General terms and conditions

Bannister BV · Suikerrui 5, 2000 Antwerpen · KBO 0543.311.054

Article 1: Definitions

1.1. The provider of services (including advice, assistance, mediation, negotiations, litigation etc.) is **Bannister BV** (hereafter 'Bannister' or 'the law firm' or 'we'), a private limited company, with registered office at 5 Suikerrui, B-2000 Antwerp (Belgium), with Crossroads Bank for Enterprises no. 0543.311.054, telephone number +32 (0)3 369 28 00, fax number +32 (0)3 369 28 01, website https://www.bannister.be/ and office account BE57 0689 0315 8135 (BIC GKCCBEBB), third-party account BE08 0689 5429 4313 (BIC GKCCBEBB).

The lawyers associated with Bannister provide their services in the name and on behalf of Bannister, and they are also affiliated with the Antwerp Bar, and therefore are subject to the rules of the Flemish Bar Association as well as those of the Antwerp Bar.

1.2. **Client** is the natural person or legal entity who hires the services of Bannister BV.

Article 2: Scope

2.1. These general terms and conditions apply to all the services that Bannister provides to the Client, and thus form an integral part of the agreement between Bannister and the Client.

2.2. Bannister reserves the right to change these general terms and conditions.

2.3. A lawyer-apprentice associated with Bannister can, during their apprenticeship years imposed by the Bar, handle cases in his/her own name. If the lawyer, in those or other specific circumstances, uses his/her own stationery, there shall be no contractual relationship with Bannister and, as the occasion arises, the lawyer in question is the sole contracting party of his/her Client.

2.4. Acceptance of these general terms of cooperation is, for Bannister, an essential condition for our cooperation, which the Client agrees to.

Article 3: Fees and Billing

3.1. The fee covers the services of Bannister, including, but not limited to: representation in court, consultancy, meeting, correspondence, negotiations, phones, research, preparation of documents, travel time etc. A fee is also charged for written advice and/or advice over the phone given by Bannister.

3.2. The file will be handled at the rates agreed, on a case-by-case basis, with Bannister. The fee will be increased by 21% VAT.

3.3. Bannister shall bill to the Client the services, expenses and, if necessary, the costs paid to third parties. In principle, and unless otherwise agreed, this shall be done on a monthly basis, yet Bannister reserves the right to change the billing frequency.

3.4. The dominus litis has the discretionary power to divide the services to be provided in the dossier in question among the associate lawyers and/or trainee lawyers.

3.5. The expenses of the law firm concern a fixed administrative fee of 8% (which covers, among other things, secretariat costs, correspondence, written pleadings, contracts, memos, petition, summons etc.). This does not include €84.70 for opening the file and a travel allowance of €0.484/km (Including 21% VAT).

3.6. The law firm may request one or more advance payments before the commencement of the commission and during the handling of the case. An advance payment is the fixed amount the Client pays and this prior to a detailed statement of expenses and fees. In the final statement of expenses and fees, these advance payments are deducted from the total amount.

3.7. Unless otherwise agreed, the Client must pay the advance payments, the invoices and the final statement within 15 calendar days after the date of the payment request. If the Client does not agree with the requested advance payment or the final statement, he/she must protest it in writing within 8 calendar days of receipt. A detail of the provided services is available at first request.

Article 4: Terms of Payment

4.1. With regard to consumers:

In the event of non-payment of the entirety or a portion of the invoices and/or fee bills, the provisions of book XIX of the Code of Economic Law apply, and the law firm shall send the Client a free reminder to settle the amount due within 14 calendar days.

If the Client does not pay within that period of time, the outstanding amount shall be increased by annual interest calculated at the reference interest rate increased by eight percentage points as referred to in article 5, second paragraph, of the Law of 2 August 2002 on combating late payment in commercial transactions calculated from the calendar day following the day on which the free reminder was sent to the client, **plus** liquidated damages in the amount of:

- 20 euros if the balance due is less than or equal to 150 euros;
- 30 euros plus 10% of the amount due on the instalment between 150.01 and 500 euros if the balance due is between 150.01 and 500 euros;
- 65 euros plus 5% of the amount due on the instalment above 500 euros and with a maximum of 2,000 euros if the balance due is above 500 euros.

