

General Terms and Conditions NautaDutilh BVBA/SPRL

1. NautaDutilh BVBA/SPRL ("NautaDutilh"), with its registered office at 120 Chaussée de la Hulpe/Terhulpesteenweg 120, 1000 Brussels, and company number 0479.249.878 (social insurance fund and business desk: Xerius, Vesaliusstraat 31, 1000 Brussels), 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 NautaDutilh, as well as its partners, any other persons working for or in association with NautaDutilh, any persons engaged by NautaDutilh, and any other persons for whom NautaDutilh may be held liable. These terms and conditions apply to all files handled by NautaDutilh 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 us.
3. The professional liability of lawyers working for NautaDutilh is insured primarily by Amlin Europe NV, 9 King Albert II Avenue, 1210 Brussels (for lawyers affiliated to the Flemish Bar Association), and ETHIAS, Rue des Croisiers 24, 4000 Liège (for lawyers affiliated to the French- and German-speaking Bar Associations). In addition, NautaDutilh has supplementary professional liability insurance policies with ETHIAS, Rue des Croisiers 24, 4000 Liège, and AIG Europe, Boulevard de la Plaine 11, 1050 Brussels. These insurance policies provide coverage worldwide, with the exception of the United States and Canada. NautaDutilh also has a policy providing global coverage with Allianz Nederland Groep N.V., Coolsingel 139, 3012 AG Rotterdam.

NautaDutilh'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 NautaDutilh pursuant to the applicable policy in the matter concerned. If, for whatsoever reason, no payment is made under any of the abovementioned insurance policies, NautaDutilh's liability will be limited to three times the fees paid to NautaDutilh in relation to the matter concerned during the relevant year, capped at EUR 500,000.

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, NautaDutilh may call upon (and is responsible for) its lawyers and employees and, where appropriate, may engage third parties to provide services. NautaDutilh 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. NautaDutilh 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 NautaDutilh is an approximation only. If any of the assumptions on which an estimate is based prove to be incorrect or if the instructions or scope of the assignment change, NautaDutilh's estimate may no longer be accurate. No estimate should therefore be considered definitive. All quoted figures exclude VAT using NautaDutilh N.V.'s notarial services, see www.nautadutilh.com/en/legal-information/ for further information.
7. NautaDutilh's statements of fees are due and payable within thirty (30) days from the date of the statement. If an advance is requested, it must be paid within eight (8) calendar days and in any case before NautaDutilh provides any services. Unless provided otherwise, our 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 outstanding balance to cover extrajudicial (i.e. collection) costs. This supplement shall be at least EUR 250 and is without prejudice to NautaDutilh's right to claim additional damages for any actual harm suffered or costs incurred.

In the event of non-payment, NautaDutilh may also suspend performance of the assignment, after informing the client thereof. In that case, NautaDutilh shall not be liable for any damage or loss resulting from the suspension of services.

8. NautaDutilh 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, the client must promptly submit any and all information requested by NautaDutilh in order to allow us to comply with our obligations under 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 NautaDutilh and the client or between the client and persons for whom NautaDutilh is responsible shall be submitted to the exclusive jurisdiction of the Brussels courts. Notwithstanding the foregoing, NautaDutilh 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 NautaDutilh but also by any person engaged by NautaDutilh in the performance of a client assignment as well as by former employees and lawyers of NautaDutilh if they may be held liable, after leaving NautaDutilh, for work they performed for NautaDutilh.
11. NautaDutilh 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 applicable terms and conditions may be found at all times at www.nautadutilh.com).

1 August 2017

Our Privacy/Cookie Policy can be read on our website under 'Privacy/Cookie Policy'.