



KPMG Luxembourg, Société coopérative.
39, Avenue John F. Kennedy
L-1855 Luxembourg

Tel. +352 22 51 51 1
Fax: +352 22 51 71
E-mail: info@kpmg.lu
Internet: www.kpmg.lu

TRAINEESHIP AGREEMENT

Between the undersigned:

KPMG Luxembourg, Société coopérative, with registered office at 39, Avenue John F. Kennedy, L-1855 Luxembourg, represented by Mrs. Geraldine HASSLER, Head of People & Culture, signing this contract on behalf of the company, as delegated from the Executive Committee,

hereafter "the Employer" or "the Company" and

Mr. Umberto LOMBARDI, resident at 19 Via Vauda, 10040 Lombardore, Italy,

hereafter "the Trainee",

It is agreed as follows:

Article 1. Objective of traineeship

- 1.1. The main purpose of this traineeship agreement (the "Traineeship Agreement") is for the Trainee to practically apply skills and knowledge acquired whilst at the educational institution ESCP Business School in preparation for a Master in Management to a working environment (the "traineeship").
- 1.2. The educational institution will provide the Trainee and the Employer with a placement agreement since the traineeship is mandatory to complete above-mentioned diploma.
- 1.3. Géraldine HASSLER, Head of People and Culture, will be the tutor ("tuteur de stage").

Article 2. Duration of traineeship

- 2.1. The Traineeship Agreement is concluded for a limited period of time and will enter into force on January 3, 2022 and will end on June 30, 2022.



Article 3. Working hours

- 3.1. The normal working hours are 8 hours per day and 40 hours per week from 8:30 am to 12:30 pm and from 1:30 pm to 5:30 pm.
- 3.2. However, the working time is flexible as follows:
 - (i.) The working hours may be performed within a timeframe from 7:00 am to 8:00 pm.
 - (ii.) The compulsory working hours are from Monday to Friday from 10:00 am to 12:00 noon and from 2:00 pm to 4:00 pm with a minimum 30 minute lunch break.
- 3.3. The variable working time is from Monday to Friday from 7:00 am to 10:00 am, from 12:00 noon to 2:00 pm and from 4:00 pm to 8:00 pm with a minimum 30 minute lunch break.

Article 4. Place of traineeship

- 4.1. The Trainee shall carry out the traineeship at the Employer's Luxembourg premises, at 39, Avenue John F. Kennedy, L-1855 Luxembourg.

Article 5. Discipline

- 5.1. The Trainee will observe at all times the Employer's internal rules, regulations and policies which are in force from time to time and accessible for the Employee on the Employer's intranet page.

Article 6. Incapacity to work

- 6.1. Should the Trainee be unable to attend work for any reason, the Trainee must contact the Employer (the Reception, Planning or Human Resources), either personally or via a third party on the first day of absence of disablement causing the absence from work stating the reason and the probable duration of the absence and thereafter submit a sickness certificate to the Employer at the latest on the third day of absence. In this respect, the Trainee agrees to adhere and to comply with the illness procedure according with the Employer's policies.

Article 7. Confidentiality

- 7.1. The Trainee may not without prior permission of the Employer take away from the offices of the Company any documents, copies of documents, manuals or any other working materials whatsoever, which the Trainee has received or used during the traineeship.
- 7.2. The Trainee shall not (except as authorised or required by the terms and conditions of this Traineeship Agreement) during the continuance of the traineeship or after its termination, during a period of 25 (twenty-five) years, use (other than in the proper performance of the duties arising from this Traineeship Agreement and for the purposes of the Employer or any KPMG group company (the "Group Company") or disclose to any person, firm, company or other organisation whatsoever any information relating to the organisation, business or finances of the Employer or any Group Company or any of their customers, agents or suppliers or any of their trade secrets or confidential details of any dealings, transactions or



affairs of which the Trainee is or may become aware during the traineeship and shall keep with inviolable secrecy all matters entrusted to him, and the Trainee shall use the best endeavours to prevent the disclosure or use of any such information in any manner which may injure or cause loss whether directly or indirectly to the Employer or any Group Company or any of their officers, directors or employees.