Additionally, the law firm may – after notice of default – suspend its services, or even terminate the cooperation in the event of late payment. In the event that the services are suspended or the cooperation is terminated due to non-payment by the Client, the law firm can in no way be held liable if any damage arises as a result of such suspension or termination.

4.2. With regard to professionals / enterprises:

In the event of non-payment of the entirety or a portion of the invoices and/or fee bills, the Client is obliged, *ipso jure* and without a notice of default being required, to:

- pay interest equal to that specified in article 5 of the Law of 2 August 2002 on combating late payment in commercial transactions, **plus**
- conventional liquidated damages of which the amount is set, on a flat-rate basis, at 10% of the unpaid amounts.

Additionally, the law firm may – after notice of default – suspend its services, or even terminate the cooperation in the event of late payment. In the event that the services are suspended or the cooperation is terminated due to non-payment by the Client, the law firm can in no way be held liable if any damage arises as a result of such suspension or termination.

4.3. This compensation also applies in the benefit of the consumer-client in the event that the law firm fails to perform its services. The above provisions are complete and mutually applicable (reciprocity).

4.4. The law firm reserves the right to adjust the fees specified in this mandate to the consumer price index. When calculating the indexation, the starting index will be the index of the month preceding the

signing of this mandate and the new index will be the index of the month preceding the anniversary of the signing of this mandate and the entry into force of the agreement.

4.5. The Client notifies the law firm of any contribution by his/her (legal expenses) insurer and, if the Client does not have such information, he/she shall turn directly to his/her insurer and notify the law firm thereof. To the extent that and insofar as a (legal expenses) insurer of the Client contributes, the law firm is entitled to recover from the Client its fees and expenses that are not covered by a (legal expenses) insurer, or are not borne, for whatever reason.

Article 5: Alternative Dispute Resolution (ADR)

The law firm informs you about the possibility to submit a dispute to the court. The law (article 444, 2nd paragraph, Judicial Code) requires us to give you information about other options available to resolve such a dispute, e.g. classic direct negotiations, collaborative negotiations, court-supervised conciliation, mediation, binding third-party decision or arbitration. They are appropriate dispute resolution methods, which can be judicial or extra-judicial.

You should keep in mind that when proceedings are initiated before the court, the court may ask the parties at the introductory hearing about the way in which they tried to resolve the dispute amicably prior to the legal proceedings (article 730/1, §2 Jud. Code). In this regard, the court may also order that you appear in person. Moreover, the court may, in certain cases, order a mediation.

More information about all of these different avenues can be found on the website of the Flemish Bar Association https://advocaat.be/. We will gladly answer on first request any questions you may still have.

Article 6: Money Laundering

The undersigned takes note of the applicability of the Money Laundering Prevention Act of 12.01.2004, which implies a legal obligation for the lawyer to identify the clientele and to report any money laundering to the Dean of the Bar in Antwerp.

If lawyers of Bannister BV assist you in the context of financial transactions or transactions relating to real estate, we are required to comply with specific legal and professional rules aimed at preventing money laundering and the financing of terrorism.

Before we can accept you as a client in such cases, we must first verify your identity, as well as the identity of any representatives acting on your behalf and your ultimate beneficial owners (UBOs), if applicable. We must also assess your profile and the purpose and nature of the assignment you entrust to us. These due diligence obligations also apply throughout the performance of our engagement and any future assignments you may entrust to us. The costs associated with these administrative obligations are included in our fees.

To enable us to comply with these obligations, you must promptly provide the necessary information whenever we request it. If any changes occur that may affect your status, you must immediately provide the relevant information on your own initiative. The information you provide will be processed and retained for a period of ten years from the end of our business relationship or from the completion of the last assignment you entrust to us. For more information regarding the data protection aspects of our obligations under anti-money laundering legislation, please refer to our Privacy Policy.

If you fail to provide us with the required information, we may be unable to accept you as a client and/or may be required to terminate our services immediately. We shall not be liable for any damages resulting therefrom. Furthermore, the termination of our services does not affect any work already performed and chargeable.

If, during the execution of our engagement, we identify facts that we know or suspect to be related to money laundering or the financing of terrorism, we are required to report these immediately to the President of the Antwerp Bar Association, except where we are providing legal advice or defending or representing you in connection with legal proceedings. The President of the Bar Association will then decide whether to forward our report to the Belgian Financial Intelligence Processing Unit (CTIF-CFI). In the event of such a report, we are obliged to terminate our services for you immediately, without being permitted to inform you of the reason. Such disclosure is prohibited by law. You may not hold us liable for any report made in good faith.

