



GENERAL TERMS AND CONDITIONS OF SALE - EN

1. **Younity scrl (“Younity”)** is a limited liability cooperative law firm with registered offices at 1170 Brussels, Boulevard du Souverain/Vorstlaan, 36/8. Its corporate object is the practice of the legal profession, including the activities of compliance officer and data protection officer. 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. These general terms and conditions apply to the exclusion of those of the client and, without prejudice to Article 3, are applicable not only to Younity, but also to any and all 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. 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. Regardless of compliance with legal and procedural deadlines, the services will be carried out within the reasonable deadlines given as an indication, unless otherwise agreed in writing by a Younity partner. In any case, Younity cannot be held liable for exceeding the deadlines when attributable to the client and/or third parties or in case of force majeure, i.e. circumstances that are reasonably beyond its control. Younity is only bound by an obligation of means. If a sum charged to the client remains unpaid or if Younity does not receive information useful for the management of the file or the instructions that have been requested, Younity has the right, at any time and in writing, to suspend or interrupt any service. If the client's omission persists despite a reminder, Younity may terminate its intervention.

4. **Ethics.** Younity as well as the lawyers working there comply with the applicable ethical rules of their Bar for the provision of lawyer services, which are available on www.barreaudebruxelles.be and www.baliebrussel.be.

5. **Money laundering.** Under applicable anti-money laundering legislation, Younity is, in certain cases, required to (i) verify the identity of its clients, their agents and their beneficial owners, (ii) exercise permanent vigilance with regard to elements indicative of money laundering or terrorist financing, and (iii) in the event of suspicion of money laundering or terrorist financing, to report the matter to the President of the Bar, who may then communicate the facts to the Financial Intelligence Processing Unit. The client agrees to provide all relevant information, documentation and materials if necessary. Younity also reserves the right to suspend its services with immediate effect from the moment it is informed or has suspicions of an unusual transaction.

6. **Confidentiality and protection of personal data.** Personal data are processed in accordance with the applicable regulations and the privacy policy which is available on the website or on request. This policy explains the types of processing activities carried out and the rights of the persons concerned. Younity's lawyers are subject to professional secrecy. All letters, notices, procedural writings, etc. transmitted by Younity to the client are done so under the express condition that the client respects the confidentiality thereof. The client may only transmit the content to third parties with the express, prior, and written consent of Younity. When Younity responds to a public or private tender for legal services or participates in directories or professional publications, Younity may be required, in compliance with ethical rules, to reveal the names of clients for whom it is or has been involved in the matter in question, as well as to provide information related to the



cases it is or has been handling. The information communicated does not, under any circumstances, relate to the client's private life. The client gives its consent, revocable ad nutum, to this communication

7.. 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, if possible, in consultation with the client. . 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.

8. 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 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.

9. 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. Younity is authorized to deduct from the sums it collects on behalf of the client any sums due to it as retainers, fees, costs, and disbursements in the case in question or in any other case for which it intervenes. Younity shall inform the client in advance and in writing of this deduction, enclosing a copy of the request(s) for retainer, fees, costs and disbursements that justify this deduction. This deduction by Younity is without prejudice to the client's right to contest the statements of services and expenses presented by Younity and to claim reimbursement of amounts that would have been wrongly withheld.

10.. 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...). All costs related to the wire and/or the exchange rate are to be paid by the client. 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. A retainer fee can always be required at the beginning of the contractual relationship and during the management of the file in order to cover Younity' services and costs. With respect to non-consumer clients, the mere expiry of the payment term gives Younity the right to claim, without prior notice, default interest of 10% per year from the due date, as well as compensation of 15% of the invoice amount with a minimum of 500.00 EUR, without prejudice to the right to claim compensation for damages and costs incurred. With respect to consumer clients, any amount that remains unpaid 15 working days after its due date shall bear interest at the legal rate, as of the date of the notice of default. Any claim must be made within 30 days of receipt of the invoice for fees and expenses, failing which it will be irrevocably deemed as accepted.

11. 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' 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.



12. Insurance and liabilities. The professional liability of Younity's lawyers or Younity itself is limited to the amounts covered by the group insurance policy taken out by the Ordre des Barreaux Francophones et Germanophones (OBFG) or the Orde van Vlaamse Balies (OVb), respectively with the insurance companies Ethias (whose registered office is located at rue des Croisiers, 24, 4000 Liège, BCE 0416. 056.358) and Amlin Europe NV (with registered office in Amstelveen, the Netherlands, and a branch in Belgium - BCE 0416.056.358), with, in both cases, a cap of EUR 2,500,000.00 per claim. The risk insured by these policies is the professional, contractual or extra-contractual liability of the lawyer concerned for damage caused to third parties, as a direct result of errors of fact or law, negligence, omissions, delays, mistakes and inaccuracies (including failure to comply with procedural deadlines and errors made in the transfer of funds) committed in the exercise of his/her professional activities. Younity has also taken out an additional, second-tier professional liability insurance policy with AIG, whose registered office is located at Boulevard de la Plaine, 11, 1050 Brussels. All of these insurance policies cover Younity's activities throughout the world, excluding the United States of America and Canada. If, for any reason whatsoever, no amount is provided for under these policies, Younity's liability will, in any case, be limited to the total fees generated by the case, without exceeding 50,000.00 EUR. The client agrees to indemnify and hold Younity harmless from all actions, claims or legal proceedings brought against it by third parties in connection with an assignment entrusted to it, regardless of its nature. Furthermore, to the extent permitted under applicable law, Younity's liability for indirect damages is excluded. "Indirect damage" means lost profit, financial or commercial loss, loss of clients, loss of profit, loss of opportunity(ies), loss of revenues, loss of income, loss of contracts, loss of turnover, loss of interest, loss of savings or missed savings, loss of funds, loss of production, loss of use, loss of goodwill and/or reputation, deterioration or loss of data, unavailability of data, loss of time, a revenue shortfall, increased costs, interruption or stoppage of business, unemployment, increased overhead or damage to third parties or third-party property. In any case, Younity will not be liable to indemnify the client for any claim whatsoever unless Younity has been notified in writing of such claim within one year from the time the client knew or reasonably should have known of an event or circumstances that give or might give rise to such claim.

13. Termination of the assignment and archiving. Unless otherwise agreed in writing, the client may at any time terminate in writing 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. Also, when Younity's assignment is part of a subscription, or a regular succession of files, Younity can negotiate with the client a notice period or a compensatory indemnity. On its side, Younity may terminate the relationship with the client in accordance with the applicable ethical rules. Younity keeps the archives of the file entrusted by the client for a period of five years from the date on which (i) the client has terminated Younity's intervention, (ii) Younity has terminated its intervention, or (iii) the file is closed by the completion of the assignment entrusted to Younity. For files subject to legislation on the prevention of money laundering and the financing of terrorism, the retention period for archives relating to client identification is extended to ten years. At the end of the five or ten year period, Younity may destroy all the documents in the file, without exception and without prior notification to the client. It is therefore up to the client, if it so wishes, to ask Younity to return all or part of the documents in the file. This return is done at the office or by sending them at the client's expense.

14. Applicable law and competent court. Belgian law governs the contractual relationship that exists between the client and Younity. If Younity and/or its client do not wish to have recourse to one of the alternative dispute resolution methods, or if resolution could not be achieved by this means, any and all disputes relative thereto will be brought before the Brussels courts, in accordance with article 624 (2°) of the Judicial Code.