

Supplementary defined contribution type pension plan introduced from 1 XX XXXX in favor of contractual staff members

<INRICHTERS>

PENSION REGULATIONS

1 XX XXXX

[In blue in the document: the elements on which the local board must make a choice.
These texts will be adapted based on the choices made in the connection phase and transmitted to Ethias Pension Fund OFP].

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Ontwerp goed te keuren door de RvB van 19.9.2022 van het Ethias Pension Fund

1 Object

These Pension Rules describe the Pension System established by <IDENTITY OF INRICHTERS>, hereinafter, collectively, referred to as the Insurer, and whose purpose is to compose a supplementary pension to be paid to the Member upon Retirement or to his/her beneficiaries if the Member dies before Retirement.

These Pension Rules, which enter into force on <DATE>, determine the rights and obligations of the Founder, the Pension Institution, the Affiliates and their beneficiaries, as well as the conditions under which these rights and obligations may be exercised.

The Pension Plan described in these Pension Rules is of the defined contribution type without guaranteed return as stipulated in Articles 4-7 and 4-8 of the WAP RD. In the case of a defined contribution type pension plan, the Furnisher pays at maturity the pension benefits defined in the Pension Regulations which are capitalized at the return granted in the Pension Regulations, and taking into account the WAP return guarantee.

The Pension System described in these Pension Rules is in accordance with the model pension system established in the award of a public contract for services by the Federal Pension Service (FPD) entitled "designation of an institution for occupational retirement provision for provincial and local governments." Therefore, by acceding to the public contract, the Founder complied with the obligations imposed on it by public procurement legislation by entrusting the management of this Pension System to the Pension Institution to which the aforementioned public contract was awarded.

These Pension Regulations replace, for the period from the date of entry into force, the pension regulations as they may have applied within the Founder until December 31, 2021 and continue to be managed by Belfius/Ethias.

While these Pension Rules will apply as such at the start of the public contract, the Pension Institution should take into account that in the future, through the applicable social dialogue per region, modifications can be made to the Pension Rules. This applies in particular to the modalities of the returns granted on the Individual Pension Account, the constitution of the Free Reserve and the way the Free Reserve is used.

2 Definitions

For the purposes of these Pension Rules, the terms listed below shall have the following meanings.

Affiliated

The Employee for whom the Founder has established the Retirement System and who fulfills the conditions of affiliation as stipulated in Article 3 ("active Affiliated"), as well as the former Employee who continues to enjoy deferred rights in accordance with the provisions of the Retirement Rules ("passive Affiliated").

Separate power PPO

The separate assets created within the Canton 2 of the Pension Institution for the management of the pension systems for which the Pension Institution acts as an institution for occupational retirement provision in performance of the public mandate mentioned in Article 1 of these Pension Regulations.

Beneficiary

The person(s) entitled to benefits under Article 9 of these Pension Rules.

Gross return

The total financial return, collectively achieved on the Individual Pension Accounts in the Separate Asset PPO within the Pension Institution before deduction of any expenses.

Husband

The person married to the Affiliated Person.

End date

The first day of the month following the month in which the Affiliated Person reaches the age of 67. The term End Date corresponds to the retirement age within the meaning of Article 3, §1, 26° of the WAP.

Equivalent Periods

The periods assimilated to effective employment according to **Annex II** to these Pension Rules.

Individual retirement account

The account into which Pension Grants are deposited for a well-defined Affiliate and into which the deposited Pension Grants capitalize.

Furnisher

The Local Board that has entered into a group pension commitment in its capacity as an employer.

Notwithstanding the first paragraph, a public employer may, pursuant to Article 48/2, §2 WAP, assume the capacity of furnisher of a pension commitment for the benefit of Employees of different public entities or legal persons governed by public law.

Canton 2

The canton created within the Pension Institution under the bylaws and dedicated to the administration of supplementary pension promises.

KB WAP

The Royal Decree of November 14, 2003 implementing the law of April 28, 2003 on supplementary pensions and the taxation system of those pensions and of some supplementary social security benefits.

Child

Any child whose parentage to the Affiliated Person has been established in accordance with the legal provisions in force at the time of the Affiliated Person's death.

Local governance

A municipal government, an entity independent thereof (e.g., an autonomous municipal corporation), a PCSW, a PCSW association, a provincial government, an autonomous provincial corporation, a provincial development corporation, an intermunicipal partnership, an assistance zone, or any legal entity established by any of the above entities or in which they have significant participation.

MIPS Mobility Agreement

The agreement within the meaning of Article 33/2 of the WAP, concluded between the Furnishers, which regulates the situation of the termination of the active Affiliated Person's employment contract with one of the Furnishers, which is subsequently followed by the employment of such active Affiliated Person with another Furnisher, as a result of which the Affiliated Person in question continues to continuously fulfill the conditions of affiliation of this Pension System, as stipulated in Article 3.

The MIPS Mobility Agreement governs the assumption of the rights and obligations of the Founder who is left by the active Affiliate by the Founder, with the active Affiliate subsequently entering employment. This agreement also governs the assumption of rights and obligations of Affiliates transferred pursuant to a permanent appointment to another Furnisher participating in this Pension System.

The MIPS Mobility Agreement is attached as **Appendix IV** to these Pension Rules.

Net return

The return as defined in Article 4.3 and **Appendix III**.

Pensionable annual earnings

The gross salary paid to the Member by the Furnisher and taken into account for the calculation of social security contributions. The Pensionable Annual Salary is specified in **Appendix I** to these Pension Regulations.

Pension institution

The institution in charge of implementing the Pension System described in these Pension Rules. It is Ethias Pension Fund OFP.

Pension Ceiling

The maximum annual earnings limit on which statutory pensions for employees are calculated in the Social Security system.

Pension Regulations

These Pension Rules adopted by the Local Board.

Retirement System

The collective supplementary pension commitment introduced by the Furnisher and described in these Pension Rules.

Pension allowance

The amount paid by the Furnisher and deposited into the Individual Pension Account of the active Member on the Maturity Date after deduction of contribution for expenses in execution of the Pension Rules.

Retirement

The effective beginning of the statutory retirement pension (whether early or not) with respect to the professional activity that gave rise to the accrual of benefits.

Reference period

The full calendar year from January 1 through December 31 during which the Employee meets the eligibility requirements of the Retirement System.

If the Employee does not meet the eligibility requirements of the Retirement System during the entire calendar year, the Reference Period will be limited to the period that the Employee does meet the eligibility requirements of the Retirement System, counting the number of days of affiliation.

When the Affiliated Party receives a termination fee, the Reference Period is extended by the length of time covered by the termination fee.

For calculating Pension Allowances, the Reference Period is expressed in units, where one unit equals one calendar year.

