

GENERAL TERMS AND CONDITIONS HALABI & ASSOCIATES LAW FIRM

TABLE OF CONTENTS

1. OBJECT OF THE CONTRACT	P.3
2. MEETINGS – CONSULTATIONS	P.4
2.1. Rate	
2.2. Consultation methods	
2.3. Change or cancellation of an appointment	
2.4. Delays in scheduled appointments	
2.5. Walk-in at the office	
3. BEGINNING OF THE MISSION	P.5
4. EXCHANGE OF INFORMATION AT THE BEGINNING AND DURING THE PROCESS	P.5-6
5. CONFIDENTIALITY	P.7
6. THE OPERATIONAL RULES	P.7-8
6.1 Telephone contacts	P.8
6.2 E-mail exchanges	P.8
6.3 Replies to incoming mails	P.8
6.4-Transmission of documents and submission of files	P.9
7. FEES AND CHARGES - INVOICING CONDITIONS - TERMS OF PAYMENT - INDEXATION	P.9
7.1. Principles	
7.2. Invoicing conditions	P.10
a) Provision	
b) Statement of fees, costs and disbursements	
c) Flat-rate invoicing	
7.3 Indexation	P.11
7.4. Terms of payment	P.11
(a) Eligibility	
(b) Place of Payment and Means of Payment	
d) Late Payment	P.12
e) Periodic payments	

8. EXCEPTION OF NON-PERFORMANCE	P.12
9. ENGAGING THIRD PARTIES	P.13
10. DEBIT OF FEES FROM THIRD PARTY FUNDS	P.13-14
11. PREVENTION OF MONEY LAUNDERING AND FINANCING OF TERRORISM	P.14
12.LIMITATION OF LIABILITY	P.16
13. END OF COLLABORATION - PRESERVATION OF ARCHIVES - DESTRUCTION OF ARCHIVES	P.16
13.1. End of the contract	
13.2 Preservation of archives	
13.3. Request for mailing documents	P.17
14. APPLICABLE LAW - COMPETENT JURISDICTION	P.17
14.1 Applicable law	
14.2. Jurisdiction	

HALABI LAW FIRM – GENERAL TERMS AND CONDITIONS

1. OBJECT OF THE CONTRACT

1.1. The client entrusts the Lawyer to the defence of his interests as part of a mission of advice, of assistance, of negotiation, of defence or of representation in front of courts or authorities in front of which the client is summoned to appear.

The specific purpose of the lawyer's mission is defined depending on circumstances during the first meeting at the office which usually involves:

- the first meeting in order to determine which procedure has to be initiated advising the client on the most relevant procedure
- the analysis and the preparation of documents relating to proceedings (sending of a list of relevant documents, checking of the documents ...)
- the introduction of the procedure decided with the client (writing of emails, requests, legal submissions ...)
- eventually, acting for the client during hearings
- keeping the client updated about all information regarding the file and completing the file with any relevant evidence relating to its file, changing of situation ...
- following-up on the file to administrations and courts and, when required, contacting administrations and courts in order to obtain a decision

The lawyer informs when it is required the client if the case presents a particular feature concerning the exercise of the tasks as settled out by the Lawyer, in order to give to the client a clear picture of the mission of the Lawyer

Any changes of the mission on the ongoing cases must be provided with information beforehand and obtained with the express agreement of the client.

1.2. The mission of the lawyer includes all the relevant services provided useful to the defence of the interests of the client.

1.3 The lawyer acts with all due diligence, within legal rules as well as the rules of professional conduct and of courtesy particularly between lawyers.

2. MEETINGS - CONSULTATIONS

2.1. Rate

Each consultation with the Lawyer is charged and invoiced 125 euro, regardless the possibility to initiate one of several procedures and apart from the express agreement between the parties or within the framework of the legal aid of second line.

The consultations are mostly 30 minutes long.

2.2 Consultation methods

Consultations are held either at the office or remote consultation by phone or videoconference.

2.3. Change or cancellation of an appointment

Any change or cancellation of an appointment must always be requested at least 24 hours prior to your scheduled appointment and notably by one of the following means of communication:

- By mail: secretariat@avocat-halabi.com

- By telephone or SMS: (+32) 0472 82 27 92

In case of no-shows or cancellations the day of the appointment, the client is automatically liable to the payment of the consultation.

