

GENERAL TERMS AND CONDITIONS OF PPMGL CONSULTING SRL

Article 1: Identity of the contracting parties

These general terms and conditions are applicable between:

- PPMGL Consulting SRL, registered with the Crossroads Bank for Enterprises under number 806.822.244 | RPM Liège – Namur Division, with its registered office at 5100 Jambes, rue du Garde 10, also operating under the trade name "Belgian Bankers Academy" (BBA), establishment unit number: 2.342.404.696, referred to as "PPMGL Consulting"; and
- "the Client," meaning any natural or legal person who consults PPMGL Consulting.

For the purposes of these general terms and conditions, references to "PPMGL Consulting" refer indiscriminately to the services provided by PPMGL Consulting SRL, whether these are offered under the name "PPMGL Consulting" or under the trade name "Belgian Bankers Academy."

Article 2: Content of the contract

The contractual relationship between PPMGL Consulting and the Client is governed by these general terms and conditions and any offer and/or special conditions (hereinafter referred to as "the Contract"). The Contract is deemed to have been concluded upon written confirmation, validation by email, payment (deposit or full payment) or commencement of the services, even in the absence of a formal signature. The Contract cancels and replaces all written or verbal agreements, proposals and commitments that have the same purpose and that precede the date of conclusion of the Contract.

The Contract takes precedence over the Client's general terms and conditions and/or other terms and conditions, even if the latter provide that they apply exclusively. Any derogation from the Contract is authorized provided that PPMGL Consulting gives its prior written consent. The special conditions offered to the Client are always strictly limited to the subject matter or transaction to which they relate, are strictly interpreted, and do not prevent the application of these general terms and conditions for the remainder.

Failure by PPMGL Consulting to enforce any provision of these general terms and conditions shall in no way be construed or interpreted as (i) a waiver of its future application, or (ii) a waiver of the application of the other provisions of these general terms and conditions by PPMGL Consulting.

Article 3: PPMGL Consulting's Mission

3.1. PPMGL Consulting's mission

PPMGL Consulting shall perform the services ordered by the Client and, where applicable, provide any ancillary services ordered by the Client, such as monitoring relations with the Client's subcontractors, suppliers, and customers. PPMGL

Consulting shall take all reasonable measures to perform the services within a reasonable time frame. Any mention of deadlines by PPMGL Consulting is for information purposes only and does not constitute an obligation to achieve a specific result. If PPMGL Consulting fails to perform the services, any deposits paid by the Client shall be refunded without interest or compensation, unless the failure to perform is due to the Client's actions or negligence or to a case of force majeure as defined below.

3.2. Liability of PPMGL Consulting

PPMGL Consulting is bound by an obligation of means. It may only be held liable in the event of a proven breach of its contractual obligations that is directly attributable to it. Except in cases of fraud, gross negligence, or failure to perform the essential obligations that form the very purpose of the Contract, PPMGL Consulting's liability is limited in accordance with the provisions of this article.

PPMGL Consulting shall only be held liable if the Client has first given it formal notice to perform, in writing and stating reasons, within fifteen (15) calendar days of becoming aware of the breach, and if the Client has allowed PPMGL Consulting a reasonable period of time to remedy the breach. PPMGL Consulting is not liable for any damages resulting from the Client's failure to comply with the Contract. Nor is it liable for defects caused directly or indirectly by the Client or a third party, whether such defects were caused by fault or negligence.

To the extent permitted by applicable law and without prejudice to cases of fraud, gross negligence, or failure to perform essential obligations, PPMGL Consulting shall not be liable for: (i) loss of profits, loss of earnings, loss of business opportunities, loss of data, loss of contracts, loss of market position, or loss of goodwill; (ii) increased costs or expenses; (iii) any type of special, indirect, or consequential loss resulting from any loss, damage, cost, or expense of any kind and for any reason whatsoever, whether contractual, extra-contractual, or otherwise, including, but not limited to, loss of time, management time, loss of goodwill or expected earnings incurred in connection with or unrelated to the assignment entrusted to PPMGL Consulting; (iv) any damage caused by PPMGL Consulting's agents, employees, or subcontractors, except in cases of fraud or gross negligence on their part.

