

DNA LAW BV ADVOCATEN – GENERAL TERMS AND CONDITIONS OF SERVICES

1. DNA LAW – Services – Acceptance of General Terms and Conditions of Services

- 1.1. SRL DNA LAW BV is a Belgian law firm, acting under the form of a limited liability company, registered with the Crossroads bank for enterprises and the VAT administration under number 0736.756.273, and with registered office at 1780 Wemmel (Belgium), Koningin Astridlaan 49 (hereinafter "**DNA LAW**"). Contact: – T: +32 (0) 2 897 60 00 – F: +32 (0) 2 486 89 64 – E: info@dna-law.be.
- 1.2. DNA LAW's purpose is the practice of law and the profession of attorney, in Belgium, in the broadest meaning including, but without limitation, drafting legal advice, providing assistance and/or ensuring representation in the framework of administrative and legal proceedings, negotiating, preparing and drafting contractual documents (the "**Services**"). Lawyers practicing within DNA LAW are authorized to practice in Belgium. They are members of the Brussels Bar. Lawyers from other Bars may also join DNA LAW.
- 1.3. These General Terms and Conditions of Services (the "**GTCS**") apply to and govern the contractual relationship between DNA LAW and any individual or legal entity (the "**Client**") that calls upon the Services. The GTCS apply to the Services as provided by and/or on behalf of DNA LAW, its associates, trainees and paralegals. The exact scope of the Services provided and the practical aspects related thereto may be separately agreed upon with the Client.
- 1.4. Any solicitation of the Services and/or the signature of the letter of engagement formalizing the mandate given by the Client to DNA LAW (hereinafter the "**Mandate**"), after having taken knowledge of these GTCS, implies the Client's acceptance of the GTCS, as may be amended from time to time. Unless expressly agreed otherwise in writing, the GTCS apply to each assignment entrusted to and accepted by DNA LAW, to the exclusion of all other terms and conditions.
- 1.5. This GTCS are available at all times on the web site of DNA LAW at the address www.dna-law.be (the "**Website**").

2. Obligations of the Client

- 2.1. The Client undertakes to provide correct, precise and up-to-date information both with regard to its/his/her identity and activities and in relation to the nature and scope of the Services specifically requested by the Client. The Client undertakes to inform DNA LAW of any change, of any nature whatsoever, that may affect the proper performance of the Mandate and more generally, the correct execution of the Services.
- 2.2. The Client undertakes to co-operate with DNA LAW in the provision of the Services. This includes, without limitation, providing the required information in a timely manner, refraining from direct contact with any opposing party(ies) and providing comments and/or confirmations in relation to draft documents prepared by DNA LAW.
- 2.3. The Client acknowledges and accepts that the information and cooperation obligations referred to above in this Article 2 are essential for the proper performance of the Services. In the event of a breach by the Client, DNA LAW reserves the right to terminate or suspend the Services, without prejudice to other rights that DNA LAW may have under the Mandate, these GTCS and applicable law.
- 2.4. The Client is exclusively responsible for the information it/he/she provides to DNA LAW. The Customer agrees to indemnify DNA LAW for any liability, damage, expense, claim or cost (including reasonable legal fees), resulting from negligence or intentional breach of the obligations described in Article 2.

3. Obligations of DNA LAW

- 3.1. Without prejudice to Articles 3.2 and 7.1, DNA LAW (i) warrants that it has the expertise and skills required to provide the Services and (ii) provides the Services with the diligence of any legal professional placed in the same circumstances and in accordance with applicable ethical rules. DNA LAW assumes no liability for the provision of non-legal advice. The Client is responsible for deciding whether any documents or advice prepared or reviewed by DNA LAW meet the Client's business objectives.
- 3.2. DNA LAW will use its best efforts to achieve the results desired by the Client. However, the Client acknowledges and accepts that no guarantee of result can be given by DNA LAW considering the nature of the Services, in particular, but without limitation, with respect to legal proceedings. Indeed, the outcome thereof cannot be determined in advance.

4. Beneficiary of the Services

DNA LAW performs the Mandate and the Services for the benefit of the Client exclusively. In no event it shall be referred to the Services other than within the framework of the specific case in respect of which they are provided. Unless otherwise agreed in writing, the advice and any other deliverables of DNA LAW may not be used by third parties and DNA LAW does not accept any responsibility whatsoever towards third parties.

