

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 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 other notice or signing is required.

2. Obligations: The assistance of the Lawyer gives rise to duties of care, exclusively limited to Belgian laws, and carried for the benefit of the client only, who shall timely pay the related fees, charges and expenses. The Parties undertake to provide themselves in due time with all information relevant for the matter.

3. Subcontracting: The Lawyer may, in the name and/or behalf of the client, assign other lawyers or third parties to execute his mission; unless this assignment kept undisclosed to the client, the Lawyer accepts no liability for their services.

4. Fees: Except otherwise agreed, all services are periodically charged at an hourly rate ranging from 140 € up to 250 € excl. VAT fixed by the Lawyer based on the mission’s attributes, plus the VAT if applicable (currently, 21 %). If a fee estimate/quote is mentioned, it does not bind the Lawyer and all exceeding services are at very least chargeable based on the achieved success. Upon request, other billing methods may be envisaged (e.g. a fixed-fee, subscription, and/or a success fee). Overheads are deemed included; specific disbursements are recharged to the client.

5. Payments: Except otherwise notified by the Lawyer, all statements of fees or advance payment requests are payable by the client within 30 days from its issuance. Any possible complain must be notified within the same period, the statements being then deemed irrevocably 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 €), in top of the actual recovery costs, and to late interest payments of 1% per commenced civil month 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 with no prior warning or whatsoever notice, and with no liability for any resulting damages for the client, its partners or other third parties.

6. 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.

7. Insurance: The professional liability insurances of the Lawyer have been subscribed, with brokerage of MARSH (av. Hermann-Debroux 2 at 1160 Brussels – tel.: 32 2 674 96 11 – FSMA 014192), as follows:

1st rank: by the FBBA, with the insurance company ETHIAS (rue des Croisiers 24 at 4000 Liege – t. +32 4 220 31 11 – NBB 00196), with coverage capped to 2.500.000 € (1.250.000 € prior to 01/01/2019) (réf. 45118401);

2nd rank: by the Lawyer, on 04/05/2018 with ETHIAS (see above) and AIG Europe (boulevard de la Plaine 11 at 1050 Brussels – t. +32 2 739 96 20 – NBB 03084) (ref. 45191234/530), renewed from 31/12/2021 to 30/12/2022 with these companies and from 31/12/2022 to 30/12/2022 with substitution of AIG Europe by ALLIANZ Benelux (boulevard Roi Albert II 32 at 1000 Brussels – tel. : +32 2 214 77 36 – NBB 00097) (réf. 45463885), with coverage capped to 2.500.000 €, and;

3rd rank: by the Lawyer, on 15/10/2018, with HDI-Gerling Assurances (avenue de Tervueren 273 bte 1 at 1150 Brussels – t. +32 2 773 08 11 – NBB 02877) and AIG Europe (see above) (ref. 607203523/130), renewed from 31/12/2022 au 30/12/2023 with these companies (réf. 1567659546030028045), with coverage capped to 7.500.000 €.

These policies do not cover the United States of America and Canada. The terms and conditions (general and/or specific) may vary depending on the insurances and/or the related period, and bind the client, along with their renewal or not in the future which keeps at the full discretion of the Lawyer. The client is required to conduct its own due diligence on these aspects. More information and/or a copy of these insurances may be obtained upon request.

8. Joint liability: Where the Lawyer’s services are entrusted by / for several clients and/or by a party for a client of which it owns (directly or indirectly) above 25% of the voting rights, these parties are jointly and severally held to the payment of the Lawyer’s all fees and costs.

9. End of the mission: The client may terminate the Lawyer’s mission at any moment; the Lawyer may terminate the mission at any moment, subject to a reasonable notice; all fees (including success fees) linked to services already performed or in progress are due in full.

10. Anti-money laundering: 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. Failure by the client to satisfy with the dedicated queries entitles the Lawyer to suspend his services and/or issue a suspicion report with the FBBA’s Chairman, this without further notice and liability for any resulting damages for the client, its partners or other third parties.

11. 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.

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

Brussels, 08th December 2022