

PRACTICE AREAS

1. Scope - Any and all instructions will be accepted and executed by the law offices of MVVP advocaten/avocats cvba, and the present general conditions will apply to all instructions which the client will confer to MVVP. The client is supposed to know and accept the present general conditions.

2. Instructions - All instructions will be executed to the best of MVVP's capabilities. To that end MVVP may subcontract the instructions to internal or external lawyers, without prejudice to the continued application of the present general conditions which will remain in force. With the clients' approval MVVP may involve in the execution of the instructions received third parties or experts. MVVP undertakes to carry out the instructions received within reasonable delays but will not be liable for exceeding these delays for reasons attributable to the client, third parties or force majeure. Services rendered as lawyers will be subject to the rules and regulations laid down in the Judicial Code and to the deontology as defined by the bar authorities to be consulted at the sites www.ovb.be and www.avocats.be

3. Client cooperation - The client will need immediately and without solicitation to provide full information concerning his identity and his instructions. Clients who are moral persons are to designate a contact person for MVVP to liaise with. The client will stand for the truthful, sincere and complete nature of the information, data and documents he provides. Client's failure to cooperate, or to cooperate in a timely manner or as agreed will entitle MVVP to suspend its services, or to withdraw from the instructions entirely. MVVP will not be liable in any way for any damages somehow caused by such suspension or withdrawal under those circumstances,

and reserves the right to recover any damage caused to it as a consequence, including but not limited to any consequences by virtue of the anti money laundering legislation of January 11, 1993, as last amended by the law of January 10, 2010.

4. Retainers, fees and costs - MVVP calculates its fees on the basis of hourly rates or other methods to be agreed with the client. The hourly rate will take into account, a.o., the seniority and the specialization of the lawyer(s) involved, the importance of the matter, its urgency or specific nature.

MVVP may require the client to pay one or more retainers. Normally invoicing will incur periodically depending upon the progress made in carrying out the instructions. However, in certain occasions, invoicing will incur only after (partial) execution of instructions. The client will receive with each invoice a detailed overview describing the services rendered and the costs incurred. Bailiff's fees and costs and taxes incurred by them, as well as court costs will be charged to the client.

Failing a differing agreement MVVP overhead will be charged at a lump sum rate of 11% of MVVP fees in case the client or his designated contact person resides in Belgium, and 16% if both the client and his contact person reside abroad.

5. Payment - MVVP's statements of fees and costs have to be paid within fifteen days after being issued. Failure to do so will result in an 11% interest on arrears becoming due by law and without further notice as from the date of issue. Failing payment within fifteen days will further entail a 10% lump sum increase, with a minimum of 100 EUR, for reimbursement of recovery costs. In case of

nonpayment within the delay thus set MVVP may, at its discretion, decide to suspend part or all of its services or to withdraw from the instructions altogether, even without having informed the client thereof beforehand, and MVVP will not incur any liability for any damages that may be caused by such suspension or withdrawal

6. Intellectual rights - The agreements, consultations, opinions and written documents issued by MVVP are covered by intellectual property rights and may not in any way be used or reproduced without previous express and written authorization from MVVP.

7. Confidentiality - MVVP undertakes to carry out any instructions with respect for the confidentiality obligation stated in the Judicial Code and the deontological rules of the Bar authorities. Information which is confidential may however be divulged to our insurers, auditors or reviewers, or to any third party, to the extent such divulgation is required by law or mandatory regulations.

8. Liability

8.1. Should MVVP incur any liability in the process of carrying out instructions, such liability will in any event be limited to the amount of the intervention of the professional liability insurance company of MVVP. If for whatever reason our insurer would refuse an intervention, the liability of MVVP shall be limited to the amount of fees paid to MVVP by the client for the services that gave rise to said liability, to the extent that such amount does not exceed 250.000 EUR.

8.2. MVVP may not ever be held liable for any failure by a third party or other experts that will have been engaged in the course of carrying out clients' instructions. It is moreover possible that parties

intervening at the request of MVVP in the process of carrying out clients' instructions may want to limit their liability. MVVP hereby stipulates undoubtedly that any instructions taken from a client imply full power to accept on behalf of the client such liability limitations, and to negotiate any terms of contract.

8.3. To the extent damage will be sustained by a person or property in the course of carrying out clients' instructions which would result in liability on behalf of MVVP, such liability will be limited to the amount(s) covered under the general liability insurance policy subscribed by MVVP, excluding any risk remaining personal to MVVP under such insurance policy.

8.4. The express liability limitations above are stated not only for the benefit of MVVP, but also of its shareholder(s), partners, directors, lawyers and employees.

8.5. Shall be foreclosed any demand for indemnification for which the client will not have notified MVVP in writing by registered mail within ninety (90) days from the moment the client had knowledge, or reasonably ought to have had knowledge, of the fact(s) at the basis of such demand. Such notification will need to specify clearly, as sustained by evidence, both the invoked supposed failures and the evaluation of the damage sustained. Will in any event be foreclosed any demand for indemnification that will not have been with the competent authority one (1) year and ninety (90) days from the moment the client had knowledge, or reasonably ought to have had knowledge, of the fact(s) at the basis of such demand.

9. Opposability – Will be able to oppose and rely to their benefit upon the present general conditions not only MVVP but equally any and all physical or moral

persons working for or associated with MVVP, and/or any persons who will have been engaged in the course of carrying out instructions. Will be equally able to do so all former associates and partners (including their heirs) to the extent their liability has been invoked and they would have left MVVP.

Without being obliged to do so MVVP can, when contracting instructions with its' clients, whether orally or in written form, include specific conditions, and in particular concerning conflicts of interests or MVVP's remuneration. To the extent that they have been undoubtedly agreed with the client, such specific conditions may deviate from the present general conditions.

10. Termination of instructions - The client and MVVP are free at all times to terminate instructions given to MVVP, without prejudice to the client's obligations to remunerate services rendered and costs incurred. After termination of instructions MVVP will conserve the file documents for a period of five years. Passed such period of time MVVP reserves the right to have the same destroyed.

11. Forum and choice of law - Only the laws of Belgium shall apply to the legal relation between MVVP and its clients, principals and providers, whether they be Belgian or foreign to Belgium. To the extent rules of professional conduct are applicable they will be an integrated part of these general conditions. Any disputes will be first submitted to the President of the Bar having competence. Should no solution thus be found, the most diligent party will be free to introduce the dispute before the competent courts of the district of Brussels.



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