- 7.3. Any notes, memoranda or copies made by the Trainee during his traineeship or at any time thereafter relating to any matter within the scope of the business of the Employer or any Group Employer or concerning any of their dealings, transactions or affairs shall be and remain the property of the Employer or any Group Company, and the Trainee will not either during his traineeship or at any time thereafter use or permit to be used any such notes, memoranda or copies otherwise than for the benefit of the Employer or any Group Company.
- 7.4. The Trainee will not make any public statement or any statement to a person employed or associated with the media concerning the Employer, any Group Company or any of their officers, directors or Trainees, customers or suppliers or their activities without first obtaining the written permission of the Employer.
- 7.5. Upon signature of this Traineeship Agreement, the Trainee acknowledges, accepts and agrees to respect at all times the professional secrecy laws as defined by current Luxembourg laws and standards by which all Employer's professionals, partners and staff are bound. The Trainee acknowledges that, in compliance with the Law of 5th of April 1993 as amended on the financial sector, the Trainee is required to maintain professional secrecy and a strict level of confidentiality in respect of any information obtained during the traineeship.
- 7.6. Any breach of this duty of secrecy can lead to criminal and economic consequences as well as regulatory sanctions for the Trainee in particular.
- 7.7. The Trainee is fully aware of and responsible for complying with the duty of professional secrecy and that understands that any contravention or attempt to contravene these provisions can be punishable by the penalties laid down in Article 458 of the Penal Code.
- 7.8. Unauthorised disclosure of any of the above confidential information and/or breach of the provisions of these clauses is a serious breach of discipline and may result in disciplinary action against the including Trainee dismissal without notice.
- 7.9. In compliance with the applicable confidentiality requirements, the Employer reserves the right to restrict the circulation of any traineeship report prepared by the Trainee for the Trainee's educational institution.

Article 8. Compensation and other benefits

- 8.1. The monthly gross traineeship compensation is fixed at EUR 1,525,- *pro rata temporis* of effective working days.
- 8.2. Each month, the Trainee will receive an amount of EUR 194.40 for meals through the Sodexo Lunch Card, calculated *pro rata temporis*.



- 8.3. Each month, the Employer will deduct EUR 50.40 *pro rata temporis* from the Trainee's net salary to cover this participation.
- 8.4. The Company does not provide the Trainee with parking facilities.

Article 9. Fiscal obligations

- 9.1. The Company may only withhold taxes and social contributions on payments and benefits that are based on the present Traineeship Agreement, in accordance with the tax regulations and practice applicable in Luxembourg. The Trainee is required to keep a list of the number of working days other than those covered by this Traineeship Agreement spent, for whatsoever reason, outside Luxembourg and to notify the tax authorities of the Trainee's country of residence of these days. The Trainee is required to declare to the tax authorities of the Trainee's country of residence any payments or benefits received which have not been subject to tax or social contribution payments by the Company in Luxembourg pursuant to the preceding paragraph and to pay such taxes and/or social contributions in accordance with the applicable regulations in such country of residence. The Trainee must submit to the Company, where applicable, evidence that the Trainee has fulfilled these obligations.

Article 10. E-mail & internet usage

- 10.1. The Trainee acknowledges that access to the Employer's computer, telephone and/or IT systems is provided for business purposes only. The Trainee agrees to abide, at all times, with any relevant policy or procedure issued by the Employer from time to time. Unauthorised use of e-mail or internal systems is a serious breach of discipline and may result in disciplinary action against the Trainee including dismissal without notice.

Article 11. Annual vacation

- 11.1. The Trainee is entitled to an annual vacation of twenty-eight (28) working days per annum, to be taken at a time convenient for the Employer.
- 11.2. The Trainee's annual vacation entitlement will be calculated *pro rata temporis* in the year of commencement and termination of the employment. Where on termination of the Traineeship Agreement, the Trainee has taken more holiday than the annual vacation entitlement (to be calculated on a pro rata basis) the Trainee will compensate the Employer for each day of vacation taken in excess of the annual vacation entitlement.

