

## GENERAL CONDITIONS

### 1. Fields of application and change to the general terms and conditions –

#### 1.1. Lime

The law firm LIME SRL/BV (“LIME”) is a limited liability company (*société à responsabilité limitée/besloten vennootschap*) incorporated under the laws of Belgium and has its registered office in Brussels. All lawyers who work in this law firm, are registered with the *Ordre Français des avocats du Barreau de Bruxelles* (the French-speaking Order of the Brussels Bar) or the *Nederlandse Orde van Advocaten bij de Balie te Brussel* (the Dutch-speaking Order of the Brussels Bar).

#### 1.2. Adherence

These general conditions (the “General Conditions”) apply to all work performed or work that will be performed by or on behalf of LIME and to all legal relationships between LIME and third parties arising from or in connection with such work. Entrusting LIME with a matter implies the client’s acceptance of the General Conditions for this first matter as well as for matters which the client will assign to LIME later, without prejudice to any amendments that will be made to those General Conditions from time to time of which the client will be informed about them in due course. However, if the client only read or received the General Conditions after having entrusted a matter to LIME, the client’s non-withdrawal of the matter from LIME after having received the General Conditions will be considered its acceptance of LIME’s General Conditions.

### 2. Relationship between lawyer and client –

#### 2.1. Contact information and response time

LIME values greatly availability and responsiveness to its clients’ requests. Any request may be sent seven days a week to the following:

LIME SRL  
Avocats  
Rue de la Senne 19 1000 Bruxelles  
Telephone : +32(0) 2 348 43 60  
E-mail : [info@lime.law](mailto:info@lime.law)

The lawyers of LIME shall follow it up promptly and in any case, in principle at the very latest the business day following its reception, including those received on a day off or on a weekend. The lawyers of LIME, of course, take into account the demands and possible hurry of the case, and shall then give an immediate response to messages requiring a rapid answer.

## 2.2. Disclosure of items and professional secrecy

In order to ensure an optimum processing of the case, it is important to forward all of the relevant information and documents in due course, it being understood that any forwarded information or document is covered by professional secrecy and may not in any case be disclosed, in whole or in part, without the client's prior agreement, unless it is required so by law or a competent authority.

Except if otherwise expressed by the client, LIME's intercession in a case may be mentioned confidentially, i.e. without the client's name, to the press or otherwise. If the existence of the file is made public, its mention may be made non-confidentially.

## 2.3. Third party assistance

If third parties are called upon to provide services in connection with the work assigned to LIME, LIME will, to the extent appropriate, consult with the client in advance and will exercise due care in selecting such third parties. LIME is not liable for any failure or default by any such third party in the latter's performance of its services. LIME has the right to accept, on behalf of the client, any limitation of liability stipulated by any such third party.

## 2.4. Conflicts of interest

The lawyer's ethical rules allow, subject to strict compliance with the rules of professional secrecy, to accept matters for clients whose activities could be similar to those of other clients. They also allow the lawyers of LIME to represent clients (whose interests might conflict with those of another client) in matters for which that client does not consult the said lawyer on a regular basis.

## 2.5. Archives

LIME is obliged by law to archive all files once the matter is closed. The original evidence or documents that have been entrusted to LIME are returned to the client. Archives are kept for a period of five years from the matter's closing date and are automatically destroyed at the end of the five-year period.

# 3. Financial aspects –

## 3.1. Fees

3.1.1. The fees that will be charged for the performed services for a case, will be charged in accordance with the special conditions, in principle, to hourly fee, mentioned in the « engagement letter », that will be in principle sent to the client and, except in cases of emergency, before the beginning of LIME's intercession and in any case as soon as possible after opening the case file. The fees are in principle calculated per unit of ten (10) minutes based on hourly rates that have been agreed with the client. LIME may change these rates from time to time.

3.1.2. In principle, these costs are invoiced by means of intermediary statements. LIME's fees may also be invoiced by means of provisional statements, taking into account notably the complexity, the emergency and the importance of the case to be handled.

3.1.3. All statements of fees of LIME must be paid within fifteen (15) days from the end of the month the statement has been sent. If an invoice or statement is not timely paid, interest will be charged to the client automatically and without prior notice starting from the due date and at legal rate. In addition, a fixed amount equal to 15% of the invoiced amount (with a minimum of EUR 1,000 and a maximum of EUR 5,000) will be charged to the client as fixed damages without prejudice to LIME's right to seek compensation for the effectively suffered damage and costs incurred.

