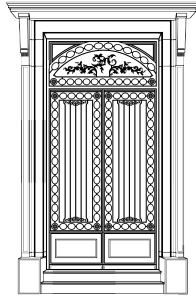


General Terms & Conditions



Preamble

The present terms of relationship act as the terms and conditions (the "General Terms and Conditions" or "Terms of our Relationship") govern the relationship between Buyck Family Advisory Office (with place of business and registered office at 226A, Route d'Arlon, L-8010 Luxembourg) (herein referred to as "Buyck Family Advisory Office", "Us" or "BFAO"), a limited liability company constituted in the form of a Société à Responsabilité Limitée, in incorporation in the Grand Duchy of Luxembourg with the Register of Commerce of Luxembourg (R.C.S.), and its clients (the "Client"), referring to individuals and any associated family members and, or companies that are controlling or holding a part of your wealth or of which they are having an ownership in.

All Service Agreements, referring to any arrangements or agreements initiated by the clients mandating Buyck Family Advisory Office for one or several services or by signing a separate contract, shall fall within the scope of the General Terms and Conditions (GTCs) governing the provision of services by Buyck Family Advisory Office.

Unless the context otherwise requires, the singular form also includes the plural, and all masculine terms referring to persons refer to persons of both genders.

By agreeing to the present General Terms and Conditions, the Client expressly declares having carefully read, understood, fully accepted and received a copy of these General Terms and Conditions.

The Client confirms having been informed by Buyck Family Advisory Office in good time before entering into any agreement for the provision of services (such as advice) or ancillary services (transactions facilitation, where Buyck Family Advisory Office is involved in such transaction, or research and financial analysis or other forms of general recommendation relating to economic counsel); or before such services are provided to it; about the risk factors associated and especially regarding transactions with higher potential risks (especially in the field of private investments), complex risk profiles, or high risk industries in which the Client operates.

Furthermore the Client confirms, by entering any Agreement that in the aforementioned context, that he has carefully read and understood the agreement and received all explanations it may have required from Buyck Family Advisory Office.

The Client will only undertake to seek counsel that it is familiar with and whose risks he is aware of, so that Buyck Family Advisory Office is not bound to provide the Client with additional information. The Client further acknowledges having received, carefully read and understood, and hereby accepts, the price list in view of the services provided by Buyck Family Advisory Office to the Client.

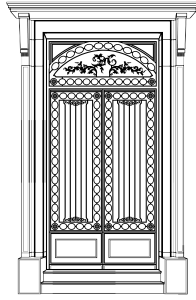
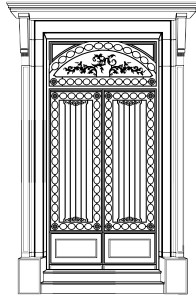


Table of Contents

1. Preliminary Provisions	4
2. Definitions	4
3. Information on the Client	5
4. Clients' Prepayment	5
5. Financial Instruments	5
6. Instruments Provisions	6
7. Communication	6
8. Evidence	8
9. Signatures	9
10. General Right of Pledge	9
11. Indivisible Agreement	10
12. Set-Off	10
13. Fees, Commissions, Costs & Interest	11
14. Conflict of Interest	12
15. Execution of Instructions	13
16. Suitability and Appropriateness	14
17. Transactions	14
18. Guarantees & Prepayment	15
19. Rules by Authorities	16
20. Advice	17
21. Payment	17
22. Proposals	19
23. Scope of Advice	19
24. Deliverable	19
25. Client Professional Status and Limitation of Advice	20
26. Limitation of Liability	21
27. Special Events	22
28. Data Protection	22
29. Intellectual Property Rights	24
30. Tax Compliance	24
31. Amendment to General Terms	24
32. Assignment	25
33. Confidentiality	25
34. Non-Exclusivity	26
35. Termination	26
36. Governing Law	27
37. Non-Waiver	27
38. Interpretations	27
39. Jurisdiction	27

Buyck Family Advisory Office



1. Preliminary Provisions

The General Terms and Conditions shall govern all existing and future services, business and contractual relationships between the Client and Buyck Family Advisory Office jointly with other Service Agreements which Buyck Family Advisory Office may sign or accept. In case of discrepancy between the General Terms and Conditions and any other Agreements concluded between the Client and Buyck Family Advisory Office, the provisions of the Agreements shall prevail.

If any provision of the General Terms and Conditions shall be held to be invalid or unenforceable by any court, or regulatory body, such invalidity or unenforceability shall attach only to such provision. Neither the validity nor the enforceability of the remaining provisions shall be affected thereby.

Buyck Family Advisory Office is not subject to prudential supervision, central bank nor supervised by the Luxembourg prudential supervisory authority, the Commission de Surveillance du Secteur Financier (the "CSSF").

The general terms and conditions of the Client, if any, will not bind Buyck Family Advisory Office in any manner.

2. Definitions

2.1. Agreement means any written agreement, including and not limited to an "Engagement letter" (including its exhibits as amended, varied, and supplemented from time to time) entered into between the Client and Buyck Family Advisory Office or "Proposal" duly accepted by the Client, regarding the performance of

Services to be provided to the Client by Buyck Family Advisory Office at the request of the Client.

2.2. Clients (the "Client"), referring to individuals having been party to an Agreement and any associated family members and, or companies that are controlling or holding a part of your wealth or of which you are having an ownership in. Unless the context otherwise requires, the singular form also includes the plural, and all masculine terms referring to persons refer to persons of both genders.

2.3. The Client and Buyck Family Advisory Office are hereafter referred to as the "Parties" and each individually as a "Party".

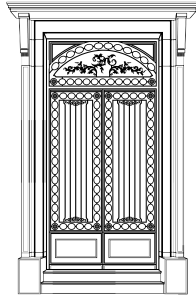
2.4. Confidential Information means any information, and other documents, provided by a Party to the other, orally or in writing, for the drafting, the signature and the performance of any Agreement.

2.5. Force Majeure means any occurrence which (i) hinders, delays or prevents a Party from performing any of its obligations, and (ii) is beyond the control of, and without the fault or negligence of, such Party, and which (iii) by the exercise of reasonable diligence such Party is unable to prevent or provide against.

2.6. Services mean any services to be provided to the Client by Buyck Family Advisory Office as contemplated in the Agreement.

2.7. Words in the singular include the plural and vice versa. The words "including", "include", "in particular" or any similar expression shall be

Buyck Family Advisory Office



construed as illustrative and shall not limit the meaning of the words preceding those terms.

2.8. In these General Terms and Conditions, unless otherwise specified or the context otherwise requires, a reference to a person includes a reference to governments, foundations, individuals, legal entities, firms, partnerships, companies, corporations, associations and organisations (in each case irrespective of whether or not they have a separate legal personality).

2.9. Any words in capital letters not defined in these General Terms and Conditions are defined under the Agreement.

3. Information on the Client

3.1. When seeking to enter into a relationship with Buyck Family Advisory Office, and throughout such relationship, the Client undertakes to provide Buyck Family Advisory Office in a timely manner with all information and documents as Buyck Family Advisory Office may from time to time request.

3.2. The Client undertakes to inform Buyck Family Advisory Office immediately and in writing of any change to his personal details (including identity, address, nationality, granting or restitution of a US Green card), his capacity to bear losses or his financial profile. The same obligation is incumbent upon the Client with respect to the person authorised to represent him and to his beneficial owner. Such obligation exists even if the changes appear in a public register or are published in any other manner.

3.3. If the required documents or information are not produced in due time, if they prove to be incomplete or are regarded as inadequate by Buyck Family Advisory Office in view of satisfying its obligations, Buyck Family Advisory Office reserves the right to refuse at its sole discretion to open a relationship. Similarly, if during the course of the relationship, the Client fails to produce in a timely fashion the information or documents Buyck Family Advisory Office considers necessary to fulfil its obligations and to maintain the relationship of trust, Buyck Family Advisory Office reserves the right to block Client's access to the data, documents, information, to close any exposures, co-investments, and, or agreements in general and thereon close the relationship.

