

ABOUT THE SERVICE

Yours Advisory SRL (hereinafter “Yours Advisory SRL”) has been recognized by the Autorité des Services et Marchés Financiers (FSMA, rue du Congrès 12 - 14, 1000 Brussels) as an independent financial planner since September 28, 2020.

In this capacity, Yours Advisory SRL provides its customers with consultations on optimizing, in particular the structuring, planning over time, protection, legal organization or transmission, of a customer's assets, according to the needs and objectives expressed by that customer, as well as accompanying the customer in implementing the advice offered.

Financial planning consulting always consists of a multidisciplinary analysis of the client's situation in which - unless the client expressly requests otherwise - the following 4 aspects are always considered:

1. civil law
2. tax law and taxation,
3. social security and livelihood guarantees
4. economic and financial context

1. CONCLUSION OF A FRAMEWORK AGREEMENT

The Framework Agreement and its appendices are concluded between the customer and Yours Advisory. They come into force when the Framework Agreement signed by the customer is received by Yours Advisory SRL and co-signed by it.

2. DURATION AND TERMINATION OF THE CONTRACT

In the absence of proof to the contrary, the contract is deemed to be concluded for a fixed term, since it concerns a non-recurring request.

Either party may terminate the agreement at any time with immediate effect, by notifying the other party by registered letter.

If the customer terminates the agreement at the same time as Yours Advisory SRL is processing its request for financial advice, the processing of any file will be stopped with immediate effect, without any obligation on the part of Yours Advisory SRL with regard to the pending request. Yours Advisory SRL is entitled to a lump-sum compensation equal to 50% of the fee, unless it can prove that it has incurred higher costs. The lump-sum compensation does not cover any administrative costs and disbursements already incurred by the Company at the time of notification in connection with the Consultation, such costs and disbursements being immediately due and owing by the Customer to the Company.

Upon termination of the Agreement, all original books and documents belonging to the Client will be returned to the Client or its representative.

3.. IMMEDIATE TERMINATION OF THE AGREEMENT FOR CERTAIN REASONS

Yours Advisory SRL may terminate the consulting agreement at any time, without notice and without compensation, if there are reasons that make it impossible to continue the professional collaboration, such as:

- circumstances jeopardizing its independence,

- circumstances preventing performance of the contract in compliance with professional and ethical standards,
- the customer's apparent failure(s) to meet his own obligations as described in these general terms and conditions and in the Framework Agreement,
- in the event of composition, dissolution or apparent insolvency of the customer.

The reasons for the immediate termination of the agreement must be communicated to the customer.

Depending on the circumstances, Yours Advisory SRL may issue a warning to the customer prior to its decision.

In the event of the customer's bankruptcy, the agreement will be terminated by operation of law. The customer may terminate the agreement at any time, without observing any period of notice and without payment of damages, if Yours Advisory SRL is manifestly in breach of its own obligations, as described in these general terms and conditions (point 13) and, where applicable, in the Framework Agreement. In any event, its decision will be preceded by a written formal notice addressed to Yours Advisory.

4. SUSPENSION OF PERFORMANCE

In the event of non-performance, incorrect or late performance by the customer of its obligations, for example in the event of non-payment of fees or advance(s) in accordance with point 7. below, Yours Advisory SRL is entitled to suspend or defer performance of its obligations until the customer has fulfilled its obligations. Yours Advisory SRL will inform the customer in writing.

If, after the start of the suspension or postponement of performance of its obligations, legal action is urgently required to safeguard the customer's rights, and for which Yours Advisory SRL has been commissioned, it will inform the customer accordingly.

All costs and expenses resulting from the suspension or postponement of Yours Advisory SRL's obligations are to be borne by the customer.

In all circumstances, Yours Advisory SRL is entitled to payment of fees and expenses relating to work already performed.

5. FEES

1. Determination of costs and expenses

The fees for the assignment are set out in Appendix 1 of the Framework Agreement. The components of this fee are described in article 5 of the Framework Agreement.

Remuneration will be based on an estimate of the number of hours required to prepare the financial planning consultation and to implement the advice provided in the consultation. The Consultation will meet the client's specific objectives and needs.

