

Mythra CVBA – General Terms and Conditions – Version 1 December 2016

Article 1. Definitions

In these general terms and conditions, the following definitions are used:

- Mythra: the civil partnership governed by Belgian law which has taken the form of a limited liability cooperative company, with as its purpose practicing the profession of lawyer and lawyer at the Belgian Supreme Court, with registered offices at 9300 Aalst, Parklaan 187, registered with the Crossroads Bank for Enterprises under the number 0668.590.019 and with VAT number VAT BE0668.590.019.

Telephone: +32 53 89 35 60

Website: www.mythra.be

E-mail: info@mythra.be

- Client (or Clients): the individual(s), legal entity (or legal entities) or organization(s) using the services of Mythra, including affiliated and associated enterprises or enterprises related by a holding, if any.
- Party (or Parties): Mythra and/or the Client.

Article 2. Applicability

§1. These general terms and conditions are applicable to all services of Mythra to the Client and hence form an integral part of the contractual relation between Mythra and the Client.

These general terms and conditions are, as a framework agreement, not only applicable to the initial assignment of the Client to Mythra, but also any following assignments, if any, unless for a specific assignment other agreements would be made in writing.

§2. Agreements that would deviate from one or more clauses in these general terms and conditions will only replace the clause or clauses from which they deviate. The other clauses remain fully in force.

Article 3. Contract party of the Client

§1. The lawyers associated with Mythra perform their services in the name of and on behalf of Mythra. Mythra is the sole contracting party of the Client for any services performed by its partners, associates, trainees and agents.

§2. By means of exception, a lawyer associated with Mythra may act in an assignment on his/her own behalf. In such case the agreement and correspondence, if any, of the lawyer acting in an assignment on his/her own behalf will explicitly make mention thereof (e.g. as follows: “This assignment is a personal assignment of mr. [...] and not an assignment of Mythra” and/or by using his/her personal letterhead and/or personal e-mail address).

In case a lawyer associated with Mythra acts on his/her own behalf in an assignment, solely the relevant lawyer is the contacting party of his/her client.

§3. On the website of Mythra the Client can retrieve at all times of which bar the lawyers of Mythra are a member, which

professional rules of conduct the lawyers of Mythra are subject to and where those rules can be consulted.

Article 4. Scope of the services

§1. The services of Mythra may, amongst other things, relate to advisory, assistance with mediation, assistance with negotiations, assistance with a proceeding, or acting as proxy holder.

Parties will agree upon the exact scope of the services of Mythra at the start of the assignment and, to the extent necessary or useful, amend or expand such scope upon the further execution of the services.

The Client agrees that the determination of the exact scope of the services and the amendment or expansion thereof, if any, may occur without any formalities and, amongst other things, may result from correspondence, from the (even tacit) acceptance of services or the payment of invoices.

§2. Unless it is clear beyond any doubt from the nature of the relevant assignment that it is an obligation of result, save in case such is explicitly agreed upon in writing to the contrary, the obligations of Mythra are not obligations of result but obligations of means.

§3. The place of execution of the obligations of Mythra is at the registered office of Mythra.

§4. Save for a specific agreement in writing, Mythra does not advise on the financial and accounting treatment of any transaction or operation which the Client decides upon and which results from the services delivered by Mythra, its proxy holders and agents. Mythra will not be held to handle any legal or statutory matter which was not included in the engagement letter, concluded by Mythra and the Client.

§5. In the framework of the performance of its services Mythra may discuss certain ideas orally with the Client or present certain draft advice. Mythra will bear no liability if the Client or any other party decides to base himself on, to act on the basis of, or omits to act on the basis of such oral advice or draft advice.

Article 5. Internal allocation of assignments

§1. Unless the Client explicitly opposes against this in writing, Mythra may, at its own discretion, internally allocate or re-allocate assignments or certain aspects thereof under its partners, associates, trainees and agents.

This internal allocation will, to the extent possible, occur in line with the preferential areas of law of the lawyers and/or the preferences of the Client. To the extent necessary, Mythra will operate in teams.

