

General Terms and Conditions

1. **Contracting parties and contractual documents** - These General Terms and Conditions apply to all services ("Mission(s)") provided by moov.law whose office is located at Galerie du Roi, 27, 1000 Brussels (CBE: 0704.710.542) ("the Law Firm") in execution of an Engagement letter ("Engagement Letter ") established by the Law Firm and the person(s) defined therein as the client of the Law Firm (hereinafter the "Client").

The Engagement Letter usually contains three appendices :

Appendix 1: the Legal Information Sheet;

Appendix 2: the Special Conditions;

Appendix 3: the General Terms and Conditions.

Every time a client uses the services of the Law Firm, the Client is deemed to know and accept these General Terms and Conditions unconditionally. Any terms and conditions of the Client shall be applicable only upon express, prior and written acceptance by the Law Firm. Unless a more recent version is published or communicated by the Law Firm in any form, these General Terms and Conditions shall also apply to all future relations between the parties. Any supplement, modification or waiver must be expressly and previously accepted by the Law Firm in writing.

The specific terms and conditions of the Law Firm's intervention in the context of legal assistance in the form of a Package (for example, the "Starter" package) are, where applicable, described in the Special Conditions (Appendix II). These Special Conditions are applicable when the contractual documents make specific reference to the application of a package and, in such a case, they supplement the General Terms and Conditions from which they derogate, where applicable.

2. **Conduct of the Mission** – The Law Firm shall provide the material and human resources it deems useful for the performance of its Missions. It shall proceed, if necessary, on its own initiative and under its sole responsibility, to hire any collaborator or assistant. The Law Firm alone shall decide on the internal allocation of Missions. In general, the Law Firm shall be the sole judge of the material and human resources used for the execution of the Missions.

The Law Firm may also, at its discretion, for the performance of certain specific tasks, solicit a subcontracting agreement with lawyers outside the Law Firm. The Law Firm will remain the sole contractor to the Client, unless otherwise specified, in which case the costs and expenses of such lawyers will be borne directly by the Client.

The Law Firm will use the services of professionals of its choice for any activity that does not fall under the profession of lawyer (notary, bailiff, expert, auditor, accountant, translator, etc.). Unless expressly agreed otherwise, the Law Firm only gives advice in Belgian law, and accepts responsibility only for advice given in Belgian law.

3. **Deadlines** - The Law Firm undertakes to perform its Missions within reasonable time limits and, in case of specifically agreed time limits, to make reasonable efforts to meet them. The Law Firm shall not be held responsible in any event for exceeding the deadlines attributable to the Client, third parties or force majeure. If the Client wishes to have a file handled within a specific time frame, an express agreement must be made in this regard. If the Client is aware or should be aware of any delay or important date, the Client is obliged to inform the handling lawyer immediately and to provide the handling lawyer with all documents and information in this respect. Unless expressly agreed, the Law Firm shall never maintain a schedule of the Client's dates and deadlines, including those resulting from legal acts in which the Law Firm was involved, with the sole exception of procedural deadlines, but never after the Mission has been terminated.

4. The Client undertakes - on his own initiative or at the request of the lawyer - to send **all relevant information and documentation** to the lawyer in a timely manner. The Client shall be liable for any damage or inconvenience resulting from the late, faulty or incomplete transmission of such information or documents. In this respect, the Client expressly releases the Law Firm from any liability. Unless otherwise required by the needs of his/her defense, the Client is requested to keep the originals of the documents he/she sends to the Law Firm.

5. **Consumer** - In the event that the Missions are provided to a consumer via the website or more generally at a distance, the Client may exercise his right of withdrawal within 14 days of the conclusion of the contract (request for the Missions), without reason and without penalty, in accordance with Article VI.47 of the Belgian Code of Economic Law. In order to exercise his/her right of withdrawal, the consumer Client must inform the Law Firm by means of a clear statement (e.g. via a letter by registered mail or e-mail) of the Client's decision to withdraw from this contract. The consumer Client may use the attached sample withdrawal form for this purpose, but it is not mandatory.

Sample withdrawal form :

If you wish to cancel the Mission, please fill out this form and return it within the time frame specified above :

• I / we () hereby notify you (*) of my / our (*) withdrawal from the contract entered into by me / us (*) for the purchase of the following goods or the order of the following services (*)*

• Ordered on () / received on (*)*

• Name of the consumer(s): ()*

• Address of the consumer(s) : ()*

• Order number : ()*

• Signature of consumer(s) : () (only if notified on paper)*

• Date: ()*

() Cross out what is not applicable or complete.*

However, this right can no longer be exercised if the Mission has begun to be performed or if services have already been provided. As far as the Law Firm is concerned, the beginning of the execution of the Mission consists in the execution of the first services.