4. Clients' Prepayment

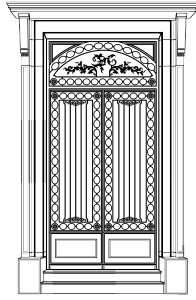
4.1. All monies in whatever currency (pre)paid to Buyck Family Advisory Office becomes part of the estate of Buyck Family Advisory Office. In the event of the insolvency of Buyck Family Advisory Office, the Client may lose all or part of this credit as, contrary to financial instruments.

5. Financial Instruments

5.1. Buyck Family Advisory Office is not a member of an investor compensation scheme as we do not engage in safekeeping of client assets.

5.2. References to financial instruments ("Financial Instruments") are to be understood in the broadest possible sense and include, but are not limited to rights, shares, securities, options, warrants, loans, bonds, guarantees, claims or any real asset or privilege.

Buyck Family Advisory Office



5.3. At no point Financial Instruments will be held with Buyck Family Advisory Office nor are they recorded on the books of Buyck Family Advisory Office for the client or in the client's benefit. The only separately identifiable Financial Instruments are belonging to Buyck Family Advisory Office.

5.4. In the event that the Client has paid or prepaid to Buyck Family Advisory Office in accordance with the financial arrangements governing the relationship, Buyck Family Advisory Office shall only maintain separate accounts for its own benefit and is under no obligation to segregate these from other Financial Instruments.

5.5. In the event of the insolvency of Buyck Family Advisory Office, Financial Instruments held by Buyck Family Advisory Office form part of the estate of Buyck Family Advisory Office insolvency proceedings may, however, lead to the restitution of the Financial Instruments in the Client firm or related businesses to different beneficial owner than at the time of signing an Agreement with Buyck Family Advisory Office. The Client agrees that no limitation can be brought to these Financial Instruments whether this pertains to the control, rights, financial or any other benefits they procure the holder. The Client will make Buyck Family Advisory Office whole should a change of control or influence may cause the rights conveyed to the initial beneficial owners to lose in their intrinsic value.

5.6. Should the investments, participations, remunerations be made in kind, and Financial Instruments be held by Buyck Family Advisory Office in the Client, or any of its affiliates, and this via a fund or via nominee, Buyck Family Advisory Office will have recourse to the Client and its affiliates to safeguard the value of such Financial Instruments.

6. Instruments Provisions

6.1. Any custody of the assets with third parties takes place by the Client or on the Client's behalf via a third party and never via Buyck Family Advisory Office, and the Client bears all risks related thereto.

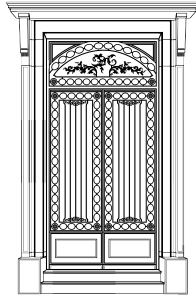
6.2. The selection of assets the client makes may be subject to the taxes, charges, duties, restrictions and other measures applied by the authorities of the country of the currency or of the correspondent's, sub-custodian or clearing system, for which Buyck Family Advisory Office bears no liability.

6.3. The Client shall bear all consequences of an economic, political, legal, judicial or other nature which may affect any of the assets the Client holds, or seeks to invest in, or commits moneys to. The Client will accordingly bear the losses affecting the specific Financial Instruments or precious metals held. Such consequences may, for example, result from measures taken by the authorities or courts of the country of origin of such correspondent, sub-custodian or clearing institution, or by third countries as well as bankruptcy, liquidation, force majeure, riots, war, fraud or other acts or situations beyond the control of Buyck Family Advisory Office resulting in the Client being unable to access, liquify, or generally benefit from the economic rights associated to the affected Client's assets.

7. Communication

7.1. The Client agrees to communicate with Buyck Family Advisory Office in the language of the General Terms and Conditions, unless specified

Buyck Family Advisory Office



differently.

detected).

7.2. All communication from the Client to Buyck Family Advisory Office must be made in writing, unless the Client selects or uses one or several other means of communication with Buyck Family Advisory Office.

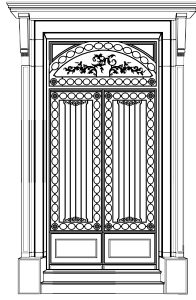
7.3. By selecting or using the relevant means of communication, the Client authorises Buyck Family Advisory Office to execute Client instructions or requests Buyck Family Advisory Office receives by such means of communication and also authorises Buyck Family Advisory Office to contact the Client and transmit any message or confirmation to the Client by such means. Furthermore, regardless of the selected means of communication, if the Client contacts Buyck Family Advisory Office using another means of communication, he expressly agrees that Buyck Family Advisory Office may communicate with him by using the same means of communication as the one used by him to contact Buyck Family Advisory Office. Buyck Family Advisory Office reserves the right, without being obliged, to request a confirmation by telephone of instructions received in writing, before executing such instructions, requests or services.

7.4. Should the Client select or use e-mail or telephone as means of communication, Buyck Family Advisory Office reserves the right, without being obliged, to request a confirmation in writing of instructions received by telephone, before executing such instructions. For instructions in writing are always required. The Client understands and acknowledges the risks inherent in giving instructions by telephone (notably misunderstandings and misuse by unauthorised third parties, which cannot be

7.5. Furthermore, e-mails are sent via unsecure servers and/or facilities which are easily accessible by third parties (such as internet service providers) and are typically routed via (multiple) foreign jurisdictions. The Client understands and expressly acknowledges that Buyck Family Advisory Office may communicate by unsecured emails. The Client understands and acknowledges that the use of e-mail or of other electronic means of communication carries heightened risks in terms of security, confidentiality and protection of the Client's personal data, such as the risk of manipulation or falsification of the sender's address or of the e-mail's (or attachment's) content (e.g. changing the sender's address(es) or details), system outages and other transmission errors (which can cause e-mails and their attachments to be delayed, mutilated, misrouted and deleted), technical defects in the communication network, viruses, worms, etc. (which may be spread undetected by third parties), interception of messages by third parties (e.g. e-mails and their attachments may be read and/or monitored without detection), etc.

7.6. Dispatch of the correspondence to the Client, if explicitly foreseen, including the date of dispatch, shall be proven by the production by Buyck Family Advisory Office of a printed or computer-stored copy of the correspondence or other mailing record of dispatch. The date of dispatch is deemed to be the date borne by the relevant document. In the case of fax, the transmission report shall constitute documentary proof of the dispatch of the document by Buyck Family Advisory Office and its receipt by the Client.

Buyck Family Advisory Office



7.7. Buyck Family Advisory Office accepts no liability for risks, prejudice that the Client might suffer or damages of any kind resulting from any communication means. Such risks include, for example, falsification, incomplete transmission, interception and misuse by unauthorised third parties, errors, misunderstandings, technical defects and delays.

7.8. At the Client's express request, Buyck Family Advisory Office may at its discretion accept to retain on its premises and make available to the Client all correspondence (letters, abstracts or statements of account, advices, warnings as to the non appropriateness of a transaction, reports, due diligences, analysis, dashboards, etc.) that could equally be addressed to him in a digital 'client container'.

7.9. The Client recognises that Buyck Family Advisory Office will have fulfilled its obligation to account for and deliver the correspondence simply by making it available in a digital 'client container'. The documents thus retained shall be deemed to have been delivered and handed over to the Client on the next Business Day after the date which appears on the documentation in question. Buyck Family Advisory Office reserves, however, the right to communicate directly with the Client, using all available means (including by sending statements and other correspondence to the Client's address), inter alia, when it is obliged to do so by law or when it considers it urgent, necessary or advisable to do so and without incurring any liability in this regard. The Client will not be able to assert that he ignores the contents of the correspondence and information delivered via retained mail because he has not checked and read the mail retained and kept at his disposal.

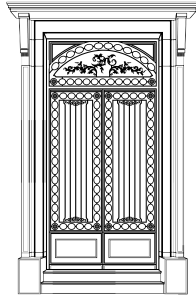
8. Evidence

8.1. Documents drawn up by Buyck Family Advisory Office such as its records and books shall be regarded as probative and shall conclusively prove, inter alia, the messages and instructions given by the Client and that transactions mentioned in such documents have been carried out in accordance with the instructions given by the Client.

