

## GENERAL CONDITIONS (**General Conditions**)

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## 1 FIRMA LAW: STRUCTURE AND CONTACT DETAILS

- 1.1 Firma Law (**Firma Law**) is the commercial name of a attorneys-at-law firm, namely a grouping of attorneys-at-law (*groepering van advocaten / groupement d'avocats*), with office at Westlaan 353, 8800 Roeselare, with e-mail address: [admin@firma.law](mailto:admin@firma.law), with website: <https://firma.law>, operating through the following separate and distinguishable legal entities (**Entity, we, us**), with as factual partners (**Partner**):
- 1.1.1 **BV** (*civil company / société civile* or abbreviated: *SC*) **Firma.law**, an association of attorneys-at-law (*associatie van advocaten / association d'avocats*) with company number: VAT BE [1017.542.569](#), with registered corporate office at Westlaan 353, 8800 Roeselare, with e-mail address: [admin@firma.law](mailto:admin@firma.law), represented by directors:
- 1.1.1.1 **BV ADVOLEM**, with company number: VAT BE [0837.037.546](#), with registered corporate office at Wolvenstraat 13A, 8500 Kortrijk, represented by director (*bestuurder / administrateurs*): attorney-at-law **Olivier Lemahieu**, Partner, with e-mail address: [olivier.lemahieu@firma.law](mailto:olivier.lemahieu@firma.law), with telephone number: +32 474 33 84 87,
- 1.1.1.2 **BV Josvi**, with company number: VAT BE [0705.823.468](#), with registered corporate office at Mgr. Eugeen Laridonstraat 66, 8800 Roeselare, represented by director: attorney-at-law **Maarten Esprit**, Partner, with e-mail address: [maarten.esprit@firma.law](mailto:maarten.esprit@firma.law), with telephone number: +32 477 61 61 98,
- 1.1.2 **BV Demius**, with company number: VAT BE [0647.713.540](#), with registered corporate office at Korenbloemstraat 55, 8820 Torhout, represented by directors: attorney-at-law **Dave Devloo**, Partner, with e-mail address: [dave.devloo@firma.law](mailto:dave.devloo@firma.law), with telephone number: + 32 476 34 96 41 and attorney-at-law **Eline Vanfleteren**, Partner, with e-mail address: [eline.vanfleteren@firma.law](mailto:eline.vanfleteren@firma.law), with telephone number: +32 494 66 30 20,
- 1.2 The Partners are attorneys-at-law (*advocaten / avocats*) in Belgium, have as their umbrella professional organisation the Order of Flemish Bars (*Orde van Vlaamse Balies*) and are registered at the local Bar of West-Flanders (*balie West-Vlaanderen*).

## 2 RELATIONSHIP

- 2.1 If a client (**you, your**) issues an assignment (**Assignment**) to one or more Entities or Partners, you accept that you wish to enter a contract (**Contract**) with one or more Entities that Firma Law will determine.
- 2.2 Specifically, the Contract will exist between you and the Entity whose VAT number is listed under the (e-mail) name or signature of the Partner who confirms in writing and ultimately handles the Contract, even if you have contacts with other collaborators of Firma Law.
- 2.3 The Contract is established only when we confirm it in writing in this manner. You are represented by your signatories, who make a commitment thereto ("*sterkmaking / porte-fort*").
- 2.4 Your obligations are joint and several and indivisible. If, at your request, our invoice is addressed to a third party, you will remain jointly and indivisibly liable.

## 3 APPLICABLE CONDITIONS

- 3.1 One can consult our General Conditions and privacy statement (**Privacy Statement**) on the website of Firma Law or obtain on first request, in Dutch and English language, so that when you or another person concludes a Contract or uses our website, deliveries and services, he has therefore taken notice and confirms that you accepts these.
- 3.2 Our original versions in Dutch always prevail in accuracy and interpretation over our translated versions.
- 3.3 Exclusively the General Conditions apply to all relations, excluding all conditions of you or other persons.
- 3.4 We can amend the General Conditions and the Privacy Policy at any time. Any amendments take effect upon publication on our website or communication. Your continued use of the contract or our website constitutes acceptance of the amendments.

## 4 PROCESSING PERSONAL DATA

- 4.1 The provisions in connection with the processing of personal data are included in the Privacy Statement.

