

# GENERAL TERMS & CONDITIONS LEGAL SERVICES

VERSION 04/2021

## 1. MODO LAW

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Modo law ("Modo") is a cost association of lawyers and law firms offering their services independently:<sup>1</sup>

- D. Deneuter Advocatenkantoor BV, E. Bockstaellaan, 182, 1020 Brussel, company registration n° 0884.861.417;
- Dominique Walravens, attorney at law, 1020 Brussels, Edmond Tollenaerestraat 56–75 b23, RPR (Brussel) 0666.569.845;
- Jan Geldof, attorney at law, 1020 Brussels, Edmond Tollenaerestraat 56–75 b23, RPR (Brussel) 0812.548.016;

(each a "Modo member")

If a client requests services from a Modo member, a contract of representation is concluded between the client and the specific Modo member representing the client. All Modo members are admitted to the Bar in Brussels.

## 2. SCOPE OF THE GENERAL TERMS

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These general terms apply to all services provided by a Modo member. By engaging the services of a Modo member, the client acknowledges the content of these terms and accepts that these general conditions govern the performance of services by all Modo members. No addition to, amendment of, or deviation of these general terms applies unless agreed upon in writing by both the client and the relevant attorney. Specifically, the client's general terms do not apply unless they were explicitly accepted in writing by the relevant Modo member.

## 3. PERFORMANCE – BEST EFFORTS OBLIGATION

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In providing services to the client, Modo members shall use their best efforts to perform their services within the client's timelines, per the client's lawful instructions, and with the professional care that can reasonably be expected under the circumstances. They do not commit to a specific result. The client agrees to provide, on his own initiative and throughout the entire term of the representation, all relevant information, facts, circumstances, and data necessary for the Modo member to perform his/her services to the best of his/her abilities. To serve the client as effectively as possible, Modo members sometimes rely

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<sup>1</sup> "Advocatengroepering" in the sense of the "Code of Fair Practice for Lawyers" / "Deontologische Codex voor Advocaten".

on other lawyers' services or specialist knowledge. The client accepts that Modo members can defer to other lawyers or outsource specific tasks in handling the client's representation.

Modo members perform their services for the benefit of the client, and no third party can derive any rights from it.

#### **4. ELECTRONIC COMMUNICATION & STORAGE**

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The client accepts that Modo members send emails in a non-encrypted format. Encryption is possible at the client's written and timely request. Unless agreed otherwise, the client shall bear the costs of encryption. Electronic communication is dependent on the intervention of third parties, and Modo members are not liable for any interruption, interference, blocking, or corruption of the electronic communication or damage to electronic systems or devices resulting from the transmission.

The client accepts that files and email exchanges are stored electronically, likely relying on third parties' storage or cloud services. Modo is not responsible for these third parties' services.

#### **5. LIABILITY**

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Modo members, or lawyers acting on their behalf, are never liable for any indirect damage such as damage to reputation, loss of clientele, loss of time, loss of data, loss of commercial opportunities, or similar losses. They are also not liable for damages to the client's electronic systems resulting from electronic communications or for any harm resulting from viruses or similar threats to their systems.

To the extent permitted by law, any professional liability (in contract or tort, including for gross errors) incurred by Modo members or lawyers acting on their behalf shall be subject to the following limitations:

- In no event shall they be liable for delays and missed deadlines due to the actions or inactions of clients, third parties, or force majeure.
- Any compensation for damages will always be limited to the amount of coverage provided under the lawyer's professional liability insurance policy.
- Any claims for damages need to be stated within six (6) months after the client has become aware or should reasonably have become aware of the event that caused the harm.

All Modo members are insured against errors and omissions through Amlin Europe NV, Koning Albert II-laan 9, 1210 Brussels as the leading insurer. The insurance covers professional liability for the services that Modo members perform throughout the world from their office in Belgium. This insurance does not apply to services performed by Modo members established in or subject to jurisdiction in the United States of America or Canada. Separate professional liability insurance covers any errors or omissions of Modo's U.S.-based lawyers through Everest National Insurance Company. More information on Modo members' professional liability insurance will be provided on the client's simple request. If the client so desires, Modo will carry additional insurance for professional liability at the client's expense.

The limitations on liability outlined in this section do not apply in case of willful misconduct or fraud.

## **6. CONFIDENTIALITY**

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All Modo members have a duty of confidentiality.

All documents that Modo members provide to their clients (whether in draft or final form) such as contracts, advice, memoranda, notes, documents related to legal proceedings, corporate records, correspondence, emails, and all other case-related communications and work-product documents are confidential unless explicitly indicated otherwise. Neither the relevant Modo member nor the client shall publish or disclose those documents or their contents to third parties without the prior written consent of the other party unless required by law.

## **7. FEE – COSTS – PAYMENT**

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Unless the parties agree otherwise in writing, all services are provided against the payment of a fee and costs and are subject to the terms and conditions outlined below.

The fee is determined and communicated to the client after an initial consult and a thorough assessment of the goals of the representation. Modo can provide a non-binding estimate of the total fees and costs at the client's request before performing any services. Depending on the nature of the case, Modo may request a retainer or an advance payment for any fees and costs.

Unless a flat fee or discounted hourly rate is agreed upon, all fees are calculated at the standard net hourly rates of the lawyers involved. Where applicable, all fees are increased with VAT and handling costs. Handling costs (e.g., costs for administration, telecommunication, copying, standard mailing, etc.) are normally calculated at an average rate of 7% of all charged fees. Out of pocket expenses such as filing fees, travel expenses, translation costs, etc., are charged back to the client at their actual cost.

Every month, Modo will provide a statement of fees and expenses and an overview of the services performed. The client will communicate to Modo any comments or objections regarding the statement within eight (8) days from receipt thereof. If Modo receives no objections in writing within that term, the statement of fees and expenses is considered accepted, and all objections are deemed to be waived. In case of a disagreement, the parties shall try to settle their dispute amicably.

Payment for invoices of fees and expenses is due within 14 days after the date thereof. Any invoice that remains unpaid by its due date automatically accrues interest under the law, without prior notice and from the date of the invoice, and gives rise to liquidated damages of no less than 15% of the invoice amount. Non-payment of Modo's invoices may result in suspension or termination of the representation, in addition to the recovery of any amounts due.

## **8. END OF THE REPRESENTATION**

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Unless the representation was for a definite term, any client or lawyer is entitled to terminate it at any time upon written and reasonable notice. Payment for any costs made and fees for services performed before the end of the representation will become due immediately. If a flat fee was agreed upon for the representation, the fee is reasonably prorated for the services provided under the term in relation to the

total services to be performed, with a minimum of 50% of the full fee. If the representation was goal-oriented, it automatically ends when the case has reached a final resolution.

## **9. INTELLECTUAL PROPERTY**

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All documents drafted by Modo members are protected by intellectual property rights. They may not be used, reproduced, or exploited without permission, expressed or implied.

## **10. SEVERABILITY**

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If any provision or part of a provision in these general terms is determined to be invalid or unenforceable, the remainder of the provisions shall remain in full force and effect. In that event, the parties shall replace the relevant provision with a new provision that best expresses the parties' original intent.

## **11. APPLICABLE LAW & JURISDICTION**

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Belgian law governs all client representations and agreements, and any disputes are subject to the exclusive jurisdiction of the courts in Brussels.