

S.R.L. ALTERYS Terms and Conditions of Service

Those terms and conditions are also applicable ¹ to distance contracts ² or outside the usual place of practice of the lawyer or the mediator ³ with a consumer ⁴

1. SCOPE OF WORK

- 1.1. The lawyer' and mediator' scope of work is, respectively, advising, conciliating and defending the client and acting as mediator. It will include all the services useful for the prevention and resolution of disputes in order to meet the needs and interests of the client. Based on this principle and in accordance with article 444, paragraph 1 of the Judicial Code, the lawyer strives to solve the dispute by resorting to alternative dispute resolution methods (in short ADR modes) such as negotiation, conciliation and mediation, collaborative law... with the aim of avoiding legal proceedings wherever possible (see appendix 6 and [https://www.alterys.be/fr/modes-de resolution](https://www.alterys.be/fr/modes-de-resolution))
- 1.2. At client's request, the lawyer provides an assessment of the worst and best case scenario (quantified on an economic point of view and best probabilities, including estimated cost for his/her intervention as well as other actors in client's defence) based on the information provided by the client.
- 1.3. The lawyer acts diligently, in the best interest of the client who will be kept informed of any developments in the case.

When the lawyer acts in legal proceedings, he/she will inform the client on the status of the proceedings, the hearing dates and the documents and arguments raised by the opposing party(ies). As the case may be, he/she will report shortly on the hearing. Once the decision is rendered, the lawyer informs the client of its content and, as the case may be, the possibility to appeal.

The client immediately informs the lawyer, as most accurately as possible and throughout the work, of any elements he becomes aware of and communicates all useful documents in his possession, and in particular any act of service by bailiff or by post (registered mail) which could impose a mandatory deadline. The client will do the same in the event of any new development or change in circumstances that arises during the procedure.

¹ In accordance with the provisions of Book VI of the Code of Economic Law.

² "any contract between Alterys (i.e. the lawyer) and the [client] consumer, within the framework of an organized system of (...) remote service provision, without the simultaneous physical presence of the company (i.e. the lawyer) and the [client]consumer, through the exclusive use of one or more remote communication techniques, until the moment, and including the moment, when the contract is concluded » (Code of Economic Law, article I.8, 15°).

³ an "off-premises" contract within the meaning of article I.8., 31° of the Code of Economic Law.

⁴ "any natural person who acts for purposes which do not fall within the scope of his commercial, industrial, artisanal or liberal activity" (Code of Economic Law, article I.1, 2°). Appendix 2 2

In the event of failure to provide information or to communicate relevant documents, in the event of transmission of inaccurate or incomplete information, or in the event of late submission of required information or documents, the party responsible for providing such information will be liable for any harmful consequence arising from the failure to comply with his/her duty to provide information.

Wherever possible, the lawyer provides information in writing.

- 1.4. The mediator's scope of work is defined in the protocol which will be signed at the commencement of the mediation.

2. COMMENCEMENT OF WORK

Unless the lawyer and the client have agreed otherwise, the work starts when the client and the lawyer have agreed on the scope of the work, on the financial terms and the application of the present terms and conditions.

If the lawyer or mediator has to act before client's consent, he/she sends the terms and conditions and fee estimate as quickly as possible, except if the client is a consumer who ordered the services outside of the premises of the lawyer or mediator (see below).

3. CONFIDENTIALITY

Exception made to the correspondence from a lawyer with judicial duties, correspondence from the lawyer to the client, to another lawyer or to the authorities of the Bar Association is, as a general rule, covered by professional secrecy. If the client comes into possession of confidential correspondence, he/she shall keep it confidential, shall not communicate it to third parties and shall not use it either within or outside the scope of his/her professional relationship with the lawyer.

The same applies to all correspondence exchanged with the mediator, excluding what is deemed official by law.

