

TERMS AND CONDITIONS

Article 1. Definitions

The following definitions are used in these general terms and conditions:

1. "Confianza": The private company "Pietas" with trade name "Confianza", with registered office at Turnhoutsebaan 131B, B-2970 Schilde, www.confianza.be and with company number 0713.777.468.
2. "Customer": the natural person or legal person who uses the services of Confianza.
3. "Parties": Confianza and the Customer.

Article 2. Applicability

1. These general terms and conditions apply to all services provided by Confianza to the Customer and therefore form an integral part of the contractual framework of the relationship between Confianza and the customer. As a framework agreement, these general terms and conditions apply not only to the initial assignment from the Customer to Confianza, but also to any subsequent assignments, unless other agreements are made in writing for a specific assignment.
2. Agreements that deviate from one or more stipulations of these general terms and conditions only replace the stipulation or stipulations from which they deviate. The other stipulations remain fully applicable.

Article 3. Object of the service

1. Confianza is a consultancy firm specialized in legal and tax advice regarding real estate and residences abroad. Confianza's services may include, but are not limited to: legal advice regarding foreign real estate; advice on Belgian and foreign property taxation; succession planning
 - a. and estate planning; organization of legal seminars.
 - b.
 - c.
 - d.
2. The parties will agree on the exact subject of Confianza's services at the start of the work and, if necessary, adjust/expand it during its further implementation. In principle, before the start of the service, Confianza draws up an assignment proposal with specifications of the object of the service.
3. The Customer agrees that the determination of the precise object of the service and any adjustment/extension thereof can also take place without form and can be apparent from, among other things, correspondence, the (even tacit) acceptance of services or the payment of invoices.
4. If Confianza is of the opinion that it cannot assist the Customer in an appropriate manner, it will immediately inform the Customer of this in writing. In this case, no service agreement will be concluded between Confianza and the Customer. Confianza's obligations in this case are only limited to informing the Customer of any other options available to it. Confianza is hereby, without prejudice to the other provisions of these general terms and conditions, such as, but not limited to, articles 7.5 and 7.7 of these general terms and conditions, if it has a (very) light, a common or even a heavy commits an error, is not liable for the referral to any third party, nor for any errors - not even serious and/or intentional ones - committed by the third party ultimately appointed by the Customer. In this case, the relationship between this third party and the Customer is exclusively governed by the agreement between them

third party and the Customer is closed.

5. Unless the nature of the relevant assignment shows beyond any possible doubt that it concerns an obligation of result or that this has been expressly agreed in writing, Confianza's obligations are not obligations of result but obligations of best efforts. The Customer agrees that, including, but not limited to, the following actions are regarded as a best efforts obligation:

- any form of legal, commercial and strategic advice abroad and Belgian taxation; any
- form of legal, commercial and strategic advice regarding foreign real estate;

- advice on succession planning and estate planning the commitment to referral described in Article 3.4.; the obligations described in Articles 5.4 and 5.5
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of these general terms and conditions to guaranteeing the confidentiality of the documents assigned to Confianza in the context of any service to the Customer.

Article 4. Appeal to third parties

1. If it is necessary for the performance of the service, Confianza can call on third parties and this without the prior consent of the Customer.
2. Confianza cannot, without prejudice to the other provisions of these general terms and conditions, such as, but not limited to, articles 7.6 and 7.7 of these general terms and conditions, be held liable for the appointment of these third parties, if they (very) minor, a common or even a serious mistake. Confianza is also, without prejudice to the other provisions of these general terms and conditions, such as, but not limited to, articles 7.6 and 7.7 of these general terms and conditions, not liable for any errors - not even serious and/or intentional ones - committed by the third party in the provision of services to the Customer. This clause always applies in both cases of liability regardless of whether these third parties charge their fees and costs to Confianza or directly to the Customer.
3. For services that relate to Spain and/or take place on Spanish territory, such as, but not limited to, services of purchase guidance, inheritance & gift guidance in Spain and Spanish tax returns, the Client is referred to MT Legal SLP, with address at Avenida Ricardo Soriano 16, 4thD, Marbella (Malaga), with company number ES B93027555, registered in the Registro Mercantil de Málaga. The Client contracts directly with MT Legal SLP and Confianza cannot be held liable for any actions of MT Legal SLP. More information at <https://mtlegal-lawyers.com/>.

