

Terms & Conditions – JN LAW BV

1. Applicability

- 1.1. These general terms and conditions apply to all services provided by JN LAW BV, its partners, employees and appointees, except in the case of an explicit and written deviation. By entrusting an assignment to JN LAW BV, the client accepts these conditions. These conditions prevail over the client's conditions, which are expressly rejected.
- 1.2. In the event of differences in interpretation between the French, English and Dutch versions of these conditions, the Dutch version shall prevail.
- 1.3. These general terms and conditions are also available on our website www.jnlaw.be.

2. Obligation of Means

- 2.1. JN LAW BV undertakes to perform the assignments entrusted to it to the best of its ability and with the required due care. The obligation is an obligation of means, without any guarantee of achieving a specific result.

3. Invoicing and Fees

- 3.1. Fees are calculated on the basis of the hourly rate, increased by any costs (such as court costs, travel expenses, expert fees, etc.). Advance invoices may be requested prior to or during the handling of the file.
- 3.2. JN LAW BV reserves the right to issue interim invoices for services already rendered and costs already incurred, regardless of whether the file has been fully completed at that time. These invoices may be sent at regular intervals, depending on the progress of the file or the nature of the assignment.
- 3.3. All invoices are payable within 30 days from the invoice date.
- 3.4. In the event of late payment, default interest of 12% per annum shall be due by operation of law and without prior notice of default, as well as a fixed compensation of 10% of the invoice amount, with a minimum of €250.
- 3.5. Invoices must be contested by the client, with reasons, by registered mail within a period of 14 calendar days from the invoice date. In the absence of contestation within this period, the invoice shall be deemed fully and irrevocably accepted.

4. Costs, Expenses and Advances

- 4.1. JN LAW BV may incur expenses in the name of the client, such as court costs, notarial costs, fees of experts, bailiffs or foreign lawyers. These expenses shall be recharged at cost price, increased with VAT where applicable.
- 4.2. JN LAW BV reserves the right to request advances before incurring costs or expenses. These advances shall be held in a third-party account and settled upon invoicing. If JN LAW BV holds funds on behalf of the client, these may be used for the (partial) payment of outstanding invoices.

5. VAT

- 5.1. All stated rates, fees and costs are exclusive of VAT, unless explicitly stated otherwise. VAT shall be charged in accordance with the applicable Belgian legislation.

6. Suspension and Termination of Services

- 6.1. JN LAW BV reserves the right to suspend the services in whole or in part or to terminate the agreement with immediate effect in the following cases:

- in the event of non-payment or late payment of invoices or advances;
 - in the event of refusal or negligence of the client to provide necessary information or documents;
 - in the event of non-compliance with legal obligations, including anti-money laundering obligations;
 - in the event of a conflict of interest or ethical objections;
 - in the event of serious disruption of the relationship of trust or cooperation;
 - in the event of force majeure or other circumstances rendering the performance of the assignment impossible.
- 6.2. In the event of termination, the client shall remain liable for payment of all services rendered and costs incurred up to the date of termination.

7. Liability

- 7.1. JN LAW BV is insured for its professional liability through a collective policy subscribed by the Orde van Vlaamse Balies. Liability is limited to the amount covered under this insurance. If no payment is made under the insurance, liability shall be limited to the amount of the fees paid by the client for the services concerned.
- 7.2. JN LAW BV shall under no circumstances be liable for indirect damage, including but not limited to consequential loss, loss of profit, loss of data, reputational damage or claims from third parties.
- 7.3. In the context of its activities, including consultancy assignments, JN LAW BV acts exclusively as a contractual service provider vis-à-vis its client.

Save in cases where the law does not permit this, no person involved in the performance of the assignment, including directors, employees, self-employed collaborators or other auxiliaries of JN LAW BV, may be held non-contractually liable by the client or by third parties for damage resulting from the performance of the agreement. The client undertakes not to bring any non-contractual claim against these persons.

The defences, limitations and exclusions of liability included in these general terms and conditions shall also apply for the benefit of the persons referred to in this article, who shall be considered as third-party beneficiaries.

This provision shall not affect liability in cases of fraud, gross negligence or for damage resulting from an impairment of a person's physical or psychological integrity, to the extent that such exclusion is not permitted by law.