2.4. Delays in scheduled appointments

In case of delays in scheduled appointments due to the client, the time of the delay will be automatically deducted from the length of the appointment in order not to disrupt the settlement of the next consultations.

All late arrivals over 15 minutes will be automatically cancelled and will be automatically charged and invoiced to the client.

25. Walk-in at the office

Any person who walks-in at the office without prior appointment will not be able to meet-up one of our collaborators.

Any show-up at the Office must always be made by a prior appointment, including deposit or a withdrawal of documents.

Otherwise, a standard amount of 50 euro will be systematically charged and invoiced since the walk-in at the office slows-down the work and causes an additional workload.

3. BEGINNING OF THE MISSION

Unless otherwise decided by the lawyer and the client regarding to the delay of execution of the mission, this one begins when the client and the lawyer agreed about the purpose of mission, the financial terms and conditions, the application of these general terms and conditions, and as long as the first deposit requested is made by the client.

In case of the lawyer has to be involved before the prior agreement of the client, the general terms and conditions and the rates will be sent as soon as possible.

4. EXCHANGE OF INFORMATION AT THE BEGINNING AND DURING THE PROCESS

4.1. The lawyer has a mission of advice, assistance and advocacy.

Under any of these circumstances of mission, unless the lawyer is allowed by the client to skip this step, on the basis of the factual elements provided to him and the current state of Law, the various ways the case might be led to within the framework of a mission of assistance or/and advocacy.

The lawyer regularly keeps the client up-to-date with the conduct of the proceedings, the hearings dates and the documents and the pleas in law raised by the opposite side. In all circumstances, the lawyer finds the most useful and effective way in order to meet the interests of his client.

4.2. The client commits himself to inform spontaneously the lawyer, as completely as possible, about all the appropriate elements relating to the facts and relevant documents, related to the object of the mission of the lawyer.

This obligation to communicate all the relevant information and documents will continue throughout the execution of the mission, based on the evolution of the case. In that respect, the client commits himself to provide to the lawyer, forthwith, any new relevant document or information which he becomes aware and related to the case.

The client also commits himself to keep up-to-date the lawyer, of any substantial change regarding his personal situation, as well as a changing of contact details.

4.3. The lawyer will keep up-to-date the client with the evolution of his case.

When the lawyer takes action within the framework of a procedure, he will specify the conduct of the proceeding, he will indicate the hearing dates and all the relevant documents and the pleas in law raised by the opposite side.

If needed, the lawyer will draw up a brief report for the hearing as soon as possible.

When a decision is made, the lawyer send it to the client and fully informs him of the impact of it and of the possible exercise of the legal remedies.

4.4. In case of a lack of information or no communication of relevant documents, of submission inaccurate or incomplete information, in case of late submission of information or required documents, the debtor of the information is solely liable for the harmful consequences of this breach of the duty of information. The lawyer will be not held liable in case of a negative decision based on a change of the situation of the client for which the lawyer has not be advised and supported by relevant documents (ex: change of domicile, job, family or professional situation ...)

4.5. All the Information are given by the lawyer in writing, as far as possible **and exclusively by mail**. The information given over the telephone cannot, in any circumstances, be taken into consideration unless express agreement between the parties.

4.6. The lawyer is bound by an obligation of means and absolutely not bound by an obligation of result.

Also, in a number of asylum and immigration files in which the Belgian authorities has discretionary competence, the success cannot be guaranteed by the lawyer.

Regarding the accomplishment of the diligence and services within the scope of his duties, the lawyer undertakes to give its best endeavours, in accordance with the rules governing the activity, and to respect the deadlines, except in cases of force majeure or professional emergency.

This obligation is only an obligation of means.

5. CONFIDENTIALITY

Excluding from the correspondence of the lawyer acting as an agent, any correspondence sent to the client by the lawyer, to another lawyer or to authorities of the Bar association are usually confidential.

If by any chance the client has access to confidential correspondence, he commits to keep them confidential, not to send them to non-authorized persons and not to use them both within the scope of the professional relationship with the lawyer and outside this framework.

As the Lawyer is subject to a duty of confidentiality, **all the collected information will be kept strictly confidential.** For further information: <https://avocats.be>.