8.2. Records on computers, other media made by Buyck Family Advisory Office or by an agent acting on its behalf on the basis of original documents have the same probative value as an original written document. E-mails and faxes also have the same value in evidence as written documents.

8.3. The Client is hereby informed that Buyck Family Advisory Office may record telephone conversations which will be processed in accordance with the applicable data protection law. The Client confirms to have informed, including in the event of changes, any Proxy Holder (as defined below) about the telephone recording. Access to data held on file will be granted to the Client on request. The support used to record telephone conversations may be used in legal proceedings with the same probative value as a written document.

Buyck Family Advisory Office



8.4. By way of derogation from Article 1341 of the Luxembourg Civil Code, Buyck Family Advisory Office may prove any of its allegations (including telephone instructions) by any means that are legally admissible in commercial matters, such as witnesses or affidavits.

9. Signatures

9.1. Buyck Family Advisory Office is not liable for any fraudulent use (for example, falsification) of the Client's manual or electronic signature, whether such fraudulent use concerns the Client's authentic or forged signature. The same rule applies for the signature of person authorised to undertake instructions or transactions on the Client's behalf (including, but not limited to, person to whom the Client has granted a power of attorney over the account (the "Proxy Holder").

9.2. If Buyck Family Advisory Office fails to detect the fraudulent use on documents of an authentic or forged signature and executes on the basis of such documents, Buyck Family Advisory Office shall be regarded as having executed a valid instruction or transaction on the instruction of the Client and be released from any liability. Buyck Family Advisory Office shall notably be released from its obligation to return to the Client any assets misappropriated due to the fraudulent use of such documents. Buyck Family Advisory Office May only be held liable in the event of gross negligence in the verification of such documents.

10. General Right of Pledge

10.1. The Client herewith grants in favour of Buyck

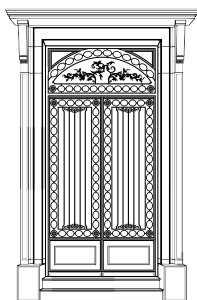
Family Advisory Office, which accepts, a pledge, including a right of retention (the "Pledge"), over Financial Instruments, now and, or in the future by the Client or in his name with Buyck Family Advisory Office, as well as all cash claims that the Client may have now or in the future against Buyck Family Advisory Office, –in whatever currency (the "Pledged Assets"), in accordance with the Luxembourg law of 5 August 2005 on financial collateral arrangements, as amended from time to time (the "Collateral Act").

10.2. The Pledge of Financial Instruments or moneys will serve as a continuing guarantee for any of the Client's present and future payment obligations and other pecuniary liabilities vis-à-vis Buyck Family Advisory Office whether in principal, interest, fees or costs (resulting, inter alia, from future services, long term agreements, software costs, licences, etc. whether used exclusively or not).

10.3. Buyck Family Advisory Office may enforce the Pledge immediately without prior notice. Buyck Family Advisory Office shall, at its sole discretion determine the method of enforcement of the Pledge in accordance with the Collateral Act. To the extent Buyck Family Advisory Office decides to realize the Pledge by appropriating the Financial Instruments and receivables, Buyck Family Advisory Office and the Client hereby agree that the valuation shall be made on the basis of the market value of these Financial Instruments and receivables as determined by Buyck Family Advisory Office at its sole discretion.

10.4. The Client must then remedy the situation immediately and at the latest by the deadline fixed by Buyck Family Advisory Office, either by

Buyck Family Advisory Office



reducing his liabilities or by depositing additional pledgeable assets. If Buyck Family Advisory Office is not able to obtain such additional cover within the deadline given to the Client or is unable to inform the Client beforehand, Buyck Family Advisory Office has the right to liquidate the Client's Financial Instruments and, in this context, to enforce all or part of the Pledge, immediately and without prior notice (situation of "close-out"). If the Client fails to comply, then all claims of Buyck Family Advisory Office against the Client shall immediately become due and payable.

10.5. It is specifically agreed that Buyck Family Advisory Office may consider that all of the Client's debts are immediately due and that the set-off against the Client's assets has occurred prior to such measure.

11. Indivisible Agreement

11.1. The General Terms and Conditions constitute a single and indivisible agreement governing all of the Client's relationships with Buyck Family Advisory Office, whatever their nature, currency, hourly rate, interest or terms, even if, for bookkeeping reasons, they are segregated and bear different identification numbers or are established under different contracts.

11.2. Buyck Family Advisory Office can debit the Client's Pledged Assets with any amount due under any other obligations of any nature that the Client has towards Buyck Family Advisory Office, be they direct or indirect, present or future, actual or contingent.

11.3. When an Agreement is terminated, all amounts

due as a result of instructions and operations, shall become immediately due by the Client.

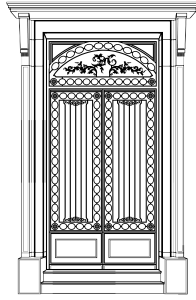
12. Set-Off

12.1. Buyck Family Advisory Office may validly refuse to perform any of its obligations if the Client does not fulfil any of his obligations. In such case, Buyck Family Advisory Office shall be entitled to retain all assets, regardless of their type, held by Buyck Family Advisory Office on behalf of the Client.

12.2. Buyck Family Advisory Office is entitled to offset any claims it has against the Client, without formal notice and in the order of priority it considers most suitable, against any assets held by the Client.

12.3. The Client expressly waives the benefit of Article 1253 of the Civil Code and authorises Buyck Family Advisory Office to offset any amount received from the Client against any debt or portion of any debt that Buyck Family Advisory Office wishes to clear.

Buyck Family Advisory Office



13. Fees, Commissions, Costs & Interest

13.1. Estimates are provided for information purposes only and should not be regarded as quotes.

13.2. Fees for the Services to be performed by Buyck Family Advisory Office shall be determined in the Agreement based on the assumptions presented therein.

13.3. In accordance with the price list of Buyck Family Advisory Office, the Client undertakes to pay to Buyck Family Advisory Office all interest, fees, charges and other amounts that may be due, as well as all charges incurred by Buyck Family Advisory Office, its correspondents, service providers or other third parties in connection with the Client's activities, requests or instructions, inter alia, for operating the Agreement, and execution of its obligations.

13.4. The Client shall bear all costs and fees (including legal and lawyers' fees) of Buyck Family Advisory Office in case of disputes between Buyck Family Advisory Office and any third party directly or indirectly resulting from the relationship between Buyck Family Advisory Office and the Client. In case of dispute between Buyck Family Advisory Office and the Client, provided that Buyck Family Advisory Office is the prevailing party, the Client shall bear all costs and fees (including legal and lawyers' fees) of Buyck Family Advisory Office.

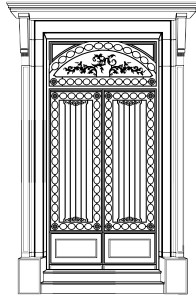
13.5. The relevant price list of Buyck Family Advisory Office is available to the Client at the beginning of the relationship. Buyck Family Advisory Office

reserves the right to change, at any time and without prior notice, interest rates, commissions, fees and other charges due by the Client. The relevant price list will, as applicable from time to time, be at the Client's permanent disposal at the premises of Buyck Family Advisory Office and made available upon request. The Client shall enquire with Buyck Family Advisory Office about the fees applicable to a foreseen transaction.

13.6. By entering into transactions, submitting requests, requiring work or soliciting the Buyck Family Advisory Office, the Client shall be deemed to have accepted the relevant price list of Buyck Family Advisory Office.

13.7. Buyck Family Advisory Office draws the Client's attention to the fact that he may, in certain circumstances, have to pay other costs, including taxes, in relation to transactions on Financial Instruments or services, which are not paid via Buyck Family Advisory Office or imposed by the latter.

13.8. The Client shall pay or, as the case may be, reimburse Buyck Family Advisory Office for all taxes, duties and charges, whether now existing or imposed in the future by Luxembourg or foreign authorities and which are paid by Buyck Family Advisory Office or for which Buyck Family Advisory Office may be held liable and that relate to transactions executed by Buyck Family Advisory Office in its relationship with the Client. Buyck Family Advisory Office is authorised to debit any amount so due from one of the Client's Pledged Assets or moneys wired to Buyck Family Advisory Office irrespective of the settlement date of the original transactions.



