



time.lex – terms and conditions of engagement

1. Information on time.lex

time.lex cvba ('time.lex') is an independent Belgian law firm with a particular focus on information and technology law. time.lex has its registered office and principal place of business at Congresstraat/rue du Congrès 35, B-1000 Brussels. All time.lex lawyers are registered with a European Bar Association and are subject to the applicable professional rules of the Brussels bar, which can be consulted via <http://www.baliebrussel.be>, <http://www.barreaudebruxelles.be>.

time.lex operates as a Belgian limited liability partnership and its registered company number is 0890.217.005.

2. Terms and conditions of engagement

By entrusting the provision of legal services ('the services') to time.lex, you ('the client') agree to be bound by the present general terms and conditions of engagement ('the terms of engagement') for as long as time.lex performs the requested services and for as long as such services produce effects, excluding the applicability of any other terms and conditions.

time.lex provides the services exclusively for the benefit of the requesting client. Third parties should not rely on the services nor derive any rights from them.

3. Communication between time.lex and the client

Both time.lex and the client will carry out their best efforts to verify and communicate to each other the existence of potential conflicts of interests prior to the commencement of services by time.lex.

All instructions are to be delivered in writing. The client expressly accepts the risks related to communication via electronic means, in particular with regard to potential errors or omissions, interception, corruption, loss, delay or transmission of viruses. The client holds time.lex harmless from and against any consequences resulting hereof.

Nevertheless, time.lex and the client may explicitly agree on the implementation of special security measures for communication and the exchange of information, such as the use of encryption, digital signatures or time stamps.

The client agrees to provide time.lex with all information and guidance useful and necessary for the provision of the services. The client understands that effective and efficient provision of the services depends on the completeness and accuracy of the information provided.

4. Engagement of third parties in the provision of the services

time.lex may, at its choice and in the interest of full professional service provision, engage carefully selected third parties, such as technical experts or other domestic or foreign attorneys or advisors. time.lex will in no event be liable for any acts or omissions of third parties or any limitations of liability imposed by such third parties if the intervention of the third parties was requested or agreed to by the client.



5. Time frame for provision of the services

time.lex always undertakes reasonable efforts to provide the services within a short time frame. Any estimation in this respect is non-binding and will not constitute a formal deadline, unless otherwise agreed between time.lex and the client.

6. Fees and expenses for provision of the services

The fees for services are usually based on hourly rates, taking into account the nature, complexity and urgency of the matter. Any fee estimate regarding the time effort needed for provision of the services is made in good faith and considered as non-binding, unless otherwise agreed between time.lex and the client. However, time.lex will try to inform the client in due time if any fee estimate threatens to be exceeded considerably before completion of an assignment.

The fees for services performed by time.lex are not subject to VAT on the basis of article 44, §1, 1° of the Belgian VAT code.

For general administrative office costs, time.lex invoices five (5) percent of the overall invoice. Any specific disbursements incurred on behalf of the client's behalf, including but not limited to transportation, travel and courier expenses, costs for translation, procedural formalities, bailiffs, notaries, experts, foreign attorneys, registration of documents, stamp duties or any other taxes or costs, are charged separately at actual cost.

time.lex may also charge for the time spent on preliminary legal or other research necessary to prepare an accurate fee estimate.

7. Invoicing by time.lex

Unless otherwise agreed, time.lex usually invoices the client on a monthly basis as soon as the fees and costs for a particular assignment exceed EUR 1.500.

Any invoice issued by time.lex should be settled within twenty-one (21) days as of its reception. In case of late payment, time.lex is entitled to charge interest at the ordinary or special legal rate. If an invoice remains unpaid after more than sixty (60) days, time.lex reserves the right to retain any and all funds or documentation.

time.lex may agree, upon receiving authority from client, to settle an invoice with a third party indicated and properly identified by the client.

Any monies received from third parties on behalf of the client, will be deposited in a special bank account held by time.lex in accordance with applicable bar regulations.

In accordance with applicable bar regulations, time.lex may request an advance payment for services that have been or will be provided. In case of non-payment hereof, time.lex is entitled to suspend further performance of the services.



8. Liability of time.lex and the client

In the event of any loss, damage or costs incurred by the client as a result of the services, the client agrees to waive any claim for contractual or tort liability against the individual attorneys or employees of time.lex.

In case of a claim against time.lex, all liability towards the client in the relevant matter will be limited to the amount paid under the professional liability insurance policy, or in the absence of payment by such policy for whatever reason, to an amount equal to three (3) times the amount of the total fees charged to the Client for the relevant assignment, with a maximum amount of EUR 100.000. Such limitation or exclusion of liability does not apply in case of damages or loss resulting from intentional fault or gross negligence, fraud or fraudulent misrepresentation on the part of time.lex.

time.lex will in no event be liable towards the client for events beyond its reasonable control nor for negligence, acts or omissions on the part of the client or third parties.

9. Fight against money laundering and terrorism financing

time.lex is bound by applicable money laundering legislation and bar rules, imposing strict obligations to obtain detailed knowledge of the client's identity, business and origin of funds. time.lex is obliged to report to the chairman of the bar any possible money-laundering operations and any financing of terrorism in which the client might be involved. The client will at all times provide time.lex with accurate and complete identification information, including the identity of its own clients or beneficial owners. time.lex reserves the right not to commence provision of the services without such information.

10. Data protection and privacy

time.lex and the client will respect applicable data protection legislation when obtaining any personal data as a result of an assignment entrusted to time.lex. In particular, they guarantee that they have the permission to communicate and that they will process such data only for purposes connected with the assignment and to the extent necessary for such purposes. time.lex and the client also undertake not to transfer such data to any third parties, except if required by law or authorised by each other. Data subjects have a right to access their personal data and ask for rectification or deletion where such data is inaccurate, incomplete or non-relevant by sending a written request dated and signed, accompanied by a copy of both sides of their identity card.

11. Confidentiality

time.lex and the client will each implement adequate measures and procedures to protect the integrity and confidentiality of information obtained in the context of their professional relationship.

time.lex is also bound by applicable bar rules imposing strict deontological obligations of confidentiality.

time.lex will only disclose information whenever

- it is expressly obliged by applicable law or bar rules to do so;
- the client permits the disclosure;
- the information is already in the public domain;



- the disclosure is done to other advisers of the client involved in a matter relating to the services;
- the disclosure is done to another law firm in the interest of full professional service provision.

Unless where explicitly requested otherwise by the client, time.lex may use the name of the client as a reference for its own marketing purposes.

12. Rights in documentation

time.lex retains all copyright and other property rights in advice, documentation and other information provided to the client, unless otherwise expressly agreed between time.lex and the client. The client may make reproductions of such information for its own internal use but may not pass them on to third parties without the prior, written consent of time.lex.

Any advice or contractual documents sent to the client by time.lex should be considered draft versions for discussion purposes only and the client agrees not to disclose or rely upon such draft versions, unless where time.lex clearly indicates that the document is delivered in its final version.

13. Quality management

time.lex constantly endeavours to provide high quality legal services tailored to the client's specific needs. If at any time the client should find that services can be improved, time.lex will deal with such concerns with due care and attention and as soon as reasonably possible upon being informed thereof.

14. Governing law and jurisdiction

The relationship between time.lex and the client is governed by Belgian law only.

Any dispute in connection with services performed by time.lex shall be under the sole jurisdiction of the Dutch speaking courts of Brussels, excluding any other court.

No claim can be made unless litigation is commenced within one (1) year of the discovery thereof.

Brussels, 12 November 2009