



TERMS AND CONDITIONS OF INTERVENTION, FEES, COSTS AND DISBURSEMENTS

Applicable to all LEXENA's office members

These general terms and conditions apply to any assignment accepted by the lawyer, including any consequent assignments and new assignments. By assigning a file to the lawyer, the client agrees to these general terms and conditions for this file and any subsequent files, subject to changes of which the client shall be duly informed.

1. LAWYER'S MISSION AND RESPONSIBILITY

The lawyer's mission will be to advise, assist, represent and defend the client. It will include all services needed for the defense of the client's interests.

The lawyer will act diligently, in the best interest of the client, without however being able to guarantee the expected outcome.

The client will immediately inform the lawyer, as fully as possible, of all elements relating to the assigned file and will communicate to him all useful documents in his possession. The same shall apply for any new development or change of circumstances that would occur during the file's processing. In particular, the client shall immediately deliver to the lawyer any procedural act, bailiff's deed, letter of formal notice or document of any kind served on the client.

The lawyer's legal liability is covered by Ethias, a limited company whose registered office is established Rue des Croisiers 24 in 4000 Liège. The insured amount is EUR 1,250,000 per claim, all damages combined. Geographic coverage is global, excluding liability claims under the law or jurisdiction of Canada and the United States.

2. CALCULATION MODE FOR DISBURSEMENTS, COSTS AND FEES

Fees, expenses and disbursements due to the lawyer are set out in accordance with the special conditions established by the client and the lawyer at the beginning of each file. In order to keep the client informed of the cost of his intervention, the lawyer shall regularly send him interim statements.

3. PAYMENT

The client is expected to pay the provisions and invoices sent to him within the payment terms mentioned on the relevant request for payment.

In the event of a delay of more than 30 days, a formal notice will be sent, which causes late interest to be charged at the legal rate. In case of new payment default, legal proceedings will be initiated.

The lawyer may ask the client, without being obligated to do so, one or more provisions.

The lawyer may make its acceptance on a file or its further intervention contingent upon prior payment of the requested provision.

4. THIRD-PARTY PAYER – LEGAL PROTECTION INSURANCE

It may be that the client benefits from the intervention - partial or full - of a third-party payer (for example an insurance company) for the payment of the lawyer's fees. If so, the client will make sure to inform this third party as soon as possible of the dispute and the intervention of the lawyer, and he will inform the lawyer of the conditions of intervention of this third party. The lawyer shall invoice to his client and it is up to the client to bear the fees regardless of the existence or non-existence of a third-party payer. In this case, the lawyer may ask the third party to confirm his intervention and send him the invoices issued to the client's name for payment by such third party.

5. DISPUTES AS TO FEES

In case of dispute as to costs and fees, the client may notify the Chairman of the Bar who will ask the lawyer to provide justifications.

If the dispute persists, the Chairman of the Bar will bring the complaint, through the Bar Association, before the Advisory Commission on Fees of the Brabant's Walloon Bar Association which will have for duty to hear the parties, try to conciliate them and, where appropriate, give an opinion on the costs and fees of the lawyer.

Any other dispute shall be submitted to the exclusive jurisdiction of the courts of the judicial district of the Walloon Brabant.

6. END OF THE LAWYER'S MISSION

In accordance with common practice, each party has the right to terminate the lawyer's assignment at any time without having to provide any justification. In this case, the documents communicated by the client to the lawyer are returned to him or transmitted to his new legal counsel. The lawyer's fees, expenses and disbursements are due by the client for the services performed up to the day his mission ends.

7. THIRD-PARTY ACCOUNT

Funds held by the lawyer for the client are kept in a third-party account opened at a banking institution chosen by the lawyer. The lawyer's liability cannot be incurred in the event of default by the banking institution with which the funds were deposited or by another banking institution involved in the transfer of funds, or for any acts of negligence on the part of the banking institutions. The lawyer is under no obligation to return or transfer to the client funds that such financial institutions would be unable to return or transfer.

