GENERAL TERMS AND CONDITIONS AlliA
(Version 05/11/2026)

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II. DEFINITIONS

Commencement Date	The commencement date of the Assignment
AlliA	NV AlliA Insurance Brokers – Kwadestraat 157/51, 8800 Roeselare (CBE 0508.449.056).
General Terms and Conditions	The general terms and conditions of the Agreement
Contract Date	The date of signature of the Service Level Agreement or, in the absence thereof, the commencement date of the Assignment.
Termination Date	The date on which the Agreement comes to an end.
Duration	The total duration of the Agreement
Compensation	The compensation for AlliA as determined, if applicable, in the Service Level Agreement, and the compensation for the execution of the Assignment.
Customer	Anyone who makes use of the services of AlliA. Unless otherwise stipulated, the provisions of the Agreement apply both to the Customer considered as a business and to the customer qualified as a consumer under the applicable legislation. The following definitions apply: • Customer-business shall mean, pursuant to the Economic Law Code (Wetboek van Economisch Recht, WER), Book I, Article I.1, 1°, "any natural person, legal entity or other organization without legal personality that carries out an economic activity on a sustainable basis." • Customer-consumer shall mean, pursuant to the Economic Law Code (WER), Book I, Article I.1, 2°, "a natural person acting for purposes which fall outside his trade, business, craft or profession.""
Assignment	The services provided by AlliA as an insurance intermediary to the Customer in accordance with the provisions of the general terms and conditions and, if applicable, further defined in the Service Level Agreement."
Agreement	The General Terms and Conditions, as applicable, supplemented by the Service Level Agreement
Service Level Agreement	If applicable, the agreement concluded between AlliA and the Customer, whereby the applicable arrangements regarding the Assignment are further specified.
Expiration Date	The last day of the initial term for which the Agreement is concluded, as provided for in the Service Level Agreement if applicable, and, in case of (automatic) renewal, the last calendar day of the extended term.

III. SCOPE

The services provided by AlliA and its affiliated companies within the meaning of Article I:20 of the Belgian Companies and Associations Code are governed by the provisions of the General Terms and Conditions, which can be consulted at any time via www.allia.be. The General Terms and Conditions on the website shall prevail over the terms described herein.

IV. GENERAL CONDITIONS

1. ASSIGNMENT

AlliA undertakes, as an obligation of means, to execute the Assignment. In doing so, it strives to find the insurance policies that best match the Customer's needs. This is achieved through a correct and thorough analysis of the products available on the market and the Customer's requirements. The selected insurance companies are chosen based on AlliA's expertise. However, the Customer always has the final decision on which insurance company is ultimately selected.

The Assignment consists of the following tasks, which are exhaustively described hereafter:

a) Mediation, consisting of, in mutual consultation and with the Customer's consent:

(i) determining which insurance policies are desired and the substantive conditions they must meet; and
(ii) collecting the required information necessary to obtain the insurance policies; and
(iii) contacting insurance company(ies) with a view to obtaining one or more insurance policy proposals, and, if appropriate, repeating this on a regular basis; and
(iv) analyzing and comparing the received insurance policy proposals; and
(v) presenting and explaining the insurance policy proposals to the Customer; and
(vi) confirming, on behalf of and for the account of the Customer, to the insurance company(ies) the Customer's possible agreement with the insurance policy(ies);
(vii) delivering to the Customer the necessary documents (policies, certificates, etc.) in connection with the insurance policy(ies); and
(viii) where applicable, receiving the premium and forwarding it to the insurance company(ies); and
(ix) periodically evaluating and, if necessary, adjusting the insurance policy(ies); and
(x) renewing or modifying the concluded insurance policy(ies) upon their expiration date.

b) Assistance with claims management consists of:

(i) arranging, monitoring, and handling claims files related to the insurance policy(ies) in mutual consultation with and with the consent of the Customer by:
(ii) preparing a claim notification and forwarding it to the insurance company(ies); and
(iii) negotiating with the insurance company(ies) for the settlement and resolution of claims files; and
(iv) collecting and subsequently paying out the compensation due by the insurance company(ies); and
(v) providing advice to and assisting the Customer in relation to claims where the amount is less than the deductible or regarding potential recourse actions.

