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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

These general terms and conditions apply to all services provided by Belexa.

In the event of any inconsistency, these general terms and conditions shall prevail over any conflicting terms and conditions of the client, unless otherwise agreed in writing by one of the directors of Belexa. Any arrangements deviating from one or more provisions of these general terms and conditions shall replace only the provision(s) from which they deviate. All other provisions shall remain fully applicable.

Clause 3. Agreement

The lawyers, trainee lawyers, staff members and representatives working at Belexa provide their services in the name and on behalf of Belexa, unless, for a specific matter, it is expressly and in advance notified in writing that the matter will be handled in the individual's own name and for the individual's own account, and outside the cooperation framework of Belexa. In that case, only that individual is the client's contracting party.

The lawyers affiliated with Belexa practise as self-employed professionals and are bound by a non-solicitation clause. This means that an engagement entrusted to Belexa or to a specific lawyer may not be carried out or continued, for a lawyer's own account and/or outside the cooperation framework of Belexa, by another lawyer, unless a prior, express



and written derogation has been agreed. In the event of non-compliance, the client may be regarded as a third party accessory to a breach of contract.

The agreement between Belexa and the client is formed at the moment Belexa commences the provision of 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. Fees

8.1. General principles

Belexa invoices its services periodically (in principle as work on a matter progresses) by means of an invoice for fees and expenses.

Unless the invoice constitutes the final settlement of the matter, the fees and expenses charged are assessed on a provisional basis, pending the overall final settlement.

The overall final settlement is drawn up in accordance with the modalities set out in this Article.

In all cases, disbursements paid in advance to third parties are always charged separately. Upon the client's first request, Belexa will provide a specification of the work performed and the amounts charged.

8.2. Calculation of the fees

Fees are charged on the basis of time effectively spent. When determining the amounts to be charged, account is taken, inter alia, of:

- the nature, complexity and stakes of the matter;
- the urgency of the assignment;
- the experience, seniority and specialisation of the lawyer concerned;
- the scope and duration of the services rendered.

Time is recorded in units of one tenth of an hour. Any commenced unit of time is charged as a full unit.

The hourly rates applied by Belexa vary, depending on the category of the lawyer concerned, within the following ranges (excluding VAT):

- partner lawyer: EUR 180 to EUR 250
- associate lawyer: EUR 150 to EUR 210
- trainee lawyer: EUR 110 to EUR 180

These hourly rates include all services and internal costs inherent in the handling of the matter.

Time spent on the matter by secretarial and support staff is also recorded and charged. Such time is charged at the average hourly rate applied in the relevant matter, as resulting from the combination of the lawyers working on the matter and their respective hourly rates.

The rates may be indexed annually and adjusted on an individual basis per lawyer. The client may request the updated rates at any time by simple request. For information purposes, it is clarified that the average base hourly rate applied by Belexa in calendar year 2025 was EUR 185.00 per hour excluding VAT. This statement is purely



indicative, creates no rights for the client and does not affect the applicable rate ranges, any individual fee arrangements or any subsequent adjustments.

8.3. Success fee

In the event of a favourable outcome of the matter, Belexa reserves the right, unless otherwise agreed, to charge a success fee. At Belexa's option, this may consist of:

- a multiplication of the fees charged or to be charged by a coefficient between 1.1 and 2; or
- an additional fee consisting of a percentage (maximum 20%, unless otherwise agreed) of the amounts recovered or saved, or of the value at stake in the matter; or
- an amount corresponding to the penalty clause awarded and/or the procedural indemnity awarded.

8.4. Alternative fee arrangements

For certain matters (such as debt collection files, uncontested or simpler cases), Belexa and the client may agree on alternative fee arrangements, including, inter alia:

- a fixed fee per case or per instance;
- the charging of interest, a penalty clause and/or a procedural indemnity only, irrespective of actual recovery.

8.5. Disbursements advanced to third parties

Costs advanced by Belexa to third parties, such as, inter alia, courts, legal certainty offices, registration offices, the National Pledge Register, Diplad, the Digital Platform for Attorneys (DPA), third-party lawyers, bailiffs, notaries, translators, accountants, statutory auditors, experts, are charged separately on the basis of the costs actually incurred, plus VAT where applicable.

8.6. Advances (provisions)

Belexa reserves the right to request an advance, before the start and/or in the course of its work, and to make the performance of its services or the advancing of costs conditional upon payment of such advance.

An advance is a fixed amount that may relate to services already rendered, disbursements advanced, future services, future costs, or a combination thereof. Paid advances are deducted in the interim or final invoice for fees and expenses.

For the purposes of these terms and conditions, an "invoice for fees and expenses" also includes an invoice for advances.

8.7. Evidence, payment and disputes

The entry of an invoice for fees and expenses in Belexa's accounts constitutes proof of its dispatch and receipt.

