

Version applicable as from August 1, 2023

Preamble

Belexa Advocaten makes all possible efforts to render optimal services to its clients. A smooth interaction and cooperation between the lawyer and the client therefore is essential. The services performed by the lawyer indeed are highly customized, based on actual facts.

Clause 1. In General

Belexa Advocaten Ltd. (hereafter “Belexa”) is a limited liability company having its registered office at 8500 Kortrijk, President Kennedypark 26a, and is registered in the Crossroad Bank for Enterprises under number 0750.761.687. Belexa is an association in the sense of the Regulations of the Council of Flemish Bars of 8 November 2006 regarding the associations of lawyers and the single-member companies of lawyers.

All the lawyers of the Belexa law firm are lawyers in Belgium and are registered with the Council of West Flanders.

Clause 2. Scope of the General Terms and Conditions

The present General Terms and Conditions apply to all services rendered to the Clients by the lawyers and the other persons working with Belexa. The contractual relation exists between the Client and Belexa, even if the Client only has contact with one or more specific lawyers or other persons working with Belexa.

In the event of contradiction, the present General Terms and Conditions will prevail on any other General Terms and Conditions of the Client, unless explicitly agreed upon in writing by one of the business managers of Belexa. Arrangements that would deviate from one or more clauses of the present General Terms and Conditions will only replace the clause of which they deviate. The other clauses remain in full force.

Clause 3. Agreement

The lawyers working at Belexa perform their services in the name of and for account of Belexa, except when they have explicitly indicated for a specific file that they independently deal with it. Other persons working at Belexa always perform their services on the instructions of and appointed by a lawyer working at Belexa, for the account of Belexa, unless they have explicitly indicated for a specific file that they independently deal with it.

Belexa is the only contractual party of the Client for all services performed by its lawyers-partners, independent lawyers, trainee lawyers and appointed staff or third parties. When



a lawyer or another person of Belexa independently deals with a file, only that person in question is the contractual party of its Client.

The agreement between Belexa and the Client is realized at the moment that Belexa starts rendering its services.

Clause 4. Object of the Services

The services of Belexa can, amongst others, relate to advice, assistance in case of mediation, assistance in case of negotiations, assistance in lawsuits, assistance in case of expert appraisal examinations, and the mandate of mandatory. Parties will agree upon the precise object of the services of Belexa at the start of the activities and, if necessary, adjust and/or extend it in the course of the further execution thereof.

Belexa does not undertake an obligation to achieve a result, but a best efforts obligation.

Clause 5. Internal Distribution of Tasks

Barring explicit opposition on behalf of the Client, Belexa is free to internally distribute files or certain aspects thereof amongst its staff members-lawyers. The internal distribution will be based as much as possible on the preferential subjects of the lawyers and/or the wishes of the Client. If necessary, lawyers work in a team. The dominus litis always keeps the supervision over the file.

Clause 6. Information

The Client gives to Belexa, both at the start of the agreement and during the execution thereof, if the occasion arises at the request of Belexa, accurately all the information that is required for the optimal performance of its services. Belexa is not responsible for the damage that might result from incorrect or incomplete information given by the Client.

In the event the client, after having received a request from Belexa for this purpose, fails to provide the requested information within the stated period of to fulfill specific formalities, Belexa retains the right to suspend its action and to invoice the services already delivered.

Belexa informs the Client of the progress of its assignment and the course of the file.

Conducting legal proceedings entails costs, such as the judicial costs, in addition to the costs for the lawyer. In principle, the unsuccessful party (in civil matters) has to bear the (judicial) costs. Usually, these costs comprise the costs of the summonses, the roll rights and an indemnity of procedure, i.e. a fixed compensation in the costs and fees of the lawyer of the unsuccessful party. The amount of this indemnity of procedure is fixed according to specific rules and (periodically indexed) tariffs. For other procedures – criminal proceedings, administrative procedures, – specific, whether or not similar, rules apply.

Clause 7. Appeal to Third Parties

If the performance of the services requires that an appeal is made to a process server or a translator, the Client leaves the choice thereof to Belexa. This also applies to the execution of simple tasks (deposit of a procedural document, appear before the court on an (introductory) audience, ...) by a local lawyer.