The case handler (“dominus litis”) always retains supervision over the file.

§2. The Client is informed of the details of the lawyer who handles his case.



Article 6. Loyal cooperation – exchange of information – presumption of mutual representation with multiple Clients

§1. The Client timely provides to Mythra, during the start of the agreement as well as during its term, so the case may be further to the request of Mythra, all information that is necessary or useful to ensure the optimal performance of the services.

Mythra can not be held liable for any damage that may result from the Client providing incorrect or incomplete information, or from the latter not timely providing such information.

§2. Mythra promptly informs the Client on the performance of its services and the course of handling of the file.

§3. Mythra reminds the Client that legal proceedings entail certain risks and expenses (other than lawyers' fees). More specifically Mythra reminds the Client of the rules on legal costs as embedded in the Articles 1017 to 1024 of the Belgian Judicial Code and its executory decrees. On the basis of these legal provisions (1) (in civil court cases) in principle legal costs are awarded against the losing party, (2) the legal costs, amongst other things, include a compensation for litigation expenses, i.e. "a lump sum compensation for the expenses and lawyers' fees of the winning party", and (3) the amount of this compensation for litigation expenses is determined on the basis of complex rules and (periodically indexed) rate scales. For other proceedings – criminal proceedings, administrative proceedings etc. – specific, potentially similar, rules may apply.

§4. In case Mythra defends the interests of multiple Clients, it may rightfully assume that these Clients represent each other, especially with respect to the exchange of information, the granting of approval of drafts and the granting of approval for certain acts.

This is especially so when the relevant Clients are spouses, cohabitating, family members, business partners, parties to the same agreement, members of the same company (body), affiliated or associated companies, companies related by a holding or are a company and its economic beneficiary.

Article 7. Call upon third parties

§1. In case it is useful or necessary for the performance of the services to appoint a bailiff or translator, the Client leaves the choice thereof to Mythra.

The same applies to the performance of straightforward tasks (deposition of a procedural deed, the appearance in a (introductory) court pleading etc.) by a local lawyer.

§2. In case it is useful or necessary for the performance of the services to appoint other third parties, such as foreign and/or specialized lawyers, notaries, accountants, auditors or experts, these are chosen by Mythra and the Client jointly, potentially tacit.

§3. The use of third parties takes place in the name of and on behalf of the Client, who is deemed to have contracted directly with these third parties.

The compensation/fees and expenses of these third parties are fully borne by the Client and will in principle need to be paid directly to these third parties, unless another agreement in writing is concluded between the Client and Mythra.

In case these expenses would be pre-financed by Mythra, they will be on-charged to the Client.

Article 8. Compensation

§1. Mythra will charge its services, office expenses, on-charged expenses and pre-financed expenses periodically to the Client by means of an invoice.

Invoicing will in principle occur monthly or to the extent the activities in a file proceed, and in any case at the times prescribed by the VAT legislation. Mythra reserves the right to amend the periodicity of its invoices to the extent this is justified by the scope of the performed activities or the magnitude of the amount to be charged.

The amount of the invoice is split in the following sections: (A) fees, (B) office expenses and/or (C) other expenses. Further specification of the activities performed and the expenses will be sent to the Client upon first request.

§2. The activities performed are charged under the section 'fees'. Unless differently agreed upon in writing, these are charged on the basis of the performed time units and in line with the standard hourly rates which are used by Mythra for partners, associates, trainees and agents who have performed the activities.

A time unit amounts to one tenth of an hour. Each time unit started may be charged as a full time unit. The rate per time unit amounts to one tenth of the hourly rate.

The standard hourly rates applied by Mythra are mentioned in the engagement letter concluded between Mythra and the Client.

Mythra may amend the standard hourly rate on the basis of the nature of the assignment, the efforts needed to complete the assignment, the degree of difficulty of the assignment, the experience of the lawyer handling the assignment and the level of urgency of the assignment, but always jointly with and with the agreement of the Client.

The Client may consult the current position of each lawyer of Mythra – which may evolve over time depending on, amongst other things, increased experience – at all times on the website of Mythra.