8. IDENTIFICATION OBLIGATION

The lawyer is required by law and the rules of the Bar Association to identify and check the identity of his clients, as well as beneficial owners (i.e. natural persons who directly or indirectly own more than twenty five percent of the client or control him in some way, or on whose behalf the intended transaction is to take place); to maintain constant vigilance with regard to elements suggesting money laundering or terrorist financing; and in case of suspicion of money laundering or terrorist financing, to make a declaration to the Chairman of the Bar Association, who can then communicate the information to the Financial Information Processing Unit.

In order to do so, the client shall provide the following information and documents to the lawyer:

- Identity documents and the address of the client who is a natural person;
- The statutes and composition of the client's management entity which is a legal person;
- Identity documents and the address of the client's agents;

- The identity and residence data of the beneficial owners and, where applicable, their identity documents, as well as any subsequent changes to these data.

In addition, further information and documents must be provided regarding clients and beneficial owners who perform certain public functions (politically exposed persons), or who are in an economic or family relationship with such persons.

The lawyer is also entitled to request and receive information on the planned transactions and their context in order to fulfill his duty of care. In this context, information and documents are requested from the client on a case by case basis and specifically by the lawyer. If the lawyer is not in possession of such information or documents within fifteen days of his request, he may terminate the assignment or refuse it without any right for the client to claim compensation.

Data collected by the lawyer is kept in paper or electronic form for a period of at least ten years, and is covered by the solicitor-client privilege without prejudice to his obligation to report to the Chairman in case of suspicion of money laundering or terrorism financing.

9. PRIVACY PROTECTION

The lawyer shall take care to protect the privacy of his clients or third parties in the performance of his duties, and to ensure the confidentiality of the data communicated to him or to which he has access. Any processing of personal data is carried out in accordance with the law of December 8, 1992 on the protection of privacy with regard to the processing of personal data as well as Regulation No. 2016/679 of the European Parliament and of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC ("General Data Protection Regulation" or "GDPR"). The lawyer is responsible for processing this data. The definitions and interpretations regarding the processing of personal data contained in the above-mentioned Belgian Law of December 8, 1992 and in any amendments thereto are applicable to this article.

The objectives pursued are:

- the management and processing of files as part of the mission assigned to the lawyer;
- risk management and quality control;
- client and contact management;
- compliance with the legal and regulatory obligations imposed on the lawyer, particularly with regard to the prevention and anti-money laundering.

Data is not transmitted to third parties, except for the purpose of carrying out the lawyer's entrusted assignment or complying with a legal or regulatory obligation. By providing the data, the client authorizes the lawyer to proceed with the aforementioned processings.

The lawyer shall take appropriate technical and organizational measures to ensure the protection of the data entrusted to him against unauthorized or unlawful processing, as well as the loss, destruction or accidental deterioration of such data. When data is communicated by the client or at his request, the latter guarantees that this communication occurs with the agreement of the persons involved and in accordance with the applicable legislation. The client guarantees the lawyer against any claim of the persons involved. The latter have the right to access and rectify any of their data at any time, and have the right to object to any processing of such data for the purpose of promoting the services of the lawyer. In order to exercise these rights, a signed and dated written request along with a copy of the data's subject identity card should be sent to the lawyer. Any questions relating to the protection of privacy and the processing of data by the lawyer can also be sent to Chaussée de Tervuren 198F / 3 at 1410 WATERLOO or to info@lexena.eu.

10. COMPLIANCE WITH PROFESSIONAL RULES OF CONDUCT

The lawyer undertakes to abide by the rules of conduct enacted by the Brabant's Walloon Bar Association.

Any dispute relating to compliance with the rules of conduct may give rise to a complaint to the Chairman of the Brabant's Walloon Bar Association.

11. APPLICABLE LAW

Belgian law is applicable to lawyer-client relationships.