## 5 DELIVERIES AND SERVICES

- 5.1 The collaborators of or connected to Firma Law, as indicated on its website, will perform the legal deliveries and services even if it is expressly or impliedly intended that one or more particular Partners performs the Contract.
- 5.2 Beyond the usual tasks we perform within Firma Law, we may engage other attorneys-at-law for specific parts of the Contract.
- 5.3 If it is useful or necessary for the Contract, we may choose which third parties such as bailiffs or translators to rely on for you. In that case, we are not liable for these third parties.
- 5.4 We only rely on other third parties, such as notaries, experts, or accountants, after consultation with and consent by you.

- 5.5 Our terms (of delivery and services) are indicative and, are automatically suspended if you do not fulfil your obligations.
- 5.6 We remain the owner of what we delivered, and you will not pass these deliveries on to third parties as long as you have not fulfilled all your obligations. The risk transfers to you upon our delivery. As long as we are the owner, you guarantee that we always receive the value of everything we delivered, among other things through protection and insurance.
- 5.7 You and we do not accept any compensation of debt.
- 5.8 Any authorised withholding of guarantees by us expires half of it upon our delivery or execution, and the second half six months after our delivery or execution.

## 6 COOPERATION DUTY

- 6.1 You provide promptly and throughout the duration of the Contract, and if necessary or useful before and after, possibly at our request, all useful cooperation to us, such as, inter alia, the provision of information, documents and goods, as well as performing acts and abstentions.
- 6.2 It is up to you to always check the correctness of the Contract and our deliveries and services and report any errors to us immediately.
- 6.3 Among other things, you specifically provide your cooperation and are responsible for:
- 6.3.1 any extra work, waiting time, changes or costs required due to circumstances not wanted by us or not caused by us, e.g. if you do not comply with our conditions.

## 7 RENUMERATION

- 7.1 Our remuneration for the Contract is essentially threefold:
- 7.1.1 our **honoraria** for the Contract are in principle based on the time spent on the Contract, calculated according to our hourly rates for the persons performing the deliveries and services.
- 7.1.2 our **office costs or overhead expenses** are the costs of correspondence sent, copies made, administration and movements undertaken. We budget these expenses at a flat rate of 12% on the honoraria.
- 7.1.3 our **expenses to third parties** include the expenses we have to advance or pay to third parties. We have these third parties charge these expenses directly to you or invoice them on to you.
- 7.2 In principle, we communicate our (basic) remuneration to potential Clients at the outset. In any case, we communicate our (basic) remuneration upon first request, free of charge.
- 7.3 Unless we agree otherwise, we determine the remuneration in direction (*in regie*) on the basis of subsequent calculation. You take note and agree that due to the nature of the Contract, one cannot reasonably calculate the remuneration in advance.
- 7.4 In case an additional work is performed, it is (rebuttably) presumed that you ordered this additional work.

- 7.5 It is also possible for us to agree in advance on a fixed price or daily rate for certain Assignments and well-defined parts.
- 7.6 In principle, we display the remuneration in euros, taxes (VAT etc.) not included.
- 7.7 We round off the total amount you have to pay to the nearest multiple of 5 cents if he pays in cash.
- 7.8 Our offers or quotations are valid for 30 days unless otherwise specified, only for what is described and if you accept our offer in full.
- 7.9 Any increase or new tax that would be imposed between the time of the Contract and the execution, will automatically be charged to you.

## 8 INDEXING

- 8.1 We may without obligation adjust (parts of) our remuneration in accordance with the consumer price index cipher, as follows:
  - 8.1.1 Indexation happens according to this formula:
 
$$\frac{\text{(base) remuneration} \times \text{new cipher}}{\text{starting cipher}}$$
  - 8.1.1 The new cipher at the moment of price review is the index cipher in the calendar month preceding each anniversary of signing the Contract.
  - 8.1.2 The starting index at the moment of price determination is the index cipher in the calendar month preceding the date of signing the Contract.

