



## **TERMS AND CONDITIONS (“CONDITIONS GÉNÉRALES”)**

### **Introduction**

The present general terms and conditions govern the business relations of WvT Luxembourg, a Luxembourg *société d’avocats* with registered address at 5, rue de la Reiner, L-2418, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number RCS B 175.450 and having a share capital of EUR 12,500.- (twelve thousand five hundred euros) (“**WvT Luxembourg**”) and the clients of WvT Luxembourg.

In these terms and conditions:

“**Client**” means the person engaging WvT Luxembourg to provide services;

“**Third-Party Service Provider**” means any person not affiliated with WvT Luxembourg (such as couriers, bailiffs, translators, experts, and foreign counsel) engaged by WvT Luxembourg where this is desirable for the provision of the services to the Client.

“**Person Affiliated with WvT Luxembourg**” means every lawyer, or tax lawyer and every other person working at WvT Luxembourg or at a group company of WvT Luxembourg (regardless of whether this is on the basis of an employment agreement or on any other basis), every shareholder of WvT Luxembourg. Persons Affiliated with WvT Luxembourg include persons formerly affiliated with WvT Luxembourg and legal successors of Persons Affiliated or formerly affiliated with WvT Luxembourg.

WvT Luxembourg is a law firm incorporated, existing and acting under the form of a Luxembourg private limited company (*société à responsabilité limitée*) registered as such with the Luxembourg Bar Association (*Barreau de Luxembourg*) under List VI.

These general terms and conditions contain a limitation of liability clause. The applicability of any other general terms and conditions is hereby expressly excluded unless the Client signs with WvT Luxembourg an engagement letter that expressly overrides (clauses of) the present terms and conditions.

By instructing WvT Luxembourg in whatever form (notably via electronic communication means), including but not limited by signing an engagement letter or via email correspondence or otherwise, the client agrees to be bound by these terms. These terms may be altered or overridden in whole or in part through specific provisions (other than clause 13) in the engagement letter or special terms agreed with a client. Unless an engagement letter or special terms amend or override one of the provisions of these terms, the terms shall apply in full to any relationship with a client.



The terms may be amended from time to time at WvT Luxembourg's sole discretion and the latest version of the terms shall prevail.

## **General Terms and Conditions**

### **Article 1: The agreement**

These general terms and conditions set out the general terms and conditions applicable to the terms of any engagement between WvT Luxembourg and any Person Affiliated with WvT Luxembourg and its Clients and is applicable to and shall govern the relationship between WvT Luxembourg, any Person Affiliated with WvT Luxembourg and its Clients unless the Client signs with WvT Luxembourg an engagement letter that expressly overrides (clauses of) the present terms and conditions. These general terms and conditions have been prepared for the benefit of WvT Luxembourg, any Person Affiliated with WvT Luxembourg, all individuals engaged by WvT Luxembourg and generally all (other) individuals for whose acts or omissions WvT Luxembourg may be held liable. Some individuals performing services for or on behalf of WvT Luxembourg are referred to as “partner”. Such individuals and all persons performing professional services for WvT Luxembourg are performing such services for the exclusive account of and at the risk of WvT Luxembourg S.à r.l. and may in no case be held liable personally. The exact title of each professional rendering services for WvT Luxembourg can be found on our website ([www.wvant.com](http://www.wvant.com)) or can be provided upon simple request. An agreement for services between a Client and WvT Luxembourg will only come into existence when WvT Luxembourg or a lawyer, or tax lawyer working at WvT Luxembourg accepts a Client’s instructions. A Client’s engagement of a Person Affiliated with WvT Luxembourg will not result in an agreement with that person or with any other Person Affiliated with WvT Luxembourg.

