



## GENERAL TERMS AND CONDITIONS

The Client and Cassius agree to the following in connection with Cassius' legal services to the Client (hereinafter the "**Agreement**") :

### **ARTIKEL 1**      SCOPE OF AGREEMENT

- 1.1 This Agreement and the general conditions contained herein were previously notified to the Client, who accepted them by signing the Agreement or by mandating Cassius and/or Stéphanie Cassimon.
- 1.2 Cassius reserves the right to unilaterally amend the general terms and conditions contained in the Agreement. In such case, Cassius will notify the Client of the amended text. In the absence of a written protest from the Client within fourteen (14) calendar days of notification of the amended terms and conditions, the Client will be deemed to have accepted the amendments in full.
- 1.3 If one or more provisions of this Agreement should be void or unenforceable, only the part of the provision that is void or unenforceable shall be deemed non-existent. Other parts and provisions of the Agreement shall remain in full force and effect. The void or unenforceable part shall be replaced by a provision as close as possible to the original provision.
- 1.4 The Client's general terms and conditions do not apply and are expressly excluded, regardless of when they were communicated.
- 1.5 A Client who qualifies as a consumer is subject to the provisions applicable to a consumer, including but not limited to Book XIX of the Code of Economic Law.

### **ARTIKEL 2**      CASSIUS AS CONTRACTING PARTY- STÉPHANIE CASSIMON AS HANDLING ATTORNEY

- 2.1 Stéphanie Cassimon is a lawyer in Belgium and is registered at the Antwerp Bar Association.
- 2.2 She is subject to:
  - i. the regulations of the Order of Flemish Bars, available for consultation at [www.ordevlaamsebalies.be](http://www.ordevlaamsebalies.be);
  - ii. The regulations of the Bar Association of the Province of Antwerp;
  - iii. the Code of Ethics for Lawyers, available for consultation at: <https://www.ordevanvlaamsebalies.be/nl/kennisbank/deontologie/codex-deontologie-voor-advocaten>
- 2.3 Stéphanie Cassimon practices as a lawyer under the form of a limited liability company, named Cassius.
- 2.4 Cassius is the Client's sole contracting party for any services performed. Stéphanie Cassimon performs her services as a lawyer in the name of and on behalf of Cassius.

### **ARTIKEL 3**      SERVICES

- 3.1 The services provided involve legal services, including but not limited to assistance with litigation in court, assistance with mediation, counseling and the like more.
- 3.2 The exact object of the service will be agreed upon between the Client and Cassius at its inception and, if necessary, modified or extended either orally or by written correspondence.
- 3.3 Cassius' commitments are obligations of effort and not obligations of result.

- 3.4 The Client accepts that the services are subject to external factors, including but not limited to the courts, legal deadlines, counterparties, complexity of legislation, changes in the law, which make it impossible to determine in advance an exact time frame within which the services can be provided and, if necessary, proceedings can be completed.
- 3.5 If through the provision of services, the interests of several Clients are represented as evidenced by the file and communications (including but not limited to spouses, cohabitants, family members, parties to the same agreement, members of the same corporate body, affiliated companies) then it is considered that these Clients represent each other, more specifically for the transfer of information, the approval of drafts and certain (instructions to perform) (procedural) acts.

#### **ARTIKEL 4**      **CLIENT**

- 4.1 The Client must provide Cassius with the necessary information in a timely manner in order to perform its services optimally, as well as notify Cassius of any event or information that could have any impact on the performance of the Agreement.
- 4.2 If the Client fails to communicate the necessary information or to provide the requested documents (in a timely manner), Cassius cannot and will not commence its assignment, or if it has already acted provisionally, Cassius will terminate its further intervention.
- 4.3 Cassius is not liable for losses that might result from incorrect or incomplete information provided by the Client. The Client shall indemnify Cassius for damages resulting from incorrect or incomplete information provided by the Client.