## 9 PAYMENT AND INVOICING

- 9.1 Invoices means (all documents relating to) any payments that you or other persons would owe us.
- 9.2 You and we send compatible invoices via the Peppol network. If this is not possible, you and we agree that invoices will be sent via email in PDF format. You and we are not required to pay until they receive a tax-compliant invoice in this manner, provided you and we report this in a timely manner and it is not due to their own systems. The recipient ensures that receipt is possible and that adequate internal control of invoicing is in place.
- 9.3 In principle, we provide invoices on a monthly basis.
- 9.4 We may charge you an advance or deposit at the start or during the Contract.
- 9.5 Our invoices are payable, in the currency of the invoice and otherwise in euro, at the registered corporate office of BV Firma.law, at the latest 30 days after the invoice date.
- 9.6 You must send any dispute concerning an invoice by ordinary and registered post to the concerned one or more Entities with whom it has a Contract (see article 1 Firma Law: Structure and Contact Details) within 8 days after receipt of the invoice. Failing this, you can no longer dispute the invoice.

## 10 INTERESTS

- 10.1 Any overdue amount under the Contract generates, automatically and without any formal notice to pay is required:
- 10.1.1 interest, from the due date up to the date of payment, per year, at the legal interest rate for late payment in commercial transactions (Statute 02.08.2002);
  - 10.1.2 any discounts and commercial concessions will lapse, all outstanding and non-due amounts, all in once and fully, become immediately payable, and we may suspend (part of) our further obligations, request advance payments and warranties, or terminate the Contract.

## 11 DAMAGES CLAUSE

- 11.1 Any amount paid overdue under the Contract automatically generates in damages, without the requirement for notice of default, at 10%. This is a damages clause estimating reasonable compensation for non-performance of the Contract due to the administrative burden of following up non-payment, which entails, inter alia, company organisation, reduced liquidity and turnover resulting in lost or delayed profits, loss of working hours that could be spent otherwise, staff costs, postal costs, etc. This concerns extrajudicial recovery costs.

## 12 INTERESTS AND DAMAGES CLAUSE CONSUMER

- 12.1 If you are a consumer, any overdue amount under the Contract to us, generates:
- 12.1.1 after sending a notice of default called a first reminder, which is free of charge for non-payment of one due date and for non-payment of three due dates in the case of contracts concerning the regular supply of goods or services;
  - 12.1.2 after a period of at least 14 calendar days starting on the third working day after sending in case of a non-electronic reminder, or on the calendar day after the day of sending in case of an electronic reminder;
  - 12.1.3 where the costs for additional reminders are 7,50 euro plus the postal costs at the time of sending;
  - 12.1.4 delay interest at the legal interest rate due to late payment in commercial transactions (Act 02.08.2002) calculated on the amount still due; if we are an SME ("*kmo*" / "*pme*") after the aforesaid period of fourteen calendar days, we may decide to start the delay interest from the calendar day after the day on which the first reminder is sent to you;
  - 12.1.5 a flat fee of:
    - 12.1.5.1 20,00 euro if the amount due is less than or equal to 150,00 euro;
    - 12.1.5.2 30,00 euro plus 10% of the amount due between 150,01 and 500,00 euro if the amount due is between 150,01 and 500,00 euro;

- 12.1.5.3 65,00 euro plus 5 % of the amount due above 500,00 euro with a maximum of 2.000,00 euro, if the amount due is more than 500,00 euro; and
- 12.1.6 any discounts and commercial concessions will lapse, all outstanding and non-due amounts, all in once and fully, immediately payable, and we may suspend (part of) our further obligations, request advance payments and warranties, or terminate the Contract.

### **13 THIRD-PARTY FUNDS**

- 13.1 We pass on all amounts received on behalf of you to you as soon as possible.
- 13.2 We may deduct amounts from the sums we receive on behalf of you to cover our outstanding claims. We inform you of this in writing.
- 13.3 We immediately pass on all amounts received from you on behalf of third parties to those third parties.
- 13.4 If we are unable to promptly pass on any of these amounts, we inform you of receipt of the amount and of the reason.

### **14 REVOCATION RIGHT CONSUMER FOR DISTANCE CONTRACT**

- 14.1 All provisions of this article apply if you are a consumer and conclude a distance contract with us.
- 14.2 You have the right to withdraw (withdrawal right) from the contract within a period of 14 days (withdrawal period) without giving reasons as follows.
  - 14.2.1 The withdrawal period expires 14 days *from the day*, in the cases as follows:
    - 14.2.1.1 in case of service contracts or contracts for the supply of water, gas or electricity, insofar as they are not put up for sale in a limited volume or set quantity, of city heating or of digital content which is not supplied on a tangible medium: *of the conclusion of the contract*,
    - 14.2.1.2 for sales contracts: *on which the you or a third party designated by you, who is not the carrier, takes physical possession of the good*;
    - 14.2.1.3 for contracts where you have ordered several goods in the same order which are delivered separately: *on which you or a third party designated by you, other than the carrier, takes physical possession of the last good*;
    - 14.2.1.4 for contracts concerning delivery of a good consisting of several shipments or components: *on which you or a third party designated by you, other than the carrier, takes physical possession of the last shipment or component*; or
    - 14.2.1.5 for contracts relating to regular delivery of goods during a defined period: *on which you or a third party designated by you, other than the carrier, acquires physical possession of the first good*.