### **Article 2: Liability**

2.1. If the rendering of legal services by WvT Luxembourg gives rise to liability, this liability shall in each case and under all circumstances be limited to the amount paid out in the case concerned under the relevant professional liability insurance policy of WvT Luxembourg plus the deductible that is for WvT Luxembourg’s account under the relevant insurance policy in the case concerned. A copy of the current professional liability policy will be sent to the Client on request. This paragraph is an irrevocable third- party clause for the benefit of every Person Affiliated with WvT Luxembourg.

2.2. If, for whatever reason, no payment is made by the insurance company under professional liability insurance policy referred to in 2.1. above, any liability of WvT



Luxembourg and its partners will be limited to an amount equal to three times the amount invoiced for legal fees in the case concerned, subject to a maximum amount of EUR 200,000 (two hundred thousand euros).

2.3. The instructions that have been given shall be carried out exclusively for the client. Third parties cannot derive any rights from the content of the work carried out.

2.4. The right to compensation for damages shall terminate thirty-six months after the date upon which the other contracting party discovered, or should reasonably have discovered, the occurrence of the event that caused, whether directly or indirectly, the damages for which WvT Luxembourg is liable. This shall also apply, if compensation is claimed for damages on the grounds of a right taken over or acquired from a third party. Finally, any claim that is not brought before the competent court within thirty-six months starting at the date of the completion of a matter or an instruction shall be prescribed by lapse of time.

### **Article 3: Client's obligations**

3.1. If the Client allows a third party to take cognizance of the content of the work carried out by WvT Luxembourg for the benefit of the Client, the Client shall bring these general terms and conditions to the attention of the third party and ensure that they are also accepted by this third party.

3.2. The Client shall indemnify and hold harmless WvT Luxembourg and any Person Affiliated with WvT Luxembourg, and all individuals engaged by WvT Luxembourg or any and any Person Affiliated with WvT, against any claims by third parties who claim that they have suffered damage as a result of or in connection with the work carried out by WvT Luxembourg on behalf of the Client or against claims by third parties who claim that they have suffered damage as a result of a disclosure mistakenly made by WvT Luxembourg or by any Person Affiliated with WvT Luxembourg, or all individuals engaged by WvT Luxembourg except in cases of intent or willful recklessness on the part of WvT Luxembourg. A third party includes every group company, shareholder and managing or supervisory director of the Client, any persons working at or for the Client and any family member of the Client. This paragraph is an irrevocable third-party clause for the benefit of every Person Affiliated with WvT Luxembourg.

3.3. Payment of WvT Luxembourg's invoices shall take place within 30 days of the invoice date, without suspension or set off. Except if the Client protests promptly upon receipt of WvT Luxembourg's invoice. WvT Luxembourg is entitled to set off monies received for or from the Client against, or use them in payment of, whatever the Client owes. All judicial or extrajudicial costs connected with the collection of outstanding amounts – with a minimum of 25% over and above the amount to be collected – shall be



for the Client's account. Judicial costs are not limited to the nominal costs of the procedure awarded by the court but shall be for the account of the Client in full if it is judged to be in the wrong (to a preponderant degree).

#### **Article 4: Engagement of Third-Party Service Providers**

4.1. Wherever possible and within reason WvT Luxembourg will make its choice of Third-Party Service Providers to be engaged in a case in consultation with the Client and under observance of due care and attention. WvT Luxembourg may engage those Third-Party Service Providers in its own name or, as an authorised representative, in the Client's name. WvT Luxembourg cannot be held liable for the acts and/or omissions on the part of such Third-Party Service Providers, except in the case of willful intent or gross negligence on the part of WvT Luxembourg.

4.2. To the extent that a Third Party Service Provider wishes to limit its liability in connection with the carrying out of instructions from the Client, Weidemavan Tol Luxembourg shall assume and, if necessary, hereby confirms that all instructions issued to it by the Client contain the (implicit) authority to accept such a limitation of liability on behalf of the Client.

4.3. The fees and costs associated with the engagement by WvT Luxembourg of a Third-Party Service Provider will only be paid by WvT Luxembourg to such Third-Party Service Provider once the Client of WvT has paid WvT Luxembourg's fees.