4. THIRD PARTIES

4.1. The lawyer or mediator reserves his/her right, to call upon one or more assistant(s), lawyer(s), mediator(s) from ALTERYS, who will work under his/her own responsibility but without double invoicing, except with express and prior agreement of the client.

4.2. The lawyer is authorized to call upon, under his own responsibility, specialised lawyers or mediators outside of ALTERYS to carry out specific tasks within his/her scope of work. In such case, the client is informed in advance of the detailed role of this lawyer or mediator and the estimated costs for his/her intervention.

4.3. The client agrees to let the lawyer choose the bailiff or translator to whom he/she will, if necessary, call upon in the execution of his/her work. In this case, the lawyer will inform the client of the role of the third party and, as the case may be, provide the client with an estimate of the costs for assistance of such third party.

4.4. Regarding the assistance of other third parties, such as notaries, experts, technical advisors, or accountants etc., the third party will be chosen by the client or by the lawyer or mediator after prior consultation with the client. In this case, the lawyer or mediator will only engage with third parties after client's agreement on the quality and role of such third parties and the cost of their intervention. As the case may be, a separate agreement will be concluded, either directly between the client and the third party, or between the lawyer or mediator with the third party, and in this case, with prior express consent of the client to such separate agreement.

4.5. The client agrees to pay without delay the invoices regarding the fees and costs of external lawyers or mediators and third parties mentioned at points 4.2, 4.3 and 4.4.

5. FEES – PROVISION – JUDICIAL COSTS

5.1.Preamble

It is generally difficult to estimate the fees and costs of a case (particularly in a procedure) given the unforeseen developments or events that may occur due to the number of parties involved, or to client's specific circumstances and the evolution of client's needs.

The lawyer or mediator endeavors to provide reasonable fees and costs estimates which cannot in any way be binding unless the lawyer or mediator has agreed with the client on a budget, a maximum fee amount or a fixed fee.

The client receives an estimate of the lawyer's (Appendix 7) or the mediator's (Appendix II of the Protocol) core services for the work assigned.

The client contributes to limit the costs and fees owed to the lawyer or the mediator, favoring negotiation, preparing timely complete files and clear notes, avoiding redundant communications with the lawyer or mediator, and making moderate use of phone calls (preferably sending letters or e-mails, or leaving brief messages with the secretariat).

5.2. Fees

The fees are calculated on the basis of:

- ✓ either a fixed fee set at the commencement of the work (or several fixed fees for each phase of the case);
- ✓ either an hourly rate;
- ✓ either one or more fixed fees or a reduced hourly rate as well as a moderate success fee (based on the outcome of the conflict resolution process, as specified at point 5.3).

The fixed fee and the hourly rate will be set based on the issue at stake, the urgency, the complexity of the work, the legal issues, the number of parties involved, the client's financial situation, the result sought and the experience of the lawyer or mediator.

The client will periodically receive provisional statements of costs and fees.

At the closure of the case, the client will receive a detailed statement of the services rendered, the costs (see point 6.1) and the expenses incurred (see point 6.2).

If the hourly rate is applicable, it is applied to all services involved (such as preparation, case management, mail, procedural documents, contract writing, meetings, interviews, research, legal opinions, phone calls, transportation, internal meetings).

The hourly rate at ALTERYS, which will be agreed upon at the commencement of the work, is fixed for partners between €130 and €250 excluding VAT and for associates between €85 and €150 excluding VAT, based on their seniority.

Fees are subject to VAT **(+21%)**.

5.3. Success fees

In accordance with article 446ter of the Judicial Code and with client's consent at the commencement or during the management of the case, a success fee (a fee linked to the result) may be added to the fees calculated on the basis of the time spent (hourly rate or flat fee) in cases where the lawyer's scope of work is aimed at obtaining or avoiding the collection of money.

