



General terms and conditions for the provision of legal services

1. Ethikos

Ethikos is a private limited liability company under Belgian law, having its registered office at 1050 Brussels, avenue Louise/Louizalaan 200. It is registered with the Crossroads Bank for Enterprises under n° 0730.976.063.

The purpose of this company is the exercise of the profession of attorney.

2. Purpose of these general terms and conditions

The purpose of these general terms and conditions is to define the conditions under which the partners of Ethikos and their associates (internal or external) (hereinafter 'the Attorneys') will perform their services on behalf of the Client.

Unless otherwise agreed in writing, these general terms and conditions will apply to all files and assignments entrusted to Ethikos.

3. Obligations of Ethikos

As part of the services provided by Ethikos for the Client, Ethikos will deploy its best effort to make progress and complete the cases as quickly as possible and within the agreed deadlines.

Ethikos is committed to working in accordance with the rules of art.

Ethikos will keep the Client informed of the progress of the cases.

The obligations of Ethikos are obligations of means.

4. Obligations of the Client

The Client undertakes to provide Ethikos with all the information necessary for the Attorneys to perform their services, both at the opening of the file and throughout its evolution. He will in particular ensure that all the necessary documents will be returned to the Attorneys.

The Client will inform Ethikos of the desired deadlines and will ensure timely transmission of the necessary information so that the desired deadlines can, to the extent possible, be respected.

The Client must also provide Ethikos with all the information necessary for Ethikos to meet its legal and ethical obligations, including the identification obligations of their clients resulting from the law of 18 September 2017 on the prevention of money laundering and terrorist financing and the restriction of the use of cash. These obligations are detailed more fully in the appendix to these general terms and conditions.

Ethikos reserves the right to suspend its intervention if the requested information is not provided by the Client or in case of incomplete or incorrect information provided by the Client.



The Client is solely responsible for the information it communicates or the lack of communication of the requested information.

5. Determination of fees, costs and disbursements

Unless otherwise agreed, the services of Ethikos will be remunerated on the basis of an hourly or daily rate which will be agreed upon at the beginning of the assignment.

The Client and Ethikos may nevertheless agree to work on the basis of a global package and/or provide for a success fee.

Ethikos will also charge the specific costs incurred for the tasks assigned by the Client (e.g. travel expenses). Ethikos and the Client may agree on a fixed price or a percentage for the fees.

The disbursements consist of expenses paid to third parties that Ethikos must incur in order to move the files forward (bailiff fees, issuing certificates, official publication, procedure, expertise...). They are rebilled at cost price, and their documentary proof will be produced by Ethikos.

6. Terms of payment

Ethikos will address:

- requests for retainers, and/or
- invoices on a periodic basis.

Unless a fixed price has been agreed with the Client, the invoices of Ethikos will contain a statement of the services performed, indicating the date and time spent on each service.

Unless otherwise agreed in writing, the invoices of Ethikos are payable within 30 days after they are sent, exclusively to the bank account mentioned on the invoices.

Any undisputed invoice within 10 days will be deemed accepted, and any claim made at the end of this period will lapse.

In the event of failure to pay within 30 days, the invoices of Ethikos will, by law and without prior formal notice of default, bear interest at the legal rate.

In addition, Ethikos will have the right to claim a fixed compensation equal to 10% of the amount remaining due by the Client at the end of a period of 15 days after the sending of a reminder by registered mail. This compensation may not be lower than 100 EUR.

Finally, the Attorneys reserve the right to suspend their intervention in case of non-payment of the invoices addressed to the Client.

7. Replacement faculty

Unless otherwise stated and written by the Client, the partners of Ethikos are authorized to entrust the performance of services relating to the entrusted case to internal associates or external collaborators. The partners of Ethikos will be responsible for entrusting the performance of tasks to associates and collaborators with the necessary knowledge, experience and skills depending on the nature of the case.



8. Limitation of liability

The Attorneys are insured for any professional liability in the performance of their duties by an insurance policy taken out by the Bar they are registered at (collective policy taken out by the *Ordre français des Avocats du Barreau de Bruxelles* or the collective policy taken out by de *Nederlandse Orde van Advocaten bij de Balie te Brussel*).

Unless otherwise agreed in writing, the liability of Ethikos and the Attorneys will always be limited to the amount covered by one of the professional liability insurance policies referred to in the previous paragraph.

If - and insofar as - no compensation can be paid under the aforementioned insurance, the liability of Ethikos and the Attorneys is limited in principal, interests and expenses, to the amount of the fees paid by the Client for the services provided by Ethikos which give rise to liability, with a maximum of 25,000 EUR.

