and Conditions to apply and which describes the Work.

Client: the party awarding KPMG an engagement.

Engagement Team: the natural persons within KPMG, both individually and jointly, who are involved in performing the Work, and also third parties (being natural persons from outside KPMG) who have been called in by KPMG for the purposes of performing the Work.

Agreement: the General Terms and Conditions and the Engagement Letter together with any other documents and conditions which are applicable to the Work in the relationship between KPMG and the Client ('Additional Conditions') and to which the Engagement Letter expressly refers.

Work: the work to be performed by KPMG for a Client pursuant to the Engagement Letter, including supplying of, *inter alia*, goods and/or services.

2. Replacing sections 7:404 and 7:407(2) of the Dutch Civil Code, all engagements are accepted exclusively by KPMG.

### 2. APPLICABILITY OF THE GENERAL TERMS AND CONDITIONS

1. These General Terms and Conditions apply to the Work to be performed by KPMG for a Client. These General Terms and Conditions also apply to additional and continued Work.
2. The applicability of any of the Client's purchasing conditions or other conditions is expressly excluded.

### 3. FORMATION AND DURATION OF THE AGREEMENT

1. The Agreement will come into being at the moment when the Client confirms the Engagement Letter (orally or in writing or electronically or tacitly) or at the moment when the Work is commenced.
2. The Agreement is concluded for a fixed term, unless it follows from the content, nature or tenor of the engagement given by the Client that it has been concluded for an indefinite period.

### 4. CONTENT OF THE AGREEMENT / PRIORITY IN CASE OF CONFLICT

1. The Agreement constitutes the basis for all arrangements between KPMG and the Client with respect to the Work.
2. Any amendments or changes to the Agreement must be recorded in writing and must be signed by an authorised representative of KPMG and an authorised representative of the Client.
3. In the event of conflict between the Engagement Letter and other elements of the Agreement, the Engagement Letter will prevail. In the event of conflict between the General Terms and Conditions and any Additional Conditions, the Additional Conditions will prevail.

### 5. THE WORK AND ITS PERFORMANCE

1. The Engagement Letter contains a description of the Work to be performed by KPMG.
2. KPMG will exert itself to the best of its abilities to perform the Work in accordance with the arrangements and procedures agreed in writing with the Client.
3. KPMG will determine how and by which person or persons the Work will be performed. If the Engagement Letter provides that specifically named persons will perform the Work, KPMG will make reasonable efforts to ensure that these persons perform the Work. KPMG has the right to replace the persons named in the Engagement Letter by persons of equal or comparable expertise.
4. If a phased performance of the Work has been agreed, KPMG may postpone commencing Work relating to a subsequent phase until the Client has accepted the results of the preceding phase in writing and has paid all sums due.
5. Time-limits within which the Work must be completed will not be considered as strict deadlines, unless this has been expressly agreed. Under no circumstances may the Client dissolve (ontbinden) the Agreement on account of a failure to meet a time-limit. Furthermore, KPMG will never be liable for compensation on account of any failure to meet a time-limit.
6. If, at the request or with the prior consent of the Client, KPMG carries out work or performs outside the content or scope of the Work, the Client will pay KPMG for such work or performance on the basis of KPMG's customary rates.
7. The Client agrees that work or performance as referred to in Article 5.6 may affect the agreed or anticipated time of completion of the Work and the mutual responsibilities of the Client and KPMG.
8. In the interest of the performance of the Work, including so as to support the rendering of services, KPMG and/or a KPMG Member Firm can call in third parties (also in other jurisdictions), which include (persons employed by/for or connected to) other KPMG Member Firms, in the performance of the Work. If the Client wishes to call in third parties in the performance of the Work, it will solely proceed to do so after having reached an agreement to that end with KPMG.
9. In performing the Work, KPMG and/or a KPMG Member Firm may provide Client (or a third party appointed by Client) with a supporting tool(s) which is intended and may only be used for the benefit of the Work. Client (or a third party appointed by Client) is responsible for a controlled roll-out and execution of such tool(s).
10. Upon completion of the Work KPMG may provide written advice, confirm an oral advice in writing, provide a (final) written report or give an oral presentation. Prior to completing the Work, KPMG may provide oral, draft or interim advice, reports or presentations. In this case, KPMG's written advice or (final) written report will prevail. The Client is not entitled to invoke draft or interim advice, reports or presentations. If the Client wishes to rely on an advice given orally or on an oral presentation given by way of completion of the Work, the Client must inform KPMG of this intention, following which KPMG will supply written confirmation of the advice concerned.

