

## **GENERAL TERMS AND CONDITIONS**

### **1. OBJECT**

- 1.1. The client entrusts the law firm "le Hardÿ & Paternostre" (Crossroads Bank for Enterprises number 0719.320.623 - hereinafter the "Firm") with the defence of his or her interests in the context of an assignment of advice, assistance, negotiation, defence or representation before the courts and tribunals, or the bodies before which the client is invited to appear. The specific object of the assignment of the Firm shall be laid down, depending on the circumstances, in a "letter of engagement" or in any other communication between the Firm and the client.
- 1.2. The object of the assignment of the Firm may be amended or supplemented during the course of the case, according to its progression, or at the client's request. In the event of an amendment to its assignment during the course of a case, the Firm shall ensure that the client is informed as soon as possible.
- 1.3. The assignment of the Firm includes all the services necessary to defend the interests of the client.
- 1.4. The Firm shall act diligently, in accordance with legal rules, as well as the rules of ethics and courtesy which are applicable, inter alia, between lawyers.
- 1.5. The present terms and conditions of intervention apply not only to the Firm, but also to any person associated with the performance of the assignment entrusted to the Firm and/or on whom any responsibility rests in this respect, including related persons, as well as all universal beneficiaries.

### **2. START OF THE ASSIGNMENT**

Unless otherwise agreed to in writing by the Firm and the client, the legal assignment shall begin when the client and the Firm have agreed on the object of the assignment, its financial conditions, and the application of the present general terms and conditions to the contract.

However, if the Firm was required to intervene before the object of the assignment and its financial conditions were agreed on, unless otherwise expressly agreed to between the Firm and the client, the assignment shall commence from the time the Firm provided the preparatory services for defining the assignment, and the financial conditions of its intervention.

### **3. EXCHANGE OF INFORMATION AT THE START OF AND DURING THE CASE**

- 3.1. The client undertakes to readily inform the Firm, as comprehensively as possible, of all elements relating to relevant facts and documents, linked to the object of the assignment entrusted to the Firm.

This obligation to provide information and documents shall continue throughout the performance of the assignment, depending on developments in the case. As such, the client undertakes to immediately communicate to the Firm all new documents and information relating to the case that may come to his or her attention.

- 3.2. The Firm shall keep the client informed as to the progression of his or her case.

If the Firm intervenes in the context of proceedings, it shall, to the extent necessary, prepare a brief report of the hearing as soon as possible. The Firm shall inform the client of any decision communicated to it.

- 3.3. In the event of failure to provide information or useful documents, transmission of inaccurate or incomplete information, late submission of the required information or documents, the information debtor shall be liable for the harmful consequences of such failure to provide information.

### **4. CONFIDENTIALITY**

With the exception of correspondence from a lawyer who is an officer of the court, correspondence from the Firm to the client, another lawyer or the authorities of the Bar Association shall be confidential, as a general rule.

However, if the client gains possession of confidential correspondence, he or she undertakes to maintain its confidentiality, not to transmit it to third parties, and not to use it either in the context of the professional relationship with the Firm or outside this context.

### **5. PERFORMANCE OF THE SERVICES**

- 5.1. The entrusted services are exclusively accepted and performed by the Firm, even when the client expressly or tacitly entrusts the services to a partner of the Firm, either directly or through an associate. As such, the Firm is solely and exclusively responsible for the services provided by the lawyers employed with it, and its staff.
- 5.2. The Firm shall freely decide on the allocation of the various services to the lawyer of its choice within the Firm, or the replacement of one lawyer by another, without the client being able to object.

**6. INTELLECTUAL PROPERTY**

The notices, opinions, writings, etc., originating from the Firm are protected by intellectual property rights and may only be used or reproduced with the express, prior and written consent of the Firm.

**7. USE OF THIRD PARTIES**

- 7.1. The Firm is entitled to call upon other lawyers, under its own responsibility, to carry out specific tasks related to its assignment.
- 7.2. The client agrees that the Firm may choose the court bailiff or translator whom it shall solicit in the course of its assignment.
- 7.3. As regards the use of other third parties, such as specialist lawyers, notaries, experts, technical consultants or accountants, the choice of the third party shall be made by the Firm after consultation with the client.
- 7.4. The client undertakes to immediately pay all invoices sent to him or her for the payment of fees and expenses of third parties which the Firm has solicited.

**8. FEES AND COSTS**

At the start of its assignment, the Firm shall clearly inform the client regarding its method of calculating fees and any costs. If disbursements are likely to be incurred in addition to the fees and costs (bailiffs' fees, experts' fees, translation fees, registry fees, etc.), the Firm shall inform the client.