4.4. These general terms and conditions shall apply to engagements with Third-Party Service Providers. This paragraph is an irrevocable third-party clause in relation to Third-Party Service Providers.

#### **Article 5: Fees**

WvT Luxembourg is entitled to amend its basic hourly fee and costs charged by it for travel expenses for travel by car, air carrier or train. If the amendment involves an increase of more than 10%, or if an increase takes place within three months of the effective date of the engagement/engagement letter between WvT Luxembourg on the one hand and the Client on the other hand, the Client shall be entitled to terminate the professional services agreed upon under the engagement letter/engagement acceptance. The right to terminate the professional services still to be rendered under the engagement letter/engagement acceptance lapses on the 15<sup>th</sup> day after the invoice date of the first invoice sent to the Client following the increase of the basic hourly fee and/or the aforementioned costs for travel expenses.



## **Article 6: Anti-Money Laundering**

6.1 WvT Luxembourg is required to verify the identity (and ultimate financial beneficiary) of its clients before entering into a business relationship. The identification of clients for anti-money laundering purposes is conducted pursuant to our internal know-your-customer procedure, which we reserve the right to amend from time to time depending on the evolution of international and local legal provisions.

6.2 We are also held to an obligation of vigilance as a result of which we may have to report a client if we have a suspicion or have reasonable grounds to suspect money laundering or financing of terrorism or any attempt thereof under applicable law or regulation. In such a case, we may not inform the client of the reporting and the legal obligation to report a client overrides our duty to professional secrecy towards the client. WvT Luxembourg may not be held liable for any prejudice of the client where it arises as a result of the disclosures that would need to be made by WvT Luxembourg.

## **Article 7. Mandatory disclosure rules on aggressive tax planning**

7.1. The law of 25 March 2020 transposing into Luxembourg law the European Council Directive (EU) 2018/822 adopted on 25 May 2018 amending the Directive 2011/16/EU as regards mandatory automatic exchange of information in the field of taxation in relation to reportable cross-border arrangements (hereafter referred to as "**DAC6 Law**"), imposes on "intermediaries" (within the meaning of the DAC6 Law including lawyers and tax advisers) or as the case may be, the "taxpayers" (within the meaning of the DAC6 Law, potentially our clients or entities owned or controlled by our clients) to report detailed information on certain type of cross-border arrangements to the Luxembourg tax authorities.

7.2. The DAC6 Law is applicable as from 1 July 2020 but includes reportable cross-border arrangements whose first step has been implemented between 25 June 2018 and 30 June 2020.

7.3. The obligation to report is primarily up to "intermediaries" but could be shifted to a "taxpayer" where there is no EU based intermediary or where all EU based intermediaries involved are subject to a (legal) professional privilege.

7.4. As a law firm registered with the Luxembourg Bar, WvT Luxembourg acting as legal counsel is exempt from the reporting obligation under the DAC6 Law. However, if we consider that the arrangement we have been involved in as (exempt) "intermediary" is reportable under the DAC6 Law, we are required to notify their reporting obligation to any EU-based "intermediaries" known to us or, in the absence of at least one non-exempt intermediary, to the "taxpayer".

7.5. Any time spent with respect to obligations and analyses entailed under the DAC 6 Law will be subject to our standard fee rates unless provided otherwise in the special terms and conditions of our engagement.

## **Article 8. Data protection**



8.1. We process personal data with respect to “inter alia” existing and former client files, lawyers and counterparties in accordance with the provisions of applicable data protection rules and legislation and in particular Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and its national implementation measures.

8.2. WvT Luxembourg has adopted a privacy policy (hereafter “**Privacy Policy**”) fully disclosed and accessible on its website informing its clients about who WvT Luxembourg is what personal data (hereafter “**Data**”) we collect and process, how, why and on which legal basis we process Data, who has access to the Data, if Data gets transferred across borders, how long data is kept, how Data is secured, what Data you must supply and outlines your rights according to the applicable Data protection laws according to the EU General Data Protection Regulation (EU) 2016/679 (hereafter “**GDPR**”) and the Swiss Federal Act on Data Protection.