Article 5. Information exchange and confidentiality

1. The Customer shall provide Confianza, both at the start of the agreement and during its term, if necessary at the request of Confianza, with all information required to enable the optimal performance of its services. Confianza is not liable for damage resulting from incorrect or incomplete information provided by the Customer. The Customer indemnifies Confianza against damage resulting from incorrect or incomplete information provided by the Customer. The provision of correct and complete information is regarded as an obligation of result on the part of the Client.
2. Confianza is not required to verify the correctness, completeness and reliability of the aforementioned information, data and documents.
3. Confianza informs the Customer about the performance of its services. Communication between the Customer and Confianza takes place by telephone, post or e-mail.
4. Confianza handles the assignments referred to in Article 3.1. ac and the associated information exchange of the Customer confidential. Confianza cannot, without prejudice to the other provisions of these general terms and conditions, such as, but not limited to, article 3.4, 5th indent, article 7.5 and 7.7 of these general terms and conditions, be held liable for any damage whatsoever when they of this commitment to the confidential treatment of the assignments assigned to it and the associated information commits a (very) minor, a common or even a serious error.
5. Without prejudice to the other provisions of these general terms and conditions, such as, but not limited to, article 3.4, 5th indent, article 7.6 and 7.7 of these general terms and conditions, Confianza also ensures that, if it calls on a third party, this third party the assignments referred to in Article 3.1. ac and the associated information will also be treated confidentially by concluding an agreement and this if the

confidential treatment by the third party is not already guaranteed by legal professional secrecy. Confianza cannot be held liable for any errors - even not for the serious and/or intentional - committed by this third party in the fulfillment of this obligation to treat confidentially the assignments assigned to this third party and the related information.

fails to comply with payment in any way by not executing it, late or incompletely, even if this termination or suspension by Confianz would be manifestly untimely, or constitutes a (very) minor, a common or even a serious error.

Article 6. Compensation

1. Confianz will charge the Client for its activities, office costs, charged costs and advanced costs, whether or not periodically, by means of an invoice. Confianz may adjust the periodicity of its invoices if the scope of the work performed or the size of the amount to be charged justifies this. The amounts due apply to telephone, written and/or oral advice provided by Confianz.
2. Unless agreed otherwise in writing, the amounts due will be charged on the basis of the assignment proposal. The price items in the contract proposal are in principle fixed. The price items in the assignment proposal are based on the complexity of the service, the time to be spent and the costs incurred.
3. Notwithstanding the fact that Confianz attaches special importance to the fact that the Client knows in advance the fee due for a specific assignment and, without prejudice to the other provisions of these general terms and conditions, such as, but not limited to, article 7.7 of these general terms and conditions, Confianz expressly reserves the right to adjust the fixed price in consultation with the Customer. Confianz undertakes to invoke this right of amendment only in special circumstances. Without prejudice to the other provisions of these general terms and conditions, such as, but not limited to, articles 9 and 6.10 of these general terms and conditions, in the absence of agreement between Confianz and the Customer, both parties are free to agree in writing and without motivation of the further performance of the initially concluded agreement. This termination of the agreement does not affect the obligations assumed by the Customer in accordance with article 8 of these general terms and conditions.
4. Confianz may request a separate fee for the assignment or concession of copyrights referred to in Article 17 (1) 5° WIB/92. This fee will be included in the assignment proposal and invoice under the price items 'assignment of copyrights' and/or 'concession of copyrights'. Confianz reminds the Customer that in that case the Customer must deduct withholding tax on this price item. In principle, the rate is 15% on the net payment. The net payment is the price item less the statutory fixed cost. The Customer must declare the tax directly and pay it to the Belgian treasury within 15 days after payment of the invoice. Confianz refers to the regulation contained in articles 37 WIB/92, 261, 4° WIB/92, 412 WIB/92 and article 4, 1° KB WIB/92.
5. Confianz reserves the right to request an advance payment from the Customer before the commencement of and in the course of its work by means of an advance invoice or provision and only to commence or continue its work or to advance costs after the payment of this advance invoice. An advance is a fixed amount that the Customer must pay to Confianz prior to a detailed interim invoice or final invoice. In the settlement, the advances already charged are taken into account.

