

**Annex A - General terms and conditions of service**

1. Legal practice. While one individual shall be assigned to be primarily in charge of rendering the Services to you, other individuals may perform certain tasks connected with the Services. The partner primarily in charge of the assignment is indicated in the proposal.

2. Standards and quality. We wish to provide not only the necessary technical expertise but also a high standard of service, efficiency and courtesy. In providing the Services, we shall observe the professional rules and ethical norms applicable in the industry. It is our aim that our clients should be satisfied with all aspects of any work undertaken by us. By signing the proposal/agreement you acknowledge that the performance of the Services is considered to be an obligation of means ("obligation de moyens", "inspanningsverbintenis"). Telconsult has made no guarantees as to the outcome of any phase of the Services and your current or future assignments. All representations and expressions related to the outcome of the Services and your current or future assignments are only expressions of our best professional opinion which shall not constitute a guarantee of the outcome.

3. Written work. Any written work by us shall be deemed as accepted by you and conforming to your requirements upon expiry of 14 days as of the delivery of such work, unless you have expressed your dissatisfaction to us in writing before lapse of the above-mentioned term. All written works are produced by us for your benefit, whereas we shall have all copyrights and other intellectual property rights in above-mentioned written works. Unless we have given our express consent, written work prepared by us may not be disclosed to persons, who are not involved with the assignment given by the Client, or to any third party.

4. Fees. The fees applicable in relation to the Services are by default determined per business day or per hour, VAT excluded, based on a business day of 8 hours. Additional Services beyond the regular business hours will be charged at an hourly fee of as set forth in the proposal. All travel time is chargeable, save for commute to the client's office. Travel expenses are chargeable as follows: where you require us to travel within the Benelux or France, we will charge you for standard class travel or mileage at the 0,3274 €/km for car travel (or any other applicable tax rates). Where you require us to undertake international travel, we will charge you for flexible class air fares, other travel as required locally and for the cost of a reasonable business standard hotel. That apart, disbursements will only be charged to your company, with your prior authority.

5. Payment Terms. Fees and disbursements will be invoiced monthly in arrears. Payment term is 14 days from invoice date. If an invoice will not be paid by its due date, we reserve the right to charge interest from that date at 12% per annum or 3% over the ECB base rate, whichever is higher. Queries concerning our fees should be raised within 14 days of invoice date.

6. Termination. You may terminate our Services at any time upon a 3 months notice period. We will decide to stop acting for you only with good reason and on giving you reasonable notice. We are entitled to keep all your papers and documents while money is owing to us.

7. Confidentiality. We ensure that any confidential information learned by us in relation to your assignments shall be held in strict confidentiality.

8. Liability. We, our partners and employees shall have no liability, whether direct or indirect, in respect of any person or party other than Client, nor for any consequential or indirect loss or damage, including but not limited to loss of profit or revenue and loss of anticipated savings. Our total aggregate liability, including that of its partners and employees, shall in any event be limited to the lesser of either the fees paid by Client under the agreement during 6 months prior to the event, or 50,000 €.

9. Conflict of interest. If we become aware of a direct conflict of interest between you and another client, we may refuse to provide services to you. We may, however, from time to time, represent or advise, in unrelated matters, clients whose interests may conflict with those of you or another client.

10. Use of your company name. Notwithstanding Clause 7 hereof and in the absence of a respective prohibition communicated to us by you in writing, we assume that you allow the use of your company name as our client in the form generally used for selective marketing purposes.

11. Notification obligation. We assume that you have provided us with all information, details and documentation related to the assignment prior to acceptance of the assignment by us. You undertake to notify us of any changes in the above-mentioned information, including your contact information.

12. Data Protection. All information that we hold concerning you and your company and colleagues will be held and processed by Telconsult strictly in accordance with the provisions of the Data Protection Act. Such data will be used by the firm to provide you with legal services and for related purposes. We will not, without your consent, supply your name and addresses to any third party except that where (1) such transfer is a necessary part of the legal services that we undertake, or (2) we are required to do so by operation of law. As an individual, you have a right under the Data Protection Act to obtain information from us, including a description of the data that we hold on you. Should you have any queries concerning this right, please contact us.

13. Applicable law. This Letter and our relationship shall be governed by Belgian law. Any disputes that we cannot settle amicably shall be finally resolved by the commercial courts of Brussels.