13.9. All interest, charges, fees and commissions mentioned in the price list are indicated without VAT or other taxes unless explicitly mentioned in such document.

13.10. The fees set in Agreement with the Client will be adjusted on the cost-of-living index applicable in Luxembourg ("indice pondéré du coût de la vie") and adapted automatically as the cost-of-living index is adapted.

13.11. Clients may invest in investment instruments ("Financial Instruments"). Buyck Family Advisory Office could receive monetary benefits such as distribution fees/trailer fees, rebates and similar fees from the respective product providers on a periodic basis and/ or upfront as compensation for the distribution and/or custody of such Financial instruments. In addition, Buyck Family Advisory Office may receive non-monetary benefits (monetary and non-monetary benefits together hereinafter "Benefits"). Benefits may lead to conflicts of interest on the part of Buyck Family Advisory Office. They may in particular create incentives for Buyck Family Advisory Office to favour Financial instruments or strategies paying higher Benefits over Financial instruments paying no, or less, Benefits. However, Buyck Family Advisory Office has appropriate organisational measures in place in order to mitigate the risks resulting from such conflict of interests. To enable its clients to take an informed investment decision, Buyck Family Advisory Office discloses applicable ranges of monetary benefits.

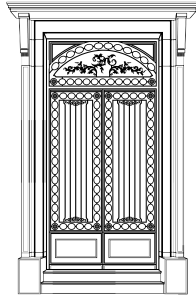
13.12. The Client agrees that Buyck Family Advisory Office fully retains, to the extent legally permitted, any monetary benefits received from its entities or independent third parties and herewith expressly waives the respective right to

receive any monetary benefits. The Client acknowledges that this arrangement may deviate from a statutory right to claim for restitution under civil law.

14. Conflict of Interest

14.1. Based on its policy on conflicts of interest, Buyck Family Advisory Office takes measures to identify, prevent and/or manage (potential) conflicts of interest in order to minimise any material risk of damage to its clients. Examples of such measures may include, amongst others, establishing information barriers, maintaining separate management processes, refraining from direct compensation incentives, determining suitable processes/methods disclosing the conflict to the affected clients to obtain their consent and, if necessary, refraining from business activities which trigger conflicts of interest. Where such conflicts of interest cannot be properly managed, Buyck Family Advisory Office will clearly disclose the general nature and/or sources of the conflicts of interest to the Client prior to providing the relevant services to the Client.

14.2. The Client acknowledges and agrees that Buyck Family Advisory Office or any of its associated and affiliated companies (or their employees) shall be entitled at any time to hold long or short positions in financial instrument(s) of the same kind as held by the Client, carry out transactions involving such financial instrument(s) in their capacity as principal or agent, or provide advisory or any other services or have officers, who serve as directors either to/for the issuer, the financial instrument itself or for any company commercially or financially affiliated to such issuer(s).



15. Execution of Instructions

15.1. The Client's instructions must be provided via one of the means of communication agreed in accordance with Article 6 of these General Terms and must be complete, exact and precise in order to avoid any errors. Illegible, incomplete or incorrect information may lead to delays or defective execution of instructions, possibly resulting in a loss or damage for the Client and for which the Client will assume full and sole responsibility. Buyck Family Advisory Office shall be under no obligation to execute instructions if they are incomplete, unclear or illegible in the opinion of Buyck Family Advisory Office, or if Buyck Family Advisory Office has any other doubt regarding the content of the instruction or for any other reason. In such case, Buyck Family Advisory Office is authorised to postpone the execution of instructions until it has received a confirmation or further instructions in a form satisfactory to Buyck Family Advisory Office, without incurring any liability as a result.

15.2. Unless otherwise agreed, the Client's instructions will be accepted only on Business Days during the office hours of Buyck Family Advisory Office, between 9 AM and 5 PM CET. Buyck Family Advisory Office reserves the right to determine the manner in which instructions shall be executed.

15.3. The instructions will be executed within the time required by Buyck Family Advisory Office to complete its verification and processing procedures and in accordance with the conditions prevailing in which the instructions are to be executed. Buyck Family Advisory Office assumes no liability for any delays in the execution of instructions, including delays which result from the processing, technical issues and

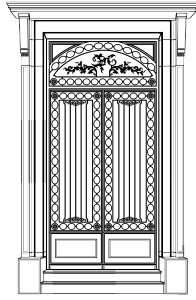
measures aimed at complying with legal obligations imposed upon Buyck Family Advisory Office, such as the assessment of the appropriateness of a transaction against conflicts of interests or Agreements in place, amongst others.

15.4. Buyck Family Advisory Office may refuse the execution of an instruction or service or suspend such execution if the instruction relates to transactions, services, advice, or products, which Buyck Family Advisory Office does not handle in the ordinary course of its business, or if the Client has failed to comply with an obligation he has towards Buyck Family Advisory Office.

15.5. In the event of impossibility to execute, failure to execute, partial, late or defective execution of an instruction, Buyck Family Advisory Office shall be held liable only in case of gross negligence.

15.6. Transactions may be carried out only via an account opened by the Client. The absence of cover or delivery does not prevent Buyck Family Advisory Office from executing instructions at the Client's own risk.

15.7. If, for the execution of transactions on the Client's behalf, Buyck Family Advisory Office uses the services of third parties, the Client shall be bound by the customs and the general and specific terms and conditions applicable between Buyck Family Advisory Office and such third parties, as well as by the conditions binding those third parties. If Buyck Family Advisory Office instructs third parties with the execution of an instruction given by the Client, its liability shall be limited only to the careful selection and direction of those parties.



16. Suitability and Appropriateness

16.1. The Client understands that Buyck Family Advisory Office needs to collect information about financial situation, including ability to bear losses, investment objectives and the knowledge and experience of its clients. This information is necessary to allow Buyck Family Advisory Office to verify that any advice or portfolio expertise is provided to its clients is suitable or to determine if any other service or financial instrument is appropriate for its client.

16.2. The Client understands that the assessment of the knowledge and experience for an entity is to be performed on the person authorised to carry out transactions with Buyck Family Advisory Office on behalf of the entity.

16.3. The Client represents that information on knowledge and experience given to Buyck Family Advisory Office shall reflect the knowledge and experience of all persons authorized to carry out transactions with Buyck Family Advisory Office on behalf of the Client.

16.4. The Client shall not authorize any person having a lower degree of knowledge and experience than the degree reflected in the 'Investor Profile' of the Client, to carry out transactions with Buyck Family Advisory Office on its behalf.

16.5. Should the Client wish to give such authority, the Client undertakes to proactively contact Buyck Family Advisory Office in order to update its 'Investor Profile'.

16.6. To the extent the Client has granted a power of attorney, Buyck Family Advisory Office may, for

the purposes of determining whether a particular investment service or financial instrument is suitable and/or appropriate for the Client, rely on information regarding the knowledge and experience in the investment field relevant to the specific type of product or service of the person giving the instruction.

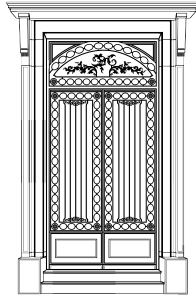
16.7. This means that if the instruction is given by the Proxy Holder, Buyck Family Advisory Office may rely on information regarding the knowledge and experience in the investment field relevant to the specific type of product or service of the Proxy Holder, instead of that of the Client. This is subject to the condition that Buyck Family Advisory Office is provided with satisfactory information about the Proxy Holder's knowledge and experience.

17. Transactions

17.1. Should be agreed with the Buyck Family Advisory Office that we will carry out or facilitate instructions related to Financial Instruments or investments in the broadest possible sense for the Client, this will in principle, unless otherwise agreed or specified, be in the Client's name and for the Client's account at the exclusive risk of the Client. In normal course of business it will always be the Client that engages himself or any of his affiliates in any investment or dealings in Financial Instruments.

17.2. Nevertheless, Buyck Family Advisory Office remains entitled, at its sole discretion, to carry out transactions in another capacity. In the absence of specific instructions from the Client, Buyck Family Advisory Office will execute the Client's instructions or execute such instructions with third party intermediaries in accordance

Buyck Family Advisory Office



with Buyck Family Advisory Office's policies.

