

GENERAL TERMS AND CONDITIONS (valid from 1st January 2021)

1. **Details of BV Deknudt Nelis Lawyers.** *BV Deknudt Nelis Lawyers, hereinafter, referred to as “Deknudt Nelis” is a “besloten vennootschap” (private limited liability company) with office at 8500 Kortrijk, Nijverheidskaai 3 letterbox 001, and with company number 0654.962.509. Deknudt Nelis has offices at 8500 Kortrijk (Nijverheidskaai 3 letterbox 001), at 2110 Wijnegem (Stokerijstraat 25D letterbox 8) and at 1930 Zaventem (Da Vincilaan 9).*
2. **Scope of application of these general terms and conditions.** *Deknudt Nelis provides its services through its lawyers and employees under the present general terms and conditions. These present general terms and conditions are an integral part of any agreement entered into with Deknudt Nelis and are applicable to any file entrusted to Deknudt Nelis. Derogations from or additions to these present terms and conditions are possible, but only in writing.*
3. **Acceptance of these general terms and conditions by the Client.** *The general terms and conditions have force of law in the relation between Deknudt Nelis and the Client and, unless the Client signed them, they are deemed to have also been accepted by the Client if the latter did not raise any objections within a reasonable period of time after receipt thereof. The acceptance of these present general terms and conditions can also be derived from the normal continuation of the provision of services by Deknudt Nelis without any objection from the Client within a reasonable period of time and from the payment of the fees.*
4. **Party performing the assignment.** *All orders are exclusively accepted and executed by Deknudt Nelis, even if it is the express or implicit intention of the Client to entrust the assignment to one of the lawyers (either or not associates) of Deknudt Nelis. Deknudt Nelis is exclusively responsible for the services provided by their lawyers (either or not associates) and employees. Only Deknudt Nelis has or will have any obligation vis-à-vis the Client or any other person with respect to the services provided by their lawyers (either or not associates) and employees. The Client explicitly accepts not to file a claim against any person other than Deknudt Nelis with respect to these services (should the filing of a claim be legally possible).*

The obligations of Deknudt Nelis are not obligations of results but obligations of means, unless explicitly agreed otherwise or unquestionably clear from the nature of the obligation concerned.

5. **The associates and the associate responsible for the file.** *Natural persons who are direct or indirect shareholders of Deknudt Nelis can be designated as “partners” or “associates” in accordance with general practice in the profession. Persons designated as such always exclusively act for the account and risk of Deknudt Nelis when performing their professional activities.*

Deknudt Nelis currently has two associates: Guillaume Deknudt (registered at the bars of West-Vlaanderen (principal registration) and Brussels (additional registration)) and Sven Nelis (registered at the bars of Antwerpen (principal registration) and West-Vlaanderen (additional registration)). Guillaume Deknudt performs his activities as a lawyer on behalf and for the account of Deknudt Nelis through the company BV Guillaume Deknudt, with registered office at 8951 Dranouter, Kauwakkerstraat 7 and with company number 0890.650.436. Sven Nelis performs his activities as a lawyer on behalf and for the account

of Deknudt Nelis through the company BV Sven Nelis, with registered office at 2970 Schilde, De Rentfort 14, and with company number 0896.855.466.

Deknudt Nelis designates an associate for every Client, who will be responsible for the file of that Client. This associate will handle the file as he or she sees fit, in cooperation with other lawyers (either associates or not) of the law firm Deknudt Nelis.

6. **Data to be provided by the Client.** The Client undertakes to provide all data and information that are useful and necessary for the proper performance of the assignment, supported by documents if necessary. The Client is responsible for the correctness, completeness and reliability of the information provided to Deknudt Nelis by them or on their behalf.
7. **Anti-money laundering legislation.** Depending on the nature of the services that Deknudt Nelis needs to supply to the Client, Deknudt Nelis is obliged to strictly comply with the legislation and the Bar Association regulations regarding anti-money laundering and terrorist financing. The Client acknowledges that Deknudt Nelis may thus be obliged to verify the identity of the Client as well as of his possible representative(s) and ultimate beneficial owners on the basis of one or more supporting documents or reliable and independent sources of information that can confirm this information and to make a copy of these documents, either on paper or on an electronic medium. The information processed by Deknudt Nelis within the legislative framework and the Bar Association regulations regarding anti-money laundering and terrorist financing, i.e. information on the identity and characteristics of the Client and the purpose and nature of the business relationship (or occasional transaction), shall be kept, in accordance with this legislation, for a period of 10 years after the end of the business relationship (or occasional transaction).

Should Deknudt Nelis be unable to verify the Client's identification data, e.g. because the Client fails to provide the requested information, Deknudt Nelis will not be able to enter into the business relationship and, if services have already been supplied, will have to terminate its intervention. The correctness of the data is also periodically checked.

In addition, the anti-money laundering legislation obliges the lawyer under certain circumstances to report possible suspicions of money laundering or terrorist financing in which a client would be involved to the President of his/her Bar Association. Deknudt Nelis is not liable to the Client for the consequences of any reporting made in good faith.

