

LOYENS & LOEFF GENERAL TERMS AND CONDITIONS

Loyens & Loeff is a cooperative company with limited liability (*burgerlijke coöperatieve vennootschap met beperkte aansprakelijkheid/société civile ayant la forme de société coopérative à responsabilité limitée*) (“**Loyens & Loeff**”), established under the laws of Belgium, registered with the Crossroads Bank of Enterprises under the number 0821.233.870 and has its registered office in Sint-Lambrechts-Woluwe (1200 Brussels, Belgium), Neerveldstraat 101-103, for the purpose of practicing law (*advocatuur/profession d’avocat*). Our lawyers are bound by the rules of the relevant Bar (*Balie/Barreau*) of which they are members.

When calling upon the services of Loyens & Loeff, and to the extent they are not explicitly modified in the engagement letter or in any other written agreement, the following terms and conditions shall apply to every assignment accepted by Loyens & Loeff and to all persons involved or having been involved – including former Loyens & Loeff partners, lawyers and/or employees, and their legal successors – in rendering services to the instructing party. Unless agreed otherwise in writing, these general terms and conditions prevail over all other conditions proposed or purportedly imposed by the instructing party. Whenever a client calls upon the services of Loyens & Loeff, he is deemed to have read our terms and conditions and to accept them unconditionally.

1. Loyens & Loeff is the sole party contracting with the client. All instructions are exclusively accepted and carried out and all services are exclusively provided by Loyens & Loeff irrespective of the person within Loyens & Loeff who has received such instructions and/or is intended by the client to provide the requested services. Any advice provided by Loyens & Loeff is for the sole benefit of the instructing party and may not, without Loyens & Loeff’s explicit prior written consent, be communicated to, used or relied upon by any third party.
2. Any liability of Loyens & Loeff shall be assessed against best efforts (unless otherwise agreed) and shall always be limited to the amount actually paid out under its professional liability insurance policy, to which will be added the amount of any deductible that is not for the account of the insurers under the policy terms and conditions. If for whatever reason, no monies are paid out under Loyens & Loeff’s applicable insurance policy, Loyens & Loeff’s total liability will be limited to the amount of fees charged by Loyens & Loeff in relation to the instructions that gave rise to liability. In any case, a claim will be time barred and foreclosed three months from the date when the alleged event or circumstance giving rise to the claim is discovered unless Loyens & Loeff receives notice thereof, in writing, by registered letter within the said three-month period.
3. Loyens & Loeff will not be liable for any services rendered and/or acts or omissions by any third party that is called upon, in agreement with the client, and that is not operating under the Loyens & Loeff name (e.g., bailiffs, accountants, auditors, notary publics, etc.). When calling upon such third parties, the instructing party authorizes Loyens & Loeff to accept, on its behalf, any limitations of liability applied by these third parties.
4. Loyens & Loeff shall not be liable for any credit failure and/or other acts or omissions of any third party such as financial institutions, notary publics, bailiffs with whom Loyens & Loeff deposits monies or through whom Loyens & Loeff transfers monies on behalf of the instructing party.
5. The relationship between the instructing party and Loyens & Loeff shall be exclusively governed by the laws of Belgium to the exclusion of the provisions of private international law. Any disputes between the instructing party and Loyens & Loeff shall be exclusively decided by the courts the district of Brussels.
6. The client expressly waives all right whatsoever against the partners, lawyers and/or employees, being physical persons or legal entities, working for or having worked for Loyens & Loeff *Coöperatieve*

Vennootschap met Beperkte Aansprakelijkheid / Société Coopérative à Responsabilité Limitée and operating under the Loyens & Loeff name and that are involved in any manner in the services provided by or on behalf of Loyens & Loeff. In respect of the work Loyens & Loeff undertakes, it may share confidential information with the other entities operating under the Loyens & Loeff name on a need to know basis and subject always to strict observance of our professional confidentiality obligations (with the exception of the obligations concerning the fight against and the prevention of money laundering).