Exit

1. either the termination of the employment contract, other than by death or Retirement; However, shall not be considered as a resignation the termination of the employment contract, other than by death or Retirement, which is followed by the conclusion of an employment contract with an employer participating in the same Multi-Institution Pension System as that of the previous employer, provided that an agreement exists within the meaning of Article 33/2 of the WAP. There is also no exit when the employment contract of the active Affiliated is terminated with one employer and is followed by an employment contract with another employer, when both employers are covered by the same Pension System, furnished by one Founder within the meaning of Article 48/2 §2 of the WAP.
2. either the end of affiliation due to the Employee no longer fulfilling the affiliation requirements of the Retirement System, without coinciding with the termination of the employment contract, other than by death or Retirement; This is also the case with the permanent appointment of an Affiliated Person.
3. either the transfer of an Employee in the context of a transfer of a business, establishment or part of a business or establishment, to another business or establishment, as a result of a conventional transfer or merger in which the Employee's pension plan is not transferred.

Due date

December 31 of the relevant year.

Acquired achievements

The benefits to which the Member may be entitled under the Pension Regulations if the Member leaves his Acquired Reserves with the Pension Institution at Withdrawal without a change in the pension commitment.

Acquired rights

The Acquired Reserves of the Member and the corresponding Acquired Benefits at Retirement. The Acquired Rights are defined in the Pension Regulations based on the provisions of the WAP and the RD/WAP.

Acquired reserves

The reserves to which the Member is entitled at any given time in accordance with the Pension Rules.

Free reserve

The free reserve provided by Article 4.6. of the Pension Regulations.

WAP return guarantee

The return guarantee provided in Article 24 of the WAP.

In case of a change in the interest rate set in accordance with Article 24 WAP (1.75% in December 2021), the vertical method applies.

Employee

The person employed in execution of an employment contract.

Supplementary Pensions Act or WAP.

The law of April 28, 2003 on supplementary pensions and the taxation system of those pensions and of some supplementary social security benefits.

WIBP

The Act of October 27, 2006 on the supervision of institutions for occupational retirement provision.

3 Connection conditions

Without prejudice to the provisions of Article 15 of the WAP, the **Employees of** the Founder are compulsorily affiliated to the Pension System.

Any Employee who, on or after the date on which the Local Board allows the Pension Rules to take effect, shall be employed by the Local Board under a contract of employment regardless of the nature of such contract, shall become a mandatory member of the Pension System.

Joining the Retirement System does not apply to:

- Staff recruited under an employment contract designed solely to provide services during school vacations or under a student or IBO (individual vocational training) contract
- Political mandataries of local governments (mayor, alderman, CPAS-

chairman, council members, etc. ...)

- Volunteer firefighters, volunteer paramedics and professional firefighters
- Volunteers
- Welcoming parents
- Police personnel
- Staff recruited with an employment contract pursuant to Article 60, § 7 of the Organic Law on Public Social Welfare Centers of July 8, 1976
- Among teaching staff, contractual staff entitled to widow's allowance
- Employees engaged in their activities while already receiving a statutory retirement pension. However, this exclusion does not apply to retired Employees of the Local Board who were affiliated in this capacity on January 1, 2016.

Affiliation shall be immediate. Affiliation shall occur upon employment but not earlier than the effective date of the Pension System to which these Pension Rules give effect.

4 Pension allowance and utilization

4.1 Amount of Pension Allowance

4.1.A. The basic allowance

Benefits paid upon the Member's Retirement, or upon the early death of the Member prior to Retirement, are funded by Pension Grants deposited by the Local Board in favor of the Member to the Pension Institution.

The Pension Allowance will be at least 1% of the Pensionable Annual Earnings. The Local Board may decide to deposit a higher percentage as Pension Allowance. This percentage is applied to the Pensionable Annual Salary.

The Pension Allowance is calculated according to the following formula:

$$(a\% \times S_1 + b\% \times S_2) \times TW$$

Where

S_1 corresponds to the full-time equivalent Pensionable Annual Earnings for the relevant calendar year limited to the applicable Pension Ceiling,

S_2 corresponds to that portion of the full-time equivalent Pensionable Annual Earnings for the relevant calendar year that exceeds the applicable Pension Ceiling and
 TW corresponds to the employment rate.

The parameters $a\%$ and $b\%$ are set by the Furnisher such that $b\%$ is at least as high as $a\%$.

For calendar year 2021, the applicable calculation limit of the statutory

pension EUR 63,944.74.

The Pension Allowance thus determined is then multiplied by R where R = the unit of the Reference Period.

In case of Withdrawal, Retirement or death during the year, a pro rata Pension Allowance will be paid at that time.

The Local Board may decide that the Pension Allowance is also payable during the Equalized Periods as defined in **Schedule II**. In that case, the amount of the Pension Allowance will be determined based on the Pensionable Annual Earnings, Pension Ceiling and Employment Rate as they were applicable immediately prior to the Equalized Period.

4.1.B. The Supplemental Pension Allowance

The Local Board may decide to deposit a supplementary Pension Allowance for Affiliates belonging to certain categories of Employees as long as this does not involve discrimination. The prohibition of discrimination means that a distinction between Employees, who are in a similar situation, is permitted only insofar as the categories are objectively determined and there is a reasonable justification for the distinction.

The Supplemental Pension Allowance consists of either:

- A higher percentage of Pensionable Annual Earnings (calculated in accordance with the formula set forth under 4.1.A),
- A fixed amount per Employee in proportion to the volume of work (= lump sum x TW).

The Supplemental Pension Allowance can be introduced for an unlimited or limited period of time.

The additional Pension Allowance financed by the purchasing power allocation granted by the Flemish Government (VIA services) ends by operation of law when this allocation ceases.

The collection of the periodic Pension Grants is done through the NSSO. To this end, the Pension Institution has entered into a contract with the NSSO, which regulates, inter alia, the conditions for collection by the NSSO and forms an integral part of these Pension Regulations. Notwithstanding the above, the collection of the periodic Pension Allowances for the year 2022 is done by the Pension Institution itself.

4.1.C. The catch-up allowance

On the effective date of this Retirement System or later, the Founder may decide to deposit for each active Member at that time one or more catch-up allowances for service already rendered or for a portion of service already rendered prior to the date the Retirement System is implemented.

The catch-up allowance is calculated according to the following formula:

$$(a\% \times S_1 + b\% \times S_2) \times TW$$

Where

S_1 corresponding to the portion of the Pensionable Annual Earnings applicable during the Reference Period to which the Catch-Up Allowance relates, limited to the Pension Ceiling applicable in the same period,

S_2 corresponds to the portion of the Pensionable Annual Earnings applicable during the Reference Period to which the Catch-Up Allowance relates above the Pension Ceiling applicable in the same period,

TW corresponds to the employment rate applicable during the Reference Period to which the Catch-Up Allowance relates,

$b\%$ is at least as high as $a\%$.

The catch-up allowance is then multiplied by R where

R = the unit of the Reference Period to which the catch-up allowance relates.

