

DALDEWOLF

*Terms and conditions*

(01-09-2015)

## **A. GENERAL RULES**

### **Section 1. – Scope of application**

The current rules state the conditions of service of DALDEWOLF scrl, its partners, associates or trainees, including the fees, costs and expenses owed to DALDEWOLF.

### **Section 2. - Mission of DALDEWOLF**

The Client appoints DALDEWOLF to defend its interests. The lawyer's mission shall be to advise, assist or represent the Client and covers all services relating to the mission.

During his mission, the DALDEWOLF partner in charge of the case shall be entitled to call upon one or more other partners, associates or trainees who will be working under his supervision and responsibility.

DALDEWOLF shall act conscientiously in the Client's best interest, without however engaging to achieve a certain result.

The Client undertakes to inform DALDEWOLF, as completely as possible, of all the relevant facts of the case and to submit all useful elements and documents in her possession, upon opening of a file and throughout the mission, particularly when there is any development or change of circumstances. The Client shall submit to DALDEWOLF immediately upon receipt all procedural documents, bailiff's writs, notices of default or any other document notified or served to the Client.

### **Section 3. - Termination of the mission**

Each party shall be entitled to terminate DALDEWOLF's mission at any time, without having to justify or motivate its decision.

In that event, DALDEWOLF shall return all documents and exhibits submitted by the Client to the Client or send these to her new counsel, unless the Client prefers these to be destroyed.

All DALDEWOLF's fees, costs and expenses shall be due by the Client for the work performed until the day of termination of the mission.

## **B. FEES**

### Section 4. - Statement of fees, costs and expenses

1. Unless otherwise agreed upon in writing, all fees, costs and expenses due to DALDEWOLF shall be determined and due in accordance to the present conditions.
2. Upon the opening of a file, a retainer shall be agreed upon and paid by the Client. Additional retainers shall be requested in function of the needs of the case.
3. In order to keep the Client informed of the cost of its services, DALDEWOLF shall provide interim statements on a regular basis. If all services and costs have not been included in the interim statements, a final statement shall be established upon closing of the file.

### Section 5. – Calculation of fees

Fees shall be calculated on an hourly basis and shall cover the time that DALDEWOLF has invested in the file.

The fees shall include, among other things:

- time spent on examining the file and correspondence received;
- legal analysis, including research, drafting or revising all documents (correspondence, written advice, written consultations, procedural documents, agreements, memoranda or notes) to drafted with regard to the case;
- time spent in meetings and on telephone calls with the Client or third parties including oral advice;
- administrative procedures, pleadings, attendance at any hearing, meeting or other session, including preparation for such duties;
- travelling and waiting time.

If several lawyers are involved, time spent by each of them shall be taken into account.

### Section 6. - Hourly rate

The hourly rate (VAT not included) shall be determined upon opening a file or a number of files and shall be confirmed in writing.

### Section 7. - Success fee

1. At the end of the mission (regardless of the stage the file is at), DALDEWOLF shall charge a success fee if the case is decided, even partially, in favour of the Client or if an agreement negotiated by DALDEWOLF is reached for the Client, whether in whole or in part.
2. When the value of the case can be estimated in monetary terms, the success fee shall be determined using a sliding scale as follows (unless the parties have reached a different agreement):
  - up to EUR 100,000..... 8%
  - from EUR 100,000 to EUR 300,000 ..... 7%
  - from EUR 300,000 to EUR 600,000 ..... 6%
  - from EUR 600,000 to EUR 1,500,000 ..... 4%
  - above EUR 1,500,000..... 3%

Whenever the amount of the success fee is higher than the fees due in accordance with Section 5, the total fees due by the Client shall be limited to the success fee.

When applying of the above percentages, the following shall be taken into account:

- the amounts waived by the opposing party pursuant to DALDEWOLF's arguments;
  - the amounts claimed by the opposing party which were not granted;
  - the amounts the opposing party is ordered to pay under the Client's principal or counterclaim.
3. When the stake of the case cannot be calculated in monetary terms, the success fee shall be either prior to any intervention or during such intervention, be determined in accordance with a specific agreement providing for an increase of the applicable hourly rates if one or more objectives are achieved.
  4. The success fee shall be reduced by 50% if, without any prior negotiation, a payment is made after sending a notice of default or summons but prior to the initial hearing, and if part of the claim granted by a judicial decision cannot be recovered (for that part). However, the overall amount of the fees cannot be lower than the fees calculated in accordance with Section 5 of these terms of service, which constitute a minimum.

### Section 8. - Payment and arrears interest

1. Retainers, intermediary statements and fee statements shall be paid at the latest on the 21<sup>st</sup> day following the date on which the statement was sent.

If that deadline is passed, arrears interest shall be charged in accordance with the statute of 2

August 2002 on combating payment delays in commercial transactions and with its implementing the decrees.

The fees due from the Client that is not an enterprise or a public authority within the meaning of the statute of 2 August 2002 shall be subject to identical payment deadlines and arrears interest.

2. When fees are not paid in time, DALDEWOLF shall interrupt its services and suspend the execution of its mission at the eighth calendar day after notifying its decision, which shall mention the possible consequences of its decision.

#### Section 9. - Amendment

Unless there is specific consent from the Client, DALDEWOLF shall not change the method of calculating the fees, costs and expenses as long as the file is being treated.

### **C. COSTS AND EXPENSES**

#### Section 10. - Costs

Costs shall be due, in addition to the fees. They shall be calculated as follows:

- opening the file..... EUR 40.00
- typed page (sent by ordinary mail or by e-mail)..... EUR 12.00 per page
- sending a fax (up to 10 pages)..... EUR 2.00
- sending a fax abroad or a fax of more than 10 pages..... EUR 5.00
- photocopies and printing files received..... EUR 0.25 per page
- travelling costs per kilometre outside Brussels-Capital..... EUR 0.40 per km

#### Section 11 - Expenses

Expenses shall be the costs which DALDEWOLF incur on behalf of the client, inter alia:

- bailiff's costs;
- court and legal disbursements;
- Public Notary costs;
- retainers and foreign correspondents' fees;
- specific research costs;
- travel and extraordinary accommodation costs (aircraft, train, hotels, ...);
- translation costs;

- technical advisors costs;
- Courier and package shipping expenses.

The Client undertakes to reimburse the expenses upon simple request. At the Client's request, DALDEWOLF shall provide proof of payment (if any). The Client may be asked to pay a specific retainer for major expenses.

Insofar as possible, the Client shall be encouraged to bear the expenses directly to the creditor.

## **D. FINAL PROVISIONS**

### Section 12. - Client information

DALDEWOLF shall give to the client any explanation that the latter wishes to receive concerning fees, costs and expenses, as well as on the terms of their intervention.

### Section 13. - Waiver of liability

DALDEWOLF's civil liability shall be limited to the amount covered by the insurance policy it has subscribed. Without any contractual engagement in this respect, the Client is informed that at present the insurance policy covers amounts up to EUR 10 million.

### Section 14. - Applicable law

Belgian law shall govern all relations between the parties.

### Section 15. - Jurisdiction

The parties may agree to use the mediation and conciliation procedures of the French-speaking Bar Association of Brussels or of the Dutch-speaking Bar Association of Brussels.

By mutual agreement, they may also prefer arbitration under the rules of the French-speaking Bar Association of Brussels or of the Dutch-speaking Bar Association of Brussels.

Failing such agreement, disputes shall be subject to the exclusive jurisdiction of the Brussels courts.