2. DURATION

a) To the extent that a Term has been agreed upon in a Service Level Agreement, the Agreement shall, unless terminated in a timely manner, be automatically and tacitly renewed upon the Expiry Date for a period of three (3) years.
b) Furthermore, either party may terminate the Agreement at the end of the Term, provided that the termination is effected by registered letter no later than four months prior to the Expiry Date in order to be valid. The notice period shall commence on the first calendar day of the calendar month following the calendar month in which the notice letter was sent (as evidenced by the postmark).
c) Furthermore, either party has the right to immediately terminate the Agreement with immediate effect against the other party in case of a serious breach by the other party of its contractual obligations that reasonably seriously impedes further professional cooperation and is not remedied within thirty (30) calendar days after the (post)date of the formal notice sent by registered letter. Furthermore, either party has the right to immediately terminate the Agreement in case of force majeure, which shall be understood to include all exceptional circumstances that reasonably and definitively make the performance of the Agreement impossible and which cannot be considered a contractual breach.

3. THE LIABILITY OF ALLIA

d) AlliA can only be held liable for direct and immediate damages resulting from a proven contractual breach; and
e) AlliA shall in no event be liable for any form of indirect, consequential, special, punitive, or immaterial damages, regardless of whether such damages arise from a contractual fault, tort (including negligence), or otherwise. Such damages include, but are not limited to, loss of profit, loss of revenue, loss of customers, reputational damage, loss of data, business interruption, or claims from third parties. Such damages can under no circumstances be recovered from AlliA; and
f) The Client accepts that no liability claim may be made against the employees, directors, or executives of AlliA for acts performed in the course of executing the Agreement, except in cases of intentional misconduct, gross negligence, or misconduct unrelated to the performance of their duties. Furthermore, the liability limitations agreed upon by AlliA may also be invoked by the employees, directors, or executives of AlliA in cases where their liability could otherwise be retained; and
g) AlliA's liability is furthermore limited to the annual Compensation, with an absolute maximum of €15,000,000 per claim and per insurance year; and
h) AlliA is not responsible for providing legal, accounting, tax, regulatory, technical, or other specialized advice in connection with the Assignment (e.g., preventive measures to be taken, investments, etc.). Accordingly, the Customer acknowledges that any such advice provided shall be considered general and indicative only and shall not affect the Customer's obligation to seek specialized third-party advice (legal and/or tax advisors; architects; structural engineers; safety and prevention advisors, etc.) whose intervention is legally, fiscally, technically, or otherwise necessary or useful. AlliA can never be held liable for such advice, and the Customer alone is responsible for the consequences of failing to obtain specialized advice.
i) The Client expressly waives any claim for joint and several liability of AlliA with third parties, and AlliA may only be held liable for its share of any damages; and
The Customer undertakes to fully indemnify AlliA at first request for all claims made against AlliA by third parties in the context of Claims Management; and
j) The Client waives any liability claims arising from errors or negligence on the part of the Customer itself; and
k) The Client accepts that the obligations and related responsibilities of AlliA commence only from the start of the Assignment; and
l) AlliA can never be held liable for the availability, solvency, and/or services provided by the insurance companies.

4. THE CUSTOMER ITS OBLIGATIONS

The Customer undertakes to:

a) Always provide AlliA in a timely manner, and if necessary proactively, with all information that can Reasonably be expected to be necessary for AlliA to perform the Assignment; and
b) Timely make all payments owed to AlliA as well as to the insurance companies; and
c) Timely provide all necessary documents and forms required for the proper execution of the Assignment by AlliA; and
d) Always duly fulfill all its legal obligations.

