



LEGAL INFORMATION AND GENERAL TERMS AND CONDITIONS

(English version 2023)

1. LIVORNO BV

1.1. The lawyers of LIVORNO practice in a limited liability company.

LIVORNO BV is registered in the Crossroads Bank of Enterprises (CBE) and in the Brussels Register of Legal Entities (RPR) under number 0738 456 941;

The office is located at Sint-Michielslaan 47, 1040 Etterbeek (Brussels);

The VAT number is BE 0738 456 941;

Professional account number is BE82 3631 0937 0368;

Third party account number is BE78 6300 9509 1886;

(ING BANK Belgium BIC: BBRUBEBB)

1.2. LIVORNO BV is the exclusive contracting party for all services rendered by its lawyers. The lawyers of LIVORNO BV provide the Client with legal advice and assistance in a criminal law context.

2. Information exchange and personal data processing

General

2.1. LIVORNO BV shall promptly inform the Client about the execution of the assignment and, if applicable, about the course of the procedure and the handling of the case. The Client shall receive timely information from LIVORNO BV about the next and/or expected steps for the execution of the assignment.

LIVORNO BV shall periodically send the Client timesheets containing an overview of the services rendered within the framework of the execution of the assignment (as further stipulated under title 3).

2.2. The Client shall punctually and throughout the duration of the assignment, spontaneously or at the lawyer's request, provide LIVORNO BV with all relevant and useful information.



Obligation to identify the Client in the context of money laundering prevention

2.3. The Law of September 18, 2017 on the prevention of money laundering and terrorist financing and limiting the use of cash implies an identification obligation as well as an obligation to report unusual (i.e. “money laundering-sensitive”) transactions. Lawyers are legally obliged, among other things, to identify their clients and to keep proof of this identification.

This obligation applies to clients who are natural persons, legal entities or their representatives.

2.4. Within the framework of this identification duty, the Client is requested to submit the following documents and information to LIVORNO BV:

a) Concerning natural persons (clients/representatives of legal persons-clients):

- ° A copy of the identity card (front and back) or passport;
- ° Domicile address and the current residential address;

b) In relation to legal entity clients:

- ° A copy of the (current) coordinated articles of association of the legal person;
- ° A list of the directors of the legal person and their powers of attorney;
- ° A description of the nature of the activities of the legal person;
- ° The identity of the “ultimate beneficiaries” of the legal person according to a), i.e. LIVORNO BV must inquire about the natural persons who are supposed to exercise control over the company. Exercising control in this case means that they have a decisive influence on the appointment of the majority of the board members and/or directors or on the orientation of the company. In practice, these are the shareholders who own at least 25% of the shares in the company. If these shareholders are in turn legal persons, additional information is needed to establish the identity of the natural persons who are the shareholders of these underlying companies. It is necessary to follow the chain of successive owners - and the owners' shareholders - until the ultimate owner is identified;
- ° If several legal entities are involved, LIVORNO BV asks to indicate the commercial and organizational link between the various legal entities, as well as the links in terms of shareholders (structures).

2.5. When LIVORNO BV does not receive the requested information (in due time), LIVORNO BV cannot enter into business relations or may have to terminate its provisional intervention.

2.6. If the above-mentioned information needs to be changed in the course of the assignment, the Client will provide this information spontaneously.

2.7. The laws on money laundering does not interfere with the lawyer's professional secrecy. LIVORNO BV will only disclose the identification data that was provided in case the money laundering legislation requires so. Furthermore, the LIVORNO BV Privacy Statement, published and available on www.livorno.be, is applicable.



Processing personal data

2.8. The Client explicitly authorises LIVORNO BV to collect and process the information provided, including personal data, for the purposes of the assignment.

2.9. LIVORNO BV also retains the right to process this information with a view to justified interests or those of third parties, the exercise of the fundamental right to freedom of expression or information and/or the institution, exercise or substantiation of a legal claim.