The Local Board may decide that the Catch-Up Allowance is also payable during the Equalized Periods as defined in **Schedule II**. In that case, the amount of the Catch-Up Allowance will be determined based on the Pensionable Annual Earnings, Pension Ceiling and Employment Rate as they were applicable immediately prior to the Equalized Period.

Collection of the catch-up allowance is done by the Pension Institution.

4.1.D. Determination of final Retirement Allowance prior to Retirement or Death

Since the data needed to calculate the last Pension Allowance prior to Retirement or death will only be known at the earliest in the second quarter following the Retirement or death of the active Affiliated, the Pension Allowance for the missing quarters will be calculated on the basis of the salary data applicable in the same quarters of the previous calendar year, adjusted according to the evolution of the spindle index 138.01. For the other data (S_1 , S_2 and TW), the last known data will be taken into account. If no data is known for the same quarters of the previous calendar year, the calculation of the final Pension Allowance will be done only when all relevant information is known.

4.2 Use of the Retirement Grant

The Pension Allowance, after deducting the contribution for expenses, is paid into the Individual Pension Account for each Member on the Maturity Date. The Pension Allowance paid is thus capitalized as of the first January following the year in which the Pension Allowance is paid.

Capitalization happens:

- until the day on which the payment of the supplementary pension is due;
- or until the first day of the month in which the Member dies.

In case of Withdrawal, Retirement or death during the year, a pro rata Pension Allowance will be paid at that time. This paid pro rata Pension Allowance shall, if applicable

be capitalized as of the first January following the year in which the pro rata Pension Allowance is paid.

4.3 Granted return

The return attributed to the Individual Retirement Account is the Net Return. The Net Return is calculated as explained in **Appendix III**.

However, if the Net Return exceeds the interest rate applicable under the WAP Return Guarantee at the time the return is granted, the portion of the return in excess of the WAP Return Guarantee rate will be allocated to the Free Reserve.

In case of a change in the interest rate set in accordance with Article 24 WAP (1.75% in December 2021), the vertical method applies.

4.4 The Free Reserve

The Free Reserve is composed of two separate compartments: the Free Reserve "yield" and the Free Reserve "pre-financing."

4.4.A. The Free Reserve "return"

The Free Reserve "returns" will be able to be used:

- to finance any shortfall against the WAP return guarantee at the times provided for this purpose in the WAP;
- to finance any shortfall in the conversion of capital into interest as provided in Article 8.

The aforementioned financings are naturally limited to the assets available in the Free Reserve "yield".

The Free Reserve "returns" is fed by:

- The portion of the Net Return not allocated to the Individual Pension Accounts in accordance with Article 4.3;
- the positive net return on assets in the Free Reserve "returns".

4.4.B. The Free reserve "pre-financing"

The purpose of the Free Reserve "pre-financing" is to:

- (pre)fund the WAP Yield Guarantee to the extent that the Free Reserve "yield" assets would be insufficient;
- to (pre)fund the supplement that may be required to pay the minimum interest provided for in Article 8 of the Pension Regulations to the extent that the assets of the Free Reserve "return" would be insufficient;
- contribute to the prudential financing of the technical provisions, including by offsetting any difference between the Individual Pension Accounts and the contributions actually received through the NSSO during the year

in which the procedure is initiated.

The Free Reserve "pre-financing" is fed by:

- an extraordinary deposit equal to 10% of the normal annual contribution during the year 2022;
- the death benefit in the absence of Beneficiary;
- deductions based on Article 39 of the Law of August 5, 1978 (see Article 20).
- the positive net return on assets in the "pre-financing" free reserve.

4.4.C. Negative return

The Free Reserve is reduced by any negative net return on assets in the Free Reserve.

4.5 Disbursement

The Pension Institution will disburse the committed amounts within the periods provided by law.

If the Pension Institution does not yet have all the data necessary to pay out the correct amount, an advance payment will be made. The remaining balance will be paid no later than 20 business days after the Pension Institution receives the missing data.

5 Distribution of benefits in case of Retirement

5.1 Retirement benefit

At Retirement, the Member will receive the benefit of the amount accumulated in the Individual Pension Account, possibly supplemented to the legally required level. The Founder is obliged to make up any shortfall against the WAP return guarantee. It can draw on the free reserve for this purpose. If this free reserve is also insufficient, the company must make up the shortfall itself.

The benefit will be paid under the form of a capital unless the Affiliated Party requests conversion to an interest (see Article 8).

5.2 Continuing to work after the End Date

If the Member remains employed by the Founder after the Termination Date, the Pension Allowance will remain payable and a new Termination Date will be established by extending the earlier Termination Date by one year each time.

The Affiliate will then obtain the benefit from its Individual Retirement Account as stated in Article 5.1:

- At Retirement;
- or when his employment contract with the Local Government is terminated and he

asking for the payout.

The benefit will be paid under the form of capital unless the member requests conversion to interest (see Article 8).

6 Benefit payment in the event of death before Retirement

When an Affiliate dies, the Beneficiaries (according to priority order in Article 9.2) are entitled to the value accrued in the Individual Pension Account at the time of death.

The death benefit will be paid under the form of capital unless the Beneficiary requests conversion to interest (see Article 8).

In the event of the death of the Affiliated Person and of a Beneficiary (see Article 9.2 below) without being able to determine the order of death, the Affiliated Person is presumed to have lived longer than the Beneficiary, and the death benefit then corresponds to the benefit recorded in favor of any substitute Beneficiary(ies).

Upon the death of the Joined Person as a result of an intentional act of one or more Beneficiaries, or at their instigation, the right to payment will be transferred to the other Beneficiaries (in order of priority).

7 Rights of Affiliates to reserves

7.1 Rights of Affiliates to reserves

The reserves accumulated in the Individual Pension Account are acquired by the Affiliated Person.

The Acquired Reserves are equal to the capitalized value of the Pension Grants deposited by the Founder into the Individual Pension Account in accordance with Article 4.2 until the date of the Withdrawal.

In addition, upon his/her Retirement, Retirement or on the dissolution of the Retirement System, the Member is entitled to the Pension Grants deposited in his/her Individual Pension Account and capitalized at a minimum of the WAP Return Guarantee.

In the event of Resignation due to no longer fulfilling the conditions of affiliation, the application of Article 24 WAP is deferred until the moment of termination of the employment contract other than by death or Retirement. A permanent appointment following the termination of the employment contract with a Founder is treated as equivalent to this. In such a situation, the effects of the Termination shall be postponed until the end of the permanent appointment other than by death or Retirement or until the date of the transfer when the permanently appointed Member is transferred to another public employer who does not participate in the pension commitment.

7.2 Advances and pledges

Advances on benefits and pledging of pension rights are prohibited.

8 The method of payment (art. 28 WAP and 19 RD WAP)

The benefit will be paid under the form of a capital unless the pensioner requests the conversion into an interest. The Pension Institution will inform the pensioners of their right to conversion to an interest within the statutory time limits.