#### **ARTIKEL 5**      **FEES AND EXPENSES**

- 5.1 Cassius provides services to the Client at an hourly rate of 175 EUR (excluding VAT) and reserves the right to change this hourly rate by written notice to the Client.
- 5.2 Cassius charges a flat fee of EUR 75 (excluding VAT) for the opening of a file.
- 5.3 Cassius charges a flat office fee for, among other things, printing and copying costs and shipping costs, in the amount of 5% of the fees charged.
- 5.4 Cassius charges a mileage fee of EUR 0.50 (excluding VAT) per km driven.

#### **ARTIKEL 6**      **RELIANCE ON THIRD PARTIES**

- 6.1 The provision of services may require the services of third parties (including but not limited to bailiffs, translators, local attorneys). Cassius designates these third parties at its discretion, if necessary after consulting with the Client in this regard.
- 6.2 Specific fees due to third parties, including but not limited to clerks, bailiffs, notaries, translators, searches in the National Register or Central Register for debt recovery, accountants, experts, databases, foreign or other lawyers, will either be billed directly to the Client by the third party or charged in full to the Client.

#### **ARTIKEL 7**      **BILLING AND PAYMENT TERMS**

##### **7.1**      **Periodic billing**

- 7.1.1 Cassius will periodically send the Client an invoice reflecting the work performed and any costs incurred.
- 7.1.2 Cassius' periodic invoices are payable within two weeks to the bank account number specified therein.

## **7.2 Retainer fee**

7.2.1 Cassius may request a retainer fee from the Client prior to or during the provision of services. It reserves the right to commence or resume work only after full payment of the requested retainer fee.

7.2.2 Retainer fees are settled with the final invoice.

7.2.3 Cassius' retainer fee requests are payable immediately.

## **7.3 Deposit**

Cassius may attach to its services with respect to a legal entity a surety bond from one or more of its shareholders and/or directors.

## **7.4 Dispute of invoices**

If the Client disputes an invoice, this must be done in writing within two weeks of the invoice being sent, with substantiation of the reason for the dispute.

## **7.5 Severability**

When Cassius represents the interests of multiple Clients, all such Clients are jointly and indivisibly liable for payment of all sums due in connection with the provision of services, regardless of to whom the invoice was made.

## **7.6 Late or incomplete payment**

In case of late or incomplete payment:

- i. Cassius may temporarily suspend its services until all amounts due are paid in full, or terminate the Agreement for contractual default by the Client, provided that such suspension or termination is not untimely as a function of the interests of the Client. Cassius shall not be liable for any damages that may result from such suspension or termination;
- ii. To the extent permitted by law, the following amounts are due from the Client to Cassius without prior notice of default :
  - o liquidated damages of 10% of the billing amount, with a minimum of EUR 150 ;
  - o default interest in accordance with the interest rate of the Law of August 2, 2002 on combating late payment in commercial transactions from the due date to the date of full payment ;
  - o all costs incurred by Cassius in collecting unpaid and due invoices.

## **ARTIKEL 8 THIRD-PARTY FUNDS**

8.1 Cassius forwards all amounts received on behalf of the Client to the Client as soon as possible. If this is not possible, it shall inform the Client of the reason why prompt transfer to the Client is impossible.

8.2 Cassius forwards all amounts received on behalf of third parties to those third parties as soon as possible.

8.3 Cassius may deduct from the amounts it receives for the Client's account the sums, whether or not already due and payable, that the Client owes to Cassius upon written notice to that effect to the Client.

## **ARTIKEL 9 LIABILITY**

9.1 Cassius is insured for its professional liability with MS Amlin Insurance SE (Boulevard du Roi Albert II 37, 1030 Brussels) in the amount of €2,500,000.00 under the policy "Civil Professional Liability of Lawyers (first tier)".

