

## GENERAL TERMS AND CONDITIONS

**1.** Hoebeek Advocaten VOF (“Hoebeek Advocaten”) is a professional partnership that has assumed the legal form of a general partnership. It has its registered office in 1853 Strombeek-Bever, Lakensestraat 41 bus 6, and aims to practise the profession of lawyer. Hoebeek Advocaten is listed in the Crossroads Bank for Enterprises under file number 0842.872.689 – VAT 0644.845.409. The lawyers of Hoebeek Advocaten have their head office in 1853 Strombeek-Bever, Lakensestraat 41 bus 6 and are mentioned in the official letterheads of Hoebeek Advocaten. They are registered with the Netherlands Bar Association in Brussels. They are subject to the regulations of the Flemish Bar Council and those of the National Bar Council, which can be consulted on [www.advocaat.be](http://www.advocaat.be)

**2.** These general terms and conditions are applicable to every performance delivered for a client by a lawyer of Hoebeek Advocaten, even if a client issues his instruction with a view to it being performed by one or more other persons. Only Hoebeek Advocaten lawyer who acts as the dominus litis has or will have any obligation towards the client or any other person with regard to the performances delivered by other lawyers and members of staff. The dominus litis, i.e. the master of the suit, is the Hoebeek Advocaten lawyer to whom the client entrusts his case in the former’s capacity of the master of the suit and which this lawyer agrees with. The client accepts the fact that he will not bring any claim against any person other than the dominus litis with regard to these performances. These general terms and conditions are also applicable to all persons involved in the performance of the instruction and/or who are or may in any form be liable in connection with that, including former lawyers and/or members of staff.

**3.** The general terms and conditions will, and only to such an extent, not be applicable if they are deviated from in writing by the dominus litis and the client. In that case, the provisions not explicitly deviated from will continue to apply in full. These general terms and conditions have legal force in the relationship between the dominus litis and the client and they are deemed to have been accepted by the client if he has not objected to them within a reasonable term of being made aware of them. Among other things, the acceptance of these general terms and conditions is explicitly derived from the payment of the fees due and/or by instructing the dominus litis for a reasonable period of time.

**4.** The liability of the dominus litis is limited to the amount that would in the applicable situation be covered and effectively paid out under the liability insurance he or she is covered by. This amount is €1,250,000. The client indemnifies the dominus litis against all third-party claims that are in any way connected or ensue from the instruction issued by the client and/or the work carried out for the client. The aforementioned indemnification will also include the

costs of the defence. The professional liability of the lawyers of Hoebeek Advocaten is initially insured with Amlin Europe NV, Koning Albert II-laan 9, 1210 Brussels.

**5.** Depending on the case, the dominus litis may engage third parties for the delivery of his performance on behalf and at the expense of the client and he will observe the necessary care in that respect. The dominus litis is not liable for any acts or omissions of such third parties. Furthermore, the dominus litis is authorised to accept any limitations of liability of third parties on behalf of the client and without the prior written consent of the client.

**6.** Money received by the dominus litis from his clients and which he is meant to keep for them will be transferred into a trust account at a Belgian credit institution to be selected by Hoebeek Advocaten. The lawyers of Hoebeek Advocaten do not accept any liability towards the client or any other person for bankruptcy or any other legal act or omission of the credit institution where the Hoebeek Advocaten lawyer holds or transfers money. This means the lawyers of Hoebeek Advocaten cannot be held liable to personally repay or transfer money which the credit institution in question is unable to repay or transfer.

**7.** Every advice issued by a lawyer of Hoebeek Advocaten merely serves for use by the client and is issued only within the framework of the case for which it is issued. The advice should not be used by third parties, nor can third parties invoke it. The client accepts that he cannot disclose the advice issued by a lawyer of Hoebeek Advocaten without the prior written consent of that lawyer (unless it needs to be disclosed to other professional advisers of the client but without any obligation or liability on the part of the lawyers of Hoebeek Advocaten towards them).

**8.** The performances are composed and are paid as set out below and are at all times subject to 21% VAT, with the exception of certain court costs;

**8.1.** On one hand, the costs relate to general costs for the running of the firm and on the other, specific costs to be allocated to a certain file for services requested by the client. Subject to other agreements, costs are, in general, budgeted as follows; Opening of the case; €50.00; Letters and procedural documents: €10.00 per page; E- mail: €5.00 per e-mail; Registered post: cost price; Copies: €0.50 per copy; Relocation: €0.60 per kilometre; Conclusion of the case: €50.00

**8.2.** Court costs are the costs the client must pay to third parties such as bailiffs, the court registry, translators, public organisations and technical experts. The client pays these experts

directly. If the lawyer advances these costs, they will be specified and detailed in the cost and fee statement.

**8.3.** Fees are billed at €120.00 per hour unless agreed or stipulated otherwise. The nature of the case may give cause to determine a fixed fee, a percentage (for collections, for instance) or a success fee. In that case, it will be determined in writing, in advance. A one-off no-obligation consultation is billed at €50.00 as long as it does not last more than 60 minutes.

**9.** Unless agreed otherwise or unless the dominus litis decides otherwise, the performance is made dependent on the prior payment of a commission for costs and fees. The dominus litis cannot be held liable for any performance as long as this commission is not paid in full. The delivered performances are billed on a regular basis, minus the commissions paid. The cost and fee statements must be paid within 14 days following the date on which they are sent. In the case of late payment, the client, after being declared in default, owes interest in accordance with the Payment Arrears Act to the extent it applies and he will also have to pay compensation at 10% of the principal sum due, subject to a minimum of €50.00. In the case of late payment, the dominus litis will also be entitled to suspend his performance. In that case, the dominus litis cannot be held liable for any adverse consequences ensuing from this suspension. All disputes must be announced in writing within 10 days of the date of the fee statement. Failing such a notification, the fee statement is considered to have been fully accepted.

**10.** If one or more provisions of these general terms and conditions are unenforceable or if they conflict with a provision of mandatory law, it will not affect the validity and enforceability of the other provisions of these general terms and conditions. In such cases, the unenforceable or conflicting provision is expected to be automatically replaced with a valid provision that reflects the object and purport of the original provision to the greatest possible extent. These general terms and conditions and the relationship between the lawyers of Hoebeek Advocaten and the client will be governed exclusively by Belgian law and, to the extent applicable, by and in accordance with the deontological rules of the competent deontological authorities. All disputes, if any, in connection with the relationship between the lawyers of Hoebeek Advocaten and the client and in connection with these general terms and conditions will be settled exclusively by the courts of the Brussels court district and, to the extent applicable, by the competent bodies of the deontological authorities.