Any dispute must, on pain of forfeiture, be made in writing and with reasons within fourteen days after dispatch of the invoice for fees and expenses. Unless otherwise agreed, all invoices are payable in cash at Belexa's registered office, without discount.



If an invoice for fees and expenses is not paid by its due date, Belexa shall have, without having to serve prior formal notice by registered letter:

- a) the right to charge late-payment interest at the reference interest rate increased by eight percentage points as referred to in Article 5, second paragraph, of the Act of 2 August 2002 on combating late payment in commercial transactions, from the date of the invoice until full payment; and
- b) the right to charge a fixed compensation which, for consumers falling within the scope of Article XIX.4 of the Code of Economic Law, equals the maximum amounts mentioned in that provision, and which, for all other clients, equals 10% of the amount paid late, without prejudice to Belexa's right to recover legal costs (including the applicable procedural indemnity) should judicial recovery be required; and
- c) the right to suspend its work or terminate the cooperation with immediate effect, without liability for any resulting damage.

8.8. Joint and several liability and securities

8.8.1. If Belexa acts for the interests of several clients in a matter, those clients are jointly and severally liable for payment of the invoices for fees and expenses relating to that matter (as the case may be increased by the accessories referred to above and all recovery costs), irrespective of the client to whom Belexa addressed its invoices for fees and expenses.

8.8.2. Where a client requests Belexa to issue an invoice for fees and expenses in the name of a third party, or where a third party is designated by the client as the payer of the services rendered and/or disbursements advanced by Belexa, the client remains, together with such third party, jointly and severally liable for full payment of all fees, expenses and accessories charged by Belexa, including any late-payment interest and recovery costs. The designation of a third party for invoicing or payment purposes does not constitute a novation, an assignment of debt or a release of the client, and does not prejudice Belexa's right to claim full payment from the client and/or the designated third party, at its sole discretion.

8.8.3. The client who is economically active grants, in favour of Belexa, a pledge over all present and future tangible and intangible movable assets belonging to its business, including receivables, regardless of the nature of its current or future activities, regardless of the place where such activities are currently carried out or will be carried out in the future, and regardless, as regards tangible assets, of whether they are located with the pledgor or with third parties. This pledge secures repayment to Belexa, under any title whatsoever, of all amounts owed as a result of the provision of services to the client. The pledge is granted for an indefinite term and may only be terminated by registered letter with acknowledgement of receipt, subject to a notice period of six months. The termination shall have effect only for the future and shall result in the pledge hereby created serving solely as security for secured receivables existing at the expiry of the notice period, even if they become due only thereafter. Belexa is entitled to notify the pledge to the debtors of the pledged receivables. Upon registration of the pledge in the pledge register, Belexa is entitled to charge the client the cost of registration as well as a fixed administrative fee of EUR 40. In the event of the client's default, the pledgee is entitled to enforce the pledge and is free to choose 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 Benoit Beele (benoit.beele@belexa.be), Mathieu Malfait (mathieu.malfait@belexa.be), An Deprez (an.deprez@belexa.be) or Mathieu Albers (mathieu.albers@belexa.be) who will examine the complaint and, if possible, mediate in order to come to a solution.

Clause 11. Liability

11.1. Belexa, the lawyers practising at Belexa, as well as their representatives, are insured for professional liability through the West Flanders Bar Association with Amlin Insurance (policy LXX034899).

The professional civil liability coverage amounts to a maximum of EUR 2,500,000.00 per claim and applies to the consequences of acts committed worldwide, for activities carried out from our office.

In the event of (alleged) liability of Belexa, its lawyers or its representatives, the client undertakes to seek recourse in the first instance and by preference against the professional liability insurer.

11.2. The client expressly and irrevocably accepts that the recoverable damage which he or she may suffer as a result of a fault of Belexa, its lawyers or appointees — including gross fault or gross negligence — shall in all circumstances be limited to the amount and within the limits for which coverage is effectively granted by the professional liability insurer.

11.3. If and to the extent that the professional liability insurer does not grant coverage for any reason whatsoever, the global liability of Belexa, its lawyers and appointees shall, without prejudice to the provisions of Article 11.4, irrespective of the legal basis (contractual, tortious or quasi-delictual), irrespective of concurrence, and even in the event of gross fault or gross negligence, be limited to the amount exclusive of VAT that has been or would have been charged by Belexa in the matter in which liability is established.



11.4. Without prejudice to all preceding provisions, Belexa shall under no circumstances, whether directly, by way of recourse, or through any other legal mechanism, be liable to pay damages exceeding EUR 25,000.00 per claim, inclusive of principal, costs and interest.

Belexa, its lawyers and appointees shall under no circumstances be liable for indirect damages, consequential damages, moral damage, loss of use, loss of a chance, loss of profit, reputational damage, or damage suffered 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. Applicable Law and Competent Judge

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

16.2. 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.

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

16.4. 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.

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