The calculation of the success fee is based on :

- Either the amount allocated and/or received by the client at the end of the proceedings when he/she is the claimant, or the actual amount in dispute, i.e., the reasonable amount at stake, when the client is the defendant and wins the case;
- Either a fixed sum or a percentage if the consequence of lawyer's work, when choosing to mediate the case, is the abbreviation or avoidance of the judicial proceedings and the costs thereof.

Fees already paid will be deducted from the success fee. Should the case be lost, the total fees will be reduced to the time spent on the case at the agreed rate.

5.4. Retainer fees

Retainer fees may be requested periodically from the opening of the file.

5.5. Judicial costs

Pursuant to article 1022 of the Judicial Code, compensation for the costs and attorney's fees of the party who wins the case may be claimed to the losing party. If the client wins the case, the judicial costs that may be awarded by the court or tribunal do not amount to the fees and costs owed to the lawyer for the service rendered, but is a part (fixed by law) in this amount.

The judicial costs and any other amount allocated by the judge and collected by the lawyer will be deducted from the fees and costs owed for the service rendered based on the present agreement. In the event of client's express refusal, the lawyer is entitled to retain 75% of the collected amounts before final calculation of his/her fees. (See point 10).

If the case is lost, judicial costs may need to be paid to the opposing party in addition to the fees and costs owed to his/her lawyer. Judicial costs may be covered by a legal expenses insurance (see point 8.2), in accordance with their standard terms and conditions and after payment of the deductible.

6. COSTS AND EXPENSES

6.1. Costs

The costs are calculated either on the basis of a flat rate, between 3 and 5% of the total fees, or on the basis of a cost per unit, as follows

- administrative costs for the opening of the file and its conservation for 5 years.....45,00 €
Excl. VAT
- management costs and secretary :
 - typewritten page.....9,00 € Excl. VAT
 - fax and email.....7,00 € Excl. VAT
 - hearing file compiled.....40,00 € Excl. VAT
 - photocopies (individually)..... 0,30 € Excl. VAT
- travel costs (per km).....0,45 € Excl. VAT
- travel costs in Brussels9,00€ Excl. VAT
- archiving and conservation costs for 5 years40,00€ Excl. VAT

Prices are subject to VAT (+21%).

The costs of registered mail, couriers, registrar costs, as well as other travel costs (taxi, train, plane, etc.), etc. are paid at cost price.

6.2. Expenses

In accordance with point 4.5, the client will pay without delay the invoices for the payment of the fees and costs of external lawyers and third parties assisting the lawyer pursuant to points 4.2, 4.3 and 4.4. Most of these expenses are recoverable from the losing party.

7. INVOICE and PAYMENT

7.1. Invoice :

Advance fees may be invoiced in the course of the work and will be deducted from the final invoice after calculation of the VAT.

Services are detailed in a statement of costs and fees, which is not an accounting document. It is confidential and must remain as such since it includes the details of the services covered by the lawyer's or mediator's professional secrecy and sanctioned by the Criminal Code (article 458). An invoice is attached to the statement of fees; it is the sole document that should appear in the bookkeeping.

Expenses are invoiced separately without VAT or added to the global invoice after the calculation of the VAT since they are not subject to VAT.

7.2. Payment

Unless otherwise stated, payments must be made to the account of the S.R.L. ALTERYS:

ING BE account 91.3630.8206.5676, using the acceptance giro system mentioned in the invoice or as the case may be, with the case reference.

Expenses and fees invoices are payable upon receipt. Late payment interest, is based on the legal rate applicable to late payments in commercial transactions (B2B) or at half of this rate (B2C). Interest is computed from the eighth day following the payment date indicated in the invoice.

Any unpaid amount may also entail a 10%-compensation, without notification and without prejudice to lawyer's right to claim compensation for the actual damage suffered, as the case may be.

If the invoice is not disputed within eight days, the invoice is deemed accepted. In case of objection to any particular amount in the invoice, the undisputed amounts must be paid immediately.

