

GENERAL TERMS AND CONDITIONS

September 2023

1. Legal information

1.1 Van Gompel Advocaten BV (BE0711.725.721, KBO 0711.725.721, 3500 Hasselt, Belgium, Genkersteenweg 429, RPR Antwerp, dep. Hasselt) ("VGA") is a group of lawyers with the aim of practicing the legal profession in the broadest sense. **1.2** VGA is the sole contracting party to clients for any legal services provided by our lawyers or employees. **1.3** Our lawyers are authorized to practice the profession of lawyer (in Belgium and/or in one of the countries of our Spanish desk). VGA and its lawyers are insured for professional liability in accordance with the applicable deontological rules.

2. Applicability

2.1 The relationship between VGA and its clients is governed by these general terms and conditions, to the express exclusion of the general terms and conditions of the clients. **2.2** These general terms and conditions are sent to the client when the file is opened and/or the client file is created and deemed to have been accepted by the client by signing the order confirmation or by lack of objection expressed by the client within 14 calendar days of receipt of the general terms and conditions (e.g. upon opening the file or receipt of an invoice).

3. Confidentiality, professional secrecy and privacy

3.1 VGA treats the files and information entrusted to it with due care and professional seriousness. In this respect, VGA assumes an obligation of means. VGA will treat client information confidentially and in accordance with the legal requirements of professional secrecy. **3.2** Following its assignment, VGA processes information of the clients, including personal data. VGA is the controller of the data processing that is thus established. In our privacy statement you will find all useful detailed information about this topic. In case of questions, you can contact us via (0032)11 281 280 or info@vga.law.

4. Information – Course of the file

4.1 VGA informs the client punctually about the progress of the assignment/case. The client receives a digital copy of (the most relevant documents of) the file or (partial) access to it. **4.2** The client provides VGA promptly and during the entire duration of the assignment, if necessary, at the request of VGA, all useful information for the file. In the absence of this information, it is possible that VGA cannot (fully) carry out its assignment, in which case VGA shall not be responsible for any damage caused to the client.

5. Recourse to third parties

5.1 In the performance of its services, VGA calls on specialized third parties, including bailiffs, translators, notaries, experts, accountants. **5.2** The costs for these external services are invoiced directly to the client. The client is responsible for prompt payment thereof.

6. Fees and costs

6.1 VGA charges fees for its services, either on the basis of the applicable hourly rate, of which the client is informed and which he approved by signing the order confirmation, or on the basis of a specifically agreed rate. External costs advanced by VGA, such as travel costs, DPA filing, etc., are also charged. **6.2** The aforementioned items are invoiced periodically (monthly or biweekly). Each fee note/invoice is accompanied by a detailed overview of the services for the period in question. **6.3** Any fee note/invoice for services rendered by VGA is payable within 14 calendar days, unless a different due date is provided on the document in question and/or other written payment agreements between VGA and the client apply. **6.4** For the invoicing of services provided and the collection of invoiced amounts, VGA calls on "VGA EUREGIO" (with address at Genkersteenweg 429 3500 Hasselt Belgium, VAT BE0804.699.627 and KBO 0804.699.627). VGA EUREGIO will therefore have access to certain personal data of VGA's customers for the purpose of the aforementioned invoicing and collection. VGA EUREGIO is considered a processor on behalf of VGA. More information about this can be found in VGA's online privacy statement. **6.5** In the event of a complaint or protest regarding a fee note/invoice from VGA, the client will inform VGA of this in writing within 14 days of receipt. **6.6** Any unpaid fee note/invoice will be increased by operation of law and without notice of default with conventional interest from the due date in accordance with the Belgian Law of August 2, 2002 ("Wet Betalingsachterstand Handelstransacties"). **6.7** In the event of non-payment, VGA is entitled by operation of law and without notice of default to suspend its future work until the moment that all amounts due have been paid in full, without compromising the interests of the client. **6.8** VGA reserves the right to adjust its fee rates annually.

7. Prevention of money laundering and identification obligations

The Act of 18 September 2017 on the prevention of money laundering and terrorist financing obliges VGA to take a number of identification measures regarding clients and/or to act if certain, legally established, alarm criteria are met. This identification and vigilance obligation extends, in some cases, to our clients' agents, such as directors and ultimate beneficial owners (so-called "UBO").

8. Liability

8.1 VGA and its lawyers are insured for professional liability in accordance with the applicable deontological rules. The liability of VGA and its lawyers is limited to the conditions and amounts insured under professional indemnity insurance. **8.2** If, for whatever reason, no payment under the professional indemnity insurance should be made, the liability of VGA and its lawyers is limited in principal, costs and interest to the amount of the fees paid by the client for the services provided by VGA that gave rise to the liability.

9. Applicable law – Competent court

Belgian law applies to these terms and conditions. In the event of a dispute, the courts of Hasselt (Belgium) have exclusive jurisdiction.