5. Email communications

E-mail messages and any attached files are intended for the exclusive use of the named addressee(s) and may contain confidential, proprietary or information that is legally privileged or otherwise protected by work product immunity. If the Client is not the intended recipient, the Client may not use, copy, disclose, distribute or disseminate the message (or any part of its contents or attachments) or take any action in reliance on it. If the Client has received any message by mistake, the Client undertakes to notify the sender immediately by reply and delete the original and any copies from the Client's system. Although all reasonable precautions have been taken to ensure no viruses are present in outgoing email messages, these cannot be guaranteed to be error free as e-mail messages can be intercepted, modified, lost or contain viruses. DNA LAW does not accept responsibility for any loss or damage arising from the use of e-mail messages or any attached files. DNA LAW therefore recommends to check e-mail messages and any attached files for the presence of viruses prior to the use thereof.

6. Fees – Costs – Invoicing – Payment

- 6.1. Except where otherwise agreed by DNA LAW and the Client under a specific agreement, the fees are invoiced on the basis of the hourly rate of the relevant practitioner(s). Such hourly rates are available upon request and may be revised from time to time.
- 6.2. All fees are exclusive of disbursements and expenses, which will be invoiced separately. Except where expressly agreed otherwise in writing between the Parties, DNA LAW applies a six and a half percent (6,5%) office surcharge covering internal office costs such as, without limitation, typing, copies and tele-communications. DNA LAW further charges all external disbursements and expenses incurred in connection with the Services provided:
 - disbursements: while acting for the Client, DNA LAW is likely to incur expenses on the Client's behalf which will be itemized on a separate invoice. The Client agrees to reimburse DNA LAW for all usual disbursement costs, charges and other expenses reasonably incurred by DNA LAW on the Client's behalf or otherwise in connection with the Services. These may include, for example, external translation costs, bailiffs costs, court fees, stamp duty and registration fees. DNA LAW will advise the Client in advance of any unusual disbursements or charges and seek the Client's approval before incurring them whenever practicable;
 - expenses: DNA LAW will charge all cost travel and travel related expenses, accommodation expenses, transaction fees (including bank fees), courier fees, external copying and document production and other similar expenses necessarily incurred by DNA LAW with third party providers in connection with the Services.
- 6.3. Except in case of VAT exemption, a VAT of twenty-one percent (21%) is charged on all fees (including disbursements and expenses). The invoices of DNA LAW are payable free of any withholding or deduction in respect of any taxes or duties. If the Client is required by law to withhold or deduct tax, the Client shall increase the relevant payment so that, after any withholding or deduction, DNA LAW receives and retains a net sum equal to the amount that the Client owes to DNA LAW.
- 6.4. The fees are invoiced in euro, in principle on a monthly basis. Upon request, invoices will provide a breakdown of time spent by each practitioner, together with the costs and disbursements incurred. The invoices are payable in euro, immediately upon receipt, by banker's draft. Details of the bank account to which payment should be made appear on the invoices. DNA LAW does not accept payments in cash or by credit/debit card. Any question concerning an invoice should be addressed to the partner in charge of the matter. Any protest with respect to an invoice must be notified without delay and in any case within thirty (30) days as from the date of the invoice, failing which the invoice will be deemed irrevocably accepted.
- 6.5. Invoices that remain unpaid generate, automatically and without notice, late payment interest in accordance with the Belgian Act of 2 August 2002 on combating late payment in commercial transactions, as well as a lump sum indemnity of ten percent (10%) of the amount that remained unpaid. DNA LAW is also entitled, upon giving notice in writing, to terminate or suspend all work on the matter to which the unpaid invoice relates.

7. Liability – Assurance

7.1. Without prejudice to the Client's right to bring a claim against DNA LAW, the Client agrees, to the extent such agreement is enforceable under applicable laws and regulation, that there is no assumption of a personal duty of care by, and that the Client will not bring any claim against, any partner or other member, shareholder, employee or lawyer of, or consultant to DNA LAW. The maximum aggregate liability of DNA LAW, its partners, other members, shareholders, employees, lawyers or consultants of whatever nature for any losses or damages, whatsoever and howsoever caused, arising from or in any way connected with the Services, is limited to the amount covered and actually paid by DNA LAW's insurer under DNA LAW's professional liability insurance policies.

