



General terms and conditions

This document contains the general terms and conditions concerning the intervention of Etude Patrick Goergen, Avocats à la Cour, 25 rue Philippe II, BP 381, L-2013 Luxembourg, here represented by Maître Patrick GOERGEN, hereafter named «the Lawyer», in his capacity as lawyer, vis-à-vis his clients (hereafter named « the Client » or « the Appointer » or collectively « the Clients »), for the purpose of transparency and possible budget planning. The terms and conditions form an entire part of any agreement the Lawyer will sign with his Client. They integrate in any agreement or specific contract and form an entire part of any specific mandate. These terms and conditions have priority towards any possible former agreement between the Lawyer and his Client as well as towards any opposite or alternative provisions taken by the Client or any other third person.

These terms and conditions, in the absence of any other express and written agreement, form the framework costs and fees agreement between parties. They apply automatically to any mandate already started, except in case of a specific written opposite provision.

Any missions and services are considered to have been accepted and rendered by the Lawyer, even if the implicit or explicit purpose consists in rendering a mission or service by a person specifically designated.

The ethical rules of the lawyer's profession are contained in the internal regulation of the Luxembourg Bar Association, which can be looked at and downloaded under www.barreau.lu.

Section 1 Relations between the Lawyer and the Client

1. Extent of the Lawyer's assignment

The extent of the Lawyer's assignment is limited by the terms of a special document signed by the Lawyer and the Client. Draft specific mandates are enclosed to the general terms and conditions.

2. Mandate

2.1. Specific mandate. The Lawyer may receive power to negotiate, to act or to sign in the name and for the account of his Client. Such mandate has to be specific and may not have a general character.

2.2. The Lawyer's commitments. The Lawyer will act with caution and make haste and will ensure, before accepting a mandate, that this mandate has a lawful subject and that its carrying out will not undermine any fundamental principle or any provision of the internal regulation of the Luxembourg Bar Association. The Lawyer will ensure that the mandate acceptance will not make up a contravention of the incompatibilities foreseen by the law, in particular the prohibition of any commercial activity.

The Lawyer will strictly respect the mandate subject and make sure to receive an extension of his powers as required if required by the circumstances.

The Lawyer, as any other proxy, has to act within the limits of his mandate, on pain of personal liability towards his clients with regard to any act made outside such limits. He is however assumed to have a mandate of the party he represents, until disavowal (Luxembourg District Court, 5 July 1882, 3, 59).

2.3. Termination of the mandate. The *ad litem* mandate gives the Lawyer the power to accomplish any act deemed necessary to obtain a judgment terminating the instance, except in case of disavowal by the party he represents (Appeal Court, 2 June 1948, 14, 396).

The Lawyer's mandate, except in case of revocation, is only terminated with the instance for which it has been consented (Cassation Court, 2 June 1893, 3, 228; 31 July 1902, 6, 156).

Specifically, if the Lawyer mandated by his client to collect a debt, to establish the accounts and receive payments, delivers receipt of the funds received on the grounds of the accounts with giving up any following lawsuit against the debtor, the confession as well as the giving up made by the lawyer are valid towards the debtor and are binding on the client until disavowal (Luxembourg District Court, 5 July 1882, 3, 59).



2.4. *Election of domicile.* The Client may elect domicile in the Lawyer's offices only with the Lawyer's consent.

3. Consultations

3.1. *Place.* The Lawyers receives his Clients in his offices or, if he deems that circumstances require it, at any place compatible with the dignity of the profession and preserving his independence and professional secrecy.

3.2. *Preparation.* The Lawyer will ask the Client asking for an appointment to specify the nature of the file he wants to transfer to the Lawyer, thus enabling the Lawyer to check if the problem is well situated in his field of competence and that the Lawyer will not cause any time loss to the Client.

In general, it will be necessary to convene a first appointment in order to assess the nature of the intervention required by the file and to discuss the Client's intentions and wishes. It will, in most cases, be possible for the Lawyer to issue a personal financial proposal only after such first appointment.

Prior to the first appointment, the Client may, too, send to the Lawyer the components of the file. The Lawyer will then study those components in consideration of the problem. The time dedicated to such studies prior to the appointment will be invoiced.

The interest of such correspondence will certainly lie in the Lawyer's liability, which will be more precisely engaged in case of written consultations than in case of simple verbal consultation. The Client will also be able to manage the problem and follow with a certain serenity the solutions suggested by the Lawyer.

In order for the appointment to be the most effective possible, the Client would prepare such appointment by writing down the questions he wants to ask and by assembling all documents on which the Client grounds his analysis and which will enable the Lawyer to understand the context.

