

GENERAL TERMS AND CONDITIONS

Preamble

DEWISPELAERE ADVOCATEN makes all possible efforts to render optimal services to its clients. A smooth interaction and cooperation between the lawyer and the client therefore is essential. The services performed by the lawyer indeed are highly customized, based on actual facts.

Clause 1. In General

DEWISPELAERE ADVOCATEN is the commercial name of the BVBA DEWISPELAERE having its registered office at 1853 Strombeek-Bever, Oude Mechelsestraat, and is registered in the Crossroad Bank for Enterprises under number 0535.707.739.

All the lawyers of the DEWISPELAERE ADVOCATEN law firm are lawyers in Belgium and are registered with the *Orde van Advocaten* [the Bar Association] at Brussels.

Clause 2. Scope of the General Terms and Conditions

The present General Terms and Conditions apply to all services rendered to the Clients by the lawyers working with DEWISPELAERE ADVOCATEN. The contractual relation exists between the Client and DEWISPELAERE ADVOCATEN, even if the Client only has contact with one or more specific lawyers working with DEWISPELAERE ADVOCATEN.

In the event of contradiction, the present General Terms and Conditions will prevail on any other General Terms and Conditions of the Client, unless explicitly agreed upon in writing by one of the business managers of DEWISPELAERE ADVOCATEN. Arrangements that would deviate from one or more clauses of the present General Terms and Conditions will only replace the clause of which they deviate. The other clauses remain in full force.

Clause 3. Agreement

The lawyers of DEWISPELAERE ADVOCATEN perform their services in the name of and for account of DEWISPELAERE ADVOCATEN, except when they have explicitly indicated for a specific file that they independently deal with it.

DEWISPELAERE ADVOCATEN is the only contractual party of the Client for all services performed by its lawyers-partners, independent lawyers, trainee lawyers and appointed staff or third parties. When a lawyer of DEWISPELAERE ADVOCATEN independently deals with a file, only the lawyer in question is the contractual party of its Client.

The agreement between DEWISPELAERE ADVOCATEN and the Client is realized at the moment that DEWISPELAERE ADVOCATEN starts rendering its services.

Clause 4. Object of the Services

The services of DEWISPELAERE ADVOCATEN can, amongst others, relate to advice, assistance in case of mediation, assistance in case of negotiations, assistance in lawsuits, assistance in case of

expert appraisal examinations, and the mandate of mandatory. Parties will agree upon the precise object of the services of DEWISPELAERE ADVOCATEN at the start of the activities and, if necessary, adjust and/or extend it in the course of the further execution thereof.

DEWISPELAERE ADVOCATEN does not undertake an obligation to achieve a result, but a best efforts obligation.

Clause 5. Internal Distribution of Tasks

Barring explicit opposition on behalf of the Client, DEWISPELAERE ADVOCATEN is free to internally distribute files or certain aspects thereof amongst its staff members-lawyers. The internal distribution will be based as much as possible on the preferential subjects of the lawyers and/or the wishes of the Client. If necessary, lawyers work in a team. The dominus litis always keeps the supervision over the file.

Clause 6. Information

The Client gives to DEWISPELAERE ADVOCATEN, both at the start of the agreement and during the execution thereof, if the occasion arises at the request of DEWISPELAERE ADVOCATEN, accurately all the information that is required for the optimal performance of its services. DEWISPELAERE ADVOCATEN is not responsible for the damage that might result from incorrect or incomplete information given by the Client.

DEWISPELAERE ADVOCATEN informs the Client of the progress of its assignment and the course of the file.

Clause 7. Appeal to Third Parties

If the performance of the services requires that an appeal is made to a process server or a translator, the Client leaves the choice thereof to DEWISPELAERE ADVOCATEN. This also applies to the execution of simple tasks (deposit of a procedural document, appear before the court on an (introductory) audience, ...) by a local lawyer.

If the performance of the services requires the intervention of another third party, such as foreign lawyers, notaries public, accountants, revisers or experts, the latter will be chosen in consultation with the Client.

Without prejudice to the required consultation, if any, DEWISPELAERE ADVOCATEN is, in the exercise of its assignment, always authorized by the client as a mandatory to instruct the aforementioned service providers in the name of and on behalf of the client, in which case the invoice of the service provider will be issued directly in the name of the client who will pay it directly to the service provider concerned.

Clause 8. Provision and payment terms

§1. DEWISPELAERE ADVOCATEN has the right to ask the Client before the start of the activities and in the course of the activities for a provision by means of a state of provision and to only start respectively continue its activities or to advance costs upon payment of the provision. In the present Terms and Conditions, a statement of costs and fees also includes the notion of statement of provision.

A provision is a fixed sum that the Client pays to DEWISPELAERE ADVOCATEN prior to an intermediate statement or final statement. That provision can relate to the services rendered or the costs advanced, or can be an advance payment for services to render or costs to make, or a combination of both. In the intermediate statement or final statement, the provisions are deduced from the overall sum.

§2. The registration of a statement of fees and costs in the books of DEWISPELAERE ADVOCATEN will serve as proof of dispatch of it and of receipt by the addressee.

§3. If the Client does not agree with a statement of fees and costs, he shall protest it in writing and by means of a motivated letter within fourteen days upon date of the statement on penalty of forfeiture of the right.

§4. Unless agreed upon otherwise, all statements of fees are payable in cash at the registered office of DEWISPELAERE ADVOCATEN, without any discount.