Your data will be handled according to the new regulation in force in Belgium, including of the General Data Protection Regulation 2016/679.

These data are collected in a strictly professional purpose and according to the legal requirements within the commitments of our activity (defence of your interests, invoicing, eventually the transmission of newsletters...). **Your personal data will never be passed on to third parties.**

In accordance with Law, you have the right to consult and, if necessary, to rectify your personal data. For further information: <https://www.autoriteprotectiondonnees.be>

6. THE OPERATIONAL RULES

The lawyer-client relationship is based on trust and mutual respect.

This respect and this trust apply to all collaborators at the firm, including the collaborator managing the secretariat.

In case the client shows an obvious lack of respect either for the collaborators or regarding the operational rules of the firm, this behaviour will lead to the break of the collaboration.

In such a case, the fees, expenses and disbursements have to be paid until the suspension, the breaking or the ending of the mission.

6.1 Telephone contacts

Phone calls are exclusively limited to schedule an appointment.

A consultation is still possible over the telephone but will be charged and invoiced at the same cost of an in-house consultation.

No information concerning the case is communicated by telephone.

6.2 E-mail exchanges

The follow-up of files, the information communicated by the client regarding any changing of his situation, any question relating to the file... has to be done exclusively done by e-mail in order in the interest of confidentiality and effectiveness.

However, the client will always have the possibility to communicate by e-mail in a reasonably and structured way.

As far as possible, any question and request will have to be sent in a one-time e-mail.

Any request relating to the follow-up of the file, the reminders will be exclusively made by e-mail but will be limited to what is basically necessary and will not exceed two e-mails per month, unless otherwise agreed according to the proceeding.

6.3 Replies to incoming mails

E-mails are processed within 48 - 72 hours business days.

Weekends and bank holidays are not included.

Furthermore, e-mails are processed according to the degree of urgency.

Considering the significant amount of e-mails that we receive every day and in order to enable us to work efficiently, we ask you as far as possible:

- to send us a one-time e-mail covering all your concerns
- not to send us reminders in case you have not received an answer before at least the expiration of 48 hours business days

- not to try to get in touch with the secretary by telephone before the delay of 72 hours business days in case we still have not answer your e-mail unless obvious emergency

- not to send us another e-mail after that 48 hours business day period

The excessive sending of e-mails or reminders which would slow-down the process files could be subject to additional fees.

6.4-Transmission of documents and submission of files

The submission of documents or submission of files could be done in three ways:

- the submission of file at the firm: we ask you to get in touch previously with the secretary by telephone 0472 82 27 92 in order to schedule a convenient day and time to submit the file

- by sending an e-mail at the following address eh@avocat-halabi.com: in case you prefer to send all the documents by email

- by regular post: please send us an e-mail before to send it in order to keep us informed

In case you choose to send an e-mail, we ask you, as long as possible, to send us all the scanned documents in PDF format in one or maximum two different e-mails. Otherwise, we ask you to give priority to the regular post.

Any submission of documents or files implying a numerous e-mails and/or documents requiring unacceptable download times would result in additional administrative cost (a standard amount of 50 euro), unless otherwise agreed.

7. FEES AND CHARGES - INVOICING CONDITIONS - TERMS OF PAYMENT - INDEXATION

7.1. Principles

At the beginning of his mission, the lawyer informs the client in a clear manner about the method of calculation of his fees and possible costs. If any disbursements are likely to be due in addition to the fees and costs (bailiff's fees, expert or translator's fees, court fees, etc.), the lawyer informs the client accordingly.

7.2. Invoicing conditions

a) Provision

Unless otherwise agreed, at the beginning of his mission and during the course of the mission, the lawyer will ask the client for payment of provisions to be credited against the fees, costs and disbursements, justifying them by the services performed.

In the event that, after having paid an advance and from the beginning of the first services by the lawyer, the client decides not to continue the proceedings, the advance paid remains due.

b) Statement of fees, costs and disbursements

The lawyer will request a fee based on the progress of the case for the services performed as well as the reimbursement of costs incurred and disbursements incurred, and in accordance with the terms and deadlines set out and agreed at the first meeting.

