

## **Schedule B**

### **Country Schedule – Belgium**

#### **1. About this Country Schedule**

This Country Schedule is applicable where the Agreement is entered into in the country or territory set forth above. Capitalized terms used in this Country Schedule but not defined have the meanings given in the Agreement.

#### **2. Governing law and dispute resolution**

The Agreement and any dispute arising in connection with it, whether contractual or non-contractual, will be governed by the law of Belgium, excluding any other choice of law and without giving effect to conflict of law rules or provisions (whether Belgian, foreign or international). The competent courts of Brussels shall have exclusive jurisdiction in respect of all matters arising out of or in connection with the Agreement, including in case of appeal of guarantee, and plurality of defendants.

#### **3. Liability cap**

Vialto's total liability (including interest) for all claims relating to the Services or the Agreement is limited to three times fees payable under the relevant Agreement for the Services giving rise to the claim.

This limitation of liability will not apply if Vialto commits fault with fraudulent intent or intention to harm or if Vialto, by law, cannot exclude or limit its liability.

#### **4. Anti-Money Laundering**

In line with the principles embedded in the Belgian Anti Money Laundering Legislation, the Client will - upon simple request - provide Vialto with information and documentation about itself, its representatives and ultimate beneficial owners. The information thus obtained will be processed and retained in conformity with the provisions of the Anti-Money Laundering Act. If no satisfactory evidence of the Client's identity, its representatives and its ultimate beneficial owners is provided at the time of the signing of the Work Order or at least before the commencement of the Services, Vialto will not be able to proceed with the Services. This suspensive condition is to the exclusive benefit of Vialto.

#### **5. Services / Deliverables**

While performing Tax-related Services under the Agreement, Vialto shall be bound by the Royal Decree of 9 December 2019, art 54 of which obliges a signed agreement between Vialto and the Client that complies with the conditions set forth in this Article 54, prior to performing any services to the Client. The Agreement signed between Vialto and the Client shall contain all these required terms.