11. KPMG is not bound to update oral or written advice, reports or results of the Work in response to events occurring after the final version of the advice, report or results is issued.
12. Any advice, opinion, statement of expectation, forecasts and recommendations given by KPMG as part of the Work will under no condition or circumstance whatsoever be construed as a guarantee with respect to future events or circumstances.

### 6. OBLIGATIONS OF THE CLIENT

1. Both of its own accord and at the request of KPMG, the Client will give its full cooperation and will in good time and in the desired form and manner make available all relevant documents which KPMG may reasonably deem necessary to receive from the Client for the proper performance of the Work. If KPMG works at the Client's premises or makes use of the Client's computer systems and telephone networks, the Client will (at its own expense) provide the necessary access, security procedures, virus controls, facilities, licences and permissions. If any part of the Work is not performed at KPMG's own premises, the Client will also ensure that the employees of KPMG are provided with adequate working space and other facilities necessary for the performance of the Work, which should meet all the applicable statutory or other requirements.
2. The Client will ensure that KPMG is informed without delay of facts and circumstances which may be relevant in connection with the proper performance of the Work.
3. The Client warrants the accuracy, completeness, reliability and legitimacy of the data and documents made available to KPMG, including those originating from third parties, except where the nature of the Work dictates otherwise.
4. KPMG will not be liable for any loss suffered by the Client as a result of the fact that the Client or any third party (i) did not inform in good time of, or withheld, facts and circumstances which may be relevant in connection with the proper performance of the Work and (ii) misrepresented the facts.
5. The Client will bear the extra costs and additional fees arising from any delay in the performance of the Work caused by the fact that the required data, documents mentioned in Article 6.1 were not made available or were not made available properly or in good time, or by the failure to cooperate, to cooperate in good time or to cooperate properly, including failure to make available employees.
6. KPMG has the right to suspend the performance of the Work until the moment the Client has fully complied with the obligations in article 6 (1) and (2).

### 7. THE CLIENT'S RESPONSIBILITIES

Without prejudice to the obligations and responsibilities of KPMG in performing the Work, the Client will remain responsible and liable *inter alia* for the following:

- the management and day-to-day conduct of its business, the performance of its business activities and dealing with its own business matters;
- decisions taken by the Client about the extent to which it wishes to rely on the advice, recommendations or other results of the Work, and about using and implementing them;
- the Client agrees to designate an individual who possesses suitable skill, knowledge and experience to be responsible at all times for the Client's decisions and evaluate the adequacy of the results of the Work performed for the Client's purpose, and accept responsibility for the actions, if any, to be taken arising from the results of the Work.