In case of complex files, it is recommended to send the file prior to the appointment. At receipt of the file, a fast check-up will allow the Lawyer to better receive the Client and go faster ahead in the dealing of the case.

3.3. *Progress.* The Client may choose to meet the Lawyer during a meeting while asking a certain number of questions.

The Lawyer will reply and, possibly, launch during this meeting the research which will be necessary to ensure his answer, if such research is not too long and if the Lawyer may find the answer within his internal documentation.

The Client may, certainly, take notes in order to remember the answers given by the Lawyer.

During the meeting, the Lawyer will take notes concerning the questions and his answers. Such notes are intended to stay in the file and retrace the appointment and the discussions between the parties. Such notes, which are not due to be signed, will not always be sufficient.

3.4. *Follow-up.* If the Client wishes, the Lawyer may, after the meeting, complete his verbal answers by issuing a written note. Such note will then be issued on letterhead paper and be signed. It will be motivated and the Lawyer will enclose, if required, references to doctrine or case law on which he has based his position.

The time dedicated to the issuance of such note will be considered during invoicing, in addition to the time of duration of the meeting.

While the Client has generally after the meeting, due to the answers provided by the Lawyer, a more detailed vision of the problems, it is, too, often preferable for the Client to write a letter to the Lawyer to recall the questions to which he expects a written answer from the Lawyer.

A consultation does not only consist in the time dedicated to the meeting, but also in the time dedicated to the reflection of the case, the passing of time enabling the Lawyer to understand more clearly the problems and think over the most adapted solutions.

4. Transmitted documentation

4.1. *Transmission of documentation.* Any documentation transmitted by the Client is contractually assumed to have been transmitted to the Lawyer in the form of copies, as the Client systematically stays with the originals, except in case of an opposite provision.



Except if stated otherwise, the Lawyer will not be the bearer of such documentation, as the Client stays with the originals of the documentation which will serve as components of the file.

4.2. *Recovery of documentation.* It is contractually agreed between parties that any documentation transmitted to the Lawyer (in the form of a copy or an original) will be assumed to have been returned to the Client within 30 days after the complete payment of the final fees invoice.

Any documentation which may not have been returned after this date is irrevocably supposed to have been abandoned by the Client. Any document which has not been returned to the Client, at his costs and at his written request, will contractually be considered to be destroyed five years after the administrative closing of the file.

5. Contact lawyer

5.1. *Responsibilities.* Each file is under the responsibility of a contact lawyer, who will look after the necessary legal services to be performed in optimal quality conditions.

5.2. *Files distribution.* The distribution of files between the lawyers and staff is made considering specializations of each of them. Several lawyers may intervene in a same file covering several legal fields. The Client agrees to the intervention in each file of lawyers designated by the Lawyer, which are submitted to the same professional secrecy and are working under the responsibility of the Lawyer.

The Client is in any case duly informed of the identity of the persons (lawyers and staff) dealing with the file transmitted to the Lawyer.

6. Assistance by third persons

In the case assistance by third persons will be necessary in order to deliver to the Client the legal services which are the most appropriate and adapted to the problem solving, the Lawyer will watch over to appeal to it in a scrupulous way and, if possible, after having conferred with the Client. The Lawyer will communicate confidential information of the Client's file only as strictly necessary to deal with the file and to save the Client's interests. The Lawyer will incur no criminal or civil liability by reason of the services provided by such third persons. Acceptance of these general terms will

consequently mean acceptance of the liability restrictions and exclusions imposed by such third persons.

7. Deadlines

Deadlines convened between the Lawyer and the Client are for information only, except if the assignment allocated to the Lawyer has to respect lawsuit and/or action deadlines. The Lawyer will act in a way that such deadlines are met. His liability may be engaged in no way if the deadlines are not met.

The work will only start after the Lawyer has received the entire and duly signed cooperation documentation, which is these general terms as well as, depending on the case, a special mandate. The Lawyer draws the Client's attention to the fact that if, for any reason, cooperation has started without the Lawyer having received such documents duly signed; the beginning performance will be worth the unconditional acceptance of conditions and modalities indicated in such documentation.

8. Professional secrecy

8.1. *Character.* The Lawyer's professional secrecy has a public order character. The secrecy is general, absolute and time unlimited, save opposite legal provisions.

8.2. *Scope.* The professional secrecy covers in any field, in advisory as well as in defence, whatever the material or immaterial support (paper form, fax, electronic way ...), the secrets received by the Lawyer from his Client, concerning his Client or concerning third persons in the framework of Client's business.