8. Privacy, Data Processing and Data Protection

- 8.1. JN LAW BV processes personal data in accordance with the General Data Protection Regulation (EU 2016/679), the Belgian Act of 30 July 2018 on the protection of natural persons with regard to the processing of personal data, and other applicable legislation relating to privacy and electronic communications.
- 8.2. In the context of its services, JN LAW BV acts as data controller. It determines the purposes and means of the processing of personal data of clients, their employees, counterparties, third parties and other data subjects.
- 8.3. The personal data that may be processed include, inter alia: name, contact details, date of birth, nationality, financial and legal information, and in certain cases special categories of data such as health data or criminal data, insofar as necessary for the performance of the assignment.
- 8.4. The processing is carried out exclusively for purposes such as:
- the provision of legal services;
 - compliance with legal obligations (such as anti-money laundering legislation);
 - the management of the client database;
 - communication with relevant parties;
 - conducting legal proceedings;

- internal administration and quality control.
- 8.5. JN LAW BV shall take appropriate technical and organisational measures to protect personal data against unauthorised access, loss or destruction. If personal data are transferred outside the European Economic Area, this shall only take place subject to appropriate safeguards.
- 8.6. The client guarantees that it is entitled to provide personal data of third parties to JN LAW BV and that such data are accurate, relevant and limited to what is necessary for the provision of the services.
- 8.7. The client undertakes, where necessary, to make the privacy statement of JN LAW BV available to the data subjects whose personal data it provides.
- 8.8. Data subjects have the right to access, rectification, erasure, restriction of processing, data portability and objection, as provided for in the GDPR. Requests in this regard may be addressed to JN LAW BV via the contact details set out in the privacy statement.

9. Anti-Money Laundering Obligations

- 9.1. JN LAW BV is subject to the provisions of the Act of 18 September 2017 on the prevention of money laundering and the financing of terrorism. In this context, JN LAW BV is required to identify clients and their representatives and to implement appropriate client acceptance and due diligence measures.

These measures may include, inter alia:

- requesting identification documents;
 - verifying the ultimate beneficial owners (UBO);
 - monitoring transactions and business relationships;
 - reporting suspicious transactions to the competent authorities.
- 9.2. JN LAW BV reserves the right to suspend the commencement or continuation of its services until these obligations have been complied with. The client acknowledges these legal obligations and undertakes to provide all requested information in a timely and accurate manner.

10. DAC6 – Reportable Cross-Border Arrangements

- 10.1. The client is informed that certain services of a cross-border nature may fall within the scope of the Act of 20 December 2019 transposing Directive (EU) 2018/822 (DAC6) on the mandatory automatic exchange of information in the field of reportable arrangements.
- 10.2. Where JN LAW BV acts as an intermediary within the meaning of DAC6, it may, under certain conditions, be required to report such arrangements to the Belgian tax authorities. Where JN LAW BV is bound by professional secrecy, it shall be exempt from this reporting obligation, but shall inform the client and any other intermediaries involved thereof.
- 10.3. In the absence of any other reporting intermediary, the reporting obligation shall shift to the client, who shall then be responsible for the filing. JN LAW BV may, if so requested and subject to a written mandate, carry out such filing on behalf of the client. JN LAW BV shall not be held liable for the failure to file or for incorrect filing of a DAC6 report where it is not legally required to report.

11. Entire Agreement, Severability and Nullity

- 11.1. These general terms and conditions constitute the entire agreement between the client and JN LAW BV and replace any prior agreement and any previous oral or written understanding between the parties relating to the same subject matter.
- 11.2. If any provision (or part thereof) of these general terms and conditions is unenforceable or contrary to a provision of mandatory law, this shall not affect the validity and

enforceability of the remaining provisions. Nor shall it affect the validity and enforceability of that part of the relevant provision which is not unenforceable or contrary to mandatory law. In such case, the parties shall negotiate in good faith to replace the unenforceable or conflicting provision with an enforceable and legally valid provision that most closely reflects the purpose and intent of the original provision.

12. Governing Law and Jurisdiction

- 12.1. The agreement between JN LAW BV and the client shall be exclusively governed by Belgian law.
- 12.2. All disputes shall fall within the exclusive jurisdiction of the courts of the judicial district of Leuven.