CARNOY
AVOCATS

# Our general conditions

## 1. Introduction

The following forthcoming form the contractual framework that governs the relationships we forge with our clients.

They exclude all other conditions, in particular the purchasing conditions of customers.

This is why we ask our clients to carefully read this text and to refer to it throughout our relations.

These conditions can be adapted and evolve ; we ask our customers to consult them regularly.

## 2. Warning to our customers who use our services outside of their professional activities

The pages you will read here inform you of the terms of our legal and judicial services contract.

We do not practice the conclusion of distance or off-premises contracts. We ask the customer to visit us and the contract will only be operational at this time, even if contact is made by electronic communication or by telephone.

Therefore, the customer does not have the right of withdrawal. However, no compensation is claimed from the customer if he decides not to continue with the mission he has entrusted to us, except in the case of a subscription.

Our consumer clients (not acting for professional purposes) should know that the Code of Economic Law (Book XIV) regulates the conditions of our professional relationship with them.

Article XIV-18, § 2, provides that the contract will be interpreted in particular on the basis of professional practices directly related to the contract, that is to say our ethics.

Law firms are prohibited by law from entering into contracts or arrangements containing unfair terms with its non-professional clients.

But the contract remains binding on the parties if it can survive without the abusive terms.

An abusive term is a condition which has not been individually negotiated and which creates a significant imbalance between the rights and obligations of the parties to the client's detriment.

For this reason, at the start of our contractual relationship, we ask our retail clients individually to approve our terms, and to expressly agree with us.

Note also that the abusiveness of a contractual clause does not relate either to the definition of the main object of the contract, or to the adequacy between the price and the services to be provided, provided of course that the contract is drafted in such a way. clear and understandable.

Indeed, the law requires us to set our conditions of service in a clear and understandable way. In case of doubt, the interpretation most favorable to the customer prevails.

The following clauses are deemed to be abusive:

- That which inappropriately limits the legal rights of the client if the lawyer does not perform the service
- That which allows the lawyer to withhold sums paid by the client when the latter renounces the service if the reciprocal does not exist
- That which imposes on the client who does not fulfill his obligations a disproportionately high amount of compensation
- That which authorizes the lawyer to terminate the contract in a discretionary manner if the reciprocal does not exist in favor of the client
- That which authorizes the lawyer to end without reasonable notice a relationship of indefinite duration with the client
- That which establishes in an irrefutable manner the adhesion of the customer to clauses of which he did not have, indeed, the opportunity to become acquainted with before the conclusion of the contract
- That which authorizes the lawyer to unilaterally modify the terms of the contract without a valid reason specified in the contract

- That which allows an increase in the tariff of fees without allowing the customer to give up the service
- That which restricts the lawyer's obligation to respect the commitments made by his agents
- The one that would require the client to make payments without forcing the lawyer to provide his services
- That which authorizes the lawyer to transfer his mission to a third party when this can reduce the guarantees of the client. Lastly, which requires the client to resort exclusively to an arbitration court not covered by legal provisions, by worsening the system of proof to the detriment of the client.

## 3. Discipline

The Brussels Bar is made up of two orders: the French Order of the Brussels Bar (FGOB) (www.barreaudebruxelles.be) and the Nederlandse Orde van advocaten te Brussel (www.baliebrussel.be).

The firm is subject to the discipline of the French Order of the Brussels Bar. In addition, we are subject to the regulations and recommendations of the Order of French-speaking and German-speaking Bars (www.avocat.be).

In accordance with the regulation of November 4, 2003 of the French Order of the Brussels Bar, we warn our clients that an ombudsman has been set up with this order.

Its mission is to receive, examine and process all complaints from litigants following decisions taken by the President of the Bar or by the Order in the context of disputes between them and their lawyer.

The ombudsman performs his duties independently and is bound by professional secrecy.

Address: Ombudsman of the Bar Association of the Brussels Bar, Palais de justice, 1000 Brussels.

## 4. Fees

The FGOB regulations of November 27, 2004, following the recommendations of January 12 and February 2, 2004, specify the information to be provided by the lawyer to its clients in terms of fees, costs and disbursements (art. 5.20 of the Code of ethics).

Except with the agreement of our clients, we do not change the method of calculating fees, costs and disbursements during the processing of the file. On the other hand, it is possible that the hourly rates are adapted and come into effect immediately.

We invite our customers to regularly consult our site for our prices.

-> Orientation Consultation:

We can give - by videoconference or in our offices - a so-called orientation consultation at a flat rate of 75 € excluding VAT. The purpose of this consultation is to provide the client with an overview of the legal aspects of their problem and to explain to them what should be done. We try on this occasion to give the client an estimate of the costs to be expected for his case.

If the examination of documents provided by the client or legal research is necessary before the consultation, the flat rate is then €100 excluding VAT.

We draw your attention that, if the consultation exceeds 45 minutes or if the client wishes to entrust us with his file and asks us to deepen the questions he submits to us, the hourly rate applies. The fees are then calculated on the basis of the rates set out below.

The firm's fees are established on the basis of an hourly rate which may vary according to the urgency of the file and the client's profile.

If the file must be treated urgently, the rate may be increased by 25%.

The hourly rates charged by the firm are as follows (amounts excluding VAT):

Client Profile:

Individuals, VSEs and SMEs

| | |
|---|---|
| Associate senior | 185 € / h |
| Associate | 175 € / h |
| Employee | 165 € / h |

Authorities

| | |
|---|---|
| Partner | 100 € / h |

| | |
|---|---|
| Employee | 100 € / h |

Large companies

| | |
|---|---|
| Partner | 195 € / h |
| Employee | 175 € / h |

The rate is the same for senior and junior lawyers. This is an average rate applicable to all our lawyers. The reason is that the work of the juniors is suggested, proofread and adapted by a senior without the totality of this work causing an additional cost. In addition, the working hours due to training or learning on a file are not billed.

The firm grants preferential rates according to the length of the relationship and the business contribution guaranteed by the client.

We invite our clients to consult with us on this matter.

The fee rate is not modified during the assignment without the client's agreement, but it may be subject to indexation.

The firm reserves the right to use collaborators in the processing of assignments.

Depending on the result obtained, we may claim a *success fee* in addition to the fees determined by application of the hourly rate, this provision constituting the agreement provided for in article 5.22, §4, al. 3 of the Code of ethics.

The result fee is determined according to the following criteria: the complexity of the question submitted, the importance of the cause, the nature of the duties to be performed, the chances of recovering the amounts requested and essentially the result obtained.

The *success fee* is acquired after the exhaustion of ordinary remedies. In the event of a cassation, the result is considered to have been achieved and the fees remain due. The mission will continue tacitly, on the same bases.

