

General conditions

1. **CONSIDERA** – Considera is a grouping of companies under Belgian law whose corporate object is the activities of lawyers, namely:

- the private limited liability company Lossy (registered in the Crossroads Bank for Enterprises under the number 0835.193.556) of which Mr Stefan Lossy (lawyer at the Antwerp Bar Association) is the director;
- the private limited liability company Andries Advocatuur (registered in the Crossroads Bank for Enterprises under the number 0683.756.958) of which Mr Ken Andries (lawyer at the Brussels Bar Association) is the director; and
- the private limited liability company Adviura (registered in the Crossroads Bank for Enterprises under the number 0681.893.469) of which Mr Jo Rams (lawyer at the Leuven Bar Association) is the director.

When reference is made in this text to Considera, this means one or more of the aforementioned companies or the lawyers or employees of one or more of the aforementioned companies.

2. **APPLICABILITY AND GENERAL TERMS AND CONDITIONS OF AGREEMENT** - These general terms and conditions apply to all services provided by or on behalf of Considera. These General Conditions shall be communicated to the client in advance. Granting the assignment implies and has the effect that these General Terms and Conditions are accepted by the client without any reservation.

Any general terms and conditions of the customer in conflict with these will only apply upon Considera's prior, explicit and written acceptance. These General Terms and Conditions will also apply to all future relationships between the parties. The General Terms and Conditions may be amended by Considera. Such amendments will become applicable to the performances taking place after the communication of the amendments.

3. **INTERNAL OPERATIONS** – Without prejudice to the provisions of Article 8 below, assignments shall be awarded to one or more of the member companies of Considera. The company(ies) contracting with you shall be responsible for the services provided and shall decide freely on the assignment of the various tasks to a particular lawyer or the replacement of one lawyer by another, without the client having the right to object. Considera may also use lawyers outside Considera to perform certain tasks.

4. **TERMS** – Considera undertakes to perform its services within a reasonable time. Under no circumstances can Considera be held liable for exceeding the deadlines due to the client, third parties or force majeure.

The client may at any time terminate the assignment granted to Considera. However, the client remains liable for the fees and costs of the services performed on the agreed basis.

5. **CONFIDENTIALITY** - The lawyers and staff of Considera are subject to a duty of confidentiality. Clients shall respect the confidentiality of all correspondence, notes, acts of proceedings, etc., handed over to them by Considera in confidence. When responding to public or private tenders for the provision of legal services, Considera may disclose clients' names and other information in strict accordance with the lawyer's deontology. When the communication involves client privacy or personal data, the prior consent of the client will be sought by Considera. This consent may be withdrawn at any time, without justification, by sending an e-mail or by registered mail to Considera.

6. **INTELLECTUAL PROPERTY** - The views, opinions, writings, etc. of Considera are protected by intellectual property rights and may only be used or reproduced with the express prior written consent of Considera. Any advice given by Considera is solely for the benefit of the client and is issued only in relation to the matter in question. The advice given by Considera cannot be used by third parties and they cannot rely on it. The client agrees not to disclose Considera's advice to third parties without Considera's prior

written consent, except, if necessary, to other professional advisers of the client, it being understood that such disclosure shall not create any obligation or liability on the part of such lawyer to such professional advisers. Considera shall only have obligations to the client and not to third parties unless the lawyer concerned explicitly accepts such responsibility in writing.

7. **LIABILITY** – Considera's liability shall be limited to the amount covered in the case in question by Considera's professional liability insurance policies mentioned below. If, for any reason, these insurances did not provide coverage, liability would be limited to the total fees generated by the case, without exceeding €25,000.00. In any event, the right to compensation shall lapse if the claim for damages has not been notified in writing to the lawyer concerned within the year following the fault alleged. The client indemnifies Considera against all claims by the client or third parties arising from the execution by Considera of an assignment on behalf of the client.

8. **USE OF THIRD PARTIES** – Considera is entitled to use legal or non-legal third parties (such as bailiffs, technical advisors, etc.) for the performance of his/her activities. Considera undertakes to choose such third parties with care but shall in no event be liable for any acts or omissions of such parties. Considera is authorised by the client to accept on its behalf any limitations of liability of such third parties.

9. **FEES** – Fees may be calculated based on performance at hourly rates, success-related fees or based on other arrangements made. Performance at hourly rate is calculated based on the number of hours worked multiplied by the agreed hourly rates. These vary according to the seniority and specialisation of the lawyers involved in Considera. The fees are adjusted annually in accordance with the evolution of the consumer price index. Determining the fee may consider, among other things, criteria such as the importance of the case, the tasks to be performed, the urgency or complexity of the case, the lawyer's reputation, and the client's financial capacity.

Considera reserves the right to require payment of a retainer prior to completion of a service. Fees may be charged from the first oral or written consultation. Requests for advances or interim fees may be made depending on the status of the case.

10. **COSTS AND EXPENSES** - Costs and expenses advanced on behalf of the client will be charged separately. General office expenses (such as postage, telephone, fax, photocopies, etc.) are calculated based on a percentage of fees or a flat rate per type of expense.

11. **VAT AND OTHER TAXES** - Considera is subject to VAT. Fees and charges are exclusive of VAT and any taxes, surcharges, or similar increases payable by the client based on applicable law.

