

GENERAL TERMS AND CONDITIONS & PRIVACY POLICY

The general terms and conditions listed below apply to all services provided by the partners, lawyers, and individuals working for the SRL "EQUAL-PARTNERS, Law Firm" (hereafter "EQUAL") within the scope of the activities of this company.

1. **EQUAL** is a civil company under Belgian law constituted as a limited liability company. Its corporate purpose is the exercise of the profession of lawyer. EQUAL SRL is registered with the Belgian Crossroads Bank for Enterprises under number 0607.972.937. The lawyers practicing within the firm are registered either with the French Order of Lawyers of the Brussels Bar or the Nederlandse Orde van advocaten bij de balie van Brussel.
2. **Ethics.** The lawyers of EQUAL comply, in the performance of their legal services, with the ethical rules applicable to them, according to the order to which they belong.
3. **Services.**
 - 3.1. **Service Providers.** Any assignment is accepted and executed by EQUAL. EQUAL therefore assumes responsibility for the services provided by its lawyers and staff. In accordance with its ethical rules, the partner in charge of a case is jointly liable for the company's commitments to the client.
 - 3.2. **Beneficiary of Services.** Any assignment executed by EQUAL is for the exclusive benefit of the client who entrusted it with the assignment. EQUAL's services are covered by professional secrecy. These services cannot be used by third parties, and EQUAL assumes no responsibility towards them unless expressly agreed in advance and in writing.
 - 3.3. **Public Contracts or private calls for legal services.** When tendering to a public contract or a private call for legal services, the EQUAL association may be required, in strict compliance with the lawyer's code of ethics, to disclose the names of clients for whom it works or has worked in the relevant matter, as well as to provide information related to the subject of the contract in the cases it handles or has handled. The information communicated does not, under any circumstances, relate to the client's private life. The client gives their consent, revocable *ad nutum*, to this communication.
 - 3.4. **Third-Party Intervention.** With the client's consent, EQUAL may call upon third parties to perform services on behalf of the client. However, EQUAL will not be responsible for any faults or shortcomings committed by these third parties in the performance of their services.

- 3.5. End of Assignment.** The client may terminate the relationship with EQUAL at any time and without reason. In this case, the client remains obliged to pay for the services rendered prior to the notification of the end of the relationship and to bear the costs incurred by EQUAL before this notification. EQUAL may terminate the relationship with the client in compliance with the applicable ethical rules.
- 4. Liability and Insurance.** EQUAL's liability is limited to the amount actually covered by the insurance covering its professional liability. In addition to the coverage of the bar insurance policy, EQUAL also has a second-tier professional liability insurance policy. The indemnification limit of this insurance is currently set at EUR 5,000,000.00 per claim. A copy of the insurance policies can be obtained upon request. If, for any reason, the insurance does not cover EQUAL's liability, EQUAL will personally cover it, but within the limit of twice the amount of fees that the client in question has actually paid to it in the year preceding the occurrence of the claim. The liability of the lawyers practicing within EQUAL is limited to the amount actually covered by the insurance covering their professional civil liability. This liability is covered by a collective insurance policy subscribed by the Order of French-speaking and German-speaking Bars (OBFG) or the Orde van Vlaamse Balies (OVb). The right to compensation expires if the compensation claim has not been notified in writing to EQUAL within six months following the discovery of an event that puts or may put EQUAL's liability into question.
- 5. Guarantee to Third Parties.** The client guarantees EQUAL against any claims from third parties arising from the assignment entrusted by the client and/or the services performed for the client, except to the extent that such a claim is based on a fault of EQUAL.
- 6. Financial Conditions.**
- 6.1. Fees.** Unless otherwise agreed, fees are calculated based on the number of hours worked multiplied by the hourly rates set by EQUAL and communicated at the opening of the case.
- 6.2. Costs.** Unless otherwise agreed, costs paid by EQUAL on behalf of the client will be calculated separately. These include internal costs (e.g., photocopying costs, postage costs, etc.) and external costs (e.g., expert and technical advice costs, bailiff costs, and costs related to replacement at a local bar, travel costs, translation costs, etc.). Car travel costs are billed per kilometer traveled in accordance with the flat rates set by the SPF (federal public service) Finances. Public transport travel costs are billed as incurred to the client. Only general

office costs (such as telephone, fax, office costs, etc.) are included in the hourly rate.

6.3. Client or Third-Party Funds. Funds received by EQUAL from the client or a third party that must be kept for them will be placed in a third-party account with a financial institution chosen by EQUAL. EQUAL incurs no liability in case of failure of the financial institution concerned or any other financial institution involved in the transfer of funds, or for any other acts or negligence of financial institutions.

