

## General Terms and Conditions

### 1. General

The following terms in these General Terms and Conditions have the meanings given below:

- Client:* the natural person or legal entity of that has appointed the contractor to carry out work  
*Contractor:* EBBEN Partners, Neerveldstraat 57 rue Neerveld, 1200 Brussels, Belgium, hereafter called EBBEN  
*Assignment:* an assignment in which EBBEN uses its knowledge and experience to provide an opinion or, in the context of the purpose of the work to be carried out, collects, analyses, interprets, verifies and reports on the matter.

### 2. Applicability

- a. These General Terms and Conditions apply to all legal relationships between the contractor and its client, also including below agreements that are taken on by the contract in the context of carrying out the work. Modifications to these terms and conditions must be specifically confirmed by the contractor in writing.
- b. The general terms and conditions of the client will only apply for the agreements entered into with the contractor, provided they do not conflict with these terms and conditions. If there is any doubt in relation to the question of whether any such conflict exists, the general terms and conditions of the contractor will prevail.

### 3. Commencement and duration of the agreement

- a. The agreement will first come into effect and commence at the time the confirmation of the assignment, signed by the client, is received back and signed by the contractor, or on commencement of the actual work by the contractor, should such commencement take place at an earlier time. The confirmation of the assignment is based on the information provided at the time by the client to the contractor.
- b. The client will only disseminate information to the media, public, its own organisation and/or other persons that have an interest in the dissemination of information relating to the investigation, after consultation has taken place with the contractor, or if the dissemination of information so requires it, the contractor has been informed in timely fashion about the dissemination of information.

### 4. Client data

- a. The client is required to provide the contractor with all data and documents, in a timely manner in the required for and in the required way that the contractor deems to be necessary to be able to carry out the assignment assigned to it.
- b. If and provided the client so requests, the documents made available will be returned to the client, except for what is defined under point 16.

### 5. Carrying out the assignment

- a. The contractor will define the manner in which the assignment given is to be carried out, unless agreed otherwise in the assignment confirmation. Wherever possible, the contractor will take account of modifications made in a timely and justified manner by the client in relation to the carrying out of the assignment.
- b. The duration of the assignment may be affected by all sorts of factors, except by the efforts of the advisory or investigation team. These include the quality of the information received by the contractor, the nature and complexity of the issues and the level of cooperation provided. The contractor may therefore be unable to indicate in advance how long it may take for the assignment to be carried out.

### 6. Secrecy and custody

- a. The contractor is bound to secrecy with regard to third parties that are not involved in the carrying out of the assignment. This secrecy applies to all information of a confidential nature made available to the contractor by the client, and the results achieved by processing said information. This secrecy does not apply where the law or legislation obliges the contractor to disclose information and in the event of the contractor appearing in civil, criminal or disciplinary proceedings in which the confidential information may be of importance.

**Statutory name**

EBBEN Partners SPRL-BVBA

**Address**Neerveldstraat 57 rue Neerveld  
1200 Brussels  
Belgium**Tel**

+32 (0)2 763 1282

**Fax**

+32 (0)2 763 4191

**Online**

info@ebbenpartners.be

www.ebbenpartners.be

**Company register**

892.189.865

**VAT**

BE0.892.189.865

**IBAN**

BE08 3630 8203 0213

**SWIFT**

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- b. Unless specifically agreed to the contrary in writing, the client will not make public the contents of any reports notifications or other documents drawn up by the contractor or any other comments, written or otherwise, made by the contractor, to third parties or to refer to them in any other way. Nor will the client notify third parties about the approach taken or methods of working used by the contractor. The client will ensure that third parties are not able to gain possession of the knowledge covered in this clause.
- c. The files and records produced by the contractor in the course of carrying out the assignment are the property of the contractor.

### 7. Force majeure

- a. The client has the right, if as the result of force majeure the assignment cannot be carried out as agreed, to terminate the agreement, wholly or partially, in writing, with immediate effect.

### 8. Fees

- a. The contractor is permitted to adjust its rates at least once a year, unless other arrangements have been made expressly to the contrary.
- b. The contractor's fee is not dependent on the outcome of the assignment and is due to the extent to which work has been carried out by the contractor on behalf of the client.

### 9. Payment

- a. Payment of the invoiced amount by the client must take place within 15 days of the invoice date, in the currency stated on the invoice, at the offices of the contractor or by way of a deposit into the bank account indicated by the contractor, without any deduction, or any entitlement to a discount or debt set-off.
- b. The contractor is entitled to suspend compliance of all of its obligations, including the issuance of documents or other items to the client or third parties until such time as all due claims on the client have been settled in full.
- c. All costs arising from collection of claims through the courts or out of court will be borne by the client. Out-of-court costs are set at a minimum of 15% of the amount claimed.