The other methods of remuneration practiced are as follows:

- Subscription agreement with fixed fees, or decreasing according to the volume of business
- Agreement for the provision of one of our lawyers within the company
- Flat rate per determined transaction

- Flat rate by application of a percentage per tranche for recoveries of uncontested debts

Our clients are invited to negotiate with us the method of remuneration best suited to the mission and the relationships to be defined between us.

Our clients who want a quote are also invited to discuss with us to define the services envisaged and the foreseeable duration of the mission. Otherwise, the hourly rate will be applied.

## 5. Procedural indemnity

In legal proceedings, the unsuccessful party must pay the other party procedural compensation, in accordance with article 1022 of the Judicial Code. This compensation represents a legal and lump sum contribution to the legal costs of the party who wins the case.

The amount of the procedural indemnity is determined according to a scale set by the Royal Decree of October 26, 2007. The amount changes according to the stakes of the litigation that can be assessed in money.

Each bracket of the scale contains a basic amount, generally applied, a minimum and a maximum. The judge sets the indemnity as a minimum or as a maximum depending on contingencies specific to the case such as its complexity, the financial capacity of the unsuccessful party, the existence of contractual indemnities and the manifestly unreasonable nature of the situation.

When the stake of the dispute can not be evaluated by money, court costs vary between € 1,440 and € 12,000 (indexed on 1 st June 2016).

Since March 1 , 2014, the Council of State can also grant procedural compensation to the party who succeeds in the administrative dispute (Royal Decree of March 29, 2014). The basic amount of this compensation is 700 €. The minimum is € 140 and the maximum is € 1,400. If the dispute relates to a public contract, the maximum amount can be doubled.

The Council of State determines the compensation according to the financial capacity of the unsuccessful party, the complexity of the case or the manifestly unreasonable nature of the situation.

The compensation is increased by 20% when the action for annulment is accompanied by a request for suspension or provisional measures and when the request for suspension or provisional measure is introduced under the benefit of extreme urgency and is accompanied by an action for annulment.

We draw the attention of our clients to the fact that the legal flat rate for procedural compensation does not generally cover the actual cost of the fees.

## 6. The repeatability of technical consultancy fees

It results from a judgment of the Court of Cassation of September 2, 2004 that the costs of technical advice can constitute an element of the repairable damage in the event of contractual responsibility, insofar as they are necessary in order to allow the litigant to obtain compensation. of his prejudice. This is also valid in extra-contractual matters.

The recommendation of October 26, 2004 from the Brussels Bar Association recommends that lawyers notify their clients of this case law.

However, the cost of technical advice must be advanced by the customer. The same applies to the costs of the expert appointed by the court at the request of the client.

## 7. Costs and disbursements

The costs incurred by the file are as follows:

- File opening costs covering the stationery costs of the file, conservation, storage, archiving and destruction
- Typing, postage, private mail, registered mail and electronic subscription costs for email
- Copy and fax costs, plan duplication and cloud archiving
- Travel costs by car in the Brussels-Capital Region (outside Brussels, the costs are 0.40 € / km)
- Telephone, Internet search and database subscription costs

These costs are included in our fees if the client has agreed to the essentially electronic communication. Otherwise, these costs are charged as a percentage of the fees, i.e. 5%, plus VAT.

Disbursements are re-invoiced at cost price, namely travel by train or plane, bailiff fees, expert fees, the cost of external collaborators, registry fees, translation costs, etc.

The attention of our customers is drawn to the fact that, since the laws of April 28 and June 11, 2015, the role rights are proportional to the size of the request, which has caused a significant increase in the cost of bringing a case to court, or an appeal. The Constitutional Court annulled the law of April 28, 2015, but maintaining its effects (judgment n ° 13/2017 of

February 9, 2017). The legislator must modify this regime by August 31, 2017 at the latest.

In the meantime, our clients should be aware that role fees are high and need to be provisioned to bring an action or appeal. We reserve the right to suspend these procedures as long as these costs are not provisioned.

## 8. Intervention of third parties

A regulation of January 7, 1971 of the National Order of Advocates of Belgium provides that the lawyer is financially responsible towards the third parties that he chooses (correspondent, bailiff, expert, etc.) for the duties that he has to them. request, unless he has warned them in advance and in writing that these costs should be claimed directly from the customer.

A judgment of the Court of Cassation of March 25, 2004 imposes the same obligation on lawyers with regard to bailiffs.

This is why, in our relationship with our clients, it must be understood that the firm can contract with third parties whenever the mission requires it, and that the clients will contribute to the resulting costs, to our good and entire discharge and at first request.

As a rule, these are costs relating to the intervention of the following providers:

- Corresponding lawyers in other districts or abroad
- Translators, technical advisers and experts
- Judicial officers
- External collaborators
- Notaries, accountants and company auditors in their usual missions

It is agreed that the firm will seek the prior authorization of the client when possible, except in an emergency or when the intervention of a third party is customary.

The firm will justify the use of the third party concerned and undertakes to use only quality service providers.

A cost estimate will be given on first request, for information purposes only.

When the customer is notified of the use of a third party service provider and that this third party will directly claim the costs of his intervention, it is also agreed that the customer will immediately honor these costs.

Otherwise, the cabinet may suspend its intervention, apart from emergency measures.

## 9. Billing

Each service performed is recorded in the customer's electronic file, per unit of minutes or per package or according to the scale of fees, costs and disbursements.

The recording is accompanied by the indication of the date, the service provider and the description of the service.

The statement of recordings is attached to the invoice and allows the customer to understand and control the cost of our intervention in his favor.

The benefit statement can be viewed online by the customer on the site www.MyPrest.com . The customer receives an identifier and a password which gives him online access, in real time, at any time, to the statement of services.

This statement constitutes effective proof in tax and accounting matters. It will prevail between the parties.

Finally, the chronological record of services allows the client to follow the progress of his case and to carry out the work of his lawyer.

Due to the detailed, precise and transparent nature of the description of the invoiced operations, and its immediate online access, we ask our customers to submit any protests or requests for explanation within a reasonable period of time, i.e. *7 days* from the date of receipt of the invoice.

After this period, the customer's complaint will no longer be admissible and the invoice will be definitively due.

In principle, the rate of invoicing is monthly, if the amounts recorded are sufficient. The objective is to allow the client to spread his legal costs over the actual duration of the assignment.

It is also a question of allowing the customer to measure at any time the consistency of his expenses with his objectives and with the stakes of the file at his discretion.

## 10. Provisions

With the agreement of the client or at his request, a provision on costs and fees may be requested.

As a rule, the provision is determined in consideration of a forecast of one month of service.

