



DAMEN & PARTNERS

GENERAL TERMS AND CONDITIONS

1. Applicability of general terms and conditions

1.1. The general terms and conditions always apply to all services and assignments carried out by DAMEN & PARTNERS BV, unless otherwise agreed in writing.

1.2. When a client makes use of the services of DAMEN & PARTNERS BV, the client is deemed to have read, understood and accepted these general terms and conditions.

2. The mandate

2.1. The mandate of DAMEN & PARTNERS BV shall be deemed to be established when an assignment has been clearly confirmed and accepted in writing by DAMEN & PARTNERS BV.

2.2. The mere gathering of information, or the asking of any question or request for an assignment, does not bring about cooperation.

2.3. In any case, no mandate shall be established as long as a commission or the first part of a fixed price agreement, insofar as this was requested, has not been paid in full. DAMEN & PARTNERS BV therefore bears no responsibility or liability whatsoever in this interim period.

3. Information

3.1. The client will be fully informed about the assignment of DAMEN & PARTNERS BV, as well as about the handling and progress of the case.

3.2. The client undertakes to provide DAMEN & PARTNERS BV with all useful information on time and throughout the duration of the assignment, if necessary at the request of DAMEN & PARTNERS BV. All useful documents will be delivered to DAMEN & PARTNERS BV as soon as possible at the start of the dossier. The client guarantees the correctness, reliability and completeness of these documents.

3.3. Should new facts or circumstances arise in connection with the performance of the mandate, the client undertakes to inform DAMEN & PARTNERS BV thereof.

4. Recourse to third parties

4.1. In addition to the usual duties performed within the law firm, the client agrees that DAMEN & PARTNERS BV, under the responsibility of the latter, may, for specific or specialised assignments, call upon other lawyers, whether or not within the firm, for the performance of the assignment.

4.2. If DAMEN & PARTNERS BV deems it necessary, it may call upon other third parties, such as civil-law notaries, experts or accountants, chosen in consultation with the client. The costs shall be invoiced to the client at cost price.

5. Costs and fees

5.1. At the start of the file, clear agreements are made between DAMEN & PARTNERS BV and the client regarding the fees and costs, as well as the payment methods.

The invoice will be increased with VAT according to the applicable rate on the date of issue of the invoice. On the basis of the VAT Code, this currently stands at 21%.

5.2. DAMEN & PARTNERS BV may request one or more commissions prior to the commencement of the assignment and the ongoing handling of the case. This is a fixed amount paid by the client to DAMEN & PARTNERS BV, prior to a detailed statement of fees and expenses.

If a fixed price is agreed, a first part of this fixed price will be requested at the start of the assignment. Unless otherwise agreed in writing, DAMEN & PARTNERS BV's services will only commence after this first part has been paid and received.

When the case comes to an end, the client will receive a final invoice. In the final statement of fees and expenses, the advance payments will be deducted from the total amount.

5.3. The client pays the commissions and/or the statement of expenses and fees within 14 days after receipt of the payment invitation. DAMEN & PARTNERS BV reserves the right to set a shorter payment term, subject to justification and if this would be necessary for the proper provision of services.

5.4. If the client does not agree with the requested commission, the intermediary state or the final state, he must protest this by registered letter within 14 days after receipt, stating the reasons why he does not agree with the fee statement.

After 14 days, the client is deemed to have accepted the invoice.

If the client is unable to pay the requested amount within 14 days, he must inform DAMEN & PARTNERS BV in writing, stating the reasons, within 14 days after receipt.

A repayment plan or staggered payment can only be permitted if written permission has been granted by DAMEN & PARTNERS BV.

5.5. Invoices are payable to the client on the due date stated on the invoice. The law of 2 August 2002 to combat late payment in commercial transactions applies to this.

If the invoice has not been paid on the due date, interest at a rate of 10 % per annum of its issue shall be due by operation of law and without any notice of default.

Any late payment by the client entitles DAMEN & PARTNERS BV to charge a fixed compensation of 10 % of the invoice amounts.

All costs associated with recovering the overdue invoice amounts by amicable and judicial means, including bailiff and attorney fees, will be charged to the client.

5.6. In the event of default of payment after the due date of the invoice, DAMEN & PARTNERS BV is also entitled to immediately cease its activities until the client has fulfilled its payment obligations in full, and this without this leading to any liability on the part of DAMEN & PARTNERS BV.

6. Third party funds

6.1. DAMEN & PARTNERS BV shall transfer all amounts received for his client to his client within the shortest possible time. This is an obligation to perform to the best of one's abilities. If DAMEN & PARTNERS BV is unable to transfer an amount immediately, it shall notify the client of the receipt of the amount and inform him of the reason why the amount is not transferred.