Therefore, any termination of the Engagement after the beginning of the Mission due to the exercise of a right of withdrawal will result in the billing to the consumer Client of the amount of fees and expenses calculated on a pro rata basis of the services already performed at the time she/he informs the Law Firm of the termination of the contract.

6. Professional secrecy, personal nature of the opinions given, and intellectual property - Lawyers working for or on behalf of the Law Firm are subject to professional secrecy. All correspondence, opinions, procedural documents, etc. sent by the Law Firm to the Client or to third parties in the context of the lawyer's Mission are done so under the express condition that the Client respects confidentiality.

In accordance with applicable legal and professional rules, the Law Firm is subject to a strict obligation of confidentiality with respect to the information provided by the Client.

The opinions, views, writings, etc. of the Law Firm are protected by intellectual property rights and may only be used or reproduced with the express, prior and written consent of the Law Firm.

The Client shall have a limited license to use the document in accordance with the practices of the legal profession. The remuneration of this license is included in the price of the Missions; this license is however conditional upon the effective payment of the said services. In the event of non-payment, the Client must cease all use of the document, upon first request, even if the document is used in legal proceedings. The Client shall not transmit the contents of the letters, pleadings, etc. to third parties without the express prior written consent of the Law Firm (except for communication to the Client's other professional advisors, but without creating any liability of the Law Firm towards them).

The advice, opinions, writings, etc. of the Law Firm are specific to a given client and situation and may not be transposed to other situations or persons without further analysis by the Law Firm. They may not be followed or used by third parties (except for communication to the Client's other professional advisors, but without creating any liability on the part of the Law Firm towards them).

When replying to a procurement contract or a private tender for legal services, the Law Firm may be required, in strict compliance with the lawyer's code of ethics, to reveal the names of clients for whom it is or has been involved in the matter concerned, and may also provide information relating to the subject matter of the contract in the cases it handles or has handled. The information communicated does not, under any circumstances, relate to the private life of the Client. The Client agrees, revocable *ad nutum*, to this communication.

7. Retention of records - Upon completion of all or part of the Mission, the Law Firm shall retain a copy of the documents collected during the course of the Mission for a period of five years from the completion of the Mission. The Law Firm shall decide at its discretion whether to archive all or part of the documents concerning this Mission or the Client on paper or electronically. Any original documents in the possession of the lawyer are returned to the Client.

8. Responsibility - The contractual and extra-contractual liability of the Law Firm, as well as that of all lawyers working in the Law Firm or on its behalf, for any material or immaterial damage (such as moral damage, loss of business, production, time, data, business opportunities, etc.) caused to the Client, is limited to the maximum amount of the Law Firm's professional liability insurance (the amount applicable on a case-by-case basis shall be communicated by the Law Firm to the Client at the Client's first request).

The professional civil liability of the lawyers working in the Law Firm and registered with a Bar in Belgium is covered by a collective insurance policy taken out by the Ordre des Barreaux Francophones et Germanophones (OBFG) (company Ethias Assurances, a mutual insurance association approved under number 0165, whose registered office is located at rue des Croisiers, 24, 4000 Liège).

The Law Firm has also taken out two other supplementary insurance policies of 2nd rank [additional guarantee of EUR 2,500,000 per claim - covering only the Law Firm, SRL Jean-Théodore Godin and SRL GS Avocat], with Ethias Assurances, rue des Croisiers 24, 4000 Liège, FSMA 0165 and AIG Europe, Boulevard de la Plaine 11, 1050 Brussels, FSMA 0976, through Marsh SA, Avenue Herrmann-Debroux 2, 1160 Brussels, FSMA 014192A, and of the 3rd rank [supplementary guarantee of 7. 500,000 per claim - which covers only the Law Firm and SRL Jean-Théodore Godin] with HDI-Gerling Assurances S.A, Avenue de Tervueren 273 bte 1, 1150 Brussels, FSMA 0767, and AIG Europe, Boulevard de la Plaine 11, 1050 Brussels, FSMA 0976, through Marsh SA, Avenue Herrmann-Debroux 2, 1160 Brussels, FSMA 014192A.

When using third parties to perform a Mission, the Law Firm shall never be liable for the acts or omissions of such third parties, and is authorized to accept any limitation of liability on its part.

The Client shall indemnify the Law Firm and the lawyers working in the Law Firm or on its behalf against any claim by a third party arising out of the Law Firm's performance of Mission on behalf of the Client, except in the case of fault of the Law Firm. The Client acknowledges and agrees that all claims arising from this agreement, or caused in the course of its performance, whether contractual or extra-contractual, shall be brought exclusively against the Law Firm, to the exclusion of any action against the lawyers referred to in Article 2.