5. COMPENSATION, INVOICING AND PAYMENT TERMS

a) Provisions common to all Customers:

   i) The Fee is payable in advance by the Customer. AlliA shall issue the invoice for the due Fee annually and in advance on the first anniversary of the Agreement (and for the first time on the Commencement Date); and
   ii) The Customer undertakes to settle all invoices/receipts within the period specified therein; and
   iii) All amounts in the Agreement are exclusive of costs and any applicable insurance taxes and/or VAT, which without exception are borne by the Customer; and
   iv) The Fee exclusively relates to and covers only the tasks that are part of the Assignment directly provided by AlliA. As such, (1) services delivered or tasks performed by third parties appointed with the Customer's consent, such as experts, legal advisors, etc., will be charged separately

(additionally) and invoiced directly by these third parties to the Customer, and (2) all additional assignments by AlliA will be invoiced separately; and

v) The Fee includes a flat-rate amount for travel and accommodation expenses up to a maximum of 10% of the agreed Fee. All additional costs exceeding this flat rate will be invoiced separately by AlliA to the Customer; and

vi) The Customer shall never be entitled to set off amounts owed under the Agreement against any amounts owed by AlliA unrelated to the performance of the Agreement; and

vii) The Fee invoiced by AlliA is definitively earned, even in the event of early termination of the Agreement; and

viii) The Customer acknowledges and agrees that, in addition to any Fee payable by the Customer, AlliA may also receive fees, commissions, bonuses, or other forms of compensation from third parties, including insurance companies or other business partners, related to the conclusion and/or management of insurance products. AlliA undertakes to inform the Customer in a timely manner of such compensation (if required and applicable) and, if required, to disclose the nature and extent of such fees transparently. The receipt of such compensation does not affect the objectivity of AlliA's advice, which always acts in the best interest of the Customer.

ix) The Customer acknowledges its conflicts of interest policy, which can be consulted at any time via AlliA's website www.allia.be.

b) Provisions applicable to the Customer as an enterprise

i) In case of non-payment or incomplete payment within the aforementioned payment term, the amounts due shall automatically and without prior notice of default be increased by (1) default interest at a rate of 10% per annum and (2) a fixed compensation amounting to 10% of the full invoice amount of the unpaid or partially unpaid invoice, with a minimum of €125.00; and

ii) The Fee shall be automatically and by operation of law adjusted annually according to the consumer price index in accordance with the following formula: new Fee = [current Fee x new index figure] / starting index figure. Whereby the following applies:

- The current Fee is equal to the Fee agreed upon on the Contract Date and as specified in the Agreement; and
- The starting index figure is equal to the consumer price index of the calendar month preceding the Contract Date; an
- The new index figure is equal to the consumer price index of the calendar month preceding The month of the anniversary of the Agreement, with the provision that: an
- The new index figure as well as the new Fee can never be lower than the last applied index figure and the last due Fee, respectively. If the consumer price index is downward adjusted, the last applied index figure (prior to the downward adjustment) will be used again for the calculation of the new Fee; and
- If and to the extent that the consumer price index is abolished, the index figure that replaces the consumer price index will be used instead. However, the Fee resulting from this indexation can never be lower than the Fee due up to the date of indexation; and
- Any adjustment according to this formula will take place automatically, without AlliA having to notify the Customer in advance.

iii) If a Service Level Agreement provides that the invoicing or collection by AlliA of (part of) the Fee or the premiums due is carried out directly by an affiliated company (multi-invoicing), the following shall apply:

- Invoicing is made exclusively to affiliated companies as specifically and exhaustively listed in the annex to the Agreement; and
- Invoicing is carried out up to the amounts and/or percentages mutually agreed upon in writing; and
- The Customer undertakes to ensure acceptance of and compliance by the affiliated companies with the provisions of the Agreement; and
- The Customer remains jointly and severally liable together with the affiliated companies (to whom the amounts were invoiced) for compliance with all obligations arising from the Agreement, including but not limited to payment of all amounts invoiced to the affiliated company, both regarding principal and any ancillary amounts; and
- All potential costs for the various administrative obligations resulting from the multi-invoicing are additionally payable by the Customer; and
- Fulfilling any administrative obligations under this multi-invoicing arrangement shall never result in AlliA incurring any additional obligations or burdens towards the Customer, affiliated companies, or third parties (including but not limited to administrative authorities, etc.) or in any way increasing AlliA's obligations.

c) Provisions applicable to the Customer as a consumer

In case of late payment, AlliA will send a first reminder free of charge. If payment is not received within 21 days after sending this reminder, the Customer shall owe (i) default interest equal to the reference interest rate plus 8%, in accordance with the law of August 2, 2002, and (ii) a fixed compensation for damages in accordance with the statutory provision of Article XIX.4 of the Economic Law Code (WER). The amount of this fixed compensation is €20.00 (invoice amount ≤ €150.00), €30.00 + 10% of the invoice amount (invoice amount between €150.00 and €500.00), or €65.00 + 5% of the invoice amount with a maximum of €2,000.00 (invoice amount > €500.00). The same compensation is owed by AlliA to the Customer-consumer if AlliA itself fails to fulfill its obligations.

