

**GENERAL TERMS & CONDITIONS - FEES**

**1. BASIC RULES**

**a) Scope**

Save for a particular different agreement, the present general terms & conditions apply to any intervention of the lawyer/attorney; they are accepted by the client with the signature of the present document or, alternatively, on the payment date of the first retainer.

**b) Obligations of the parties and mission of the lawyer**

The lawyer/attorney commits to the defence and representation of the client with all the necessary diligence, thoroughness and professionalism, in accordance with the laws, regulations and recommendations governing the lawyer/attorney's profession; the lawyer/attorney has an obligation of means as defined by the Belgian Civil Code.

Taking into account the client's best interest, the lawyer/attorney is assisted by his partners, associates and trainees, who can replace him under his sole responsibility.

The client commits to collaborate with the lawyer/attorney namely by communicating in due time all documentation & information of any relevance to the case and/or the client's defence, by replying to the lawyer/attorney in the required time periods and by paying the lawyer/attorney's fees and expenses without any delay.

The lawyer/attorney begins the mission which he has been entrusted with after reception of the payment of the first retainer.

In case of failure or delay in payment despite two payment reminders sent to the client, the lawyer/attorney suspends his intervention; hereby, the client explicitly acknowledges and accepts this.

**2. ATTORNEY FEES & BILLING**

**a) Retainers, intermediary and final bills**

At the opening of the case file and, subsequently, each time that the lawyer/attorney deems this necessary, the lawyer/attorney sends to the client a request for the payment of a retainer in view of the tasks which are to be accomplished in the coming weeks (retainer bill).

Throughout the case, the lawyer/attorney sends statements regarding all the fees, costs and expenses for a certain period of time (intermediary bill).

At the temporary or final closing of the case file, the lawyer/attorney sends a statement summarizing all attorney fees, costs and expenses regarding the case, as

well as all payments received following the previous issuance of intermediary bills and of retainers (final bill).

**b) Hourly rate fee**

All services of the lawyer/attorney are billed at an hourly rate agreed upon with the client for the individual file; this hourly rate ranges from 120,- euros to 300,- euros VAT excl. depending on the lawyers' specialization, the amounts at stake, the complexity of the file and the financial capabilities of the client.

The billable services include the studying of the files, legal research, verbal or written consultations, phone calls, meetings, expert assessments, drawing up of notes, complaints, summons, briefs, memorandums and other legal documents or procedural acts, travel and attendance of court hearings, waiting times and pleadings, any usual actions, etc.

The hourly rate can be increased by 50% for all urgent services, i.e. services which have to be provided outside of the law firms' working hours as well as services which require immediate availability implying a reorganization of the lawyers' activities.

The agreed hourly rate could be modified at any moment by means of a simple written notification of the new hourly rate to the client; this new hourly rate will apply after 14 days following its notification.

**c) Success fee**

The client hereby explicitly accepts that the lawyer/attorney bills a success fee, on top of the hourly rate fee, at the end of the mission or of each procedural stage.

The success fee is a percentage of the sums obtained for the client (i.e. paid by opposing party or which opposing party has been sentenced to pay) and/or the losses avoided for the client (i.e. financial or financially computable claims of opposing party which opposing party waives or which are thrown out by the court) in terms of principal amount, interest, penalties and other accessories, with the exclusion of legal costs. This percentage is calculated as follows:

- Up to 50.000,- euro : 10%;
- From 50.000,01 euro to 200.000,- euro : 8%;
- From 200.000,01 euro to 1.200.000,- euro : 6%;
- Beyond 1.200.000,01 euro : 2%.

However, the success fee is cut by half if payment of opposing party has taken place outside of any negotiation and before the start of the proceedings, as well as for amounts which, after judgement, cannot be recovered as a result of the debtor's bankruptcy. If the client terminates the lawyer/attorney's mandate before the calculation of the success fee is possible, that fee will remain owed and will be calculated based on the result obtained by the client himself or his/her new counsel.

d) Possible intervention of a third payer

At the opening of the case file, the client informs the lawyer/attorney if the client can benefit from the intervention of a third payer (for instance: legal protection insurance company) for the legal fees, costs and expenses related to the client's defence.