These obligations do not, of course, prejudice the professional secrecy that continues to characterize the relationship between a client and their lawyer.

Article 7: Working with third parties

7.1. In addition to the usual tasks performed in the law firm, the Client agrees that the law firm, under the responsibility of the latter, may hire the services of other (foreign) lawyers for specific tasks useful for the performance of the commission.

7.2. If it is necessary for the performance of the commission to hire the services of a judicial officer or a translator, the Client leaves the choice to the law firm.

7.3. The law firm shall only hire the services of other third parties, such as notaries public, experts or accountants, chosen in consultation with the Client, with the Client's express consent.

7.4. The related expenses shall be charged to the Client at cost price.

7.5. As part of its services, our firm uses artificial intelligence (AI) as a supporting tool for certain legal activities, including legal research, document analysis, and the preparation of texts. Such use is governed by strict internal protocols set out in our AI Policy.

Any output generated with the assistance of AI tools is manually reviewed and verified by a lawyer before being incorporated into any advice, pleading, or other work product. The firm uses only AI tools that provide adequate contractual safeguards regarding confidentiality and data protection, including data processing agreements compliant with the General Data Protection Regulation (GDPR) and data storage within the European Economic Area.

The lawyer handling your matter remains fully responsible at all times for all advice, pleadings, and work carried out in connection with your case. The use of AI tools does not in any way diminish or affect that responsibility.

Should you have any questions regarding the use of AI in your matter, you may raise them at any time with the lawyer responsible for your case.

Article 8: Liability and Liability Limitation

8.1. The lawyers and mediators associated with Bannister have, as a consequence of their affiliation with the Bar, individual professional liability coverage thanks to insurance taken out by the Flemish Bar Association (policyholder) with MS Amlin Insurance (leading insurer) and KBC Verzekeringen (co-insurer) through the broker Vanbreda Risks & Benefits (broker).

Such insurance covers liabilities for events giving rise to liability which occurred from 1st January 2013 and which were reported during the validity of this agreement for the insured who are affiliated from that date. For the others, coverage applies from their date of affiliation following notification by the FBA.

The contribution by this insurer – under the specific terms of the insurance policy underwritten – is capped at EUR 2,500,000.00 per claim.

This coverage applies to all countries, except the US and Canada.

Bannister refers, as for the specific terms of the insurance coverage, to the text of said insurance policy, which in any case takes precedence over the summary above.

A copy of the aforementioned is provided, on first request, to the Client at no cost.

8.2. Any liability relating to activities which are carried out by or on behalf of us, or which are in any other way related to an assignment given to us, is, to the extent permitted by law, limited to the amount that is effectively paid in that case by said professional liability insurance, plus the franchise, if applicable. The Client takes cognisance thereof and accepts this.

8.3. If the professional liability insurer does not cover the damages, without the law firm or its lawyers or mediators being at fault, the compensation based on a professional error of the law firm or its employees will be limited in principal, expenses and interests to an amount equal to the fees paid to the law firm in the dossier in question and with an overall maximum of EUR 50,000.

8.4. Said limitations of lability do not apply in the case of wilful misconduct or fraud on the part of Bannister and/or its lawyers or mediators. In the event that the Client is a consumer within the meaning of the Code of Economic Law, said limitations of liability do not apply to wilful misconduct, fraud and/or gross negligence on the part of Bannister, its lawyers or mediators, its employees or its attorneys-in-fact or, except in case of force majeure, to non-fulfilment of an undertaking which constitutes one of the main services of the agreement.

8.5. At the written request of the Client, we can take out additional insurance for a specific dossier, whereby the resulting additional costs can be passed on to the Client.

8.6. Bannister, its lawyers and/or mediators are not liable for any failures on the part of the third parties hired in connection with the performance of their services, not even if such third parties charge their fees and expenses directly to Bannister or its lawyers.

Article 9: Third party funds

The law firm may deduct sums from the amounts it receives on behalf of the Client to cover outstanding commissions or statements of expenses and fees. It shall inform the Client of this in writing. This provision is without prejudice to the Client's right to contest the statements of expenses and fees and to demand payment of these withheld amounts.