Remuneration will be due at the end of the assignment or at pre-determined deadlines.

2. Terms of payment

Yours Advisory SRL invoices are payable on the due date indicated. In the event of non-payment or late payment, interest on arrears at the rate of 10% p.a. will be due ipso jure and without prior notice.

3. Disputes concerning costs and fees

Any dispute concerning costs and fees must be submitted to Yours Advisory SRL by registered letter within 15 days of the invoice date. If no dispute is brought to Yours Advisory's attention (in good time), the customer will be presumed to agree with the invoice issued.

6. LIABILITY

Yours Advisory SRL is not liable for damages incurred as a result of the application of the advice given in the financial planning consultation when the customer has failed to provide a complete, true and relevant overview of his or her financial, family and/or professional situation, or has concealed information of any kind that the customer could reasonably assume would be relevant in the decision-making process.

Yours Advisory SRL is only liable for direct damages resulting from or related to negligence, wilful misconduct or gross negligence in the performance of its duties.

Yours Advisory SRL bases its financial planning consultations on the information provided by the customer, as well as on the legislation in force at the time the consultation is provided. For the interpretation of this legislation, Yours Advisory SRL will base itself on the case law and doctrine in force at the time the advice is given. Yours Advisory SRL cannot under any circumstances be held liable for the consequences of a change in legislation or any other change in applicable regulations published after the consultation has been sent to the customer.

The contractual, extra-contractual or other liability of Yours Advisory SRL is to the amount covered by the professional liability insurance taken out by Yours Advisory, including any deductible that Yours Advisory SRL may bear under such insurance.

If, for any reason whatsoever, the liability insurer fails to pay, in any event, the liability of Yours Advisory SRL is limited to the fees for the assignment with a maximum amount of 50,000 euros.

7. INTERNAL RULES OF CONDUCT

The financial planning business is conducted by Yours Advisory SRL in an independent, honest, fair and professional manner, the objective of which is to serve the best interests of customers.

All information, including advertising, that Yours Advisory SRL sends to its customers or potential customers is correct, clear and not misleading. Advertising information is clearly identifiable as such. Yours Advisory SRL will not disclose or communicate to third parties any confidential information about its customers or potential customers.

Yours Advisory SRL is committed to acquiring and maintaining the knowledge and skills necessary to provide financial planning advice in the light of changing legislation. In providing financial planning advice, Yours Advisory SRL complies with provisions relating to market practices and consumer protection.

Before providing financial planning advice, the general terms and conditions are communicated to customers or potential customers in a durable medium (on paper and by email, or available for consultation at any time on the website), prior to the signing of the framework agreement.

A written agreement, the framework agreement and its appendices, must be concluded with each customer before financial planning advice can be provided.

More specifically, with regard to the provision of financial planning consultations, all the information required on the customer's personal situation, including in particular information on his financial, family and professional situation, as well as his financial planning objectives and needs, must be gathered in writing so as to be able to provide him with an appropriate consultation. This information must be gathered prior to providing the financial planning consultation.

Information on the client's financial situation includes information on the nature and extent of their regular income, their assets, including cash, investments and property, and their regular or planned financial commitments.

The financial planner is entitled to rely on information provided by clients unless he knows or ought to know that such information is manifestly out of date, inaccurate or incomplete.

Information on the customer's personal situation must be kept up to date by Yours Advisory SRL and, where applicable, by the Customer throughout the duration of the contractual relationship for the provision of financial planning advice.

Unless expressly requested by the customer, financial planning advice must be based on a multidisciplinary analysis of the customer's assets covering the following aspects: civil law; tax law and taxation; social security and guarantee of livelihood; economic and financial context. Furthermore, if the customer does not wish the financial planning consultation to cover the optimisation of all of his assets, but only part of them, this must be expressly stipulated, specifying which part(s) of the assets will be taken into account.

La consultation doit être personnalisée et adéquate, en tenant compte des informations recueillies sur la situation personnelle du client, notamment familiale, professionnelle et financière, de ses objectifs et de ses besoins en matière de planification financière. Les risques liés aux stratégies de planification financière proposées au client doivent être proportionnés à la situation personnelle du client et à ses objectifs et besoins.

