

1. SUBJECT MATTER

These general terms and conditions govern the relationship between the lawyers and the clients of Faber Inter Legal, a civil partnership, for the files that the client has entrusted to them. Lawyers practising at Faber Inter Legal are registered with either the Ordre Français des avocats du barreau de Bruxelles, the Nederlandse Orde van advocaten van de balie van Brussel, the Balie van Antwerpen or the balie van Kortrijk. These general terms and conditions apply to all services provided or to be provided by or on behalf of a Faber Inter Legal lawyer (partner, associate or trainee) and third parties in this context. The fact of entrusting a file to a Faber Inter Legal lawyer implies acceptance of the present general terms conditions for this file and subsequent files. Adherence to the present conditions is deemed to result from the absence of withdrawal of the file after their communication. By entrusting the defence of his interests to the lawyer, the client concludes with him a contract under which the lawyer undertakes to do everything, directly or with the intervention of his associates, to obtain the best possible result. Conversely, the client undertakes to provide the lawyer with all necessary information, to make known in good time his wishes regarding the progress of the case or cases, and to pay the costs, disbursements and fees.

2. CLIENT IDENTIFICATION - FIGHT AGAINST MONEY-LAUNDERING

The Law and the regulations of the Bar require lawyers to identify and verify the identity of their clients and of the beneficial owners (e.g. natural persons who, directly or indirectly, hold more than 25% of the client or otherwise control the client, or on whose behalf the proposed transaction must take place), to exercise permanent vigilance with regard to elements indicative of money laundering or terrorism financing and in the event of suspicion of money laundering or terrorism financing, to report this to the President of the Bar, who may then communicate the facts to the Belgian Financial Information Processing Unit (Cellule de Traitement des Informations Financières – Cel voor Financiële Informatieverwerking). In order to enable the lawyer to fulfil his identification and verification obligations, the following documents must be communicated and/or presented: the identity documents and the domicile of the client who is a natural person, the articles of association and composition of the management body of the client who is a legal person, the identity documents and the domicile of the client's agents, the identity and domicile data of the beneficial owners and, where applicable, their identity documents, as well as any subsequent changes to these data. Additional information and documents must be provided in respect of clients and beneficial owners who perform certain public functions outside Belgium (politically exposed persons) or who have

certain family or economic ties with such persons. For this purpose, the collaboration of the customer is necessary. The law also requires undertakings to communicate to their lawyers the information, and updates of this information, concerning the beneficial owners. The lawyer is also entitled to request and receive information regarding the proposed transactions and their context, in order to meet his due diligence obligations. If the lawyer is not in possession of these data and documents within 15 days of his request, the lawyer is obliged to refuse the assignment or terminate it without the client being able to claim any compensation.

3. RESTRICTIONS ON THE POWER TO DETERMINE FEES

The law (judicial code, art. 446ter replacing the former art. 459) and ethical rules prohibit lawyers to enter into any agreement on fees linked exclusively to the outcome of the dispute; fees cannot therefore be linked solely to the outcome of the action, and must be determined taking into account the importance of the matter, the nature of the work and the notoriety of the lawyer. The client is always entitled to ask for clarification and justification, directly from the lawyer.

4. CALCULATION OF FEES

Fees are established as follows, in strict compliance with legal and ethical standards, it being understood that the basic criteria may be adapted according to the result obtained and that, as a rule, the calculation combines the time spent on the case (minimum) and the result obtained (possible increase). The amounts are exclusive of VAT; a 21% VAT is due in addition, in accordance with legal provisions in force since 1 January 2014; when our services are, by virtue of the applicable legal provisions, deemed to be located in Belgium, the fees and expenses are increased by VAT at the rate in force, with the exception of disbursements that we have advanced, the reimbursement of which is requested on the basis of supporting documents. When our services are not deemed to be located in Belgium, no Belgian VAT is applied but our services could be subject to VAT in the customer's country of residence.

4.1. Base

- basic hourly rate for a client consumer 150 EUR
- basic hourly rate for a client company EUR 250

The application of the hourly rate does not oblige the lawyer to produce an exhaustive and timed statement of each of his services, if the statement of the services performed makes it possible to justify the estimated time globally. The hourly rate may also be determined by agreement, depending in particular on the complexity of the case or its stakes.

4.2. Consideration for the value of the case

Base rates may be increased, within the following limits, depending on the value of the case (principal and interest):

- from 0 to 7,500 EUR 15%.
- from 7,500 to 50,000 EUR 10%.
- from 50,000 to 100,000 EUR 8%.
- from 100,000 to 250,000 EUR 6%.
- above 250,000 EUR 4%.

Where the dispute concerns the recovery of an unchallenged claim, the percentage shall be reduced by half if the claim:

- is irrecoverable;
- is recovered before the action is started.

The percentage is increased by half in the event of an appeal.

