

GENERAL TERMS AND CONDITIONS OF B.V. CLIVE VAN AERDE & PARTNERS

[with registered address at 8200 Bruges (Belgium), Rijsselstraat 274] (V.A.T. n° BE 0458 591 947)

1. Assignments

1.1. These general terms and conditions apply to all agreements with B.V. CLIVE VAN AERDE & PARTNERS (hereinafter referred to as "the Company") and hence to all assignments it receives from the Client.

These general terms and conditions also apply if the Client is a Consumer. For the purposes of these general terms and conditions, "Consumer" means any natural person who is acting for purposes that are outside his trade, business, craft or profession.

The application of any terms and conditions of the Client (hereinafter referred to as "the Client") is excluded.

1.2. Every agreement and hence every assignment is accepted and executed by the Company. Only the Company shall be liable and responsible for its execution, even if the Client – explicitly or implicitly – has entered into the agreement and given the assignment for it to be executed by a specific lawyer or agent of the Company.

The Client accepts that the Company's lawyers and agents do not personally enter into any obligations towards the Client. The Client accepts - with respect to the agreements and hence with respect to the assignments and the services concerned - not to bring any liability claims or other claims against any lawyers and/or agents of the Company (including former lawyers and/or agents, as well as their heirs) and irrevocably waives them.

Without prejudice to the foregoing, these general terms and conditions shall apply not only vis-à-vis and for the benefit of the Company, but also vis-à-vis and for the benefit of all lawyers and/or agents of the Company, including former lawyers and/or agents, as well as their heirs.

1.3. The Company undertakes to carry out the assignments with professional diligence.

1.4. The Client must provide complete and accurate information. The Company may assume that all information provided by the Client is complete and correct.

2. Fees, office costs and expenses

2.1. In each individual case, the Company shall charge the fees, the office costs and the expenses.

2.2. The fees are the remuneration for the services provided by the Company. The fees are determined and charged as follows:

- An hourly rate fee: During the handling of the case, fees are charged at the hourly rate stipulated in the Specific Terms and Conditions.
- Success fee: If a result favorable to the Client is achieved, an additional fee is charged in the form of a percentage of the financial value of the result achieved. A favorable result is understood to be, for example:
 - moneys claimed by the Client are effectively collected;
 - a claim for payment of an amount of money made against the Client is rejected in whole or in part;
 - an advantage is obtained by the Client that has a financial value;
 - the Client obtains a share from the liquidation of a matrimonial community, joint ownership or inheritance ;

- etc.

If the court grants the Client a compensation for procedural costs ("rechtsplegingsvergoeding"), the fee shall never be less than this amount.

The Client may at any time request an overview of the relevant rates applicable at any given time.

2.3. The Company's office costs shall be determined and charged in accordance with the rates set out in the Specific Terms and Conditions.

2.4. In addition to the fees and the office costs, the Company shall also charge the expenses incurred with respect to the Client's cases.

The expenses are costs which the Company has had to advance to third parties, such as:

- court fees (e.g. docket taxes, expeditions, copies of documents, etc.)
- costs relating to public services (e.g. civil status, national registry, publications in the Belgian Official Gazette, etc.),
- Postal costs (taxipost, registered mail, etc.)
- translation costs
- Bailiff costs and fees
- costs for the consultation of databases
- costs for entry of written submissions, documents of evidence and other documents via DPAdeposit
- etc.

The Company shall have the expenses concerned charged directly to the Client by the third parties concerned, if this is efficiently possible.

If, for whatever reason, the third parties concerned have not charged them directly to the Client but to the Company and/or the Company has paid them, they shall be charged by the Company to the Client at cost price.

2.5. Since 1 January 2014, the services of Belgian lawyers are subject to VAT. Consequently, all fees must be increased by 21% VAT.

2.6. During the handling of a case, the Client shall receive periodic (if possible monthly) invoices from the Company for the fees, the office costs and the expenses.

In addition, the Company may prior to the commencement of performance of the services and during the handling of the case, invoice advance payments, which will be set off afterwards.

2.7. Unless otherwise agreed, the invoices will be sent by email. Unless proof to the contrary is provided, each invoice shall be deemed to have been received by the Client on the day on which it is sent by email.

In the event of sending by post, the invoice concerned shall be deemed to have been received by the Client on the third working day following the date of the invoice, unless proof to the contrary is provided.

2.8. The Client is obliged to check the Company's invoices as soon as they are received.

The Client shall be irrefutably deemed to have accepted an invoice (as well as the rates applied therein) if he has not issued a reasoned written protest within 14 calendar days of receipt of the invoice.