The total liability of PPMGL Consulting for all proven direct damages suffered by the Client in connection with the performance of the Contract shall never exceed the total amount (excluding VAT) of the services provided by PPMGL Consulting under the part of the Contract in connection with which the breach occurred. In any event, compensation shall, where applicable, be limited to the amount covered by PPMGL Consulting's professional liability insurance. The limitations and exclusions of liability provided for in this article shall apply to any action taken by the Client, whether based on contractual or non-contractual liability (including under the new Book 6 of the Civil Code) or on

any other legal basis, unless otherwise required by mandatory provisions.

3.3. Force majeure

PPMGL Consulting cannot be held liable for any failure to perform or improper performance of its contractual obligations where such failure or improper performance results from a case of force majeure. Cases of force majeure include, but are not limited to: natural disasters, fires, floods, explosions, acts of terrorism, wars, riots, general or sectoral strikes, government decisions, pandemics or epidemics and related health measures, major power or telecommunications outages or failures, failures of third parties over which PPMGL Consulting has no reasonable control, and any other unforeseeable, irresistible event beyond the control of PPMGL Consulting. In the event of force majeure, PPMGL Consulting shall inform the Client as soon as possible. PPMGL Consulting's obligations shall then be suspended for the duration of the force majeure event. PPMGL Consulting and the Client shall endeavor in good faith to find a fair solution, such as postponing the services. No refund, compensation, or penalty may be claimed as a result of the non-performance, suspension, or postponement of services resulting from a force majeure event.

Article 4: Invoices

Unless otherwise specified, PPMGL Consulting's prices do not include VAT or administrative costs. PPMGL Consulting reserves the right at any time to apply the principle of pre-invoicing services at the price in effect at that time. PPMGL Consulting reserves the right to change the billing frequency, to convert *delivery-based* billing (= billing per delivery) to *time-based* billing (= billing for a specific period) or vice versa, to apply the principle of grouped billing (= billing for different assignments on the same invoice) and, more generally, to change the billing method.

PPMGL Consulting invoices are payable upon receipt. Any dispute regarding an invoice must be made in writing within fifteen (15) calendar days of the invoice date. The dispute does not release the Client from its payment obligation. Any invoice issued by PPMGL Consulting that is not disputed within fifteen calendar days is deemed to have been accepted by the Client in terms of its amount and cannot be disputed at a later date.

The amount of any invoice not paid in full by the due date shall be increased automatically and without prior notice by a late payment interest of 1% per month, with each month started being considered a full month.

Without prejudice to the other provisions, if an invoice is not paid within fifteen (15) days of its date of issue, PPMGL Consulting shall be entitled to a fixed compensation of 15% with a minimum of 125 euros.

Similarly, without prejudice to the foregoing provisions, failure to pay an invoice by its due date shall entitle PPMGL Consulting to suspend the performance of its services for the Client, to terminate any current contract and/or to withhold any order until full payment of all debts, including late payment interest and compensation.

PPMGL Consulting may, for certain specific services, in particular events, seminars, training courses, or conferences organized under the name PPMGL Consulting or under the brand name "Belgian Bankers Academy," require mandatory advance payment (deposit or full payment). This requirement will be specified in the relevant offer, agreement, or order confirmation. In the absence of advance payment by the agreed due date, PPMGL Consulting reserves the right not to confirm participation or to suspend the service without the Client being entitled to claim any compensation.

Article 5: Duration

PPMGL Consulting's commercial documents and offers do not create any obligation on the part of PPMGL Consulting. The contract between PPMGL Consulting and the Client only comes into effect after written or electronic confirmation of the Client's order by PPMGL Consulting or after PPMGL Consulting has begun to perform the services.

Unless otherwise stipulated in the offer, the Contract is concluded between the parties for an indefinite period.

When the Contract is concluded for an indefinite period, each party has the right to terminate all or part of the Contract at any time, by registered letter with acknowledgment of receipt, subject to a notice period of 6 months.

Article 6: Cancellation of the offer or order

Any offer made by PPMGL Consulting, whether in paper or electronic form, is valid for a period of one (1) month, unless otherwise specified in the offer.

Any cancellation of an order by the Client must be made in writing within eight (8) calendar days of placing the order and must be accepted by PPMGL Consulting to be valid. In the event of cancellation of an order, the Client is required to pay a lump sum compensation equivalent to 20% of the order amount.