4.3. Exceptional Circumstances - Performance Fee

In exceptional circumstances, the fees may be increased or reduced by mutual agreement; thus, the fees may be increased by mutual agreement depending on the result achieved or the achievement of the objectives.

4.4. Flat rate

A flat rate may be agreed for the fees and/or for the fees and expenses. The flat fee determines the amount that will be due in respect of well defined services; we reserve the right to review the flat fee if other services are requested and in case of unforeseen development. The flat fee may be global or may be based on an agreement on the hourly rate and the evaluation of the number of hours required to carry out the assignment, and where appropriate an increase may be scheduled depending on the outcome. The flat rate for costs means a fixed contribution to the firm's expenses equal to a fixed percentage (15% of the amount of the fees in the absence of any other agreement); this percentage does not cover mileage or accommodation expenses outside Brussels, legal and procedural costs, specific costs (translation, expertise, consultation of outside professionals, creation of date-room, tax stamps, etc.), nor disbursements (court fees or other costs advanced in the name and on behalf of the client).

5. CALCULATION OF COSTS

The costs are the expenses incurred on behalf of the client; the latter must reimburse them, unless otherwise agreed, according to the following tariff (these amounts must be increased by VAT): Miscellaneous expenses are recorded at a flat rate of 10% of the preceding expenses.

- file (and archive): 35 EUR
- court file: 20 EUR
- typing, e-mail (per page): 8 EUR
- e-mails received: 1 EUR (1 per document + 1 per printed page)
- e-mails sent: 8 EUR (8 per document + 1 per printed page)
- registered/express (supplement): 16 EUR
- photocopies (per page): 0,50 EUR
- telephone Belgium (flat rate): 8 EUR
- foreign telephone Europe: 15 EUR
U.S.A.EUR 60 Others: EUR 75
- fax Belgium (per page): EUR 1.25
- fax foreign Europe: EUR 2 - U.S.A. EUR 4 - Others: EUR 7
- travel expenses (mileage): EUR 0.50

Miscellaneous costs are charged at a flat rate equal to 10% of the costs listed above. This evaluation makes it possible to include in the statement of expenses, without recording them, the costs relating to the bookkeeping and all the other administrative expenses including in particular the keeping of the archives for 5 years. The costs of the court office,

notary or process-server, as well as the costs of translation, the costs related to the intervention of foreign correspondents and costs of the same nature are in principle claimed directly from the client who commits to pay them without delay.

6. ADVANCE PAYMENTS – FEE AGREEMENTS

Advance payments may be claimed, taking into account the minimum amount of the fees, increased where appropriate by an advance on costs. Additional advance payments may be requested depending on the services performed and the costs incurred. When circumstances warrant, fee agreements may be concluded. These agreements may provide for total or partial packages, or retainers, depending on the nature of the business; they are subject to the principle of performance in good faith.

7. CONFIDENTIALITY – RETENTION OF DOCUMENTS

Correspondence and notices are in principle covered by professional secrecy and are reserved for the exclusive use of their recipient(s). The result of the services, in any form or by any means whatsoever, is provided for the exclusive benefit and information of the client. These documents may not therefore be copied, quoted or made public in whole or in part (subject to communications for the client's internal use) without the prior consent of the lawyer, unless disclosure is required by law or by a competent authority (in such cases, the client is required to inform the lawyer in advance, unless prohibited by law). Under article 2276bis of the Civil Code, lawyers are relieved of the duty of keeping documents five years after the completion of their assignment. As a general rule, the client is requested not to submit any original documents, unless expressly requested by the lawyer; as far as possible, the client shall ensure that he provides the lawyer with copies of all relevant documents, classified in chronological order.

8. THIRD-PARTY FUNDING OF COSTS AND FEES

The client possibly may benefit from the partial or total intervention of a third party payer (for example, an insurance company – legal expenses insurance, or legal aid). If this is the case, the client must ensure that this third party is notified as soon as possible of the dispute and of the lawyer's intervention, and inform us. The lawyer is in principle foreign to the intervention of a third party payer and cannot be held responsible for a failure of the latter to intervene. In contentious matters, the courts may order the losing party to pay the other party or parties a generally lump sum, determined according to a scale established by law or regulation, as a contribution to the winning party's legal costs. This fixed amount, called «procedural compensation» does not correspond to the fees and expenses actually charged to the client but is deducted from them where applicable.

9. PRIVACY

When engaging with Faber Inter Legal, the client receives the consent form and all the necessary information attached to these general terms conditions to enable him to complete and sign this form knowingly. By signing this form the customer gives his consent to five purposes namely:

- I. Collection and use of his personal data to perform the tasks necessary to handle his file /dispute/ issue.
- II. Exchange of personal data with other lawyers and judicial actors in Belgium and, where appropriate, in other countries within the European Union.
- III. Collection and use of personal data for promotional communications.
- IV. Proper risk management and quality control of our services.
- V. Compliance with the legal and regulatory obligations incumbent upon lawyers (including those relating to preventing and combating money laundering).

