

These terms of business (the “**Terms of Business**”) shall apply to the services and deliverables (together the “**Services**”) other than regulated assurance engagements provided by PricewaterhouseCoopers, Société coopérative (“**PwC**”), upon client request (the “**Client**”) (jointly the “**Parties**” or individually the “**Party**”), in accordance with an engagement letter, a service agreement, a framework agreement or a proposal in response to a call for tenders (the “**Engagement Letter**”) agreed by a deemed authorised representative of the Client. The Engagement Letter and the Terms of Business together form the contract which binds the Parties (the “**Contract**”) and which may only be modified by means of an addendum. Unless otherwise expressly provided in the Engagement Letter, any uncertainty or contradiction between the Engagement Letter and the Terms of Business shall be resolved in favour of the latter.

1 Deliverables

1.1 Deliverables are the materials which are defined in the Engagement Letter and created by PwC within the framework of the Contract (the “**Deliverables**”). Unless otherwise provided in the Engagement Letter, each Deliverable submitted to the Client shall be deemed accepted if, within ten days of delivery, the Client has not provided PwC with a written notice specifically identifying any non-conformity of such Deliverable with the Contract.

1.2 During the term of the Contract, PwC may i) prepare preliminary or draft project material, working documents or meeting minutes and/or ii) answer questions orally (the “**Draft Deliverables**”). These Draft Deliverables do not constitute final opinions and the Client should neither act nor refrain from acting on the basis of such drafts until they have been issued in their final form and sent as Deliverables.

1.3 Each Party shall keep the intellectual property of the methodologies and know-how owned by them before they are used within the framework of the Contract, as well as any improvement or addition which may be made thereto. Unless otherwise provided in the Engagement Letter, upon full payment of the fees and subject to any restriction applicable to any third-party right, PwC shall grant the Client non-exclusive and non-transferable rights to the use of the Deliverables for the Client’s internal purposes, excluding any marketing right.

1.4 The Deliverables are for Client internal purposes only and cannot be disclosed to any third party except to:

- an entity/person i) directly or indirectly controlling the Client or controlled a) by the Client or b) by an entity/person controlling the Client (the “**Client’s Entities**”) and which/who is strictly required to acquaint themselves with the Deliverables, or ii) to which/whom the disclosure is required by Luxembourg law, is allowed in the Engagement Letter or the Deliverables themselves, or otherwise expressly agreed in advance by PwC in writing (together the “**Recipients**”) provided that the Recipients first agree that PwC accepts no duty or liability to them and that no onward disclosure may be made; or

- tax authorities (“**Tax Authorities**”) or intermediaries (“**Intermediaries**”) within the meaning of the Council Directive amending Directive 2011/16/EU as regards mandatory exchange of information in the field of taxation in relation to reportable cross-border arrangements (commonly referred to as DAC6). The Client shall provide PwC with the name and details of such Intermediaries to which a Deliverable was disclosed.

In any event, the Deliverables may only be used for the purposes stated in the Engagement Letter and can be neither modified nor abridged, either partially or totally, without PwC’s prior written approval. Under no circumstances may PwC be held liable to third parties, including the Recipients, Tax Authorities, Intermediaries and the Stakeholders (the “**Third Party(ies)**”) who may have access to the Deliverables.

2 Roles and obligations of the Parties

2.1 PwC shall provide the Services on a reasonable-efforts basis with adequate skill and care. For this purpose, PwC will rely on all information, documents and personal data provided to it during the Contract by the Client, its employees, subcontractors, providers and/or third parties involved in, or having an impact on, the Services (the “**Stakeholders**”). Before making all necessary and sufficient client information available, the Client shall verify that it is accurate, complete and comprehensive as well as lawfully provided and shall maintain appropriate back-up. Should PwC be involved in the performance of other services, PwC will not be deemed to use information from such other services as part of this Contract.

2.2 Unless otherwise agreed in writing by the Parties, the Services are provided in accordance with PwC’s understanding of current Luxembourg laws, regulations and professional standards and the practices of the Luxembourg authorities that are specifically applicable to them at the date on which the Services are performed. Therefore, they are not intended to take into account any foreign or international practice or rule, including for instance those relating to distortion of competition or state aid, neither are they designed to anticipate any changes related thereto which may affect the Services in the future. Any other explicit or implied warranty, such as hidden defects, or undisturbed and future benefits, is excluded. Similarly, PwC provides no explicit or implied warranty that the Client’s needs and objectives will be met.

2.3 Should PwC be declared in breach of its obligations under this Contract, PwC shall remedy proportionally the direct damage suffered by the Client in direct connection with such breach only. Such damage shall not include liability for hypothetical, consequential and incidental damages, for lost business, data or profits or for damages to the Client’s image or reputation. In any case, except in the event of proven gross negligence or fraud by PwC, the aggregate amount of damages PwC may be ordered to pay, for all damages combined, on any grounds, shall not exceed (excluding taxes and expenses) i) three times the amount of fees received by PwC with respect to the Deliverable that gave rise to the breach or ii) one million euros, whichever is lower. The Client agrees that PwC may not be held liable for any breach or fault by the Client and/or the Third Parties. The Client will do its utmost to minimise any damages it may suffer.

