

General Conditions

1. Stibbe Avocats is a partnership, organised and existing under Luxembourg law, whose purpose is to engage in the practice of law (profession d'avocat), with its registered office at Rue Jean Monnet, 6, 2180 Luxembourg.
2. All instructions from clients are solely accepted and carried out by Stibbe Avocats. This applies also if the client gives the instruction expressly or impliedly with the intention that it will be carried out by a specific person who is associated with Stibbe Avocats. Such "associated person" is understood to be a current or past partner, lawyer, employee, and/or shareholder of Stibbe Avocats. These "Persons" can be natural persons and/or legal persons (legal entities). Stibbe Avocats accepts responsibility (and is solely and exclusively responsible) for the services rendered by all persons associated with Stibbe Avocats. No one other than Stibbe Avocats has or will have any obligation towards the client or any other person with regard to these services, and no one other than Stibbe Avocats has or will have any personal liability for the services they have rendered on behalf of Stibbe Avocats. The client accepts that it will not bring any action against any other person than Stibbe Avocats with regard to these services.
3. Stibbe Avocats is part of an international cooperation with Stibbe offices in Amsterdam, Dubai, London, Brussels, and New York (with the latter office having separate branch offices practicing Dutch Law and Luxembourg Law), with each of them conducting its law practice through its own independent legal entity or cooperation. If another Stibbe office other than Stibbe Avocats renders services for the client, the client has the option to either (i) have a direct legal relationship with Stibbe Avocats only with the other offices acting as subcontractor to such office or (ii) have a direct legal relationship between the client and each of the relevant Stibbe office and to which in each option the general conditions of those offices apply. These respective general conditions include limitations of liability and can be accessed under http://www.stibbe.com/general_conditions. The legal relationship with Stibbe Amsterdam, Dubai, London, or the Dutch law branch office in New York is governed exclusively by Dutch law; and the client's relationship with Stibbe Luxembourg and the Luxembourg branch office in New York is governed by Luxembourg law. Stibbe Avocats itself will solely advise on matters regarding Belgian law, which is understood as including the law of the European Union.
4. Except to the extent that it is legally not permissible to limit liability, any and all liability of Stibbe Avocats, any other persons associated with Stibbe Avocats, all persons involved in carrying out instructions from the client, and/or who are or can be liable in any way in connection therewith, is limited to the amount paid out under Stibbe Avocats's applicable liability insurance policy or policies in the matter concerned (with a minimal coverage of 2.50M€), to be increased by the applicable amount of own-risk coverage under these policy or policies. Any claim against any one of the persons referred to in this article is invalid in any event if Stibbe Avocats is not given written notice within one year after the discovery of an event or circumstance that gives or can give rise to liability.
5. Stibbe Avocats has the right to—in the name and on behalf of the client—engage third parties in the performance of its services, which includes the other Stibbe offices under the subcontracting relationship referred to above. Stibbe Avocats will exercise due care in its selection of these third parties. Stibbe Avocats is not liable for any acts or omissions of these third parties. Stibbe Avocats is authorised by the client to accept on behalf of the client any third party's limitations of liability.
6. Funds that Stibbe Avocats receives from the client and that Stibbe Avocats should keep for the client will be placed in a third-party bank trust account opened with a financial institution of Stibbe Avocats's choosing. Stibbe Avocats accepts no liability towards the client or any other person for a credit failure or other acts or omissions of any financial institution in which Stibbe Avocats keeps the funds or through which Stibbe Avocats transfers the funds. Consequently, Stibbe Avocats cannot be held liable for the sums that it or the financial institution in question cannot pay back or transfer.
7. Any advice given by Stibbe Avocats is given only to the client and solely for the purpose of the matter in respect of which it is given. Stibbe Avocats's advice may not be used or relied upon by third parties. The client agrees that it will not disclose Stibbe Avocats's advice to any third party without Stibbe Avocats's prior written consent (unless, if necessary, such disclosure is made to other professional advisers of the client who are bound by a duty of confidentiality, but without giving rise to any duty or liability on Stibbe Avocats's part towards them). Stibbe Avocats's contractual obligations apply towards the client only and do not extend to third parties, unless if Stibbe Avocats accepts such extended responsibility expressly and in writing, in which case these general conditions, including the cited limitations of liability, will be applicable.
8. Without prejudice to article 2, these general conditions including the limitations of liability apply in favour of Stibbe Avocats can also be relied upon by and apply in favour of all persons involved in carrying out instructions from the client and/or who are or could be liable in any way in connection therewith, including persons associated with Stibbe Avocats and other Stibbe offices (to the extent that no separate agreements or general conditions are in force, including

as the case may be as a result of a subcontracting relationship being in place as referred to above) or their respective legal successors.

The client indemnifies Stibbe Avocats and all other persons mentioned in the preceding sentence against all third-party claims that arise from, or are in any way connected with, the instructions from the client and/or the services performed for the client. The indemnification also includes the costs of legal assistance.

