

## **GENERAL TERMS AND CONDITIONS OF SALE**

1. **Younity scrl (“Younity”)** is a limited liability cooperative law firm. Its corporate object is the practice of the legal profession. The company is established in accordance with Belgian law and is registered with the Banque Carrefour des Entreprises [Crossroads Bank for Enterprises] under number 0846.902.050; it is subject to VAT.

2. **Scope of application.** These general terms and conditions apply automatically to all relationships between Younity and its clients and all assignments accepted by Younity unless exceptionally agreed otherwise in writing by a Younity partner. Without prejudice to Article 3 of these general terms and conditions, those applicable not only to Younity, but also to any persons involved in the execution of assignments entrusted to Younity. The general terms and conditions may, where applicable, be updated. They are available on the internet site [www.younity.be](http://www.younity.be). In case of discrepancies between the English, French and Dutch versions, the French version shall prevail.

3. **Instructions and assignments.** All instructions and assignments are deemed to have been entrusted to Younity, including the instructions and assignments, which are explicitly or implicitly intended to be handled by a specific individual. Consequently, only Younity can be held liable for the services provided by its partners, lawyers and personnel.

4. **Insurance and liabilities.** Younity’s professional liability is limited to the amounts covered by Younity’s available insurance coverage. If, for whatever reason, no amount is foreseen on the basis of this (these) insurance policy (policies), Younity’s liability shall in all cases be limited to €5,000,000. In all cases, Younity will not be liable to compensate the client for any claim whatsoever, unless Younity has been informed in writing of such claim within a period of one year from the time the client became aware or should have reasonably become aware of an event or circumstances that give or can give rise to such a claim.

5. **Intervention of third parties.** If necessary, Younity may rely on third parties to fulfil the assignments carried out on behalf of the client. Younity shall select the third parties with care and is not liable for any act or omission resulting from third parties. The client authorises Younity to accept on its behalf any limitation of liability imposed by third parties. Unless otherwise agreed, the client shall be directly liable to pay the fees and expenses of third parties called on by Younity.

6. **Services provided.** The services provided by Younity are exclusively carried out to the client’s benefit and cannot be used by third parties. The client accepts and undertakes to preserve the confidential nature of the content of services provided by Younity and not to disclose them to any third party without Younity’s prior written authorisation. The client shall indemnify Younity for any claim originating from a third party and shall indemnify Younity for all the reasonable expenses to which Younity must expose itself in order to defend itself of any such claims.

7. **Third party accounts.** The funds received by Younity from the client or a third party that must be kept for them shall be placed in a third party account with a financial institution selected by Younity. Younity does not incur any liability in case of failure of the financial institution concerned or any other financial institution involved in the transfer of funds, or for all other actions or negligence of financial institutions.

8. **Termination of the mission.** The client may at any time terminate the relationship with Younity. Under these circumstances, the client is required to remunerate the services rendered prior to the notification of the termination of the relationship and bear the costs incurred by Younity prior to this notification. Younity may terminate the relationship with the client in accordance with the applicable ethical rules.

**9. Fees and expenses.** Unless otherwise stipulated, Younity's fees shall be calculated on the basis of the number of hours worked (including the travel time), multiplied by the applicable hourly rate, which may be modified from time to time. The expenses incurred by Younity in carrying out its duties such as travel expenses, bailiff costs... shall be billed separately. A percentage of the fees shall be billed separately in order to cover the office expenses (postage, telephone, fax, photocopies...). The amounts for services rendered are excluding VAT and taxes, payable by the client in accordance with the existing regulation. These services shall be mainly billed on a monthly basis and shall be payable within 30 days from the billing date. In case of delay in payment, Younity reserves the right to claim 8.5% moratory interest from the due date, without notice, as well as 15% of the invoiced amount in damages and interest with a minimum of € 500, without prejudice to the right to claim a compensation for the damages suffered and the costs incurred. Any claim must be formulated within 30 days following receipt of the fees and expenses invoice, and in default thereof this will be irrevocably considered as accepted.

**10. Intervention of a third party payer.** When the client benefits from the intervention of a third party payer (insurance company for example), it will make sure to notify the third party payer as soon as possible of the dispute and services rendered by Younity. In addition, it will inform Younity of the terms and conditions of the third party payer's intervention. The client remains obligated to pay Younity's invoices, regardless of whether or not they are taken care of by this third party. If necessary, Younity may request this third party to confirm its intervention and inform it of the invoices issued in the client's name for payment by this third party.

**11. Ethics.** Younity as well as the lawyers working there comply with the applicable ethical rules of their Bar Council for the provision of lawyer services.

**12. Money laundering.** Under the applicable anti-money laundering legislation, Younity is required (i) to proceed with the identity verification of its clients and their effective beneficiaries (i.e. the natural persons, who, directly or indirectly, control more than 25% of the client or control it in another way, or on behalf of whom the planned operation must occur), (ii) exercise on-going due diligence with regard to the indicative evidence of money laundering or terrorist financing and (iii) in case of suspicion of money laundering or terrorism financing, to report it to the President of the Bar Association, which can then communicate the facts to the Financial Intelligence Processing Unit. The client accepts to provide all relevant information, documentation and evidence if this becomes necessary. In addition, Younity reserves the right to suspend its services with immediate effect from the moment it is informed or is suspicious about an unusual transaction.

**13. Confidentiality.** Younity protects the privacy of its clients or third parties and ensures the confidentiality of the data communicated to it or to which it has access. The personal data are treated in accordance with the law of December 8, 1992 relating to the protection of privacy. The data are not passed on to third parties, except for the purpose of executing the mission entrusted to Younity or to comply with a legal or regulatory obligation. Younity takes the appropriate operational measures in order to protect the personal data against any unauthorised or unlawful processing or against the loss, destruction or accidental deterioration of this data. When the client transmits personal data, he guarantees to Younity that it is with the approval of the individuals concerned and in accordance with the applicable legislation and protects Younity against any claim from these individuals. Furthermore, the latter enjoy a right of access and correction of data concerning them at all times.

**14. Applicable law and competent court.** Belgian law governs the contractual relationship that exists between the client and Younity. The disputes relative thereto will be brought before the Brussels courts.