The conversion of capital into interest will be made in accordance with the legal and regulatory provisions in force.

Payment of interest will be made through the intervention of an insurer based on an insurance agreement entered into between such insurer and the Founder.

The Inrichter is obliged to cover any deficits in relation to the obligation provided for in Article 19, §1 of the WAP RD. It may draw on the free reserve for this purpose. If this free reserve is insufficient, the Founder must make up the shortfall himself.

When the annual amount of interest at inception is equal to or less than the minimum amount stipulated in the WAP (indexed; 672.99 euros in October 2021, found on the FSMA website), the benefit is always paid in the form of capital.

Interest is paid in monthly installments on the last day of each month, up to and including the last due date preceding the death of the pensioner(s). Interest increases by 2% annually on the 1st day of the month of the anniversary of the start of the interest payment. The interest is not transferable.

The Pension Institution will pay the amounts due as soon as possible from the time a benefit becomes outstanding.

If the Pension Institution does not yet have all the data necessary to pay out the correct amount, the missing data will be determined on a flat-rate basis, based on the last known relevant data.

9 Beneficiaries

9.1 Beneficiary of Retirement Benefit

Upon Retirement, the benefit is paid to the Member himself/herself.

9.2 Beneficiaries of the death benefit

If the Member dies before Retirement, the death benefit will be paid to the Beneficiary(ies) based on the following order of priority:

- a. The Spouse of the Joined Person insofar as they are not judicially separated or de facto divorced, or are not in the process of legal separation or divorce. Spouses shall be deemed de facto divorced when the population records show that they have a different residence;
- b. In their absence, the person who legally cohabits with the Affiliated Person within the meaning of Articles 1475 to 1479 of the Civil Code, and who is not a blood relative of the Affiliated Person;
- c. In their absence, the Children of the Joined Party, or in the event of substitution, their descendants.

9.3 Disentitlement of Beneficiaries

In the absence of Beneficiaries, the amount accrued in the Individual Pension Account is allocated to the Pension Institution and more specifically to the Free Reserve.

9.4 Change of Beneficiary

The Affiliates who wish to deviate from the above-mentioned ranking or distribution should request this in writing, upon which the Pension Institution will transmit the necessary documents for completion and signature. These documents should be returned to the Pension Institution together with a copy of the Affiliates identity card. If the Member is married under the legal system or community of property, the signature of the spouse and a copy of his or her identity card are also required. The beneficiary designation is valid from the sending of the receipt confirmation from the Pension Institution.

It is the responsibility of the Affiliated Person to adjust or model the beneficiary order according to their desire and family situation. Neither the Arrangers nor the Retirement Institution can be held responsible for family property consequences of deviations from the standard beneficiary order (or lack thereof).

10 Consequences of non-payment of Pension Allowance

When the Founder fails to pay the Pension Grants due under these Pension Regulations, the Pension Institution, after being informed by the NSSO, sends a notice of default to the Founder who has not paid and informs the other Fitters belonging to the same sub-fund within the Separate Property PPO of the situation.

The Pension Institution, no later than three (3) months after the due date of unpaid contributions and/or allowances, shall inform in writing each Affiliated Person concerned of the non-payment.

In the absence of sufficient funding within a period of six (6) months counting from the notice of default, the defaulting Furnisher will be obliged to take all necessary measures, such as, among others, adjusting the Pension Plan for the future or terminating it as far as it is concerned or agreeing on a recovery or rehabilitation plan with the Pension Institution. The Pension Institution will be able to notify the Inrichter concerned

exclude in accordance with the statutory provisions. A Separate Asset may also be created within Canton 2 relating to the Pension Plan(s) of this Founder in order to isolate it (them).

11 Information

11.1 Pension Regulations

The Pension Rules shall be made available by electronic means. The Furnisher shall provide a written copy of the Pension Rules to Affiliates who request it.

11.2 Pension Overview

Each year, the Pension Institution shall provide the active Affiliates with a pension statement via its website, indicating the data stipulated in Article 26 WAP and Article 96/6 WIBP, together with the amount of the Pension Allowances paid into the Individual Pension Account and the Acquired Benefit and the date on which it is due and payable.

An Affiliated Person desiring a hard copy of the pension statement may request it from the Pension Institution.

11.3 Management Report

Each year, the Retirement Institution shall make available to the Furnisher a report on the management of the Retirement System. This includes, among other things, the following information:

- The method of financing the pension commitment and structural changes to that financing;
- The long-term and short-term investment strategy and the extent to which it takes into account social, ethical and environmental aspects;
- investment returns and cost structure.

11.4 Information to be provided by Affiliates and Beneficiaries.

The Affiliates and Beneficiaries must provide the Pension Institution, upon simple request and within thirty days of such request, with all the information it must have in order to ensure the proper implementation of the Pension Rules.

Any change of address of a passive Member must be communicated to the Pension Institution. Failing this, any communication at the last address known by the Pension Institution shall be considered valid.

Upon his Retirement, the Affiliated must provide an excerpt from the birth certificate and proof of life.

In the event of the death of an Affiliated Person, the Beneficiary(ies) must, in particular, provide an extract from the birth certificate, proof of life and an attestation of death of the Affiliated Person. Where appropriate, an official certificate of legal cohabitation shall also be provided.

Persons receiving additional old-age or survivor interest at the Pension Institution's expense must communicate to it the details of the bank account into which such interest may be deposited. Such persons must also keep the Pension Institution informed of any change of address and provide proof of life upon simple request and within thirty days of such request. The Pension Institution has the right to suspend the payment of benefits to the Affiliated Person or Beneficiary who refuses to submit the requested supporting documents.

12 Choice of Affiliates upon Exit.

Upon its Exit, the Affiliated Person has the following options:

- a. Leaving the Acquired Reserves with the Retirement Institution, and according to his choice:
 - without changing the pension commitment. The affiliate then becomes a passive Affiliate. The death benefit described in Article 6 will in this case be retained even after Termination;
 - in the welcome structure, (see Article 13) terminating the affiliation with the pension commitment as well as the death cover; if necessary, a death cover can be subscribed in the welcome structure;
- b. Transfer the Acquired Reserves to a Pension Institution that will distribute the totality of the profits proportionally to their reserves to the Affiliates and limit the costs according to the rules determined by the RD WAP terminating the affiliation to the pension commitment as well as the death coverage;
- c. Transfer the Acquired Reserves to the Pension Institution of the new employer with whom he has entered into an employment contract terminating membership in the pension plan as well as death coverage, provided that he is affiliated with the pension plan of that employer.

In the event of Withdrawal due to no longer fulfilling the conditions of affiliation, notwithstanding the foregoing, the Acquired Reserves shall remain with the Pension Institution without modification of the pension commitment (point a). A permanent appointment following the termination of the employment contract with a Furnisher is treated as equivalent to this. Upon the termination of his employment contract / end of the permanent appointment other than by death or Retirement, the Affiliated Person will then also have the other options available (points b and c).