- 9.2 The guarantee of this professional liability policy is applicable to the consequences of acts committed throughout the world, for activities performed by the insureds from their office located in Belgium and subject to the clarifications and exceptions included in the policy. However, are not insured: claims brought against the insureds in the U.S. or Canada, or under the laws or jurisdiction of the U.S. or Canada.
- 9.3 Between the parties to the contract, the legal provisions on extra-contractual liability are expressly excluded and this to the fullest extent permitted by law.
- 9.4 Notwithstanding art. 6.3, §1 and 6.3 §2 of the Civil Code, the Client may not bring an extra-contractual claim against Cassius or (an auxiliary (hulppersoon) of) an auxiliary of Cassius, including but not limited to its lawyers, directors, employees, independent workers, and subcontractors. The Client may only bring a contractual claim against Cassius.
- 9.5 The liability of Cassius and its attorneys to the Client and third parties for any damage, loss or expense resulting directly or indirectly from the provision of services, acts or omissions by Cassius and/or its appointees shall in any event be limited to the amount actually paid to Cassius under its professional liability insurance policy, except in the case of willful misconduct or fraud on the part of Cassius.
- 9.6 If and to the extent that, for whatever reason, no payment is made under the said insurance, the liability of Cassius and/or its appointees will be limited to the maximum permitted by law. Where applicable, the maximum compensation to be paid to the Client by Cassius shall be limited to repayment of fees up to a maximum of EUR 25,000.
- 9.7 To the extent necessary, the same limitation of liability also applies to Cassius' auxiliary persons, who may invoke this against any party claiming against them on any grounds whatsoever.
- 9.8 In any event, Cassius shall not be liable for indirect losses, including but not limited to loss of opportunity, loss of profits, loss of business opportunities or anticipated savings or benefits.
- 9.9 Cassius shall not be liable for any failure of third parties providing services to the Client, regardless of whether such third parties charge their fees and expenses to Cassius or directly to the Client.

#### **ARTIKEL 10 INTELLECTUAL PROPERTY RIGHTS**

The Client is not permitted to reproduce, disclose or in any way use the advice, notes, documents and other intellectual work produced by Cassius in any form whatsoever without its prior written consent, either by itself or with the help of third parties, other than in connection with the services provided by Cassius.

#### **ARTIKEL 11 DURATION AND END OF THE AGREEMENT.**

- 11.1 The Agreement is of indefinite duration.
- 11.2 Cassius may terminate the Agreement with the Client in writing, unilaterally and with immediate effect if:
- i. there are circumstances that compromise Cassius' independence;
  - ii. circumstances arise that make the performance of the Agreement in accordance with professional and deontological standards impossible;
  - iii. the Client fails to comply with its contractual obligations, including payment obligations, the provision of necessary identification documents under anti-money laundering laws, or the provision of necessary information and documentation for case management;
  - iv. the Client ceases or threatens to cease its normal business operations;
  - v. the Client is subject to insolvency proceedings, including but not limited to bankruptcy or judicial reorganization;
  - vi. there has been an irreparable breach of trust with the Client.
- 11.3 The Client may terminate the Agreement at any time by notifying Cassius in writing.

- 11.4 The termination of the Agreement does not relieve the Client of the obligation to pay in full for services already rendered, whether or not already invoiced.
- 11.5 Cassius will provide the Client or a successor attorney with the file upon first request upon termination of the Agreement.
- 11.6 Cassius is not liable for any damages that would result from the termination of the Agreement.

#### **ARTIKEL 12**      **FORCE MAJEURE**

- 12.1 Cassius shall not be liable for delay in or impairment of performance of the Agreement due to force majeure, including but not limited to war (declared or not), epidemics, pandemics, fire, flood, strike, terrorism, labor disputes, network attacks, network failures, regulations of any governmental agency, inaccurate, delayed or incomplete information provided by the Client or any cause or circumstance beyond the reasonable control of Cassius, which could not have been reasonably foreseen or avoided at the date of the Agreement.
- 12.2 Force majeure on the part of the Client does not include staff shortages, strikes or financial problems.
- 12.3 In the event of force majeure, Cassius has the right to suspend or terminate all or part of the Agreement without:
- i. being held liable;
  - ii. fees or damages being owed to the Client;
  - iii. refunding amounts already paid by the Client.
- 12.4 A Party claiming force majeure must:
- i. within ten (10) calendar days of the occurrence of the force majeure, provide the other Party with evidence that its performance has been or may be prevented or delayed;
  - ii. make all reasonable efforts to mitigate the effects of force majeure.