Previous provisions shall be deducted from the amount due. The statement of fees, costs and disbursements may include an additional provision for subsequent services and expenses.

c) Flat-rate invoicing

In the case of flat-rate billing, the package applies for the procedure initiated and until a final decision is taken.

Flat-rate invoicing only concerns the procedure and the administrative costs inherent to it. Consular fees, miscellaneous charges, translation, legalisation and other administrative costs or taxes are not included therein.

Similarly, consultations are not included in this lump sum: any additional consultation, whether at the office or remotely (telephone, video-conference, etc.) will be invoiced separately and will amount to 125 euros.

Follow-up and questions relating to the case should be sent to us exclusively by e-mail.

The sending of e-mails to obtain information on the file and its progress will not be subject to additional invoicing, unless this sending is abusive and does not exceed a reasonable limit (5 to 10 e-mails per duration of the procedure).

Any request for a telephone interview, even for a few minutes, will be billed at the rate of a consultation.

Any extraordinary service (physical accompaniment to a municipality, registration and making an online appointment at a visa centre, requests for certificates, sending e-mails to persons not involved in the case, etc.) will also be billed separately.

Finally, if the client submits an incomplete file and the procedure cannot be started directly for reasons attributable to the client (delay in the production of documents required for the submission of a request, etc.), additional fees will be invoiced if the file is not completed within one month of the submission of the first documents and the procedural act has already been drafted by the Firm at the client's request.

An additional fee of 500 euros will thus be charged.

7.3 Indexation

Regardless of the method of remuneration applied to the case, fees are indexed, within the limits authorized by law.

The indexation of the hourly rate is calculated on the basis of the consumer price index applicable in Belgium, during the month preceding the date of issue of the information sheet, which describes the indexation calculation formula.

7.4. Terms of payment

2. Eligibility

Unless otherwise stipulated on the provision request or statement of fees, costs and disbursements, provision request and statements of fees, as well as costs and disbursements are payable without deduction.

3. Place of Payment and Means of Payment

The provisions and statements of fees and disbursements are payable to the lawyer's office or to the lawyer's bank account.

4. Late Payment

Any amount charged to the client, which remains unpaid 15 working days after the due date agreed between the parties, shall bear interest at the legal rate as from the date of the formal notice.

d) Periodic payments

When the lawyer and the client have agreed that an amount charged to the client will be payable in instalments, the failure of the client to comply with a due date, after prior formal notice has remained without action for eight days, definitively and irrevocably entails the loss of the benefit of the terms and deadlines and the due date for the totality of the sums remaining due.

8. EXCEPTION OF NON-PERFORMANCE

8.1 If a sum charged to the client remains unpaid or if the lawyer does not receive information useful for the management of the case or if he does not receive the instructions he has requested, the lawyer shall have the right, subject to formal notice, to suspend or interrupt any services.

Likewise, in the event that the client does not react to the requests addressed to him by the lawyer within a time limit imposed by a legal procedure, an administration or a court, the lawyer will be obliged to inform the competent authority of his lack of instructions from the client on the last day of the time limit.

If the client's omission persists despite a reminder, the lawyer may terminate his intervention.

8.2. The lawyer shall not suspend or interrupt his intervention when a time limit for lodging an appeal is running, unless the client has not complied with his request for information and/or advance payment.

8.3. When the lawyer suspends or interrupts his intervention, he will draw the client's attention to the possible consequences of the suspension or termination of his intervention (e.g. an ongoing deadline).

The decision to suspend or interrupt the assignment shall be communicated within a sufficiently reasonable period of time to enable the client to remedy any such consequences.

8.4. Fees, costs and disbursements remain due to the lawyer until the suspension, interruption or termination of his mission.

9. ENGAGING THIRD PARTIES

9.1. Where the lawyer works in an association or grouping, the client is informed and agrees that the assignment is shared between the lawyers who are members of the partnership or grouping.

9.2. The lawyer is authorised to call upon lawyers from outside the firm, on his own responsibility, to carry out specific tasks of his mission. In this case, the client is clearly and beforehand informed of the role of this lawyer and the possible cost of his intervention.

9.3. The client agrees that the lawyer shall choose the bailiff or translator to be used, if necessary, for the execution of his mission. In this case, the client is clearly informed in advance of the role of this third party and the possible cost of his intervention.