## 11. VAT

Since January 1 , 2014, the services of Belgian lawyers have been considered as services in the field of VAT, not exempt (article 44, § 1, 1 ° of the VAT Code).

The VAT rate is 21%. The tax is recoverable by taxable persons who allocate our services to an activity subject to the tax (art. 45, § 1).

For the attention of our clients' accountants, we specify the following:

Services for which the place of taxation is Belgium (articles 21 and 21 *bis* of the VAT Code) are subject to Belgian VAT, that is to say:

- B2B or B2C services provided to customers established in Belgium
- B2C services provided to clients established outside Belgium, but in the EU.

Services for which the place of taxation is located outside Belgium (articles 21 and 21 *bis* CTVA) are not subject to Belgian VAT , that is to say:

- B2B or B2C services provided to clients established outside the EU
- B2B services provided to taxable customers established outside Belgium but in the EU
- services provided for the benefit of a permanent establishment located outside Belgium of a customer established in Belgium

For lawyers who practice real estate law, there is an exception to the general rules applicable to the services of lawyers.

This is the specific location rule for services directly linked to a building, whether the services are provided to a taxable customer or not (Articles 21, § 3, 1 °, and 21 *bis* , § 2, 1 °, of the VAT Code).

According to the aforementioned provisions, when the lawyer intervenes in the drafting of an agreement which concerns exclusively the transfer of immovable property or the constitution, assignment or retrocession of a real right relating to immovable property, the lawyer's service is deemed to take place at the place where the immovable property is located.

The services in question are services which have a sufficiently direct link with immovable property (TVA Manual, No. 69, p. 130).

Council Implementing Regulation (EU) No 1042/2013 of October 7, 2013 amending Implementing Regulation (EU) No 282/2011 as regards the place of provision of services will apply from January 1 , 2017. Here is what he defines in terms of legal services:

"1. Services relating to immovable property, within the meaning of Article 47 of Directive 2006/112 / EC, only include services with a sufficiently direct link with the property concerned. The services are considered to have a sufficiently direct link with immovable property in the following cases :

1. a) when they are derived from immovable property, that such immovable property is a constituent element of the service and that it is central and essential for the services provided;

1. b) when they are supplied or intended for immovable property and their purpose is to modify the legal status or the physical characteristics of such property.

1. Paragraph 1 covers in particular:

(...)

1. q) legal services relating to the transfer of a title to real property, to the granting or transfer of certain rights over immovable property or real property rights (whether or not they are assimilated to tangible property), such as notarial acts, or to the establishment of a contract for the sale or purchase of real estate, even if the main transaction resulting in the modification of the legal status of said goods is not completed.

1. Paragraph 1 does not cover :

(...)

1. (h) legal services relating to contracts, other than those referred to in paragraph 2 (q), including advice given on the

terms of a contract for the transfer of immovable property, or the execution of such contract, or aimed at proving the existence of such a contract, when these services are not specific to the transfer of title to property. "

Also, when the service is linked to a building located in Belgium, it is then located at the location of the building and Belgian VAT is due, even if the B2B or B2C services are provided to customers established outside the Kingdom. (point 52 of AGFisc Administrative Circular n ° 47/2013, ET 124.411, of November 20, 2013).

If the building is located outside the EU, there is in principle no VAT obligation for a lawyer established in Belgium (FAQ lawyer.be, p. 6).

If the building is located in another Member State, and the customer is also established in the same Member State as the building, it must be checked whether the VAT legislation of that Member State provides for the application of the co-contractor rule for services linked to a building. This rule only applies automatically for services between taxable persons located on the basis of the general rule in the country of establishment of the lessee, which is not the case for activities linked to a building.

If the VAT legislation of the Member State where the property is located does not provide for the application of the co-contractor rule in this case, the lawyer must register in this Member State in order to be able to apply the local VAT on his bill.

In any case, if the client, the lawyer and the building are located in three different Member States, the lawyer will have no other possibility than to identify himself in the Member State in which the building is located.

## 12. Method of payment

Our invoices are payable by transfer to our bank account n ° BE41 7360 3367 3010 lodged with the KBC Brussels bank located at avenue Louise, 525 in 1050 Brussels.

We ask our customers not to make cash payments.

Our clients are advised that lawyers must comply with certain obligations in connection with the payment of fees (regulation of 11 June 2001).

We cannot accept a service or a good of the customer in payment of our invoices.

It is forbidden for a lawyer to accept in payment shares or options on shares of companies of which he is the adviser.

We cannot participate in an exchange system organized between different providers of goods and services (bartering).

## 13. Payment terms

With regard to our professional customers, our payment terms comply with the law of August 2, 2002 on the fight against late payment in commercial transactions.

This law transposes the European directive 2000/35 / CE, so that its principles are common to the European States.

When the invoice relates to many services or spread over time, the duty of delicacy requires the lawyer to leave sufficient time for its client to take cognizance of it (article 2 of the regulation of 11 June 2001).

This is why, in accordance with the law of August 2, 2002 and unless otherwise agreed, any payment must be made within 30 days from the day following receipt of our invoices.

The invoice bears interest, as of the following day, automatically and without prior notice, at the rate set in accordance with article 5 of the law of August 2, 2002 (For the first half of 2020, the legal interest rate applicable in the event of late payment in commercial transactions amounts to 8.0% (notice published in the Belgian Official Gazette of 06/02/2020)

In addition, without prejudice to the reimbursement of legal costs in accordance with Article 1017 of the Judicial Code, we seek reasonable compensation for all relevant collection costs incurred as a result of late payment.

In accordance with the case law in force in Brussels, this compensation corresponds to 10% of the amount to be recovered, without being able to be less than € 50 or more than € 1,000.

These limits are requested in consideration of the fact that the management of a recovery generates fixed costs and requires procedures which do not vary appreciably according to the size of the disputed amount.

To determine this compensation, we exclude the procedural compensation and we justify the recovery costs in compliance with the principles of transparency and proportionality with our debt.

For the public authorities, if the general rules of execution in the matter of public contracts are not applicable, the interest is also fixed in accordance

with article 5, paragraph 2, of the law of August 2, 2002 concerning the fight against the delay. payment in commercial transactions.

Otherwise, interest is due in accordance with article 69 of the Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts and public works concessions.

Regarding clients who use our services outside of their professional activities, we ask for the application of the rules in use in civil matters.

This is the default interest at the legal rate according to article 1907 of the Civil Code, from the date of the summons to pay (art. 1053 of the Civil Code). For the year 2020, the legal interest rate is 1.75%.

The same provision applies to amounts owed by the firm to the client, except for amounts credited to the carpa account.

The first reminder constitutes a summons to pay.