12. **INVOICING, PAYMENT AND DELAY INTEREST** - Considera's invoices are immediately payable and without discount in euro at X's registered office or on the bank account indicated on the invoice. In the event of late payment, interest on arrears shall be payable at a rate determined in accordance with the Belgian law of 2 August 2002.

Regarding consumers, ordinary legal interest rates will apply. These will apply from the date of a first, free of charge notice of default, to be increased by a fixed compensation clause (if debt less than or equal to EUR 150: EUR 20; up to EUR 500: EUR 30 + 10% of the debt; above EUR 500: EUR 65 plus 5% of the debt on the tranche above EUR 500 and maximum EUR 2,000).

Any transaction or exchange costs shall be borne by the customer. Any complaint regarding an invoice must be addressed to Considera within 15 days of the invoice being sent. Otherwise, the invoice will be considered accepted.

13. **UNEXPECTED CIRCUMSTANCES** - If unforeseen circumstances arise after the conclusion of the agreement which make its

fulfilment by Considera more difficult or costly, he/she is entitled to adjust his/her obligations to the new situation.

14. **DATA PROTECTION** - Considera is the controller of personal data. All personal data (opponents, clients, colleagues, registers, etc.) are processed by Considera exclusively for the management and processing of files within the assignments entrusted by the client, or to comply with Considera's legal obligations, in particular in relation to anti-money laundering proceedings. Such processing takes place according to Article 6.1, a), b), c) and f) GDPR (General Data Protection Regulation of 27 April 2016). The data are only transmitted to third parties when necessary for the performance of the task entrusted to Considera by the client or when Considera is legally obliged to make such a transmission. Considera uses the client's personal identification data to send information, newsletters, or invitations to events only with the prior consent of the person concerned. In such a case, the person concerned may withdraw his consent at any time by e-mail to: privacy@considera.be. The data will be kept for the entire duration of the assignment and for as long as is necessary for Considera to comply with its legal obligations regarding the preservation of records (including accounting and tax obligations). This period will be extended in case of a possible dispute with the customer. The data subject has the right to request access to his personal data, rectification of inaccurate or incomplete data, erasure of personal data in accordance with Article 17 GDPR or restriction of processing in accordance with Article 18 GDPR. The data subject also has the right to object to the processing of his personal data, in accordance with Article 21 GDPR, and may request a copy of his data in order to transfer it to another controller. The person concerned has the right to lodge a complaint with a supervisory authority. In Belgium, the supervisory authority is the Data Protection Authority: www.dataprotectionauthority.be. The client guarantees that the personal data communicated to Considera for the management and processing of its file is communicated with the consent of the data subject(s) or on another legal basis for data communication and processing. The customer guarantees that such communication is in accordance with the obligations of the GDPR.

15. **APPLICABLE LAW, COMPETENCE AND COMPETITION** - The legal relationship between Considera and the client is exclusively governed by domestic Belgian law. In case of disputes, the courts of the registered office of Considera's relevant company have exclusive jurisdiction, but this company reserves the right to bring the case before the courts of the client's domicile or registered office. In the event of a dispute between the lawyer concerned and a consumer, the latter may appeal to the ombudsman service, Ligeca, of the Order of Flemish Bars (www.ligeca.be). All information on how this service operates is available on the website mentioned above. Considera reserves the right to refuse

recourse to this form of extrajudicial dispute resolution depending on the nature of the dispute.

16. **DIVISIBILITY CONDITIONS** - The invalidity of a clause or part of a clause of these general terms and conditions does not affect the validity of the remaining provisions.

17. **ANTI-MONEY LAUNDERING** - When Considera assists you in the context of financial or real estate transactions, Considera must comply with specific legal and deontological rules aimed at preventing money laundering and terrorist financing.

Before Considera can take you on as a client in that case, Considera must first verify your identity and that of your agents and beneficial owners (UBOs), if any. Considera must also assess your characteristics and the purpose and nature of the assignment you entrust Considera with. Those vigilance obligations also apply during the execution of Considera's assignment, and any other assignments you would still entrust Considera with. The cost of those administrative obligations is included in the fee.

To allow Considera to fulfil those obligations, you must immediately provide Considera with the necessary information when Considera requests it. If any changes occur that may affect your status, you will immediately provide that information of your own accord. We will process and store the information you communicate to Considera for a period of 10 years from the end of our business relationship or the last assignment you entrust Considera with. For more information on the data protection aspects of our obligations under money laundering prevention regulations, please refer to Considera's privacy policy.

If you fail to provide Considera with the necessary information, Considera will not be able to take you on as a client and/or Considera will be forced to terminate its work for you immediately. Considera shall not be liable for any resulting damages. Furthermore, the termination of Considera's work does not affect the already performed and billable services.

If, in carrying out its assignment, Considera discovers facts that Considera knows or suspects to be related to money laundering or terrorist financing, Considera must immediately report this to the President of the Bar, except when Considera is providing you with legal advice or defending or representing you in connection with a lawsuit. The Chief of Staff will then decide whether to transfer Considera's report to the Financial Intelligence Processing Unit. In the event of a disclosure, Considera is also required to immediately cease its work for you without being allowed to inform you of the reason. This is prohibited by law. Furthermore, you cannot hold Considera liable for any reports that Considera transmits to the Financial Information Processing Unit in good faith.

These obligations obviously do not affect the confidentiality that continues to characterise the relationship between the client and his lawyer.