9. Fees – The signatory(ies) of the Engagement Letter shall be jointly and severally liable as co-debtor(s) for any and all amounts generally owed to the Law Firm by the company and/or organization they represent. Unless otherwise agreed between the Client and the Law Firm, the Law Firm calculates the fees for its services on the basis of an hourly rate multiplied by the time spent on a case. If the Engagement Letter so provides, the fees may alternatively be established, i°) in part by the allocation of a Performance Bonus; ii°) in whole or in part on the basis of one (or more) (successive and) specific Fixed Fee(s) for one (or more) well-defined aspect(s) of the Mission ; iii°) in part on the basis of a recurring subscription. Specific rules apply to each of these fee-setting methods, as follows :

- a. *Hourly Rates* – The applicable hourly rate is set in principle when the file is opened and communicated to the Client. However, if it is difficult to establish this hourly rate at the beginning of the file, the Law Firm may communicate it later. Once the Client is informed of the hourly rate applicable to his file, he is deemed to accept it if she/he continues the relationship with the Law Firm.

For files that extend over several years, the Client accepts the principle of an hourly rate adjustment year after year. By default, the Law Firm reserves the right to require an advance payment before providing any services. If no hourly rate is specified, the default rate is set at EUR 250 per hour worked per person (rate in force on 1st January 2022). If a budget is communicated, it is only a realistic estimate. The Client agrees that the Law Firm is limited to a summary description of the main services provided, mentioning, where applicable, the number of hours worked by each lawyer who worked on the file. The details communicated by the lawyer are valid until proven otherwise. Any dispute must reach the Law Firm within eight days to be admissible. From time to time, the Law Firm issues a briefing note explaining the meaning of certain service terms.

- b. *Success fee* – A lawyer is prohibited from fixing his/her fees by a *quota litis* agreement, i.e., an agreement between the lawyer and his/her client, prior to a final court decision, that exclusively calculates his/her entire fee based on the judicial outcome of the file, regardless of whether the fee consists of a sum of money or any other property or value. If a success fee has been agreed, and that the lawyer is discharged from the file before the event which determines the right to the success fee arises, the Law Firm is entitled to retroactively review the basis for calculating the fees in good faith and to claim additional fees.
- c. *Package(s) and recurring subscription(s)* – The package and recurring subscription define in advance the amount of fees related to all or part of the Missions identified in the Engagement Letter and in the General Terms and Conditions, to be provided exclusively as part of the Client's activities. These fees are fixed independently of the time finally spent on the execution of the services provided and without any reference to an hourly rate. Each package and recurring subscription is subject to revision in the event that the Client's failure to implement the recommendations made causes additional work for the Law Firm and in the event that the circumstances, facts, legal documents, or any other element taken into consideration by the Law Firm when determining the package or subscription should be modified or prove to be inaccurate or incomplete and that the Client may reasonably be considered to have participated in it or should reasonably have been in a position to prevent, foresee or avoid the situation, but failed to do so. The Law Firm shall be entitled to request a revision only for the future and provided it has notified the Client. If the Engagement Letter only states a package and/or a recurring subscription fee as a method of calculating fees, any new service not covered by a package and/or recurring subscription will be performed only after the Law Firm has informed the Client, except force majeure. The hourly rate will then be applicable by default. The package or the subscription shall remain due in case the Client waives the Mission. In such a case, the Law Firm has the right to propose an hourly rate, provided that this does not result in exceeding the amount of the package and the subscription.

The Client acknowledges having been specifically and fully informed as to the proportion between the amount of the fees and the stakes of the Mission. The Client also acknowledges having been specifically informed as to the possibility of taking out appropriate legal protection insurance, looking for a subsidy or the intervention of a legal aid office that could, if necessary, cover all or part of the fees.

The package and recurring subscriptions never include services performed on an emergency basis, unless this has been expressly included. In the event of services performed on an emergency basis, the Law Firm is entitled to increase the agreed hourly rate to 1.5 the agreed amount on weekdays, and 2.5 on weekends, provided that the Law Firm has informed the Client that the services are performed in this context. In the absence of a reply by return, the Client is presumed to accept this increase.