Failure to pay also generates the following consequences without warning or delay:

- Services, even urgent ones, will be suspended
- Any other amount due will become due
- The guarantee attached to our services is suspended

## 14. Dispute over fees and expenses

The regulation of October 28, 2003 and the regulation of the OBFG of February 13, 2006 require lawyers to provide clients with information on disputes over fees.

The council of the French Order of Lawyers of the Brussels Bar provides for a conciliation or prior opinion procedure.

Our clients are informed of the possibility of resorting to a conciliation or prior opinion procedure in the event of a dispute over fees and costs. This procedure is mandatory for lawyers if requested by the client.

The opinion of the Bar Council is limited to examining the compliance of fees with the criteria of fair moderation referred to in article 459 of the Judicial Code.

To this end, the Bar Council has regard, in particular, to the financial and moral importance of the cause, to the nature and extent of the work accomplished, to the result obtained, to the notoriety of the lawyer, to the financial capacity of the client.

The Bar Council decides neither on disputes relating to the possible questioning of the lawyer's liability nor on proof difficulties.

In the absence of an agreement, our clients are informed that there are procedures for settling disputes (mediation, arbitration, legal proceedings).

In the event of legal proceedings, the court normally seeks the opinion of the Bar Council, and the dispute is heard on both sides.

As said above, the competence of the advice of the Bar Council given to the court is limited to the assessment of the respect, by the lawyer, of the legal criterion of fair moderation.

Article 5.34 of the Code of ethics for lawyers confirms this principle. According to this provision, the Bar Council *"does not rule on disputes relating to the possible questioning of the lawyer's liability or on evidentiary difficulties".*

Therefore, outside the competence of the Bar Council, the complaints raised by the client on the validity of a fee agreement or on the existence, alleged or supposed, of previous payments and on the assessment of the complaints on the lawyer's work or the result of that work.

*"The Bar Council fulfills a function of general interest and determines whether the fees are set with fair moderation, so that it does not take into account (...) any agreements or conventions between the lawyer and its client , (...) Without prejudice to the right for the party to have recourse to justice or to an arbitrator "* (Cass., 24 mas 2016, *JLMB* ., 2016/22 p. 2043; Civ., Liège, 23 January 2014, *JLMB* . , 2015/31, p. 1451; opinion on fees 122670, June 20, 2017).

Nor is the Bar Council competent to rule on the accessories of the debt invoked by a lawyer, and in particular interest and recovery costs.

## 15. Guarantee

The firm undertakes to deploy its best efforts to carry out the mission entrusted to it by its client with diligence and according to the standards of the profession.

We undertake to give the client, at his request, an objective opinion independent of any consideration other than the client's interest, on the probabilities of success, the arguments, the costs, the disadvantages and the duration of the mission.

The company assumes the contractual liability of its lawyers and employees. Regarding the third parties to which it uses, it assumes the

responsibility related to the choice of the service provider but it does not assume the proper execution of the service.

In general and with the exception of procedural delays, the obligations in question are considered to be obligations of means. However, when the mission concerns an act to be performed urgently given the timeframe, our obligation remains of means.

The company will be released from any liability when the customer fails to comply with one of its obligations towards it, or in the event of force majeure.

By force majeure, we mean any unknown or unforeseeable event that makes the company's mission significantly more difficult. In this case, the assignment is suspended and the parties undertake to redefine the terms of the assignment, failing which the contract will be dissolved.

## 16. Liability

The professional civil liability of our lawyers is covered by insurance taken out by the French-speaking and German-speaking Bar Association of Belgium.

This font is numbered 45.118.401. It is concluded with the Ethias mutual insurance association, approved under number 165, having its registered office at rue des Croisiers 24 in 4000 Liège.

According to article 150 of the law of April 4, 2014, the insurance gives rise to the benefit of the injured party a specific right against the insurer and a privilege against the creditors of the responsible insured.

This means that the indemnity owed by the insurer is acquired to the injured third party, to the exclusion of the other creditors of the insured lawyer.

The lawyer must declare within 30 days any event calling into question his responsibility, or likely to give rise to this questioning.

Since January 1, 2019, the professional civil liability insurance cover for lawyers has been increased to € 2,500,000.00 per claim. The excess is € 2,500.00 per claim, it being understood that the insurer compensates the injured party without deduction of this excess and then recovers it at the expense of the insured.

When the necessities of the cause so require, we invite our clients to agree with us on a possible additional coverage of our liability, the costs of which are then borne by the client.

As authorized by the regulations of June 20, 2000, our liability is limited to the intervention of the insurer and to the amount of insurance cover from which we benefit. Our liability is conditional on the intervention of the insurance.

This provision is regarded as essential in our professional relationship with our clients.

This is valid for our liability in the broad sense, whether contractual or extra-contractual, in the event of cumulative or concurrent liability, and even towards third parties.

The Order to which we belong has also taken out indelicacy insurance guaranteeing, under certain conditions, the reimbursement of funds embezzled by a lawyer as a result of indelicacy committed in the exercise of his profession.

The amount of this guarantee is capped at € 50,000 per claim and € 250,000 per unscrupulous lawyer.

## 17. Money laundering

Article 4 of the OBFG Rules of November 14, 2011 requires us to draw the attention of our clients to the obligations weighing on lawyers (art. 3, 5 °, of the law of January 11, 1993) by in the fight against money laundering and the financing of terrorism.

The lawyer responsible in this matter is, within the meaning of article 18 of the law of January 11, 1993, Me Gilles Carnoy.

These obligations are essentially common to European countries, the Belgian law of January 11, 1993 and its amendments transposing directives 2001/97 / EC, 2005/60 / and 2006/70 / EC.

In general, within the framework of the application of the law, we must identify clients with precision and, in certain circumstances, report them to our President of the Bar, who must, if necessary, report them to the competent authorities (CTIF).

The money laundering provisions apply when we assist our clients in the preparation or performance of:

- The purchase or sale of real estate or commercial enterprises
- The management of funds, securities or other assets belonging to the client
- The opening or management of bank or savings accounts or portfolios

- The organization of the contributions necessary for the constitution, management or management of firms
- The constitution, management or management of trusts, firms or similar structures
- And when we act as our clients' agent in any financial or real estate transaction

In this context, we must identify our clients and their agents and take copies of identity documents when it comes to establishing a business relationship that will make the client a regular client.

The same applies when the client wishes to achieve:

- An operation of at least 10,000 € in one or more parts
- An operation of less than € 10,000 for which there is suspicion of money laundering or terrorist financing
- A transfer of funds

Lawyers should likewise identify the client company and, if necessary, the actual economic beneficiary of the transaction when they have doubts as to the veracity or accuracy of the client's identification data.