- 14.2.2 If you wish to exercise your withdrawal right, you must inform us of this decision (withdrawal decision) by an unambiguous written statement by registered and regular post. You can, for example, use the model form in [Annex 2](#) to Book VI of the Code Economic Law for this.
- 14.2.3 It is sufficient that you send your withdrawal decision before the withdrawal period has expired.
- 14.2.4 If you withdraw from the contract, you receive back from us all payments you have made up to that point, including delivery costs (with the exception of any additional costs resulting from your choice of a mode of delivery other than the cheapest standard delivery offered by us). We do so without delay and in any event no later than 14 days after we have been informed of your withdrawal decision. You expressly agree in advance that we have the choice to repay you by the same means of payment with which he made the original transaction, or by bank transfer. In any case, we shall not charge you for such repayment.
- 14.2.5 We may delay repayment according to the first time we have recovered the goods or you have proved that you have returned the goods.
- 14.2.6 If you have received the goods in connection with the contract, you must send the goods back to us without delay, but in any case not later than 14 days from the day on which you communicated your withdrawal decision to us. You are in time if you send back the goods before this 14-day period has expired.
- 14.2.7 The direct costs of sending back the goods are at your expense. If the goods, due to their nature cannot be returned by ordinary post, we cannot reasonably calculate the cost of returning the goods in advance and do so at a market-based cost for delivery to you, which may be high, as well as reasonably estimate this at a maximum of 1.000,00 euro.
- 14.2.8 You are only liable for the decrease in value of the goods resulting from the use of the goods beyond what is necessary to establish the nature, characteristics and functioning of the goods.
- 14.3 You cannot exercise the withdrawal right for the legal exceptions (such as in article [VI.53](#) Code Economic Law).
- 14.4 You expressly agree in advance that we may start performance already during the withdrawal period, if it includes an obligation to pay, and you lose your right of withdrawal, in the cases as follows:
  - 14.4.1 if it is a service contract, as soon as we have fully performed the contract; or
  - 14.4.2 if it is a contract for the supply of digital content not supplied on a material carrier, when we have provided confirmation.
- 14.5 If you have asked for the provision of services or the supply of water/gas/electricity/city heating to start during the withdrawal period, you pay an amount proportionate to what we have already delivered at the time you notified us of your withdrawal decision, compared to the full performance of the contract.

## **15 DURATION, SUSPENSION AND TERMINATION**

- 15.1 You may terminate the Contract in writing at any time.
- 15.2 We may suspend and terminate the Contract at any time upon written notice for any reason that could have any negative influence on our deontology, professional responsibility, honour, dignity, decency, charisma and reputation.
- 15.3 We may also suspend and terminate the Contract upon written notice if you commit a substantial breach of the Contract. Such substantial breaches may include among others the following:
- 15.3.1 non-payment of amounts due;
  - 15.3.2 non-compliance with the cooperation duty;
  - 15.3.3 an act of dishonesty, disloyalty or fraud, including violation of anti-bribery or anti-money laundering laws (see also below);
  - 15.3.4 an act or conduct that affects our reputation, deliveries or services;
  - 15.3.5 a breach of non-competition, non-solicitation or confidentiality obligations;
  - 15.3.6 a breach, even if insubstantial, committed repeatedly, even after notification.
- 15.4 Where we have the right to suspend and terminate the Contract, we may also - more widely than Article [5.96](#) Civil Code provides - at our sole and exclusive option, suspend and terminate the Contract only partially.
- 15.5 The suspension and termination of the Contract does not affect your responsibility for payment for our deliveries and services before the suspension and termination, as well as those for proper follow-up and transfer of your affairs.

## **16 ARCHIVING**

- 16.1 We store documents that you have provided to us 5 years after the termination of the Contract. Thereafter, we may proceed with destruction, unless you would timely request us to give back the original documents.

