

1. Stibbe BV/SRL is a limited liability company whose purpose is to practice the legal profession. Stibbe BV/SRL is registered with the Crossroads Bank for Enterprises in Brussels under number 0429914688, and has its registered office at Central Plaza, Rue de Loxum 25, 1000 Brussels, Belgium.
2. Stibbe BV/SRL is part of a network of Stibbe offices that, through legal entities or in cooperation, has practising legal professionals or notaries in Amsterdam, London, Luxembourg and New York. Stibbe BV/SRL only provides advice regarding Belgian law, including European Union law.
3. All client instructions are accepted and executed exclusively by Stibbe BV/SRL. This also applies in matters where the client expressly or implicitly gives an instruction with the intention that it be carried out by a specific person affiliated with Stibbe SRL. "Affiliated person" is deemed to refer to a current or former partner, lawyer, designated person, advisor, employee, director and/or shareholder of Stibbe BV/SRL. Said "affiliated persons" may be natural persons and/or legal persons. Stibbe BV/SRL therefore assumes liability (and is solely and exclusively liable) for the services rendered by Stibbe BV/SRL and/or all persons affiliated to Stibbe BV/SRL. As such, no person or entity other than Stibbe BV/SRL has or will have any obligation vis-à-vis the client or any other person with respect to the services rendered by the affiliated persons, and no person or entity other than Stibbe BV/SRL has or will have any personal responsibility for the services rendered to the client on behalf of Stibbe BV/SRL. As a consequence, the client waives any legal claims against persons affiliated to Stibbe BV/SRL for services rendered in the name and on behalf of Stibbe SRL, except those claims directed against Stibbe BV/SRL.
4. Any liability of Stibbe BV/SRL (and, insofar as may be necessary and without prejudice to Article 3 above, of any other person affiliated with Stibbe BV/SRL, and/or of any person involved in carrying out the client's instructions, and/or who is or may be liable in any way in connection with said instructions) is limited to the amount paid out under the applicable liability insurance policy subscribed by Stibbe BV/SRL applicable to the relevant matter, plus the applicable deductible (*eigen risico*) under the terms of said insurance policy. A claim against a person mentioned in this article will be unenforceable unless Stibbe BV/SRL receives written notice to this effect no later than one year after the discovery of the event or circumstance that gives or may give rise to such claim. In addition, Stibbe BV/SRL shall not be held liable for any damage resulting from erroneous, incomplete, inaccurate and/or misleading information received from the client. Stibbe BV/SRL shall likewise not be held liable for any indirect damages, such as loss of profits or loss of revenues.
5. Stibbe BV/SRL may engage third parties in the performance of its services (including other Stibbe offices such as those mentioned above in Article 2, or persons affiliated with Stibbe such as those mentioned above in Article 3, as well as bailiffs, experts, other law firms, couriers, translators and other advisors). Stibbe BV/SRL may also use digital services (hereinafter "digital services"), whether offered by third parties or not, such as digital communication, applications where information can be shared or stored digitally, e-discovery, automated due diligence or other applications which allow data to be searched, analysed, stored, processed or translated automatically or otherwise, or with the use of artificial intelligence or other software programs. As a result, data may be transferred to servers managed by third parties. Stibbe BV/SRL will exercise the necessary due care in its selection of such third parties and digital services. Stibbe BV/SRL is not liable for any acts and/or omissions of these third parties, nor for any damages or losses resulting from the use of the digital services. Stibbe BV/SRL may, in the name and on behalf of the client, accept and apply the general terms and conditions, including any limitations of liability, of such third parties (including the other offices of Stibbe mentioned in Article 2 above or affiliated persons mentioned in Article 3 above) or digital service providers, in which case the general terms and conditions of such third parties or digital service providers shall apply directly to the client. The individual terms and conditions for each Stibbe office include limitations of liability and can be found under <http://www.stibbe.com/generalconditions>. Stibbe BV/SRL excludes any liability resulting directly or indirectly from or relating to (i) the non-performance by such third parties or digital service providers, and/or (ii) any restriction or loss of the ability to use, operate or access computers, the network or the data and/or (iii) any data breach, whether or not as a result from a data leak or a cyberattack.
6. Funds that Stibbe BV/SRL receives from the client and that Stibbe BV/SRL keeps for the client will be placed in a third-party bank trust account opened with a financial institution of Stibbe BV/SRL's choice. Stibbe BV/SRL accepts no liability vis-à-vis the client or any other person for a credit default or other acts or omissions of any financial institution in which Stibbe SRL keeps the funds or through which Stibbe BV/SRL transfers the funds. Consequently, Stibbe BV/SRL cannot be held liable for the sums that Stibbe itself or the financial institution cannot pay back or transfer.
