

## GENERAL TERMS AND CONDITIONS

1.

We will provide our best efforts to deliver the services requested by the client on a timely manner and in accordance with the Belgian legal and Brussels bar regulations.

2.

We will inform the client about the possible solutions in the framework of the client's instructions and will implement the retained solution with diligence and care. Unless he formally expresses his disagreement, the client is supposed to accept the strategic choice of the retained solution provided the latter results from the exchange of correspondence, emails as well as from the initiatives and procedures undertaken.

3.

The client is aware that he may need to provide information and details with respect to his/her identification in the process of the client's acceptance procedure in accordance with the law dated January, 12 2004 about anti-money laundering.

4.

The client is aware and accepts that we have the possibility at all time to delegate certain tasks to other lawyers, in the interest of the matter at stake. In this framework, these lawyers will be responsible for their part of the advice provided.

5.

Our liability will in any event be limited to the ceiling covered by the professional liability policy that has been subscribed on our behalf by the Brussels bar for an amount of 1.250.000 EUR per claim, increased by the additional ceiling covered by AIG Europe for an amount of 2.500.000 EUR per claim. A copy of these policies is available at first demand.

6.

Unless it is agreed otherwise, our fees will be computed according to the time needed to fulfill our mission. The standard hourly rate is 320 EUR excluding VAT. This rate can be revised to 350 EUR excluding VAT for more difficult files. Alternatively, the rate can be reduced on request to EUR 250 excluding VAT for "due diligence" type reviews or for "second opinions". A modification of these rates may be applicable from time to time but in this case the modification will only enter into force after formal notification to the client. Upon request of the client and depending on the nature of the file, a fixed fee can be agreed. Our fees will be increased with out-of-the-pocket expenses. A fixed amount of 50 EUR will be applied at inception of a new matter.

7.

Unless agreed otherwise, an advance of our estimated fees will be requested at inception of the file. The amount of the advance payment will depend from the importance of the matter.

Any claim regarding an invoice should be addressed in writing within 8 days of the issue of the invoice and in any event before the final date of payment. After this delay, the invoice will irrevocably be considered as accepted.

In case of non-payment, we will have the right to suspend our services without further notice and without being liable from any prejudice suffered by the client, his partners or third parties, that has been caused by this suspension. Late interest as well as a complementary indemnity (which will not be inferior to 8% of the amount of the invoice) as provided by the law of 22 November 2013 modifying the law of 2 August 2002 will be due *ipso iure* as from the day following the issue date of the invoice, without further notice. In addition to this, we will have the possibility to request the payment of a fixed indemnity of 40 EUR covering our costs of recovery.

8.

Further to Belgian VAT and income tax regulations, the client accepts that the entity to be invoiced must be the beneficiary of the services provided. The client will communicate immediately the details of the entity to be billed, as well the detail of its VAT number.

The advance payment, the intermediary invoices and final bill will be paid at the latest month of the issue of the invoice.

9.

Our duties and involvement in the file will end at the latest upon issue of our final invoice. Our opinion or advice will be delivered by taking into account the tax law, case law, and regulations applicable at the moment of rendering our services. We will not be obliged to alert the client in case of modification of the tax law, case law and regulations after the issue of our final invoice.

10.

Our relationship is subject to Belgian law and any claim relating to our relationship will be addressed by the courts of Brussels, without prejudice of the competence of the bar authorities

11.

Unless agreed otherwise, we will take care of the archiving of the files including the preservation of the main documents of the file during a period of 7 years. The client will have the right to take a copy of these elements during this period. Unless agreed otherwise, the file will be destroyed after this 7 years period.

12.

These terms and conditions will be applicable as from 2nd February 2023 and replace prior versions.

February 2, 2023.