Any inquiry regarding an invoice should be sent to the partner in charge of the case (*dominus litis*).

8. THIRD PARTY PAYMENT

8.1. The client acknowledges that he/she has received complete information regarding the possibility to benefit entirely or partially from third party payment (legal protection insurance, collective insurance, association, trade union, family members, legal aid, etc.).) for the entire or part of the price of the services provided by the lawyer/mediator.

If third party payment is considered by the client, he/she will immediately notify the lawyer or mediator and will immediately communicate the contact details of the third party as well as the conditions of payment, with particular notice to the maximum payment limits.

Unless otherwise stated, the lawyer or mediator contacts the third party payer at client's cost to provide the information necessary to estimate the coverage. The lawyer or mediator and the client may however agree that the client will communicate directly with the third party payer. Any communication from the lawyer to the third party payer is restricted to what is allowed under the lawyer's or mediator's professional secrecy duty.

The relationship between the lawyer or mediator and his client, however, remains *intuitu personae* and the client should agree on the information given to the third party in compliance with the rules of confidentiality.

Invoices from the lawyer or mediator will be sent under client's name to the third party payer.

The lawyer or mediator also draws client's attention to the fact that, even in presence of a third party payer, the client, in his capacity of client and principal, will bear the fees and costs that are not covered by the third party payer (e.g., the amount exceeding the maximum payment limits, the amount denied by the third party payer, the hourly rate or the calculation method for the final fees or costs challenged by the third party, the amount exceeding or provided by 6 articles 8 and 11 of the law d.d. April 22, 2019 aimed at the better accessibility to the legal protection insurance).

8.2. The consumer client acknowledges that he/she received complete information regarding the possibility to benefit from legal aid (“pro deo”) or legal assistance as well as regarding the income thresholds fixed for the eligibility to pro deo (appendix 5.1). Such thresholds are updated on the following website: [Combien ça coûte ? | AVOCATS.BE](http://Combien_ça_coûte_? | AVOCATS.BE)

9. SUSPENSION OF SERVICE

9.1. If any amount charged to the client remains unpaid or if the lawyer or mediator does not receive all information necessary for the management of the case or if he/she is not instructed when required, the lawyer or mediator will have the right, upon prior written notification, to suspend or interrupt any service. If the client's omission persists despite a reminder, the lawyer or mediator may end his work.

9.2. The lawyer does not suspend or interrupt his work when a time limit for filing a procedural act is running out. Lawyer's action will be strictly limited to safeguarding the client's rights.

9.3. When the lawyer or mediator suspends or interrupts his/her work, he/she will draw the client's attention on the consequences of the suspension or termination of service (e.g., current deadlines). The client is informed reasonably in advance of such suspension or termination of service in order to be able to find any alternative.

9.4. Fees, costs and expenses are calculated until the suspension, termination or end of lawyer's or mediator's work.

10. DEDUCTION OF FEES FROM THIRD-PARTY ACCOUNTS

10.1. The client mandates the lawyer to collect on his/her third-party bank account and seize in client's name and on client's behalf all amounts in capital, interests and costs owed by the opposing party by order of the court.

10.2. The lawyer is authorised to deduct any unpaid retainer, fees, costs or expenses from the collected amounts on behalf of the client, in the proper case or in any other case which he/she is responsible for, subject to article 5.5, al. 2.

The lawyer informs the client in writing prior to such deduction, attaching a copy of the outstanding invoices for retainers, fee statements, costs and expenses.

10.3. Except with express prior agreement in writing from the client, the lawyer will not deduct any amount from alimonies or other unseizable amounts collected on behalf of the client.

11. PREVENTION OF MONEY LAUNDERING AND TERRORISM FINANCING

11.1. The lawyer shall comply with legal obligations regarding the identification of the client or his principal. The latter undertakes to provide spontaneously all documents required for the identification and authorizes the lawyer to take copies thereof.