We are not bound by these obligations when it comes to assessing the legal situation of the client or when we exercise a mission of defense or representation of the client in the context of legal proceedings, including advice in the perspective of such a procedure and in particular how to initiate or avoid a procedure.

The identification obligation also covers the directors of client companies and trusts and the powers to bind these companies or trusts, as well as the object and nature of the business relationship.

If we find that we cannot fulfill our duty of care in accordance with the foregoing, we can no longer enter or maintain a business relationship, or carry out a transaction for the client.

The copy of the documents establishing the identification must be kept for 5 years after the termination of the business relationship.

In addition to the identification obligation, the law requires lawyers to exercise constant vigilance with regard to the business relationship with the client.

The lawyer must pay close attention to the transactions carried out to ensure that they are consistent with their knowledge of their client, their

business activities, their risk profile and, when necessary. , the origin of the funds.

Article 8, § 3, of the law requires our customers to provide us with useful information enabling us to exercise our identification and vigilance obligations.

We ask our customers to inform us in advance and completely about:

- Full identification data of the company and its managers,
- Where applicable, the shareholders (with the level of participation) or the actual economic beneficiaries of the company or of its acts,
- The purposes and economic issues of the planned operations.

The identification formality is supplemented by a legal obligation of denunciation weighing on our profession.

Indeed, when in the exercise of the activities referred to above, we notice facts which give rise to suspicion or which are known to constitute money laundering or the financing of terrorism, we must immediately inform the President of the Order of lawyers.

This advises and if necessary informs the Financial Information Processing Unit (CTIF).

An exception is made to this obligation of denunciation when the information has been received from the client during the assessment of the legal situation of tits client (legal notice) or in the exercise of the defense mission in legal proceedings, including for advice on how to initiate or avoid proceedings.

Our duty of vigilance also applies in the event of suspicion that a fact or an operation is likely to be linked to money laundering resulting from serious tax fraud.

Our clients should know that in the event of a suspicious transaction report to the President of the Bar, we cannot inform the client of our approach.

Also, in this case, we reserve the right to implement the ethical exception clause with the effect that we will withdraw from the mission without giving the reason for this decision.

When we succeed in dissuading the client from carrying out a transaction liable to give rise to a declaration of suspicion, we do not have to make a declaration to the chairman.

The obligation to report no longer weighs on members of our staff (law of January 18, 2010).

However, in accordance with article 17 of the law, our staff and collaborators have been made aware of the obligations incumbent on lawyers.

## 18. Notice to our U.S. customers

Carnoy Lawfirm is committed to conducting its business ethically and in compliance with all applicable laws and regulations, including the US Foreign Corrupt Practices Act (FCPA).

Carnoy Lawfirm strictly prohibits bribery or other improper payments in any of its business operations. This prohibition applies to all business activities, anywhere in the world, whether they involve government officials or are wholly commercial.

## 19. Ethical exception clause

We refuse our intervention or our assistance, in advice, in representation, in action or in defense, in operations violating the ethical principles of the business world or of life in society.

We reserve the right to terminate our intervention, at any time and without notice or compensation, when it appears that our opinions or our actions serve or must serve, even indirectly, an operation:

- Violating a law of public order,
- Fraudging the Treasury (tax avoidance is not fraud),
- Constituting an offense under Belgian or foreign law,
- Malicious towards third parties.

The recommendation of 22 June 2004 of the Council of the Bar of the Brussels Bar on the duty of loyalty of the lawyer, in particular prohibits the lawyer:

- To conclude or to plead against facts of which he is aware
- To advise its client about illegal behavior
- To report on a document that has been received by mistake or illegally
- Record a phone conversation
- To attend a meeting with its client without having previously notified his presence

- To support a thesis contrary to the content of a confidential document,
- To summon a party to his office without his lawyer and have him sign an acknowledgment.

In our professional practice, we scrupulously respect these rules. We refuse any assignment from our clients which would lead us to disregard this principle.

## 20. Termination of relations

At any time our customers can end their relations with us, without notice or compensation.

This rule stems from the liberal nature of the activity of a lawyer and from its *intuitu personae* or at least *intuitu firmae nature* and from the trust which must govern our relations with our clients.

In Belgium, lawyers enjoy the (relative) monopoly of pleading (art. 440 of the Judicial Code); in return for this monopoly, they cannot exercise their activities for the sole purpose of profit.

This is the origin of the liberal character of the legal profession.

The result in particular is that clients remain free to change lawyers at any time, without having to justify themselves or to observe prior notice or even to compensate the firm for the termination of the relationship.

## 21. Legal watch

We ensure our own legal watch, which means that we follow all legislative, jurisprudential and doctrinal developments in the matters we practice.

Unless an express request is the subject of an estimate, we do not spontaneously deliver the legal information specific to the activity of our clients in the real estate sector.

However, this service can be provided on request and for a previously agreed remuneration.

## 22. References

For reasons of discretion and in accordance with article 5.5 of the Code of ethics, the firm does not provide a list of clients for professional reference.

It does not report any disputes or transactions in which it has intervened, even with the agreement of its clients, unless unsolicited publicity has been given to the transaction, revealing our intervention.

For the same reasons, we reserve the right not to justify any refusal to intervene for reasons of incompatibility.

## 23. First consultation

To customers who so wish, we give an initial consultation at the fixed price of 75 € + VAT (see point 4 above), which aims to:

- Give an orientation opinion on the file,
- Give, if possible, an opinion on luck,
- Outline a quote with the client.

At the end of this consultation, the client is free to consult further or not, or to consult a colleague.

## 24. Electronic communication

Unless the client specifically asks us and at the start of the relationship to communicate in " paper" writing , we prefer electronic communications (email, scanned document, cloud access, sms).

Quick warnings, appointments and urgent notices are sent by text message.

We ask our customers to provide us with a private and proprietary email address and telephone number for our confidential communications.

We ask our customers to never communicate with us through social networks.

## 25. Mandate

The lawyer appears as a proxy without having to justify any power of attorney (article 440 of the Civil Code).

It is expressly agreed that the judicial mandate entrusted by the client to our firm relates not only to the direct object of the mission, but also to all the necessary and favorable acts to the client, even in the event of the client's silence or if he it is impossible to contact him. However, this is not an obligation for us.

This is the case when it is necessary to interrupt a period or to take an opportunity in terms of execution or precautionary measure.

The *ad litem* mandate also includes the power to draw up and sign the declaration of value on the basis of which the role fees are collected at the expense of the client. This declaration relates to the stake of the

dispute expressed in money and is explained by the fact that, since the laws of April 28 and June 11, 2015, the roll fees are proportional to the size of the request. Roll fee is a " tax" due on entering a case in court.