**9. INVOICING TERMS**

- 9.1. Unless otherwise agreed, at the start of the assignment and during its progression, the Firm shall request the client to pay a provision to cover fees, costs and disbursements.
- 9.2. Unless specifically arranged otherwise with the client, the Firm shall request fees according to the progress of the case, for the services performed as well as the reimbursement of incurred costs and disbursements. Provision previously made shall be deducted from the due amount. The statement of fees, costs and disbursements may include an additional provision for subsequent services and costs.
- 9.3. The Firm shall conclude its intervention by sending the client its statement of fees, costs and disbursements which remain payable. At the client's request, the Firm shall draw up a statement of all fees, costs and disbursements that have been charged in relation to the concluded case.

**10. PAYMENT TERMS**

- 10.1. Unless otherwise specified on the request for a provision, or the statement of fees, costs and disbursements, the requests for a provision and statements of fees, costs and disbursements made by the Firm are payable within the 10 days as from the reception of the invoice, without a discount.
- 10.2. Provisions and statements of fees and costs and disbursements are payable to the Firm at the address indicated on the invoice.
- 10.3. All sums charged to the client which remain unpaid 15 days after the due date as set out in point 8.1 above, shall be increased ipso iure and without prior formal notice of default incur (i) annual interest at the applicable rate of 12% and (ii) a one-off charge of ten percent (10%), with a minimum of 100 EUR, as fixed compensation.
- 10.4. If the Firm and the client have agreed that an amount charged to the client will be payable in instalments, failure to meet a due date on the part of the client shall definitively and irrevocably result in forfeiture of the benefit of the terms and conditions, and the payment of all amounts remaining due.

**11. THIRD-PARTY PAYER**

- 11.1. If the client can benefit from the total or partial intervention of a third-party payer (legal insurance, etc.), he or she shall immediately notify the Firm and communicate to it the precise details of this third-party payer as soon as possible, as well as the conditions of their intervention (in particular the ceiling of intervention).

In such cases, the Firm and the client shall determine which of them will contact the third-party payer to provide the necessary information, so that the latter can assess the extent to which they need to intervene. Unless otherwise expressly agreed to in writing, the client is responsible for transmitting this information to the third-party payer. If the Firm is responsible for contacting the third-party payer, it shall do so within the limits of the professional secrecy to which it is bound.

- 11.2. The invoices of the Firm shall be drawn up in the name of the client and transmitted to the third-party payer.
- 11.3. At any event, the client shall be personally liable for the payment of the fees, costs and disbursements of the Firm, without prejudice to the right of the client to terminate the assignment of the Firm at any time. The client is required to pay fees, costs and disbursements in the event of refusal or default on the part of the third-party payer, or in the event that the ceiling of intervention of this third-party payer is exceeded.

## **12. DEFENCE OF NON-PERFORMANCE**

- 12.1. If a sum charged to the client remains unpaid, or if the Firm does not receive information which is valuable for the management of the case, or if it does not receive the instructions it has requested, the Firm shall be entitled, on condition of written notification, to suspend or interrupt any service. If the client's omission persists, despite a reminder, the Firm may terminate its intervention.
- 12.2. Where applicable, the Firm shall draw the client's attention to the possible implications of the termination of its intervention (e.g. current time scale). The Firm cannot be held liable for such termination.
- 12.3. The fees, costs and disbursements remain payable to the Firm until the suspension, interruption or termination of its assignment.

## **13. DEDUCTION OF FEES FROM THIRD-PARTY FUNDS**

- 13.1. The Firm is authorised to deduct from the sums it collects on behalf of the client any amount owed to it in the form of provision, fees, costs and disbursements relating to the case in question, or any other case of the client which it is handling.

The Firm shall immediately inform the client of this deduction in writing, appending to such notification a copy of the request(s) for provisions, statements of fees, costs and disbursements which justify this deduction.

- 13.2. Unless expressly agreed to in writing beforehand by the client, the Firm shall not make deductions from the sums collected on behalf of the client if they relate to maintenance allowances or other unseizable sums.

