

GENERAL TERMS AND CONDITIONS

*This document is intended only as a non-binding translation.
Only the Dutch text of the general terms and conditions is binding.*

1.1. Unless agreed otherwise in writing, Soetaert Advocaten BV will only provide services to the client under the present general terms and conditions. The applicability of general terms and conditions to which documents originating from the client refer is hereby expressly excluded.

1.2. These general terms and conditions will be considered to have been accepted by the client if the client has not expressed any objection to them within a reasonable period after receiving them. Acceptance of these general terms and conditions may also be inferred from, among other things, the commencement of services by Soetaert Advocaten BV without the client expressing such objection.

2.1. Assignments from clients are considered to have been given and carried out exclusively by Soetaert Advocaten BV, even if it is intended that an assignment will be carried out by a person related to it in any way whatsoever.

2.2. The assignments are carried out exclusively for the benefit of the client. Third parties cannot derive any rights from the services carried out and from the results thereof.

3.1. Unless otherwise agreed in writing, the services shall be performed on an hourly basis at the usual hourly fees. In addition to the fees, general and specific costs are charged separately. General costs relate to the general operation of the firm and the administrative costs incurred for your file and are determined as a fixed percentage (5%) of the fees. Specific costs are the costs we have advanced for your file (such as bailiff fees, translation costs, expert fees, costs of foreign correspondents, costs paid to third parties, etc.).

3.2. Each month, a statement of fees and expenses is drawn up for the services performed and expenses incurred during the past month. For new clients or files, an advance invoice (commission statement) can be sent before we start our activities.

3.3. Unless otherwise agreed in writing, the fees and expenses and commissions shall be paid no later than 15 (fifteen) days after the date of the statement concerned. Any complaints about the statement of fees and expenses or commission statement, must be made in writing to Soetaert Advocaten BV within 15 (fifteen) days of the date of the statement concerned, failing which the client will be deemed to acknowledge the correctness and dueeness of the statement.

4.1. In case of non-payment within 15 (fifteen) days after the date of the statement of fees and expenses or the commission statement, the client will owe a default interest of 0.8% (zero point eight percent) per month and Soetaert Advocaten BV may, after simple notification to the client, suspend its activities until full payment has been made and without being liable for any damage that may arise as a result.

4.2. In case of registered notice of default or judicial recovery, the amount due with interest, shall be increased by a fixed additional compensation of 10% (ten percent) of the amount due, provided that this increase shall not be less than Eur 250 (two hundred and fifty Euros) and not more than Eur 5,000 (five thousand Euros).

5.1. Unless otherwise agreed in writing, the obligations of Soetaert Advocaten BV are purely obligations of means.

5.2. Claims relating to the services can be made only against Soetaert Advocaten BV. The (legal) persons who work for Soetaert Advocaten BV, are connected with Soetaert Advocaten BV in any way, and/or all persons who are involved in the services provided by or on behalf of Soetaert Advocaten BV (partners, lawyers, trainee lawyers, independent workers, employees), cannot be held liable in any way whatsoever. However, in so far as the law or any regulations allow that such persons can be held liable, they too can make use of these general terms and conditions.

5.3. If the carrying out of an assignment of a client entails the engagement, in consultation with the client, of a (legal) person who is not related to Soetaert Advocaten BV (such as external (foreign) lawyers, auditors, accountants, notaries, bailiffs, experts, consultants or service providers such as a postal services or courier company or a bank or financial institution, etc.), Soetaert Advocaten BV will not be liable for the activities, actions, omissions and/or possible errors or shortcomings of this (legal) person.

5.4. The liability of Soetaert Advocaten BV is limited to the amount paid out under the professional liability insurance of the Orde van Vlaamse Balies, including the own risk borne by Soetaert Advocaten BV in connection

with this insurance. Information about this professional liability insurance will be sent to the client on first request.

5.5. If, for whatever reason, no payment is made under the professional liability insurance mentioned under 5.4, the liability by or in connection with the execution of an assignment of a client or otherwise is limited to the fee charged by Soetaert Advocaten BV to the client in the year in which the damage occurred, excluding VAT, up to a maximum of EUR 10,000 (ten thousand euros).

5.6. Any claim for compensation expires if the claim is not brought before the competent court within one year after the facts on which the claim is based were known to the client or could reasonably have been known to the client.

6.1. By accepting these general terms and conditions, the client agrees that Soetaert Advocaten BV may use the name of the client for marketing purposes or in a context (such as practice descriptions) that can be considered as advertising by lawyers, subject to our obligation to respect professional secrecy and the other obligations under the deontological regulations of the Bar Association.

6.2. These general terms and conditions and the legal relationship between Soetaert Advocaten BV and its client are governed by Belgian law. Insofar as rules of conduct and professional practice of the Bar Association of Antwerp are applicable, these are part of these general terms and conditions. Any dispute between Soetaert Advocaten BV and the client must first be submitted to the President of the Bar Association of Antwerp. If no solution is reached in this way, the dispute can only be brought before the competent courts of the judicial district of Antwerp.

6.3. Soetaert Advocaten BV may include special terms in an assignment contract with the client, such as the method of remuneration for the execution of the assignment. Such special terms and conditions may deviate from these General Terms and Conditions if expressly stipulated in writing.

General Terms and Conditions of Soetaert Advocaten BV - 1 September 2021