7. Any advice given by Stibbe BV/SRL is given only to the client and solely for the purpose of the matter in respect of which it is given. Stibbe BV/SRL's advice may not be disclosed, used or relied upon by third parties unless if Stibbe BV/SRL accepts such extended disclosure, use and responsibility expressly and in writing, in which case these general conditions, including the limitations of liability, will be applicable towards such third parties.
8. Without prejudice to article 3, these general conditions including the limitations of liability apply in favour of Stibbe BV/SRL and can also be relied upon by and applied 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 BV/SRL and/or other Stibbe offices (to the extent that no separate agreements or general conditions are in force) or their respective legal successors. The client indemnifies Stibbe BV/SRL and all other persons mentioned in the preceding sentence against all third-party claims that arise from, or are in any way connected to the instructions from the client and/or the services performed for the client. This 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 (*beding ten behoeve van een derde*) as referred to in Article 1121 of the former Belgian Civil Code.
9. Unless otherwise agreed, fees are calculated on the basis of the number of hours worked, multiplied by the applicable hourly rates as established annually by Stibbe BV/SRL. Expenses incurred by Stibbe BV/SRL on behalf of the client (including negative interests and bank charges relating to any third-party funds) are invoiced separately, an amount equal to a percentage of the professional fees shall be charged to cover general administrative costs. Unless it is explicitly indicated otherwise, all amounts invoiced or mentioned by Stibbe BV/SRL are exclusive of BAT and of any other tax, surcharge or similar increase that a client, payer or Stibbe BV/SRL must pay under applicable laws or regulations, or that Stibbe BV/SRL must if Stibbe BV/SRL incurs any costs, charges or write-offs as a result of unilaterally imposed or electronically to be accepted terms and conditions for billing (such as electronic invoicing), these will be passed on to the client. The services rendered are in principle charged to the client on a monthly basis and payment is due within 30 days from the date of the invoice. If Stibbe BV/SRL issues invoices at other intervals, fees remain due and payable. If there are multiple clients or payers for the same assignment, those clients or payers are jointly and severally responsible for the payment of the fees.
10. Stibbe BV/SRL has certain reporting obligations in accordance with the Belgian Law of 18 September 2017 concerning the prevention of money laundering, the financing of terrorism and the limitation of the use of cash and the Belgian Law of 20 December 2019 transposing Council Directive (EU) 2018/822 of 25 May 2018 amending Directive 2011/16/EU as regards mandatory automatic exchange of information in the field of taxation in relation to reportable cross-border arrangements. For more information, see <https://www.stibbe.com/important-information>.
11. With regard to personal data processed in connection with the provision of our services, Stibbe BV/SRL will act as the data controller as defined in the European General Data Protection Regulation (EU) 2016/679 of 27 April 2016 and the Belgian Law of 30 July 2018 concerning the protection of individuals with regard to the processing of personal data, as occasionally amended or replaced. Stibbe SRL's processing activities and the rights granted to you in this context are described in detail in Stibbe's Privacy Policy at <https://www.stibbe.com/en/privacy-and-cookie-policy>.
12. These General Terms and Conditions apply to all instructions accepted by Stibbe BV/SRL, including follow-up instructions and new instructions. The Dutch and French texts of these General Terms and Conditions shall prevail and shall be deemed as authentic in the event of any discrepancy between the English text and the Dutch and/or French texts. The Dutch and French versions of these General Terms and Conditions have the same value. These General Terms and Conditions may be amended unilaterally by Stibbe BV/SRL, and any changes shall take effect as from the date of their publication on the Stibbe BV/SRL website and shall be accessible at: <http://www.stibbe.com/generalconditions>. The applicability of any general conditions proposed by the client or third parties is explicitly rejected, even in the event that the client's general conditions had to be accepted in order to allow for electronic invoicing. In the event of any conflict between these General Terms and Conditions and the general terms and conditions proposed by the client or third parties, these General Terms and Conditions shall prevail.
13. The execution of the instructions referred to in Article 3 and all legal relationships that are related to them shall be governed exclusively by Belgian law, excluding any rules of private international law which may lead to the application of the laws of other countries. The Court of First Instance of Brussels shall have sole jurisdiction to deal with any disputes concerning the services provided by Stibbe BV/SRL.
14. **Please visit our website for further information about our services and our firm (including information about bar associations, complaints procedures, reporting obligations and insurance coverage): www.stibbe.com/important-information.**