If the performance of the services requires the intervention of another third party, such as foreign lawyers, notaries public, accountants, revisers or experts, the latter will be chosen in consultation with the Client.



Without prejudice to this consultation, Belexa, in the execution of its assignment, is always mandated as mandatory by the client to provide such service providers assignments on behalf of and at the expense of the client, in which case the service provider's invoice to whom an appeal is made in the client's name will be issued and that invoice must be paid by the client directly to the relevant service provider.

Clause 8. Remuneration and Fees

8.1. Belexa will periodically charge its activities, administrative costs and advanced costs (in principle, as the activities in a file progress) to the Client by means of a statement of fees and costs. The amount due mentioned on the statement of fees and costs is split up in the following headings: (1) fees, (2) administrative costs, (3) advanced costs (to third parties) and (4) commissions. The Client will receive a specification of the activities and the costs, at first request.

8.2. Unless agreed upon otherwise, the services performed are charged under the fees' heading on the basis of a fixed amount determined by Belexa, reckoning not only with the nature of the case, the degree of complexity of the case, the stake of the case and the urgency of the case, but also with the time spent on a particular file and the hourly rate of the lawyers rendering the services. A unit of time amounts to one tenth of an hour. Each unit of time that is commenced is noted down as a full unit of time. The tariff per unit of time amounts to one tenth of the hourly rate.

The basic hourly rates in force with Belexa are as follows:

- lawyer-partner: € 140 to € 200 excl. of VAT;
- independent lawyer: € 115 to € 160 excl. of VAT;
- trainee lawyer: € 80 to € 140 excl. of VAT;

Belexa determines the basic hourly rate according to the nature of the case, the stake of the case, the degree of complexity of the case, the experience of the lawyer treating the case, the experience of the lawyer treating the case in the relevant legal subject matter and the urgent character of the assignment. The basic hourly rates are indexed on an annual basis and can also always be adjusted on an individual basis per attorney. The client can always request all the current basic hourly rates from Belexa.

If the case has a positive outcome, Belexa has the right to charge a success fee. This fee can, at the discretion of Belexa and barring specific arrangements on that subject, consist of:

- the multiplication by a coefficient (minimum 1.1 and maximum 2) of the fees charged or to be charged for the performed services; or
- the additional charge of a percentage by way of fee (which – unless agreed upon otherwise – will amount to maximally 20 percent) of the recuperated or saved amounts or of the stake of the case; or
- the additional charge of an amount that corresponds with the attributed indemnification and/or the attributed indemnity of procedure.

Practice and invoicing have shown that the hourly rate with Belexa for most of the files varies from € 125 to € 160, exclusive of VAT.

Without prejudice to charging fees, the administrative costs and office costs, such as the costs for opening the file or subfiles, the typing costs, the printing and copy costs, the



sending costs, the telephone costs, the transport costs, the parking charges, ... are charged under the heading of « administrative costs ».

Belexa and the client can mutually - e.g. for debt collections, undisputed cases and simpler cases - agree upon other formulas for the calculation of the fees and the administrative costs. Such formulas amongst other things can comprise:

- the charging of a fixed sum per case and per case per instance
- the charging of only interests, the indemnification and/or the indemnity of procedure per case (irrespective of the fact whether these sums can actually be recuperated by the client).

The costs that Belexa paid in advance to third parties, such as registries, mortgage offices, national security register, diplad, digital platform for attorneys (DPA), official and unofficial databases, third party lawyers, process servers, notaries public, translators, accountants, revisers, experts and (home and foreign) instances, are separately charged under the costs' heading on the basis of the actual costs (increased by the VAT, if applicable).

8.3. Belexa has the right to ask the Client before the start of the activities and in the course of the activities for a provision by means of a state of provision and to only start respectively continue its activities or to advance costs upon payment of the provision. In the present Terms and Conditions, a statement of costs and fees also includes the notion of statement of provision.