The fees agreed between the Client and Mythra are indexed on an annual basis at a rate of 3% of the previously applicable standard hourly rate and such per calendar year. The moment of performance of the activities (and hence not the date of invoicing) will determine whether the services will be charged at the initial or the indexed rate.

When a case has been adjudicated in a manner favorable to the Client and/or the case a favorable result has been achieved, Mythra has the right to charge a success fee. This success fee may, at the choice of Mythra and unless otherwise agreed upon in writing, consist of:

- multiplying the fees charged or to be charged for the services performed by a factor (equal to minimum 1,1 and maximum 2); or
- charging an additional fee as a percentage that (unless otherwise agreed upon) amounts to maximum 20 percent of the amounts recovered or saved or the importance of the case; or
- charging an additional amount that corresponds with the damages granted and/or the compensation for litigation expenses.



§3. Without prejudice to the charging of fees, the section office expenses includes the following expenses (limitative):

- administrative expenses for opening a new file;
- general administrative expenses with respect to dactylography, client identification and AML;
- postage expenses for normal and registered letters within Belgium (to the extent reasonable in relation to the total fees of the assignment);
- expenses for in-house printing and copies (to the extent reasonable in relation to the total fees of the assignment);
- transport expenses within Belgium, which include car expenses, fuel, parking tickets, but do not include lodging expenses, taxi and dining expenses (the latter form part of the “other expenses”);
- expenses for faxing and telephone calls within Belgium as well as internet;
- invoicing expenses; and
- audit letters.

The abovementioned office expenses are charged on a lump sum basis as 5 percent of the charged fees.

Mythra and the Client may mutually agree in writing on other formulas for the calculation of the fees and offices expenses. Such formulas may, amongst other things, take the form of:

- charging a lump sum amount per case or per scope of jurisdiction;
- charging only the penalty clause and/or the compensation for litigation expenses per case (regardless of whether these amounts may effectively be recovered by the Client);
- charging a lump sum fee per time period (e.g. per year) which is invoiced pro rata periodically (in principle monthly).

§4. The expenses which are pre-financed by Mythra and do not constitute office expenses, as defined above, are charged separately under the section “other expenses” on the basis of the expenses effectively paid or borne. All amounts mentioned are, unless otherwise provided, exclusive of VAT and to be increased with the applicable VAT percentage.

Only for pre-financed expenses, no VAT will be charged under the conditions determined by VAT legislation. Circular letter AAFisc n° 47/2013 (E.T. 124.411 –NR 78-80) of 20 November 2013 clarifies and details the VAT rules applicable to lawyers.

§5. Mythra reserves the right to request payment retainer prior to commencing the assignment as well as during the course of the assignment, by means of an advance invoice and to only start the assignment or continue the assignment respectively, or pre-finance expenses after the (full) payment thereof.

A retainer is a lump sum amount which the Client pays to Mythra prior to receiving a detailed interim invoice or a final invoice.

In the final invoice, any retainer(s) already charged are taken into account.

New Clients are, unless otherwise agreed upon, always requested payment retainer, the amount of which depends on the work to be performed and the expenses to be made. Retainers can be requested at all times in case the nature of the assignment and/or the work to be performed require this and/or if expenses need to be pre-financed.

§6. In case the Client does not agree with an invoice, he/she must protest the invoice in writing and including a justification within fifteen days as from its date of issuance.

§7. Unless otherwise agreed upon, all invoices are due and payable within fifteen days as of their date of issuance.

In case an invoice (advance invoice, interim invoice or final invoice) is not timely paid, Mythra has, without the need to give prior notice of default to the Client:

- the right to charge late payment interest at an interest rate of 10% as from the date the invoice became due and payable until the date of full payment thereof; as well as
- the right to charge lump sum indemnity of 10% of the amount paid late (with a minimum of €50), irrespective of its right to legal costs (including the applicable compensation for litigation expenses), in case legal recovery proceedings would be necessary.

In such case Mythra also has the right, without the need to give prior notice of default, to suspend the performance of its activities until the moment when all amounts due have been fully paid, or to immediately and unilaterally terminate the agreement with the Client.

