

GENERAL CONDITIONS

In order to avoid misunderstandings, assure open communication and transparency, and optimize client services, the following rules apply to the cooperation between client and his attorney.

1. Realisation and execution of the mandate

The attorney shall only carry out his mandate when his/her instructions have clearly been confirmed and explicitly accepted by him/her. In any case, the mandate will only be executed after full payment of the advance on fees and expenses, unless otherwise agreed, explicitly and in writing.

The attorney will observe his/her obligations of due care and communication proper to the profession of attorney and answer all questions of his/her client within a reasonable time limit.

2. Liability and insurance

The attorney is and will be covered by an insurance for professional liability as specified in his information sheet. The liability of the attorney is limited to the amount covered by his/her professional liability insurer.

3. Financial conditions

Each file that is created or opened gives rise to the payment of an advance in order to cover part of the expenses and fees. The amount of this advance is due and payable at the opening of the file and prior to any service. If more than one file is treated for the same client, the advance can be linked to one or more of these specific files or determined globally in relation to the extent of the files. The advance can also be adapted, increased as well as reduced, in function of the evolution of the mandates.

Unless otherwise agreed, the fees are calculated based on the basis of time that has been spent on the file and at an hourly rate which was agreed before the intervention or fixed at the first billing. The said rate is subject to annual indexation and may be revised by the attorney two months after a written notification; in addition, the fees may be increased, subject to negotiation, by a negotiable *success fee* in files concerning a claim, a litigation and/or a negotiation.

Internal costs (telephone, copies, typing, mail,...) will be billed separately. The cost of a bailiff and a court appointed legal expert will be paid directly by the client. Other external costs incurred by the attorney (court registry, substitution service of the local bar, travel expenses and accommodation, special shipments, technical adviser,...) will be billed at cost value.

Services and external costs will be invoiced, and a detail of services and expenses will be provided with the invoice. The invoice, of which the amount will be increased with the VAT, is payable upon receipt.

Each late payment of an invoice entitles the attorney to suspend the performance of his mandate until the invoice(s) has (have) been settled. Every unpaid invoice will automatically bear interest from the date of issuance at the legal interest rate applicable in the case of late payments in commercial transactions.

Upon completion of the file or set of files for which an advance has been paid, this advance will be allocated to the (partial) payment of the services and expenses, and where applicable, the unpaid invoices and the *success fee* as agreed upon; the balance of the advance, if any, will be reimbursed to the client.

4. Litigation

The relation between the attorney and his/her client is governed exclusively by Belgian law, not including conflict of laws provisions.

An invoice that has not been contested by a notification in writing within a short notice, containing a detailed explanation of the reasons for contesting, is considered to be accepted. In the case of an admissible contestation, and with the agreement of both parties, a mediation process can be initiated.

All disputes concerning fees and/or expenses shall be submitted exclusively to the courts of Brussels.