Article 12. Social Security

- 12.1. The Trainees must be covered against work accident (both at the workplace and when the Trainee commutes to/from the workplace). The Trainee is either covered against work accident by the school through the "convention de stage" or is affiliated to the Luxembourg Social Security system. The Employer will not accept private insurance.
- 12.2. In cases where the Trainee is covered against work accident by the Social Security System, from the country where the Trainee is undertaking the studies, through the school traineeship agreement



(“convention de stage”), the Employer will not affiliate the Trainee to the Luxembourg Social Security system and no social contributions will be withheld from the monthly compensation.

- 12.3. If the school traineeship agreement (“convention de stage”) doesn’t provide for work accident insurance coverage for the Trainee, the Trainee will be enrolled by the Employer to the Luxembourg Social Security system and social contributions, that the Employer will pay on behalf of the Trainee, may be withheld from the Trainee monthly salary depending on the duration of the Traineeship Agreement .
- 12.4. If the duration of the whole traineeship is longer than three (3) months, the Employer must enroll the Trainee with the Luxembourg Social Security for all social security branches (sickness, pension, accident and long-term care). The social contribution will be deducted from the Trainee monthly salary. The amount of social security contribution is calculated by taking as basis the social minimum wage for non-qualified employees and not the monthly salary.
- 12.5. If the duration of the whole traineeship is of three (3) months or less, the Employer doesn’t need to enroll the Trainee for health and pension insurance but only for work accident insurance. In such case, no social contribution will be deducted from the Trainee’s monthly salary.

Article 13. Data protection

- 13.1. In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”) as well as any other data protection law applicable in Luxembourg (altogether, “Data Protection Law”), the Trainee is informed that the Employer, acting as data controller, collects, stores and processes, by electronic or other means, the data supplied by the Trainee during the traineeship relationship for the administration of this Traineeship Agreement and in order to comply with the applicable legal and regulatory obligations in relation to this Traineeship Agreement.
- 13.2. The Personal Data includes: the Trainee’s name, home address, phone number, nationality, trainee ID number, tax ID and social security number, immigration status, marital status, job title, salary, bonuses and other benefits, bank details, professional experience, education, performance history, qualification, hobbies and interests, images and photos, information concerning performance, career plans, medical leave information, emergency contacts and health or handicap data to the extent permitted by Traineeship laws and regulations, copies of other personal documents, such as ID cards or passports, and any other personal information provided by the Trainee to the Employer (“Personal Data”).
- 13.3. The Personal Data is collected for the purposes of (non-exhaustive list):
 - (i.) the performance of this Traineeship Agreement, notably to process the Employer’s payroll, withhold taxes and social security charges, maintain and improve security systems, prepare reports for public authorities (e.g. company register) etc.;
 - (ii.) the legitimate interests pursued by the Employer (litigation, protection of the Employer’s goods and security of the Trainee and third parties interacting with the Employer);
 - (iii.) compliance with applicable legal and regulatory obligations, notably Traineeship laws and regulations, and the amended law of 29 March 2013 on the organisation of the criminal record.