10. **Intervention of a third party payer** – If the Client benefits from the total or partial intervention of a third party payer, for example, due to the subscription of an insurance called "legal protection", she/he shall immediately notify the Law Firm and send the details of this third party payer and initiate, without delay, the necessary steps with the latter to request the coverage of all or part of the services and costs of the Law Firm. Even in case of intervention of a third party payer, the Client shall bear the amount of fees and expenses of the Law Firm that are directly communicated by the Law Firm or beyond the intervention of this third party payer. In any case, the services that the Client asks the Cabinet to perform, without having the certainty of the intervention of this third party payer, will be charged to him/her in case of refusal of intervention.
11. **Costs and expenses** – The Law Firm's overheads are equivalent to 5% of the amount of the fees excluding VAT. The Law Firm reserves the right to re-invoice the Client for expenses related to the file advanced on behalf of the Client (transportation, hotel, documentation, external suppliers, express mail, registered letter, etc.). Invoices for disbursements are normally issued directly in the name of the Client by the supplier; payment is made by the Client in this case (e.g. bailiff, expert, etc.). If the Law Firm has made an advance payment, the disbursements are re-invoiced at cost price.
12. **Money laundering** – The Law Firm complies with its legal obligations arising from the law of 18 September 2017 on the prevention of money laundering and terrorist financing and the limitation on the use of cash involving identification of the Client or its mandate. The Client undertakes to spontaneously provide any document allowing the establishment of his/her identity and authorizes the lawyer to take a copy. When the nature of the case imposes on the Law Firm an obligation of enhanced vigilance, the Client undertakes to answer any question from the Law Firm enabling it to comply with its legal obligations in terms of the fight against money laundering and the financing of terrorism. The Law Firm is required to inform the President of the Bar as soon as it becomes aware of facts that it suspects to be related to money laundering or terrorist financing. The President of the Bar shall, if necessary, forward the report of suspicion to the Financial Intelligence Processing Unit. The Law Firm reserves the right to terminate its intervention or services in case of lack of cooperation from the Client, regardless of whether services have already been performed prior to the lack of cooperation and without prejudice to the Client's obligation to pay for legal services performed and other expenses incurred prior to the termination.
13. **Terms of invoicing and payment** – The Client agrees that the invoice for the services will be electronic unless the Client has expressly requested a paper invoice upon signing the Engagement Letter. All costs, fees and disbursements indicated are exclusive of tax and are increased, where applicable, by VAT at the current rate.

All the Law Firm's invoices are payable in cash and without discount, at the Law Firm's registered office or to the bank account indicated. In the event of non-payment on the due date, the late payment interest and the additional indemnity (indemnity which cannot be less than 15% of the amount of the invoice) provided for by the law of 2 August 2002 are due from the date of the invoice and without prior formal notice. Payment or exchange fees are charged to the Client. Any complaint concerning an invoice must be sent to the Law Firm, by registered mail, within eight (8) days of receipt of the invoice. Failing this, the invoice shall be irrevocably deemed accepted.

In the event of non-payment on the due date, the lawyer reserves the right to suspend his/her services, to waive the file, to withdraw from the file or from the Engagement. The lawyer or the Law Firm shall not be liable for any negative consequences of a suspension of services or a waiver of the file, when such an event is caused by the Client's failure to pay. Any delay in the payment of a payment plan granted by the Law Firm, including the payment of a package or a subscription, shall result in the payment of all amounts due.

The Client authorizes the Law Firm to offset any amount held or received by the Law Firm on his/her behalf in any capacity whatsoever - including amounts in the Law Firm's third party/carpa account, amounts due to the Client, or fees overpaid in other cases entrusted to the Law Firm by the Client - against any unpaid invoice, even if it is disputed.

- 14. Forecasting and change requests** - If unforeseeable or unforeseen circumstances arise or change requests are made by the Client after the conclusion of the Engagement Letter, making its handling more difficult or costly for the Law Firm, the Law Firm is entitled to suspend or adjust its obligations accordingly.
- 15. Conflict of interest** - The Law Firm retains the right to intervene for the benefit of or represent other clients, present or future, including when they have interests contrary to those of the Client, provided that the purpose of the intervention and/or representation is not substantially related to the purpose of the Law Firm's intervention/representation for the Client, whether it concerns advice, opinions, negotiations, proceedings or otherwise. The Law Firm has no obligation to disclose to the Client the fact that it intervenes or has intervened in favor of or represents or has represented other clients, present or future, including when they have interests contrary to those of the Client, provided that the purpose of the intervention and/or representation is not substantially related to the purpose of the Law Firm's intervention/representation for the Client, whether it concerns advice, opinions, negotiations, proceedings or other.
- 16. Governing law - Disputes** - The relationship between the Law Firm and the Client shall be governed by Belgian law. In the event of disputes, the Courts of the judicial district of the Law Firm shall have exclusive jurisdiction, but the Law Firm may also decide to bring the case before the Court of the Client's residence or registered office.
- 17. Inapplicability** – If any provision or part of any provision of these General Terms and Conditions is held to be invalid or unenforceable, all other provisions shall remain in full force and effect. The Client may not invoke the fact that no formal Engagement Letter has been drawn up to contest the payment of fees; in this case, the extent of the Client's consent to the Law Firm's Engagement shall be determined in accordance with contract law.
- 18. Protection of Personal Data** - Regarding the processing of personal data of its Clients, the Law Firm refers to its General Data Protection Policy available here : <https://moov.law/politique-de-confidentialite/>.

Version applicable on 6/10/2022.