In case of a Withdrawal, the Employer notifies the Pension Institution within thirty days. After this notification, the Pension Institution communicates the Acquired Rights to the Insurer that in turn informs the Affiliated Person. Within thirty days of the notification by the Pension Institution, the Affiliated Person must make a choice. If the Affiliated Person does not validly announce his choice within the thirty days, he will be assumed to have chosen to keep his Acquired Reserves with the Pension Institution as of his Withdrawal without modification of the pension commitment and will become a passive Affiliated Person. However, the passive Affiliated Person may ask to transfer his reserves at any time.

Notwithstanding the foregoing, the amount of the Acquired Reserves shall remain with the Pension Institution, without modification of the pension commitment, when this amount, on the date of Withdrawal, is less than or equal to 150 euros (amount on January 1, 2019). This amount

of 150 euros is indexed on the basis of Article 32, §1 WAP in accordance with the provisions of the Law of August 2, 1971 establishing a system under which salaries, wages, pensions, allowances and benefits are charged to the public treasury.

13 Reception structure

The reception structure takes the form of an insurance contract underwritten by the Furnisher.

This welcoming structure houses the reserves of:

1. Affiliates who, in accordance with Article 12.a. second point, have elected to transfer their Acquired Reserves to this reception structure after their Withdrawal.
2. new Affiliates who have chosen to transfer their reserves accumulated in the pension plan of their former employer(s) or furnisher(s) to the Local Government Pension Institution.

Within the reception structure, the contributed reserves are invested as a purchase price based on the technical bases applicable at the time.

14 Fiscal provisions

When the Affiliated Company and the Beneficiary have their residence and/or place of work in Belgium, and the Local Authority is established in Belgium, Belgian tax legislation applies to both Pension Benefits and Benefits. If this is not the case, tax and/or social charges could be due on the basis of foreign legislation, in application of the international treaties applicable in this respect.

14.1 Tax status of the Retirement Grant

Based on the Belgian tax legislation in force on the effective date of this Pension Plan, the employer's allowances in principle constitute deductible professional expenses for corporate income tax purposes, and do not give rise to an additional levy in the legal entities tax, nor to an immediate taxable benefit for the Affiliated Person.

The amount, expressed as annual interest:

- of benefits due as a result of Retirement in execution of the pension commitment
- and of the statutory pension
- and of other benefits under supplementary pensions to which the Affiliated Person is entitled

may not, however, exceed 80% of the last normal gross remuneration, taking into account the normal duration of a professional activity, and with a transferability of interest in favor of the surviving spouse of 80%, and with an indexation of interest.

If the Furnisher should provide additional pension benefits for an Affiliated Person other than those arising from these Pension Regulations, any exceeding of the tax allowable limit will be charged to the funding of those other pension benefits.

14.2 Taxes and contributions on benefits

The taxes, withholdings, duties, taxes or miscellaneous contributions due on the benefits by virtue of the distribution thereof shall be borne by the Beneficiary.

15 Obligations of the Furnisher

The Furnisher shall communicate to the Pension Institution all data required for the management of the Pension System. Such notifications may be made through the KSZ and/or Sigedis, if applicable.

The Local Board will communicate to the Pension Institution all questions from Affiliates about the Pension Rules in general, and about individual accounts in particular.

16 Protection in connection with the processing of personal data

The data will be treated as confidential. They may only be used for the administration of the Pension System, the fulfillment of legal, regulatory and administrative obligations and the representation of legitimate interests, to the exclusion of any other purpose. These data are not kept longer than necessary for the processing for which they were collected.

Any person whose personal data are processed enjoys several rights based on the European Regulation (EU) 2016/679 of April 27, 2016 ("GDPR"), as well as the Belgian legal, decretal or regulatory provisions taken in accordance with the GDPR (right of access, rectification, restriction of processing, ...). To exercise these rights, he must write to the controller(s) responsible for such processing, attaching a copy of his identity card.

In order to implement the Pension System and to comply with the legal provisions arising from the WAP and the WIBP, the Founder and the Pension Institution must process personal data of the Affiliates and Beneficiaries. With respect to the processing of personal data, the Founder and the Pension Institution undertake to comply with the GDPR. They have defined their respective responsibilities regarding GDPR compliance in the Management Agreement.

The insurance company Ethias SA where the reception structure and the external structure are located is an autonomous data controller and reference is made to the documents it has drawn up, including the Privacy Charter available at www.Ethias.be.

Thus, this provision aims only at data processing by the Furnisher and the Pension Institution.

Any affected person can exercise their rights under the GDPR against any data controller.

The Furnisher and the Pension Institution process only the personal data necessary for the administration of the Pension Plan and no longer than necessary.

The Pension Institution shall provide the Affiliated Person with the legally required information regarding data processing. The Affiliated Person is supposed to inform its Beneficiaries who, according to the Regulations, may be entitled to a death benefit about the processing of their personal data by the Furnisher and the Pension Institution to the extent necessary for the execution of the Pension System.

When a Beneficiary effectively benefits from a death benefit in accordance with the Pension System, the Pension Institution provides the Beneficiary with the legally required information regarding data processing.

The Furnisher and the Organism shall take appropriate technical and organizational measures to prevent a loss of personal data or unlawful processing of such data.

For more information regarding the processing of personal data of Affiliates and Beneficiaries, the Data Protection Officer can be reached at dpo.ethiaspensionfund@ethias.be.

If an Affiliate or a Beneficiary wishes to file a complaint, he may do so with the Data Protection Authority: Rue du Persstraat, 35, 1000 Brussels (Tel. +32 2 274 48 00 ; Fax, +32 2 274 48 35 ; contact@apd-gba.be).

17 Cessation, dissolution, dissolution and liquidation

17.1 Discontinuation of a Furnisher's pension commitment

In the event of termination of the Pension Plan by the Founder, the Acquired Reserves of all Affiliates, increased, if necessary, by the amount necessary taking into account the WAP return guarantee, will be calculated.

If the Free Reserve "yield" increased by the Free Reserve "pre-funding" is sufficient to finance the WAP yield guarantee for all Affiliates who have deficits, the amount of these deficits will be drawn from these Free Reserves and deposited in the Individual Pension Accounts of the Affiliates concerned.

In the event of cessation of the Retirement System, the WAP Return Guarantee shall continue to apply until the Member's Retirement or Retirement. The third paragraph of this article is not applicable so that any balance of the Free Reserve(s) will not be distributed to the Affiliates on date of cessation.

The Pension Institution sends a letter to the Affiliates within a period of one month after being informed by the Institution about the discontinuation of the Pension System.

It may be decided to keep the amounts determined in accordance with this article in the Pension Institution or to transfer all or part of them to another Pension Institution.

17.2 Dissolution of a Furnisher's pension commitment

In the event of dissolution of the Pension System by the Founder, the Acquired Reserves of all Affiliates, increased, if necessary, by the amount necessary taking into account the WAP return guarantee, will be calculated.

