

GENERAL TERMS AND CONDITIONS

Eric-Gérald Lang, also acting under trade name « Lang Legal », having his office located at 1050 Brussels, Place Stéphanie, avenue Louise 54 (phone : + 32 (0) 2 895 60 69 / +32 (0) 477 569 867 | email : info@langlegal.be), is a member of the French Brussels Bar Association (“*Ordre français des avocats du barreau de Bruxelles*”) (hereafter, the “FBBA”), is registered with the Crossroad Bank of Enterprise (“*Banque Carrefour des Entreprises*”) / VAT BE under number 0816.373.972, and is exercising it this capacity in the practice of law (hereafter, equally, the “Lawyer” and/or “Lang Legal”). He may be contacted using these details.

1. Scope: These general terms and conditions apply to all services provided by the Lawyer upon the instruction of a client, except as otherwise expressly and priorly agreed between them by written covenant. By using his services, the client is deemed to have accepted these general terms and conditions without that any separate notice is required.

2. Obligations: The assistance of the Lawyer gives rise to duties of care, limited to Belgian laws, and carried for the benefit of the client only, the latter committing to provide in due time all information relevant for the matter and to timely pay the related fees, charges and expenses. The Lawyer may, in the client’s name, entrust other lawyers or third parties to execute his mission, and accepts no liability for their services.

3. Fees: Except otherwise agreed, the fees are charged periodically based on an hourly rate ranging up to 200 € excl. VAT depending on the attributes of the mission. Where applicable, the VAT rate is currently 21 %. Upon request, fees may be envisaged based on an estimate, a fixed-fee, a success fee and/or even a membership fee. Except otherwise mentioned, overhead costs are not charged; however, expenses and disbursements are recharged to the client

4. Payments: Except otherwise decided by the Lawyer, all statements of fees or advance payment requests are payable by the client within thirty (30) days from its issuance. Any possible complain must be notified within the same period, the statements being then deemed accepted. The non-payment within the specified period will give rise *ipso jure*, without further notice, to a fixed penalty of 10% of the outstanding fees (min. 40 €) for recovery costs and to late interest payments at a rate of 1% per commenced civil month following the issue date of the invoice, in accordance with the Act of 2 August 2002. Transaction costs are incumbent to the client. In case of non-payment within the specified period, the Lawyer has the right to suspend his services without further notice and liability for any resulting damages for the client, its partners or third parties.

5. Limitation of the liability: Subject to further restrictions, and regardless to the magnitude of the losses or damages incurred, the liability of the Lawyer is limited to the amount of fees paid by the client and, including in case of negligence or wilful intent, to the amounts paid out under its professional liability insurance(s) (see below). Any indemnification rights lapse where the claim is not notified by written to the Lawyer as soon possible and, in any case, within thirty (30) days after the discovery of an event or circumstance that gives (or may give) rise to a liability claim. The Lawyer does not accept any liability towards another person than the client, which will hold the Lawyer harmless against any claim linked to the mission and that would arise out of third parties.

6. Insurance: The professional liability insurance of the Lawyer have currently been subscribed as follow: by the FBBA, (i) with the insurance company ETHIAS (Rue des Croisiers 24 at 4000 Liege – t. +32 (0) 4 220 31 11 – FSMA 0165), whose coverage is capped to 1.250.000 € (réf.

45.118.401) (1st rank), and; by the Lawyer, (ii) on 4th May 2018 with ETHIAS (see above) and AIG Europe (Boulevard de la Plaine 11 at 1050 Brussels – t. +32 2 739 96 20 – FSMA 0976), whose coverage is capped to 2.500.000 € (ref. 45191234/530) (2nd rank) and (iii) on 15th October 2018, with HDI-Gerling Assurances (avenue de Tervueren 273 bte 1 at 1150 Brussels – t. +32 2 773 08 11 – FSMA 0767) and AIG Europe (see above), whose coverage is capped to 7.500.000 € (ref. 607203523/130) (being 11.250.000 € at maximum). This policies cover the whole globe, except United States of America and Canada. Their renewal or not in the future keeps at the discretion of the Lawyer. More information and/or a copy of these policies may be obtained upon request.

7. Joint liability: Any party owning directly or indirectly above 25% of the voting rights over an entity having instructed the Lawyer through them and/or where the Lawyer is entrusted by several parties, these parties are jointly and severally held to the payment of the Lawyer’s fees and costs.

8. End of the mission: Notwithstanding the termination of the mission for default: the client may terminate the mission at any moment, under the obligation to pay all fees for the services already performed or in progress; the Lawyer may terminate the mission at any moment, subject to a reasonable notice.

9. Anti-money laundering: It is recalled that the Lawyer is under the obligation to identify his client and to comply with certain other duties under the Act of 18 September 2017 regarding the prevention of money laundering. Failing by the client to comply with this process entitles the Lawyer to suspend his services and/or issue a suspicion report with the Chairman of the Brussel Bar, this without further notice and liability for any resulting damages for the client, its partners or third parties.

10. Confidentiality / privacy : The Lawyer mainly avails of publicly available data or data provided by the clients, which he processes no longer than necessary, in strict confidentiality and, in his capacity as « controller », pursuant to the provisions of Regulation (EU) 2016/679 of 27 April 2016 and the Act of 30 July 2018 on the protection of personal data, for the purpose of compliance with legal obligations and performance of his duties (including their communication to other lawyers or third parties for these purposes). Except objection, he may use the data for direct marketing purposes and, except reasonable objection, for credentials purposes with limited details over the matter (in the context of ranking, public procurement or private pitches). The client is entitled to, and may claim, its rights to object the processing, withdraw his consent, access, rectification, erasure, and portability, of its personal data upon simple request with the Lawyer.

11. Governing laws and jurisdiction : Any dispute on the services are governed by Belgian law and are subject to the exclusive jurisdiction of the courts of Brussels acting in French.

Brussels, 1st Novembre 2018