The consultation must be personalised and appropriate, taking into account the information gathered on the customer's personal situation, in particular family, professional and financial, as well as their objectives and needs in terms of financial planning. The risks associated with the financial planning strategies proposed to the client must be proportionate to the client's personal situation, objectives and needs.

The Company's financial planning advice will be set out in a clear and comprehensive written report, which will be provided to the client's exclusive benefit as soon as possible. This report may take the form of a letter, a presentation or any other form that the planner deems appropriate to justify the adequacy of the consultation provided with regard to the client's personal situation and taking into account the multidisciplinary analysis.

When providing financial planning advice, the following precautions should be taken:

- - where emphasis is placed on the potential benefits of a wealth planning strategy, the corresponding potential risks must also be correctly and prominently indicated;
- - the risks inherent in the planning strategies presented must be clearly indicated, including any increase in these risks as a result of the interaction between different strategies;
- - all the necessary explanations must be provided to the customer on the potential consequences of the risks referred to in the previous point;
- - all financial commitments and other obligations that the customer may have to assume in connection with specific strategies must be clearly indicated;
- - if guarantees or protections are linked to certain planning strategies, their scope and the conditions of their implementation must be explained clearly and in detail;

- - all the information provided must be formulated in language that is understandable given the personal circumstances of the client to whom it is addressed;
 - - no important element or warning may be disguised, minimised or concealed;
- the tax impact of wealth planning strategies with regard to the client's personal situation must be specified;
- if different planning strategies are possible, a comparison of their advantages and disadvantages must be provided to the customer;
- if simulations are provided to the customer, the parameters of the simulation must be explained to the customer and the customer's attention must be specifically drawn to the fact that these are simulations only;
- the name of FSMA may not be used in such a way as to indicate or imply that FSMA approves or endorses the advice provided.

8. CONFLICTS OF INTEREST

Yours Advisory SRL must take all reasonable measures to prevent conflicts of interest between itself or persons controlling it, its directors or employees, on the one hand, and its clients, on the other hand, or between its clients themselves. And if a conflict cannot be avoided, Yours Advisory SRL must take all reasonable steps to identify and manage that conflict in order to avoid damaging the interests of clients.

If the measures taken to manage a conflict of interest are not sufficient to guarantee with reasonable certainty that the risk of harm to the client's interests will be avoided, the client will be informed, before any advice is provided, in a clear and durable manner, of the general nature and/or source of the conflict of interest. The information provided must be sufficiently detailed, having regard to the customer's personal situation, to enable the customer to make an informed decision as to whether or not to continue to use the services offered. If the customer decides to terminate the financial planning agreement for this reason, no compensation will be payable.

9. CONFLICT OF INTEREST PROCEDURES

With a view to detecting conflicts of interest that may arise with clients or between clients, and that may be detrimental to the interests of clients, Yours Advisory SRL has taken into account, as minimum criteria, the possibility that it or its directors may find themselves in one of the following situations:

- Yours Advisory SRL is likely to make a financial gain or avoid a financial loss at the expense of a client;
- Yours Advisory SRL has an interest in the outcome of a transaction presented to a client that is different from the interest of that client;
- Yours Advisory SRL has an incentive, for financial or other reasons, to favour the interests of another client or group of clients over those of the client concerned;
- Yours Advisory SRL is a professional competitor of the client.

Yours Advisory SRL takes various measures to ensure that the client's interests prevail. These include

- drawing up internal rules of conduct (point 7.) ;
- fixed remuneration for financial planners, independent of the number of cases handled;
- a policy that reserves the right, in the absence of a concrete solution to a specific conflict of interest, to refuse the requested service with the sole aim of protecting the client's interests.

If necessary, the Conflicts of Interest Policy, including its register, will be adapted and/or updated.

