



Dear Sir or Madam,

With regard to the services rendered by the CVBA DE SCHRIJVER & Partners, with Law Firm in 9090 Melle, Brusselsesteenweg 326, with VAT no. BE0819.142.531 (named "the Law Firm") you are hereby receiving the following information in the context of the Services Act:

### Opening file and related costs

1. For any new case in which a lawyer, partner or staff member of the Law Firm is being consulted and in which he accepts to deal with the case, a file is started up both electronically and physically. Therefore several files can be started in the name of one single client.

2. For the start-up, the update and the keeping of a file, expenses are charged for:

- covers, inside covers, writing-paper,
- the start-up of the electronic file in the database on the secured server of the Law Firm;
- the start-up of a physical file;
- saving data in the electronic file;
- saving documents in the physical file;
- closing and archiving of the electronic file in the database of the Law Firm;
- archiving the physical file in the archives of the Law Firm.

3. For the start-up, the update and the keeping of each file, electronic and physical, a flat-rate amount of 65,00 EUR, exclusive of VAT, so 78,65 EUR inclusive of VAT will be charged for drawing up the file. This cost will be charged on the first invoice.

### Office expenses

For dealing with each file, the lawyer in charge and the secretarial workers will use the infrastructure of the Law Firm. Therefore a part in the fixed costs of the Law Firm will be charged per file. These costs consist of the expenses for the furnishing of the office and the secretarial services, the rent of the office building and the parking lot, the maintenance of the office building, the amenities, the purchase of a computer system, the maintenance of the computer system, the licences for applied computer science, telephony, the Internet, website, permanent education and training of the lawyers working at the Law Firm, the annual contributions due to the legal bar for the lawyers working at the Law Firm, the library and insurances. Subject to other agreements with the client, this share in the expenses is charged at a flat-rate at 10% of the lawyer's fees; this amount is increased by the applicable VAT.

### Rates for services

In general we would like to explain that it is not always easy for lawyers to assess beforehand what the expense of a particular assignment will be. Matters can be influenced by a number of factors that only become clear in the course of the development of a file or a procedure: a dispute can be solved by an out-of-court settlement or it may come to a procedure; can a procedure be concluded in first instance or will there be an appeal or even further appeal; how many hours will actually be spent to a case; etc.

We perfectly understand that the client wishes to have a good idea at the outset about the various elements of our expenses and fees as well as the general conditions that apply to our commission accounts and cost statement and fee sheets.

This document is providing the client with the necessary information. Furthermore the client will be informed as detailed as possible at the first consultation about the amount of the cost statements and fee sheets that can be assessed at that moment.

### Fee

The performances of lawyers will be charged by a fee that is invoiced either on the basis of a basic hourly rate or on the basis of flat-rate agreements per case that are made beforehand with the client according to the nature of the case and the number of cases a client wishes to bring before court.

According to the case, the basic hourly rates range from 100,00 EUR exclusive of VAT (or 121,00 EUR inclusive of VAT) and 300,00 EUR exclusive of VAT (or 363,00 EUR inclusive of VAT) by which the performances are always charged per time unit of minimum 10 minutes. The applied fee that is fixed at the first consultation and during the process can be adapted in consultation with the client, depends on various factors such as the emergency of the case (this can decrease or increase in the course of the procedure), the importance of the case, the need for specialised knowledge and experience of the lawyer dealing with the case and his length of service and seniority.

When the fee is charged on the basis of the time unit, the client can always ask for the performance chart; this is also attached to the invoice. An enterprise chart is kept per file in which all invoices, payments and amounts received at the trust account of the Law Firm in a particular file are listed.

Provisions to costs and fees can be asked and invoiced by the Law Firm when the Law Firm has to advance expenses or when special circumstances, such as an insolvency risk, justify this.

### Variable costs

In addition to the share in fixed costs of the Law Firm, the specific fixed costs per file are charged on the following basis:

- Letter, e-mail or typed page: 10 EUR exclusive of VAT or 12,10 EUR inclusive of VAT
- Registered letter: 15 EUR exclusive of VAT or 18,15 EUR inclusive of VAT
- Copy black/white: 0,30 exclusive of VAT or 0,363 inclusive of VAT
- Colour copy: 0,60 EUR exclusive of VAT or 0,726 inclusive of VAT
- Travel expenses for travel time outside Ghent and Melle: 0,60 EUR per km exclusive of VAT or 0,726 EUR per km inclusive of VAT.

Costs due to a third party (such as bailiffs, experts, translators, etc.) will be charged to the client on the basis of the invoice of this third party unless the invoice of this third party is directly addressed to the client.



## **Invoicing and general terms and conditions**

Any due cost and performance will be invoiced by the Law Firm to the client for whom the performance is made or to the third party payer who engages himself hereto, in accordance with the applicable legislation.

The following general terms and conditions apply to all invoices of the Law Firm:

The invoices are payable in cash on the bank account stipulated on the invoice.

In case of non-payment within the month after date of invoice, as of right and without the necessity of a notice of default, an interest on arrears will be due, equal to the legal interest rate and to the attention of the enterprise, an interest provided for in the Law on Late Payment of 2 August 2002.

In accordance with the Council of Flemish Bars of 21 November 2012, an invoice of the Law Firm can be paid by transfer by the Law Firm of amounts that have been received on the trust account of the Law Firm and which are the client's rightful share. The client will be immediately informed and he will receive a detailed account of the trust account amounts that are on balance transferred to him.