17.3. Buyck Family Advisory Office does not have to verify the conditions (including disclosure requirements) applicable to transactions in the markets in which the Client instructs Buyck Family Advisory Office to effect transactions. The Client undertakes to hold Buyck Family Advisory Office harmless for any damage that may arise there from.

17.4. Client acknowledges and accepts, that situations exist or may arise as a result of which the Client may not be informed about important events relating to Financial Instruments, investments or divestments the Client has made, is in the process or schedules to make. The Client and accepts the consequences, especially financial, thereof. This can be driven by the Agreement or due to timelines of information flow.

17.5. All transactions are conducted at the Client's risk, independent of Buyck Family Advisory Office's relationship with the respective counterparties or the client at the time of the transaction.

17.6. Signature of these General Terms and Conditions does not represent an obligation to conclude a transaction. Individual transactions can be agreed informally.

17.7. In the event of a default on the Client's part (for example, failure to comply with a payment request), Buyck Family Advisory Office is entitled to terminate the Agreement together with all pending transactions. This entitlement on the part of Buyck Family Advisory Office also applies

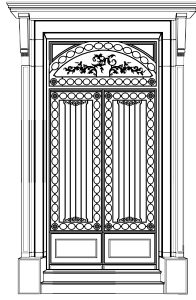
if the Client otherwise fails to meet any obligations towards Buyck Family Advisory Office within the specified deadline or if it comes to Buyck Family Advisory Office's knowledge that the Client's financial situation has deteriorated in such a manner that, in the assessment of Buyck Family Advisory Office, the fulfilment of his obligations towards Buyck Family Advisory Office arising from the Agreement may be at risk. In the event of the instigation of bankruptcy, moratorium, reconstruction proceedings or a similar procedure against the Client, or should his assets be seized, then the Agreement shall be understood to have been dissolved immediately prior to the occurrence of the event concerned.

17.8. In the event of premature termination of the Agreement or of individual transactions, the obligations not yet due for performance in connection with the transactions concerned shall be cancelled and replaced by the obligation of providing a liquidation value in Euro or in another currency acceptable to Buyck Family Advisory Office. The liquidation values of those obligations will be calculated by Buyck Family Advisory Office and set off against one another so that one single amount is due either to Buyck Family Advisory Office or to the Client ("close-out netting").

18. Guarantees & Prepayment

18.1. The Client acknowledges the fact that Buyck Family Advisory Office reserves the right to require a deposit for its claims arising from the transactions, missions or advisory mandates concluded with the Client. The amount of this guarantee, prepayment or deposit shall be specified by Buyck Family Advisory Office either

Buyck Family Advisory Office



on a general basis or from case to case.

18.2. Buyck Family Advisory Office is entitled to change its general prepayment requirements at any time. During the life of a relationship, Buyck Family Advisory Office also has the right to increase the original guarantee or prepayment requirement or to sequentially specify a deposit for a transaction, mission or advisory mandate that has been concluded without one. The Client undertakes to furnish Buyck Family Advisory Office with the supplementary or new security immediately upon request.

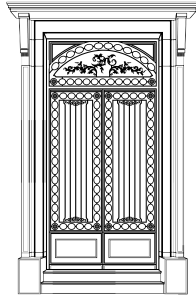
18.3. If the Client fails to comply with a guarantee call within ten (10) Business Day - or in the event of financial conditions, within a shorter deadline to be specified by Buyck Family Advisory Office - Buyck Family Advisory Office shall be entitled, though not obliged, to conduct whatever transactions are necessary to ensure that the pending transaction, mission or mandate, will be financially offset or covered upon coming due, and to hold the Client responsible for any loss thereby incurred by Buyck Family Advisory Office. Should a loss arise, Buyck Family Advisory Office shall be entitled, though not obliged, to set off such loss against the deposit, guarantees, assets or prepaid monies or to dispose of the deposit as it sees fit and set off the proceeds against the loss concerned. If the security cover is to be provided by a third party, the above provisions shall also apply in full to the third-party pledgor.

clients in countries where the client has assets or foreign countries and that assets held or business conducted by its clients can be subject to investigations and measures such as information ban, freezing orders or sequestrations in foreign countries.

19.2. The Client herewith acknowledges that all consequences of such compulsory measures shall be valid. Client adheres to such requests, even if such requests are addressed to Buyck Family Advisory Office. Buyck Family Advisory Office shall be authorised to take any measure it deems appropriate to ensure compliance with such regulatory or judicial measures and to protect Buyck Family Advisory Office interests. No claims can be made against Buyck Family Advisory Office in relation thereof.

19. Rules by Authorities

19.1. The Client is aware that Buyck Family Advisory Office is subject to authorities and jurisdictions in connection with its activities on behalf of its



20. Advice

20.1. Except where an Agreement to the contrary is concluded, Buyck Family Advisory Office does not assume any duties regarding the management of the Client's assets and/or liabilities, nor is Buyck Family Advisory Office obliged to provide advice in relation thereto. In particular, Buyck Family Advisory Office does not undertake to inform the Client of any potential losses arising from changes in market conditions, of the value of the assets deposited and/or liabilities known to Buyck Family Advisory Office, of any circumstances that might prejudice or otherwise impair the value of those assets and/or liabilities, or the opportunity to invest or disinvest.

20.2. Information, in particular with respect to the evaluation of the assets known to Buyck Family Advisory Office, we may, whenever necessary, be based on information provided by third parties. In such a case, Buyck Family Advisory Office does not assume any liability in relation to the quality of such information.

20.3. In principle, Buyck Family Advisory Office only provides advice to clients having entered into a separate Agreement governing advisory services. Nevertheless, upon the Client's request, Buyck Family Advisory Office may, but is not obliged to, provide an ad-hoc advice (the "Ad-hoc advice"). In case Buyck Family Advisory Office gives Ad-hoc advice or general recommendations, Buyck Family Advisory Office shall use its best endeavours, but shall only be liable for its gross negligence.

The Client or potential Client has been clearly informed that in the provision of our services is not required to assess the appropriateness of

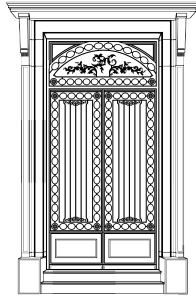
the Financial Instrument or service provided or offered and that therefore he does not benefit from the corresponding protection of the relevant conduct of business rules.

In principle is understood by the Client that any advice received is to be considered as financial education and not portfolio management or portfolio specific advice as it is agnostic to the client investment strategy and is deemed to be only generic in nature, as specific as the examples and illustrations may be.

21. Payment

21.1. The Client is responsible for the payment of fees unless the parties have agreed otherwise in writing. Fees will be invoiced in EUR. All payments will be made in the same currency as the currency in which the Services are invoiced to the account of Buyck Family Advisory Office as indicated on the invoices. All bank charges and fees that arise out of or are in any way related to any payment made by the Client shall be borne by the Client. If the client cannot make payment in the invoiced currency, for any reason, it remains at the discretion of the Buyck Family Advisory Office to accept payment in currency, instrument or asset of choice. Any costs associated to the change of payment shall fully be borne by the Client. Should the divisibility of the asset received by Buyck Family Advisory Office as payment be in excess of the fees, this will be deemed earned by Buyck Family Advisory Office.

Buyck Family Advisory Office



21.2. Queries concerning invoices should be raised with Buyck Family Advisory Office within fifteen days of the invoice date. Otherwise, invoices shall be deemed accepted.

21.3. Should any claim or dispute arise regarding the validity of an Agreement and/or the performance of the Services and/or the amount of fees, the Client shall not be discharged of its obligation to make the payment in full and the fees shall remain payable by the due date.

21.4. Buyck Family Advisory Office is entitled to retain all the Client's papers, documents and already produced deliverables until all amounts due or accrued have been paid.