Customers' attention is drawn to the fact that certain acts require deliberation by their board of directors (introduction of a procedure before the Council of State, for example).

Our clients must ensure that this formality is satisfied before requesting the actions concerned.

Our clients are warned that the ratification of an act such as legal action must take place within the appeal period because the retroactive nature of the ratification cannot harm the rights of third parties.

## 26. Recommendations to our clients

The successful accomplishment of our missions requires the efficient, prompt and confident collaboration of our clients.

Also, to benefit from the guarantees relating to the performance of our missions, we ask our customers to provide us immediately and completely with the following elements:

- Information on delays and time constraints that the client is experiencing
- The documents in the file and the information relating to the file, even when these elements are deemed irrelevant by the client
- The objective and the goals that the client pursues
- Client identification data and signatories' powers
- Contacts that the client maintains directly with the opposing party
- Any other interested parties or identical conflicts or identical issues
- The technical characteristics of the dispute or the issue that are not perceptible to a lawyer
- The existence of legal protection insurance

Likewise, the client undertakes to behave in a manner consistent with his objectives and transparent with regard to his lawyer.

## 27. Conflicting interests

The firm takes particular care to avoid simultaneously representing clients with conflicting interests.

Based on our administrative and accounting information, it is not possible to avoid any risk of conflict of interest.

Also, our clients are invited to notify us, from the start of their relationship, of the parties with whom they are in conflict, related companies and more generally companies with which they are in a situation of competition.

This allows us to enter into a dialogue with our clients on the possibilities and risks of conflicts of interest with other clients of our firm.

## 28. Language

Procedures in Belgium must be conducted in French, Dutch and, in the part of the country bordering on Germany, in German.

In Brussels, the language of the proceedings is French or Dutch, at the choice of the applicant.

We ask our clients to tell us from the start of the relationship, their preferred language for the procedure and for the management of their file.

By default, the language will be French.

## 29. Proof

The working relationship between the lawyer and its client is characterized by trust, proximity, speed and flexibility.

This is why it is expressly agreed that the relationships formed between the firm and its clients, and the content of these relationships, may be proven by all legal means.

Duplicate letters, faxes and e-mails as well as working papers may validly prove the respective commitments.

This provision is intended to allow us to deploy our services with confidence, in an environment marked by pragmatism and often subject to urgency.

The attention of our non-professional clients is drawn to the fact that this provision constitutes a derogation from articles 1325 and 1341 of the Civil Code which establish the primacy of written proof.

This provision is applicable even if the emails are not provided with an electronic signature certificate.

## 30. Legal protection insurance

Article 1 of the FG OB regulations of November 27, 2004 obliges lawyers to question the client on the possibility for the latter to benefit from the total or partial intervention of a third party payment.

We therefore ask our clients to check whether the case they submit to us is not covered by insurance of the “ legal protection ” type . "

We draw the attention of our customers to the existence of a memorandum of understanding of January 20, 2003 between the legal protection insurers affiliated to the UPEA and the OBFG

The law requires the insurer to guarantee the insured the free choice of lawyer.

The principle of free choice also means that as soon as the intervention of the lawyer is accepted, the insurer will no longer be able to discharge him.

The insured has the right to change lawyers during the proceedings, free of charge, and except for abuse.

The customer must therefore immediately notify us that he is covered by legal protection insurance and under what conditions.

We must inform the insurer about our rates and the direction we intend to give to the dispute.

The insurer has the right to be informed of the progress of the dispute and of all our procedures.

The costs recovered, including the procedural indemnity, revert to the insurer.

The protocol provides for the insurer to pay the lawyer's costs and fees without delay, except in the event of a dispute.

Our customers should know that these disputes are not uncommon. Insurers are reluctant to recognize lawyers at a usual hourly rate.

If the disagreement persists, the insurer and the lawyer submit the dispute to the Mixed Commission for Legal Protection (CMP).

In any case, the fact that we continue to defend the interests of the insured client, despite the insurer's refusal, can be considered as a cause for forfeiture or a waiver of the guarantee.

The CMP is made up of representatives of the Bar and legal protection insurers.

The presidency belongs to the president of the French-speaking and German-speaking Bar Association, whose voice is casting.

You can contact the CMP at the address: avenue de la Toison d'Or, 65, 1060 Brussels.

In the event of disagreement, the customer undertakes to pay our fees and expenses himself and to settle the dispute directly with his insurer.

The procedure before the CMP is free. The opinions of the CMP are confidential and cannot be produced in court.

Due :

- the frequent and regrettable unwillingness of legal protection insurers to properly remunerate lawyers
- time constraints that are often imposed on files
- of the insurer's intervention limit

It is expressly agreed that the fees remain in all circumstances directly due by the customers, even if they have taken out legal defense insurance.

## 31. Privacy

Lawyers are bound by professional secrecy. This obligation is scrupulously respected by our lawyers and our employees. It is criminally sanctioned by article 458 of the Penal Code.

Personal data relating to our customers and suppliers are protected by the law of December 8, 1992. We already comply with the new General Data Protection Regulation adopted by the EU and entering into force on May 25, 2018.

The firm, namely Srl Carnoy Avocats, as data controller, processes data relating to its customers and suppliers fairly, lawfully and transparently.

It collects this data exclusively for the purposes of case management (the Judicial Code imposing the names and addresses of litigants on procedural documents) and for processing its accounts, within the framework of Article 53 of the Royal Decree of February 13, 2001. Only the data strictly necessary for the performance of these tasks are requested.

Personal data are not kept beyond the time necessary for the purpose of the processing in question. The data will also be provided to the

site www.myprest.com in order to ensure the encoding of our services and the keeping of our accounts in full transparency and under the protection of a unique login and password specific to each client.

Any customer can request by any means of his choice the erasure, rectification, limitation of processing or non-portability of data. All you have to do is contact our firm using the contact details on the website www.carnoyavocats.be .

Data relating to customers and suppliers are in no way lent, transferred or disclosed to third parties.

The firm only reserves the right to use the name and address of its clients to send them polite or informational direct mail (greetings, legal news, information on our firm and its activities).

In addition to the possibility of contacting us directly in order to rectify the situation, any violation of personal data by our firm may be the subject of a complaint to the Commission for the protection of privacy (Rue de la Presse, 35, 1000 Brussels / T +32 (0) 2 274 48 00 / F +32 (0) 2 274 48 35 / commission@privacycommission.be ).

## 32. Use of cookies

When you visit the site, a cookie may be automatically installed in your browser software. A cookie is a file saved on the user's hard drive during his visits. The information collected is anonymous and does not allow the user to be identified but is used to record information relating to the user's browsing on the website.