8.3. As confidentiality and privacy is taken very seriously by WvT Luxembourg, we ask you to carefully read this Privacy Policy, immediately contact WvT Luxembourg if you have any requests, questions or concerns. This Privacy Policy and the applicable Data protection laws apply in addition to our professional duty of confidentiality.

8.4. If you send us Data (personal data as defined according to article 4(1) of the GDPR) from other persons than you (for example your employees, family members, etc.) please ensure that the respective persons know this Privacy Policy and please only send us Data if you have the permission to send the Data and the Data is correct.

## **Article 9. Intellectual Property**

WvT Luxembourg is the sole and exclusive owner of the legal advice, know-how and all documents or other creations produced by its lawyers or employees and holds all the intellectual property rights pertaining thereto. Clients shall not, without WvT Luxembourg’s prior written permission, reproduce or use such legal advice or documents for any purposes other than in relation to the matter and for the purpose for which they were provided. Clients shall not reproduce WvT Luxembourg’s intellectual property, including, without limitation, logos, trademarks, website, materials, without WvT Luxembourg’s prior written consent.

## **Article 10: Confidentiality**

We are subject to strict rules on professional confidentiality under Luxembourg law and the rules of the Luxembourg Bar.



We do not disclose any client related information except in the circumstances provided for in the law, our professional regulation, upon the instruction of the client as more fully set out herein or in the Privacy Policy available on our website [www.wvant.com](http://www.wvant.com).

#### **Article 11. Conflicts of interest**

We use our best efforts to avoid any conflicts of interest by following our internal procedures, including reasonable conflict check verifications, and in application of the professional rules of the Luxembourg Bar.

We may, however, accept instructions from other potential clients operating in the same or competing markets and whose commercial interests conflict with those of a client. Should a conflict of interest nevertheless arise, we will endeavor to resolve that conflict in discussions with the relevant clients and by applying the professional rules applicable in Luxembourg.

If we are unable to resolve a conflict, we may terminate our relationship immediately. If we cease to act for you because of a conflict, we may act for other clients whose interests are contrary to your own provided that we comply with applicable rules of professional conduct.

#### **Article 12. Use of information relating to public transactions**

WvT Luxembourg may use information in the public domain relating to transactions or matters in relation to which we acted for a client for publication on our website and for marketing purposes, such as participation in league tables or communication to legal professional guides, unless the client objects.

In connection with materials of WvT Luxembourg that, for marketing purposes, describe facets of our law practice and recite examples of matters we handle on behalf of clients, the client agrees that to the extent those materials avoid disclosing the client's confidences and secrets, they may identify the client as a client, may contain factual synopses of the client's matters, and may indicate generally the results achieved.

#### **Article 13. Termination**

Both parties may terminate their engagement with each other at any time and without stating any reasons. On termination, the client will forthwith pay all fees and disbursements incurred up to the date of termination



#### **Article 14. Completion of a matter or instruction**

Without prejudice to any elements evidencing an earlier completion of a matter or an instruction, a matter or instruction shall be deemed completed at the date of submission of the final invoice relating thereto.

#### **Article 15. Miscellaneous**

15.1 Luxembourg law applies to these general terms, all engagement and engagement letters between the Client and WvT Luxembourg as well as to any instructions to or for WvT Luxembourg.

15.2 Disputes shall be settled exclusively by the competent court of and in Luxembourg. WvT Luxembourg does nevertheless have the right to submit disputes to the competent court in the Client's place of domicile with the understanding that WvT Luxembourg shall continue to have power to take legal action in a court of law that would have had jurisdiction over disputes with WvT Luxembourg if the above election of jurisdiction had not been made.