3.1.4. The fees calculated in accordance with the present article, cover the general costs but do not cover the costs of travel and/or accommodation outside the Brussels area, the judicial and procedural costs, the specific expenses (amongst others translation, expert assessments, consultation of professionals outside of our firm, creation of data room, fiscal stamps, registered mail, express courier, etc.)

To cover our sundry expenses (i.e. secretarial work, typing, telephone, fax, ICT and postal services) the fees shall be increased by a 2,5% office surcharge.

Nor do they cover the outlays (bailiffs, clerks, experts, translators, retainers and consignments, and court fees or others).

Excepts emergencies or exceptional circumstances, the above-mentioned costs and outlays are to be settled directly by the client to the court officer.

### 3.2. Value added tax

All services rendered by the lawyers of LIME are subject to Belgian VAT at the applicable rate (currently 21%) on condition that such services, under the Belgian VAT Code, are considered to have been supplied in Belgium. If the services are considered to have been supplied abroad, all sums quoted and invoiced do not include VAT, but such services can be subject to VAT in the country where the client is located.

## 4. Professional liability –

### 4.1. Limitation of liability

Any and all liability of LIME in respect of any work performed by or on behalf of LIME or otherwise relating to an assignment given to LIME is limited to the amount which is effectively covered in the particular case under the professional indemnity insurance programme taken out by LIME. The limit of indemnity under this programme is currently EUR 25,000,000.00 per loss.

### 4.2. Third parties

The contract or relationship between the client and LIME does not create or give rise to—nor is it intended to create or give rise to—any third-party rights. No third party has any right to enforce or rely on said contract or relationship which does not confer any right or benefit to any third party, directly or indirectly, expressly or implicitly.

The client indemnifies LIME and holds LIME harmless from and against all claims, demands, and actions of any nature, except if wilful misconduct or gross negligence on the part of LIME is found. Such claims, demands, and actions can be made or brought by any third party against LIME. They can result directly or indirectly from or relate to the work or services performed or to be performed by or on behalf of LIME for the client. They can also relate to the assignment given by the client to LIME. Such claims, demands, and actions can include, without limitation, any damages, costs, or expenses incurred by LIME in connection with them. If any payment is made by the client in this respect, the client may not seek recovery of that payment from LIME at any time.

## **5. Regulations governing money laundering –**

Under the law and the rules of the Bar, any lawyer must (i) identify and verify the identity of its clients as well as the matter's ultimate beneficiaries (i.e., the natural persons who directly or indirectly has more than 25% share of or any other manner of control over the client or on behalf of whom the envisaged transactions are to be executed); (ii) exercise continuous vigilance concerning elements that might be indicative of money laundering or terrorism financing; and (iii) if any money laundering or terrorism financing is suspected, report it to the President of the Bar Association who can inform the Financial Intelligence Task Unit about the facts of the suspicious matter or transaction.

In order to enable LIME to comply with these identification and verification obligations, the client must submit the following documents to LIME: (a) If the client is a natural person: appropriate documents evidencing the client's identity and permanent residence; (b) If the client is a legal entity: the entity's articles of association or charter and the composition of the entity's board of directors; (c) appropriate documents evidencing the identity and the permanent residence of the client's agents or representatives; (d) the identity and the permanent residence of the ultimate beneficiaries and, if requested, appropriate documents evidencing their identity; and (e) any eventual changes to any of the data in the documents mentioned above.

## **6. Primacy, invalidity, divisibility –**

These General Conditions apply to the exclusion of all other conditions. Each clause or term constitutes a separate and independent provision. If any provision is judged to be void or unenforceable, the remaining provisions continue to be valid.

## **7. Applicable law and jurisdiction –**

All disputes arising from or in connection with (i) the work performed by the lawyers of LIME or on behalf of LIME or commissioned to LIME and/or (ii) the legal relationship between LIME and the client or other third parties involved in the client's matter are governed by Belgian law to the exclusion of all other laws. All disputes are to be submitted to the exclusive jurisdiction of the competent courts in Brussels which will exclusively hear and decide on the dispute. The applicable law and competent courts apply to counterclaims, side claims, or claim for indemnification, without prejudice to the competence of any professional organisations that have authority over the lawyers of LIME.