10. DECLARATION

Yours Advisory SRL declares that it acts as an independent party in relation to issuers and regulated companies and that it is prohibited from:

- receiving fees, commissions and other financial benefits directly or indirectly from regulated companies or issuers ;
- receive and hold funds in cash or on account or financial products belonging to their clients or be in debt to their clients;
- providing its clients with investment advice as referred to in Article 2, 9°, of the Law of 25 October 2016 on access to investment services activities and on the status and supervision of portfolio management and investment advice companies, and more broadly on the prohibition on providing any advice on transactions involving individual financial products ;
- hold mandates or powers of attorney over its clients' accounts, with the exception of accounts held by members of its family and by commercial companies of which it is the effective manager. Yours Advisory SRL may nevertheless obtain rights of consultation and information on clients' accounts without this being considered as a mandate.
- combine its status as an independent financial planner with that of a regulated company;
- offer investment instruments for sale or subscription, on their own behalf or on behalf of third parties;
- combine their status as an independent financial planner with that of a payment institution as referred to in the Law of 21 December 2009 on the status of payment institutions and electronic money institutions, access to the activity of payment service provider, the activity of issuing electronic money and access to payment systems;
- carrying on, on their own account or on behalf of third parties, the activity of trading in gold and precious metals or the activity of trading in foreign currencies (referred to in Articles 102 and 103 of the Law of 25 October 2016 on access to the activity of providing investment services and on the status and supervision of portfolio management and investment advisory companies);
- combine their status as an independent financial planner with a status as an estate agent as referred to in Article 2, 4°, of the Law of 11 February 2013 organising the estate agent profession.

11. RIGHTS AND OBLIGATIONS OF YOURS ADVISORY SRL

Yours Advisory SRL carries out the tasks entrusted to it with the necessary care and in complete independence, by virtue of an obligation of means.

It shall ensure that the services provided comply with the legal provisions applicable to independent financial planners.

Yours Advisory SRL will base its financial planning advice entirely and exclusively on the information provided by the client, as well as on the legislation in force at the time the advice is given. Neither the client nor Yours Advisory SRL undertakes to ensure that this information corresponds to the client's current (financial) situation.

Under no circumstances can Yours Advisory SRL be held liable for the consequences of any subsequent changes - with retroactive effect where applicable - to legal and regulatory

provisions. Nor can it be held responsible for the consequences of any shortcomings, errors or breaches that may have been committed prior to its intervention.

All figures given in a planning consultation are based on forecasts, estimates or simulations. They cannot be interpreted in absolute terms, but serve only as an indication.

Furthermore, they relate mainly to future values which may be subject to changes in the relevant legislation.

The performance of the engagement is not - unless otherwise agreed - specifically intended to detect possible fraud.

Unless otherwise stipulated, Yours Advisory SRL is not obliged to verify the accuracy and completeness of the information provided by the client or its agents, or the reliability of deeds, contracts, inventories, invoices and supporting documents of any kind entrusted to it or submitted by the client as documents with evidential value or to be used as such.

Yours Advisory SRL may be assisted by external advisors of its choice and may have all or part of the tasks resulting from the agreement carried out by one or more designated persons or experts. These advisors are selected with the utmost care.

In accordance with Article 14 of the Act of 25 April 2014 on the status and supervision of independent financial planners and the provision of financial planning advice by regulated companies, Yours Advisory SRL has had its professional liability as an independent financial planner insured.

Yours Advisory SRL will establish a file for each client, including a copy of the framework agreement, its appendices and the written report, as well as any other documentary evidence. This file will be kept for at least five (5) years after the end of the contractual relationship.

12. THE CUSTOMER'S RIGHTS AND OBLIGATIONS

The client undertakes:

- to provide Yours Advisory SRL in good time with all documents, data and information necessary for the performance of the assignment;
- spontaneously notify Yours Advisory SRL of any data, event, change or development that could have an influence on the performance of the assignment;
- at the request of Yours Advisory, to communicate any change relating to its personal situation, as well as its objectives and needs;
- at the request of Yours Advisory, to confirm in writing that the documents, information and explanations provided are correct and complete;
- to check whether the advice provided by Yours Advisory SRL corresponds to its expectations and the information given, and if this is not the case, to inform it immediately.

13. PROTECTION OF PRIVACY / PROCESSING OF PERSONAL DATA

We refer to our privacy policy.

14. APPLICABLE LAW

The interpretation and performance of the contract are governed by Belgian law.

Any dispute of any nature whatsoever shall fall within the jurisdiction of the courts of Brussels-Capital.