The lawyer's and client's obligations arise from the laws and regulations and in particular from the provisions of the law d.d. September 18, 2017 on the prevention of money laundering and the financing of terrorism, which applies in particular when the lawyer assists his/her client in the preparation of specific transactions such as: client's assistance in the preparation or completion of transactions such as the purchase or sale of real estate or commercial business;

management of equities funds or other assets funds owned by the client or its principal; opening or managing bank accounts such as current, savings or portfolio accounts; organization of the capital contributions for the constitution, management or steering of companies; setting up, management or steering of trusts, companies or similar structures or acting in the name and on behalf of the client in any financial and real estate transactions.

The information required from the client varies depending on whether it is an individual or a legal entity or an agent. The client will inform the lawyer swiftly and spontaneously of any modification in its status and will provide proof thereof.

11.2. When the nature of the case (as defined at point 11.1) or when the circumstances detailed in the law d.d. September 18, 2017 prevail (country of origin, issue with the identification, uncommon relationship between the client and the lawyer or the specificity of the operation at stake, public official or the like) the lawyer has a reinforced duty of vigilance. The client shall answer any question enabling the lawyer to comply with his/her legal obligations against money laundering and the financing of terrorism.

11.3. When the lawyer assists the client in legal proceedings or when he/she assesses the legal situation, the lawyer is required to strictly abide by the professional secrecy rule.

11.4. The lawyer is required by law to inform the Head of the Bar as soon as he/she notices facts that could be linked to money laundering or terrorist financing, except in the scope of the defence in court or the analysis of the legal situation of the client. The Head of the Bar will, if necessary, report the suspicious transactions to the Financial Information Processing Unit (CTIF).

12. APPLICABLE PROFESSIONAL RULES

ALTERYS lawyers abide by the ethical rules issued by their respective Bar Associations and available on <https://barreaubruxelles.be/le-barreau/regles-de-deontologie> (FR).

In the event of a breach of any professional ethical rules by a lawyer, any interested person can file a complaint with the Head of the Bar at batonnier@barreaudebruxelles.be.

A conciliation service is available free of charge to litigants and lawyers, as well as an Ombudsman for Lawyers (<http://obfg.ligeca.be/fr/contact> - ombudsman@avocats.be).

Alterys mediators are subject to the ethical rules issued by the Federal Mediation Commission, available at:

[deontologische code - code de deontologie av-ag 16 12 2020.pdf \(cfm-fbc.be\)](#)

In the event of a mediator's breach of professional ethics, any interested person may file a complaint with the disciplinary commission of the Federal Mediation Commission. Boulevard Simon Bolivar, 30 (WTC III) 1000 Brussels

Tel: 02 552 24 00 Fax: 02 552 24 10 secr.bemiddelingscommissie@just.fgov.be

13. PROFESSIONAL LIABILITY INSURANCE COVERAGE

13.1. The professional civil liability of ALTERYS and its lawyers and mediators is insured by the company chosen by AVOCAT.BE, currently ETHIAS Droit commun, whose registered office is established at 4000 Liège, rue des Croisiers, 24. The capital insured is €1,250,000

per claim (all damages combined) if the damaging event occurred before January 1, 2019 or €2,500,000 if the damaging event occurred after this date. The geographic area of the insurance plan covers the lawyers and mediators worldwide, excluding liability claims under the law or jurisdiction of Canada and the United States.

13.2. The risk insured is the lawyer's or mediator's professional civil liability, contractual or extra-contractual, for damages caused to third parties, resulting directly from errors of facts or law, negligence, omissions, oversights, delays, mistakes and inaccuracies (including oversight of procedural deadlines and errors in the transfer of funds) in his/her professional activities covered by the insurance.

The lawyer's and the mediator's professional activity insured is defined by the Judicial Code (legal advice, defence and representation in court or mediation), by the professional code of conduct, by the customs and practices authorised under the regulations applicable to lawyers and mediators.