6. FORCE MAJEURE

AlliA and the Customer shall not be liable for any delay or failure to perform their obligations under this agreement to the extent that such delay or failure is caused by force majeure. Force majeure shall mean any circumstance beyond the reasonable control of a party, including but not limited to natural disasters, war, terrorism, pandemics, strikes, government measures, electricity or internet outages, or other unforeseen events that make the performance of the agreement impossible. The party invoking force majeure shall promptly notify the other party in writing.

7. EXCLUSIVITY

As an essential condition of the Agreement, the Customer-Company undertakes, for the entire Duration of the Agreement, not to appoint any other insurance broker or any other third party with a mandate equal to or similar to the Assignment granted to AlliA under this Agreement.

8. CONFIDENTIALITY

The Customer and AlliA commit to treating the content of the Agreement and all information exchanged in connection therewith as confidential during the Term and for two years after the End Date. This implies that the content of the Agreement, as well as the exchanged information and documents, shall not be disclosed to third parties without the prior written and explicit consent of the other party. However, this does not prevent AlliA and the Customer from disclosing the Agreement and the exchanged information and documents to third parties without prior written and explicit consent of the other party, to the extent that such disclosure (1) falls within the normal execution of the Agreement, and/or (2) is necessary to enforce the performance of the Agreement by the other party, and/or (3) is required pursuant to any administrative or judicial request or order, or by operation of law. In such cases, the party required to disclose the information shall ensure that no more information is disclosed than strictly necessary to comply with the obligation and shall notify the other party within a reasonable timeframe (and, if reasonably possible, in advance) of the impending disclosure.

9. INTELLECTUAL PROPERTY

All intellectual property rights held by AlliA at the start of the Assignment, as well as all rights developed or created in the context of or as a result of the execution of the Assignment, shall remain and exclusively belong to AlliA. The Customer shall acquire no rights whatsoever under this Agreement.

10. REFERENCES

AlliA has the right to use the name and logo of the Customer company as a reference in relation to its services.

11. GDPR

In accordance with the General Data Protection Regulation (GDPR) of April 27, 2016, AlliA and the Customer each declare that they are individually responsible for processing and protecting personal data they hold in

the context of executing the Agreement, in compliance with applicable laws. AlliA and the Customer undertake to share personal data only to the extent necessary for the execution of the Agreement, having taken all necessary technical and organizational security measures in this regard. Furthermore, AlliA refers to its privacy policy, which can be consulted at www.allia.be .

12. AI

AlliA may, in the performance of its services, make use of systems based on artificial intelligence (AI), including for support in analysis, processing, communication, content creation, automation, and administrative tasks. AlliA shall at all times remain responsible for the quality, supervision, and final delivery of the services provided.

The Customer acknowledges and accepts that AI systems are used as supportive tools and that the results generated depend on available data, algorithms, and technical limitations. AlliA shall not be held liable for inaccuracies, omissions, or indirect damages arising solely from the use of such AI technologies, except in cases of wilful misconduct or gross negligence.

Where personal data is processed through AI applications, such processing shall be carried out in accordance with the applicable data protection legislation and AlliA's privacy policy.

13. SEVERABILITY CLAUSE

The Agreement contains all arrangements concerning the insurance policy(ies) and supersedes any prior agreements related thereto, as well as any other agreements and communications exchanged between AlliA and the Customer during the negotiations leading up to the Agreement.

14. INVALIDITY

If any provision of the Agreement is found to be invalid or void, the resulting unenforceability or invalidity of that provision shall never affect the validity and enforceability of the other provisions in the Agreement. In such case, AlliA and the Customer shall, in good faith and by mutual agreement, replace the invalid and/or unenforceable provision with a new and valid provision that approximates as closely as possible the original intent of AlliA and the Customer.

