

GENERAL CONDITIONS OF THE BELGIAN LAWYERS OF AKD BV

1. AKD BV is an association of lawyers incorporated in the form of a private limited liability company under the laws of Belgium, with registered office at 1000 Brussels, Belgium, Rue des Colonies 56 (Box 3), RPR 0463.349.796. AKD BV hereafter "AKD", is a subsidiary of AKD NV, which has its registered office in Rotterdam, the Netherlands. A list of the persons holding shares in AKD NV through their holding companies (also called "Partners") will be provided on request. These general conditions apply to the services provided by the lawyers of AKD listed with the Tableau or the List of trainee-lawyers of the Brussels Bars, hereafter the "Belgian lawyers", excluding all other general conditions. The Belgian lawyers act in compliance with the rules applicable to the profession of lawyer ("advocaat"/"avocat") in Belgium. The clauses in these general conditions have been included not only for the benefit of AKD and the Belgian lawyers, but also for the benefit of (i) AKD NV and its other subsidiaries, (ii) all the Partners and (iii) all other persons working for AKD (including the lawyers, staff and professionals acting under the supervision of the Belgian lawyers in a given matter) and all persons engaged by AKD in the performance of any instructions and all persons for whose acts or omissions AKD and/or AKD NV could be liable. The persons referred to above under (i), (ii) and (iii) are hereafter collectively named the "AKD related parties".

2.1. The fees billed by AKD compensate for the services of the lawyers and cover general overhead costs (opening of the file, typing, ordinary correspondence, telefax, electronic courier, telephone, usual photocopies and stationary, etc.) unless agreed otherwise. The following are always billed separately, at cost price:

- special costs (travel, accommodation, registered mail, couriers, photocopies of large files, official extracts, data bases etc.);
- procedural costs (bailiff's costs or clerk of the court's costs), translators' fees, experts' fees, notary fees, etc.

2.2. Unless otherwise agreed, the fees are calculated according to the hourly rate method. The hourly rate of each lawyer is notified before the beginning of the first assignment and is updated on 1st January of each year. Legal fees and costs are subject to VAT.

3.1. Unless otherwise agreed, a statement of fees and costs accompanied with a summary of services rendered is addressed to the client on a monthly basis. This statement of fees and costs is payable to AKD in Brussels upon receipt by the client. Banking charges and tax withholdings (if any) on AKD's fees are borne by the client and come in addition to the fees and costs charged.

3.2. In case of failure to pay a statement after a reminder, AKD is entitled to suspend its services and late payment interests are due.

4. AKD operates an internal procedure in accordance with applicable law on anti-money laundering aimed at identifying its clients and, where applicable, its clients' representatives and ultimate beneficiaries. In order to comply with regulatory obligations, AKD needs to receive from its client *inter alia* a copy of the bylaws and of the publication relating to the registered office and the appointment of the persons capable to represent the client, as well as a copy of the identity card or passport and proof of the address of the domicile (print-out of data on chip of ID card or copy of recent invoice of utility service at domicile address) of the person instructing AKD.

Where AKD's client is a private individual, AKD needs a copy of his/her ID card or if not applicable, a copy of his/her international passport and proof of the address of his/her domicile (print-out of data on chip of ID card or copy of recent invoice of utility service at domicile address). Failure to obtain the required information prevents AKD from engaging in a client-lawyer relationship, or in case such relationship did provisionally start, it will have to be ended. The client is required to inform AKD spontaneously in case the information or documents so provided would no longer be up to date.

5. In certain cases, the party winning a lawsuit may be awarded a limited lump sum amount, covering at least partially its lawyer's costs. This award is appreciated by the judge. The party losing a lawsuit may be required to pay such liquidated amount, in addition to its own lawyer's costs. The amount recovered from an opposing party, if any, usually does not cover all the fees and costs of AKD, and the client remains liable for these fees and costs.

6.1. If the carrying out of instructions by AKD leads to liability of AKD, the Belgian lawyers and/or the AKD related parties, this liability shall in each case be limited to the amount paid out in the case concerned under the relevant liability insurance of AKD, plus the deductible that is for AKD's account under the relevant insurance agreement in the case concerned. AKD carries a professional liability cover in addition to the professional liability cover made available through the respective Brussels Bars. A certificate of AKD's current professional liability policy will be sent at the client's written request.

6.2. If for any reason, no payment would take place under the insurances referred to in clause 6.1., any liability of AKD, the Belgian lawyers and/or the AKD related parties is limited to an amount of € 230,000 or, if the total fees charged by AKD in the case concerned are higher, to that amount charged with a maximum of € 460,000.

6.3. The instructions that have been given shall be carried out exclusively for the client. Third parties cannot derive any rights from the content of the work carried out.

7. Client information and documents are stored centrally by AKD and by its parent company AKD NV in the Netherlands. Subject to mandatory provisions on anti-money laundering, documents relating to a file will be destroyed seven years after the closure of such file unless the client requests AKD prior thereto in writing to deliver them to the client or to keep these documents for an extended period (subject to AKD's acceptance).

8. AKD processes personal data according to its Privacy Statement that is accessible under the link <https://www.akd.nl/en/privacy-statement>.

9. AKD, the Belgian lawyers and the AKD related parties are not liable for the services rendered by third parties intervening in a file, such as bailiffs, technical experts, notaries, translators etc.

10. Any dispute relating to services rendered by AKD, the Belgian lawyers, as well as the AKD related parties, including the collection of their fees and costs, shall be subject to the exclusive jurisdiction of the courts of the judicial district of Brussels. Belgian law applies to the relationship between AKD, as well as its Belgian lawyers and the AKD related parties on the one hand, and its clients on the other hand.