

LEYTON BENELUX - STANDARD TERMS AND CONDITIONS (18/04/2025)

The following are the Standard Terms and Conditions applicable to the services described in the Partnership Agreement, which together constitute a legally binding agreement (hereinafter the 'Agreement'), between Leyton and the Client, collectively referred to as the 'Parties'.

Client obligations

- 1)** To avoid any ambiguity regarding the origins of the savings, the Client warrants that the Assignment entrusted to Leyton is not the subject of an internal application by the Client or an external service provider. In this regard, all recommendations formulated by Leyton will be deemed to result from its intervention, except for those that are expressly excluded by the Client when signing the Agreement.
- 2)** Unless the Client has expressly stated otherwise in writing, the Client agrees that any person purporting to instruct Leyton on behalf of the Client is authorised to do so. The Client further agrees that in the absence of express agreement to these terms and conditions, Leyton may keep the Client bound by these terms and conditions if the Client subsequently instructs Leyton (verbally or in writing) to carry out work necessary to perform the Assignments.
- 3)** The Client agrees to provide Leyton with timely, accurate, complete and up-to-date information and/or documentation when requested, so that Leyton can perform the Assignment. Leyton may delay the commencement or progress of the Assignment until all requested information and/or documentation is received from the Client, and the Client agrees that Leyton will not be in breach of the Agreement if such delay should be necessary.
- 4)** When the Client provides Leyton with information, the Client warrants the accuracy of this information and confirms that the Client has the permission and authority to share all elements of this information with Leyton.

Implementing the recommendations

- 5)** Leyton will communicate its recommendations in writing to the Client following the Client's audit. Leyton acknowledges and accepts that the Client may freely decide whether or not to implement any recommendation.
- 6)** If the Client decides not to implement one or more recommendations, the Client undertakes not to implement these recommendations during the term of the Agreement. If the Client nevertheless decides to implement these recommendations, Leyton has the right to invoice its services in accordance with the terms of the Agreement.
- 7)** If the Client decides to implement the recommendations, it undertakes to be exclusively assisted by Leyton during this process of implementation, until the savings are realised. If the event that the competent tax authority rejects this implementation, Leyton and the Client undertake to determine the next steps in the matter by mutual agreement and in good faith.

Confidential information

- 8) Neither Party will use the other Party's confidential information for any purpose other than to exercise its rights and perform its obligations in accordance with or in connection with this Agreement.
- 9) Neither Party may disclose the other Party's confidential information to a third party outside its corporate or group structure without the prior approval of the other Party, except where such information is already publicly known other than by any act or omission of the receiving Party.
- 10) It is agreed that a Party's confidential information is not deemed to include information that:
 - a. is publicly known other than by any act or omission of the receiving party;
 - b. was in the lawful possession of the other party prior to the disclosure;
 - c. is lawfully disclosed to the receiving party by a third party without restrictions on disclosure;
 - d. is independently developed by the receiving party, as evidenced by written proof;
 - e. must officially be disclosed by law, by a court of competent jurisdiction or by a regulatory or administrative body.
- 11) Each party agrees to take all reasonable steps to ensure that any confidential information of the other party to which it has access is not disclosed or disseminated by its employees or in breach of the provisions of this Agreement. Neither Party is responsible for any loss, destruction, alteration or disclosure of confidential information caused by a third party.
- 12) The Parties agree that these clauses relating to confidential information will survive the expiry or termination of the Agreement.
- 13) The Client hereby expressly authorises Leyton to disclose the existence of their business relationship.

Protection of personal data

- 14) The Client is responsible for personal data, especially those to which Leyton has access in the context of the performance of the services, and must take all necessary precautions to ensure the security of the data and prevent them from being distorted, damaged or accessed by unauthorised third parties, taking into account the nature of the data and the risks posed by the processing.
- 15) If the services entrusted to Leyton involve the processing of personal data on behalf of the Client, it is the Client's responsibility to ensure that the security and confidentiality measures taken by Leyton are in line with the level of caution that the Client itself must observe with regard to its own obligations in relation to securing personal data, and that the guarantees offered by Leyton are sufficient.
- 16) In this context, Leyton can only act on the Client's instructions and, unless instructed otherwise by the Client, Leyton undertakes:
 - o not to process or access the data or files for purposes other than the performance of its services under this Agreement;

- not to include external data in the files;
 - not to access or handle data other than those relevant to its services, even if access to such data is technically possible;
 - not to disseminate the data concerned, either in full or in part, in any format.
- 17)** The Parties have agreed to define an 'instruction' as being obtained when Leyton is acting in the performance of this Agreement.
- 18)** The General Data Protection Regulation (GDPR) came into force on 25 May 2018. In **Annex 1** to these Standard Terms and Conditions, the parties have agreed to define the necessary security and protection mechanisms to ensure their compliance with the GDPR.

Invoicing

- 19)** In consideration for the performance of the Assignment granted under the Partnership Agreement, Leyton will receive an annual fee in accordance with the stipulations of the Partnership Agreement (excluding VAT) (the 'Fee').
- 20)** The applicable VAT rate will be added to the amounts invoiced by Leyton. Leyton's invoices are payable within thirty (30) days end of month. In the event of late payment by the Client, Leyton will be entitled, by operation of law and without notice of default, to charge late-payment interest at the rate provided for in the proposed rates of the Act of 2 August 2002 on combating late payment in commercial transactions.

Early termination

- 21)** In case of early termination of the Agreement by the Client, Leyton is entitled to charge a severance fee.
- This severance fee consists of the fee the Client would owe for the service (12 months) relating to the year in which the termination occurs.

Termination for reasons of non-performance

- 22)** Without prejudice to any other right or remedy available to it, either party may terminate this Agreement with immediate effect by serving written notice to the other:
- a.** if the other party fails to pay any amount due under this Agreement on time and remains in default for 30 days after being notified in writing to make such payment.

Liability

- 23)** Leyton undertakes to take the utmost care in carrying out the Assignment in compliance with professional standards. It is expressly agreed that, on Leyton's part, this agreement comprises only an obligation of means.

- 24)** In the event that any savings made by the Client are to be refunded, Leyton undertakes to refund its fees received in proportion to the amounts to be refunded by the Client, excluding any interest and increases.

In the event that the savings cannot be achieved or maintained, no remuneration shall be due, or any remuneration already received shall be reimbursed in proportion to the amounts to be refunded by the Client, unless the failure to achieve or loss of the savings is related to any violation or disregard of legal or regulatory provisions, or guidelines or recommendations of LEYTON by the Client or any person appointed by them.

- 25)** Except in cases of wilful misconduct, Leyton's responsibility is limited to no more than the amount of the fees received by Leyton. Leyton cannot be held responsible for loss of profits, loss of business revenue, any other indirect, special, incidental, consequential losses, or for replacement costs, regardless of the cause.
- 26)** The Customer declares to waive her right to file liability claims against the employees and other auxiliary persons of Leyton.

Applicable law

- 27)** This Agreement is subject to the laws of Belgium. In case of any dispute regarding the performance or interpretation of this Agreement, the courts of the judicial district of Brussels will have exclusive jurisdiction.

Miscellaneous provisions

- 28)** If one or more of these provisions is found to be invalid, illegal or unenforceable, this provision will be severed from the rest of the Agreement so that the remaining provisions or parts of the Agreement remain in full force and effect.
- 29)** Failure on the part of either party to enforce any provision of these terms and conditions or to exercise any right in this regard will not be construed as a waiver of that provision or right.
- 30)** The Client agrees that Leyton may assign or subcontract all its rights and obligations under the Agreement to a member of its group for as long as they are a member of the group.