

1. Racine CVBA ('Racine') is a cooperative non-commercial company with limited liability established under Belgian law, with as object conducting the practice of law ("*beroep van advocaat*" / "*profession d'avocat*"). Racine is registered with the Crossroads Bank for Enterprises under the number 0430.140.164.
2. The person who is, directly or indirectly, shareholder of Racine and who shall provide professional services for Racine can be appointed as 'partner' by Racine, according to the general rules of professional conduct. The person designated as such acts exclusively for the account and risk of Racine in the exercise of his professional practice. Upon request a list of the partners of Racine shall be submitted.
3. The general conditions apply to every instruction accepted by Racine, including any follow-up instructions as well as new instructions, and to the Racine website. These general conditions are available in Dutch, French and English. In case of a dispute regarding the content or the scope of these general conditions, the Dutch version shall prevail. These general conditions can be consulted on the Racine website: www.racinebrussels.eu.

Any conflicting general conditions of the client shall only be applicable with prior written and explicit consent of Racine.

These general conditions may be modified from time to time, so it is recommended to regularly check the Racine website for updates.

4. All instructions are exclusively accepted and executed by Racine, except where expressly agreed otherwise in writing. This also applies if it is client's express or implied intention to have an instruction executed by a specific person. Racine accepts the responsibility and shall be solely and exclusively responsible for the services provided by its partners, lawyers and employees. No other person than Racine has or shall have any obligation towards the client or any other person regarding these services and no other person than Racine is or shall be personally liable for the services they have provided on behalf of Racine. The client accepts not to commence proceedings against any other person than Racine relating to these services.
5. Without prejudice to the provisions in article 4, these general conditions do not only apply to Racine, but also to all persons involved in the performance of the services and/or on whom any liability rests or could rest in connection therewith, including former employees and/or partners, including their heirs.
6. Any liability of Racine is limited to the amount that is covered by the applicable liability insurance policy in the matter concerned. If and insofar for any reason no payment under this liability insurance would occur, any liability as to the principal amount, the costs and interests will be restricted to the amount paid by the client as professional fees for the services rendered on behalf of Racine that gave rise to the liability, with a maximum of 100,000.00 EUR.

In any case, any right to indemnity shall lapse if within one year after the facts upon which the claim is based were known or could have been reasonably known by the client, the case has not been brought before the competent authority.

The aforementioned limitations to liability do not only apply to Racine but also to its shareholders, partners, directors, lawyers and employees.

7. Racine may in the performance of its activities engage third parties on behalf of and for the account of its client. Racine will observe the necessary due care in its selection of third

parties. Racine is not liable for any actions or omissions of third parties. Racine is authorized by the client to accept any limitations of liability of third parties on behalf of the client.

8. Money received by Racine by or on behalf of the client, shall be placed on a trust account of a financial institution chosen by Racine.

Racine may deduct sums from the amounts received on behalf of the client to cover the amounts owed by the client. The client will in such case be notified in writing.

Racine accepts no liability towards the client or towards any other person resulting from the bankruptcy, or any other form of insolvency or any legal act or omission from a financial institution that holds Racine's money or that is used to transfer money. Consequently, Racine cannot be held liable to repay or transfer amounts that the financial institution cannot repay or transfer.

9. Any advice, contract, memorandum, procedural document, document, ... (hereafter referred to as "Documents") that is made by Racine, is only for the client's benefit and is only given in the context of the matter for which it was made. Third parties may not use these Documents, nor may third parties rely upon these Documents. The client agrees not to disclose these Documents to third parties without Racine's prior written consent (unless, if necessary, to other professional advisors of the client, but without creating any obligation for or liability of Racine towards them). Racine's duty of care only applies towards the client. It does not extend to third parties, unless Racine accepts this responsibility explicitly and in writing.
10. The client shall hold Racine harmless against all third party claims that relate in any way to or arise from the client's instruction and/or the services rendered for the client. Such indemnification shall also include the costs of the defense.
11. Unless otherwise agreed, the fees are calculated on the basis of the number of hours worked, multiplied by the hourly rates that are determined by Racine annually.
12. Expenses paid by Racine for the benefit of the client will be charged separately. To cover the general office expenses (e.g. costs relating to post, telephone, fax, copy and scan etc.) a percentage of the fees may be charged.
13. All amounts are exclusive of VAT and of any other tax, surcharge or similar increase that the client, payer or Racine is required to charge on the basis of the applicable regulations.
14. The advance payment invoices, professional fees and expenses statements are due within one month from the date of dispatch. In the absence of a timely payment interests are due automatically and without notice in accordance with the Law of 2nd of August 2002 on combating late payment in commercial transactions.
15. Racine is subject to the law of Law of 18 September 2017 relating to the prevention of the use of the financial system for money laundering and financing terrorism.

Under such laws Racine has to identify its clients and to retrieve and preserve some documentary evidence.

Suspicious transactions have to be reported to the President of the Bar, who will transmit the information to the Belgian Financial Intelligence Processing Unit ("*Cel voor Financiële Informatieverwerking*"). This reporting requirement does in principle not apply to a (potential) legal dispute.

16. Racine respects your privacy and processes personal data solely in the context of its assignments and related services and activities, such in compliance with the applicable regulations (in particular Regulation n° (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data). This processing is performed on the basis of your consent, the arrangements with the client, to protect your interests and/or to comply with a legal obligation. You acknowledge that the processing of personal data is necessary to allow Racine to carry out its assignments, which is impeded if these data are not provided. Racine retains your data for a minimum period of 5 years after terminating its assignments for the client, or for a longer period as agreed with the client.

You have the right to be informed about your personal data that Racine processes and to request the rectification of inaccurate data, the deletion of your data and/or the restriction of the processing, to the extent provided by the applicable regulations. In addition, you have the right to object to processing and to request the transfer of your personal data, once again as per the applicable regulations. If Racine's processing is based on your consent, you have the right to withdraw your consent at any time, without prejudice to the lawfulness of processing in the past. You may exercise these rights by sending a written request to Racine (see contact details below), dated and signed, with a copy of both sides of your identity card annexed thereto. In case of problems, you have the right to lodge a complaint with the Belgian Privacy Commission or Data Protection Authority.

17. Racine and its lawyers are subject to the applicable professional regulations of the Bar of Brussels. You can consult these regulations at <http://www.baliebrussel.be> or <http://www.barreaudebruxelles.be>.
18. The legal relationship between the client and Racine is exclusively governed by Belgian law. Every dispute must first be submitted to the competent President of the Bar. Thus, if no solution can be reached, the party that first takes action can submit the dispute to the competent judge of the judicial district of Brussels (namely the Justice of Peace of the First canton of Brussels, The Brussels' Court of First Instance or the Brussels' Commercial Court).
19. In case of questions or for more information, you can contact us by e-mail to contact.brussels@racine.eu or at the following address: Access Building, Keizer Karellaan 586 / bus 9, B - 1082 Brussel, Belgium.