In any case, any right to compensation becomes null and void if an application is not submitted to the competent authority within one year after the moment the Client knew or should have reasonably become aware of the facts on which the liability claim is based.

9. Use of documents drafted by Ethikos

The documents (notice, contract, model, written pleadings, letter...) drafted by Ethikos are protected by intellectual property rights.

They are reserved for the exclusive use of the Client and can only be used as part of the mission he has entrusted Ethikos with.

Unless otherwise agreed in writing by Ethikos, the Client acknowledges that these documents cannot be used by third parties. Third parties will also not be able to rely on them and the Attorneys bear no liability whatsoever towards third parties.

10. Conservation of archives

At the end of the mission, the documents in the case will either be returned to the Client or kept and archived by Ethikos. In this case, Ethikos will keep them for the legal period of 5 years, after which they may be destroyed.

11. Personal data

Ethikos processes the personal data of its Clients, and of the persons who are employed there, in order to ensure an optimal service and to fulfil its legal obligations. The information relating to the processing of data by Ethikos is described in its Privacy Notice (available on www.ethikos.be).

12. Ethical obligations of the Attorney

The Attorneys are members of the *Ordre français des Avocats au Barreau de Bruxelles* or of the *Nederlandse Orde van Advocaten bij de Balie te Brussel*.



As such, they are subject to the legal and ethical obligations imposed on attorneys of the Brussels Bar Association. These include, in particular, absolute respect for professional secrecy, the confidentiality of discussions between attorneys and rules relating to conflicts of interest.

These rules are available on the following sites:

<http://www.barreaudebruxelles.info/index.php/fr/barreau-de-bruxelles/les-regles-de-deontologie>

<https://www.advocaat.be/DipladWebsite/media/DipladMediaLibrary/Documenten/Codex-Deontologie.pdf>

13. Miscellaneous

The invalidity of one or more clauses of these general terms and conditions does not affect the validity of the other provisions and does not result in the nullity of the agreements concluded with the Client. Where appropriate, Ethikos will ensure that the null clause(s) is/are replaced by valid clauses having the closest scope to that of the cancelled clause(s).

14. Applicable law and litigation

These general terms conditions are governed by Belgian law.

In case of dispute, Ethikos and the Client will attempt to settle their dispute amicably.

Failing agreement, the Courts of Brussels shall have sole jurisdiction, it being understood that the dispute may also be submitted to the President of the Bar (*Bâtonnier/Stafhouder*).

In addition, if the Client is a consumer, he can also use the Ombudsman service for consumer relating to the legal profession (OCA) (www.ligeca.be).



Appendix: Obligations of the Attorney in the prevention of money laundering and terrorist financing

1. The Attorney complies with his legal obligations regarding the identification of his Clients and, as the case may be, agents and/or beneficial owners. Clients undertake to spontaneously provide all documents allowing the establishment of their identity and, if applicable, that of their agent(s) and/or beneficial owners and authorize the Attorney to take copies of them. The obligations of the Attorney and the Client stem more particularly from the provisions of the Act of 18 September 2017 on the prevention of money laundering and terrorist financing. The information to be provided by the Client varies depending on whether he is a natural person, a legal person, an agent or a beneficial owner. The Client informs the Attorney as soon as possible of any change relating to his situation and provides him with proof of it.

2. When the nature of the case (assisting the Client in the preparation or execution of operations such as the purchase or sale of buildings or commercial enterprises; management of securities or other assets belonging to Clients or their mandator; opening or managing bank, savings or wallet accounts; organization of contributions necessary for the constitution, operation or management of companies; constitution, operation or management of trusts, of companies or of similar structures or interventions in the name and on behalf of the Client in all financial and real estate transactions) or when the particular situations provided by the aforementioned Act of 18 September 2017 (country of origin, identification difficulties, unusual relationship between the Client and the Attorney or the nature of the transactions, public or assimilated personality) impose on the Attorney an obligation of enhanced vigilance, the Client commits himself to answer any question from the Attorney allowing him to comply with its legal obligations in the fight against money laundering and terrorist financing.

3. When the Attorney assists the Client in his legal defense or when he gives him legal advice (the evaluation of his legal situation), he is obliged to respect professional secrecy.

The law requires the Attorney to inform the President of the Bar as soon as he finds out, outside of his mission of legal defense or legal advice, of facts that he suspects to be linked to money laundering or terrorist financing. The President of the Bar, guarantor of the respect of the professional secrecy, transmits if necessary, the statement of suspicion to the Belgian Financial Intelligence Processing Unit (CTIF-CFI).