2.10. LIVORNO BV collects and processes personal data in accordance with the applicable legal and deontological regulations, including the Regulation (EU) 2016/679 of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (“GDPR Regulation”) and the Law of July 30, 2018 on the protection of natural persons with regard to the processing of personal data (“GDPR Framework Law”).

2.11. The Privacy Statement of LIVORNO BV, published and accessible at www.livorno.be contains further information on how and why personal data are processed. This statement also explains the rights of natural persons regarding their personal data and how to exercise those rights. LIVORNO BV may modify the processing of personal data at any time in function of new processing purposes, legislation, technical developments or other justified reasons. In that case, the Privacy Statement on the website will be updated.

2.12. In addition to the above and the provisions of the Privacy Statement, LIVORNO BV expressly confirms that all information provided by the client will be treated confidentially.

3. Fees, costs and general conditions

3.1. The lawyers of LIVORNO BV apply hourly rates that will be communicated on request of the client. The rates are exclusive of expenses, 21% VAT (subject to exemption) and exclusive any specific case-related costs.

3.2. An additional fee or an increase in the fee in the course of the execution of the assignment may be justified by the importance of the case, the complexity, the urgency, unexpected complications in the proceedings, a favourable result, the expertise or experience of the handling lawyer or the general increase in costs and wages. Based on the aforementioned criteria, the hourly rate may be adjusted annually and increased by a maximum of 15 EUR per year. This increase will be announced in good time, i.e. before services are provided at the increased hourly rate.

3.3. A flat rate in the amount of 10% of the fee will be charged for all usual costs (incl. administration, travel, in-house copies and scans, parking, etc.). Extraordinary and external costs,

L such as copies ordered at the registry, extra copies of files and recourse to third parties (as mentioned below under point 5) shall be charged separately.

3.4. If the Client wishes to cancel a meeting with the lawyers of LIVORNO BV, this must be communicated in good time (at least 48 hours before the meeting). If this is not done in time, a cancellation fee of 25 EUR will be charged.

3.5. LIVORNO BV invoices its services periodically and is also entitled to request advance payments in the form of commissions. The invoice is always justified in a transparent manner.

3.6. LIVORNO BV is also entitled to request advance payments in the form of provisions which also specify the services to which these provisions relate.

3.7. The Client receives regular interim fee statements/invoices and timesheets (i.e., at least quarterly, unless no material services were rendered in that quarter) and the Client is informed in a timely manner by LIVORNO BV's lawyers about the next/expected steps. This allows the Client to estimate the financial and economic consequences of the assignment.

3.8. Invoices, provision notes and cost statements are payable within a period of 14 calendar days, unless otherwise agreed. In case of non-payment, the lawyers of LIVORNO BV may suspend their services until full payment has been made.

3.9. If an invoice is not paid on time, LIVORNO BV will send a first reminder.

3.10. After the legal waiting period of 14 calendar days, LIVORNO BV shall be entitled to charge interest on arrears at a rate of 8% from the end of the aforementioned waiting period until the date of full payment, without prejudice to its right to legal costs.

3.11. Any dispute of an invoice must be notified within a period of 14 calendar days by registered mail.

4. Recourse to / services by external parties

4.1. In addition to the usual tasks performed inhouse, the Client agrees that LIVORNO BV may, under the responsibility of the latter, call upon other/external lawyers for specific assignments for the execution of his assignment (such as, inter alia, an appearance *loco* at an introductory hearing or the filing *loco* of submissions/requests). If this assignment involves substantial substantive-legal services, the client will be informed in advance.

4.2. If the performance of the assignment requires the use of a bailiff or a translator, the Client shall leave the choice thereof to LIVORNO BV.

4.3. Only with the Client's express consent, LIVORNO BV shall call upon other third parties, such as notaries, experts, technical advisers, private detectives or accountants, chosen in consultation with the Client.