Are covered in particular :

- legal opinions addressed by the Lawyer to his Client or intended to the latter;
- correspondence exchanged between the Client and his Lawyer, as well as the correspondence exchanged between the Lawyer and his colleagues;
- meeting minutes and, in general, any information and secrets received by the Lawyer during his practice;
- the Client's name and the Lawyer's agenda;
- money transfers between the Lawyer and his Client.

8.3. *Exceptions.* The Lawyer may not be relieved from the professional secrecy by his Client, by



any authority of whatever nature or, generally, by anyone.

Exceptionally, violation of the professional secrecy may be justified par urgent needs, with regard to the respective value of the conflicting obligations.

For needs strictly necessary for his defence, the Lawyer may reveal facts normally covered by professional secrecy, in the following cases:

- involvement in a criminal process,
- request for professional civil liability,
- dispute of legal fees.

The Lawyer will watch over his staff taking part in his secrecy only if strictly necessary.

The Lawyer will take care that his secrecy is respected by his staff.

The Lawyer, without prejudice to defence rights, is obliged to respect the investigation secrecy in criminal matters, and may not communicate, except to his Client for defence needs, any information, file extracts, documents or letters which are interesting for any ongoing investigation.

9. Conflicts of interest

The Lawyer agrees to respect, at any time, his duty of secrecy and discretion, and to protect the Client's data and any information the latter has transmitted in the framework of his file. Without prejudice to this duty of secrecy, the present general terms confirm the mutual agreement which authorizes the Lawyer, while acting in respect of his professional and ethical regulations, to intervene without the Client's consent for the benefit of other physical and corporate persons whose interests are opposed to the Client's interests (or to those of physical or corporate persons linked to the Client) and this, in the framework of operations which are not substantially in relation with the Lawyer's commitments towards the Client.

Such an interest opposition may appear in the framework of a lawsuit, activities of legislative or regulatory character, operations, transactions or any other type of agreement or situation and this, independently of their nature and their size or the importance of the activity.

The Lawyer agrees not to act or intervene in any way opposite to the Client or his interests if, in the framework of the assistance provided by the Lawyer, he will get knowledge of financial

sensible information or other secret information which, if known by any one of the Clients, may be used in the framework of an operation in which the Lawyer assists or represents this other client. The Lawyer commits to respect this duty of reserve as long as the use of such information may play against the Client or against any person linked to the latter, except if the Lawyer organizes his office in such way that his partners, associates and staff having such information will not be implicated in the dealing with a file having a potential conflict of interest. The Client also accepts that, if the Lawyer, during the relation with other clients, gets knowledge of information or data being of any interest for the Client or any linked person, the Lawyer will not transmit such information or data to the Client, by any pretext.

The Client and contracting party is the person or entity designated in the particular mandate, with the exclusion of any other person or entity linked to the Client, such as shareholder, mother company, subsidiary or sister company; subsidiary company or firm, director, employee, company linked by any way, members and/or associates of a commercial company or temporary association, joint venture, partnership or company.

Considering this principle of conflict of interest, the Lawyer is authorized to act for any other client whose interests are opposed to those of persons or entities linked to the Client and, this without the consent of the latter or the Client himself. The Client will inform the Lawyer immediately if the Client and contracting party may appear under another name.

10. Addressee of the Lawyer's services

The Lawyer will carry out his assignment and provide his services towards the Client and for his exclusive benefit. His services may in no way give rise to a whatsoever right or liability, of any nature, in favour of any third person other than the aforementioned contracting party.

The Client transmitting or communicating the content of the services to any third person is obliged to inform such third person of the application of these general terms. In the same way, the third person using such content will be obliged to respect these general terms.

11. Communication and correspondence

The Client authorizes the Lawyer to send to him systematically any correspondence and



document by electronic means, to the address he will indicate. The Client agrees to consult his electronic message system on a daily basis.

The documents, opinions and data of any nature transmitted by the Lawyer to the Client by electronic means, may they have or not confidential information, will not be scripted. A crypt may however be operated on the Client's particular written request, under the condition that the parties have agreed on a reasonable crypt method. The content of electronic messages is purely for information only and may in no way imply the Lawyer's liability.

The Lawyer will take any measure necessary to protect his e-mails and attached documents from any virus or breakdown which may cause damage to his computers or his IT system. The Client is however responsible for taking any precaution in order to protect his computer or IT system. The Lawyer will accept no criminal or civil liability for any loss or damage caused by the receipt or the use of documents transmitted by the Lawyer by electronic means.