## **17 ENTIRE CONTRACT - REPLACEMENT PRECEDING**

- 17.1 A Contract, insofar as it does not vary therefrom, together with the General Conditions, constitutes the entire contract between the you and us on the subject matter.
- 17.2 A Contract replaces all preceding contracts and understandings about the same subject matter.
- 17.3 The purpose of this Article is not to limit the means of proof.

## **18 CHANGES ONLY IN WRITING**

- 18.1 We can only agree signed in writing to changes to the General Conditions or a Contract.

## 19 NO IMPLICIT WAIVER

- 19.1 You do not construe the failure or delay to invoke a right or remedy under the Contract as a waiver or relinquishment, nor does this preclude the further exercise or enforcement.
- 19.2 We must do each waiver or relinquishment expressly and signed in writing, unless otherwise provided.
- 19.3 Even if we waive or relinquish a specific failure, you cannot use it in favour of a new similar or other failure.

## 20 SEVERABILITY - INVALIDITY

- 20.1 Any provision of the Contract deemed invalid or unenforceable remains binding to the extent permitted by law. If necessary, you and we will negotiate and agree, or in the absence of contract, the court will, at the request of either you or us, replace that provision with a valid and enforceable provision as close as possible to your and our intent with that provision.
- 20.2 It is not possible to replace such provision, if this alters the essential provisions or the basic balance of the overall Contract, or if this negates the commercial purpose under the Contract. In such case, the Contract is no longer severable but will be terminated entirely.

## 21 INSURANCE

- 21.1 We are insured via the Order of Flemish Bars (*Orde van Vlaamse balies*) in first rank for our professional liability with MS Amlin Insurance SE (Koning Albert II-laan 37, 1030 Brussels) in the amount of 2,500,000.00 euro per damages event under the policy Civil professional liability of attorneys-at-law (first rank) (*Burgerlijke beroepsaansprakelijkheid van advocaten (eerste rang)*).
- 21.1.1 The aforesaid policy insuring professional liability provides coverage in the following countries: the guarantee of this agreement (= policy) applies to the consequences of acts committed throughout the world, for activities carried out by the insureds from their offices established in Belgium and subject to the clarifications and exceptions included in this agreement (= policy). However, are not insured the claims one brings against the insureds in, or under the laws or jurisdiction of, the USA or Canada.
- 21.2 BV ADVOLEM and Olivier Lemahieu are in second rank additionally insured for their professional liability with NV AG Insurance in the amount of €5,000,000.00.

## 22 LIABILITY LIMITATION

- 22.1 Our liability is limited as stated in this article 22, unless in certain cases you would enjoy a higher degree of protection than the Contract, but then the Contract can otherwise continue to exist.
- 22.2 We are not liable and indemnify each other against third party claims, if:
- 22.2.1 you give wrong, unclear or incomplete information or variables;

- 22.2.2 a third party concludes a Contract in your Name;
  - 22.2.3 you fail to fulfil the conditions or your legal obligations;
  - 22.2.4 the performance complies with customary or agreed specifications and tolerances, e.g. in the case of bulkdelivery 10% weight or volume tolerance;
  - 22.2.5 we designate the goods or services as *"draft"*, *"off spec"*, *"off grade"*, *"near to prime"* or *"recyclate"* or similar;
  - 22.2.6 you do not properly use or store the delivered goods or services;
  - 22.2.7 any defects do not affect useability of service;
  - 22.2.8 we perform in accordance with the Contract or your instructions, also for (damage to) goods of neighbours or other third parties;
  - 22.2.9 you imposed on us to use your materials or equipment;
  - 22.2.10 the warranty or the supplier's is inapplicable or has expired;
  - 22.2.11 you cannot demonstrate a defect in performance clearly, with certainty and as the first cause of proven damage;
  - 22.2.12 our delivery has been handled, processed, mixed, or come into contact with third-party products or external influences; or
  - 22.2.13 we repair, replace or refund to you, at our choice, the defective goods or services for which we are liable.
- 22.3 In each case, our obligations are an effort obligation (or means obligation) and not a result obligation.
- 22.4 We are, for Ourselves or a person we vouch for, only liable for direct damages in a narrow sense, but not, in a broad sense, for indirect damages, consequential damages, loss of profit or loss of use, etc.
- 22.5 After the period for complaints or after hidden defects or non-conformities have become apparent, with a maximum period of 1 year from the execution, we are only liable for hidden defects that render the item unfit for its intended use or non-conformities, insofar as the goods have not been processed in the meantime and insofar as we knew or should have known about the hidden defects or non-conformities.
- 22.6 The provisions of this article 22.6 apply if you are a consumer. you can then invoke the legal warranty if you determine the conformity defect with a maximum period from delivery for new goods of 2 years and for second-hand goods of 1 year. If the goods become defective within 2 years resp. 1 year after delivery, one assumes that the conformity defect has existed since delivery. You must give notification to us as soon as possible about the conformity defect and in any case within 2 months from the day on which you have established this. The consumer's legal claim expires within a period of one year from the establishment of the conformity defect. In addition, we remind you of the existence of the legal guarantee of conformity of goods, digital content and digital services, from articles [1649bis](#) to [1649nonies](#) and [1701/1](#) to [1701/19](#) of the old Civil Code.
- 22.7 Our liability is always limited to the amounts covered under aforesaid insurances.