Within the framework of the missions entrusted to him by the client, the lawyer takes care to protect his clients' or third parties' privacy and to ensure the confidentiality of the data which are communicated to him or to which he has access. Any processing of personal data is carried out in accordance with the standards relating to the protection of privacy. Faber Inter Legal is the data controller. The data will not be passed on to third parties, except in order to carry out the assignment entrusted to the lawyer or to comply with a legal or

regulatory obligation. By providing the data, the client authorizes the lawyer to proceed with the above-mentioned processing. The lawyer shall take appropriate technical and organisational measures to protect personal data against any unauthorised or unlawful processing and against the loss, destruction or accidental deterioration of such data. When personal data are communicated by or at the request of the client, the client guarantees the lawyer that this communication takes place with the agreement of the persons concerned and in accordance with the applicable legislation, and shall hold the lawyer harmless against any claim by these persons. Data subjects have the right to access and rectify data concerning them at any time. They also have the right to oppose any processing of such data for the purpose of promoting the services of the lawyer. To exercise these rights, it is sufficient for the data subject to transmit his request in writing, signed and dated, to the controller by e-mail to m.forges@faberinter.be, attaching a copy of his identity card.

10. ETHICAL RULES

The ethical rules of the profession of lawyers are laid down by regulation taken by the authorities of the Bar to which the lawyer handling the case belongs pursuant to article 496 of the Judicial Code. These regulations are available on the Internet (for example: https://www.barreaudebruxelles-intranet.be/images/extra_documents/recueil_codeon_rdb.pdf /)

11. LEGAL INFORMATION SHEET

Pursuant to Article III-74 of the Code of Economic Law (formerly Article 18 of the Act of 26 March 2010 on services), the following legal information concerning the lawyer handling the case is communicated to clients:

1. Name :
2. Address of the law firm:
3. E-mail address :
4. Business Number :
5. Professional organisation: Ordre Français des avocats du barreau de Bruxelles / Nederlandse Orde van advocaten van de balie van Brussel / Balie van Antwerpen / balie van Kortrijk
6. Professional Title: Avocat / Advocaat
7. Countries having granted this professional title: Belgium
8. General conditions applicable : above - website www.faberinter.be
9. Pre-determined price of the service: pricing according to above conditions 4, 5 and 6.
Characteristic of service provision: legal defence and/or consultation in civil/ commercial/ social/ tax/ administrative/criminal matters
10. Characteristics of the provision of service: legal defence and/or consultation in civil/

commercial/ social/ tax/
administrative/criminal matters

11. Insurance: professional liability: insurance company ETHIAS, rue des Croisiers 24 in 4000 Liège (tel : 04/220.31.11). Geographical coverage of insurance: the whole world except the United States of America and Canada.

12. Applicable law and competent jurisdiction :

12. MISCELLANEOUS - RIGHT OF WITHDRAWAL - LIMITATION OF LIABILITY

Unless otherwise agreed, the issue of the first request for an advance payment shall constitute the order form referred to in Article XIV.55 of the Code of Economic Law. Consumers have a right of withdrawal in accordance with Book XIV of the Code of Economic Law; this right allows consumers to withdraw from the contract within 14 days of receipt of these general terms and conditions, by a simple written declaration, whatever the medium. The client accepts that Faber Inter Legal and its staff shall in no event be liable for any claims, liabilities or expenses, in connection with the services provided, which would be in excess of the total amount of the fees paid by the client except for the amount which Faber Inter Legal would be condemned to pay the client because of the violation of the principle of good faith or willful misconduct. In this case, the liability of Faber Inter Legal, its partners, employees, agents for loss or damage suffered by the client in connection with or relating to the services provided,

including negligence and willful misconduct, shall be limited to the amount covered by the professional liability insurance policy taken out by Faber Inter Legal and/or the lawyers involved in the case in question, regardless of the extent of the loss or damage caused. The insurance cover taken out, its effects as well as its conditions of application will be made available to the client upon his first request. In no event shall Faber Inter Legal or its staff shall be liable for any loss, damage or expense deemed specific, indirect, incidental, punitive or exemplary in connection with this commitment. The client will indemnify and hold Faber Inter Legal and its staff harmless from and against any claim, liability or expense arising from this undertaking, except for the amount that Faber Inter Legal would have been ordered to pay to the client due to the violation of the principle of good faith or willful misconduct.

The limitation of liability and compensation contained in these general terms and conditions shall apply in all cases provided for by law, contract, articles, as well as by the principles governing tort liability (such as negligence) or in all other cases. Because of the importance of the intervention and cooperation of the client's management and staff, where appropriate, the client agrees to release Faber Inter Legal, the lawyers and its staff and to bear the full liability and costs that would result from false statements made by the client or members of its management or staff in connection with the services rendered by Faber Inter Legal .