### 8. CONFIDENTIALITY

1. KPMG will keep secret any confidential information furnished by or on behalf of the Client towards third parties, other than the parties involved in the performance of the Work. This obligation does not apply to information which KPMG is required to disclose by law, by any rule of a supervisory body of KPMG, or pursuant to a professional duty resting on KPMG or on persons employed by or for or attached to KPMG, or pursuant to a binding decision of a court or a public authority.
2. The obligation of paragraph 1 of this Article does not apply if the information referred to in that paragraph is already publicly known or becomes publicly known other than as a result of a wrongful publication. Furthermore, this obligation is without prejudice to the right of KPMG to submit information referred to in paragraph 1 of this Article to its insurers and/or advisers in connection with the professional liability of KPMG or a third party, including a KPMG Member Firm, if this is necessary for the performance of the Work, including so as to support the rendering of services.
3. KPMG is authorised to use the information which the Client has placed at its disposal when KPMG acts for itself, or persons employed by or for or attached to KPMG act for themselves, in disciplinary, criminal or civil proceedings in which this information may be relevant.
4. Unless the Client has obtained prior written permission from KPMG, the Client will not disclose the content of the Engagement Letter, reports, advice or other statements made by KPMG, whether or not in writing, which were not prepared or made for the purpose of providing the information contained therein to third parties. The Client will, moreover, ensure that third parties cannot take note of the content referred to in the preceding sentence.
5. Except with prior written permission from KPMG, the Client will not make any statements about the approach and working procedures used by KPMG.
6. The Client may exclusively use the quotation made by KPMG and the knowledge and ideas of KPMG contained in this quotation for the purposes of evaluating its interest in awarding the engagement.
7. KPMG and the Client will impose their obligations pursuant to Article 8 on third parties engaged by them.
8. KPMG reserves the right to use the Client's name and to mention the kind of work it performed for the Client for publicity and reference purposes, and to mention all particulars which have already been made publicly known in the media.
9. KPMG is entitled to share in confidence information relating to the Client, to KPMG's relationship with the Client, and to the Work, including confidential information, with other KPMG Member Firms (also in other jurisdictions), in order to create and maintain a consolidated repository of best practice and knowledge, where in each case they are required to implement safeguards to protect confidentiality.
10. KPMG is permitted to use and distribute data from / about the Client as he sees fit, as long as this data cannot be traced back to the Client and/or natural persons.

### 9. INTELLECTUAL PROPERTY

1. KPMG reserves all rights in respect of products of the mind that KPMG uses or has used, or develops or has developed, in performing the Work.
2. The Client is expressly prohibited from reproducing, disclosing or exploiting the products referred to in Article 9.1, including computer programmes, system designs, processes, advice, master or other contracts and other products of the mind of KPMG.



3. KPMG may use, continue to develop and exchange with other KPMG Member Firms the knowledge, experience and general skills acquired by KPMG as a result of performing the Work for the purposes of performing work for the Client and/or for clients of KPMG and/or for clients of (an) other KPMG Member Firm(s).

#### 10. KNOWLEDGE AND CONFLICTS

1. The Engagement Team will not be required, expected or assumed to have knowledge of facts and circumstances known to other persons within KPMG and/or to other persons within the other KPMG Member Firms. Consequently, KPMG cannot be held accountable by the Client for such facts and circumstances.
2. KPMG will be free at any time to render services to another party with an interest that competes or conflicts with the interests of the Client (hereinafter: a 'Conflicting Party'), also if the interests of the Conflicting Party compete or conflict specifically and directly with the Client's interests in relation to the underlying interest. In the event that the interests of the Conflicting Party compete or conflict specifically and directly with the Client's interests in relation to the underlying interest, the Engagement Team will not perform work for the Conflicting Party. Persons within KPMG other than those forming part of the Engagement Team may only render services to a Conflicting Party under the condition that appropriate security measures have been put in place.
3. If the Client is or has become aware of the fact and/or the circumstance that KPMG is advising or intends to advise a Conflicting Party in respect of an interest which competes or conflicts specifically and directly with the Client's interests, the Client will inform KPMG of the matter without delay.