- 22.8 If our insurances do not intervene for a particular damages event, our contractual liability, and tort, pre- and extracontractual liability, is always limited to an amount equal to 3 times the honoraria charged for the Contract to which the claim is connected and this maximally to an amount of 250,000.00 euro per damages event.
- 22.9 We provide a copy of the conditions of our insurances without charge upon first request.
- 22.10 The term and statute of limitations of our liabilities commence at the time of execution.
- 22.11 Except in the case of wilful misconduct, you grant guarantee to us against all claims of third parties, which are in connection with obligations where one can consider us as an auxiliary of you.
- 22.12 You cannot, in any case, hold our auxiliaries directly liable (unless legal exception). You may always sue your own auxiliaries in the first line in guarantee.
- 22.12.1 You yourself, who also act as an auxiliary of or for third parties in connection with obligations where one can consider us as an auxiliary of you, also includes this whole provision 22.12 in contracts with such third parties (as a chain clause).

## 23 TERMINATION BANKRUPTCY AND SUSPENSION JUDICIAL REORGANISATION

- 23.1 If you become insolvent, enters into liquidation, bankruptcy or any other similar situation, or a petition therefore is filed, we may terminate the Contract with immediate effect at any time, upon written notice specifying the reason, without prior court review, prior notice period or compensation.
- 23.2 If you have filed a voluntary petition for proceedings in temporary relief of creditors such as judicial reorganisation (*gerechtelijke reorganisatie/réorganisation judiciaire*) or any other similar situation, We may priorly send a written notice to ask whether you will continue the Contract and honour the obligations thereof and to confirm this within 30 calendar days of receiving this request. If you fail to confirm this so timely, we may suspend the mutual obligations under the Contract with immediate effect at any time, upon written notice specifying the reason, without prior court review, prior notice period or compensation.

## 24 FORCE MAJEURE

- 24.1 We are not liable in case of Force Majeur.
- 24.2 Force Majeure (**Force Majeure**) is an unattributable impossibility for us to fulfill the obligations under the Contract, such as e.g. fire, flood, forces of nature, explosion, epidemic, infectious disease, strike, labour dispute, lock-out, other industrial disturbance, mobilisation, (declared or undeclared) war, embargoe, blockade, legal restriction, riot, insurrection, government or parastatal regulation, and the unavailability of good ressources, material, equipment, manpower or means of transportation.
- 24.3 For the duration of the Force Majeure, it will suspend the prevented obligations and also your reciprocal obligations.
- 24.4 Force Majeure only starts when we give written notification thereof to you. However, if the Force Majeure also affects the notification itself, such Force Majeure starts at its factual

beginning. In any event, we give written notice of thereof within a reasonable period of time.

- 24.5 If the Force Majeure prevents us from fulfilling our core obligations under the Contract for 30 days or more, we may terminate the Contract with immediate effect in writing.

## **25 HARDSHIP**

25.1 A Party is not relieved, totally or partially of its obligations in case the performance of the Contract becomes more onerous or less valuable, either because the cost of performance has increased or because the value of the counterperformance has decreased.

25.2 Nevertheless, if an unforeseeable change of circumstances makes the performance of the Contract excessively burdensome to us to such an extent that the performance can no longer reasonably be demanded, then we may notify our request to negotiate a revision of the Contract (*hardship*). During this negotiation period, you and we will continue to perform their obligations.

