

## **Terms and Conditions**

DiploMed is a registered European trade mark of MEUWISSEN ADVOCATEN BV, with registered office at Cogels Osylei 5, 2600 Berchem, Belgium and with offices at Jan van Rijswijcklaan 66 at 2018 Antwerp Belgium, company number 0461.972.990 ("DiploMed"). The contractual relationship exists between the client and DiploMed, even if the client only has contact with one or more specific lawyers, accredited mediators, self-employed persons or employees associated with DiploMed.

1.

In the event of a conflict, these general terms and conditions will prevail over any other general terms and conditions of the client, unless otherwise agreed in writing by one of the partners of DiploMed.

2.

Depending on the nature and complexity of the assignment, one or more lawyers, accredited mediators, self-employed persons or employees associated with DiploMed are normally designated as the primary contact person (s) for the client. Other lawyers, accredited mediators, self-employed persons or employees associated with DiploMed can be added to the team if, according to DiploMed, this seems appropriate in order to be able to meet the services requested by the client. For specific and / or foreign matters, DiploMed is also entitled to call on the services of lawyers, accredited mediators, self-employed persons or employees from other firms.

3.

When DiploMed is obliged (by law, ethical rules or otherwise) to perform a prior or other client due diligence, the client shall provide all information, documents and supporting evidence requested by DiploMed. In the event of non-cooperation of the client, DiploMed reserves the right to terminate the performance of its services, regardless of whether services have already been provided prior to the non-cooperation and without prejudice to the obligation on the part of the client to pay the services already provided and additional costs.

4.

DiploMed's fees for providing services are calculated on the basis of the time spent on a particular case and the hourly rate of the lawyers, accredited mediators, self-employed persons or employees associated with DiploMed who performed the services concerned. DiploMed's costs are calculated on a flat-rate basis per unit. The amounts of both the hourly rates and the costs are normally communicated to the client at the start of the relationship with the client and will in any case be provided to the client free of charge and upon his first

request. The rates for fees and costs are subject to revision without prior notice. DiploMed also reserves the right to request an advance payment from clients with regard to its fees and costs. Any dispute must be communicated in writing within 15 days following the date of the invoice. In the absence of this notification, the invoice will be deemed to have been accepted. Invoices are payable from the 15th day after the date of issue. In case of late payment, interest is due in accordance with the applicable law increased with a fixed compensation of 10% of the outstanding amount and this without prior notice of default.

5.

The liability of DiploMed and its lawyers, accredited mediators, self-employed persons or employees, both contractual and extra-contractual, towards the client and third parties for any damage, loss or cost that is the direct or indirect result of the services, actions or omissions by DiploMed and / or its lawyers, accredited mediators, self-employed persons or employees associated with DiploMed is in any case limited to the amount that is actually paid to DiploMed in the context of its professional liability insurance, except in the case of deliberate error or fraud on the part of DiploMed. The amount of cover under the professional liability policy taken out by DiploMed exceeds the thresholds and requirements imposed by the applicable rules. A copy of the provisions of this professional liability policy concluded through the brokerage of Vanbreda Risk & Benefits is provided to the client free of charge and upon first request.

6.

DiploMed can terminate the contractual relationship with its client for any reason in accordance with the applicable ethical rules and / or if unpredictable or unforeseeable circumstances arise after the start of the contractual relationship and which make the services by DiploMed difficult or impossible. The client can terminate the contractual relationship with DiploMed in writing at any time. However, the termination of the services does not affect the client's commitment to pay the services and costs performed prior to the termination and services and costs related to the transfer of the file.

7.

Notwithstanding DiploMed makes reasonable efforts to safeguard its e-mails and attachments from viruses or other defects that may affect computers or an IT system, it remains the responsibility of the client to ensure that appropriate measures are in place to protect the computers and the IT system of the client against such viruses or defects. DiploMed accepts no liability for any loss or damage resulting from the receipt or use of electronic communication originating from DiploMed.

8.

DiploMed collects and processes personal data of clients in the context of its services, client management, accounting and direct marketing (legal grounds: performance of an agreement, legal obligation and / or legitimate interest). Personal data are only passed on and stored to the extent and for as long as necessary for these purposes. The client has the right to inspect, correct, delete and object, as well as to file a complaint with the data protection authority. The client is responsible for the accuracy of the personal data which he provides and undertakes to comply with the GDPR with regard to the persons from whom he transfers personal data, as well as with regard to personal data that he would receive from DiploMed

and its employees. For more information, please consult our Data Protection Policy on the website or contact us via [info@diplomed.org](mailto:info@diplomed.org) - tel. +32 3.248.65.47.

9.

The contractual relationship between DiploMed and the client is governed by Belgian law. In the event of a dispute, the courts and tribunals of Antwerp, division of Antwerp (Belgium) have sole and exclusive jurisdiction, without prejudice to DiploMed 's right to bring the claim to the courts and tribunals of the client's domicile or registered office.