Mythra can not be held liable for damage which may result from the suspension of its activities or the termination of its agreement with the Client.

§8. In case Mythra defends the interests of multiple Clients in a case, all these Clients are jointly and severally liable for payment of the invoices relating to this case (in the case at hand to be increased with the accessories stipulated in §7 and all recovery expenses), regardless to which Client(s) Mythra has issued its invoice.

§9. The place of payment is at the registered office of Mythra.

§10. If it is not mandatory to issue an invoice pursuant to VAT legislation (e.g. vis-à-vis private individuals acting outside the scope of any professional activity) Mythra may, at its own discretion, opt to address a (provisional) payment request (i.e. a statement of fees and expenses) to the Client in replacement of or prior to issuing an invoice.

All preceding clauses with respect to invoices issued by Mythra apply analogously for such payment requests.

Article 9. Third party funds

§1. Mythra transfers all amounts it receives on behalf of the Client to the Client without delay.

In case Mythra is unable to transfer an amount without delay, it will inform the Client of the receipt of the amount and the reason why the amount can not be transferred.

§2. Mythra is entitled to withhold any sum from the amounts it receives on behalf of the Client to cover any amounts which the Client owes to Mythra (even in cases when such amounts would not yet be due and payable). Mythra will inform the Client thereof in writing.

§3. Mythra forwards all amounts it receives from the Client for the account of third parties to these third parties without delay.

Article 10. Liability

§1. In case of an apparent and accountable shortcoming in the performance of the services of Mythra (also including professional misconduct of the lawyers associated with Mythra who provide their services in the name of and on behalf of Mythra) the Client may solely hold Mythra liable, but not the partners of Mythra, the proxy



holders of Mythra, the agents of Mythra and/or the lawyers associated with Mythra.

Mythra can, however, not be held liable for possible shortcomings of third parties (also including (specialized and/or foreign) lawyers which are not associated with Mythra and which are engaged by Mythra), even not in case these third parties would charge their compensation/fees and expenses to Mythra and/or these third parties would be considered as a subcontractor of Mythra. Mythra can indeed not vouch for the competencies of these third parties, which are not its own competencies. Mythra can also not be held liable for the choice of third parties which are engaged further to Mythra's advice by Mythra or the Client. The Client is free to directly make agreements with the third parties thus so engaged (with respect to their liability).

§2. The Flemish Bar Association (policyholder) taken out an insurance policy with Amlin Europe NV (leading insurer), Zurich Insurance plc, Belgium Branch (co-insurer) and KBC Verzekeringen NV (co-insurer) regarding "civil professional liability for lawyers" (broker: Vanbreda Risk & Benefits NV, B-2140 Borgerhout (Belgium), Plantin en Moretuslei 297).

The insured parties under this insurance agreement are, amongst other parties:

"C. the Associations of Lawyers of the Flemish Bars, as from the moment they have joined this policy;

F. all lawyers who are enrolled on the register or the list of trainee lawyers of the insured parties referred to under C, or those registered on an EU list. Are also insured, the companies or partnerships in which the insured lawyers exercise their professional activity for harmful acts committed by the insured parties or by these companies or partnerships;

G. all agents in law and in fact of the insured parties mentioned under A., B., C., D., E. and F., and all persons for whom these insured parties can be held civilly liable."

The coverage of this insurance policy is valid for all events giving rise to liability which took place as from 1 January 2013 and which are reported during the validity period of this policy for the insured parties which have joined as of that date. For others, the coverage applies as from the date they have joined the policy further to notification by the Flemish Bar Association.

The coverage under this insurance policy applies to the consequences of acts committed anywhere in the world, for activities which the insured parties perform from their office located in Belgium and subject to the clarifications included in the insurance policy. Are not covered, however, the claims filed against the insured parties in the United States or Canada, or under the laws or jurisdiction of the United States or Canada.

The intervention of the insurer – subject to the specific modalities of the insurance policy that has been underwritten – amounts to a maximum of €1.250.000 per damage claim.