This provision and all other provisions in these general conditions which purport to create rights for third parties referred to in the first sentence of this article also serve as irrevocable third-party stipulations for no consideration as referred to in Article 1121 of the Luxembourg Civil Code.

9. Unless agreed otherwise, our fees are calculated based on the number of hours worked, multiplied by the applicable hourly rates that are set annually by Stibbe Avocats.
10. Expenses incurred by Stibbe Avocats on behalf of the client are charged separately. There is a surcharge of a certain percentage of the fees to cover general office expenses (such as costs for postage, telephone, fax, photocopying, etc.).
11. All amounts are VAT exclusive, and exclude any tax, surcharge, or similar increase that a client, payer, or Stibbe Avocats must pay under applicable laws, or Stibbe Avocats must take into account. The services rendered are in principle charged to the client on a monthly basis and are due within 30 days from the date of the statement of fees.
12. The Act 12 November 2004 on the prevention of money laundering and financing terrorism and on the restriction of cash usage (hereafter referred to as the **Anti-money Laundering Act**) requires law firms such as Stibbe Avocats to identify and proceed to the identification of its clients, their principals, and ultimate beneficiaries (UBOs) The identification data that must be submitted by the client differ depending on whether the client is a natural person, a legal entity, a trust, a fiduciary, or similar legal structure, or an UBO. The client undertakes to spontaneously provide any documents on the basis of which the identification of these persons described above can be performed and allows Stibbe Avocats to save a copy of these documents in a dedicated database. In addition, the client will inform Stibbe Avocats as soon as possible about any change to its situation or capacity and will submit proof of such change. This information is to be provided to Stibbe Avocats before, or, at the time of entering into the business relationship with Stibbe Avocats.

Stibbe Avocats is required by law to take appropriate measures to evaluate the characteristics of its clients and the purpose and nature of the business relationship as part of its obligation to exercise continuous vigilance. Therefore, the client undertakes to provide all information about its own characteristics that Stibbe Avocats considers relevant.

If the nature of the matter itself so requires, or if the specific scenarios specified in the Anti-money Laundering Act require Stibbe Avocats to exercise a higher level of vigilance (depending on, among other things, the country of origin of the client or of the contemplated transaction, the difficulties in terms of identification, the unusual relationship with the client, or as consequence of the nature of the activities or the qualification of the client as a politically exposed person), the client undertakes to answer every question asked by Stibbe Avocats so as to allow Stibbe Avocats to fulfil its obligations.

If the obligations referred to above cannot be fulfilled before, or, at the time of entering into the business relation with Stibbe Avocats, Stibbe Avocats reserves the right not to enter into the business relationship or to terminate the existing relationship.

If Stibbe Avocats assists the client in its legal defense or in the assessment of its legal position, Stibbe Avocats is strictly bound by the obligation of professional secrecy. The Anti-money Laundering Act however requires Stibbe Avocats, in specific situations set out in the Anti-money Laundering Act, to inform the President of the bar as soon as possible once Stibbe Avocats knows, suspects, or has reasonable grounds to believe that funds, transactions (or attempts to carry out those transactions), or facts relating to money laundering and the financing of terrorism are being used or carried out. The President of the bar, who oversees professional secrecy in the profession, will report any suspicions, if appropriate, to the 'Procureur d'Etat auprès du Tribunal d'Arrondissement de Luxembourg'.

13. When the client instructs Stibbe Avocats in an engagement which qualifies as a "reportable cross-border transaction" (as defined in EU Directive 2018/822, to be implemented in Luxembourg law), Stibbe Avocats will be required to comply with the applicable reporting obligations, save where the Luxembourg legislator were to allow that legal privilege be invoked.
14. As to any personal data processed for the purpose of providing our services, Stibbe Avocats, will act as a data controller within the meaning of the European General Data Protection Regulation no. 2016/679 of 27 April 2016 and the Luxembourg Act of 1 August 2018 on the protection of privacy in relation to the processing of personal data, as may be amended or replaced from time to time.

The processing activities of Stibbe Avocats and the rights granted to the client in this framework are described in detail in the Privacy Policy of Stibbe which can be found on www.stibbe.com.

Any requests or other questions regarding the processing of the client's personal data, please contact BRU GDPR@stibbe.com

- 15.** These general conditions apply to every instruction accepted by Stibbe Avocats, including any follow-up instructions and new instructions. The French texts of these general conditions prevail and are binding in the event of any discrepancies between the English and the French texts. These general conditions can be changed unilaterally by Stibbe Avocats and any such change will be effective as from its posting on Stibbe Avocats website and are to be accessed under: <http://www.stibbe.com/generalconditions>.
- 16.** The agreement to carry out the instructions referred to in article 2 and all legal relationships that are related to them are exclusively governed by Luxembourg law with the exception of rules of international private law, which could lead to the applicability of the laws from other jurisdictions. Any dispute is to be brought exclusively to the competent court in Luxembourg. The term disputes are understood to include any disputes that are wholly or partly based on non-contractual principles or relate to the invalidity, nullification, or existence of any legal act or agreement.