8. **Rights of third parties.** The assignment is executed exclusively on behalf of the Client. Third parties cannot derive any rights from the activities performed and the results thereof (advice, opinions, reports,...) without the explicit written consent of Deknudt Nelis, which will at all times include a limitation of liability.
9. **Costs and fees.** Deknudt Nelis in principle charges basic fees on the basis of hourly rates. The hourly rates vary depending on the lawyer or associate lawyer working on the file. The exact hourly rates for each lawyer and associate lawyer are communicated at the moment on which the file is created. Deknudt Nelis is entitled to adjust the general hourly rate or the hourly rate of specific lawyers every six months.

The following elements may justify an additional fee: the importance of the case, the favourable outcome, the urgency or the specific nature of the case.

No general administrative costs are charged. Specific costs or exceptional administrative costs are charged separately. For instance, the fees of the judicial officers and the duties and costs payable by them, as well as the legal expenses, are charged separately to the Client.

Deknudt Nelis is entitled to request the advanced payment of provisional fees. Statements of fees and costs and provisional fee notes are payable in cash.

- 10. Disputes relating to costs and fees.** *If the Client does not agree with the statement of fees and costs or with the provisional fee note, the client can dispute them within a period of fourteen days.*

After having received a written reminder for the payment of the outstanding statement of fees and costs or of the provisional fee note and in the absence of any justified objection, the Client has the obligation to pay interests on the outstanding balance at the legal interest rate, as from the date of the reminder.

If a collection procedure is required for the fees and/or costs, they are increased by 10% by way of compensation.

In case of non-payment, Deknudt Nelis is entitled to suspend the provision of services until full payment has taken place.

- 11. End of the cooperation.** *The Client and Deknudt Nelis can terminate the agreement of cooperation at all times and without any compensation; however, this does not alter the fact that services provided and expenses made must be paid.*
- 12. Services provided by third parties.** *All assignments given to Deknudt Nelis imply the authorisation to call upon third parties or other experts and to accept any limitations of liability of these third parties or other experts on behalf of the Client without having obtained the consent of the Client. Deknudt Nelis is not responsible for the activities performed by these third parties or other experts, regardless of whether or not these activities are charged to the Client separately and regardless of whether the third party or other expert called upon charges their costs and fees to Deknudt Nelis or to the Client.*

The Client accepts that his/her personal data may be forwarded to the above-mentioned third parties or experts Deknudt Nelis calls upon within the context of the performance of an assignment. These third parties may include notaries public, lawyers, auditors, financial intermediaries and translators.

- 13. Professional liability.** *Deknudt Nelis has taken out a professional liability insurance. The professional liability insurance certificate issued by Vanbreda Risk & Benefits, providing a brief overview of the currently applicable policies, is available at <https://deknudtnelis.be/professional-liability-insurance-certificate>. With respect to the specific conditions and modalities under which the insurer provides coverage, Deknudt Nelis refers to the text of the insurance contracts, which prevails over the contents of the certificate and which can be made available free of charge by Deknudt Nelis to the Client at the latter's request. It should be noted in advance that the amounts of the applicable guarantees are only exceptionally applied per claim but instead generally denote the maximum amount to be paid by the insurer in a given period, for all claims.*

The amount payable to the Client in case of professional liability is at all times limited to the amount actually covered and paid in the relevant case under the professional liability insurance of Deknudt Nelis applicable to the relevant case (increased by the applicable excess amount, if any), with the exception of the cases where such limitation is not possible under Belgian law (in principle only in case of malicious intent or bad faith).

If, for any reason whatsoever (but except for cases where Deknudt Nelis is to blame), no payment is made within the context of the professional liability insurance, any liability is always limited to twice the amount of the fee paid to Deknudt Nelis with respect to the order, with a maximum of 500,000 EUR (with the exception of cases where such limitation is not possible under Belgian law (in principle only in case of malicious intent or bad faith)).

If Deknudt Nelis is to blame for the lack of coverage, the liability is limited to four times the amount of the fee paid to Deknudt Nelis with respect to the order, with a maximum of 1,000,000 EUR (with the exception of cases where such limitation is not possible under Belgian law (in principle only in case of malicious intent or bad faith)).

If the Client deems the coverage that is or may be applicable to their file insufficient and wishes to extend this coverage, this is possible upon explicit request (with the consent of an insurance company) and against payment of an additional insurance premium. Any extension is always the subject matter of an explicit written agreement between Deknudt Nelis and the Client, by way of derogation from the general terms and conditions. In the absence of such a written extension agreement, the Client explicitly accepts the explicit limitations of liability described above.

The restrictions of liability within the context of professional liability do not apply in cases where such restrictions are not possible under Belgian law (in principle only in case of ill intent or bad faith).

The Client shall hold Deknudt Nelis harmless against any claims of third parties relating in any way to or resulting from the order given by the Client and/or the activities performed on behalf of the Client.

