

## General terms and conditions of services

**1. General.** These general terms and conditions apply to the services (“Services”) provided by the law firm NEXEA bv/srl (“NEXEA”) to any Client of NEXEA (“Client”) in the context of an Assignment (“Assignment”) given by the Client to NEXEA. They apply in addition to the special conditions that, if applicable, were agreed with the Client. In the event of a conflict between the general terms and conditions and the special terms and conditions, the special terms and conditions shall prevail, provided that they have been agreed in writing. The application of the Client’s general terms and conditions is expressly excluded, regardless of the denomination of such general terms and conditions and the time at which they have been communicated to NEXEA.

**2. Services.** The Services includes any legal advice assistance, litigation or any other legal service under Belgian law, for and on behalf of the Client. The Services are provided solely by NEXEA regardless of which lawyer within NEXEA (“Lawyer”) performs the Services. The Client acknowledges and accepts that NEXEA is entitled to assign the Assignment in whole or in part to another lawyer. The Client acknowledges and accepts that, in the context of an Assignment, NEXEA can or must also rely on the Services or intervention of third parties, lawyers or not-lawyers such as bailiffs, notaries, accountants, technical advisors, translators, court administrations, etc. The Client accepts that all costs, remunerations, compensations or fees of third parties that occur in the context of an Assignment are to be borne by the Client and authorizes NEXEA to accept contractual conditions, including limitations of liability with those third parties, for and on behalf of the Client.

**3. Deontology.** NEXEA and its Lawyers provide the Services exclusively for the benefit of the Client in accordance with the deontological rules of the bar association where the acting Lawyer is registered

([www.barreaubruelles.be](http://www.barreaubruelles.be), [www.baliebrussel.be](http://www.baliebrussel.be)), the rules of the art and to the best of its ability. NEXEA’s commitments in this regard are best efforts obligations. NEXEA never guarantees any result or fitness for a particular use in connection with the Services.

**4. Compliance with anti-money laundering legislation.** NEXEA and its Lawyers provide the Services in accordance with the *Law of 18 September 2017 on the prevention of money laundering and the financing of terrorism and on the restriction of the use of cash*. In this context, NEXEA is obliged to identify its Clients and keep supporting documents. NEXEA reserves the right to suspend its Services in the context of an Assignment if the requested information is not provided by the Client or if the Client provides incomplete or incorrect information.

**5. Provision of information.** The Client undertakes to provide all data and information, supported by documents, if necessary, for the correct assessment and handling of an Assignment. The Client guarantees the accuracy, completeness and reliability of the information provided to NEXEA by or on behalf of him. The Client will also promptly inform NEXEA of any new facts and circumstances, of whatever nature, related to any Assignment and the execution of the Services. If such information is not provided in a timely and/or complete manner, NEXEA is entitled to charge additional costs and/or to suspend the Services.

**6. Fees.** Unless otherwise agreed, Services are remunerated on the basis of an hourly rate, with a minimum of 15 minutes per commenced task, or a daily rate (“Fees”), agreed with the Client at the start of each Assignment. NEXEA is also entitled to request down-payments in the form of provisions. The agreed Fees can be increased by 50% in the event of urgency, requested Services outside usual working hours (e.g.

more than 8 hours per day in case of a daily rate, work during weekend or public holidays). The Fees are subject to annual indexation, at the beginning of each calendar year (year N), based on the consumer price index, according to the following formula:

$NT = OT * 0.2 + (OT * 0.8 * NI / OI)$  where:

- NT = new (daily or hourly) rate
- OT = the (daily or hourly) rate agreed at the start of the Assignment
- NI = the consumption index of December of the previous calendar year (year N-1)
- OI = the consumption index of the month the Assignment started.

In addition to indexation, NEXEA reserves the right to adjust its Fees, subject to prior notice and approval of the Client. In the absence of a contestation of the new Fee rate within 14 days of the written notification, the Client is deemed to have accepted the new Fee rate. Such adjustment of Fees is limited to once per calendar year.

**7. Costs incurred by NEXEA.** Regular office costs, such as photocopies, telephone, prints, etc., are included in the Fees. Special or extraordinary costs and expenses that occur in the context of an Assignment, such as travel costs, necessary accommodation, etc. will be charged separately.

**8. Costs & expenses incurred by third parties.** The Client will bear all costs and expenses owed to third parties and arising in the context of an Assignment, either upon direct payment to the concerned third party, or to NEXEA, if NEXEA has advanced these costs and expenses for or on behalf of the Client.

**9. Invoices & payment.** NEXEA's Fees and costs are subject to VAT. All invoices are payable within 15 days of receipt by the Client. This also applies if a third-party payer has been appointed, for example an insurer.