15. WAIVER

Any waiver by a Party of a right or claim it may assert under the Agreement must be made explicitly and in writing. The mere failure by a party to enforce a right or claim under the Agreement shall never be construed as a waiver of that right or claim. A waiver shall never be presumed.

16. NOTICE

AlliA and the Customer declare and accept that:

a) All notifications in the context of the execution of the Agreement shall be made to the registered office/address of AlliA and the Customer; and
b) All notifications addressed to the Customer shall also be validly sent to the email address if included in a Service Level Agreement; and
c) AlliA and the Customer shall timely notify each other of any changes to their registered office and—in the case of the Customer—the aforementioned email address; and
d) All notifications shall be validly made by regular mail, with the postmark date regarded as the date of dispatch, unless the Agreement explicitly requires notifications to be sent by registered mail; and

e) All notifications sent by letter shall be deemed received by the recipient three working days after the postmark date. Regarding notifications sent by AlliA to the Customer by email, these shall be deemed received by the Customer on the next working day after the email's dispatch date.

17. PRIORITY PROVISIONS

In case of discrepancies and/or potential conflicts between:

a) In case of discrepancies between the General Terms and Conditions on the one hand and their later amendments on the other, the later amendments shall prevail, provided they have been communicated to the Customer; and
b) In case of discrepancies between the General Terms and Conditions on the one hand and any conflicting provisions in a Service Level Agreement, the provisions of the Service Level Agreement shall prevail; and
c) In case of discrepancies between the provisions of the Agreement and its Addenda, the provisions of the Addenda shall take precedence over those of the Agreement, with the most recent Addendum prevailing.

18. MISCELLANEOUS

a) In the context of the MIFID regulation, AlliA draws the Customer's attention to the following:
"Please note that when comparing different insurance contracts, you should not only compare the estimated costs and charges of the contracts, but also take other elements into account, such as the scope of coverage, the amount of any deductible, or exclusion clauses. The above-mentioned estimates provide a better insight into the premium portion used for covering the risk insured by the contract. The balance of the premium, after deduction of taxes and contributions as well as acquisition and administration costs, consists of the part of the premium used to perform the contractually agreed benefits and other costs not mentioned above (including the combined and shared costs of claims and their management). These estimates are calculated based on the accounting data of the last financial year of the insurance company, as approved by its general meeting.
b) If the insurance company implements a rate increase independent of indexation, the Customer is hereby informed of Article 12 of the Royal Decree of 22 February 1991, which stipulates that the policyholder must be notified at least four months before the annual renewal date of their insurance contract of the rate change, unless the policyholder is granted the right to terminate the contract within a period of at least three months from the date of that notification in the event of a later notification
c) AlliA and the Customer undertake to always (i) act in accordance with all applicable anti-bribery and anti-corruption legislation, (ii) refrain from any conduct that would cause the other party to breach such legislation, and (iii) maintain accurate and complete records regarding payments and transactions within the framework of the Services.
d) If the Customer is not satisfied with the services provided by AlliA, they may contact their usual contact person or reach out to the responsible party via complaints@allia.be, who will ensure that your complaint is registered and forwarded for handling to the appropriate internal person. Furthermore, in the event of persistent disagreement with AlliA and/or dissatisfaction with how your complaint has been handled, you also have the right to escalate your complaint to the Belgian Insurance Ombudsman at Meeûssquare 35, 1000 Brussels (Belgium), Phone: +32 2 547 58 71 / info@ombudsman-insurance.be - www.ombudsman-insurance.be. The Insurance Ombudsman is only competent for disputes arising between applicants (individuals, self-employed persons, associations, or companies) and insurance companies or registered insurance intermediaries authorized to operate in Belgium, regarding insurance contracts governed by Belgian law.

19. DISPUTES AND JURISDICTION

Any judicial dispute relating to the Agreement shall be settled by the courts having jurisdiction over the Ghent judicial district, Kortrijk division, with the understanding that for disputes between companies, the exclusive jurisdiction of the commercial court shall apply.