9.4. With regard to the use of other third parties, such as specialised lawyers, notaries, experts, technical advisers or accountants, the choice of the third party will be made by the lawyer after prior consultation with the client. In this case, the lawyer will only make a commitment to these third parties after the client has agreed on the quality and the role of these third parties in the execution of the lawyer's mission and on the cost of these interventions.

Wherever possible a separate agreement will be concluded, either by the client directly with the third party or by the lawyer with the third party, and in that case after the client has given his express consent to such separate agreement.

8.5. The client undertakes to pay without delay the invoices addressed to him for the payment of the fees and costs of the third parties used by the lawyer in accordance with the preceding paragraphs.

10. DEBIT OF FEES FROM THIRD PARTY FUNDS

10.1. The lawyer is authorised to deduct from the sums he collects on behalf of the client any sum due to him as an advance, fees, costs and disbursements in the file concerned or any other file of the client for which he is responsible. The lawyer shall inform the client in advance and in writing of such deduction, attaching to the communication a copy of the request or requests for advances, statements of fees, costs and disbursements justifying such deduction.

10.2. Except with the express, written and prior agreement of the client, the lawyer will not deduct from the sums collected on behalf of the client when they concern alimony or other unseizable sums.

10.3. The lawyer's deduction of fees and costs is without prejudice to the client's right to contest the statements of services and costs presented by the lawyer, stating the reasons therefor, and to claim reimbursement of any amounts that may have been unduly withheld.

11. PREVENTION OF MONEY LAUNDERING AND FINANCING OF TERRORISM

11. 1. The lawyer shall comply with his legal obligations regarding the identification of the client or his principal. The latter undertakes to provide spontaneously all documents allowing the establishment of identity and authorises the lawyer to take copies of them. The obligations of the lawyer and the client derive from laws and regulations and in particular from the provisions of the Law of 18 September 2017 on the prevention of money laundering and terrorist financing, which applies in particular when the lawyer assists his client in the preparation of specific operations such as : assisting the client in the preparation or execution of operations such as the purchase or sale of real estate or commercial enterprises; management of securities funds or other assets belonging to the client or his principal; opening or management of bank, savings or portfolio accounts; organisation of contributions necessary for the constitution, management or direction of companies; constitution, management or direction of trusts, companies or similar structures or interventions in the name and on behalf of the client in all financial and real estate transactions. The information that must be required by a client's lawyer varies depending on whether the client is a natural person, a legal person or a mandatary. The client will inform the lawyer as soon as possible and spontaneously of any changes and provide him with proof of such changes.

11.2. When the nature of the case (as defined in point 10.1) or when the particular situations provided for by the aforementioned law of 18 September 2017 (country of origin, difficulties of identification, unusual relationship between the client and the lawyer or the nature of the operations, public or assimilated personality) impose on the lawyer an obligation of enhanced due diligence, the client undertakes to answer any question from the lawyer enabling him to comply with his legal obligations in terms of the fight against money laundering and terrorist financing.

11.3 When the lawyer assists the client in his defence in court or when assessing his legal position, the lawyer is bound by strict observance of professional secrecy. It is specified that the law requires the lawyer to inform the Chairman of the Bar as soon as he notes, outside his mission of legal defence or consultation relating to the analysis

of the client's legal situation, facts that he suspects to be linked to money laundering or terrorist financing. The Chairman of the Bar will, if necessary, transmit the suspicious transaction report to the Financial Intelligence Processing Unit (CTIF).

12.LIMITATION OF LIABILITY

12.1 If, in the course of carrying out the assignment specified in the information sheet or the letter of engagement, or in any other communication between the lawyer and the client, the lawyer commits a fault which causes damage to the client, the lawyer's obligation to remedy such damage is, by express agreement between the client and the lawyer, limited to the limit of the lawyer's professional liability insurance, namely, per claim, 1.250,000 € if the harmful event occurs before 1 January 2019, or 2,500,000 € if the harmful event occurs after this date.

12.2 The limitation of liability does not apply in the case of damage resulting for the client from gross negligence or fraud on the part of the lawyer.