## **14. PREVENTION OF MONEY LAUNDERING AND TERRORIST FINANCING**

- 14.1. The Firm complies with its legal obligations in terms of identifying the client or their mandator. The latter undertakes to readily provide all documents enabling identification and authorises the Firm to take copies thereof. The obligations of the Firm and the client ensue from laws and regulations, and in particular the provisions of the Law of 19 September 2017 on the prevention of money laundering and terrorist financing. The information that must be requested from the client by the Firm varies according to whether the former is a natural person, a legal entity, or an authorised representative. The client shall readily inform the Firm as rapidly as possible regarding any modification and shall provide it with proof thereof.
- 14.2. If the nature of the case (assistance to the client in preparing or carrying out transactions such as the acquisition or disposal of buildings or commercial businesses; managing securities funds or other assets belonging to the client or their mandator; opening or managing bank accounts, savings accounts or portfolios; organising contributions necessary for the incorporation, management or direction of companies; the incorporation, management or direction of trusts, companies or similar structures or interventions in the name and on behalf of the client in all financial and real estate transactions) or if the specific situations provided for in the Law of 19 September 2017 (country of origin, difficulties of identification, unusual relationship between the client and the Firm, or the nature of the transactions, public personality or similar) impose on the Firm an obligation of enhanced vigilance, the client undertakes to answer any question of the Firm which enables the latter to comply with its legal obligations in the fight against money laundering and terrorist financing.
- 14.3. If the Firm assists the client in his or her legal defence, or if it carries out an assessment of his or her legal situation, the Firm is required to strictly respect professional secrecy.

It is specified that the law requires the Firm to inform the Head of the Bar as soon as it ascertains, outside its assignment of legal defence or consultation relating to the analysis of the legal situation of the client, of facts which it suspects are related to money laundering or terrorist financing. Where appropriate, the Head of the Bar shall transmit the notification of suspicions to the Financial Intelligence Processing Unit (CTIF).

## **15. LIMITATION OF LIABILITY**

- 15.1. If, during the course of performing the assignment specified in the letter of engagement, or in any other communication between the Firm and the client, the Firm commits an error which causes damage to the client, the obligation of the Firm to rectify such damage shall be limited, by express agreement between the client and the Firm, to the ceiling of intervention of professional liability insurance for each of the lawyers active within the Firm, i.e. €1,250,000 per claim. If, for whatever reason, this insurance is not applicable, the liability of the Firm shall be limited to the total fees incurred by the case, without exceeding €50,000.
- 15.2. In all cases, the right to compensation shall lapse if the demand for compensation has not been notified in writing to the Firm within the year following the identification of an event or situation which gives rise, or could give rise, to the liability of the Firm and, in any event, within the year following the conclusion of the case.
- 15.3. The client shall safeguard the Firm and the lawyers working at the Firm or on its behalf against any claim by a third party resulting from the performance by the Firm of an assignment on behalf of the client.

## **16. END OF CONTRACT**

- 16.1. The client may terminate the assignment of the Firm at any time, by notifying it in writing.
- However, if the assignment of the Firm falls under the context of a subscription, a public contract, a private contract or a regular succession of cases, the Firm may negotiate a notice period or compensatory indemnity with the client.
- At the client's first request, the Firm shall make the case documents available to the client or to the lawyer designated by the client.
- 16.2. The Firm may also terminate the contract at any time, by notifying the client in writing.
- If circumstances so require, the Firm shall take into account a reasonable period of time for the client to organise his or her defence.

## **17. STORAGE OF RECORDS**

- 17.1. The Firm shall electronically store the records of the case entrusted by the client for a period of five years, from the date on which:
- The client terminated the intervention of the Firm;
  - The Firm terminated its intervention;
  - The case is concluded by the completion of the assignment entrusted to the Firm;
- Such storage pertains to correspondence and the main documents of the proceedings, as well as substantive documents that have been entrusted in their original copies to the Firm, without prejudice to the right of the Firm to return these documents to the client.
- 17.2. Upon expiry of the 5-year period, the Firm may destroy all the case documents, without exception.
- As such, it is up to the client, if he or she so wishes, to request the Firm to return all case documents before the expiry of the 5-year period. The documents shall be returned at the premises of the Firm.
- If the client requests that the case documents are sent, this shall be done at the client's expense. The Firm may require prior payment of costs before returning the documents to the client.
- If payment of the costs of returning the documents is not made within one month of the request for payment of the costs, the customer shall be deemed to have waived the return of the documents.

## **18. INVALIDITY**

The invalidity of one of the clauses or part of a clause of these general terms and conditions does not affect the validity of the other clauses.

## **19. APPLICABLE LAW – CONCILIATION – COMPETENT JURISDICTION**

- 19.1. Belgian law applies to contractual relations between the Firm and the client.
- 19.2. In the event of a dispute between the Firm and the client, the parties shall attempt to resolve it either via conciliation, or via the Ombudsman of the Bar if the client is a consumer. Furthermore, in the event of a dispute with the Firm, the

client may request the intervention of the Head of the Bar, who may appoint an authorised representative responsible for attempting to reconcile the parties. If the dispute pertains to fees, the Firm and the client may agree to have it settled by an arbitrator.

- 19.3. If the dispute between the client and the Firm was unable to be resolved by conciliation, nor by the Ombudsman, nor by a conciliator nor an arbitrator, the courts of the jurisdiction in which the head office of the Firm is located shall have sole competence.