

**AGREEMENT BETWEEN LAWYER AND CLIENT**

Between the undersigned :

LL.M [...]

on behalf of the private limited company **LINC.LEGAL** (BV L.Inc), with its registered office established at 2000 Antwerp, Museumstraat 31-33, Crossroads Bank for Enterprises (KBO) 0698.686.446,

Hereinafter referred to as "the lawyer".

and

[...]

hereinafter referred to as "the client(s)".

HAVE AGREED :

**ARTICLE 1 – SUBJECT OF THE PROVISION OF SERVICE**

1.1. The lawyer acquires the general instructions from the client to provide assistance as a lawyer.

(Concerning .....)

2.2. Outside of the usual tasks executed by the lawyer, the client agrees that the lawyer can, under the lawyer's own responsibility for specific instructions, rely on other lawyers for the execution of the instructions. The lawyer will only rely on third parties, such as civil-law notaries, experts or accountants, after express agreement from the client, which third parties will be chosen in consultation with the client.

**ARTICLE 2 – COSTS AND FEE**

2.1. The statement of the costs and fee of the lawyer can contain four elements: (a) the costs of the lawyer, (b) the court costs, (c) the fee (d) and a success-fee.

2.2. The costs of the lawyer contain the office costs, which are charged as a fixed amount.

The allocation of the office costs takes place as follows:

- The specific charging of the fixed costs in conformity with the prices included in appendix 1, where relevant index linked in accordance with the index figure of the consumer prices.
- A general allocation of the costs pro rata 15% over the fees to be charged.

*(delete as appropriate)*

For the printing, administrative processing and later archiving of a new file, a fixed amount of 150 Euro is always charged. Travel expenses are always charged separately in conformity with the rate under appendix 1.

2.3. The court costs and expenditure are the costs that will be owed to third parties, such as the bailiff (for example the costs of the summons), the court clerk (for example register duties), translators and public authorities (for example for the delivery of certificates), costs of a court-appointed expert, ...

Insofar as these costs were not charged directly by these third parties to the client, the court costs will be precisely and detailed set out at the charging on in the statement of the costs and fee.

2.4. The fee is the payment for the services provided by the lawyer. This will be owed by the client to the lawyer and will be determined in accordance with article 459 of the Judicial Code and the parameters determined hereinafter.

The fee will be determined as follows:

- In conformity with the hourly rates included in appendix 1, where relevant index linked;
  - For a derogating hourly rate as follows:
    - Basic hourly rate: .....
    - Basic hourly rate employees: .....
- (delete as appropriate)*

2.5. In the event of complete or partial success of the instructions entrusted by the client to the lawyer, the lawyer can charge an additional fee or success-fee calculated over the totality of the amounts obtained (on demand) or indemnified (on defence).

The following success-fee has been agreed in the current file or in the current framework agreement:

- ..... % over the achieved result.

2.6. The fee described above is excluding VAT. Except in the event that an exemption is provided by law, the fee will be increased by the VAT at the applicable rate.

### **ARTICLE 3 – INVOICING OF COSTS AND FEE**

3.1. The lawyer can request advance payments or interim payments from the client by means of so-called advance invoices or interim invoices with regard to the services provided or to be provided and the (court) costs incurred or to be incurred by the lawyer.

3.2. The advance invoices or interim invoices will be deducted from the final invoice.

3.3. The lawyer can withhold from amounts received on behalf of the client sums to cover outstanding invoices. The lawyer will inform the client of this in writing. This provision does not affect the right of the client to dispute the invoices from the lawyer in conformity with article 3.4.

3.4. If the client does not agree with an invoice or the services charged, the client must object to this in writing no later than fifteen days after receipt, in the absence of which this must be deemed to be accepted.

### **ARTICLE 4 – PAYMENT TERMS**

4.1. The client must pay all invoices no later than fifteen days after the date of the invoice concerned.

4.2. The client will be liable, regarding the outstanding balance of the invoice from the due date by operation of law and without prior notice of default until payment in full, to pay interest equal to 10% per month over the outstanding balance, as well as flat-rate compensation of 10% over the outstanding balance with a minimum of 150 Euro, without prejudice to the court costs incurred in the event of judicial collection of this balance.

4.3. If the client remains in default within the stated period, the lawyer will be entitled to temporarily suspend or permanently cease the lawyer's intervention, provided that the client has been informed of this in advance.