A "third party" within the meaning of the insurance policy is the lawyer's or mediator's client.

The insurance also covers, as an additional guarantee, the lawyer's or mediator's liability relating to entrusted goods, the costs for the reconstitution of files, the costs for duplication of official document.

13.3. The lawyer's or mediator's professional civil liability does not include compensation of damages or does not cover liabilities resulting from operations unrelated to their professional activities. The insurance does not compensate damages resulting from events that the lawyer or mediator was aware of before the insurance contract took effect (January 1, 2019) and that were likely to result in the insurance guarantee.

In addition, professional civil liability insurance coverage does not apply if the lawyer or mediator committed gross negligence, defined as any failure to comply with laws, rules, safety standards, regulations or customary rules specific to his/her activity that anyone familiar with the sector would consider that it almost inevitably would result in damages.

The lawyer or mediator is not insured when accepting work assignment for which he/she should be aware that he/she does not have the necessary skills, technical knowledge or human and material resources.

The lawyer or mediator informs the client in advance when the work assigned involves a specific and significant risk, or a risk of exclusion or forfeiture of the insurance coverage.

13.4. The specific conditions of ALTERYS insurance policies, including the conditions of exclusion and the deductibles provided for, will be communicated to the client upon request.

14. END OF CONTRACT – CONSERVATION OF ARCHIVES – DESTRUCTION OF ARCHIVES

14.1. End of contract

The client may terminate the service with the lawyer or mediator at any time in writing.

However, when the work is part of a subscription, or of a suite of cases, the lawyer or mediator can agree with the client on a notice period or a compensation.

At the client's first request, the lawyer will hand over the file to him or to the designated lawyer, at the client's cost, and preferably by digital means (with the exception of the original

documents which will be returned on first request at the closure of the case). By definition, the mediator has no documents to send back to the client.

The lawyer or mediator may also terminate the contract at any time by informing the client in writing.

Where circumstances so require, the lawyer or mediator terminating the contract will take protective measures and will give the client a reasonable period of time to organise his/her defence or the resolution of the dispute.

In any event, the client remains responsible for the payment of any fees, costs and expenses incurred by the lawyer or mediator until the last day of work.

14.2. Archives management

In accordance with article 2276bis of the Civil Code (old version), the lawyer or mediator keeps the archives of the client's file for a period of 5 years from the date on which:

- the client terminated the lawyer's or mediator's work;
- the lawyer or mediator terminated his/her work;
- the case is closed by the completion of the service.

The documents are stored digitally, except for original documents. For what regards the lawyer (not applicable to the mediator) are kept: the correspondence and main procedural documents, as well as substantive documents.

For files subject to the law of September 18, 2017 relating to the prevention of money laundering and the financing of terrorism, the retention period relating to the identification of the client is extended to 10 years.

At the end of the 5/10-year period, the lawyer or mediator may destroy all the documents, without exception, after prior information of the client in writing reasonably in advance in order to allow him/her to retrieve the documents. It is client's responsibility to request all or part of the documents in the file before the expiration of the 5/10-year period. The documents to be returned should be picked up at the lawyer's or mediator's office.

If the client requests the mailing of documents, it will be done at the client's cost (flat price of 50 EUR). The lawyer or mediator may require advance payment of such cost before returning the documents to the client.

Payment of the mailing cost should be made within one month from payment request, failing which the client is deemed to have cancelled the return of documents. The lawyer or mediator will inform the client of such cancellation in writing with effect at the expiration of a 8 working day-period.

15. USE OF PERSONAL DATA

The client's data is collected and processed in accordance with the applicable legislation (GDPR), and the client consents to the use of such data for the purposes of handling the case and the completion of lawyer's or mediator's duties (Annex 4).

The client agrees to receive general legal information and information regarding lawyer's activities (not applicable to the mediator).