A copy of this insurance agreement will at the request of the Client be provided free of charge.

§3. The liability of Mythra for any damage as a consequence of a shortcoming for which it is accountable (regardless of the gravity) is limited to the amount for which it is covered under its insurance policy.

The Client is hence not entitled to damages (principal, interest and expenses) which exceeds the amount paid by the insurer of Mythra

for the damage claim increased with the deductible, if any, which the insurer has withheld pursuant to the insurance agreement.

The liability of Mythra for any damage as a consequence of a shortcoming for which it is accountable (regardless of the gravity) for which it does not benefit from insurance coverage is in any case limited to the amount of €25.000 per damage claim.

The aforementioned limitations of liability of Mythra do not apply for damage caused with malign intent by Mythra and/or a lawyer associated with Mythra and/or an agent of Mythra.

Where the Client is a consumer as defined in the Code of Economic Law the aforementioned limitations of liability do not apply for damage caused (A) by both malign intent or gross negligence by Mythra, by a lawyer associated with Mythra, or an agent of Mythra or of a proxy holder of Mythra or (B) by failure to uphold a commitment that is one of the main commitments under the agreement, save in cases of force majeure.

§4. The Client deems the aforementioned insurance coverage of Mythra to be sufficient. In case the Client, however, wishes Mythra to underwrite additional insurance coverage, Mythra and the Client must enter into agreement in this respect prior to the start of the assignment. Save for an agreement to the contrary, the premium for additional insurance coverage will be borne by the Client and be on-charged to the Client.

§5. The limitations of liability which are included in this Article will always be interpreted in a manner that they are legally valid. In case a limitation of liability which is included in this Article would in certain hypotheses not be legally valid, such hypothesis/-es will be deemed not intended.

§6. Mythra is authorized, on behalf of the Client, and without prior written agreement of the latter, to accept potential limitations of liability from third parties.

§7. The Client remains responsible and will solely be liable for, amongst other things, (A) taking management decisions and the performance of management functions, (B) designating one or more persons that have the appropriate skills, knowledge and/or experience, preferably at senior management level, to oversee the services provided by Mythra, its agents and proxy holders, (C) evaluating the adequacy of services provided by Mythra, its agents and proxy holders, (D) accepting responsibility of the services provided by Mythra, its agents and proxy holders and (E) establishing and maintaining internal verification processes including, but not limited to, the verification of current activities.

Article 11. Intellectual property rights

Without Mythra's prior written consent, the Client is not permitted to reproduce, publish, or use in any way other than in the framework of the assignment granted to Mythra, the advices, notes, contracts, court acts, documents and all other intellectual works, in any form or means, itself or through third parties.

Article 12. Termination – consequences of the termination

§1. Without prejudice to the other common legal means of termination of the agreement between Mythra and the Client, both the Client as well as Mythra have the right to terminate this agreement at any time with immediate effect and without justification.

Where the Client is a consumer as defined in the Code of Economic Law Mythra may only terminate the agreement by serving a notice



of at least two weeks (subject to the right of Mythra to suspend its activities in the meantime, should the Client be in default, or to have the agreement terminate due to serious breach of contract).

The notice of termination must be in writing, by registered mail against receipt, and the termination takes effect as of the date the notice of termination was sent.

§2. The Client is obliged to compensate Mythra for all activities performed and expenses made up to and including the date of termination of the agreement, as well as, in case a favorable settlement of the case was expected, the success fee as defined above, if any.

Mythra issues a final invoice and provides it to the Client. Mythra provides the Client with his/her records, at his/her first request. The final invoice terminates the assignment, even in absence of returning the records to the Client.

§3. Mythra can not be held liable for any damage resulting from the termination of the agreement between Mythra and the Client, except in case the agreement would be terminated because of a breach of contract due to Mythra.

§4. The termination of the agreement between Mythra and the Client and the obligations resulting therefrom, regardless of their cause, do not liberate the parties from the commitments they have made with respect to the consequences of the termination of the agreement and the obligations resulting therefrom.

§5. Through the aforementioned termination, the term of Article 2276*bis* of the Civil Code starts to run.