2.4 PwC shall only make commitments towards the Client and the Services are not for the benefit of any Third Party. The Client agrees to reimburse PwC, its employees and agents and/or any PwC Entity, its partners, employees and agents for all damages, settlements, losses and expenses (including legal fees) relating to all actions, proceedings and claims brought or threatened by a Third Party in connection with the Services, their use and/or disclosure.

2.5 The Client has specific obligations to precisely define its requirements and constraints, to provide PwC with (and/or give PwC access to) all up-to-date information in the requested format, to notify PwC without delay of any event which may have an impact on the performance of the Contract, to cooperate with PwC and to make sure all Stakeholders cooperate with PwC, to meet assigned deadlines and to make sure the Stakeholders meet the deadlines, to accept the Deliverables and/or Draft Deliverables, to obtain the rights and/or authorisations required for the purposes of the Contract and to make available to PwC, free of charge, the resources that PwC may reasonably require to perform the Services.

2.6 PwC is bound by the principles of ethics and independence applicable in Luxembourg to auditors and accountants. To that extent, PwC applies acceptance and continuance procedures (the “**AC Process**”) including anti-money laundering, anti-bribery and counter-terrorist financing. To this end, the Client is required to i) assist PwC beforehand in identifying (with relevant documentation) its beneficial owners and managers; ii) represent that its activities, products and services, and those of the Client’s Entities, are not directly or indirectly prohibited or restricted by any applicable regulation; iii) represent and warrant that it complies with its obligations (regulatory, tax and others) in countries in which it operates; and iv) inform PwC immediately of any changes hereto or fact that must be brought to PwC’s attention in this regard. Any delay or failure by the Client in doing so may result in the Services and/or the Contract being delayed or cancelled at no cost and liability by PwC. When a PwC Entity wishes to rely on the AC Process applied to the Client, the Client hereby explicitly instructs PwC to allow and facilitate such reliance, including by sharing any relevant client information. Should the AC Process lead to PwC or a PwC Entity being precluded from performing the Services or any component thereof, PwC reserves the right to immediately either modify or terminate the Contract. The Client shall also notify PwC of any perceived or potential conflict of interest in connection with the Services so that the Parties may put relevant arrangements in place if such a conflict materialises or threatens to occur. If the Client is an issuer of financial instruments as defined by the EU Market Abuse Regulation, PwC may be considered a potential insider, depending on the circumstances. In such cases, PwC shall, on behalf of and under the responsibility of the Client, draw up a list of PwC employees potentially affected. For its part, the Client shall provide PwC with the information considered as inside information.

3 Fees and payments

3.1 The estimated amount of fees to be received by PwC (the “**Fee Basis**”) is subject to the prerequisites and assumptions defined in the Contract and/or in the Deliverables, including compliance by the Client and/or the Stakeholders with their obligations (e.g. deadlines, cooperation, approval) to any contractual amendment or request for specific resources by the Client and/or to any factor outside PwC’s control. Any change to the Fee Basis will result in PwC revising its fees accordingly, after notifying the Client thereof. Similarly, PwC reserves the right to review its rates which are used as a basis for invoicing after giving reasonable notice to the Client.

3.2 The Client shall reimburse PwC for any reasonable travel, accommodation, subsistence, administrative and communication expenses. In addition, PwC shall invoice the Client for engagement-related administrative expenses, such as those relating to supervisory authorities and regulatory requirements, which are currently estimated at 2,5% of every fee.

3.3 Depending on the circumstances, PwC will either invoice the Client periodically or according to the progress of the Services. PwC reserves the right to ask for the payment of advance fees. Queries concerning invoices should be raised with PwC within fifteen days of the invoice date. Otherwise, invoices shall be deemed accepted. If only part of an invoice is disputed, the undisputed part of the invoice shall be paid as described above.

4 Confidentiality and personal data

4.1 Under the Law of 23 July 2016 on the audit profession, PwC is required to adopt professional secrecy and to maintain strict confidentiality regarding all information obtained while performing its engagements. In order to enable PwC to fulfil its engagements, especially with regard to other PwC entities or in the Client’s interests in the broad sense, the Client consents to PwC sharing certain information pertaining to it, but not including the details of the Services.

4.2 The Client shall treat as confidential the information, of whatever nature or medium, relating to PwC, its subcontractors and suppliers, including commercial, financial, technical, methodological or other information, which is received or created while performing this Contract and which is not public information.

4.3 PwC will necessarily process information relating to identified or identifiable natural persons (the “**Data Subjects**”) that is provided directly or indirectly by the Client and/or the Stakeholders. The conditions and modalities regarding this data processing, including the rights of the Data Subjects, can be found on the following website: www.pwc.lu/dataprotection-notice.