21.5. Hourly Rate and Prepaid Packages:

The Client acknowledges and agrees to the following payment structure. The hourly rate for Buyck Family Advisory Office's services is EUR 500 (five hundred Euros) plus VAT and any other applicable taxes. The Client has the option to choose between two payment options:

(a) Prepaid Hours: The Client may select a prepaid package of a predefined number of hours, starting at a minimum of 30 hours. All services will be charged the same hourly rate of EUR 500 plus VAT and any other applicable taxes for the prepaid hours. The interactions can be rounded to the hour on the discretion of the Buyck Family Advisors Office.

(b) Retainer: Alternatively, the Client may choose a retainer option based on a monthly payment. The retainer fee will be determined based on the complexity of the portfolio and the wealth of the individual. The retainer fee will cover the upcoming period and entitle the Client to a set number of hours per week for consultation with

Buyck Family Advisory Office.

21.6. Payment Terms and Late Payment Interest:

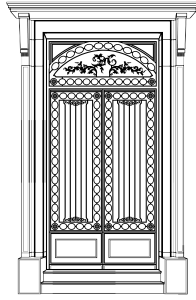
All fees and charges shall be payable in accordance with the agreed payment structure. The Client shall make payments promptly on the agreed-upon schedule or as otherwise specified in the invoices provided by Buyck Family Advisory Office. In the event of late payment, the Client shall be liable for interest on the outstanding amount at the higher of 10% per annum, with a minimum of EUR 500, or the applicable legal rate, whichever is higher. The interest shall accrue from the due date of payment until the actual date of payment. The payments for the next quarter for the retainers are usually due 10 (ten) days before the start of the next three-monthly period. For prepaid services, the hours and corresponding invoice needs to be paid 10 (ten) days prior to the start of the mission.

Prepaid and Retainer Amount:

The Client acknowledges that any (pre)paid amount for services, whether through prepaid hours or retainers, is non-refundable regardless of the actual usage of Buyck Family Advisory Office's services. The prepaid amount is considered fully earned upon receipt and will be forfeited by the Client. It corresponds to a set number of hours and valid for the month of purchase.

21.7. The rates and tariffs payable by the Client to Buyck Family Advisory Office for the services rendered under an Agreement shall be understood exclusive of all expenses incurred by Buyck Family Advisory Office in the course of delivering such services. These expenses may encompass, but are not limited to, costs associated with travel, professional consulting,

Buyck Family Advisory Office



external advisory services, lodging, meals, per diems, and any applicable taxes. Buyck Family Advisory Office is committed to ensuring the most efficient use of resources in order to maximise the value provided to the Client.”

22. Proposals

22.1. Proposals do not constitute a commitment from Buyck Family Advisory Office as long as they are not accepted by the Client and qualify as Agreement. They shall give the most accurate description of the services to be performed. They remain valid for a period of 14 days from their date of issuance.

23. Scope of Advice

23.1. The Services to be performed by Buyck Family Advisory Office shall only be those covered by an Agreement.

23.2. Buyck Family Advisory Office has the right to change the composition of the team in charge of the Services.

23.3. For the performance of the Services, Buyck Family Advisory Office may request advice or assistance and/or delegate in whole or in part the performance of the Services to third parties.

23.4. Independent Economic Advice: Buyck Family Advisory Office provides independent economic advice and consulting services to UHNW individuals and entrepreneurs. The Client acknowledges and agrees that the advice provided is not subject to CSSF licensing and does not constitute regulated financial advice.

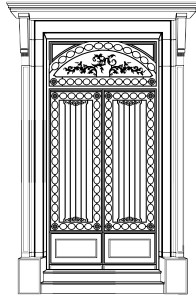
23.5. No Representation of Success or Warranties: The Client acknowledges that Buyck Family Advisory Office provides advice and consulting services without any representation or guarantee of specific outcomes or success. The Client acknowledges that the advice provided is based on the best professional judgment of Buyck Family Advisory Office and that results may vary depending on individual circumstances.

23.6. Client's Risk and Decision-making: The Client understands and accepts that they bear the risk associated with their financial decisions and the implementation of the advice provided by Buyck Family Advisory Office. The Client acknowledges that they are solely responsible for evaluating the advice, conducting their own due diligence, and making informed decisions based on their individual circumstances and risk tolerance

24. Deliverable

24.1. Deliverables are the materials which are defined in the Agreement and created by Buyck Family Advisory Office within the framework of the Agreement (the “Deliverables”). Unless otherwise provided in the Engagement Letter, each Deliverable submitted to the Client shall be deemed accepted if, within ten days of delivery, the Client has not provided Buyck Family Advisory Office with a written notice specifically identifying any non-conformity of such Deliverable with the Agreement.

24.2. During the term of the Agreement, Buyck Family Advisory Office may prepare preliminary or draft project material, working documents or meeting minutes and/or answer questions orally (the “Draft Deliverables”). These Draft Deliverables do not constitute final versions and



the Client should neither act nor refrain from acting on the basis of such drafts until they have been issued in their final form and sent as Deliverables.

24.3. Each Party shall keep the intellectual property of the methodologies and know-how owned by them before they are used within the framework of the Agreement, as well as any improvement or addition which may be made thereto. Unless otherwise provided in the Engagement Letter, upon full payment of the fees and subject to any restriction applicable to any third-party right, Buyck Family Advisory Office shall grant the Client non-exclusive and non-transferable rights to the use of the Deliverables for the Client's internal purposes, excluding any marketing right.

24.4. The Deliverables are for Client internal purposes only and cannot be disclosed to any third party except to an entity/person i) directly or indirectly controlling the Client or controlled a) by the Client or b) by an entity/person controlling the Client (the "Client's Entities") and which/who is strictly required to acquaint themselves with the Deliverables, or ii) to which/whom the disclosure is required by Luxembourg law, is allowed in the Agreement or the Deliverables themselves, or otherwise expressly agreed in advance by Buyck Family Advisory Office provided that the Client acknowledges agrees that Buyck Family Advisory Office accepts no duty or liability to them or any other third parties and that no onward disclosure may be made. In any event, the Deliverables may only be used for the purposes stated in the Agreement and can be neither modified nor abridged, either partially or totally, without Buyck Family Advisory Office's prior written approval. Under no circumstances may Buyck Family Advisory Office be held liable to third parties, including the Client or any related stakeholders

(the "Third Party(ies)") who may have access to the Deliverables.

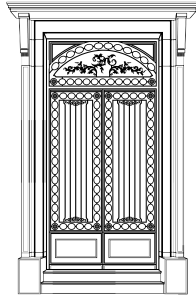
25. Client Professional Status and Limitation of Advice

25.1. Client's Professional Status: The Client acknowledges and declares that, by definition, they qualify as a professional client under the implementation of MiFID II in Luxembourg law. The Client confirms that they meet the relevant criteria, including the thresholds specified in the regulations, to be classified as a professional client.

25.2. Forfeiting Consumer Protection: By opting up as a professional client, the Client understands and accepts that they are forfeiting potential consumer protection rights and safeguards provided under MiFID II and other applicable laws and regulations. This includes, but is not limited to, suitability and appropriateness checks, sustainability checks, cost and charge reporting, and other documents that would otherwise be required to be delivered to non-professional clients.

25.3. Nature of Advice: The Client acknowledges that the advice provided by Buyck Family Advisory Office, particularly when related to Financial Instruments, is of a generic nature and not tailored to the Client's knowledge and experience. The advice is not provided in the context of managing a specific portfolio. Any references to portfolios are purely theoretical and academic in nature, intended to provide the Client with a broader perspective but not to replace the role of an asset manager or portfolio manager.

Buyck Family Advisory Office



25.4. Limitations of Advice: The Client acknowledges that the advice provided by Buyck Family Advisory Office does not constitute personalised investment advice or a recommendation to buy, sell, or hold any specific Financial Instruments. The Client understands that they are solely responsible for their investment decisions, and any decision to engage in investment activities is made based on their own assessment and understanding of their financial situation, risk tolerance, and investment objectives.

25.5. No Guarantee of Outcomes: The Client acknowledges that investment and financial markets involve inherent risks, and there is no guarantee of achieving specific outcomes or returns. Buyck Family Advisory Office does not provide any assurances or warranties regarding the performance or results of any investment decisions made by the Client based on the advice provided.