12. Liability limitation. Prescription.

The Lawyer's liability is expressly and contractually limited to the amount of his insurance coverage. With the reserve of the principle of the proof charge, the information given verbally by the Lawyer to his clients will not give rise to the Lawyer's liability, except if they reveal a gross error, above all in the case if they were given without any preparation or urgently.

Supposed that, for any reason, the Lawyer's professional liability insurance will not intervene, the liability of the Lawyer and his staff is limited to the amount of the fees received for the provided services which are at the origin of the liability.

The Lawyer's action, for the payment of his costs and fees, will prescribe two years after the rendered judgment, the conciliation of the parties or the Lawyer's revocation. With regard to the cases which are not terminated, the Lawyer may only act for costs and fees which have more than five years (Article 2273 of the Civil Code).

13. Fight against money laundering and terrorism financing

13.1. Principle. The Lawyer is submitted to the following professional duties, as defined by the

law of 12 November 2004 on fight against money laundering and terrorist financing (hereafter named « the Law of 12 November 2004 »):

- the duty to know the clients,
- the duty to have an internal adequate organization, and
- the duty to cooperate with the authorities.

13.2. Definitions. The term «money laundering» in the sense of the Law of 12 November 2004 means any act as defined by Articles 506-1 of the Criminal Code and 8-1 of the amended law of 19 February 1973 « *concernant la vente de substances médicamenteuses et la lutte contre la toxicomanie* ». The term «terrorist financing» in the sense of the Law of 12 November 2004 means any act as defined by Article 135-5 of the Criminal Code.

These professional duties will apply to the Lawyer in the case he a) assists the Client in (i) preparing or operating transactions concerning the buying and selling of real estate or commercial companies, (ii) managing of funds, securities or other assets belonging to the Client, (iii) opening or managing bank accounts, saving accounts or portfolio accounts, (iv) organizing contributions necessary to the creation, the management or the direction of companies, (v) creating, domiciling, managing or directing trusts, companies or similar structures, b) or acts in the name and for the account of the Client in any financial or real estate transaction.

13.3. Know your customer. As for the duty to know his clients, the Lawyer, while entering in business relations, is obliged to require identification, by a relevant document, of the Client and, if need be, of the persons this Client is acting for.

In case of doubt if the Client acts for his own account or if it is sure that he is not acting for his own account, the Lawyer is obliged to take reasonable action in order to get information about the real identity of the persons for the account of whose the Client acts.

If entering in business relations with a client who is not physically present for identification purposes (operation at distance), the Lawyer is required to take specific and adequate provisions which are necessary to face increased risks existing in the field of money laundering and terrorist financing.



Such provisions have to guarantee that the Client's identity is established, for example by asking complementary underlying documentation, additional checking or certification of provided documents. The Lawyer is required to hold, in order to be used as proving element in any investigations in the field of money laundering or terrorist financing a) concerning identification, copies or references of the required documentation, for a period of at least five years after the termination of the relations with the Client, without prejudice to longer conservation periods required by other laws; b) concerning transactions, justifying documents and registrations consisting of original documents or copies having a similar proving force with regard to Luxembourg law, for a period of at least five years after the execution of the transactions, without prejudice to longer conservation periods as required by other laws. The Lawyer is required to check with a specific attention any transaction that he thinks particularly able to be linked to money laundering or terrorism financing by reason of its nature, surrounding circumstances or position of implicated persons. He is as well required to do a continuous Client follow-up during the whole business relation in consideration of the Client's risk level to be linked with money laundering or terrorist financing.

In such framework, the Client commits to transmit to the Lawyer or his office a copy of an identity card that will be held in the file. Failing that, he agrees that a copy will be made by the Lawyer or his office for good management and legal obligations respect purposes.

13.4. Cooperation with authorities. Concerning the requirement to cooperate with authorities, the Lawyer and his associates and staff are required to cooperate entirely with Luxembourg authorities responsible for combating money laundering and terrorist financing.

The Lawyer will inform the Chairman of Luxembourg Bar Association, by his own initiative, of any fact that could be the indication of money laundering or terrorist financing, particularly by reason of the concerned person, his development, money origin, the nature, finality or conditions of transaction. In this case, the Chairman of the Bar Association will check if the conditions foreseen in the paragraph above have been met. If this is the case, he is required to transmit

the information he has got to the State prosecutor with the Luxembourg District Court.

The Lawyer is required not to execute the transaction he knows or suspects to be linked to money laundering or terrorist financing, until he has informed the Chairman of the Bar Association. The State Prosecutor may instruct not to execute the operation(s) in relation with the transaction or the client.