For services related to scheduled events (such as, but not limited to, training courses, conferences, seminars, or study days organized by PPMGL Consulting or under the "Belgian Bankers Academy" brand): any cancellation by the Client less than thirty (30) calendar days before the date of the event will result in the full amount (100%) of the order being invoiced; any cancellation by the Client between sixty (60) and thirty (30) calendar days before the date of the event will result in the payment of compensation equivalent to 50% of the order amount.

All cancellation requests must, in all cases, be made in writing and will only be valid after written confirmation by PPMGL Consulting.

Article 7: Data protection

The data provided by the Client is stored in a PPMGL Consulting file. This data is used: for the management of contractual relations between the Client and PPMGL Consulting; for the organization of information and promotional campaigns relating to the products and services offered by PPMGL Consulting and/or the "Belgian Bankers Academy" brand; where applicable, to comply



with the legal or regulatory obligations imposed on PPMGL Consulting.

The Client's contact details may, provided that the Client has given their explicit consent, be used for direct marketing purposes (e.g., sending newsletters, invitations to events, commercial information). Without explicit consent, the data will never be used or transmitted for these purposes. The Client may withdraw any consent they may have given for the use of their data for direct marketing purposes at any time, free of charge and without justification. Withdrawal of consent does not affect the lawfulness of processing based on consent before its withdrawal.

Within the framework of the contractual relationship between the Client and PPMGL Consulting, the Client's data will only be processed by PPMGL Consulting and its subcontractors, who have entered into the necessary contracts with PPMGL Consulting to ensure processing in accordance with the applicable data protection rules.

PPMGL Consulting will not store any data outside the European Economic Area without first notifying the Client, including informing them of the appropriate safeguards governing the transfer and, if necessary, obtaining their consent.

PPMGL Consulting will endeavor to provide all appropriate technical and organizational measures to protect and secure data against accidental or unauthorized destruction, accidental loss, alteration, unauthorized access, and any other unauthorized or unlawful processing, taking into account the state of the art and the costs of implementation. Data that is no longer necessary or useful will be deleted or anonymized.

The Client has the following rights, within the limits and conditions provided for by applicable regulations: the right to access their data; the right to rectify inaccurate or incomplete data; the right to erase their data ("right to be forgotten") in the cases provided for by law; the right to restrict processing; the right to the portability of the data they have provided; the right to object to the processing of their data for direct marketing purposes; the right to withdraw their consent where processing is based on consent, without affecting the lawfulness of processing prior to withdrawal.

Any request relating to these rights may be addressed to PPMGL Consulting via the email address indicated at the bottom of these terms and conditions. Such requests will be processed free of charge, unless a similar request is made to PPMGL Consulting within six (6) months or the Client requests additional copies, in which case PPMGL Consulting reserves the right to charge a reasonable fee based on the administrative costs incurred in responding to the request. The Client also has the right to lodge a complaint with the Data Protection Authority (DPA) if they believe that the processing of their personal data violates applicable data protection regulations.

Article 8: Nullity and invalidity

Any provisions of the Contract that violate a legal or regulatory provision of public order or mandatory nature shall be deemed unwritten, without such nullity affecting the validity of these general terms and conditions as a whole, unless the provision in question is decisive for the agreement itself.

In the event that the provision concerned affects the very nature of the contractual relationship, each party shall endeavor to negotiate immediately and in good faith a valid provision with an equivalent economic effect or, at the very least, as close as possible to the effect of the invalid provision.

Article 9: Applicable law and competent courts

This Contract is governed by Belgian law.

Any dispute relating to the validity, interpretation, or performance of the Contract and these general terms and conditions shall be subject to the exclusive jurisdiction of the Enterprise Court of Liège, Namur division, ruling in French, and, on appeal, the Court of Appeal of Liège.

Article 10: Acceptance of the general terms and conditions

The Client is deemed to have accepted these general terms and conditions within 10 days of their being sent by PPMGL Consulting. These terms and conditions may validly be sent by email.

Acceptance may be demonstrated by any means of proof, including email exchanges, the signing of contractual documents, the payment of invoices, or the commencement of the provision of services.