A provision is a fixed sum that the Client pays to Belexa prior to an intermediate statement or final statement. That provision can relate to the services rendered or the costs advanced, or can be an advance payment for services to render or costs to make, or a combination of both. In the intermediate statement or final statement, the provisions are deduced from the overall sum.

8.4. The registration of a statement of fees and costs in the books of Belexa will serve as proof of dispatch of it and of receipt by the addressee.

8.5. If the Client does not agree with a statement of fees and costs, he shall protest it in writing and by means of a motivated letter within fourteen days upon date of the statement on penalty of forfeiture of the right.

8.6. Unless agreed upon otherwise, all statements of fees are payable in cash at the registered office of Belexa, without any discount.

In case the statement of fees and costs is not paid on the due date of the statement, Belexa, without having to give written notice to the Client in advance, has the right (a) to charge delay interests at an interest rate equal to the reference interest rate increased by eight percentage points referred to in Article 5, second paragraph, of the Law of 2 August 2002 on combating late payment in commercial transactions from the date of the statement until the date of payment in full and (b) to charge a lump-sum compensation, which for consumers falling within the scope of Article XIX. 4 WER is equal to the maximum amounts specified in that article of the law and which for all other clients is equal to 10% of the sum that has remained unpaid, without prejudice to its right to the judicial costs (inclusive of the applicable indemnity of procedure), in case a judicial collection should follow.



In addition, if the occasion arises, Belexa has the right to suspend the execution of its activities in all the files of the Client concerned until the moment that all statements are paid in full, or to immediately end the overall cooperation with the Client.

Belexa is not liable for damage that might result from the suspension of its activities or the termination of its agreement with the Client.

8.7. In case Belexa defends the interests of several Clients, all these Clients are jointly and severally liable for payment of the statements of fees and costs that relate to that case (if the occasion arises, increased by the accessories mentioned in §6 and all the costs of collection), and this regardless of the fact to which of the Clients Belexa has addressed its statements of fees and costs.

8.8. The economically active client provides Belexa with a pledge on all current and future tangible and intangible movable property belonging to its business, including the claims, regardless of the nature of the current or future activities, regardless of the place where these activities are carried out now or in the future, and regardless, in the case of tangible property, whether these are located with the pledgor or with third parties. This pledge guarantees the repayment to Belexa, under whatever title, of all amounts due as a result of the provision of services to the client. The pledge is of indefinite duration, and can only be terminated by registered letter with acknowledgement of receipt and with due observance of a notice period of six months. The notice of termination shall only have effect for the future and shall mean that the pledge hereby established shall only serve as security for guaranteed claims that exist at the expiry of the notice period, even if they become due and payable later. Belexa is authorised to notify the pledge to the debtor of the pledged claim. Upon registration of the pledge in the pledge register, Belexa has the right to charge the cost price of the registration as well as a fixed administration fee of 40,- EUR to the client. In the event of default by the client, the pledgee is entitled to cash in the pledge; he freely chooses the method of realisation.

Clause 9. Clients' Funds and Trust Accounts

9.1. Belexa will transfer all the sums it receives to the benefit of its Clients as soon as possible to the Client. In case Belexa should not be able to immediately pass on a sum, it will inform the Client of the receipt of the sum and of the reason why the sum is not passed on immediately.

9.2. Belexa is allowed to withdraw from the sums it receives to the benefit of its Clients those amounts that cover the sums the Client owes to the law firm, and it informs the Client hereof.

9.3. Belexa will immediately pass on all the sums it receives from the Client for the benefit of third parties to those third parties.

Clause 10. Complaints

In case you should have a complaint regarding our law firm or in case you should not be satisfied with the way in which your case is dealt with, we strongly advise you to first discuss it with the lawyer who treats your case.

In case this consultation would not lead to a satisfactory solution for the Client, the latter can contact Frédéric Busschaert (frederic.busschaert@belexa.be), Benoit Beele



(benoit.beele@belexa.be), Mathieu Malfait (mathieu.malfait@belexa.be) or An Deprez (an.deprez@belexa.be) who will examine the complaint and, if possible, mediate in order to come to a solution.