5 Commencement and termination of the Contract

5.1 The Contract shall be effective from the date and for the period set out in the Engagement Letter. If the Contract is entered into for an indefinite period, either Party may terminate it by giving thirty days’ written notice to the other Party.

5.2 In the event of a material breach of its obligations by either Party which is not remedied within thirty days of notification, the other Party may terminate the Contract automatically.

5.3 In all instances of termination, the Client shall pay proportionally to PwC the fees relating to all Services performed, together with the expenses incurred by PwC up to the effective date of termination. The Client shall also pay any reasonable expenses arising out of the early termination of the Contract, except in the event that the termination of the Contract is solely attributable to PwC’s exclusive material breach.

6 Resources

6.1 PwC shall be solely liable for the competence and availability of the resources it assigns to perform the Services. It reserves the right to subcontract all or part of the Services, to use specialist, secure third-party systems and/or technological solutions tailored to the PwC’s line of business (including on the Internet), or to rely on the skills of external experts (together the “**Experts**”). The Client expressly acknowledges this capability of PwC and consents to the relevant information concerning it being disclosed to such Experts.

6.2 PricewaterhouseCoopers is a global network of separate and independent companies and associations. This Contract is entered into solely between the Client and PwC. As part of the performance of the Services, PwC may, at its discretion, call upon any Experts which carry on a business activity under a name including all or part of the name PricewaterhouseCoopers, or are otherwise connected with PricewaterhouseCoopers (or are associated with or

related to any other PricewaterhouseCoopers entity), or are a correspondent member firm within the global PricewaterhouseCoopers network, including its partners, employees and agents (the “**PwC Entity(ies)**”). As a result, PwC shall be solely liable for the performance of the Services and the Client agrees not to hold liable on any grounds whatsoever – and shall obtain the same commitment from the Client’s Entities – any other PwC Entity for the performance of this Contract. This provision is for the benefit of those PwC Entities which might be involved as part of the Contract and which might thus avail themselves of this provision, if necessary, as if they had been a Party.

7 Miscellaneous

7.1 PwC is knowledgeable of the legal and regulatory environment applicable to the Services in Luxembourg, and performs the Services based on its expertise, market practice and experience. However, PwC does not provide legal advice. Should the Client, at any stage, need a legal opinion on any issue in relation with the Services, the Client must seek legal advice.

7.2 Unless otherwise instructed by the Client, any person requesting Services shall be considered to be authorised to bind the Client.

7.3 If a Party does not avail itself of a right to which it is entitled, this shall not be construed as a waiver of any of the provisions of the Contract.

7.4 Each Party undertakes to use available up-to-date virus protection software and other adequate customary procedures to secure its IT environment, whether internal or outsourced, and to protect the other Party’s data. However, each Party agrees that neither this environment nor the electronic transmission of information can be guaranteed to be fully secure and consequently acknowledges that data may be hacked, intercepted, corrupted or otherwise unsafe to use. Each Party therefore confirms the acceptance of such risks.

7.5 The notifications or notice periods provided for under this Contract are considered calendar days. Notifications or notices shall be made in writing and shall be effective either once they have been served personally or five days after the sending of a registered letter with acknowledgement of receipt to the address specified in the Engagement Letter or to any other address notified beforehand in writing by either Party. In the event of a dispute, the Client shall address its notification to the “Office of the General Counsel” of PwC.

7.6 The Contract, including all amendments thereto and any attached document, constitutes the entire agreement between the Parties relating to the Services. The Contract replaces and supersedes any previous proposal, correspondence, general terms and conditions of the Client and any agreement or understanding, whether in writing or not, for the provision of Services. Any text which is crossed out or added by hand shall be initialled by both Parties in order to be valid.

7.7 In the event that the entity which signs this Contract (the “**Signatory**”) is acting as duly authorised representative of one or several Client Entity(ies), or of one or several entity(ies) for which it handles operational management (the “**Represented Client(s)**”), the Contract shall constitute separate bilateral contracts between PwC and each Represented Client. To this end, the Signatory confirms that i) each Represented Client has the same non-conflicting interest in the performance of the Contract; ii) each Represented Client expressly waives its right to have its own personal original; and (iii) the Signatory shall provide each Represented Client with a full copy of the Contract. The Signatory represents and warrants that the Represented Clients, for which the Signatory stands surety, each agree with the entire provisions of the Contract. Should any Represented Client not comply with, or breach the Contract, the Signatory shall cause and maintain full compliance by such Represented Client with its entire obligations.

8 Governing law and jurisdiction

8.1 The Contract and any related non-contractual obligations shall be governed and interpreted exclusively in accordance with the laws of Luxembourg without giving effect to conflict of law rules. The courts of Luxembourg City shall have exclusive jurisdiction to settle any dispute, controversy or claim which may arise out of, or in connection with, the Contract or its performance, non-performance, termination or invalidity if the matter cannot be solved amicably.

8.2 All actions brought against PwC and/or its employees shall be statute-barred after i) a period of five years from the delivery date of the disputed Services or ii) a period of one year from the date on which the Client should reasonably have become aware of the damage, whichever comes first.