If the Free Reserve "yield" increased by the Free Reserve "pre-funding" is sufficient to finance the WAP yield guarantee for all Affiliates who have deficits, the amount of these deficits will be drawn from these Free Reserves and deposited in the Individual Pension Accounts of the Affiliates concerned.

In the event of dissolution, any balance will thus be distributed to the Affiliates in proportion to their already increased Acquired Reserves.

If the Free Reserve(s) are insufficient, the missing balance will be deposited by the Founder so that all deficits in the Individual Pension Accounts of the Affiliates can be made up.

The Pension Institution sends a letter to the Affiliates within a period of one month after being informed by the Institution about the dissolution of the Pension System.

It may be decided to keep the amounts determined in accordance with this article in the Pension Institution or to transfer all or part of them to another Pension Institution.

17.3 Dissolution and liquidation of the Founder.

In case of dissolution of the Founder without the pension obligations being assumed by a third party, the Founder's Pension System shall be dissolved.

The Acquired Reserves of the Affiliates located in the Pension Institution, plus, if applicable, the guaranteed amounts in execution of the WAP return guarantee, calculated on the date of disappearance of the Ender, are inscribed in individual accounts that can only fluctuate according to the net return of the assets of the Separate Capital PPO.

If at the time considered, the amounts to be credited to individual accounts are no longer fully covered by assets, these amounts are reduced proportionally.

If, at the time under consideration, after accounting for the direct and indirect management and administrative expenses of the Pension Institution, there is a surplus of assets over those required to subscribe the guaranteed amounts provided for above, this surplus will be distributed to the Affiliates in proportion to these amounts.

Notwithstanding the above principle, in accordance with Articles 14-4 to 14-6 of the WAP RD and provided that the procedure described in these articles is followed, it is possible to use the surplus for another social purpose.

17.4 Dissolution or liquidation of the Pension Institution.

The general meeting of the Pension Institution may decide to dissolve and liquidate a separate asset within the Canton 2, such as the Separate Asset PPO, of the Canton 2 or of the Pension Institution as a whole.

In the event of the liquidation of Canton 2 or the Pension Institution, the amounts allocated pursuant to Article 17.1, paragraphs 1 and 2 of the Pension Regulations and the balance of the Free Reserve(s), if any, shall be transferred, in the interest of the Affiliates, as a lump sum contribution to a pension institution for the financing of benefits similar to those provided by the Pension Regulations.

In the event of liquidation of the Separate Asset PPO, the amounts allocated in accordance with Article 17.1, Paragraphs 1 and 2 of the Pension Rules and any balance of the free reserve(s) shall, in the interest of the Affiliates, be paid as a lump sum premium

transferred to a pension institution for financing benefits similar to those provided by the Pension Plan or to another separate asset within Canton 2.

18 Amendment (or repeal) of these Pension Rules and the Pension System

Without prejudice to legal and regulatory provisions, and in particular the provisions relating to consultation and information procedures imposed by the WAP, the Pension Rules may be amended by the Founder at any time.

19 Termination of employment contract

When the active Member is laid off with immediate effect and with payment of a termination fee, there is a Termination at the time of termination of the employment contract. In principle, the termination indemnity is part of the Pensionable Annual Earnings, and the Reference Period is extended by the period covered by the termination indemnity. However, the Affiliated Person may oppose this, with an explicit written refusal to the Founder within 5 working days of the notification of the resignation. In this case, the termination fee will be taken out of the Pensionable Annual Earnings and the Reference Period will not be extended by the period covered by the termination fee.

20 Limitation of pensions

The allocation of the pension capital may not result in the total of pensions, pension supplements, annuities, allowances and other benefits applicable as pensions, received by an Affiliated Person, exceeding the pension to which he is entitled in implementation of the Law of August 5, 1978 on economic and budgetary reforms. Neither the Establishers nor the Pension Institution can be held responsible for the reduction of the statutory and/or supplementary pension pursuant to the above-mentioned legislation or any other legislation that would limit the statutory and/or supplementary pension accrual in the public sector or provide for a lapse, reduction or transfer of Acquired Reserves or the statutory pension accrual in case of permanent appointment.

If, for the same career and the same period of professional activity, the maximum authorized pension is exceeded, all or part of the Individual Pension Account is withheld for this purpose, in application of Article 39 of the aforementioned Law of August 5, 1978, and allocated to the Pension Institution, and more specifically to the Free Reserve.

21 Disputes and applicable law

Belgian law is applicable to the Pension Regulations and to the Pension System it governs. Any disputes between the various parties involved in this Pension Plan are within the jurisdiction of the Belgian courts.

APPENDIX I: Pensionable annual earnings

Generally speaking, Pensionable Annual Earnings are the wages taken into account for social security contributions.

In accordance with Article 23 of the Law of June 29, 1981 on the general principles of social security for employees, social security contributions are calculated on the Employee's salary as stipulated in Article 2 of the Wage Protection Law of April 12, 1965.

As a whole, wages (subject to social security contributions) include the benefits in cash or monetary value to which the Employee is entitled pursuant to his employment at the expense of the Employer.

In principle, all allowances, premiums or compensation received by contractual employees are part of wages subject to social security contributions, subject to the exceptions stipulated by RD (e.g., compensation mentioned in Articles 19, 19bis, 19ter and 19quater of the RD of November 28, 1969 implementing the Social Security Act).

Listed below are the most common wage elements with an indication of whether they are subject to social security contributions (see left column) or not (see right column). This overview is non-exhaustive. This overview also includes only examples of wage elements as applicable as of the effective date of these Pension Regulations. The overview is not always formally updated in the event of any changes or evolutions.

Subject to NSSO contributions

Normal pay for actual work performance

Hair and station allowance

End-of-year allowance

Night, Saturday and Sunday allowances

Overtime allowance

Disruption

Hazard allowance

Not subject to NSSO contributions

Compensation for travel and accommodation costs

Expense allowances (e.g., reimbursement of commuting expenses)

Work tools or work clothes

below cost price in company restaurant

(if exemption conditions met)

allowance Gift checks (if exemption conditions met)

Sports and culture vouchers (if exemption conditions met)

Permanent allowanceEcocheques	(if exemption conditions met)
Mandate allowance, assignment retention allowance, benefit-functioning allowance, management allowance	Supplementary social security part (e.g.: premium hospitalization INSURANCE, supplement sickness benefit)
Premium voluntary four-day week	Gratuities or gratuities
Severance pay	Mobility budget
Single vacation pay or continued pay for vacations	Doublevacation pay (= 92%)
Guaranteed pay 1 st month clerk guaranteed pay 1 st week worker (100%)	Guaranteed pay 2 nd and week worker (60%)
Activation benefit from employee asset plan, flow-through programs or sine	
Bilingualism premium	

ANNEX II: Equivalent periods

Event	Sum allocated
Maternity Rest	The notional salary one would receive have should the event not occur have occurred. This notional wage is determined on a flat-rate basis by prorating it to social security subject wages in the quarter that the start of the event in question preceding. This notional wage is Indexed in the same way as the wages in the public sector (based on spindle index 138.01).
Maternity Protection	
Paternity leave (birth leave)	
Adoption leave	
Leave of absence due to long-term foster care	
Occupational accident and occupational disease	

Equivalent periods in the context of the COVID-19 pandemic

The Law of May 7, 2020 containing exceptional measures in the context of the COVID-19 pandemic regarding pensions, supplementary pensions and other supplementary social security benefits was published in the Belgian Official Gazette on May 18, 2020.

