

## 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”). 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 attorney at law within NEXEA or their management company (“Attorney”) performs the Services. The Client acknowledges and accepts that NEXEA is entitled to assign the Services in whole or in part to another Attorney. The Client acknowledges and accepts that, in the context of the execution of the Services, NEXEA can or must also rely on the Services or intervention of third parties, attorneys or not-attorneys 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 the execution of the Services 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 Attorneys provide the Services exclusively for the benefit of the Client in accordance with the deontological rules of the bar

association where the acting Attorney is registered, 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 Attorneys 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 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 execution of the Services. 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 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, agreed beforehand with the Client. 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 Services
- NI = the consumption index of December of the previous calendar year (year N-1)
- OI = the consumption index of the month the Services 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 the Services, 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 the Services, 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 Attorneys 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 Services (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 the Services 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 Attorneys are in any way liable to third parties.

**14. Professional liability insurance.** NEXEA and its Attorneys are insured for their professional liability in the exercise of their duties by an insurance contract taken out with the bar association where they are registered (collective contract taken out by the French Order of Attorneys of the Brussels Bar or collective contract taken out by the Dutch Order of Attorneys of the Brussels Bar) up to 2,500,000 euros per claim (amount as of January 1, 2025), all damages combined.

The Client acknowledges that this insurance cover is sufficient. Upon written request of the Client, NEXEA may take out additional insurance for one or more specific cases. The resulting cost will be charged to the Client.

**15. Limitation of liability.** Within the limits provided by law and the applicable deontology, the provisions of Book 6 of the Civil Code regarding non-contractual liability do not apply between NEXEA and the Client, nor between the Attorneys or other auxiliaries of NEXEA on the one hand and the Client on the other hand, even if the event causing the damage also constitutes a wrongful act.

Within the limits provided by law and the applicable deontology, NEXEA, as well as its Attorneys, cannot be held responsible (i) for damage caused by any unauthorized use of the Services and Productions, in particular by third parties, (ii) for the malfunctioning of any computer or communication system, (iii) for the information provided on its website, (iv) for the services and performances of third parties (for example, third-party attorneys, notaries, bailiffs, translators, etc.), and (v) the consequences that the Services provided may have with regard to any foreign law (other than Belgian law), in particular the law of the United States of America and Canada.

Within the limits provided by law and the applicable deontology, the liability of NEXEA and its Attorneys is always limited to the amount effectively paid out by the insurers pursuant to the applicable professional liability insurance policies (see article 14). If – and to the extent that – no compensation can be paid under the aforementioned insurance policies, the liability of NEXEA and its Attorneys is limited in principal, interest and costs, to the amount of the fees paid by the Client for the Services that caused the damage, with a maximum of 50,000 euros.

Any joint and several liability of NEXEA and its Attorneys with third parties who may also have contributed to the damage is expressly excluded.

**16. Legal action of the Client.** Within the limits provided by law and the applicable deontology, in the event of a dispute relating to the Services, the Client agrees to proceed only against NEXEA, at the exclusion of any proceedings against one or more of its Attorneys personally.

Within the limits provided by law and the applicable deontology, the Client renounces his right to compensation if he has not notified NEXEA in writing within one year from the time he became aware or reasonably should have become aware of the facts at the source of the damage.

**17. Termination.** NEXEA or the Client may terminate the execution of the Services at any time and without compensation, without prejudice to the Client's obligation to pay the fees 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.

**18. 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.

**19. 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.

**20. 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.