6.2. DAMEN & PARTNERS BV may deduct amounts from the amounts it receives on behalf of the client to cover outstanding commissions or statements of expenses and fees. DAMEN & PARTNERS BV will inform the client of this in writing.

This provision does not affect the client's right to contest DAMEN & PARTNERS BV's fee statements and claim payment of these withheld amounts.

6.3. DAMEN & PARTNERS BV also undertakes to transfer all amounts received from the client on behalf of third parties to these third parties as soon as possible.

7. Liability

7.1. DAMEN & PARTNERS BV provides an effort commitment which it will perform to the best of its ability. However, no specific result can be guaranteed.

7.2. All lawyers of DAMEN & PARTNERS BV are insured through a collective insurance policy 'civil law professional liability', taken out by the Order of Flemish Bar Associations.

7.3. The professional liability of DAMEN & PARTNERS BV and the lawyers handling the case is limited to the amount covered by the Insurance. The client therefore considers the aforementioned insurance to be sufficient and accepts that the compensation for the proven damage he suffers as a result of a professional error on the part of a lawyer of DAMEN & PARTNERS BV, in all cases and irrespective of the nature of the error, will be limited to the amount for which the lawyer is insured.

7.4. DAMEN & PARTNERS BV disclaims any and all liability, of whatever nature, in respect of advice and services provided by lawyers who are not part of the firm, experts or any other supplier of services which the firm may need to call upon as part of our assistance in a client's file.

DAMEN & PARTNERS BV can only be held liable for damages directly resulting from the assignment given to the firm.

8. Application of the Money Laundering Prevention Act

8.1. Anti-money laundering legislation aims to curb various money laundering practices. The client accepts the application of the Money Laundering Prevention Act. This means that the lawyer has the obligation to identify the clientele and report money laundering practices to the Bar Association of Antwerp when the lawyer:

a) Will assist a client to prepare or carry out transactions in connection with:

1. The purchase or sale of real estate or companies;
2. The management of his money, securities or other assets;
3. The opening or management of bank, savings or securities accounts;
4. The organisation of contributions necessary for the creation, operation or management of companies;
5. The creation, operation or management of companies, trusts, fiduciaries or similar legal arrangements.

(b) Will act in the name and on behalf of his client in any financial transaction in real estate.

8.2. The lawyer has a duty of vigilance and to identify the client, the client's agent(s), or the client's beneficial owner(s). This identification must be made on the basis of a supporting document, a copy of which must be made on paper or on an electronic medium. The evidence shall be deemed to be *prima facie* evidence:

- In the case of natural persons, the passport or identity card;
- For Belgian legal entities or foreign legal entities established in Belgium: extract from the Crossroads Bank or notarial deed;
- For foreign legal entities without an establishment in Belgium: reliable documents, data or information customary in international legal transactions.

8.3. In addition, the lawyer must know the identity of clients who are not physically present, as well as whether the clients, agents or beneficial owners are a politically prominent person.

8.4. This duty of vigilance and identification requires the cooperation of the client. If the client does not communicate the expected information within 14 days - barring exceptional circumstances - the lawyer cannot enter into the business relationship and if he had already acted provisionally he will terminate his further intervention.

8.5. The President will pass on the information to the Financial Information Processing Unit. The attorney at law and the President of the Bar is prohibited from informing the client that information has been communicated or that an investigation is underway.

9. Termination of the Agreement

9.1. After closure of the file, the file will be archived and kept for 5 years from the date on which the last performance was delivered by DAMEN & PARTNERS BV. After 5 years, the file will be destroyed.

9.2. The client may terminate the agreement at any time by notifying DAMEN & PARTNERS BV in writing.

DAMEN & PARTNERS BV will transfer its final statement of fees and costs to the client, taking into account its performance until the termination of the agreement.

Upon first request, DAMEN & PARTNERS BV will return the documents in the file to the client within a reasonable period of time.

9.3. DAMEN & PARTNERS BV may terminate the agreement at any time by informing the client in writing. In order to determine the moment at which he ceases his services, DAMEN & PARTNERS BV must take into account the possibility for the client to obtain the necessary assistance from another lawyer in good time.

10. Applicable law and disputes

10.1. Belgian law applies to the exclusion of any other law.

10.2. Disputes shall fall within the exclusive competence of the Courts of Antwerp, without prejudice to the competent bodies of the Order of Flemish Bars or the Antwerp Bar.

10.3. Should one or more stipulations of these general terms and conditions be invalid or null and void, this shall not affect the validity and enforceability of the other stipulations of these general terms and conditions.