The user can delete these files at any time. He also has the right to refuse the placement of cookies by adapting the settings of his browser. Either way, this can make it less convenient to navigate.

## 33. Documents submitted and archiving

Article 2276 *bis* of the Civil Code requires lawyers to keep the documents in the file for five years. After this period, we are no longer responsible for the conservation of the parts.

Usually our records are archived when the assignment is completed and our records are destroyed five years later.

If our mission constitutes especially and mainly in a deposit of part by express and written request, our responsibility is extinguished after ten years.

The documents given to us, even the original documents, are only returned on express request. Otherwise, they are archived with the other elements of the file.

The same applies to any document intended for the client or for the management of his file and which is given to us for inclusion in the file.

As a result, if the client wants to recover the documents from his file, he must notify his lawyer, preferably when the file is closed and without waiting more than five years.

## 34. Copyright and confidentiality

The firm considers that the texts which are given to it for information, or to be validated or adapted, are confidential and cannot in any way be distributed without the authorization of the author.

The documents that we provide to our clients are, as a rule, similarly confidential since they form part of a relationship governed by professional secrecy.

However, it is up to the customer to assess the use he gives to the documents drawn up for his attention and for his use.

The original documents emanating from our activity and delivered to our client are subject to copyright on our part, so that, unless otherwise agreed, the client only has a personal, non-transferable right of use. , non-exclusive and limited to its own activity.

On the other hand, the documents which are given to us by our customers or at the request of our customers will be considered as free of rights unless the contrary appears by their nature or if the customer has it otherwise.

## 35. Alternative dispute resolution methods

The first mission of lawyers is to reconcile, not to plead.

In its professional practice, our firm favors amicable dispute resolution methods and seeks balanced and rewarding transactions for each party.

Emphasis is placed on the search for value in the continuity of the relationship, through preventive and proactive advice.

It is in our clients' interest to quickly and conveniently terminate a dispute, while reducing the cost of handling the dispute.

We ask our clients to understand that our first approach will be that of negotiation when it is not clearly excluded by the elements of the file.

We are looking for points of convergence that allow us to create a dynamic of amicable resolution, while making the necessary concessions positive.

The recommendation of 8 November 2005 of the Council of the Bar Association of the Brussels Bar obliges lawyers to loyally assist in the search for a consultation solution.

The OBFG recommendation of May 9, 2005 invites us to examine with our clients, prior to any legal action being taken or during it, the possibility of resolving the dispute through recourse to mediation, and to provide them, on this occasion, with all the information that will enable the client to fully appreciate the value of this process.

Finally, article 205 of the law of June 18, 2018 provides that lawyers *"inform the litigant of the possibility of mediation, conciliation and any other mode of amicable resolution of disputes. If they consider that an amicable resolution of the dispute is possible, they try to promote it as much as possible. "*

We therefore warn our clients that the law of February 21, 2005 provides for an alternative dispute resolution procedure through mediation (art. 1724 to 1737 of the Judicial Code).

At any time , in the procedure or before, you can request mediation.

This request has a limited suspensive effect on the current deadlines.

Recourse to mediation may also be provided for in contracts as a prerequisite to any dispute.

The mediator is a professional who has undergone training for this purpose.

All exchanges are confidential and each party can, at any time, interrupt the mediation process.

Arbitration is also a convenient and quick way to resolve a dispute, especially when there are foreign elements.

We also practice arbitration, as a lawyer or as an arbitrator.

We encourage alternative methods of conflict resolution.

## 36. Collaborative law

Collaborative law is a voluntary and confidential process of settling disputes through negotiation. It is regulated by articles 218 and following of the law of June 18, 2018.

The parties and their lawyers are present throughout the negotiation meetings.

The collaborative lawyer receives from its client an exclusive and limited mandate, being to assist and advise him, with the sole aim of reaching an agreement.

An agreement to participate in the collaborative law process is signed by the parties and their counsel.

If the process fails, the collaborative lawyers no longer continue their intervention. They therefore cannot plead the case in court after the negotiation has failed.

The collaborative law process is a team effort between the parties and the lawyers who are trained in this technique and who have signed the Collaborative Law Charter.

This negotiation process was created by lawyers, for lawyers. It responds to the ambition of making the customer an actor in the solution rather than a subject of the procedure.

It is a technique of conflict resolution through dialogue. Collaborative law is distinguished from mediation by the absence of a neutral third party and by the presence of the lawyer alongside its client throughout the process and at all negotiation meetings.

Collaborative law was developed in the United States by lawyer Stuart Webb. Collaborative law was introduced in Belgium in 2006, via the Family Law Commission of the Brussels Bar.

In 2007, the French Order of Lawyers of the Brussels Bar adhered to the principles of collaborative law.

In 2008, the first lawyers were trained, and in 2009, the Order of French-speaking and German-speaking Bars (OBFG) integrated the principles of collaborative law into the ethics of lawyers.

Our lawyers adhere to the principles of collaborative law and practice reasoned negotiation.

## 37. Funds entrusted

The regulations of September 8, 2003 and February 13, 2006 of the OBFG regulate the handling and supervision of third-party funds.

Each lawyer or law firm must have a special account on which transactions relating to third party funds must be carried out.

This account is called carpa. (Caisse Autonome des Règlements Pécuniaires des Avocats) (Autonomous Fund for Pecuniary Settlements for Lawyers).

Lawyers are prohibited from mixing their own funds with those of clients or third parties. However, it is agreed that we are authorized to deduct the amount of our fees from the sums held for the client (art. 4.57 of the Code of ethics).

The account must meet the following characteristics:

- It is opened with a bank which has concluded an agreement with the OBFG
- It must be declared to the authorities of the Order
- He can never be in debit
- No credit can be granted on this account
- No compensation, merger, or single account stipulation between the carpa account and other bank accounts may exist, *netting* agreements are set aside.
- Transfer orders from this account must be immediately executed by the titular lawyer

Our clients have guarantees as to the security of the funds entrusted to us.

Indeed, the President of the Bar may receive a copy of the transactions that this account records. A control unit has been set up within the OBFG to carry out controls on this account (OBFG regulation of November 17, 2008).

The President of the Bar may take all necessary protective measures, such as denying a lawyer access to his carpa account or appointing an agent responsible for carrying out the transactions.

These obligations also fall under articles 446 *quater* , 446 *quinquies* , 522/1 and 522/2 of the Judicial Code.

We draw the attention of our clients to the fact that the carpa account cannot yield any interest either for the benefit of the clients or for the benefit of our firm that holds the account.

The agreements with the banks provide that the interest can be used to finance the legal missions of the authorities of the Order.

This is why we warn our clients that, if we have to hold funds for their account for a certain period of time, it is advisable to make a deposit in a special account remunerated in the future (art. 6 of the regulations).