In case the statement of fees and costs is not paid on the due date of the statement, DEWISPELAERE ADVOCATEN, without having to give written notice to the Client in advance, has the right (a) to charge delay interests at an interest rate of 10% from the date of the statement until the date of payment in full and (b) to charge fixed damages of 10% of the sum that has remained unpaid, without prejudice to its right to the judicial costs (inclusive of the applicable indemnity of procedure), in case a judicial collection should follow.

In addition, if the occasion arises, DEWISPELAERE ADVOCATEN has the right to suspend the execution of its activities in all the files of the Client concerned until the moment that all statements are paid in full, or to immediately end the overall cooperation with the Client.

DEWISPELAERE ADVOCATEN is not liable for damage that might result from the suspension of its activities or the termination of its agreement with the Client.

§5. In case DEWISPELAERE ADVOCATEN defends the interests of several Clients, all these Clients are jointly and severally liable for payment of the statements of fees and costs that relate to that case (if the occasion arises, increased by the accessories mentioned in §5 and all the costs of collection), and this regardless of the fact to which of the Clients DEWISPELAERE ADVOCATEN has addressed its statements of fees and costs.

Clause 9. Liability

§1. All lawyers of DEWISPELAERE ADVOCATEN and DEWISPELAERE ADVOCATEN itself have, through the *Orde van Advocaten* at the Brussels Bar, a professional liability insurance with nv Amlin Europe. The professional liability of DEWISPELAERE ADVOCATEN and the lawyers working with DEWISPELAERE ADVOCATEN as independent lawyers is limited to the insured amount of € 1,250,000.00 per claim.

§2. The Client accepts the ordinary insurance of DEWISPELAERE ADVOCATEN and its lawyers as sufficient and accepts that the compensation of the damage he suffers as a consequence of a professional error (even grave) of DEWISPELAERE ADVOCATEN and/or its lawyers and/or appointees is limited to the amount for which DEWISPELAERE ADVOCATEN is insured. This limitation is not applicable in case of intention on behalf of DEWISPELAERE ADVOCATEN and/or its lawyers and/or appointees.

§3. In case the professional liability insurer would not cover the damage, without DEWISPELAERE ADVOCATEN or its lawyers or appointees being at fault, the liability of DEWISPELAERE ADVOCATEN, its lawyers and appointees will, both contractually and extracontractually, be limited in principal, costs and interests to the amount excl. of VAT that was charged in the file in which the liability is maintained, and in the absence of such a file to maximally € 7,500.00 per claim.

§4. DEWISPELAERE ADVOCATEN and its lawyers can in no event be held liable for indirect damage, consequential damage, loss of use or loss of profits suffered by the Clients or by third parties.

§5. Without prejudice to the foregoing, DEWISPELAERE ADVOCATEN and its lawyers are not liable for shortcomings, if any, of third parties that are implicated in the execution of their services, indien hen opdracht werd verleend namens en voor rekening van de cliënt. In zodanig geval kan DEWISPELAERE ADVOCATEN derhalve ook niet hoofdelijk of ondeelbaar gehouden zijn met dergelijke derde tot betaling van welkdanige vergoeding aan de cliënt.

§6. Notwithstanding the fact that DEWISPELAERE ADVOCATEN makes reasonable efforts to protect its emails and attachments against viruses and other defects that can affect computers and IT-systems, it remains the responsibility of the Client to take the necessary measures in order to protect the computers and the IT-system of the Client against such viruses or defects. DEWISPELAERE ADVOCATEN does not accept any liability for any loss or damage whatsoever that is the consequence of the reception or the use of electronic communication coming from DEWISPELAERE ADVOCATEN.

Clause 10. Intellectual Property Rights

The Client cannot reproduce, divulge or in any way whatsoever use the advices, notes, contracts, procedural documents, documents and all other intellectual activities made by DEWISPELAERE ADVOCATEN regardless of their form, without the prior written approval, neither by itself or with the help of others, other than in the scope of the assignment attributed to DEWISPELAERE ADVOCATEN.

Clause 11. Termination of the Contract

§1. Both the Client and DEWISPELAERE ADVOCATEN at all times have the right to terminate the contract with immediate effect and without motivation.

If the occasion arises, the Client is obliged to pay all services and costs until the date of termination of the contract. DEWISPELAERE ADVOCATEN draws up a final statement of fees and costs and transmits it to the Client.

In as far as authorized by law and by the deontological code, DEWISPELAERE ADVOCATEN can appeal to its retention right before handing over its file to the Client.

§2. DEWISPELAERE ADVOCATEN is not liable for damage that might result from the termination of its contract with the Client.

Clause 12. Archiving

Upon closure of all files, DEWISPELAERE ADVOCATEN archives the file and keeps it for a period of five years. Original documents can be returned (upon demand of the client) to the Client and shall, if the occasion arises, be archived by the latter. After the aforementioned period of five years, the file will be definitely destroyed.

Clause 13. Modifications

DEWISPELAERE ADVOCATEN reserves the right to modify the present Terms and Conditions at all times.

Clause 14. Applicable Law and Competent Judge

§1. All contracts between DEWISPELAERE ADVOCATEN and the Client are governed by Belgian law only.

§2. The courts of Brussels have sole competence to take cognizance of any dispute arising between DEWISPELAERE ADVOCATEN and its Client.