Advances can always be requested when the nature of the case and/or the work to be performed requires this and/or costs must be advanced.
6. The invoice must be protested in writing and with reasons within fourteen days of its date.
7. Unless agreed otherwise, all invoices are payable within fourteen days of their date.
Advance invoices are, unless stated otherwise, payable in cash.
8. If an invoice (advance invoice, interim invoice or final invoice) is not paid on time, Confianz has, without having to give the Customer prior notice of default, (1) the right to charge default interest calculated at the legal interest rate from the due date of the invoice until the date of payment in full as well as (2) the right to charge a fixed compensation of 10% of the late payment without prejudice to its right to legal costs (including the applicable legal fees), should a judicial recovery be necessary.
9. In this case, Confianz also has the right, without notice of default, either to suspend the performance of its activities until all amounts due have been paid in full, or to terminate the agreement with the Customer with immediate effect.
10. Without prejudice to the other provisions of these general terms and conditions, such as, but not limited to, article 7.7, article 8 and 9 of these general terms and conditions, Confianz is not liable for any damage that would result from the suspension of its activities or the termination of its agreement with the Customer when the Customer fulfills its commitment to

11. The place of payment is at Confianz's registered office.

Article 7. Liability

1. Confianz is insured by means of civil-law professional liability insurance.
2. Confianz refers, with regard to the specific terms and conditions of the insurance cover, to the text of the underwritten insurance contracts, which prevail over the previous summary. A copy of these insurance contracts will be made available to the Customer free of charge upon request.
3. Without prejudice to the other provisions of these general terms and conditions such as, among others, but not limited to article 7.7 of these general terms and conditions, Confianz is, however, under no circumstances liable for its own very light, light, common or even serious error with regard to all types of advice, both legal, commercial and strategic, regardless of the form (oral or written) in which this advice is provided and regardless of whether this advice is given in the context of a specific request for advice or in the context of a training course or any form of communication to the Customer or a third party. Moreover, Confianz is among the same

terms and conditions not liable for its own very light, light, common or even serious error with regard to legal, commercial and/or strategic advice regarding domestic and foreign real estate.
4. Without prejudice to the other provisions of these general terms and conditions, such as, but not limited to, article 7.7 of these general terms and conditions, Confianz cannot be held liable in accordance with article 4.2 of these general terms and conditions for the appointment of any third parties, if they commits a (very) minor, a common or even a serious error as a result of this appointment. Confianz is also, without prejudice to the other provisions of these general terms and conditions, such as, but not limited to, article 7.7 of these general terms and conditions, not liable for any errors - not even serious and/or intentional ones - committed by the third party in the service to the Customer. This clause always applies in both cases of liability regardless of whether these third parties charge their fees and costs to Confianz or directly to the Customer.
5. Confianz is not obliged to fulfill its obligations if the fulfillment is hindered by force majeure. Circumstances considered to be force majeure include, but are not limited to: government action, weather conditions, failures or malfunctions in telecommunications and internet connections, software failures, hacking or any other form of theft of data by third parties, delays or shortcomings in compliance of obligations by subcontractors or strikes and similar circumstances, as a result of which the services or commitments cannot be delivered or performed in full, late and/or in full. Confianz does not have to demonstrate that these circumstances were unforeseeable and unavoidable.
6. In the event that Confianz nevertheless proves to be liable for any reason, Confianz's professional liability will be limited to the amount actually paid out by the professional liability insurer, increased by any applicable exemption. The Customer thus accepts that the compensation of the damage it suffers as a result of a professional error on the part of Confianz and/or employees, without prejudice to the other provisions of these general terms and conditions such as, but not limited to, articles 3.3, 3.4, 4.2, 5.1, 5.2, 5.4, 5.5, 6.10, 7.5, 7.6, 7.7 and 9.4, is limited to the amount for which Confianz is insured.
7. If the professional liability insurer does not cover the damage, the compensation will be paid on the basis of a professional error by Confianz and its appointees, without prejudice to the other provisions of these general terms and conditions, such as, but not limited to, articles 3.3, 3.4, 4.2, 5.1, 5.2, 5.4, 5.5, 6.10, 7.5, 7.6, 7.7 and 9.4, limited in principle to a maximum amount of 200% of the contract proposal. Confianz expressly disclaims any further liability.
8. If the professional liability insurer does not cover the damage, Confianz can in any case never be held liable for indirect damage, such as, but not limited to, financial and commercial losses, loss of profit, increase in the general