#### 11. FEE / PAYMENT/RECOVERY OF COSTS

1. KPMG will invoice the Work on the basis of its fee, costs (including costs of third parties that have been engaged) and any taxes owing with respect to them. These items will be charged to the Client on a monthly, quarterly or annual basis, or upon completion of the Work, unless KPMG and the Client agreed otherwise.
2. KPMG's fee does not depend on the result of the Work.
3. For the purposes of Article 11.1 costs means direct costs plus a mark-up to cover expenses not directly allocated to the Work.
4. The amount invoiced by KPMG may differ from earlier estimates or quotations.
5. Invoices will be paid by the Client, without any deduction, discount or setoff, within fifteen (15) days of the invoice date. If the Client fails to pay an invoice within this payment period, KPMG will be entitled, without further notice of default and without prejudice to the other rights of KPMG, to charge the Client legal commercial interest (referred to in section 6:119a of the Dutch Civil Code) from the due date until the date of payment in full.
6. All judicial and extrajudicial collection and other costs reasonably incurred by KPMG as a result of the Client's failure to discharge its payment obligations will be borne by the Client.
7. If, in the opinion of KPMG, the Client's financial position or payment record gives reason to do so, KPMG may require the Client to make a full or partial advance payment and/or to provide (additional) security in a form to be determined by KPMG. If the Client fails to provide the required security, KPMG may, without prejudice to its other rights, immediately suspend the further performance of the Agreement and any amounts owing by the Client to KPMG on any account whatsoever will be immediately due and payable.
8. If several Clients have jointly awarded an engagement, the Clients will be jointly and severally liable for payment of the invoice amount to the extent that the Work was performed for the Clients jointly.
9. 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, Client agrees to reimburse KPMG for the costs KPMG and its personnel incurred in relation to such requirement, request or proceeding, where KPMG actions were not also the subject of such requirement, request or proceeding.
10. KPMG can perform additional Work and charge additional fees to the Client for the performed additional Work, if the Work is a consequence of (international) laws and regulations applicable to the Agreement or the Work.

#### 12. COMPLAINTS

1. Complaints about the Work performed and/or the invoice amount must be made known to KPMG in writing within sixty (60) days of the date of dispatch of the documents or information about which the Client has a complaint, or within sixty (60) days of the discovery of the defect if the Client proves that it could not reasonably have discovered the defect at an earlier date.
2. Complaints referred to in Article 12.1 will not suspend the Client's obligation to pay.
3. In the event of a well-founded complaint KPMG will have the choice between adjusting the fee charged, correcting the rejected Work or doing it again, or not or no longer performing the engagement or part of the engagement while repaying a proportionate amount of the fee already paid by the Client.

#### 13. EARLY TERMINATION OF THE ENGAGEMENT

1. Both KPMG and the Client may terminate (opzeggen) the Agreement by thirty (30) days' written notice of termination. In the event of the Client terminating the Agreement as referred to in the preceding sentence, the Client is obliged to reimburse all the losses and costs suffered and incurred by KPMG. These losses and costs at least, but not exclusively, include all the costs incurred and investments made and capacity lost by KPMG, in respect of the Agreement and (future) Work.
2. KPMG may furthermore terminate (opzeggen) the Agreement by written notice with immediate effect in the event of unforeseen circumstances (within the meaning of section 6:258 of the Dutch Civil Code).
3. Both KPMG and the Client may only dissolve (ontbinden) the Agreement if the other party fails imputably to perform an essential obligation under the Agreement and if the other party is in default in the matter (within the meaning of section 6:81 of the Dutch Civil Code).
4. Upon termination pursuant to paragraph 1, 2 or 3 of Article 13, KPMG will continue to be entitled to payment of invoices for Work already performed or any Work still to be performed by mutual agreement. The Client's obligation to pay invoices for Work already performed will become immediately due and payable as soon as the Agreement is terminated.

#### 14. LIABILITY

1. KPMG will perform the Work (and any additional work) to the best of its abilities and, in doing so, will exercise the required due care. KPMG will only be liable if the Client can demonstrate that it has suffered loss as a result of a material error on the part of KPMG.
2. KPMG's liability will be limited to an amount equal to one (1) time the fee payable to KPMG pursuant to the provisions of the Engagement Letter, except in the case of intent or wilful recklessness on the part of KPMG's executive staff. This limitation of liability will apply in full in the event of liability to a number of Clients; in that case the amount paid by KPMG to all Clients jointly will not exceed one (1) time the fee payable to KPMG pursuant to the provisions of the Engagement Letter.