- 14. Processing of personal data.** *Deknudt Nelis processes the personal data of their Clients in accordance with the privacy statement of Deknudt Nelis, which can be found at www.deknudtnelis.be/privacyverklaring. The privacy statement explains in detail how Deknudt Nelis, in the capacity of data controller, deals with personal data and the rights of the data subjects.*

Deknudt Nelis has taken technical and organisational measures in order to guarantee the security of the personal data that are processed. Deknudt Nelis has taken out an insurance policy against cyber risks, in case a breach of the protection of your personal data within the meaning of the privacy legislation (hereinafter referred to as "data leak") occurs. The liability of Deknudt Nelis in case of any loss suffered as a result of a data leak at Deknudt Nelis is limited to the amount paid under the insurance policy (proportionally if more than one party suffered a loss).

If for any reason whatsoever (except in case of a fault on the part of Deknudt Nelis), no payments are made under the cyber policy, any liability of Deknudt Nelis resulting from a data leak is always limited to 50,000 EUR per data leak, irrespective of the number of parties suffering a loss. If Deknudt Nelis is responsible for the inadequate coverage, their

liability is limited to 100,000 EUR per data leak, irrespective of the number of parties suffering a loss.

The restrictions of liability in case of a data leak do not apply in cases where such restrictions are not possible under Belgian law (in principle only in case of ill intent or bad faith).

You can obtain the cyber policy by sending an email to persoonsgegevens@deknudtnelis.be.

15. **Liability – restriction.** *The abovementioned explicit limitations of liability (in article 13 and 14) not only apply to Deknudt Nelis, but also to their shareholder(s), partners or associates, directors, lawyers and employees (insofar as one of them could be held liable - see 1, 4 and 5 above). Should no payment be made pursuant to the professional liability insurance applicable to the relevant case, this obviously implies that the payment limited to twice/four times the amount of the fee paid to Deknudt Nelis with respect to the order, with a maximum of 500,000 EUR/1,000,000 EUR, can only be made once and will not be made again by one or several shareholders, partners or associates, directors, lawyers and employees of Deknudt Nelis.*

Not only Deknudt Nelis but also all natural persons and legal entities working for Deknudt Nelis, associated with Deknudt Nelis and/or called upon for the execution of an order are entitled to invoke the present general terms and conditions. The same applies to persons who used to work for Deknudt Nelis in any capacity (including their heirs and legal successors) if these persons are held liable after having left Deknudt Nelis ((insofar as one of them could be held liable - see 1, 4 and 5 above).

16. **Liability – expiration and prescription period.** *Any claim for compensation expires if the Client has not served a written and explicit notice of default on Deknudt Nelis within a period of ninety (90) days after the facts on which the claim is based have become known or could reasonably have become known to the Client.*

In addition, the day of completion of the task by Deknudt Nelis, which is the starting date of the five-year prescription period for professional liability, is the moment on which the specific service giving rise to the liability is complete or – in the absence of a specific service – the moment on which six months have passed since the invoice was issued.

17. **Retention of records.** *After the completion of each assignment, Deknudt Nelis archives the relevant file and keeps it during a period of five years. Original documents can be returned to the Client and must be archived by the latter if deemed appropriate. After the above mentioned period of five-year the file can be destroyed. However, Deknudt Nelis has no obligation to do so, except if the destruction is required by law.*

18. **Use of electronic communication.** *All electronic correspondence sent by Deknudt Nelis is for indicative purposes only and cannot in any way result in the liability of Deknudt Nelis, with the exception of attachments in pdf format signed by an associate.*

Deknudt Nelis makes reasonable efforts to protect e-mail messages and attachments against any virus or other defect that may damage a computer or IT system. It is the Client's responsibility to take all necessary measures to protect their own computer or IT system.

Deknudt Nelis cannot be held liable for any loss or any damage that may result from the receipt or use of electronic communication of Deknudt Nelis.

19. **Third-party account.** *All funds received by Deknudt Nelis from Clients and to be kept on the Clients' behalf will be deposited on a third-party account with an institution chosen by Deknudt Nelis. Deknudt Nelis does not accept any liability vis-à-vis the Client or any other person for the bankruptcy or any legal act or negligence of an institution where Deknudt Nelis has deposited funds or through which funds are transferred. Consequently, Deknudt Nelis cannot be requested to refund or transfer funds that cannot be refunded or transferred by the institution concerned.*

20. **Specific terms and conditions.** *Deknudt Nelis has the possibility but not the obligation to include specific conditions in an agreement with the Client, in particular but not limited to conditions with respect to conflicts of interests and the mode of payment of the fee for the execution of the order. If explicitly agreed with the Client, these specific conditions may differ from the general conditions.*

21. **Changes to the general terms and conditions.** *Deknudt Nelis reserves the right to change these general terms and conditions at any time. In case of changes, Deknudt Nelis will inform the Client of the changed text. If no objections are raised in writing within a period of three weeks, the Client is deemed to have accepted the changed text, which will then be binding for the Client in the future.*