Article 10: Indemnity for legal proceedings

The undersigned acknowledges that he/she has been informed of the Act of 21 April 2007 on the recoverability of fees and expenses related to the assistance of the lawyer.

Article 11: Communication

The law firm is allowed to conduct all correspondence with you by e-mail at the e-mail address you provide below. The Client will ensure that he/she has and maintains control of this e-mail address and will notify the law firm if this address were to change. You accept the risks involved, except in the case of gross negligence or wilful default on our part.

Article 12 Information and processing of personal data

12.1. The law firm informs the Client on time about the performance of the commission and how the case is going.

12.2. The Client shall provide all useful information to the law firm on time and throughout the duration of the commission, if necessary at the law firm's request.

The Client gives the law firm explicit permission to process[1], this information, and if necessary the personal data[2], data concerning criminal convictions and criminal offences[3] and the special categories of personal data[4] that would be included herein, for one or more specific purposes as described in the object of the service and the task of the law firm under point 1.

12.3. Bannister reserves the right to process this information with a view to its legitimate 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.

12.4. The Client has the right to address a request for access, rectification, erasure, data portability of his/her personal data or a request for withdrawal of his/her consent or objection to the processing of his/her personal data to the lawyer[5].

12.5. Bannister undertakes to provide the Client with a reasoned reply to his/her request within a period of one (1) month. Depending on the complexity of the request(s) and the number of requests, this term may, if necessary, be extended by a further two (2) months[6]. This reply must state in a substantiated manner why the law firm complies (does not comply) with the request(s) of the undersigned.

12.6. If necessary, Bannister firm reserves the right to charge a reasonable fee in light of the administrative costs involved in complying with the request(s).

12.7. If Bannister uses an external processor (partners, subcontractors, judicial officers), Bannister will ensure that the data is treated confidentially and used in a secure manner. Bannister will not share your personal data with third parties, except in the following cases:

- You give us written consent to do so,
- We are required by law to do so,
- To enable judicial officers to perform their duties, such as effecting service or taking enforcement measures, among other things

Article 13: Jurisdiction

In the event of a dispute, the courts of Antwerp shall be competent and shall apply Belgian law, subject to compliance with the ethical codes.

Artikel 14: Termination

14.1. Both the Client and Bannister have the right to terminate the agreement, with immediate effect, at any time, without giving a reason. In the event that the Client is a consumer, within the meaning of the Code of Economic Law, Bannister may terminate the agreement only after expiry of a 2-week period of notice.

14.2. The contract shall be terminated by means of written notification.

14.3. In the event of termination, the Client is obligated to pay for all services provided and costs incurred by Bannister until the date of termination. Bannister shall return the dossier to Client on first request.

14.4. Bannister is not liable for any damage arising from the termination of the agreement with or caused by the Client.

Article 15: Archiving

All information about the processing, security and storage of personal data is provided in the privacy statement.

Article 16: Invalidity/Nullity

16.1. If one or more of the clauses of these general terms and conditions are considered null, invalid or unenforceable, they shall not affect the validity of the other terms and conditions. They shall be replaced by clauses whose content reflects as closely as possible the parties' initial intention.

16.2. The Dutch text of the general terms and conditions shall always take precedence over the English or French translations.

16.3. In the event of a contradiction between one of the articles set forth in the general terms and conditions and the mandate, the text of the mandate shall take precedence over the general terms and conditions.

Version applicable as of 1 November 2026

[1] In accordance with Article 4, 2) of General Data Processing Regulation, processing is: any operation or set of operations which is performed upon personal data or sets of personal data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction of data.

[2] Personal data should be understood within the meaning of Art. 4, 1) of the General Data Protection Regulation as "any information relating to an identified or identifiable natural person ("the data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more elements characterizing the physical, physiological, genetic, psychological, economic, cultural or social identity of that natural person.

[3] In accordance with Article 10 General Data Processing Regulation.

[4] In accordance with Article 9, 1) General Data Protection Regulation, this covers personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and processing of genetic data, biometric data for the purpose of uniquely identifying a person, or data concerning health, or data relating to a person's sexual behavior or sexual orientation.

[5] In accordance with Article 12 onwards of the General Data Protection Regulation.

[6] In accordance with Article 12 of the General Data Protection Regulation.