25.6. The Client confirms their understanding and acceptance of the above terms and agrees to assume full responsibility for their (investment) decisions and the consequences thereof.

26. Limitation of Liability

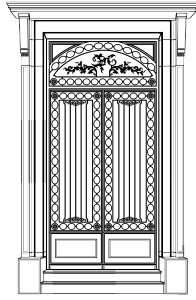
26.1. Within the limits of the relevant laws, regulations, and contractual arrangements, in the context of the entire relationship between the Client and Buyck Family Advisory Office (including all existing and future contractual relationships between the Client and Buyck Family Advisory Office, jointly with other Agreements which the Client and Buyck Family Advisory Office may sign), Buyck Family Advisory Office shall only be held liable in the event of its gross negligence.

26.2. Buyck Family Advisory Office shall not be held liable for any damages arising from any events of political, judicial, or economic nature, or for any other reason outside Buyck Family Advisory Office's reasonable control, which are likely to interrupt, disorganize, or disturb, totally or partially, the services of Buyck Family Advisory Office or any of its national or foreign correspondents, or any other service provider, even if these events are not acts of God. Such events may include but are not limited to interruptions of the telecommunication system, power failure, failure of communication services, networks, or computer facilities, computer viruses or malware, hacking or other system breaches, or similar events.

26.3. Buyck Family Advisory Office shall not be liable for any damages due to legal provisions, misrepresentations, declared or imminent measures taken by public authorities or courts, acts of war, disasters, terrorism, revolutions, civil wars and conflicts, acts of nature, acts of State (fait du prince), force majeure, sabotage, strikes, lockouts, boycotts, picketing, or similar actions, irrespective of whether Buyck Family Advisory Office itself is a party to the conflict or if its functions are only partly affected thereby.

26.4. Furthermore, the Client acknowledges and agrees that Buyck Family Advisory Office does not provide any guarantees or warranties regarding the outcomes, returns, or performance of investments, financial products, or any other financial or economic activities, needs and objectives of the Client that will be met. The Client acknowledges that investment decisions involve inherent risks and that past performance is not indicative of future results. We will use and exercise reasonable skills, efforts and care in the performance of its Services. In no

Buyck Family Advisory Office



event, shall Buyck Family Advisory Office be bound by an obligation of result ("obligation de résultat").

26.5. The liability of Buyck Family Advisory Office shall be limited to the lower of (i) three times the amount of the total fees charges in the relevant matter or (ii) EUR 100.000 (one hundred thousand euros). The Client will do its utmost to minimise any damages it may suffer.

26.6. In the event that the Client fails to perform its obligations pursuant to the Agreement, Buyck Family Advisory Office and/or its employees shall not be held liable for the non-performance of its own obligations arising out of the Agreement.

26.7. Buyck Family Advisory Office shall, as far as possible, consult the Client before requesting the advice and/or assistance of third parties, and shall in any event exercise the requisite due care in selecting such third parties. In case Buyck Family Advisory Office engages third parties as described above, Buyck Family Advisory Office and/or its employees shall not be held liable for any acts or omissions of these third parties. The Client authorizes Buyck Family Advisory Office to accept any limitation of liability of third parties on its behalf.

27. Special Events

27.1. The Client's civil status and in particular his family or marital relations may not be relied on against Buyck Family Advisory Office. In the case of a Client's death or legal incapacity, relations with Buyck Family Advisory Office shall continue until Buyck Family Advisory Office has been

notified in writing of such event by registered letter.

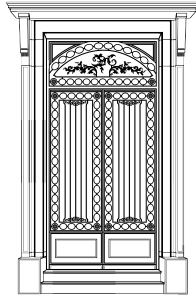
27.2. Buyck Family Advisory Office reserves its right not to execute any instruction, service or perform any of its obligations after having been notified of a client's death. Buyck Family Advisory Office will be considered as having received such a notification on the second Business Day following the day of actual receipt of the registered letter by Buyck Family Advisory Office. As long as Buyck Family Advisory Office is not formally notified of such an event, Buyck Family Advisory Office may not be held liable for the execution of instructions received from the Client's firm, or the Proxy Holder of the deceased or incapacitated Client.

27.3. In the absence of legal provisions to the contrary, if the Client is declared insolvent or bankrupt, this does not imply an automatic termination of the contractual relationships between Buyck Family Advisory Office and the Client. However, all of the Client's debts towards Buyck Family Advisory Office become immediately due if such events occur even if they are subject to a term or a condition.

28. Data Protection

28.1. The Client acknowledges that Buyck Family Advisory Office will collect, store and process physically or in its computer system or otherwise use Personal Data. "Personal Data" is any information that relates to an identified or identifiable natural person (rather than to a legal entity, such as a company) such as name, address, account number, etc. The Client may, at its discretion, refuse to make such Personal Data available to Buyck Family Advisory Office and

Buyck Family Advisory Office



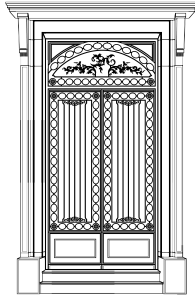
thereby prevent Buyck Family Advisory Office from using the Personal Data. However, such a refusal may be an obstacle to the initiation or continuation of the relationship between the Client and Buyck Family Advisory Office.

28.2. The Client agrees that he will be provided with the most up-to-date and complete information about the processing of his Personal Data in the Buyck Family Advisory Office Privacy Notice and by additional information that may be provided to the Client at www.advisoryoffice.eu/privacy (the "Buyck Family Advisory Office Privacy Website"). The Client further agrees that it has read and understood the content of the Buyck Family Advisory Office Privacy Website. The Privacy Notice is handed out to the Client together with these General Terms and Conditions. The Buyck Family Advisory Office Privacy Website may be updated from time to time by Buyck Family Advisory Office. The Client will be informed of such update and the effective date of any update by appropriate means, as further described in the Buyck Family Advisory Office Privacy Notice.

28.3. If the Client communicates to Buyck Family Advisory Office Personal Data relating to third parties (such as representatives or contact persons of the Client), the Client acknowledges and undertakes that: any Personal Data relating to third parties he discloses to Buyck Family Advisory Office has been obtained and processed, and is disclosed, in compliance with applicable law; the Client shall not do or omit to do anything in effecting this disclosure or otherwise that would cause Buyck Family Advisory Office to be in breach of any applicable law.

28.4. The processing of such Personal Data as

described in the Buyck Family Advisory Office Privacy Website shall not cause Buyck Family Advisory Office to be in breach of any applicable law and, without limiting the foregoing, the Client shall provide, before the Personal Data is processed by Buyck Family Advisory Office, all necessary information and notices to the individuals that are the subject of the processing of Personal Data as described at the Buyck Family Advisory Office Privacy Website. The Client will indemnify and hold Buyck Family Advisory Office harmless for and against all direct and indirect damages that it may suffer as a consequence of a failure to do so.



29. Intellectual Property Rights

29.1. Buyck Family Advisory Office is the owner or the licensee of (i) its name, logo, domain names, used or appearing on its documents and website and of (ii) any intellectual property rights in connection with its name, logo and/or Services ("Intellectual Property Rights").

29.2. The Client agrees not to copy or use the name, domain name and/or the Intellectual Property Rights in any manner, without the prior written consent of Buyck Family Advisory Office.

29.3. All documentation belonging to Buyck Family Advisory Office is subject to copyright and may not be copied or reproduced without its written consent.

30. Tax Compliance

30.1. Buyck Family Advisory Office draws the Client's attention to the legal and regulatory obligations to which he may be personally committed by reason of his citizenship or residence. The Client's obligations notably comprise the respect of the tax rules applicable to him, the filing of tax returns and, more generally, ensuring that any operation he requests Buyck Family Advisory Office to execute is in conformity with the legal obligations he is subject to.

30.2. The Client warrants and undertakes to ensure compliance with any and all tax obligations incumbent upon him due to his nationality, his residence or for any other reason and to provide to Buyck Family Advisory Office in writing details of any actions Buyck Family Advisory Office should or should not take with regard to his tax

residence.

