

MODO Advocaten/Avocats
General Terms & Conditions Legal Services
Version 01/2017

1. MODO Advocaten/Avocats.

MODO Advocaten/Avocats ("MODO") is a cost association of law firms that offer their services independently ("advocatengroepering" in the sense of the Code of Fair Practice for lawyers ("Deontologische Codex voor advocaten").

If a client requests services from a lawyer active with MODO, an agreement is concluded between on the one hand the client and on the other hand the office member of MODO for which the concerned lawyer is acting:

- 1) D. Deneuter Advocatenkantoor BVBA (burgerlijke vennootschap), E. Bockstaellaan, 182, 1020 Brussel, company registration n° 884.861.417
- 2) R.R. Feltkamp BVBA (burgerlijke vennootschap), Chrysantenstraat, 17, 1020 Brussel, company registration n° 898.972.442 or
- 3) D. Walravens 1020 Brussels, Edmond Tollenaerestraat 56 – 75 bus 23, RPR (Brussel) 0666.569.845 (each a "relevant member").

All lawyers working at MODO are admitted to the Brussels bar.

2. Scope of application.

These general terms apply to all services provided for by any lawyer active with MODO. By requesting the services of a lawyer active with MODO, the client acknowledges the content of these terms and accepts that the service provision is governed by these general conditions. General terms of the client are not applicable unless in the event of prior, written and explicit acceptance by the relevant member. Each addition, amendment or deviation to or of these general terms shall only apply in the event of prior, written and explicit acceptance by the relevant member.

3. Performances – Best efforts obligation.

The lawyers active with MODO, when providing their services to the client, shall use their best efforts to perform within the term indicated by the client, in conformity with the lawful instructions of the client and with the necessary care that can reasonably be expected given the circumstances. They do not commit themselves to achieve a specific result. The client commits himself to provide, at his own initiative and throughout the whole term of the assignment, all relevant and required information, facts, circumstances or data necessary for the execution of the performances. In order to serve the client as good and efficiently as possible, an appeal can be made to another lawyer with whom MODO cooperates.

The client accepts that the relevant member, for the execution of his assignment, can appeal to other lawyers or that it can contract out certain tasks.

Performances are executed for the benefit of the client and no third party can derive any right from it.

4. Electronic communication back up

The client accepts that e-mails are sent in a non-encrypted format. Encryption is possible at client's written and timely request. Unless agreed otherwise, the costs of encryption shall be charged to the client. Electronic communication is dependent on the intervention of third parties and a relevant member is in no way responsible for any interruption, interference, blocking or corruption of the electronic communication or damage to the electric systems as a consequence of the electronic communication.

The client accepts that files and mail exchanges are stored electronically, possibly by appealing to backup services provided by third parties. MODO is not responsible for the backup services of third parties.

5. Liability.

The relevant member and the lawyers performing on its behalf shall not be liable for any indirect damage such as damage to reputation, loss of clientele, loss of time, loss of data or of commercial opportunities,

The relevant member and the lawyers performing on its behalf shall not be liable for damage to the client's electronic systems as a consequence of electronic communication nor for damage as a consequence of viruses or similar threatening systems.

Any liability (contractual, extra-contractual, in tort) of the relevant member and the lawyers performing on behalf of the relevant member, arising out of or in the context of the provided services shall in all cases permitted under law (including in the event of gross error) be subject to the following limitations:

- the relevant member and the lawyers performing on its behalf shall not be liable for passing terms due to the client, third parties or force majeure;
- the indemnification to be paid is in all cases limited to the amount of the insurance coverage by the insurance company for professional liability of the relevant member.

Liability claims shall be introduced within six (6) months after the date at which the damageable event has become known or should have become known to the client.

The lawyers active with MODO are each insured for professional liability with Amlin Europe NV, Koning Albert II-laan 9 1210 Brussels as leading insurer. The insurance covers the consequences of actions committed all over the world, for activities the lawyers active with MODO execute from their office located in Belgium. The aforementioned insurance does not apply to claims against lawyers active with MODO lodged in the United States of America or Canada or under the laws or jurisdiction of the United States of America or Canada. More information on the insurance for professional liability can be obtained by simple request. Additional insurances for professional liability may be concluded by mutual agreement with the client, it being understood that the related premiums shall be charged to the client.

The liability limitations set forth in this article do not apply in the event of willful misconduct or fraud.

6. Confidentiality.

The lawyers active with MODO are bound by professional secrecy.

All documents provided (whether or not in draft form) by a lawyer active with MODO to a client such as for example, but without limitation, contracts, expert advice, memoranda, notes, documents related to legal proceedings, corporate documents, correspondence and e-mails are confidential, unless explicitly indicated otherwise. The client shall not disclose to third parties, nor circulate such documents or their content, unless prior written consent is given by the relevant member.

7. Fee – costs – payment.

Services are provided against payment of a fee and of costs (unless otherwise agreed).

The fee charged for services provided shall be determined by the relevant member together with the client once a first estimation of the assignment has been made. The fee is calculated at the standard or agreed upon hourly rate, unless a fixed fee has been agreed with the client for the assignment.

The fee is to be increased with the applicable VAT and handling costs. Unless agreed otherwise, handling costs (administration costs, telecommunication costs, photocopies, normal mailing costs, ...) are calculated at an average rate of 7% of the charged fee. So-called "out of pocket" costs (legal costs, travel expenses, translation costs, ...) are charged to the client at cost.

At the request of the client a prior estimation of the amount of the fee and costs can be provided. Depending on the nature of the assignment an advance payment for the fee and costs may be requested.

Unless agreed otherwise with the client, a statement of fees and expenses shall be provided to the client on a monthly basis together with an overview of the performed services. Any remarks or objections with regard to the statement of fees and expenses should be notified by the client, within 8 days after receipt thereof. In absence of any notified remarks or objections within the indicated term, the statement of fees and expenses is irrevocably considered to be accepted. In case of a dispute, the relevant member shall, together with the client, try to settle this dispute amicably.

Bills of fees and expenses are to be paid within 14 days after date thereof unless otherwise agreed upon. In case payment is not received within the aforementioned term, late payment interests are automatically due without prior notice in accordance with the act of 2 August 2002, as of the date of the invoice, as well as an additional compensation (which amounts to at least 15% of the amount of the invoice). Lack of timely payment of the statement of fees and expenses, may give rise to the suspension or to the end of the professional relationship and to the recovery of the amounts due.

8. End of cooperation.

Unless the cooperation has been entered into for a specific term, the client or the relevant member is entitled to terminate a cooperation with successive performances at all times, provided written notice is given and a reasonable notice period is respected. In the event of termination of the cooperation, the costs and fee for services that have already been provided, and to the extent the fee is a lump sum or determined on a proportionate basis, the pro rata fee for the performed services, remain due by the client. In the event of punctual assignments the cooperation is deemed to have ended in the event the assignment has been completed.

9. Intellectual property.

All documents that have been drafted by lawyers active with MODO are protected by intellectual property rights that accrue to the relevant member (to the extent they do not accrue to third parties) and may not be used, reproduced or exploited outside the use permitted by the relevant member.

10. Severability.

If any provision or a part of a provision in these general terms is determined to be invalid or unenforceable, the remainder of the provisions hereof shall continue in full force and effect. In such event, the parties shall replace the concerned provision by a new provision which best adheres to the original intent of the parties.

11. Applicable law.

Each agreement with a client shall be governed by Belgian law and any dispute in relation to this agreement is submitted to the exclusive jurisdiction of the Brussels' courts.