Article 13. Archiving

§1. After the termination of each assignment, Mythra archives the records and keeps them for a period of five years.

§2. Original documents may be returned to the Client and need to be archived by the Client, so the case may be.

§3. After the aforementioned period of five years, the records are definitively destroyed.

Article 14. Satisfaction

§1. In case the Client is unsatisfied with the activities performed by a lawyer of Mythra, the Client may consult on this matter with the respective lawyer.

In case these consultations do not lead to a solution satisfactory to the Client, at the request of the Client, another partner of Mythra is appointed to investigate the complaint and, where possible, to mediate a solution.

§2. Mythra strives to provide its Clients with an optimal level of service. Mythra may, upon termination of each assignment, request the Client to participate in a satisfaction survey. By means of a form the Client is given the opportunity to communicate his/her experiences to Mythra in writing. The cooperation of the Client to such survey is completely voluntary and without obligation.

§3. On the basis of the applicable rules on professional conduct, Mythra may on occasion use the name of the Client for marketing purposes and/or in a context that can be considered as advertising performed by lawyers.

Article 15. Personnel

Mythra and the Client mutually agree not to directly or indirectly approach, employ or recruit personnel of the other party in case these persons were, during the six months prior thereto, directly involved in providing services under this agreement. The damage from non-compliance with this clause is estimated at six month's compensation of the relevant personnel member. This clause may be waived by mutual consultation between Mythra and the Client.

Article 16. Identification obligations

The preventive rules on anti-money laundering are also made applicable to law practice. In this respect, reference is made in particular to Article 3, Article 7, Article 26 and Article 44 of the Law of 11 January 1993. The anti-money laundering legislation aims to curb various money laundering activities. In the framework of the preventive rules, lawyers need to fulfil a number of administrative obligations and report certain transactions. On the basis of a statutory information duty, a lawyer is obliged to verify the identity of the Client. The Client will, upon request, provide all required identification details on the basis of official documents and, where appropriate, also the details of his proxy holders. A notification of certain suspicious transaction needs to be served to the president of the bar council, who subsequently communicates this information to the Belgian Financial Intelligence Processing Unit. This notification duty, in principle, does not apply in case of (potential) court litigation. The lawyer and the president of the bar council are not allowed to inform the Client that information has been communicated or an investigation is being conducted.

Article 17. Amendment

§1. Mythra reserves the right to amend the present general terms and conditions at any time. In the event of an amendment, Mythra notifies the Client of the amended text. Such may be done through the website of Mythra, as the case may be.

§2. Absent any written protest within fourteen days as from the notification of the amended text, the Client is deemed to have consented to the amended text and this amended text binds the Client for the future.

Article 18. Invalidity or nullity – conflict

§1. In case one or more clauses of these general terms and conditions would be null, invalid or unenforceable, this does not affect the validity and enforceability of the other clauses of these general terms and conditions.

§2. Parties commit to immediately replace such null, invalid or unenforceable clause by a clause that approximates the intent of the original clause as much as possible.

§3. In case of conflict between the different language versions of the present general terms and conditions, the Dutch text prevails, which is the only authentic version.

§4. In case of conflict between the present general terms and conditions and the engagement letter concluded between Mythra and the Client, the engagement letter prevails.

Article 19. Governing law – competent jurisdiction

§1. All agreements between Mythra and the Client (including their establishment, interpretation, execution, termination and (post-contractual) consequences) are governed exclusively by Belgian law.



§2. Parties shall settle their disputes preferably amicably.

§3. Prior to any proceedings, parties preferably, but without being obliged to do so, have the case presented for amicable settlement before the competent court or a competent body of the bar association.

§4. In the event a dispute between Mythra and Client is brought before court, this dispute will, to the exclusion of any other forum, be brought before the courts of 9300 Aalst (i.e. the peace court of the section canton of Aalst, the court of first instance of Oost-Vlaanderen, section Dendermonde, or the commercial court of Gent, section Dendermonde) and, where applicable, through and with respect for the rules on professional conduct of the competent professional authority.

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