Clause 11. Liability

11.1. All lawyers of Belexa and Belexa itself have, through the Council of West Flanders, a professional liability insurance with nv Amlin Europe. The professional liability of Belexa and the lawyers working with Belexa as independent lawyers is limited to the insured amount of € 1,250,000.00 per claim.

11.2. The Client accepts the aforementioned insurance of Belexa and its lawyers as sufficient and accepts that the compensation of the damage he suffers as a consequence of a professional error (even grave) of Belexa and/or its lawyers and/or appointees is limited to the amount for which Belexa and its attorneys are effectively covered and insured under aforementioned policy.

11.3. If the professional liability insurer does not cover the damage, the global liability of Belexa Advocaten, its attorneys and appointees, contractual as well as non-contractual, will be limited in principal, costs and interests to the amount excluding VAT that was charges in the file in which the liability is retained, and upon lack of such a file, up to a maximum of 8,500.00 per claim. If however, the lack of coverage is the result of an error on the part of Belexa or its attorneys or appointees, their global liability will be limited to 23,000.00.

11.4. Belexa and its lawyers can in no event be held liable for indirect damage, consequential damage, loss of use or loss of profits suffered by the Clients or by third parties.

11.5. Without prejudice to the foregoing, Belexa and its lawyers are not liable for shortcomings, if any, of third parties that are implicated in the execution of their services, if their assignment was provide on behalf of and at the expense of the client. In such an event, Belexa can therefore also not be jointly and severally or indivisibly liable with such a third party for payment of whatever compensation to the client.

11.6. Notwithstanding the fact that Belexa makes reasonable efforts to protect its emails and attachments against viruses and other defects that can affect computers and IT-systems, it remains the responsibility of the Client to take the necessary measures in order to protect the computers and the IT-system of the Client against such viruses or defects. Belexa does not accept any liability for any loss or damage whatsoever that is the consequence of the reception or the use of electronic communication coming from Belexa.

Clause 12. Intellectual Property Rights

The Client cannot reproduce, divulge or in any way whatsoever use the advices, notes, contracts, procedural documents, documents and all other intellectual activities made by Belexa regardless of their form, without the prior written approval, neither by itself or with the help of others, other than in the scope of the assignment attributed to Belexa.



Clause 13. Termination of the Contract

13.1. Both the Client and Belexa at all times have the right to terminate the contract with immediate effect and without motivation.

If the occasion arises, the Client is obliged to pay all services and costs until the date of termination of the contract. Belexa draws up a final statement of fees and costs and transmits it to the Client.

In as far as authorized by law and by the deontological code, Belexa can appeal to its retention right before handing over its file to the Client.

13.2. Belexa is not liable for damage that might result from the termination of its contract with the Client.

Clause 14. Archiving

Upon closure of all files, Belexa archives the file and keeps it for a period of five years. Original documents can be returned to the Client and shall, if the occasion arises, be archived by the latter. After the aforementioned period of five years, Belexa is entitled to destroy the file.

Clause 15. Modifications

Belexa reserves the right to modify the present Terms and Conditions at all times.

Clause 16. Legal information

The lawyers working at Belexa exercise the profession of lawyer in their capacity of independent attorney. They are bound by a non-solicitation clause, so that an assignment entrusted to Belexa cannot be carried out or continued by a lawyer under their own management or outside the cooperation with Belexa, subject to exceptions agreed with the lawyer, on pain of third party liability on the part of the client.

Clause 17. Applicable Law and Competent Judge

17.1. All contracts between Belexa and the Client are governed by Belgian law only.

17.2. All the lawyers of Belexa are subject to (a) the regulations of the Council of Flemish Bars and the regulations still in force of the former National Council of Attorneys at law that can be consulted on www.advocaat.be and (b) the regulations of the Council of West Flanders.

17.3. In case of disputes, parties preferably will search for an amicable settlement.

17.4. For disputes on the subject of fees, there exists an extrajudicial dispute regulation through the Council of West Flanders.

For disciplinary cases, the President of the Council of West Flanders is competent: President of the Council of West Flanders, Langestraat 120, 8000 Brugge.

17.5. The courts of Kortrijk have sole competence to take cognizance of any dispute arising between Belexa and its Client.

