

TERMS AND CONDITIONS

1. Definitions

1.1 The Firm, we, or our refers to “Van Innis & Delarue”.

2. Application

2.1 These terms apply to all our work for the client unless agreed otherwise in writing in advance.

2.2 The application of the client’s general terms and conditions is excluded.

3. Fees and invoicing

3.1 In consideration of the work performed by the Firm or its lawyers, the client is due fees, which will be invoiced periodically, on the basis of hourly rates times the number of hours spent working for the client, or in accordance with any other pricing options that are agreed with the client in advance. Our fees are expressed excluding VAT.

3.2 The Firm does not charge clients for general office expenses. Fees charged to the firm by third party services providers such as translators, express couriers, mail service providers, etc., if any, are added to the bill on a one to one basis, without mark-up.

3.3 The Firm may request the payment of an advance, which will be set off against the final invoice in connection with the instruction.

3.4 Our invoices are payable within 15 days following the client’s receipt of the invoice. In case of late or non-payment, we may charge interest at 10% per year.

3.5 Article 3.4 applies except to the extent that the client has raised an unresolved bona fide query with respect to an invoice or part thereof.

4. Copyright

4.1 We will retain the copyright in all documents or other communications we draft and produce for the client.

5. Liability

5.1 Our services are for the benefit of the client only, and may not be used or relied on by anyone else without our prior written consent.

5.2 Our obligations towards the client are not obligations of results (“resultaatsverbintenissen”) but obligations of means (“middelenverbintenissen”).

5.3 Our liability is limited to the direct consequences of any professional fault committed or action omitted by the Firm.

5.4 Our liability is limited to the amount covered and paid out by our professional insurance cover.

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(continued)

6. Electronic communications

6.1 We may communicate with the client by e-mail or other electronic means. The client accepts the risks involved in such communication, except in the case of our gross negligence or wilful default.

7. Conflicts and relations with other clients

7.1 We may have to stop acting for a client if there is a conflict between our duties to the client and our duties to other clients, or between our interests and the client's interests. If the client is aware of any such conflict, the client must notify us thereof as soon as possible.

7.2 Subject to our compliance with our legal and professional rules, we are not prevented or restricted from advising or representing other clients, including clients who are in the same business of the applicable client, and whose interests, apart from those in any specific matter, may be adverse to the interests of the applicable client.

8. Confidentiality

8.1 Unless we are obliged by our professional rules, regulatory authorities or a court to disclose certain information, we will treat any information obtained from the client that is not in the public domain as confidential.

8.2 We will not use any of the client's confidential information to the advantage of any third party. Similarly, the client agrees that we may not use confidential information obtained from any third party to the client's advantage or disclose such information to the client.

8.3 The restrictions provided in article 8.2 do not apply to the use of the know how or tools and methodologies that we develop in the course of our work for the client, which of course can be freely used by us in connection with subsequent services we provide to other clients.

9. Termination

9.1 The Firm and the client have the right to terminate the collaboration on a reasonable notice. In either case, the client must pay our fees that come along with all work performed until that actual time of termination.

10. Governing law and jurisdiction

10.1 The agreement and any collaboration between the Firm and the client are governed by Belgian law.

10.2 The Belgian courts have exclusive jurisdiction to settle any disputes that may arise between the Firm and the client.