- costs, planning failure, software failure, loss of expected profit, capital, clientele, etc
9. If the Customer considers Confianz's normal insurance to be insufficient, Confianz will take out additional insurance at the express written request of the Customer. Where appropriate, Confianz and the Customer must conclude an agreement in this regard in advance. Unless agreed otherwise, the premium for this additional insurance will be borne by the Customer and charged to him.

Article 8. Intellectual property

1. The Customer is not permitted to reproduce, publish or use the advice, notes, contracts, documents, training courses and all other intellectual activities made by Confianz, in any form whatsoever, without its prior written consent, itself or with the aid of third parties, in any way whatsoever, other than in the context of the assignment assigned to Confianz.
2. This provision remains valid and survives during a suspension of the agreement with the Customer, as well as after the termination of this agreement.

Article 9. End of the agreement

1. Both the Customer and Confianz have the right to terminate the agreement in writing at any time with immediate effect and without stating reasons.
2. This termination does not affect the obligation assumed by the Customer in accordance with Article 8 of these General Terms and Conditions.
3. The Customer is obliged to pay all work and costs up to the date of termination of the agreement. Confianz draws up a final invoice and sends it to the Customer.
4. Without prejudice to the other provisions of these general terms and conditions, such as, but not limited to, articles 6.10 and 7.7, Confianz is not liable for damage that would result from the termination of its agreement with the Customer, even if this termination was manifestly untimely, or constitutes a (very) minor, a common or even a serious error.

Article 10. Amendment of the general terms and conditions

1. Confianz reserves the right to change these terms and conditions at any time. In the event of a change, Confianz will notify the Customer of the changed text.

2. In the absence of a written protest within fourteen days after notification of the amended text, the Customer is deemed to have agreed to the amended text and this amended text binds the Customer for the future.

Article 11. Invalidity or nullity and contradiction

1. If one or more provisions of these general terms and conditions should be void, invalid or unenforceable, this will not affect the validity and enforceability of the other provisions of these general terms and conditions.
2. The parties undertake to immediately replace such void, invalid or unenforceable clause in mutual consultation with a clause that approaches the scope of the original clause as closely as possible.
3. In the event of any contradiction between the different language versions of these general terms and conditions, the Dutch text will prevail, which is the only authentic one.

Article 12. Waiver of rights

1. If Confianz does not invoke, with delay or in part, one or more of its rights in the context of its contractual or extra-contractual relationship with the Customer, or does not respond or react in a specific manner to a violation of one or more of its rights in the within the contractual or extra-contractual relationship with the Customer, this does not constitute a waiver of the relevant rights and is not interpreted as such. It does not prevent the exercise of the rights in question.
2. Any waiver of rights by Confianz is expressly and in writing. Such waiver is strictly construed and not invoked for similar situations or any right other than that to which the waiver expressly relates.

Article 13. Applicable law and competent court

1. All agreements between Confianz and the Customer are exclusively subject to Belgian law.
2. Parties prefer to settle their disputes amicably.
3. In the event that a dispute between Confianz and the Customer is brought before a court, this dispute will, to the exclusion of any other forum, be brought before the courts of 2000 Antwerp (in particular the justice of the peace, the Court of First Instance Antwerp, Antwerp division, or the Commercial Court of Antwerp, Antwerp division).