



STARKS
IP & International Trade Law

General terms and conditions

Article 1 - GENERAL PROVISIONS

- 1.1. These General Terms and Conditions apply to all quotations, offers and agreements between STARKS BV, with registered offices at 9040 GENT, Striemenbergstraat 15, company number 0746.693.033, RPR Ghent, division Ghent ("STARKS") and its clients. Any deviations from these General Terms and Conditions can only be invoked against us subject to our written confirmation. Even in that case, these General Terms and Conditions remain in force for all points from which there has been no explicit deviation.
- 1.2. We reserve the right to unilaterally amend these General Terms and Conditions in accordance with the changes in our commercial policy and the economic and legal requirements. The new general terms and conditions shall enter into force immediately upon their notification to the client.
- 1.3. The General Terms and Conditions will be transmitted to the client before the start of the performance of the services. By accepting STARKS' proposal, the client confirms that he has read these General Terms and Conditions in advance and that he has accepted these General Terms and Conditions.

Article 2 - SUBJECT OF THE SERVICES

STARKS is consulted by the client to provide the following services (Services):

- counselling services;
- drawing up or editing agreements;
- providing assistance during a mediation procedure or negotiation;
- litigation.

Article 3 - INFORMATION

STARKS informs the client promptly about the execution of his assignment and about the progress of the case handling. The client shall provide STARKS with all useful information punctually and during the entire duration of the assignment.nt.

Article 4 - ENGAGEMENT OF THIRD PARTIES

- 4.1. In addition to the usual tasks performed by a law firm, the client agrees that STARKS may, under the latter's responsibility, engage other (Belgian or non-Belgian) lawyers for specific assignments in order to carry out its mission.
- 4.2. If the execution of the assignment requires the assistance of a bailiff or a translator, the client shall leave the choice of these professionals to STARKS.
- 4.3. STARKS shall only engage other third parties, such as civil-law notaries, experts or accountants, when they are chosen in consultation with the client and with the client's express consent.



Article 5 - FEES AND EXPENSES

- 5.1. The statement of STARKS' fees and expenses may contain four elements: the actual fees, STARKS' office and administration costs, the fees of third parties and the legal costs and expenses.
- 5.2. Legal costs and expenses are the costs that STARKS has had to advance to third parties, such as the court registry, translators and public bodies. These costs are stated precisely and in detail in the statement of fees and expenses and are thus passed on to the client. The bailiff's fees shall be charged by the latter directly to the client.
- 5.3. The fee is the remuneration for the Services provided by STARKS. The Services provided are charged either on an hourly basis (on the basis of the agreed hourly rate) or on a flat-rate basis. In certain cases, an additional fee may be agreed depending on the results achieved ("success fee").
- 5.4. In addition to the fees payable, office and administration costs shall be charged. These costs shall be calculated on the basis of the percentage of the fees determined in the special terms and conditions.
- 5.5. Any travel expenses incurred by STARKS in connection with a particular file shall be charged to the client at the actual rates.
- 5.6. STARKS requests one or more advance payments (via an advance invoice) before the start of the provision of the Services and during the processing of the file. An advance is the fixed amount paid by the client to STARKS prior to the final statement (the final invoice). In the final statement of fees and expenses, the advances shall be deducted from the total amount.
- 5.7. All our invoices are payable at our registered office within a period of 8 days after the invoice date. In the event of non-payment on the due date, interest on overdue payments will have to be paid ipso jure and without formal notice, at an interest rate of 10% per annum.

In addition, the amounts due and not paid on the due date will be increased ipso jure and without formal notice by a fixed indemnity of 10% of the amount due and payable, with a minimum of 125 euros, without prejudice to our right to claim a higher indemnity, provided that proof of the damage actually suffered is submitted.

- 5.8. The exceeding of a payment term, as well as any serious damage of any nature to the client's creditworthiness, entails the immediate payability of all amounts due, for whatever reason, and the discontinuation of further delivery.

Article 6 - THIRD PARTY FUNDS

- 6.1. STARKS will transfer all amounts it has received on behalf of its client to this client in the shortest possible time. If STARKS is unable to transfer any amount immediately, it will inform the client of the receipt of this amount of the reason for the non-transfer.
- 6.2. STARKS may deduct from the amounts it receives on behalf of the client any amounts to cover its outstanding invoices. It shall inform the client of this in writing. This provision does not affect the client's right to contest STARKS' invoices and to claim payment of the amounts withheld.
- 6.3. STARKS shall immediately transfer all amounts received from the client for the account of third parties to these third parties.



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Article 7 - LIMITATION OF LIABILITY

- 7.1. All STARKS' lawyers are insured for their professional liability for an amount of EUR 2,500,000.00. STARKS informs the client that in certain cases, a higher insurance can be arranged subject to the payment of an additional premium.
- 7.2. The client considers the regular insurance of STARKS' lawyers sufficient and accepts that the compensation for the damage he suffers as a result of a professional misconduct on the part of the lawyer concerned is limited to the amount for which the lawyer is insured.

Article 8 - TERMINATION OF THE AGREEMENT

- 8.1. The client can terminate the agreement at any time by informing the STARKS' lawyer concerned of its decision in writing. STARKS shall transfer its final invoice to the client, taking into account its performance until the termination of the agreement. STARKS cannot claim any compensation for the termination.
- 8.2. STARKS shall return the documents in the file to the client upon first request.
- 8.3. STARKS may terminate the agreement at any time by notifying the client of this in writing. STARKS must take into account the possibility for the client to obtain the necessary assistance from another lawyer in a timely manner in order to determine the moment at which it discontinues its performance.

Article 9 - INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights created during the performance of the Services are owned by STARKS. Except where expressly provided for by law, no part may be reproduced, stored in a retrieval system or transmitted in any form or by any means, without the express prior consent of STARKS.

Article 10 - INFORMATION IN COMPLIANCE WITH THE SERVICES LEGISLATION ¹

STARKS BV is a law firm in the form of a private limited company (BV) under Belgian law.

The lawyers are members of the Bar of Ghent.

The professional liability of lawyers is insured in the first instance with Amlin Europe NV via Vanbreda Risk & Benefits and offers a guarantee of EUR 2,500,000 per claim.

The professional rules and code of conduct for lawyers can be consulted on the website of the Flemish Bar Association (www.advocaat.be).



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Article 11 - APPLICABLE LAW AND JURISDICTION

11.1. Belgian law, with the exception of the CISG and the rules of private international law, is applicable.

11.2. In the first place, the parties will try to settle their disputes amicably. If no amicable settlement is possible, any dispute shall be subject to the exclusive jurisdiction of the courts of Ghent, having its department in Ghent, or any other competent court at STARKS' discretion, unless the law prescribes a binding alternative court. This also applies to disputes in interim injunction procedures.