7. Lawyers are subject to strict ethical regulations on the avoidance of conflicting interests. Accordingly, Loyens & Loeff has developed a stringent internal procedure (based on internal conflict checks) in an effort to avoid any possible conflicts of interest. However, if Loyens & Loeff determines there is a potential conflict of interest which cannot be properly managed, it cannot be obliged to provide any services whatsoever in a file without the written consent of the other party involved, if it deems such consent to be appropriate. Any such determination will be binding upon the instructing party. If Loyens & Loeff represents competitors and/or contracting parties of the instructing party, Loyens & Loeff will ensure that it complies with its professional duties of confidentiality.
8. Loyens & Loeff shall have the right to terminate the relationship with the contracting party upon written notice to that effect, in the event e.g. that Loyens & Loeff is unable to obtain clear instructions on how Loyens & Loeff should proceed, if bills are not paid when due and payable, if the instructing party requires Loyens & Loeff to act in a way which is contrary to its professional duties or its duties to the Court or in the event that Loyens & Loeff reasonably determines, in its sole discretion, that it would be unethical to continue the relationship with the instructing party. Upon termination of the relationship with the instructing party, all unpaid fees, disbursements and charges will become immediately due and payable.
9. Services provided by Loyens & Loeff are subject to Belgian VAT at the applicable rate (currently 21%) if, under the Belgian VAT Code, they are deemed to be performed in Belgium. If the services are deemed to be performed abroad, they are invoiced without VAT, but they may be subject to VAT in the country where the client is located.
10. Unless agreed otherwise, fees for services provided are calculated on the basis of the Loyens & Loeff standard hourly rates. Expenses disbursed by Loyens & Loeff on behalf of clients (e.g., travelling, translation costs, courier expenses) are invoiced separately and as they are incurred. Office expenses, (e.g., telephone, fax, photocopies, ICT) are included in a fixed amount that will be charged as a percentage of the total amount of the fees invoiced.
11. Loyens & Loeff is under a duty to comply with the regulations concerning the prevention of the use of the financial system for laundering money and funding terrorism (including the Law of 11 January 1993, as amended). The client is therefore requested to promptly provide all information and documentation asked for by Loyens & Loeff, including information about the client's identity.
12. Loyens & Loeff will keep all files for a period of five years as from their closing dates. Original evidence or any other original documents entrusted to Loyens & Loeff, will be returned to the client. After the five-year period, Loyens & Loeff is entitled to destroy any files without having to notify the client first.
13. Subject to the strict observance of its confidentiality obligations, Loyens & Loeff may generally identify clients in its brochures and on its websites and use their company's logo in any pitches, presentation or publication (including newsletters and brochures) or on its websites. However, it shall not comment

publicly on any matters relating to its clients or any of its affiliates or on any specific details which are not publicly available. All media inquiries shall be directed to the clients.

14. In the context of the services rendered to the client by Loyens & Loeff, the client acknowledges and agrees that Loyens & Loeff collects and processes certain personal data relating to the client and/or its usual contact persons within the organization of the client (client identification data, contact details, financial information, etc.). Loyens & Loeff will do so in compliance with the applicable data protection legislation (including, as from its date of application, the EU General Data Protection Regulation and its national implementing legislation). Loyens & Loeff will use this personal data for purposes of client administration, invoicing and accounting, debtor administration, compliance with its legal obligations (e.g. in relation to the prevention of fraud and money laundering) and, where appropriate, direct marketing. The data may be communicated to other Loyens & Loeff entities (if located outside the EU, the EU Standard Contractual Clauses will govern these data transfers) and to third parties with whom Loyens & Loeff has a contractual relationship (e.g. external service providers). Loyens & Loeff will take appropriate technical and organisational measures to protect personal data against unlawful or accidental loss, destruction or access. The data subject acknowledges that the transmission of personal data over the internet is never without risks. The data subject therefore acknowledges and agrees that Loyens & Loeff shall never be liable for the damage he/she would suffer by the unlawful use of his/her personal data by third parties who were not authorized to do so, except in case of fraud or gross or willful misconduct. Upon providing proof of his/her identity, any data subject has the right to access the personal data relating to him/her and, where appropriate, to request correction of any erroneous data, or the deletion of certain data (if justified). He/she also has the right, free of charge and upon request, to oppose any use of his/her data for direct marketing purposes. These rights can be exercised upon submitting proof of your identity by sending a request to the following email address: information@loyensloeff.com. More information on Loyens & Loeff's data processing activities can be found in Loyens & Loeff's Privacy Statement available via the following link: <https://www.loyensloeff.com/en-us/context/privacy-statement>.

If you have any question or comments about our data processing activities, please contact:

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15. These general terms and conditions are subject to amendment from time to time. The applicable general terms and conditions can be found at all times at www.loyensloeff.com.

The English text is a translation. The Dutch and the French text of these general terms and conditions are equivalent. The Dutch and the French text of these general terms and conditions shall prevail in the event of any difference(s) between the English and the Dutch or French text.