12.3 The risk insured by this insurance policy is the professional civil liability, whether contractual or extra-contractual, which may be incumbent on the lawyer in respect of damage caused to third parties, resulting directly from errors of fact or law, negligence, omissions, oversights, delays, faults and inaccuracies (including failure to observe procedural deadlines and errors made in the transmission of funds) committed in the exercise of his insured professional activities.

The insured professional activity is that of a lawyer as defined by the Judicial Code (legal advice and defence and representation in court), by the ethics, customs and practices permitted under the regulations applicable to lawyers. A "third party" within the meaning of the insurance policy is notably the lawyer's client. This time the insurance also covers, as a complementary guarantee, the liability that the lawyer may incur in relation to property entrusted to him, the costs of reconstituting files, the costs of reconstructing acts. The lawyer's professional civil liability is not covered by this insurance policy, mainly for damage or liability resulting from operations outside the lawyer's professional activities, or damage resulting from facts of which the lawyer was aware when the insurance contract took effect (January 1, 2019) and which could lead to the application of the insurer's guarantee.

Furthermore, the lawyer's professional indemnity insurance cover is not acquired if he commits gross negligence, defined mainly as any breach of laws, rules, safety standards, regulation or usage specific to his activity and for which any person familiar with the matter must be aware that it almost inevitably causes damage.

Insurance cover is also not acquired by the lawyer when he accepts an assignment for which he had to be aware that he does not have the necessary competence, technical knowledge and human and material resources to carry out that assignment.

12.4 Where the assignment entrusted to the lawyer involves either a specific and significant risk or an exclusion or risk of disqualification, the lawyer shall inform the client in advance.

13. END OF COLLABORATION - PRESERVATION OF ARCHIVES - DESTRUCTION OF ARCHIVES

13.1. End of the contract

The client may terminate the lawyer's assignment at any time by informing him/her in writing. However, where the lawyer's assignment is part of a subscription, or a regular succession of files, the lawyer may negotiate with the client a period of notice or compensation.

At the first request of the client, the lawyer makes the documents in his file available to the client or to the lawyer designated by the client.

The lawyer may also terminate the contract at any time by informing the client in writing. When circumstances so require, the lawyer will, on the one hand, take the necessary precautionary measures and, on the other hand, will ensure that the client is given a reasonable period of time to organise his defence.

13.2 Preservation of archives

The lawyer keeps the archives of the file entrusted by the client for a period of five years from the date on which:

- the client has terminated the lawyer's involvement;
- the lawyer ended his intervention;
- the case is closed by the completion of the mission entrusted to the lawyer.

Such storage shall cover correspondence and the main procedural documents, as well as the substantive documents which have been entrusted to the lawyer in original form, without prejudice to the lawyer's right to return such original documents to the client.

For files subject to the Act of 18 September 2017 on the prevention of money laundering and terrorist financing, the retention period for archives relating to client identification shall be extended to ten years.

At the end of the five- or ten-year period, the lawyer may destroy all the documents in the file, without exception, after informing the client in writing and giving him a reasonable period of time to recover the documents. It is therefore up to the client, if he so wishes, to ask the lawyer before the expiry of the five- or ten-year period to return all or part of the documents in the file.

The documents are returned to the lawyer's office.

13.3. 13.3. If the client asks for the documents in his file to be sent to him, this will be done at the client's expense. The lawyer may require prior payment of the costs before returning the documents to the client. If payment of the fee for the return of the documents is not made within one month of the request for payment of the fee, the client will be presumed to have waived the return of the documents, of which the lawyer will notify the client in writing with a notice period of eight working days.

14. APPLICABLE LAW - COMPETENT JURISDICTION

14.1 Applicable law

Belgian law applies to the contractual relationship between lawyer and client. If the lawyer's client is a consumer domiciled outside Belgium, the law of the country of residence of that client applies, without prejudice to the right of the lawyer to agree by special agreement with his client on the application of Belgian law.

14.2. Jurisdiction

If the dispute between the client and the lawyer has not been resolved either by conciliation, a conciliator or an arbitrator, the courts of the judicial order in whose jurisdiction the lawyer's office is located shall have sole jurisdiction.

If the lawyer's client is entitled to the benefit of a special jurisdiction by virtue of the applicable legal provisions, these provisions shall apply, without prejudice to the right of the lawyer to agree by special agreement with his client on the jurisdiction of the courts within whose jurisdiction the law firm is located.