### **ARTICLE 5 – LIABILITY**

5.1. The lawyer's professional liability is insured for an amount of 2,500,000 Euro under the Collective Insurance Policy Civil Professional Liability of lawyers taken out by the Flemish Bar Council (AMLIN, policy LXX034899 through insurance broker Vanbreda Risk & Benefits, most recently renewed on 01/01/2020 for a duration of three years).

5.2. The lawyer informs the client that, for the specific handling of the client's case, a higher insurance can be taken out on the condition of payment of an additional premium. Unless otherwise separately agreed, the client confirms to consider the lawyer's usual insurance sufficient and accepts that the damage the client suffers as a result of a professional error on the part of the lawyer is limited to the amount of 2,500,000 Euro for which the lawyer is insured. This limitation will not apply in the event of an intentional act or gross error.

5.3. If the professional liability insurer does not cover the damage, without this being attributable to the lawyer, the compensation on the basis of a professional error on the part of the lawyer will be limited in principal sum, costs and interest to an amount of 25,000 Euro.

## **ARTICLE 6 – PRIVACY**

The client states to have become aware of the privacy statement, which forms part of this agreement and is attached under appendix 2 of this agreement. By means of signing the client provides permission to the lawyer for the processing of the personal data set out for the purposes set out.

## **ARTICLE 7 – TERMINATION**

7.1. The client can terminate the agreement at any time by means of informing the lawyer of this in writing. The lawyer will submit the final invoice to the client, taking into account the lawyer's services until the termination of the agreement.

7.2. The lawyer will return the documents in the file to the client upon first request.

7.3. The lawyer can terminate the agreement at any time by means of informing the client of this in writing. For the determination of the time at which to cease the services, the lawyer must take into account the client's option to obtain the necessary assistance from another lawyer in a timely manner.

## **ARTICLE 8 – APPLICABLE LAW, DISPUTES, TERRITORIAL JURISDICTION**

8.1. Belgian law applies.

8.2. Any dispute forms part of the exclusive jurisdiction of the courts in the district where the head office of the lawyer is situated.

Thus drawn up in Antwerp on [...] in as many copies as there are parties with a distinctive interest.

Each of the parties acknowledges to have received a copy signed by all parties.

For the lawyer,

For the client,

**APPENDIX 1 :**  
**COSTS AND FEES TO BE CHARGED IN THE**  
**ABSENCE OF AN INDIVIDUAL AGREEMENT**

If no individual derogating agreement is concluded, the following rates will be charged:

**Standard hourly rate (excluding VAT):**

130 Euros for juniors  
170 Euros for senior-associates  
200 Euros for partners

The amounts are to be multiplied by a factor of 1.5 to 2 in the event of urgency (for example preliminary relief proceedings) and/or high complexity/specialisation.

With the exception of realistic charging of the provided services a fixed 5 minutes will be charged for an outgoing letter/email/fax and 3 minutes for an incoming letter/email/fax.

**Office costs (excluding VAT):**

Printing, closing and archiving file:

Fixed: 150 Euro.

Dactylography, postage and office organisation:

Fixed allocation of 15% over the hourly rate

*or*

Dactylography: 10 Euro per started typed sheet (statement, letter, email, fax).

Postage charges are charged on at the actual costs.

Travel:

Travel expenses: 0.60 Euros/km.

Third parties costs:

Third parties costs are always in principle settled directly.

[Amounts to be indexed in accordance with the evolution of the index of the consumer prices (basis 01/2023)]

## **APPENDIX 2:** **PRIVACY POLICY**

Most recently adjusted text: 1 July 2023

L.Inc BV (linc.legal) is a law firm. In the context of our activities we process personal data within the meaning of the General Data Protection Regulation (further to be referred to as: GDPR). We wish to inform you with this document of the personal data that will be processed and your rights with regard to this processing.

### **1. Contact details controller**

The controller responsible for the personal data is L.Inc BV. You can reach us at the address below, by email, by telephone or by fax:

Museumstraat 31-33  
2000 Antwerp  
tel. +32 (0)3 302 47 47  
email [info@linc.legal](mailto:info@linc.legal)

### **2. Purposes of the collection of personal data**

We collect personal data for the following purposes: our activities as lawyers (including assistance with proceedings at law and otherwise and legal advice), personnel administration and management, invoicing and accounting, client and supplier management, publicity purposes (including events and seminars for clients, newsletter and networking activities), security, cooperation with other lawyers and with various service providers, recruitment and selection, knowledge building and management.

### **3. The legal ground for the processing**

We only process personal data when the processing is supported by a legal ground, namely: when the data subject has given permission, when the processing of the data is necessary for the provision of our services, when the processing is necessary to comply with a statutory obligation, when the processing is necessary for a task in the public interest, or to protect the vital interests of the data subject.