25.3 If you fail to negotiate or if no contract is reached within a period of 30 days following the notification, then we can ask advice via the president of the bar to revise or terminate (or denounce) the Contract which will apply between you and we as a binding third-party decision, or then we can terminate the Contract with a written notice of 30 days.

## **26 NON-COMPETE**

26.1 You guarantee to us that performance of the Contract does not conflict with any non-compete, non-solicitation or other obligation.

## **27 NON-SOLICITATION**

27.1 For the duration of the Contract and for a period of 6 months after its expiry or termination, you may not (attempt to) solicit, entice or persuade any employee, collaborator, auxiliary or consultant of us, or of any parent, subsidiary or affiliated or associated company of us, for any reason to leave the services of or to terminate the cooperation with us or any such parent, subsidiary, or affiliated or associated company.

## **28 INTELLECTUAL PROPERTY**

28.1 The information, logos, drawings, trademarks, models, slogans, the house style, images, sounds, images with sounds, etc. accessible via our digital and material files and objects, are protected by intellectual an/or industrial property rights.

28.2 We do not allow you or other persons to change, reproduce, rent, lend, sell, distribute or create derivative works based on all or any part of the elements on our digital and material files and objects.

28.3 The remuneration under the Contract does not in any case imply a transfer of our intellectual and/or industrial property rights in any way.

## **29 INFORMATICS AND DIGITAL ELEMENTS**

- 29.1 You and other persons acknowledge the limitations and risks in connection with the use, storage and transmission of informatics and other numeric or electronic systems and files.
- 29.2 We and you and other persons make reasonable efforts to protect their informatics and other numerical or electronic systems and files from threats and defects, such as by virus scanners and by applying generally accepted security guidelines.
- 29.3 You or other persons can therefore never hold us liable for any loss or damage that might result from our informatics or other numerical or electronic systems and files.
- 29.4 The functionality, compatibility and interoperability of our digital elements is primarily and usually based on Microsoft Windows, as well as additionally or underlying some Apple macOS, Android, Linux, Unix, hardware, devices, operating software, application software and apps.
- 29.5 Our digital elements are applied and used fairly generally and commonly in Belgium, Europe and somewhat across the World, as well as are sufficiently functional, compatible and interoperable and technically secured.
- 29.6 To the extent that our digital elements are made available for use by you or other persons, they are very general and common, as well as we may eventually provide guidance to make them more accessible.

## **30 ANTI-BRIBERY COMPLIANCE**

- 30.1 We and you ensure that financial transactions and other activities under the Contract do not violate anti-bribery legislation. We and you warrant that neither they nor their personnel, including their officers, directors, employees, agents and representatives, has made or will (cause) anyone to make, offer or receive, any offer, gift or payment of any money or thing of value to or for the benefit of any government or customer official or employee, or otherwise to induce the latter to take or forego any action in connection with any activities of us or you.

## **31 ANTI-MONEY LAUNDERING AND TERRORISM**

- 31.1 If our attorneys-at-law assist you in the context of financial or real estate transactions, we must comply with specific legal and deontological rules aimed at preventing money laundering and terrorist financing.
- 31.2 In that case, before we can accept you as a client, we must first verify his identity and that of his mandatories and ultimate beneficial owners (or abbreviated *UBOs*), if any. We must also assess your characteristics and the purpose and nature of the Contract that you entrust to us. These vigilance obligations also apply during the execution of the Contract, and any other Assignments that you may still entrust to us. We include the costs of these administrative obligations in our remuneration.
- 31.3 To be able to comply with these obligations, you must immediately provide us with the necessary information when we request it. If any changes occur that may affect your status, you provide such information immediately on your own accord. We process and retain

the information communicated to us by you for a period of 10 years from the end of our business relationship or the last Contract entrusted to us by you. For more information on the data protection aspects of our obligations under money laundering prevention regulations, please refer to our Privacy Statement.

- 31.4 When we discover facts in the Contract that we know or suspect to be connected with money laundering or terrorist financing, we must immediately notify it to the President of the Bar, except when we are providing legal advice to you or defending or representing you in connection with a lawsuit. The President of the Bar will then decide whether to provide our notification to the Financial Intelligence Processing Unit (*Cel voor Financiële Informatieverwerking of CFI - CTIF*). In the event of a notification, we are also obliged to immediately terminate our work for you, without being allowed to inform you of the reason of it. This is prohibited by law. Furthermore, we are not liable for disclosures in good faith to the Financial Intelligence Processing Unit.
- 31.5 These obligations obviously do not affect the professional secrecy that remains between lawyer and you.