- 13.4. The Trainee is hereby informed that this Personal Data will not be processed for the purposes of commercial prospecting.
- 13.5. The Employer stores the Personal Data in controlled-access, centralized databases, secure paper and electronic files located in the European Union. The access is limited to authorized users subject to a confidentiality duty, such as the human resources department, the finance department, or the Trainee's manager, on a need to know basis. Personal Data will be stored for the duration of the Traineeship Agreement and thereafter in compliance with the data retention obligations to which the Employer is subject to as established in the Employer's policies.
- 13.6. The administration of remuneration and financial compensation of the Trainee may however be outsourced to a service provider located in the European Union, in which case such service provider, acting in the capacity of sub-contractors / data processor on the instructions of the Employer, would have access to the Personal Data of the Trainee. The Personal Data may also be transferred to administration and public authorities, social security services, insurance and banking institutions, and to professional advisors and auditors of the Company, which are located in the European Union, for the purposes mentioned above.
- 13.7. The Employer endeavours to protect the Personal Data by using adequate security measures (maintained and improved over time in line with legal and technological development) and by putting in place contractual limitations on the use of the Personal Data, as the case may be.
- 13.8. In addition to the Personal Data, the Company may be provided with information relating to the Trainee's relatives and friends in connection with emergency contacts.
- 13.9. The Trainee has the right to request access to the Trainee's own Personal Data and may require that such Personal Data be rectified in case of error.
- 13.10. The Trainee may also request that the Trainee's own Personal Data be erased or that data processing be restricted if the Personal Data may no longer be legitimately held or processed. The Trainee further has a right of objection and a right to data portability under the conditions laid down in the applicable data protection rules.
- 13.11. The Trainee may exercise the above described rights by writing to the Risk Management and Legal department at privacy@kpmg.lu. A full and detailed description of the Trainee's privacy rights in relation to the information processed by the Employer as well as the steps taken by the Employer to protect the Trainee's privacy are accessible for all employees in the "Employee Privacy Notice" available on the Employer's intranet page.
- 13.12. The Trainee also acknowledges the existence of the right to lodge a complaint with the Commission Nationale pour la Protection des Données (the "CNPD") at the following address: 15, Boulevard du Jazz, L-4370 Esch-sur-Alzette.



Article 14. Termination

- 14.1. Any breach to the provisions of articles 5 and 7 above will be considered as gross misconduct and therefore result in the immediate termination of the Traineeship Agreement.
- 14.2. The Employer will inform the educational institution of all misconducts of the Trainee.

Article 15. Consequences of termination

- 15.1. Upon termination of the Traineeship Agreement for whatever reason, or at any time on demand, the Trainee shall deliver forthwith to the Employer all books, documents, papers (including photocopies) in each case in whatever format they may exist, computer disks and software and other property belonging to the Employer or Group Company which may then be in the Trainee's possession or under the Trainee's power or control including, without limitation, any papers belonging to others which may be possessed or under the power or control of the Trainee and relate in any way to the business or affairs of the Employer or any Group Company or any supplier, agent, distributor, customer or client of the Employer or any Group Company, and the Trainee shall not without written consent of the Employer retain any copies thereof.

Article 16. Intellectual property

- 16.1. The Trainee acknowledges and agrees that, to the fullest extent authorized by law, all intellectual property rights which are directly or indirectly related to the Employer's activities and which concern works created by the Trainee in the course of the traineeship, upon instruction of the Employer or simply by using techniques, means and/or data belonging to the Employer, shall be exclusively be assigned to the Employer, without the Trainee having the right to claim any additional remuneration other than that provided for under article 8 (compensation and other benefits) of the present Traineeship Agreement.
- 16.2. Such intellectual property rights shall in particular include, but are not limited to, all present and future author's rights, rights relating to data bases, design rights or patent rights for the full term thereof, throughout the world.
- 16.3. The assignment of rights to the Employer will in particular, but not only include the right to sell, license, reproduce, communicate, translate, adapt, modify and in a general way put on the market either for free or against remuneration.

Article 17. Conditions precedent

- 17.1. This Traineeship Agreement is subject to the condition precedent that the Trainee has previously obtained all necessary administrative authorisation and has complied with all applicable legal requirements as regards immigration and work on the territory of Luxembourg.



Article 18. Applicable law and Jurisdiction

18.1. This Traineeship Agreement shall be governed by the laws and regulations of the Grand Duchy of Luxembourg. Matters not expressly provided for by this Traineeship Agreement shall be governed by applicable Luxembourg laws and regulations, predominantly the Labour Code. Any dispute arising out of the existence, performance, interpretation or termination of this Traineeship Agreement shall be submitted to the exclusive jurisdiction of Luxembourg.

Made in Luxembourg in two originals on December 14, 2021, each party declaring receipt of one original of this Traineeship Agreement and acknowledges understanding and speaking English.

The Employer

The Trainee

READ AND APPROVED

Geraldine HASSLER

Umberto LOMBARDI

Head of People & Culture

* To be preceded by the hand-written words "read and approved"