16. RIGHT OF WITHDRAWAL FOR THE "CONSUMER" CUSTOMER ⁵

16.1. In accordance with articles VI.47 and VI.67 of the Code of Economic Law, when the contract between the lawyer or mediator and the "consumer" client is concluded "at a distance" ⁶ or "outside the usual premises of the lawyer or mediator" ⁷, the client "consumer" has a 14-day cooling-off period, within which he/she has the right to withdraw from the contract without giving any reason.

16.2. The decision to withdraw must be notified in writing by means of an unambiguous declaration (e.g., registered post, fax, email or the withdrawal form at Appendix 3).

16.3. The lawyer or mediator will reimburse the costs and fees paid by the consumer within 14 days from the day on which the lawyer was informed of the exercise of the right of withdrawal, using the same payment mode, unless if the customer expressly requests the use of a different mode.

16.4. For the withdrawal right to take effect, the customer must send his declaration relating to the exercise of the right of withdrawal before the expiration of the withdrawal period provided at point 16.1.

16.5. The consumer client who requests the performance of services during the withdrawal period will bear the fees, costs and expenses incurred by the lawyer or mediator until the day on which he/she informed the lawyer or mediator of the exercise of his/her right to withdraw.

Furthermore, the consumer may not exercise the right of withdrawal after the service has been fully performed if the execution has commenced with his/her prior express agreement, and if he/she acknowledged that he/she would lose the right of withdrawal once the contract will have been fully executed by the lawyer or mediator. To this end, he/she will have completed the declaration set out in appendix 3.

The lawyer or mediator is released from any duty to provide information regarding the consequences of the termination of his/her work.

17. GOVERNING LAW – JURISDICTION

17.1. The contract between the lawyer or mediator and the client is governed by Belgian law.

The present terms and conditions are governed by, construed and enforced in accordance with the Belgian law. They prevail over any other standard terms and conditions of the client, unless expressly agreed otherwise.

⁵ That is to say, "any natural person who acts for purposes which do not fall within the scope of his commercial, industrial activity, artisanal or liberal" (Code of Economic Law, article I.1, 2°).

⁶ That is to say, "any contract concluded between the company (i.e. the lawyer) and the [client] consumer, within the framework of an organized system of (...) remote service provision, without the simultaneous physical presence of the company (i.e. the lawyer) and the [client]consumer, through the exclusive use of one or more remote communication techniques, until the moment, and including the moment, when the contract is concluded » (Code of Economic Law, article I.8, 15°).

⁷ That is to say, an "off-premises" contract within the meaning of article I.8., 31° of the Code of Economic Law 10 with a withdrawal period of 14 days from the conclusion of the contract. this contract, within which he has the right to cancel the contract he has concluded with the lawyer or mediator, without giving reasons

If the client is a consumer with his/her domicile outside Belgium, the law of his/her country of residence applies, without prejudice to the lawyer's or mediator's right to agree with the client on the application of Belgian law.

17.2. Competent courts

Any dispute or issues relating to the lawyer's work will be subject in the first instance to the conciliation free of charge organized by the French Order of the Brussels Bar ⁸ (batonnier@barreaudebruxelles.be), and then, as the case may be, either to mediation or to arbitration where the total amount of the disputed fee statement amounts to or exceeds EUR 2,000.00 excluding VAT, or to legal proceedings in French before the Brussels courts.

Any dispute or issues relating to the mediator's work amounting to or exceeding EUR 2,000.00 excluding VAT will be subject to mediation. The parties undertake to participate at shared costs in at least a half-day plenary mediation session. The seat of mediation is Brussels and the mediation is conducted in French.

If parties fail to settle their dispute amicably, the Brussels French speaking courts will have sole jurisdiction on the dispute.

⁸ Article 5.27 and following of the Lawyer's Code of Ethics and article 4.6.1 of the Internal Regulations (<https://www.barreaubruxelles.be/le-barreau/regles-de-deontologie>)