3. Payment conditions

3.1. Invoices of the Company must be paid by the Client within fourteen days of their date, unless the invoice provides otherwise.

All payments must be made at the Company's registered office in Bruges.

3.2. In the event of non-payment of the full amount of the invoice on the due date, the Client shall automatically and without prior notice be liable to pay interest at the following rate:

- The interest rate in accordance with the Statute of 2 August 2002 on combating late payment in commercial transactions, if the Client is an undertaking within the meaning of this Statute.
- The statutory interest rate if the Client is a Consumer.

Furthermore, in the event of non-payment, the Client is also liable to pay a fixed compensation of 10% on the overdue amount, with a minimum of EUR 100.

If the Client is a Consumer, he is entitled to equivalent compensation if the Company fails to fulfil its payment obligations towards the Client.

3.3. In the event of late payment, the Company shall be entitled to suspend the (further) execution of all assignments and of all the services concerned for the Client without prior notice of default, even if they have no connection with the specific case in which the late payment occurs.

3.4. In the event of non-payment of part or all of an invoice on the due date, the balance of all other invoices, even those not yet due, shall become automatically and immediately due and payable.

4. Third-Party Funds

4.1. The Company shall immediately transfer to the Client all amounts destined for the Client which the Company receives in its third-party account.

4.2. The Company is entitled to withhold from the funds it receives on behalf of the Client the amounts needed to cover invoices not yet paid by the Client as well as to cover fees, office costs and expenses and/or advances to which the Company is entitled and which still have to be invoiced at that time. The Company shall also have this right if they relate to cases of the Client other than the case in which the amounts concerned were received in its third-party account. The Company shall inform the Client of this in writing.

4.3. The Company shall not be liable in the event that third-party funds are lost or cannot be traded because the financial institution where the third-party account is held goes bankrupt, is admitted to a judicial reorganization, is wound up, becomes insolvent, is negligent and/or acts without fault on the part of the Company or is the subject of measures or acts detrimental to the Client.

5. Liability

5.1. Subject to the conditions set out in the following paragraphs, the Company shall only be liable for damage, loss, costs and other disadvantages suffered by the Client as a result of gross negligence or intentional negligence on the part of the Company and/or its lawyers, its agents and other persons for whom it may be held liable, in connection with the execution of the relevant assignment and the services concerned. The Company shall not be liable for damage, loss, costs and other disadvantages suffered by the Client as a result of negligence that is neither gross nor intentional.

5.2. The Company shall not be liable for any indirect or consequential loss or damage, including among others loss or damage suffered by third parties.

5.3. If it is established that the Company is liable, its liability - both contractual and extra-contractual - shall be limited to the amounts for which the liability of the Company is insured in first rank under policy LXX034899 "Burgerlijke beroepsaansprakelijkheid van advocaten – Orde van Vlaamse Balies" (translation "Civil professional liability of lawyers – Association of Flemish Bars") entered into with MS AMLIN INSURANCE SE as lead insurer and in second rank under policy 99.551.935 "Burgerlijke beroepsaansprakelijkheid van advocaten – 2e rangspolis – Orde van Vlaamse Balies" (translation "Civil professional liability of lawyers - 2nd rank policy – Association of Flemish Bars ") entered into with AG

INSURANCE NV as lead insurer (see the details of the insurers concerned in the legal information). The Client may obtain a copy of these policies from the Company upon simple request.

If it is established that the Company is liable but that its liability or the damage concerned is not covered by the aforementioned insurance policies or that the above stipulated limitation of liability does not apply, the liability of the Company - both contractual and extra-contractual - shall be limited to the total amount of the fees invoiced in respect of the assignment concerned and the services concerned, with a maximum of 10.000 EUR (ten thousand euros).

5.4. On pain of forfeiture of all right of action, any claim for liability against the Company must be notified to the Company within a period of one year from the date on which the Client becomes aware or reasonably can become aware of the circumstance giving rise or likely to give rise to liability,.

5.5. Without prejudice to shorter periods applicable pursuant to the law or these terms and conditions, all claims against the Company shall in any event become time barred two years after the end of the assignment concerned.

5.6. The Client shall indemnify the Company, its lawyers and its agents against all claims of third parties in connection with or arising from the assignment.

5.7. The Client accepts that the Company's lawyers and agents act solely in the name and on behalf of the Company and do not enter into any personal commitment towards the Client. The Client accepts not to bring any liability claims or other claims with regard to the assignments and the services concerned against any lawyers or agents of the Company (nor against any former lawyers and/or agents, nor against their heirs) and irrevocably waives them.

