

LAW POINT .

Advocaten

Agreement between lawyer and client

Between :

hereafter referred to as the lawyer (or the lawyers office)

LAW-POINT

Lawyers

Jan Van Rijswijcklaan 33-35 bus 1

B-2018 Antwerp

VAT number: BE0892 692 384 (Master Dirk Van Himbeeck)

and

hereafter referred to as the client(s)

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VAT - number:

KBO^[1] - number:

The following has been agreed:

1. Object of the services and task of the lawyer

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2. Information

The lawyer informs the client punctually concerning the execution of his assignment and the progress made in dealing with the case.

3. The use of third parties

3.1 Apart from the usual tasks which are carried out by the lawyer's office, the client agrees that the lawyer, under the responsibility of the latter, can for specific assignments call upon other lawyers for the execution of his assignment.

3.2 If for carrying out the assignment necessitates the use of a ^[3]bailiff or a translator, the customer will allow the choice thereof to be made by the lawyer

LAW POINT .

Advocaten

- 3.3 The lawyer only with the explicit consent by the client make use of other third parties, such as ^[5]Notaries, specialists or accountants, chosen in consultation with the client.
- 3.4 The performance of these third parties will be invoiced directly to the client and paid for by him/her.
4. Expenses and fees
- 4.1 The statement of expenses and fees from a lawyer can contain three elements: the expenses from the lawyer, the court expenses and the costs and fees.
- 4.2 The expenses from the lawyer are calculated as follows:
- Startup of the file: € 50.00 (25.00 in case of collection)
 - Secretarial work correspondence (inclusive of mail + fax) : € 10.00 per page
 - Secretarial work documents for the procedure: € 12.50 per page
 - Copies: € 0.15 per page
 - Travelling expenses: € 0.50 per kilometer
- 4.3 The Court costs and expenses are the charges which the lawyer has to pay in advance to third parties, such as ^[3]bailiff, the ^[4]clerk of the court, translators and public authorities. These charges are comprehensively detailed and mentioned on the expense statement.
- 4.4 The fee is the remuneration for the services provided by the lawyer. The fees are calculated as follows (tick appropriately):
- 0 € 125 per hour excluding VAT (can be verified on the kept time sheets) or € 151.25 inclusive of VAT.
 - 0 € 150 per hour excluding VAT (can be verified on the kept time sheets) or € 181,50 inclusive of VAT for Labor law and complex cases.
 - 0 In the case of collection: Clause for damages and expenses for the litigation.
 - 0 In case of prior agreement: rate per hour + a flat rate determined “success fee”, this bonus amounts to 25% hourly rate.
 - 0 A flat rate determined percentage of 12% of the claim with minimum of the awarded expenses for the litigation.
- 4.5 The lawyer before commencement of the assignment and continuation can request one or more advance payments for handling the case. An advance payment is a flat rate amount that the client pays to the lawyer, prior to a detailed statement of expenses and fees. In the final expenses and fees statement the advance payments are deducted from the total amount.
- 4.6 The client pays the advance fees and the final expenses and fees statement of the lawyer within fourteen days after receipt of the invitation for payment. The lawyer may, if this is imperative for giving a good service, motivate a shorter payment term.
- 4.7 If the client does not agree with the requested advance payment or final statement, he must dispute this in writing, within fourteen days after receipt.

LAW POINT .

Advocaten

- 4.8 After written demand for payment of unpaid expenses and fees statement and lacking a dispute which is found to be valid the client has to pay interest on the outstanding remainder which is equal to the interest as laid down by the law commencing on the date of the demand together with a flat rate damage claim equal to 10 % of the outstanding amount with a minimum of € 150.00.
- 4.9 Present agreement obliges parties to be compliant with the civil law code article 1134, any third party payers, if any, shall within the obligation to pay in respect of the client carry out payments, however do not have any influence of the amount already charged for the work.
5. Funds from third parties.
- 5.1 The lawyer transfers all amounts which he receives for his client within the shortest time possible to his client. If the lawyer cannot transfer an amount, he informs the client of receiving the amount and informs him of the reason why the amount has not been transferred onward.
- 5.2 The lawyer may, on the amounts that he receives for the account of the client withhold sums for covering outstanding advance payments or statements for expenses and fees. With present agreement the client gives the explicit permission to the lawyer to withhold amounts of the received funds from third parties. He brings this to the attention of the client in writing. This stipulation does not withhold the client's right to dispute the lawyer's fees and to demand the payment of the amounts withheld.
- 5.3 The lawyer transfers, all amounts which he receives from his client destined for the account of third parties, immediately to these third parties.
- 6 Liability
- The lawyer is insured for professional liability with Amlin Insurance under the policy civil professional liability for lawyers, ^[2] "Orde van Vlaamse Balie"s" policy number LXX034899 for a sum amounting to € 2,500,000.00. The lawyer informs the client that for specifically dealing with his case, the subject of this agreement, higher insurance can be entered into by means of payment of an additional premium.
- 6.2 The client finds that the Lawyer's ordinary insurance is sufficient and accepts that the compensation for the damages that he undergoes in consequence of a professional error made by the lawyer is limited to the sum amounting to € 2,500,000.00 which the lawyer is insured for. This limitation is not applicable in case of premeditated or grove error/negligence by the lawyer.
- 6.3 If the professional liability insurer does not cover the damages, without that the lawyer in this has made a mistake, the damages based on professional liability of the lawyer limited in the principal amount, expenses and interest up to an amount equal to the paid fees.

LAW POINT .

Advocaten

7. Termination of the agreement
 - 7.1 The client may at any moment in time terminate the agreement by means of notifying the lawyer thereof in writing. The lawyer draws up the closing account of his expenses and fees and submits these to the client, taking into consideration his work up to the termination of the agreement (the lawyer cannot claim damages).
 - 7.2 Upon first request the lawyer shall return the documents in the file to the client.
 - 7.3 The lawyer can, at all times, terminate the agreement, by means of informing the client in writing. For determining the moment on which he terminates his services, the lawyer has to take into account the possibility for the client, in due time, to obtain the necessary assistance from another lawyer.
Client does not have any right for damages due to termination of this agreement.

8. Applicable law and disputes

Belgian law is applicable and the competent law courts are those of the Antwerp district.
For disputes for which the justice of the peace is empowered, the Justice of the peace of the 5th sub district.

Parties preferably settle their disputes amicably. They give preference before starting a procedure to have the case be referred to mediation with the court or a competent authority for this with the "Law Society"

Thus drawn up in on
in so many copies as there are parties with different interests

Each of the parties acknowledges receiving a copy signed by all the parties.

Signature client
+ Name and given names
+ Read and approved

Signature
Dirk Van Himbeeck
Lawyer

LAW POINT .

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Note from the translator.

^[1]KBO Kruispuntbank ondernemingen: Authority for registration of businesses.

^[2] Orde van Vlaamse Balie”s ^[2] Orde van advocaten equivalent to the Law Society.

^[3]Bailiff: For service of (court) notifications.

^[4]Clerk of the court: Amongst others office for administration and court expenses.

^[5] Notary Under Belgian Law can be compared with a Solicitor under English law.