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4.4. If LIVORNO BV incurs or advances costs for recourse to third parties, such costs shall be transparently charged at the next periodic settlement (as mentioned under title 3).

5. **Third party account**

5.1. LIVORNO BV shall forward all amounts received on behalf of the Client to the Client within the shortest possible time. If LIVORNO BV cannot forward an amount immediately, the Client will be notified of the receipt of the amount and informed of the reason why the amount cannot be forwarded.

5.2. LIVORNO BV may deduct sums from the amounts it receives on behalf of the Client to cover outstanding advances or invoices. LIVORNO BV shall inform the Client of this in writing. This provision does not affect the Client's right to dispute the invoice and to claim payment of these withheld amounts.

The fact that LIVORNO BV withholds outstanding advances or invoices from such amounts shall not alter the client's obligation to pay the VAT due thereon, and to do so through one or more separate payments to LIVORNO BV to the extent that the third-party funds in question would be insufficient to pay the full amount of VAT due.

5.3. LIVORNO BV shall immediately transfer all amounts received from the Client on behalf of third parties to such third parties.

6. **Deontology and liability**

6.1. LIVORNO BV's lawyers practise in Belgium and are registered with the *Nederlandse Orde van Advocaten* (= Dutch Brussels Bar Association). They are subject to the Regulations of the *Orde van Vlaamse Balies* and those of the *Nationale Orde*, which can be consulted at www.advocaat.be, as well as to the Regulations of the Dutch Brussels Bar Association, which can be consulted at www.baliebrussel.be.

6.2. The lawyers of LIVORNO BV have professional liability insurance through a collective policy taken out by the *Orde van Vlaamse Balies* with NV AMLIN Europe (policy LXX034899) up to an amount of 2,500,000.00 EUR per claim and an additional policy with AG INSURANCE NV (lead insurer, policy 99.551.935) through broker VANBREDA RISK & BENEFITS up to an additional amount of 5,000,000.00 EUR per lawyer and per insurance year. Their liability is limited to the amount of such professional insurance policies, and within the limits of coverage.

6.3. If the professional liability insurer does not cover the damage, the overall liability of LIVORNO BV, its lawyers and its appointees, both contractually and extra-contractually, shall be limited in

L principal sum, costs and interest to the amount excluding VAT charged in the file in which the liability is retained and, in the absence of such file, to a maximum of the higher of (i) the aggregate fees received by them pursuant to this engagement and (ii) EUR 25,000.00 per claim.

6.4. However, if the lack of cover is due to a fault of LIVORNO BV, its lawyers or appointees, their overall liability shall be limited to twice the amounts mentioned in article 6.3.

7. Termination of the assignment

7.1. The Client may terminate the assignment at any time by notifying LIVORNO BV in writing. LIVORNO BV shall then make a final invoice, taking into account the services up to the termination of the assignment. LIVORNO BV cannot claim damages if the assignment is terminated in this way by the Client.

7.2. LIVORNO BV may terminate the assignment at any time by giving written notice to the Client. For the determination of the moment at which it ceases its services, the lawyer should take into account the possibility for the Client to timely obtain the necessary assistance from another lawyer.

LIVORNO BV may immediately discontinue services for urgent reasons, such as a fundamental breach of confidence or if LIVORNO BV's lawyers are asked to perform (legal) acts which they consider indefensible or which they cannot in good conscience support.

7.3. Upon first request, LIVORNO BV shall provide the client with the documents of the file or, if applicable, transfer them to a newly appointed lawyer, without prejudice to the provisions of the above-mentioned Privacy Statement.

8. Applicable law and dispute resolution

8.1. Belgian law shall apply.

Parties shall endeavour to settle their possible disputes amicably.

Unless otherwise agreed with the Client, only the Dutch(-speaking) courts of Brussels shall have jurisdiction, without prejudice to LIVORNO BV's right to take legal action before the courts of the Client's jurisdiction.