The personal data of those who are in a contractual relationship with us (including clients, personnel, service providers,...) will be processed because this is necessary for the performance of this agreement. Communicating personal data can be a necessary condition for concluding an agreement. The failure to provide this can prevent or limit the provision of our services.

The personal data of third parties will be processed if the processing is necessary for the execution of a task in the public interest (assistance from lawyers at law and otherwise) on the one hand and for looking after the legitimate interests of our clients on the other hand. These legitimate interests consist of the provision of our services as a law firm for the client involved.

The personal data of the addressees of our newsletter will be processed on the basis of the permission given, which can be withdrawn at any time by un-subscribing via the link stated at the bottom of the newsletter or by contacting us at [info@linc.legal](mailto:info@linc.legal). Subscribing for our newsletter implies permission for the processing of personal data provided to us thereby.

Special categories of personal data (related to race or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, health, sexual behaviour or sexual orientation) will only be processed if the data subject has given express permission, the processing is necessary for instituting, exercising, or substantiating a legal action, or one of the other conditions as included in the GDPR.

### **4. Categories of personal data that will be collected**

The following categories of personal data can be collected: name, address (analogue and digital), telecommunication data, accounting data, including account number and financial information, gender, age, national register number, VAT and/or enterprise number, information related to the work situation, social security status and related information, wage details, data with regard to proceedings under civil law, administrative law and criminal law, including convictions and criminal offences, health data (pursuant to legal assistance at law and otherwise), family situation, marital status, images, video and sound recordings.

### **5. Recipients or categories of recipients of the personal data**

The categories of recipients of the personal data are the following: judicial authorities, public services, enterprises and individuals (clients, counter parties and third parties), lawyers, bailiffs, civil-law notaries, experts, IT service providers, communication agencies, translators, social secretariat, external prevention department and other service providers of the firm.

As lawyers, we are bound by the professional duty of confidentiality provided for in the Criminal Code and prescribed by deontology when dealing with personal data.

We can process data in a country outside the European Economic Area only insofar as and to the extent that this is strictly necessary in the context of the provision of service as lawyers dealing with the file, which the data in question relate to.

### **6. Your rights as a data subject during the processing of personal data**

With the proviso of our professional duty of confidentiality, you have the right at any time to request information about the personal data that we keep up to date regarding you.

You can change incorrect data and add to incomplete data.

You have the right to request that we delete your personal data, except in the event when the processing is necessary for the right to freedom of expression and information, for compliance with a statutory processing obligation or a task vested in us, which is in the public interest, or for instituting, exercising or substantiating a legal action.

You have the right to request that we restrict the processing of your personal data in the following cases: if you are of the opinion that your personal data is incorrect, if according to you there is no legitimate interest for the processing of your personal data, if we no longer require the data but you do need the data for instituting, exercising, or substantiating a legal action, and if you object to the processing of your personal data because the processing by the controller was wrongly based on the necessity for the execution of a task in the public interest, or for looking after our legitimate interests or those of a third party.

You can request the transfer of your personal data to yourself or to a third party. The GDPR provides a number of restrictions of this right.

You have the right to object to the processing of your personal data because the processing by the data controller was improperly based on the necessity for the execution of a task in the public interest, or the protection of our legitimate interests or those of a third party, and in the case of direct marketing.

You can exercise all these rights by means of contacting us through the contact details set out in title 1. We must be able to verify your identity based on your message so that another person cannot exercise your rights. We will deal with your complaint as soon as possible. You can also contact us with questions or comments with regard to your personal data or our privacy policy.

## **7. Breach**

In the event of a breach related to personal data, we will report this no later than 72 hours after the discovery thereof to the supervisory authority set out in title 9. All data mandatory in accordance with the GDPR will be included in the report. We will document all breaches, the consequences thereof and the corrective measures taken. If the breach probably entails a high risk for your rights and freedoms, you will be promptly informed of this.

## **8. Retention period**

Having regard to the liability periods, retention periods of accounting documents and in the interest of the clients, your personal data will remain saved for ten years after the date of the closure of the last file, which the personal data relate to. The personal data that are not related to a file dealt with by a lawyer, will remain saved for as long as necessary for conducting the activities set out in this policy.

## **9. Supervisory authority**

You can submit any complaints to the Data Protection Authority, Drukpersstraat 35, 1000 Brussels, [www.privacycommission.be](http://www.privacycommission.be).