3. KPMG will not be liable in any way whatsoever for consequential loss (including but not limited to lost profit, lost savings, loss due to business interruption), except in the case of intent or wilful recklessness on the part of KPMG's executive staff.
4. Except for the cases mentioned in Articles 14.1 to 14.3, KPMG will not be liable for damages on any account whatsoever.
5. KPMG will exercise due care when engaging third parties. KPMG will not be liable for any errors and/or failures of such third parties. This does not apply to third parties which act as subcontractors and which act under the responsibility of KPMG.
6. The limitations on liability laid down in Article 14 operate both on behalf of KPMG (itself) and of the persons, individually as well as jointly, within the Engagement Team.
7. KPMG Member Firms other than KPMG (whether or not engaged in the performance of the Work) will never be liable for any loss suffered on the part of the Client in connection with the Work. The limitations on liability laid down in this Article 14 will also operate on behalf of all KPMG Member Firms other than KPMG (whether or not engaged in the performance of the Work).
8. The provisions of this article 14 relate to both contractual and non-contractual liability of KPMG towards the Client.

#### 15. INDEMNITY

1. The Client will indemnify KPMG against any and all claims of third parties arising from or connected to the Work performed or to be performed for the Client, unless such claims result from intent or wilful recklessness on the part of KPMG's executive staff. The indemnity will include all loss suffered and legal and other costs incurred by KPMG in connection with claims.
2. The indemnity under paragraph 1 of this Article is also stipulated on behalf of the persons, both individually and jointly, forming the Engagement Team, and on behalf of the other KPMG Member Firms whether or not engaged by KPMG for the performance of the Work.

#### 16. PROTECTION OF PERSONAL DATA

1. KPMG may process personal data concerning and/or obtained from the Client (i) in performing the Work, (ii) in complying with statutory obligations, (iii) for the purposes of supporting KPMG's services to the Client, and (iv) to approach the Client and/or persons employed by or working for the benefit of Client with information and with services provided by KPMG and third parties, including other KPMG Member Firms.
2. KPMG will process personal data in carrying out the activities mentioned in paragraph 1 in accordance with the applicable legislation and regulations regarding personal data protection ("Applicable Legislation"), including inter alia the General Data Protection Regulation ("GDPR") and the Dutch GDPR Implementation Act. KPMG may share personal data with other KPMG Member Firms and/or other third parties engaged by KPMG for (support relating to) the performance of the Work. Personal data will only be shared to the extent necessary with regard to the aforementioned activities and to the extent it is in compliance with the Applicable Legislation. KPMG has designated a data protection officer (e-mail: [FG@kpmg.nl](mailto:FG@kpmg.nl)).
3. To the extent that KPMG processes personal data pursuant to the Agreement, KPMG determines the purpose and means of this data processing, and thus acts as controller within the meaning of the GDPR.
4. The Client has an independent duty to comply with the Applicable Legislation. The Client warrants the legitimacy of the provisioning of the personal data to KPMG, and will comply with all legal requirements with regard to the Client in conformity with the Applicable Legislation, including the requirement to inform the data subjects of the provisioning of their personal data to KPMG and the processing thereof by KPMG in accordance with the Agreement.
5. KPMG will implement appropriate technical and organisational measures to safeguard the personal data against destruction, loss, alteration or unauthorised disclosure of, or access thereto.
6. To the extent it concerns personal data provisioned by the Client, KPMG will inform the Client of (i) the receipt of a request from a data subject wishing to exercise its rights, (ii) the receipt of a complaint or claim relating to the processing of the personal data, and of (iii) becoming aware of a personal data breach, within the meaning of the GDPR.
7. Upon KPMG's request, the Client will, without undue delay, fully cooperate and provide all information in order to comply with the Applicable Legislation, including, but not limited to, to timely act on requests as referred to in Article 16 sub 6 (i) and to inform data subjects if KPMG is obliged to do so as a consequence of a breach as referred to in article 16 sub 6 (ii).
8. The Client shall indemnify KPMG against any and all claims from third parties relating to non-compliance by the Client with the Applicable Legislation. This indemnification includes all loss suffered and any and all (legal) costs that KPMG incurs or suffers in connection with any such claim.