#### **ARTIKEL 13**      **DUTY TO IDENTIFY**

- 13.1 Under the preventive money laundering legislation (Act of Sept. 18, 2017 on the prevention of money laundering and the financing of terrorism and restricting the use of cash), lawyers are required to fulfill a number of administrative obligations and report certain transactions.
- 13.2 The Client is aware of the extensive identification requirements imposed by applicable preventive money laundering legislation and accepts to be charged the costs and fees accordingly.
- 13.3 By virtue of a legally imposed identification requirement, Cassius is obliged to verify the identity of the Client. Upon first request, the Client shall provide all requested identity data on the basis of official documents., including, if applicable, the details of its agents and beneficial owners. The Client is also required to notify Cassius immediately and spontaneously of any changes to these details during the execution of the Agreement.
- 13.4 If the Client fails to provide the requested information, Cassius will not be able to accept the Client, and if it has already acted provisionally, it will have to terminate its further intervention. Cassius shall not be liable for any damages resulting from such termination. Termination of the Agreement does not relieve the Client of the obligation to pay in full for services already rendered, whether or not already invoiced.

- 13.5 When Cassius, in carrying out its assignment, discovers facts that it knows or suspects to be related to money laundering or terrorist financing, it must immediately report this to the President of the Bar (*Stafhouder*). In principle, this reporting obligation does not apply in the context of a (potential) legal dispute or the determination of a legal position. The President of the Bar will then decide whether it must transfer the report to the Financial Information Processing Unit.
- 13.6 In the event of a report to the President of the Bar, Cassius is obliged to terminate its services immediately, without informing the Client of the reason. Cassius is not liable to the Client for the consequences of any reporting made in good faith.
- 13.7 The attorney and the President of the Bar are prohibited from informing the Client that information has been disclosed or that an investigation is underway.
- 13.8 In addition to completing and signing an annex to the Agreement (*Identification of the Ultimate Beneficiaries*), the Client who qualifies as a company or association confirms to remit the following documents to Cassius by return, or on the earliest possible date:**
- Front and back of the identity card or passport of all persons listed in Appendix 1; and
  - The most recent coordinated bylaws of the company.
- 13.9 The Client who qualifies as a natural person confirms that he will send a copy of the front and back of his identity card or passport to Cassius by return, or on the earliest possible date.

#### **ARTIKEL 14 INFORMATION AND PROCESSING OF PERSONAL DATA**

- 14.1 Cassius receives the personal data from the Client and processes it in accordance with applicable data protection regulations, in particular the General Data Protection Regulation 2016/679 of April 27, 2016, as explained in the privacy statement that is available upon request.
- 14.2 The Client's personal data are only processed to the extent and for the duration necessary in the context of providing legal services and complying with laws and regulations applicable to the legal profession.

#### **ARTIKEL 15 ENTRY INTO FORCE OF THE AGREEMENT**

- 15.1 The Agreement will take effect on the date of signature by the Client or when Cassius actually commences the provision of services at the Client's request, should this occur at an earlier time.
- 15.2 If Cassius has not yet received the Agreement signed by the Client, the legal relationship between the two shall in any case be governed by the terms and conditions contained in this Agreement from the time of its remittance to the Client.

#### **ARTIKEL 16 SIGNATURE IN MULTIPLE COPIES**

- 16.1 The Agreement may be signed separately by each Party, either digitally or by physical signature, in as many originals as there are Parties.
- 16.2 The Agreement signed by a Party or signed signature page sent by e-mail in "portable document format" ("pdf") or by any other electronic means intended to preserve the original graphic and illustrative appearance of the document will have the same effect as the physical delivery of the paper document bearing an original signature and thus will also be considered an original signed copy.
- 16.3 The parties waive Article 8.20 of the Civil Code.

#### **ARTIKEL 17 DISPUTES**

The Agreement is governed exclusively by Belgian law. All disputes, whether contractual or extra-contractual, between the Client and Cassius shall, after an attempt at amicable resolution has failed, be submitted to and adjudicated exclusively by the competent court of Antwerp, Antwerp Division.