Within the limits of this law, the member will continue to enjoy the pension promise during the period of suspension of his employment contract due to temporary unemployment for reasons of force majeure or for economic reasons in the context of the COVID-19 coronavirus crisis.

However, if, in accordance with the provisions of the law, the furnisher decided to suspend the commitment during the period of temporary unemployment due to force majeure or for economic reasons in the context of the coronavirus COVID-19 crisis, no pension accrual is provided for this period but death coverage is maintained.

APPENDIX III: Calculation of Net Return

1 Management fee

The cost related to the management of the Pension Plans (" passive " part) of the Separate Asset PPO applicable to the Pension Grants is set at 3.50% of the Pension Grants.

The management fees deducted from the Pension Allowances are deposited in the Compartment "Cost of Separate Equity PPO" within the Separate Equity PPO.

Net Pension Grants correspond to the Pension Grants multiplied by $(1 - 3.50\%)$.

2 Calculation of the Efficiency of Separate Power PPO

The assets of the Separate Asset PPO are invested in accordance with the Statement of Investment Principles (" Statement of Investment Principles " or SIP) applicable to the Separate Asset PPO.

The assets at December 31 of the fiscal year of the Separate Asset PPO are determined in accordance with the applicable management agreement.

The Separate Power PPO is divided into 4 drawers named as follows:

- Drawer Individual Account (" TCI "), which the whole of Individual Pension Accounts of the Affiliates;
- Drawer Free Reserve Prefinancing ("TRLC"), which contains the Free Reserve "prefinancing";
- Drawer Free Reserve Return (" TRLR "), which contains the Free Reserve "return";
- Drawer Cost

The drawer cost is, on the one hand, fed by the costs withheld in accordance with the management agreement (deduction from the Pension Allowances) and, on the other hand, is used to pay the costs of the Separate Asset PPO.

Calculation of an " Individual Pension Account " in case of payment of a pension capital, a death or a transfer during the fiscal year

In case of liquidation during the year of an Individual Pension Account (payment of a pension capital, transfer of the part of the Acquired Reserves or payment of a death capital), the Rate of Return to be applied corresponds to the interest rate of the current year applicable for the calculation of the WAP return guarantee as published by the FSMA. The formula below clarifies the settlement calculation of an Individual Pension Account:

$CI_{01/01}$ = value of the Individual Pension Account on January 1 of the year

$CONT_4$ = net Pension Allowance of the current year calculated in accordance with the Regulations

R_{24} = interest rate of the current year applicable for calculating the WAP return guarantee as published by the FSMA (1.75% in 2022)

t = month of calculation

Value of the Individual Pension Account calculated on the last day of the month $t =$

$$CI01/01 \times (1 + R_{24})^{12} + CONT_A$$

Determination of Rate of Return for a completed fiscal year.

At the end of the year, the Return corresponds to the internal return of the Separate Power PPO.

To determine this Yield, we have:

R = the Efficiency

$A_{31/12}$ = the assets of the Separate Asset PPO at December 31 of the closed fiscal year from which one subtracts the drawer costs

$TCI01/01$ = the sum of the values of Individual Pension Accounts at January 1 of the year that have not yet been settled or carried forward within the year

$TCONTA$ = the sum of the current year's net Pension Allowances calculated in accordance with the Regulations

$TCONTA_i$ = the sum of the current year's net Pension Grants calculated in accordance with the Individual Pension Account Regulations that were not settled or carried forward within the year

$RLC01/01$ = value of the Free Reserve " pre-financing " at January 1 of the year

$TCONTINA$ = the sum of the current year's net Pension Grants that were effectively paid

$TPOUTRLCA$ = the sum of deductions from the Free Reserve " pre-financing " of the current year as provided by the Regulations. These deductions are, for example, deductions for clearing the deficit on the WAP return guarantee, deductions for the External structure, ...

$RLR01/01$ = value of free reserve " yield " at January 1 of the year

$TPOUTRLRA$ = the sum of the deductions from the Free Reserve " yield " of the current year to make up the deficit on the WAP yield guarantee.

The interest rate R is the numerical solution of the following equation:

$$A_{31/12} =$$

$$TCI01/01 \times (1 + R) + TCONTA_i$$

$$+ RLC01/01 \times (1 + R) + TCONTINA - TCONTA - TPOUTRLCA$$

$$+ RLR01/01 \times (1 + R) - TPOUTRLRA$$

Value of drawers at December 31 of the fiscal year ended (value at January 1 of the following fiscal year)

The return RA allocated to an Individual Retirement Account is determined in accordance with the Regulations applicable to such Individual Retirement Account.

The value of an Individual Pension Account before allocation of returns in accordance with the applicable regulations is determined in the following manner on December 31 of the fiscal year:

$$CIA_{v31/12} = CI_{01/01} \times (1 + R) + CONT_A$$

The value of an Individual Retirement Account is determined in the following manner at December 31 of the fiscal year:

$$CI_{31/12} = CI_{01/01} \times (1 + RA) + CONT_A$$

$TCIA_{v31/12}$ = the sum of all Individual Pension Accounts for the allocation of returns in accordance with the applicable regulations

$TCI_{31/12}$ = the sum of all Individual Retirement Accounts

The value of the Free Reserve " yield " at December 31 of the fiscal year is equal to :

$$RLR_{31/12} = RLR_{01/01} \times (1 + R) - TPOUTRLRA + TCIA_{v31/12} - TCI_{31/12}$$

The value of the Free Reserve " pre-financing " at December 31 of the year is determined as follows :

$$RLC_{31/12} = RLC_{01/01} \times (1 + R) + TCONTINA - TCONTA - TPOUTRLCA$$

The values determined on December 31 of the closed fiscal year are the values charged on January 1 of the new fiscal year.