#### 17. EMAIL AND USE OF THE INTERNET

The Client and KPMG may communicate with each other by means of electronic mail (email). The use of email and the internet entails risks, however, for example (but not limited to), distortion, delay, interception, manipulation and viruses. KPMG will not be liable for any loss arising from the use of email and/or the internet. In case of doubt about the content or transmission of email the extracts from KPMG's computer systems will be decisive.

#### 18. CONFIDENTIALITY, SAFEKEEPING AND OWNERSHIP OF THE FILE

KPMG will keep a file on the Client's engagement. KPMG will take appropriate measures to safeguard the confidentiality and safekeeping of the file and to retain the files for a period which is acceptable by the professional practice standards and which is in accordance with the statutory regulations and professional rules on retention periods. The files are the property of KPMG.

#### 19. EXPIRATION

Unless otherwise provided in the General Terms and Conditions, any right of action and other powers of the Client vis-à-vis KPMG on any account whatsoever will end ultimately upon the lapse of one (1) year after the moment when the Client became aware or could reasonably be aware of the existence of the right or powers in question.

#### 20. INDEPENDENCE

1. KPMG and persons working as employees or on a contractual basis for or on behalf of the Client shall comply with the independence regulations of domestic and international regulatory bodies. To enable KPMG to comply with the relevant independence regulations, the Client shall timely, accurately and completely inform KPMG about the legal and the control structure of the Client or the group to which the Client belongs, all financial and other interests and participations of the Client, as well as about all other (financial) alliances its company or organisation has entered into, in the broadest sense of the word.
2. The obligations from KPMG, set out in article 8 (Confidentiality) do not apply and KPMG is entitled to use Client's confidential information and to provide such information to (i) other KPMG



Member Firms and their personnel and/or (ii) other parties who facilitate the administration of KPMG's business or support its infrastructure in both cases to (a) perform client and engagement acceptance procedures, (b) for the purposes of internal risk and independence conflict assessments and (c) to support the maintenance of quality and professional standards in the delivery of the Work or services.

**21. NON-SOLICITATION**

During the performance of the Work and for one (1) year after termination of the Agreement the parties will not employ any of the other party's persons involved with the Work or otherwise have them perform work or negotiate in that context with these persons, except with the other party's express prior written consent, which consent will not be withheld on unreasonable grounds.

**22. MONEY LAUNDERING AND TERRORIST FINANCING (PREVENTION) ACT**

Pursuant to the Money Laundering and Terrorist Financing (Prevention) Act (WVFT), KPMG is held to report to the Office for unusual transactions (Meldpunt ongebruikelijke transacties) any unusual intended or performed transaction in so far as it is signaled in the context of our regular work. In addition, pursuant to the Money Laundering and Terrorist Financing (Prevention) Act, KPMG is held to carry out client investigations with regard to potential clients. This means, inter alia, the identification of the potential client and verification of the Client's identity prior to the Work. KPMG can request assistance of the Client with regard to the client investigation.

**23. CONTINUED EFFECT**

All rights and obligations arising from the Agreement that by their purport are intended to continue in force after termination of the Agreement will remain in full force after the Agreement has ended.

**24. TRANSFER**

Neither of the parties to the Agreement may transfer the rights and obligations arising from or related to the Agreement to a third party without the other party's express written permission.

**25. APPLICABLE LAW AND CHOICE OF FORUM**

The Agreement is governed by Dutch law. All disputes arising from or connected to the Agreement will fall under the exclusive jurisdiction of the competent court in the district in which KPMG has its seat. The United Nations Convention on Contracts for the International Sale of Goods with regard to Movable Property (the 'Vienna Sales Convention') does not apply.

**26 April 2018**