In such case, the client notifies immediately the contact details of the third payer such as to enable the lawyer to check the coverage of his intervention by the third payer as well as the possible existence of an excess (own risk) or of a coverage limitation beyond which the legal fees, costs and expenses have to be paid by the client him- or herself.

In case of a coverage refusal from the third payer, the legal fees, costs and expenses will be paid in full by the client.

e) Compensation for lawyer's fees and expenses

Courts can sentence the losing party to pay a lump-sum compensation (procedural compensation) to the winning party for the lawyer's fees and expenses. This compensation is generally much lower than the actual lawyer's fees and expenses, which remain entirely owed by the client regardless.

In the event that the procedural compensation is lower or equal to the actual lawyer's fees and expenses, its amount - provided that it has actually been paid by opposing party - is kept by the lawyer/attorney up to the amount of his fees, costs and expenses which remain due by the client.

In the event that the procedural compensation is higher than the amount of the actual lawyer's fees and expenses, the difference is kept by the lawyer as success fee or additional success fee.

f) Payment conditions

With the exception of the first retainer - which is to be paid immediately, any retainer, intermediary or final bill is to be paid within 15 days following its date of issue to the benefit of the indicated account with the indicated communication.

The client hereby explicitly authorizes the lawyer/attorney to keep any amount in his possession (procedural compensation or any funds transferred by opposing or third parties on the escrow account or any other account belonging to the lawyer/attorney, etc.) in order to offset the amount of lawyer's fees, costs and expenses which remain due or unpaid by the client.

The lawyer/attorney's bills produce automatically from their due date interest at rate foreseen by the Belgian law from 2 august 2002 regarding the fight against late payments in commercial transactions.

An amount of 10,- euro as reminder costs is owed by the client if his/her debt hasn't been cleared eight days after

the sending of a first reminder to pay by the lawyer/law firm, as well as an additional amount of 15,- euros in case a formal notice to pay needs to be sent.

**3. COSTS & EXPENSES**

a) Costs

Save for a particular different agreement, the costs of the lawyer/attorney are billed at the following rates:

- Opening of the file 50,00 € once ;
- Typing costs 10,00 € per page ;
- Copy and printing costs 0,25 € per page;
- Travel costs 0,40 € per km ;
- Phone call charges (abroad) 0,25 € per minute ;
- Mail charges 10,00 € per letter.
- Registered mail charges 15,00 € per letter.

b) Expenses

The client commits to reimburse the lawyer, at the latter's first request, or to pay directly to the relevant third party any expenses such as bailiff fees, court fees, translation fees, technical counselor fees, fees for special sending, (re)search fees, etc.

**4. FINAL PROVISIONS**

a) Liability limitation

The liability of the lawyer is limited to the amount covered by the civil liability insurance policy subscribed by the Ordre français des avocats du Barreau de Bruxelles.

b) Choice of competent courts

Any dispute between the lawyer/attorney and the client will be of the exclusive competence of the courts of Brussels, which will apply exclusively Belgian law.

However, the client can, prior to a court procedure, subject any dispute regarding the lawyer/attorney fees to the conciliation or advice procedures as foreseen in the regulations of the Brussels Bar.

c) Solidarity of company managers (joint debtor)

The natural person signing the present document undertakes jointly and indivisibly with the client, in the quality of joint debtor, liability for the payment of any sums and amounts of money of any nature owed to the lawyer by the company and/or legal entity that the signatory declares to represent in quality of legally appointed manager.

Name of the client:

Registry number of the client company:

Name of the joint debtor:

**Signature of the client / joint debtor:**

Date : / /202