

GENERAL TERMS AND CONDITIONS

1. EVERRAES BV BVBA/SC SPRL (“VERRAES”) is a civil partnership that takes the form of a limited liability company (*burgerlijke vennootschap onder de vorm van een BVBA/société civile sous la forme d'une SPRL*), incorporated under Belgian law for the purpose of providing legal services.
2. These general terms and conditions are for the benefit of VERRAES, as well as its partners, any other persons working for or in association with VERRAES, any persons engaged by VERRAES, and any other persons for whom VERRAES may be held responsible. These terms and conditions apply to all files handled by VERRAES as soon as they have been provided to the client, without any further separate communication to this end being required for matters subsequently entrusted to VERRAES.
3. VERRAES's liability shall in any case and regardless of the cause of the damage be limited to the amount which, in the relevant case, is paid pursuant to the relevant professional liability insurance policy, plus the amount of the deductible which must be borne by VERRAES pursuant to the applicable insurance policy in the matter concerned. If, for whatever reason, no payment takes place under the aforementioned insurance, the liability will be limited to the amount of fees paid to VERRAES in the relevant case during the relevant year, with a global cap of 50,000 EUR. In any event, any right to compensation shall expire if the claim is not brought before the competent court within one (1) year after the facts on which it is based become known to the client or should reasonably have become known to the client.
4. In acting upon instructions, VERRAES may call upon (and is responsible for) its lawyers and employees and, where appropriate, may engage third parties to provide services. VERRAES is not liable for any damage caused by third parties, unless expressly provided otherwise.
5. Third parties engaged in connection with the performance of a client assignment may wish to limit their liability in relation thereto. VERRAES expressly stipulates that all client assignments also confer on it the express or implied authority to accept such limitations of liability in the name and on behalf of its clients.
6. Any fee estimate provided by VERRAES is an approximation only. If any of the assumptions on which an estimate is based proves to be incorrect or if the instructions or scope of the assignment change, VERRAES's estimate may no longer be accurate. No estimate should therefore be considered definitive.
7. VERRAES's statements of fees are due and payable within fourteen (14) days from the date of the statement. If an advance is requested, it must be paid immediately and in any case before VERRAES must provide any services. Unless provided otherwise, VERRAES's statements of fees are governed by the Act of 2 August 2002 on the fight against late payment in commercial transactions. All past due balances shall, without further notice, be increased by (i) interest for late payment at the statutory rate determined by the Act of 2 August 2002 and (ii) a supplement of 10% of the balance due to cover extrajudicial (*i.e.* collection) costs. This supplement shall be at least 250 EUR and is without prejudice to VERRAES's right to claim additional damages for any actual harm suffered or costs incurred. In the event of non-payment, VERRAES may also suspend performance of the assignment, after informing the client thereof. In that case, VERRAES shall not be liable for any damage or loss resulting from the suspension of services.

8. VERRAES is obliged to comply with the provisions of the anti-money laundering legislation which aims to prevent the use of the financial system for money laundering and the financing of terrorism (such as the Act of 11 January 1993, as amended). To this end, clients must promptly submit any and all information requested by VERRAES in order for the latter to comply with its obligations imposed by this legislation.
9. The legal relationship to which these general terms and conditions apply shall be governed by and construed in accordance with Belgian law. Any dispute between VERRAES and a client or between a client of VERRAES and persons for which VERRAES is responsible, shall be submitted to the exclusive jurisdiction of the Brussels courts. Notwithstanding the foregoing, VERRAES reserves the right to take legal action before any other competent court, such as the relevant court in the client's jurisdiction.
10. These general terms and conditions can be relied on not only by VERRAES, but also by any person engaged by VERRAES in the performance of a client assignment as well as former employees and lawyers of VERRAES if they are held liable, after leaving VERRAES, for work which they performed for VERRAES.
11. VERRAES may at any time incorporate special conditions into its engagement letter with the client, in particular as regards conflicts of interest and fee arrangements. If expressly agreed with the client, such special conditions may derogate from these general terms and conditions.
12. These general terms and conditions are subject to amendment from time to time, in which case the client shall be informed of any changes made. The new terms and conditions will enter into force one month after the client is notified thereof, unless the latter objects to the modification in writing within one month's time. The applicable general terms and conditions can be found at all times at www.verraes-law.com.

1 January 2013.

NOTIFICATION

EVERRAES BV BVBA/ SC SPRL processes - as a data controller within the meaning of the Personal Data Protection Act of 8 December 1992 - personal data (of contact persons) of its clients, in the framework of the provision of its services and in order to comply with its statutory obligations.

VERRAES may also (upon request or not) send information regarding its products or services (such as newsletters and invitations) by mail, email or any other means, or contact clients by telephone. Insofar as necessary, it is assumed that the contact details, amongst which the electronic contact details, provided to VERRAES (by a contact person) of a client, are also provided and disclosed for the transmission of communications for VERRAES's "marketing" purposes.

The client is entitled, at any time, to object to the use of his personal data for "direct marketing" purposes and/or to the (future) receipt of (certain) marketing information by sending a request to this end to Verraes Lawyers, Brugmannlaan 16, 1060 Brussels, or to contact@verraes-law.com. The client is entitled to request VERRAES to grant him access to his personal data as processed by VERRAES and/or to correct, complete or delete his personal data. Any access and/or correction request must be sent to Verraes Lawyers, Brugmannlaan 16, 1060 Brussels, or to contact@verraes-law.com.