

START-UP PACK BELGIUM: TERMS AND CONDITIONS OF USE

I. Definitions and Interpretation

In these terms and conditions:

“**DLA Piper**” means the global law firm known as DLA Piper, operating through various separate and distinct legal entities (including the DLA Piper Entity). Further information in respect of these entities can be found at the Legal Notices page at www.dlapiper.com;

“**DLA Piper Entity**”, “**we**” or “**us**” means DLA Piper UK LLP (and words such as “**our**” shall be interpreted accordingly);

“**DLA Piper Group**” means the alliance of legal practices known as DLA Piper Group, comprising members which are separate and distinct legal entities and which are affiliated to entities of DLA Piper but are not, themselves, entities of it. Further information in respect of these members can be found at the Legal Notices page at www.dlapiper.com;

“**DLA Piper Person**” means each and all of the following and each and all of their respective members, partners, directors, employees, representatives and agents (as the case may be):

- the DLA Piper Entity;
- any other entity of DLA Piper;
- any member of DLA Piper Group; and
- any body or entity controlled or owned by any entity of DLA Piper (including the DLA Piper Entity) or any member of DLA Piper Group or any of their respective members, partners, directors, employees, representatives or agents (as the case may be).

2. Scope and terms of the Start-up Pack

You should note that:

- 2.1 the Start-up Pack is intended as a general overview of some of the key legal issues that are likely to be relevant to a start-up business in Belgium and does not claim to be comprehensive or provide specific legal advice or other advice. It is not possible to provide comprehensive advice, whether legal or otherwise, on the matters that may apply in the

particular circumstances of your business in this Start-up Pack. Accordingly, matters which you consider to be important, or which may otherwise be considered important, to your particular circumstances or business may not have been addressed in the Start-up Pack, or may not have been addressed in sufficient detail for your purposes. Consequently, the Start-up Pack cannot in any way act as a substitute for obtaining your own legal advice and other advice; and

- 2.2 we have not updated the Start-up Pack since February 2015 to take account of any subsequent events or changes in law, and we have no duty or responsibility to do so.

3. By downloading and/or accessing and/or reviewing and/or using the Start-up Pack you confirm that:

- 3.1 you have fully considered the provisions of these terms and conditions, have obtained such legal advice as you consider appropriate and consider such provisions to be reasonable; and
- 3.2 you have read and understood these terms and conditions and you understand that they may affect your rights or responsibilities and you agree to be bound by these terms and conditions.

4. No reliance or claims by you/any other party

- 4.1 You acknowledge and agree that these terms and conditions are a condition to our agreement to provide you with access to the Start-up Pack and that neither we nor any DLA Piper Person:
 - 4.1.1 owes or accepts any duty, responsibility or liability to you or any other party, whether in equity, contract, tort or otherwise, in respect of the Start-up Pack or in respect of any information contained in or derived from the Start-up Pack; and
 - 4.1.2 shall be liable in respect of any direct or indirect losses (of whatever nature), costs, claims, demands, expenses (including, without limitation, legal expenses) or other liabilities incurred or suffered by you or any other party

arising out of your use, or any other party's use, of the Start-up Pack, or any information contained in or derived from the Start-up Pack, or our provision of the Start-up Pack to you or any other party.

- 4.2 You agree that you will not rely on the Start-up Pack and will not bring any action, proceedings or claim against us and/or any DLA Piper Person where such action, proceedings or claim in any way relates to or concerns or is connected with your use, or the use by any other party, of the Start-up Pack or any information contained in or derived from the Start-up Pack.
- 4.3 You acknowledge and agree that by making the Start-up Pack available to you, neither we nor any DLA Piper Person is making any representation, statement, warranty or assurance in relation to the accuracy or completeness of the Start-up Pack or any matters mentioned or information contained in it.
- 4.4 You agree to indemnify us and each DLA Piper Person and to hold us and each DLA Piper Person harmless against all actions, proceedings and claims brought or threatened against us and/or any DLA Piper Person and against all direct or indirect losses (of whatever nature), costs, claims, demands, expenses (including, without limitation, legal expenses) and other liabilities which we and/or any DLA Piper Person incur or suffer from time to time arising out of or in connection with your failure, or that of any other person to whom you provide a copy of the Start-up Pack in accordance with paragraph 4 of these terms and conditions, to comply with these terms and conditions.

5. No distribution of the Start-up Pack

- 5.1 Subject to paragraph 5.2, you must not copy or distribute the Start-up Pack or otherwise make it available to any other person.
- 5.2 A copy of the Start-up Pack may be provided by you:
 - 5.2.1 if and to the extent required by the laws of any relevant jurisdiction or by any securities exchange or regulatory or governmental body to which you are subject; and

5.2.2 to any person,

provided that, in each case, you take all steps necessary to ensure that the recipient understands and agrees that the Start-up Pack is provided to them subject to the same terms and conditions as those set out in these terms and conditions in relation to our provision of the Start-up Pack to you.

6. Subsequent version(s) of the Start-up Pack

You acknowledge and agree that, by making a copy of the Start-up Pack available to you, we do not assume any duty or responsibility to provide you with any subsequent versions of the Start-up Pack (if any).

7. No reliance on supplementary information or explanations

If we, in our absolute discretion, agree to give information and/or explanations to you and/or your professional advisers (to whom we assume no duty or responsibility) in relation to the Start-up Pack, you acknowledge and agree that any such information and/or explanations are given subject to the same terms and conditions as those set out in these terms and conditions in relation to the Start-up Pack.

8. No lawyer/client relationship with you

Our agreement to provide a copy of the Start-up Pack to you does not constitute or create a lawyer/client relationship between us (and/or any DLA Piper Person) and you and/or those persons to whom you make the Start-up Pack available in accordance with these terms and conditions.

9. General

9.1 Liability

Nothing in these terms and conditions shall be applicable to the extent that it constitutes a limitation or exclusion of liability for death or personal injury caused by negligence or constitutes a limitation or exclusion of liability for our fraud or reckless disregard of professional obligations.

9.2 Applicable law and jurisdiction

These terms and conditions and any dispute or claim arising out of or in connection with it, its subject matter or formation (including, without limitation, any non contractual dispute or claim) are governed by and shall be construed in accordance with Belgian law, and you irrevocably agree that the courts of Belgium shall have exclusive jurisdiction to settle any such dispute or claim.

9.3 Entire agreement

These terms and conditions constitute the entire agreement and understanding between us in respect of their subject matter.

9.4 Third party rights

9.4.1 You agree that each and every DLA Piper Person shall be entitled to the benefit of and to enforce the provisions of these terms and conditions.

9.4.2 Except as provided in paragraph 9.4.1, nothing in these terms and conditions shall confer any rights or other benefits on any third parties.

9.5 Severance

9.5.1 If any provision of these terms and conditions is or becomes illegal, invalid or unenforceable in any respect, that shall not affect or impair the legality, validity or enforceability of any other provision of these terms and conditions.

9.5.2 If any illegal, invalid or unenforceable provision of these terms and conditions would be legal, valid or enforceable if some part or parts of it were deleted, such provision shall apply with the minimum deletion(s) necessary to make it legal, valid or enforceable.