

**Method for calculating Expenses and Fees and conditions of BV Advocatenassociatie LM&DS,
Registered under the number 0894.715.033.**

Unless specifically agreed otherwise (e.g. value tariff or flat fee), to be agreed upon in writing on a case by case basis, the expenses and fees of LM&DS are set as follows:

1. The services of LM&DS shall be charged as expenses on the onehand and as fees on the other.
The expenses shall consist of specific costs imputed to a case, and fixed and variable office costs which cannot be imputed specifically and which are distributed objectively over all cases. LM&DS does not provide pro bono (pro deo) services.
All amounts are exclusive of VAT.
2. The following costs shall be charged:
 - Opening of the case file (fixed fee of € 50.00/file)
 - Correspondence (€ 10.00 per page)
 - Typing (procedural documents –briefs, summons, inventory, petition to the court... at € 12.00 per page)
 - Registered mail (€ 20.00)
 - Photocopy (€ 0.10 per page, except for specific copy for third parties at actual price)
 - E-mails (€ 8.00 per page)
 - Consultation of national register (€ 15.00)
 - Financial transaction (€ 2.00)
 - Court fees and related costs
 - Kilometre allowance (€ 0.50/km), in principle to be charged by the fastest route
 - Attendance (time spent waiting at a court session or elsewhere, travel time, at € 100.00/h)
 - Non-specifically attributable costs (spreading of office costs over the cases: e.g. cost of office and infrastructure, utilities, bank costs, library, subscriptions, online service, etc.) at 7.5 % of the fee.
3. The fees are charged per registered time unit of the lawyer(s) in charge of the case (practitioner) and/or case manager(s). The basic fee varies between € 130.00 and € 175.00/h depending on the qualification of the practitioner. For cases in which the person paying the invoice is a consumer, the basic fee is reduced to an amount between € 110.00 and € 150.00/h, depending on the qualification of the practitioner.
If there is an urgent need for intervention by LM&DS, the fee can be corrected by applying a coefficient multiplied by the hourly rate.
The fee can be adapted to the consumer price index by LM&DS and will be adjusted every 1^o January of the new calendar year according to the formula = basic fee x new index/starting index. The starting index is that of April 2022. The new index figure is that of the month of November preceding the year of the adjustment.
4. The client agrees that LM&DS, under its responsibility, may call upon lawyers who are not permanently attached to the firm to perform specific tasks (e.g. postponement of the court date).
5. For a case in which the lawyer must represent the client before a court, before a commission or authority, the minimum fee amounts to € 250.00.
6. LM&DS will charge its expenses and fees in the interim by requesting retainers (invoices). If these are not charged, the expenses and fees are charged in full and without discount at the end of the intervention. After termination of the assignment for whatever reason, the client shall reimburse LM&DS for services rendered and costs incurred up to and including the effective date of termination. All invoices are payable within 15 days after it was sent. As of the due date, the invoices shall be increased by a conventional interest rate equal to the interest rate specified in Art. 5 of the law on combatting late payment in commercial transactions, and by and an additional compensation of 10% on the invoice amount.
7. In all cases covered by legal expenses insurance, the insurance company and the client shall be jointly and severally liable to pay the expenses and fees.
8. Any comments on the invoices must be formulated within 15 days, failing which they will no longer be taken into consideration. LM&DS is the first point of contact for complaints. Should you be unable to reach an agreement, you can contact the bar association of de province Antwerpen (Orde van Advocaten van de balie provincie Antwerpen, Keizerstraat 20, 2800 Mechelen, T: 015/20.90.63 en F: 015/21.21.35). However, you always retain the right to initiate legal proceedings.
9. In the event of non payment of invoices, LM&DS shall be entitled by law and without prior notification to suspend its future activities. In the event of non-payment or late payment of an invoice, all other invoices shall become due and payable by law.
10. The courts of the district of Antwerp, section Mechelen and the Justice of the Peace of the subdistrict of Mechelen have jurisdiction for any dispute regarding the invoices or the collection thereof.
This is without prejudice to the possibility of using - by mutual agreement to be given at the moment itself - the possibilities provided for in articles 54 et seq. of the Codex Bar Association of the Province of Antwerp, i.e. conciliation, mediation or appraisal /assessment committee.
11. The liability of LM&DS shall be limited to the coverage and the ceiling of the insurance policy taken out by its lawyers through the Bar Association (Orde van advocaten).
12. In the event that one of the above provisions should be deemed to be invalid, the others shall remain valid. In case of a dispute concerning the interpretation of the language used in these terms and conditions, the Dutch version of the terms and conditions shall take precedence.

Privacy statement

1. Within the framework of the collaboration and in order to enable LM&DS to defend his interests, the client or his representative shall provide to LM&DS orally or in writing a wide range of personal data, such as identification data, personal characteristics, profession, education, financial data, complaints, incidents, leisure activities, physical and psychological information, ... as well as any other data that might be useful for the defence of his interests, including special and/or sensitive data, such as medical information, criminal history, data that may reveal race, ethnicity, religious or philosophical conviction, sexual orientation, political views or trade union membership.
2. If the client communicates personal data of employees, agents or third parties to LM&DS, the client shall ensure that these data were obtained, processed and transferred in accordance with the Belgian Act of 8 December 1992 on privacy protection in relation to the processing of personal data and the European Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data. The client shall therefore indemnify LM&DS for any liability or penalty that LM&DS may incur as a result of processing these third parties' personal data.
3. The client shall bear responsibility for the correctness of and keeping up to date the personal data that he provides to LM&DS.
4. In addition, LM&DS can also request personal data via official instances (government authorities, courts, process servers, etc.).
5. The client expressly gives his consent for LM&DS to process the above-mentioned data within the framework of the defence of his interests.
6. With regard to the processing of personal data of third parties, LM&DS invokes the legitimate interest of the client or the necessity for the establishment, exercise or defence of a legal claim.
7. In addition, LM&DS reserves the right to process this information with a view to its legitimate interests or those of third parties, the exercise of the fundamental right to freedom of expression or information and/or the establishment, exercise or defence of a legal claim.
8. LM&DS only transfers the data to third parties if this is necessary for the exercise of its mission and/or with the approval of the client. In any event, the client is always informed of such transfers.
9. LM&DS can also disclose the personal data if specific legislation or a legal proceeding obliges it to do so, within the framework of an investigation into suspected or actual fraudulent and illegal activities or in execution of its own legitimate interest.
10. LM&DS takes the protection of personal data seriously and has taken appropriate measures in order to prevent abuse, loss, unauthorised access, unwanted disclosure and unauthorised alteration.
11. LM&DS shall preserve the client's data in physical form for 5 years after the file is closed. The files can be (partially) preserved electronically for up to 20 years.
12. The client has a right to access, to rectification and erasure of his own personal data. Furthermore, the client has the right to transfer the data provided by him and he can address an objection to the processing to LM&DS.
13. The client can revoke his approval, in whole or part, at any time. However, this may entail that LM&DS shall no longer be able to assist the client for deontological or legal reasons.
14. LM&DS reserves as necessary the right to charge a reasonable fee in light of any administrative costs possibly associated with the granting of the request(s).
15. If the client has any questions, comments or requests in connection with this privacy statement and the way his personal data is processed, he can contact the lawyer responsible for his case or send an e-mail to privacy@lmds.be.
16. If the client at some point finds that one of his rights was not respected, he can also file a complaint with the Belgian Data Protection Authorities (see: www.dataprotectionauthority.be).