In the event of full or partial non-payment of an invoice on the due date, late-payment interest and damages will be charged in accordance with the *Law of 2 August 2002 on combating late payment in commercial*

*transactions*. Any invoice that is not disputed in writing and by substantiating the reasons within 15 days of receipt is considered as accepted and due by the Client.

**10. Third party funds.** NEXEA transfers all amounts it receives for his Client to his Client within the shortest possible time. If NEXEA cannot immediately transfer an amount, it will notify the Client of receipt of the amount and inform him of the reason for not transferring it. NEXEA immediately transfers all amounts it receives from the Client on behalf of third parties to these third parties.

NEXEA may withhold sums from the amounts it receives on behalf of the Client to cover outstanding costs and Fees. NEXEA will inform the Client of this in writing. This clause does not affect the Client's right to dispute NEXEA's Fee statements and to claim payment of the amounts withheld by NEXEA.

**11. Confidentiality.** NEXEA and its Lawyers will treat all information and documents received by the Client confidentially and will not share them with third parties, unless such communication is necessary or useful for the interests of the Client in the context of the Assignment (e.g. for legal memo's, contracts, written arguments, exhibits, etc.). At the end of the Assignment, the documents are returned to the Client on first request; a copy maybe kept and archived for the legal period.

**12. Personal data.** NEXEA processes the personal data of its Clients in accordance with its legal obligations and its privacy policy, which can be consulted at [www.nexea.be](http://www.nexea.be).

**13. Intellectual property rights.** All intellectual property rights relating to documents, exhibits, tools, memo's, written arguments, diagrams, presentations, etc. made or created by NEXEA in the context of an Assignment or otherwise and communicated to the Client, be it in tangible or intangible form ("Works"), are the exclusive property of NEXEA. The Works are reserved for the exclusive use of the Client and can only be used as part

of the Assignment that he/she has entrusted to NEXEA. Unless permitted in writing by NEXEA, the Client acknowledges that the Works cannot be used by third parties, including family members and affiliated companies. Third parties will not be able to rely on it and NEXEA nor its Lawyers are in any way liable to third parties.

**14. Liability - insurance - limitation of liability.** NEXEA or its Lawyers are not liable for (i) damage caused by unauthorized use of the Services and works, for example by third parties, (ii) for the defective functioning of communication systems, electronic or other (e.g. mail - or other delivery Services), (iii) information provided on its website, (iv) services and performances of third parties (e.g. third-party lawyers, notaries, bailiffs, translators, etc.) or (v) for legal consequences or obligations to foreign legal systems (other than Belgian law), especially the law of the United States of America and Canada.

NEXEA and its Lawyers are insured for their professional liability by an insurance policy taken out by the bar where they are registered (collective policy taken out by the French-speaking and Dutch-speaking bar associations of Brussels).

Unless otherwise agreed in writing, the liability of NEXEA and its Lawyers is always limited to the amount covered by one of the professional liability insurance policies referred to in the previous paragraph. If - and to the extent - no compensation can be paid under the above-mentioned insurances, the liability of NEXEA and its Lawyers is limited in principal, interest and costs, to the amount of the Fee paid by the Client for the Services provided by NEXEA in the context of the Assignment that gave rise to liability, with a maximum of 25.000 euros. In any case, any right to compensation shall lapse if the claim is not submitted to the competent authority within one year after the moment at which the Client knew or reasonably should have known of the facts on which the liability claim is based.

**15. Termination.** NEXEA or the Client may terminate an Assignment or collaboration at any time and without

compensation, without prejudice to the Client's obligation to pay the Fee for Services provided and costs incurred. Termination by NEXEA may not occur untimely and may not jeopardize the interests of the Client, provided that the Client has paid all due invoices. NEXEA will return the documents in the file to the Client upon first request.

**16. Legal expenses insurance.** In the event that the Client benefits from legal expenses insurance, the Client will immediately report this to NEXEA. The Client accepts that Fees that exceed the maximum amount of coverage or that legal expenses insurance or that are rejected by the insurer will be charged directly to him/her.

**17. Salvatory clause:** The nullity, invalidity or unenforceability of one or more provisions of these general terms and conditions does not affect the validity and enforceability of the other provisions and does not lead to the nullity of any other agreement concluded with the Client. If necessary, NEXEA will ensure that the void, invalid or unenforceable provision is replaced by a valid provision that reflects as closely as possible the intent of the invalid provision.

**18. Applicable law - dispute resolution:** The Services are subject to Belgian law, including the applicable deontological rules of the local Bar Association. In the event of disagreement, the parties will always endeavor to reach an amicable solution, if necessary, by invoking the special dispute settlement procedure as determined by the local Bar Association. Disputes that cannot be settled amicably or through the dispute settlement procedure of the local Bar Association will be brought exclusively before the courts of the judicial district of Brussels.