Without prejudice to the foregoing, the limitations and exclusions of liability stipulated above and the periods of forfeiture and of limitation stipulated above shall apply not only with respect to and in favor of the Company, but also with respect to and in favor of each lawyer and each agent appointed by the Company, including former lawyers and agents, as well as their heirs. This implies, among other things, that if any claim is brought against these lawyers or agents or their heirs, the clauses stipulated above may be invoked by them too.

6. Termination

6.1. The Client and the Company may unilaterally terminate an assignment at any time by informing the other party thereof in writing.

6.2. The Client acknowledges that the following circumstances shall by operation of law give rise to termination of the agreement, unless the Company waives such termination in writing and pursues the execution of the agreement:

- Failure by the Client to comply with a provision of the agreement which has not been remedied within 15 days after written notification of default by the Company, such as, but not limited to, non-payment by the Client of amounts due under the agreement (including advance payments);
- Insolvency of the Client, such as bankruptcy, dissolution or collective debt settlement.

6.3. In the event of termination, the Company will send its final invoice for its costs and fees to the Client, taking into account its work up to the termination of the assignment.

6.4. The Client or the Company may not claim any compensation (such as compensation for loss of income for subsequent services) from each other on account of the termination of an assignment, unless the assignment was terminated by the other party in an abusive manner or if he thereby violates the principle that agreements must be performed in good faith.

6.5. In the event of unilateral termination by the Client, the Client shall be obliged to pay the success fee if and to the extent that success is achieved in the further handling of the case concerned and a

financial benefit is derived from the services provided by the Company and its lawyers prior to the termination of the assignment.

6.6. Upon termination of an assignment, the Company shall return to the Client, at the Client's first request, the documents in the file of the case concerned.

7. Storage of documents

7.1. The Company shall destroy all documents of the physical file of a case five years after the end of the assignment in the case concerned.

7.2. If the Client wishes to recover documents from the file, he must request them from the Company before the expiry of the aforementioned period.

8. Information regarding the processing of personal data

The Company shall inform the Client promptly about the performance of the assignment and the progress of the case. The Client shall promptly and throughout the duration of the assignment, eventually at the Company's request, provide the Company with all useful information.

All personal data shall be processed within the framework of a contractual assignment and a statutory stipulation, including special personal data in accordance with article 9 General Data Protection Regulation (EU) 2016/679 and data relating to criminal convictions and offences in accordance with article 10 General Data Protection Regulation (EU) 2016/679.

The personal data will only be shared with third parties in the context of the performance of the assignment, such as the parties to legal proceedings, the courts, bailiffs and public authorities. This list is not exhaustive. The data will be kept for a period of time that is necessary in relation to the purposes of the processing and in relation to the contractual relationship between the Company and the Client.

The Company has put in place security measures adapted at technical and organizational level in order to avoid the destruction, loss, falsification, alteration, unauthorized access or erroneous communication to third parties of collected personal data as well as any other unauthorized processing of such data.

The Client has the right to at any time address to the Company a request for access, correction, deletion and/or data transfer of his personal data or a request to withdraw his consent or an objection to the processing of his personal data. The firm's privacy policy can be found at <http://vanaerde.com/nl/voorwaarden#privacy>.

The Client may exercise his rights by contacting the Company by e-mail at info@vanaerde.com or by post to Clive Van Aerde & Partners BV, Rijselstraat 274, 8200 Bruges. When making such a request, the Client must always enclose a copy of the front of his identity card or another document enabling him to be identified. The data will only be used to identify the Client and will be deleted afterwards.

The Client has the right to lodge a complaint with the Belgian Data Protection Authority (Belgische Gegevensbeschermingautoriteit), Drukpersstraat 35, 1000 Brussels, Tel +32 (0)2 274 48 00, Fax +32 (0)2 274 48 35, e-mail: contact@apd-gba.be

9. General provisions

9.1. The nullity or unenforceability of one or more (partial) provisions of these terms and conditions shall not affect the validity or enforceability of the other (partial) provisions thereof. These shall remain in full force and effect. The invalid or unenforceable (partial) provisions will be replaced by valid and enforceable (partial) provisions that are closest to the original intention.

9.2. The Dutch text of these terms and conditions prevails over translations into other languages.

10. Applicable law - Competent court

Each assignment shall be governed exclusively by Belgian law (without this leading to any referral to another legal system via international private law).

In the event of a dispute, only the Belgian courts have authority and jurisdiction to decide on the claims in question. Under no circumstances shall a judge of a country other than Belgium have authority and jurisdiction to decide on the claims in question.

If the Client is not a Consumer and the claim in question cannot be qualified as a dispute with a Consumer, only the courts and tribunals with jurisdiction over Bruges shall have territorial jurisdiction to decide on the claims in question.