7.2. The professional liability of DNA LAW is currently covered by the following insurance policies: : (i) 1st order: lead insurer Amlin Europe NV (with registered office at 1181LD, Amstelveen (The Netherlands), Van Heuven Goedhartlaan 939) and co-insurers Zurich Insurance plc, Belgium Branch (with registered office at 1930 Zaventem, Da Vincilaan 5) and KBC Verzekeringen NV (with registered office at 3000 Leuven, Prof. R. Van Overstraetenplein 2) for an amount of EUR 1.250.000 per claim (collective policy Professional Civil Liability Lawyers No. LXX034899); (ii) 2nd order: insurer AG Insurance (with registered office at Brussels, Emile Jacquainlaan 53) for an amount of EUR 5.000.000 per lawyer and per insured year, complementary and after depletion of the cover in 1st order. The geographical insurance cover is worldwide, with the exclusion of the USA and Canada. Upon the Client's request, DNA LAW will provide the insurance certificates with details of cover.

8. Transfers of funds on behalf of the Client

Monies which DNA LAW receives from the Client or from third parties and which are to be retained on the Client's or on such third parties' behalf, will be placed on a third party account ("*compte tiers"/"derdenrekening"*) with a financial institution of DNA LAW's choice. DNA LAW has no responsibility to any person for a credit failure or other acts or omissions of the aforesaid financial institution or of any other financial institution intervening in the transfer of funds.

9. Ethical and professional obligations of DNA LAW

9.1. The practice of DNA LAW and its lawyers is subject to Codes of Ethics laid down by the French- and German- Speaking Bar Association (www.avocat.be), the

Flemish Bar Association (www.advocaat.be), the French Bar Association of Brussels (www.barreaudebruxelles.be) and/or the Dutch Bar Association of Brussels (www.baliebrussel.be), as applicable to the involved lawyer(s). Additional information on the professional rules under which DNA LAW practices can be obtained from these associations and from the aforementioned websites.

9.2. *Anti-money laundering obligations.* Depending on the nature of the Services to be provided to the Client, DNA LAW may be under the obligation to comply with requirements relating to the prevention of money laundering before DNA LAW can act on the Client's behalf. In such case, DNA LAW will need formal evidence of the Client's identity, its representatives and ultimate beneficiaries. DNA LAW may conduct checks using external electronic databases for this purpose. DNA LAW also need to determine the purpose and anticipated nature of its business relationship with the Client. If DNA LAW is unable to obtain evidence of the Client's identity, its representatives and/ or its beneficiaries or if the Client does not provide DNA LAW with such evidence, DNA LAW may be unable to act for the Client or may have to stop acting for the Client. DNA LAW must report any suspicions of money laundering activity to the relevant Chairman of the Bar Council. DNA LAW may have to stop working on a matter and may not be allowed to inform the Client about such report. DNA LAW is not liable to the Client for the consequences of any such report made in good faith.

10. Applicable law

10.1. The relationship between DNA LAW and the Client as well as the provision of the Services are governed by Belgian law. In the event that the Client has any concern about the Services, the Client may contact the partner responsible for the matter. If this does not lead to a solution, DNA LAW shall attempt to resolve any fee dispute with the Client through the voluntary fee dispute resolution program established by the Flemish Bar or the French and German Bar, as the case may be. If the dispute is not resolved within forty-five (45) days of the start of a resolution attempt with the relevant Bar (for a fee dispute) or for any dispute other than a fee dispute, either DNA LAW or the Client may initiate legal proceedings.

10.2. The courts of Brussels (Belgium) shall have exclusive jurisdiction to settle any such disputes. Without prejudice to the generality of the foregoing, DNA LAW may, at its discretion, initiate legal proceedings and/or claim unpaid fees against the Client before the court within the jurisdiction of the Client's domicile, residence or establishment.

La version française des Conditions Générales des Services est disponible sur simple demande. De Nederlandstalige versie van de Algemene Voorwaarden van de Diensten is beschikbaar op eenvoudig verzoek.

Last update: April 2020.