3 *Compartment of each Furnisher or group of Furnishers in case of a multi-Furnisher system*

The assets of a sub-fund of an Founder correspond to the sum of the 3 following drawers:

- Drawer Individual Account (" TCI ") containing the set of Individual Retirement Accounts of the Affiliates of the Founder
- Drawer Free Reserve Prefinancing (" TRLC ") that contains its Free Reserve " prefinancing ";
- Drawer Free Reserve Return (" TRLR ") that contains its Free Reserve " return";

The value of the Free Reserve " return " and the Free Reserve " pre-financing" for a sponsoring company is determined as follows on December 31 of the fiscal year:

$$RLR_{31/12} = RLR_{01/01} \times (1 + R) - TPOUTRLRA + TCIA_{v31/12} - TCI_{31/12}$$

$$RLC31/12 = RLC01/01 \times (1 + R) + TCONTINA - TCONTA - TPOUTRLCA$$

Where the value of the reserves, of the Individual Pension Accounts for allocation of the Return according to the Pension Regulations, of the Individual Pension Accounts and of the allowances are those of the Founder in question.

If the value of a Founder's Free Reserve " pre-financing" on December 31 of a Founder's year shows a negative balance, it will be cleared by a contribution from the Founder.

Ontwerp goed te keuren door de RvB van 19.9.2022 van het Ethias Pension Fund

ANNEX IV: MIPS exit agreement

BETWEEN

[NAME INRICHTER 1], with registered office located at [address] and company number [company number], validly represented by [details of representative];

Hereinafter [NAME INRICHTER 1];

AND

[NAME INRICHTER 2], with registered office located at [address] and company number [company number], validly represented by [details of representative];

Hereinafter [NAME INRICHTER 2];

Hereinafter each individually referred to as "the Furnisher" and collectively as "the Furnishers";

IN THE PRESENCE OF

Ethias Pension Fund OFP, with registered office at 4000 Liège, rue des Croisiers 24, company number 644.695.949 and approved by the FSMA under number 50621, validly represented by [details of representative];

Hereinafter "the Retirement Institution";

PREVIOUS

The Furnishers have implemented an identical pension system for their employees who meet the affiliation requirements as stipulated in Article 3 of the Pension Regulations (i.e., the Affiliates) whose management the Furnishers have entrusted to the Pension Institution.

Therefore, the pension system of the Founders qualifies as a multi-founder pension system within the meaning of Article 3, §1, 25° of the WAP.

The Furnishers wish to eliminate the effects of the termination of an Affiliated Person's employment contract with a Furnisher, other than through death or retirement, who enters into a new employment contract with another Furnisher.

To this end, in implementation of Article 33/2 of the WAP, the Furnishers wish to conclude a so-called exit agreement governing the assumption of the entirety of the rights and

obligations of the Furnisher left by the Affiliated, by the Furnisher joined by the Affiliated, including the guarantees referred to in Article 24 of the WAP.

IS AGREED UPON AS FOLLOWS

Article 1 - Object

This agreement is an agreement within the meaning of Article 33/2 of the WAP.

The purpose of this agreement is to eliminate the effects of the termination of an Affiliate's employment contract with a Furnisher, other than through death or retirement, who enters into a new employment contract with another Furnisher.

This agreement defines the modalities of the assumption of all the rights and obligations of the Furnisher left by the Affiliated, by the Furnisher joined by the Affiliated, including the guarantees referred to in Article 24 of the WAP.

This agreement is appended to and forms an integral part of the Pension Rules. Terms used in this agreement shall have the same meaning as those in the Pension Rules.

Article 2 - Events encountered

This agreement visions cases of mobility of employees affiliated to the Pension System between the Furnishers. This agreement applies to Affiliates whose employment contract with one Founder ends (other than through death or retirement) in order to enter the service of the other Founder under a new employment contract where the conditions of affiliation to the Pension System continue to be met.

Article 3 - Assumption of rights and obligations

The Member that joins the Member takes over all rights and obligations with respect to this Member under the Retirement System and that this Member could assert with respect to the Member that he left, including the guarantees referred to in Article 24 of the WAP.

The Affiliated Party may thus assert vis-à-vis the Furnisher it joins all the claims it could assert vis-à-vis the Furnisher it leaves.

However, the Founder who is left by the Affiliated Person remains jointly and severally liable to the Affiliated Person in the event of non-compliance by the Founder who is joined by the Affiliated Person. This joint and several liability only applies to pension rights existing at the time of the change of Insurer.

The change of Founder does not entail any change for the Affiliates in terms of their pension commitment. In accordance with Article 3, §1, 11°, b), 1 of the WAP, the termination of the Affiliates' employment contract with the Founder they are leaving is not considered a retirement within the meaning of the WAP.

Article 4 - The modalities of assumption of rights and obligations

As a result of the change of Founder, the Member concerned is considered an active Member of the new Founder whereby, under the Retirement System, his entire seniority is recognized.

The Furnishers agree that in the event of a shortfall in Acquired Reserves, the WAP return guarantee, the pension capital or the capital death compared to the provisions of the Pension Regulations and/or the statutory provisions, the Furnisher who joins the Affiliated shall pay the additional premiums and/or attachments due to make up such shortfall.

These additional premiums and/or attachments, if any, will be paid at the time of the transfer of the Affiliated Person's Acquired Reserves as referred to in Article 32 of the WAP, upon the Affiliated Person's Retirement, when benefits are due or upon the termination of the Pension Plan.

If the Furnisher who joins the Connected Person is in default, the Connected Person may turn to the Furnisher he left for the discharge of the deficit.

Article 5 - Information from the Affiliates

In accordance with Article 33/2, §3 of the WAP, the Furnisher who joins the Affiliated shall, within the thirty days following the assumption of rights, inform the Affiliated in writing of this assumption and all its consequences.

In particular, this information will indicate that the takeover does not entail any change in the pension commitment of the Affiliated Person and that all rights and obligations arising from the Pension System will be taken over in their entirety by the Furnisher he joins from the date of the takeover. It is also communicated that the Founder he leaves remains jointly and severally liable in case of non-performance by the Founder he joins.

Article 6 - Entry into force and duration

This agreement shall enter into force on [date].

This agreement is entered into for an **indefinite** period of time. This agreement may be terminated or modified at any time by the Fitters with a notice period of 3 months provided that new legal or regulatory provisions, a new official interpretation of existing legal or regulatory provisions, a decision of the FSMA, a reorganization of the Fitters, a change of pension institution, the departure of an Founder or the entry of one or more new Fitters do not require a termination or modification of this agreement within a shorter period of time.

The amendments must be unanimously approved by the Establishers taking into account the procedures applicable when amending the pension commitment in question. They shall be implemented through an annex to this agreement duly signed by the Furnishers or by signing a new agreement.

However, any termination or modification cannot result in the

Pension Institution or the Institutions no longer have to respect the provisions of the WAP. A termination of this agreement can only have consequences for geïsoleerde situations as stipulated in Article 2 that occur after the effective end date of the termination.

Article 7 - Applicable law and competent courts

This agreement is subject to Belgian law.

Any legal proceedings relating to this agreement fall within the jurisdiction of the Belgian courts.

Done at [place] on [date], in as many original copies as there are parties.

For [Name of Furnisher 1]

[name]
[position]
n].

For [Name of Furnisher 2]

[Name].
[function]

For the Retirement Institution

[name] [position]