## **32 APPLICABLE LAW**

- 32.1 Exclusively the laws of Belgium govern between the you and us all matters in connection with the Contract and also tort, pre- and extra-contractual liability, as well as their whole relationship.

## **33 PROFESSIONAL RULES AND CODES OF CONDUCT**

- 33.1 These professional rules and codes of conduct in Dutch apply to the Partners:
- 33.1.1 the regulations of the [Order of Flemish Bars](#) (*Orde van Vlaamse Balies*) (Staatsbladstraat 8, 1000 Brussels, e-mail address: [info@ordevanvlaamsebalies.be](mailto:info@ordevanvlaamsebalies.be), telephone number: +32 2 227 54 70), containing the [Code Deontology for Attorneys-at-law](#) (*Codex Deontologie voor Advocaten*); and
- 33.1.2 the regulations of the [Bar of West-Flanders](#) (*Balie West-Vlaanderen*) (Langestraat 120, 8000 Bruges, e-mail address: [info@baliewestvlaanderen.be](mailto:info@baliewestvlaanderen.be), phone number: +32 50 33 16 80).

## **34 EXTRAJUDICIAL DISPUTE RESOLUTION**

- 34.1 A consumer may obtain information from or file complain directly to us in connection with a Contract already entered into, in accordance with [Title 2](#) of Book XVI Code Economic Law, in the manner provided for in [article 35 Complaints](#) of the General Conditions.
- 34.2 A consumer may also obtain information or file complaint to the Ombudsman Service for Consumer Disputes relating tot the Legal Profession (*Ombudsdienst Consumentengeschillen Advocatuur* or abbreviated: *OCA* or umbrella: *Ligeca*). This is the qualified entity competent for the extrajudicial dispute resolution between Consumers and attorneys-at-law, in accordance with [Title 4](#) of Book XVI Code Economic Law.

- 34.2.1 The [OCA](#) (Staatsbladstraat 8, 1000 Brussels, website: <https://www.ligeca.be>, e-mail address: [oca@ligeca.be](mailto:oca@ligeca.be), phone number: +32 499 78 18 99, fax number: +32 2 307 72 21).
- 34.2.2 The OCA is competent for consumer complaints about the attorney-at-law services. Complaints to the OCA one preferably submits online using the electronic complaint form.
- 34.3 The extrajudicial dispute resolution stipulated in the [Code Deontology for Attorneys-at-law](#) also applies to the Partners.
- 34.4 A natural person may also submit a complaint in connection with the processing of his personal data with the Belgian [Data Protection Authority](#) ("*Gegevensbeschermingsautoriteit / Autorité de protection des données*") (Drukpersstraat 35, 1000 Brussels, website: [www.consumentenombudsdienst.be](http://www.consumentenombudsdienst.be), e-mail address: [contact@apd-gba.b](mailto:contact@apd-gba.b), telephone number: +32 2 274 48 00).

## 35 COMPLAINTS

- 35.1 You or another person must send a possible complaint about our services or deliveries and services by ordinary and registered mail to the relevant one or more Entities with whom he has a Contract (see article 1 Firma Law: Structure and Contact Details) within a period of 8 days after the fact that gave rise to the complaint occurred. Failing this, you can no longer complain about these facts.
- 35.2 Complaints due to defects or non-conformities do not suspend your payment obligation.
- 35.3 You always enclose with your complaint a detailed description of the object of the complaint and the defect or non-conformity, as well as, if possible, clear photos, audio clips and/or videos.

## 36 COMPETENT COURT

- 36.1 If you and we cannot themselves resolve a dispute in connection with the Contract and also tort, pre- and extra-contractual liability, as well as their whole relationship, you and we have the possibility of trying to resolve this first through mediation led by a mediator designated by you and us, or appointed by the competent court upon request of you or us. We and you share the cost of that mediation.
- 36.2 You and we settle all disputes in connection with the Contract and also tort, pre- and extra-contractual liability, as well as their whole relationship, exclusively by the courts of the place of the registered corporate headquarters of BV Firma.law.
- However, we may also sue you before the courts of your registered corporate headquarters, establishments or offices or, if a third party sues us before any other competent court before the court seized of the original proceedings.