- 7. Scope of General Terms and Conditions.** These general terms and conditions automatically apply to any relationship with EQUAL's clients and to any assignment accepted by EQUAL, unless expressly agreed otherwise in writing by two EQUAL partners. The general terms and conditions may be updated as necessary. They are available on the website www.equal-partners.eu. In case of discrepancy between the English, French, and Dutch versions of these general terms and conditions, the French version prevails. If any clause or part of a clause of these general terms and conditions is declared invalid or unenforceable, all other clauses remain applicable.
- 8. Applicable Law and Jurisdiction.** The relationship between the client and EQUAL is subject to Belgian law, excluding the rules of private international law. Any disputes will be exclusively submitted to the courts of the Brussels district.

Updated on 30-04-2025

PRIVACY POLICY

All personal data in our possession is subject to professional secrecy under the Code of Professional Conduct for Lawyers.

EQUAL also complies with the obligations incumbent upon it under:

- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR);
- The Law of 30 July 2018 concerning the protection of natural persons with regard to the processing of personal data.

EQUAL attaches great importance to the confidentiality of the personal data collected, and such data will be processed with transparency, fairness, and lawfulness.

1. EQUAL is the data controller for personal data

EQUAL is a Belgian company in the form of a private limited liability company. Its corporate purpose is the practice of the profession of lawyer. EQUAL is registered with the Belgian Crossroads Bank for Enterprises under number 0607.972.937. The lawyers practicing within the firm are registered either with the Ordre français des avocats du barreau de Bruxelles or the Nederlandse Orde van Advocaten bij de balie van Brussel.

EQUAL is the data controller and guarantees that only its lawyers and staff have access to personal data processed for the purposes set out above.

2. Categories of personal data

EQUAL collects and processes the following personal data:

- Identification data or personal contact details (name, email address, telephone number, profession, addresses, official information);
- Technical data (e.g., IP address, browser type) when our website is visited;
- Any other personal data provided by the client to carry out the legal mission entrusted to EQUAL (contracts, correspondence, etc.)

3. Purposes of processing

EQUAL processes personal data for the following purposes:

- To execute the contract between the client and EQUAL, i.e., to respond to requests and provide the requested legal services;

- To comply with legal obligations to which EQUAL is subject;
- To manage billing for its services;
- To improve our website and services;
- To keep the client informed of general, legal, and/or scientific information.

4. Legal basis for processing

EQUAL processes data from its clients and suppliers based on one or more of the following legal grounds:

- Consent,
- Performance of a contract concluded with our clients,
- Compliance with legal obligations,
- Legitimate business interests.

5. Recipients of personal data

Solely to defend its clients' interests or to perform the legal mission entrusted to it, EQUAL may disclose personal data to competent national or international courts, other parties to the procedure, mediators, public authorities, fellow lawyers, translators, or professional regulatory bodies to which its lawyers are subject.

In the course of its internal management, EQUAL may also disclose certain personal data to third parties in the context of accounting or IT services.

Personal data are never sold, rented, distributed, or made available to third parties for commercial purposes.

6. Security

EQUAL ensures the security of personal data processing.

EQUAL implements appropriate technical and organizational measures to protect the data in its possession against unauthorized access, loss, or misuse:

- **Technical measures:** updated and secured servers; daily secure backups; use of antivirus, anti-spam, and firewalls; use of secure access credentials, usernames and passwords;
- **Organizational measures:** restricted access to personal data; clear incident response procedures; instructions provided to staff.

In case of a security breach posing a risk to personal data, the firm will act immediately to identify as soon as possible the cause of the breach and take adequate remedial measures. Where necessary, the Data Protection Authority will be informed in accordance with applicable law.

7. Retention period

EQUAL retains personal data for as long as necessary to achieve the purposes described in this policy, unless a longer retention period is required by law.

As a law firm, EQUAL retains the personal data necessary to carry out its legal mission for as long as needed to complete the mission. After this period, personal data will be retained for at least 10 years following the last client contact.

Personal data will also be retained in accordance with applicable laws and limitation periods.

8. Rights of data subjects whose personal data are processed

Subject to contractual or legal obligations, the data subject whose personal data are processed by EQUAL has the following rights:

- Right to access personal data;
- Right to rectify personal data;
- Right to erase personal data;
- Right to restrict processing;
- Right to object to processing;
- Right to data portability;
- Right to withdraw consent;
- Right to lodge a complaint with the Data Protection Authority.

9. Contact person

EQUAL ensures the appointment of a contact person for any questions regarding the processing of personal data by EQUAL. This is Ms. Bénédicte De Beys: benedicte.debeys@equal-partnes.eu.

10. Scope of privacy policy

This privacy policy is automatically applicable to all relationships with EQUAL's clients and to all missions accepted by EQUAL, unless expressly modified in writing by two partners of EQUAL. The privacy policy may be updated if necessary. In case of discrepancies between the English, French, and Dutch versions of this privacy policy, the French version shall prevail. If any clause or part of a clause in this policy is held to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

11. Changes to this policy

We may update this privacy policy at any time. Any changes will be published on EQUAL's website: www.equal-partners.eu. The last update was on 29 May 2025.