

GENERAL TERMS AND CONDITIONS

Applicability

Each agreement sets out the terms to be agreed upon and contains the legal and regulatory details of responsibilities and contractual obligations. What is not understood needs to be questioned and each newly made agreement stands on its own. Changes are only possible subject to mutual agreement and to be laid down in a new agreement to be made. Each party, having an agreement or convention, acknowledges to have taken note of the present terms and conditions.

Company Information

Name of the enterprise: NV COFIC - COnsulting and Foreign Investment Coordination.
Address of incorporation: Cofic, Koning Albertstraat 132, BE-1760 Roosdaal, Belgium/EU.
Address offices: Cofic, Molenkauter 9, BE-1760 Roosdaal, Belgium:EU.
Date and place of incorporation: 31-01-1980 Brussels, Belgium.
Registration number 427031 sector unit number 2.017.582.083
Activities: international counseling, real estate, energy, trade and brokerage.
Administrative body, name and position, Mr Jozef Van Waeyenberge - chairman, Mrs Rosalie Van Waeyenberge - director, Mr Paulus Van Waeyenberge - director.
Tel: +3254322849 and +3254518707
Mobile chairman: +32474636339
E-mail: info@cofic.be Website: www.cofic.be

Activity

Advice, purchase or sale or rental of real estate, brokerage and trade in energy products, raw materials and equity.

Compensation for business

Fees are agreed in advance, for brokerage or commission, for costs of administration, advice, mediation, for payments of revenues, for profit sharing, for profit provisions and for services. Any form of compensation in full compliance with Belgian legal requirements

Protection of privacy

For the privacy statement, reference is made to the regulations and laws applicable in Belgium regarding how personal data is used, shared, disclosed and stored. All personal data received, collected or processed is handled responsibly and can be used for business purposes, for financial management, for analysis, for developing risk models, for fraud prevention and detection, for improvement and fine-tuning of products and services and to comply with legal and regulatory obligations. This may include sharing information with group companies and third parties, for accounting, auditing, fraud prevention, with brokers, insurers, loss adjusters, for credit information, with service providers, consultants, controllers or government regulators.

Origin of Funds and Payment Terms

Payments are made only from completely clean and legal funds, thoroughly approved and confirmed to be in compliance with all applicable laws and regulations. Payments are made directly from accredited banks and made from legal and approved bank accounts, with certifications from executing banks that the funds are completely clean and sound, of non-criminal origin for irrevocable payment to the beneficiary's account and in free circulation immediately and definitively available to the beneficiary for payments to be made by the beneficiary. All invoices are drawn up electronically, forwarded on the date of issue and are immediately payable in cash unless other payment terms have been contractually agreed and stated on the invoices.

Professional indemnity insurance

Professional indemnity insurance has been taken out with KBC Bank en Verzekeringen NV policy 37.xxx.xxx-0002 at the level of the parent company KoGo COMMV, which provides cover to the

governing body of NV COFIC until 19/04/2023, renewable.

Corruption, Anti-Bribery, Money Laundering, Financial Crimes and Sanctions

The parties confirm that they will at all times comply with the laws, regulations and statutes applicable to the prevention and reporting of corruption, bribery, money laundering, terrorist financing, fraud and any form of crime, both under Belgian law and European regulations, according to the British Bribery Act 2010, the American Foreign and Corrupt Practices Act 1977 as well as the United Nations' "Sanctions" policy.

KYC, CIS and DD

Provide permanent follow-up of parties with whom agreements or conventions have been made, through inquiries into data such as KYC - Know Your Customer and CIS - Company Information Sheet. Every party, with whom there are contacts or agreements, is subject to DD - Due Diligence. No explanation is provided about the outcome of the DD and a party rejected as a result of DD has no recourse. There are only contacts or agreements with parties whose DD is favourable. A party that does not cooperate or provides insufficient information for the DD will in any case be rejected, also without recourse.

Conflicts of Interest and Complaints

Any form of conflict of interest is avoided, from group companies, managers, employees, agents, suppliers, customers with their own policies and procedures without adverse influence with conflict management, possibly with the introduction of information barriers, always with great care to maintain trust at all levels. For complaints, our own policy ensures immediate treatment. Any complaint must be addressed in writing to the administrative body.

Intellectual property rights

Ownership rights, property, copyrights, rights attached to materials or services, software, know-how, drawings, designs, creations, systems, methodologies, working papers, forecasts, reports, advice are freely available to the extent so included in the agreements.

Notification

The notice is in writing. The parties have the right to send notification to the registered address or to the e-mail address contractually agreed.

Liability

The liability is limited to what has been contractually agreed and to what is covered by insurance, insofar as the damage and responsibility is clearly demonstrable and demonstrated while it is ensured that there is no fraud, no corruption or unexpected acts or events. Notwithstanding what may be covered by insurance, no liability to parties with whom there are dealings or arrangements or to others, whether arising from statutory duty or breach of contract, negligence or any other act or omission or breach of duty, for any loss of profit or income or a special, indirect or consequential loss arising from or related to advice or services provided.

Unexpected action or event

The occurrence of events, circumstances or causes beyond our reasonable control shall not constitute a breach of the contract and shall not be liable for any delay in performance or failure to perform obligations.

Arbitration and Jurisprudence

The parties are authorised to resolve disputes by means of arbitration or dispute mediation, subject to written agreement, thus having the freedom to seek or find settlement through the courts or not. All contacts, dealings or agreements are governed by the laws of the Kingdom of Belgium and its courts have the necessary jurisdiction to settle any dispute or claim.

Update 15/02/2023