In case of late payment of an invoice and after a formal notice, a legal debt recovery can be instituted at the competent Court. For enterprises, this is the Commercial Court Ghent, division Ghent.

## **Trust client bank accounts**

**A Trust client bank account is a bank account that is separated from the personal funds of the Law Firm and of the lawyers that are partners or are employed.**

Article 446 paragraph four of the Judicial Code stipulates how a lawyer has to deal with the funds of a third party which he receives or controls. The text of the article is as follows:

*§ 1 Each lawyer distinguishes between his own funds and trust funds. The funds that lawyers receive in favour of clients or third parties while practising their job are paid on one or more accounts opened in their name or in the name of their Lawyers Association mentioning his or their capacity. This account or these accounts are opened in accordance with the rules to be determined by the Council of Flemish Bars and the 'Ordre des barreaux francophones et germanophone'.*

*The lawyer makes transactions of funds of clients or of third parties by means of this account. He requests clients and third parties to exclusively pay on this bank account.*

*The control of this account is exclusively vested in the lawyer, without prejudice to the additional rules regarding transfer of funds of clients or third parties determined by the Council of Flemish Bars and the 'Ordre des barreaux francophones et germanophone'.*

*§ 2 The accounts meant in § 1 include the trust accounts and the heading accounts.*

*The trust account is a global account on which funds are received or controlled and that have to be transferred to clients or third parties.*

*The heading account is an individualised account opened with regard to a particular file or for a particular client.*

*§ 3 The trust account and the heading account are accounts opened by an institution that is licenced by the National Bank of Belgium on the basis of the law of 22 March 1993 regarding the status and the supervision of the credit institutions or the Belgian Security Deposit and Lodgement Pay-Office and which at the least comply with the following requirements:*

*1° the trust account and the heading account can never show a debit balance;*

*2° on a trust account or a heading account no credit whatsoever can be granted; these accounts can never serve as security;*

*3° each set-off, fusion or determination of unit of account between the trust account, the heading account and other bank accounts is ruled out; netting agreements cannot apply to these accounts.*

*The Council of Flemish Bars and the 'Ordre des barreaux francophones et germanophone' can lay down additional rules with regard to the transaction of funds of clients or third parties.*

*§ 4 Subject to exceptional circumstances, the lawyer will as soon as possible deposit the funds paid on his trust account to the intended person.*

*In case the lawyer cannot, due to strong reasons, transfer the funds to the intended person within the term stipulated in the rules of the Council of Flemish Bars and the 'Ordre des barreaux francophones et germanophone' and at the utmost within two months upon receiving the funds, he will deposit them on a heading account.*

*Without prejudice to the application of legal rules with binding force, the second paragraph does not apply when the total amount received for account of the same person or at the occasion of one and the same transaction or per file does not exceed 2500 euro. The King is entitled to adjust this amount every two years to the economic situation. This adjustment applies from 1 January of the year following the publication of the adjustment decree.*

*§ 5 The Council of Flemish Bars and the 'Ordre des barreaux francophones et germanophone' will introduce and organize a supervisory control which at least stipulates who, whereupon, when and how the supervision works regarding the observance of the rules meant in §§ 1 till 4. This supervisory control determines particularly the sanctions and measures that can be taken in case of breach. It is not detrimental to other legal rules that provide a supervision of funds received on the accounts aimed at in § 2.*

*§ 6 All sums, irrespective of the amount thereof, that are not recovered by the beneficiary and that have not been transferred to him two years after the conclusion of the file in connection with which they were received by the lawyer, will be deposited by this lawyer to the Belgian Security Deposit and Lodgement Pay-Office. The term will be suspended as long as these sums are the object of a lawsuit.*

*These deposits will be registered in the name of the beneficiary who will be appointed by the lawyer. They will be made available to the beneficiary by the Belgian Security Deposit and Lodgement Pay-Office until the lapsing of the term meant in article 25 of the Royal Decree no. 150 of 18 March 1935 for the coordination of the laws regarding the installation and the operation of the Belgian Security Deposit and Lodgement Pay-Office and to the carrying out of the modifications therein by virtue of the law of 31 July 1934.*

This stipulation is added to the Judicial Code by art. 2 Law of 21 December 2013 (BS 16 January 2014 as from 1 June 2014).

The Law Firm has, in accordance with this legal stipulation and the applicable regulation of the Council of Flemish Bars of 21 November 2012, a trust account that applies as trust client bank account with an approved bank institution with number BE30 7370 2875 7311 KREDBEBB. It is controlled by the Law Firm under the supervision of the Council of Flemish Bars in Ghent.

If need be, a heading account can be opened for a specific file. The interested person will be informed of this.

## **Professional liability**

The professional liability of each of the lawyers, employees and trainees of the Law Firm is covered on the basis of an insurance policy concluded by the Council of Flemish Bars with the NV Amlin Europe<sup>1</sup> as

principal insurer (70%) and joint insurer Zurich Insurance plc<sup>2</sup> (25%) and KBC Verzekeringen NV<sup>3</sup> (5%).

The professional liability of the lawyers, employees and trainees of the Law Firm is reduced per incident till up to the sum that in the relevant case is disbursed by the insurer as professional liability.

In the case of disputes of cost statements and fee sheets the Belgian Courts of the place where the Law Firm is situated are competent (Ghent).

<sup>1</sup> Koning Albert II-iaan, 1210 Brussels

<sup>2</sup> Avenue Lloyd Geogelaan 7, 1000 Brussels

<sup>3</sup> Professor R. Van Overstraetenplein 2, 3000 Leuven