30.3. If necessary, the Client must consult a tax lawyer and/or consultant in his country of residence. Buyck Family Advisory Office is not compelled to check his compliance with any of the above obligations.

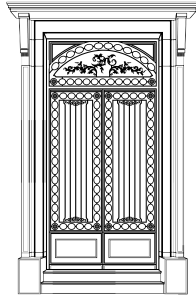
31. Amendment to General Terms

31.1. At all times Buyck Family Advisory Office may amend or add new provisions to the General Terms and/or the documents made available on the Buyck Family Advisory Office website.

31.2. The Client agrees that Buyck Family Advisory Office may notify the Client of such change, either by circular letter, bank statement, publication on Buyck Family Advisory Office's website or by any other means of communication.

31.3. The amendments or additions to the General Terms and/or the documents made available on the Buyck Family Advisory Office Website are deemed to be accepted by the Client if the Client has not addressed a written objection to Buyck Family Advisory Office within thirty (30) days of dispatch of the information regarding the amendment of these General Terms and/or the documents made available on the Buyck Family Advisory Office Website to the Client. In case the Client objects to such amendments and/or additions or separate documents in the thirty (30) days timeframe set, the Client is entitled to terminate the account relationship with immediate effect within the aforementioned timeframe.

Buyck Family Advisory Office



31.4. The Client agrees that amendments or additions to the General Terms and/or the documents made available on the Buyck Family Advisory Office Website shall be binding on the Client without any prior notification when they are due to modifications of the legislation, regulation or relevant case law.

Receiving Party also agrees not to use any Confidential Information for any purpose other than the performance of the Services under an Agreement.

32. Assignment

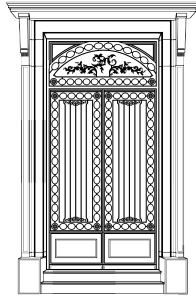
32.1. The Client's rights and obligations under the General Terms and Conditions shall not be assigned or transferred without Buyck Family Advisory Office's prior written consent. The General Terms and Conditions shall be binding on the Client's successors or permitted assignees. Buyck Family Advisory Office may assign or transfer its rights and obligations under the General Terms and Conditions to any affiliated company without the Client's consent.

33. Confidentiality

33.1. Confidential Information: For the purposes of any Agreement, "Confidential Information" shall include, but not be limited to, all information and trade secrets including all financial, operational, managerial, economic, technical, and other information that is not publicly available and that may be disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") in the course of providing the Services.

33.2. Obligation of Confidentiality: The Receiving Party agrees to hold all Confidential Information in strict confidence and not to disclose such information to any third parties without the prior written consent of the Disclosing Party. The

Buyck Family Advisory Office



33.3.Retention and Use of Information:

Notwithstanding the above, Buyck Family Advisory Office may retain and use the Client's information, unless explicitly instructed otherwise by the Client. Such use may include the anonymized use of the Client's information for purposes such as data analysis, improving services, and other lawful purposes.

33.4.Exceptions: The obligations of confidentiality shall not apply to any information that (i) is publicly available or becomes publicly available through no fault of the Receiving Party, (ii) is already in the possession of the Receiving Party without restriction on disclosure, or (iii) is required to be disclosed by law, regulation, or any governmental or competent regulatory authority.

33.5.Survival: The obligations of confidentiality under an Agreement shall survive the termination or expiration of this Agreement for a period of 2 (two) years.

34.Non-Exclusivity

34.1.The Client acknowledges and agrees that Buyck Family Advisory Office will be able to provide the same kind of Services to parties other than the Client.

35.Termination

35.1.Either party may terminate an Agreement by providing the other party with written notice of such termination. For the Client, termination will be effective at the end of the next billable period provided that the notice is given at least three months before the start of the next billable

period. For Buyck Family Advisory Office, termination will be effective 30 days after receipt of such notice, unless a different notice period is mutually agreed upon in writing.

35.2.In addition to the above, Buyck Family Advisory Office may terminate any Agreement and relationship with the Client, immediately, and upon written notice to the Client under the following circumstances:

(a) If the Client fails to pay any fees or charges due under this Agreement and such failure continues for a period of 10 days after written notice of non-payment has been provided to the Client.

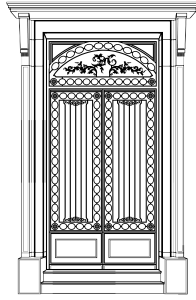
(b) If the Client breaches any material term or condition of an Agreement or these General Terms and Conditions and fails to remedy such breach within 30 days of written notice from Buyck Family Advisory Office.

(c) If the Client becomes insolvent, declares bankruptcy, or a receiver is appointed over any part of the Client's assets.

(d) If Buyck Family Advisory Office, at its sole discretion, determines that the Client's conduct or circumstances, including but not limited to litigation involving the Client or actions by states or other authorities, poses a reputational risk to Buyck Family Advisory Office. Buyck Family Advisory Office is not required to disclose the source of this information or provide evidence of the conduct or circumstances leading to this determination.

35.3.Upon termination of an Agreement for any reason, all fees and charges owed to Buyck Family Advisory Office up to the date of

Buyck Family Advisory Office



termination will become immediately due and payable. The Client will also be responsible for any fees, charges, or expenses incurred by Buyck Family Advisory Office in connection with the termination of an Agreement, including but not limited to costs related to services contracted by Buyck Family Advisory Office for the rendering of services to the Client, whether or not such services were used exclusively by the Client.

35.4. In the event of termination, any prepaid fees for services not yet rendered will be forfeited by the Client and will not be subject to refund.

35.5. The rights and obligations of the parties under the sections of these General Terms and Conditionals relating to confidentiality, dispute resolution, and liability will survive the termination of these Terms of Our Relationship.

36. Governing Law

36.1. Without prejudice to the right for consumers to invoke mandatory provisions under the law applicable in their country of residence, these General Terms and Conditions and the relationship between Buyck Family Advisory Office and its Client shall be governed by and construed in accordance with the law of the Grand Duchy of Luxembourg (the "Luxembourg law"), without prejudice to the right of consumers under Article 6(2) of Regulation (EC) No 593/2008, as amended from time to time, to benefit from the protection of the mandatory provisions of the law that would be applicable in the absence of this clause.

37. Non-Waiver

37.1. Tolerance by one Party regarding any delay, breach or failure in the performance of the obligations by the other Party with respect to these General Terms and Conditions and/or an Agreement shall not affect or restrict such Party's rights and powers arising under these General Terms and Conditions and/or the Agreement.

38. Interpretations

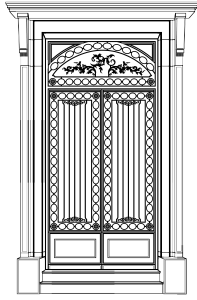
38.1. The preamble/recitals and the schedules (if any) of an Agreement and/or of these General Terms and Conditions form an integral part of the Agreement and/or these General Terms and Conditions and will have the same force and effect as when set out in the body of the Agreement and/or these General Terms and Conditions. References to the Agreement and/or to these General Terms and Conditions include the preamble/recitals and the schedules.

38.2. The headings of the clauses of these General Terms and Conditions and/or of the Agreement are for convenience only and shall not be binding.

39. Jurisdiction

39.1. All disputes shall, within the limits of the applicable law, be of the exclusive competence of the courts of Luxembourg, Grand Duchy of Luxembourg without prejudice to the possibilities offered to consumers under Article 18 of Regulation (EU) No 1215/2012, as amended from time to time.

Buyck Family Advisory Office



39.2. All transactions concluded between Buyck Family Advisory Office and the Client in the context of this relationship are deemed to have been carried out in the premises of Buyck Family Advisory Office in Luxembourg and, unless otherwise provided, the place of business of Buyck Family Advisory Office in Luxembourg is the place of performance of Buyck Family Advisory Office's obligations towards the Client and of the Client's obligations towards Buyck Family Advisory Office.

39.3. Legal actions against Buyck Family Advisory Office are subject to a limitation period of two (2) years. The limitation period starts to run on the date of the negligent action or inaction held against Buyck Family Advisory Office. Legal actions initiated after the last day of the limitation period are time-barred.