### 10. Complaints

- a. Any complaint relating to work carried out and/or the amount invoiced, must be lodged within 30 days after the dispatch date of the documents or items objected to by the client, or must be made known to the contractor within 30 days of the client discovering a shortcoming if the client can demonstrate that it could not reasonably have discovered the shortcoming sooner.

### 11. Electronic communication

- a. While the assignment is being carried out, both client and contractor may communicate with each other electronically. The contractor is not liable for any damage suffered by the client as the result of using electronic means of communication, including - but not limited to - damage arising from the non-delivery or delay in the delivery of electronic communication, interception or manipulation of electronic communication by third parties, or by programming/equipment used for sending, receiving or processing electronic communication, conveying viruses and the correct or incorrect operating of the telecommunications network or other resources required for electronic communication, except where this damage is the result of intent or serious fault of the contractor. The data extracts from the contractor's computer systems will provide compelling evidence as to (the content of) the electronic communication sent by the contractor until such time that contrary evidence is provided by the client.

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### 12. Liability

- a. For all direct damage to the client that is in any way connected with, or which is caused by the assignment not being carried out, not being carried out on time or not being carried out properly, the contractor is only liable up to a maximum of the amount of the fee for the assignment in question over the past calendar year, except where there is any intent or similar serious fault on the part of the contractor. The contractor is not liable for any damage caused because the client provided incorrect or incomplete information to the contractor.
- b. For all indirect damage, which is understood to include stagnation in the regular process of business in the client's company, that is connected in any way with or caused by an error in the carrying out of the work by the contractor, the contractor can never be liable.
- c. The contractor is entitled at all times, if and insofar as this is possible, to remedy damage to the client.
- d. The contractor is not liable for damage caused to or the destruction of documents while they are being carried or when sent through the post, regardless of whether the carriage or mailing was done by or on behalf of the client, contractor or third parties.
- e. The client will safeguard the contractor against all claims from third parties that may be connected directly or indirectly with the fulfilment of the agreement.

### 13. Termination

- a. If the client gives the contractor incorrect or incomplete information or falls short of requirements in some other way, the contractor is entitled to terminate the agreement immediately, without it being liable to pay compensation.
- b. If the agreement is terminated before the assignment has been completed, the contract retains claim in any event to the payment of statements for work carried out.

### 14. Disputes with third parties

- a. Since the assignments given to the contractor bring with them a greater chance of disputes with third parties on account of their nature that may lead to costs being incurred by the contractor that are not covered in the contractor's charges, the client agrees that these costs should be borne by the client, taking the following conditions into account.
- b. In the event of complaints or claims from third parties, whether or not leading to civil, criminal or disciplinary proceedings or other proceedings, including out-of-court proceedings that relate to the work carried out by the contractor, those costs that the contractor might reasonably incur, must be reimbursed by the client. These costs include - but are not limited to - first, any additional work that the contractor needs, in its opinion, to carry out in order to defend itself or to fight for the interests of the client and which will be charged to the client at the rates in effect; second, and any costs, including the costs for any legal support required; and, third, miscellaneous expenses, such as secretarial costs, travelling time, travel and accommodation costs and other associated costs.
- c. The contractor will inform the client as quickly as possible if it appears that the costs mentioned above are likely to be incurred.

### 15. Safeguard

- a. The client will safeguard the contractor, its staff and any persons employed by it or on its behalf, from claims of any kind that third parties that claim to have suffered damage from or connected with the work carried out by the contractor on behalf of the client, except where said damage is the result of intent or serious error on the part of the contractor.
- b. The contractor accepts no responsibility for damage arising from or connected with legal transactions conducted by the client, in which it has been led or has based itself on remarks or advice from the contractor.
- c. When taking on an investigative assignment, the client acknowledges that such investigations sometimes bring with them exceptional and personal risks for the contractor's staff. If it appears that continuing the investigation involves such risks and the contractor deems it unreasonable to continue the investigation, the contractor may return the assignment to the client in whole or in part. The client accepts that the contractor is not liable for damage in any form whatsoever that may arise from returning the assignment of part of it.

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### **16. Use of the report**

- a. Once the assignment has been completed, the contractor will draft and submit a written report if and insofar as this has been agreed in writing. The contractor's report is intended solely to inform the client of the contractor's findings in the context of the assignment. Use of the report or parts of the report for any other purpose, further publication or making the report available to third parties is not permitted without the prior written consent of the contractor. Third parties may not grant any rights to the investigation report.
- b. The contractor reserves the right to withdraw a report already issued and/or issue a supplementary report in the event of unexpected new relevant facts or circumstances coming to light after the report is issued. Work in this regard comes under the investigation assignment.

### **17. Applicable law and choice of forum**

- a. Belgian law applies to all agreements between the client and the contractor to which these General Terms and Conditions apply.

July 2015