Consultation will then be required to determine the most suitable conditions for carrying out the operation.

In general, we invite our clients to promptly give us instructions on the fate of the funds received for them so that we remain as depositaries of our clients' funds for the shortest possible time.

The firm is fully responsible for the funds paid into its carpa account.

However, if a client or a third party deposits funds into an account that is outside the firm, the firm does not bear the responsibility of the custodian and does not guarantee reimbursement by the account holder.

The firm's carpa account is lodged with the KBC Brussels bank under the number BE45 7360 3164 3989 (avenue Louise 525 in 1050 Brussels).

Article 8/1 of the mortgage law of December 16, 1851 provides that claims on sums placed for the benefit of our clients on the carpa account are isolated from the assets of the lawyer holding the account.

These claims do not come under the competition between the creditors of the account holder and all transactions relating to these claims can be opposed to the mass as long as they have a link with the allocation of these sums. These sums are also excluded from the liquidation of the matrimonial regime and the lawyer's succession.

From an accounting standpoint, the company has chosen to present the carpa account in the balance sheet as assets and liabilities and not as an order account, for the sake of transparency and by reference to notarial accounting (royal decree of March 9, 2003) and according to CNC opinion 2011/16 of July 6, 2011 on the accounting treatment of third-party accounts.

Also, the carpa account collecting the sums held on behalf of customers is provided for in the chart of accounts in class 5, and the corresponding debts to customers in class 4 (accounts 4401 and 4402). These accounts appear in the appendix to the annual accounts among off-balance sheet rights and commitments (class 074 accounts).

Bank amounts to the credit of the carpa account in our name and on behalf of our customers are pledged in favor of our customers as a guarantee of our obligation to return to our customers.

## 38. Law applicable to our relations

Even if our intervention goes beyond Belgian borders, our relations with our clients remain governed by Belgian federal and regional law, international conventions, community law standards of direct application in Belgium and our ethical rules.

The same applies in the event of co-intervention or collaboration with foreign lawyers, and even if it is a question of involving us as a guarantee in a claim governed by another law.

## 39. Litigation

In the event of a dispute between the firm and its professional clients, whatever the cause of the dispute, only the court of the French-speaking company in Brussels will be competent. (modification of 12.01.2021)

In the event of a dispute between the firm and its private clients, whatever the cause of the dispute, only the French-speaking court of first instance of Brussels will be competent.

We agree, in the event of a conflict with a foreign client who does not master the procedure in Belgium, to proceed by arbitration, in French.

### 40. Prescription

Any claim against the firm, deriving from our contractual relations, is prescribed five years after the completion of the mission.

By completion of the mission, we mean the first of these events:

- The last invoice for fees
- The closing letter of the mission
- The client's request to interrupt the assignment
- The moment at which it is reasonable to consider that the main and necessary steps in the case have ended

If ancillary and limited acts are carried out subsequently, they do not have the consequence of postponing the time of completion of our mission.

If the claim is based on an offense, without prejudice to the rules governing the accumulation of responsibilities, the limitation period for the claim is also five years.

However, this period runs from the day following the day on which the injured party became aware of the damage or its aggravation and from the identity of the lawyer responsible.

However, this period cannot expire before the public action if it is implemented by a complaint or by the Public Prosecutor's Office.

Regarding the prescription of our fees, the action for payment is prescribed within the same period of five years.

By way of derogation from article 2276 *bis* § 2 of the Civil Code, this period begins the day after the first reminder of payment if this moment is after the completion of our mission in the sense defined above.

## 41. Legal aid

Article 1 of the FG OB regulations of November 27, 2004 obliges lawyers to question the client on the possibility for the latter to benefit from the total or partial intervention of a third party payment.

We do not practice legal aid.

The regulations of October 15, 2001 and June 26, 2003 of the OBFG oblige us to inform our clients of the possibility of obtaining legal aid when they meet the conditions for this.

There is a front-line legal aid office within the Brussels Bar. One of the tasks of the office is to organize on-call services.

The BAJ (Legal Aid Office) is located at rue des Quatre-bras, 19, 1000 Brussels, next to the Palais de justice (Tel: 02 508 66 57, Fax: 02 514 16 53, Email: info@bajbxl.be .

The BAJ is on duty Monday to Friday from 9 a.m. to 11 a.m. and Monday, Tuesday and Thursday from 2 p.m. to 4 p.m.

The lawyers of the firm are not registered on the list of lawyers performing as a main or ancillary provision of second-line legal aid services organized by the office.

Second-line legal aid can be partially or entirely free for people with insufficient resources or for people assimilated to it.

The list of lawyers practicing second-line legal aid can be requested from the secretariat of the French Bar Association of Brussels (Tel: 02 508 66 59).

## 42. Professional secrecy

Professional secrecy finds its basis in Articles 6 and 8 of the European Convention on Human Rights and in Article 458 of the Criminal Code.

It is a general principle of law which constitutes a fundamental element of the rights of the defense, not only when the lawyer represents or assists the client in court but also when delivering a legal assessment.

We respect not only professional secrecy but also our duty of discretion and confidentiality of the matters for which we are responsible.

Our lawyers do not associate themselves in any way with the possible criminal activities of our clients, but in principle we do not make exceptions to our obligation to respect professional secrecy, because any derogation constitutes an infringement of the rights of the defense of the nobody.

However the secrecy can be erased only when an imperative necessity imposes it or when a higher value comes into conflict with it.

This will only be the case if we are forced to reveal information covered by professional secrecy when it reveals an imminent, serious and certain danger, which we cannot remedy ourselves.

This position, which falls within the contractual field of services to our customers, was validated by the statement of the OBFG at the Charleroi congress of May 18, 2017.

Professional secrecy is of public order because it is penally sanctioned. The client is therefore not the master of the professional secrecy of his lawyer.

The client cannot oblige us to lift professional secrecy if we consider that this is to his prejudice or contrary to our legal obligations.

We are authorized to :

- Collaborate with third-party service providers for the needs of our missions and with salaried staff responsible for binding them contractually to professional secrecy
- Do not disclose to the client a confidential communication made to us in the management of a file
- Sell part of the capital of our company (excluding a controlling stake) to non-lawyer third parties
- Join a multidisciplinary group with non-lawyer professionals
- Make a declaration of garnishee in the event of garnishment or constraint of the same nature applied to our customers
- Inform the President of the Bar, in accordance with article 26, § 3, of the law of 11 January 1993, if we notice or suspect facts

likely to be linked to money laundering or the financing of terrorism

- Keep the legal protection insurer informed of the evolution of the dispute and the steps that we felt we should take
- Communicate with company lawyers who have the same duty.