To reveal in good faith to Luxembourg authorities responsible for combating money laundering or terrorist financing the information above mentioned will not make up for the Lawyer the violation of any restriction to reveal information required by a contract or a professional secrecy and will not give rise to any liability of whatever nature for the Lawyer.

The Lawyer and his associates and staff are prohibited from communicating to the concerned Client or to third persons that any information has been transmitted to authorities or that a money laundering or terrorist financing investigation is ongoing. This provision will not apply to the Lawyer with regard to information he has got from one of his clients or regarding one of his clients, during a legal consultation, during assessment of this client's legal situation or during defence or representation of this client during a court action, or concerning such action, included in the framework of advice concerning the way to intent or avoid a court action, may such information be received or got before, during or after such action.

13.5. Client declaration. The Client certifies on his honour that assets he possesses in order to finance court action and/or legal transactions for which advice was requested from the Lawyer have no unlawful origin with regard to the Law of 12 November 2004.

13.6. Termination of mandate. The Lawyer who is obliged to denounce his Client will put an end to his mandate without communicating to the Client any reason for doing so.

14. Protection of personal data

14.1. Definitions. The Client shall in an express and clear way, give its consent and approval for the processing of personal data by the Lawyer. By virtue of the law of 2 August 2002 regarding the protection of persons with regard to the processing of personal data (hereinafter called the « Law of 2 August 2002 »), the processing



includes any operations or set of operations carried out or not through automatic proceedings on data as for instance collecting, recording, organizing, safekeeping, adapting or modifying, extracting, consulting, using, communicating by transmission, distributing or any other form of putting at disposal, linking and interconnecting as well as blocking, deleting and destroying such data.

This processing is necessary for the execution of pre-contractual measures taken at the request of the Client and the execution of agreements, which the Client has signed. It is also necessary to comply with a legal obligation imposed on the Lawyer.

14.2. Processing purpose and methods. The Client declares to have been informed that the Lawyer will determine the purpose and methods of processing. Processing of personal data is deemed to be part of an archiving system with the Lawyer in order to allow it to provide the services requested to the Client and to comply with its legal obligations. Unless otherwise instructed or in case the communication of personal data is required by legal provisions, the Lawyer shall not communicate any personal data to third parties. The Client is free to answer or not to the questions asked, the absence of an answer however constitutes an obstacle preventing the Lawyer to enter or continue its relationship with the Client.

14.3. Safeguard of data. The Client declares to have been informed by the Lawyer provider that personal data of the Client will be kept for the period of time required by the applicable regulatory and legal provisions.

14.4. Right to access data. The Client declares to have been informed by the Lawyer about the existence of a right to access data regarding the Client and to request the modification thereof. Upon request to be submitted to the Lawyer, the Client or its beneficiaries proving a legitimate interest may receive free of charge, at reasonable intervals and in reasonable time, access to such data, the confirmation that such data relate to the Client or will not be processed as well as information about the purpose of such processing the categories of data which are concerned and the recipient or categories of recipients to which data is communicated, the communication in intelligible form of data subject to such processing as well as any information available regarding the origin of data and the knowledge

of the logic underlying any authorized processing of data regarding the Client.

The Lawyer may however limit or delay the exercise of the access right of the Client if such measure is necessary for the safekeeping of the State security, defence, public security, prevention, research, acknowledgment and pursuit of criminal offences inclusive the fight against money laundering or other legal procedures in accordance with article 8, paragraph (1), and article 17 of the Law of 2 August 2002, an important economic or financial interest of the State or the European Union inclusive in the monetary, budget or tax field, the protection of the person concerned or rights and freedoms of others, freedom of expression and if such exceptional measure is taken in accordance with article 28, paragraph (4) of the Law of 2 August 2002, as well as a mission of control, inspection and regulation, even on an occasional basis, taken by the a public authority in the cases provided above.

14.5. Right to oppose to processing. The Client declares to have been informed that it has the right to oppose at any time for prevailing and legitimate reasons with regard to its particular situation, to such data processing unless in case such processing is expressly provided by legal provisions. In case of a justified opposition, the processing carried out by the Lawyer may not cover such data.

15. Termination of the provision of services

The Lawyer reserves the right to put an end, at any moment, to his representation, assignment and services provision, for any reason and while respecting applicable rules in the field of the Lawyer's professional ethics.

The Client is authorized, too, to put an end to the representation and the assignment allocated to the Lawyer, by informing him in a written way. Without prejudice to the termination of the provision of services and whatever has been the party at the origin of such termination, the Client will be required to pay the entire fees and costs for the work accomplished and the services provided by the Lawyer until the date of termination of the services provision, as well as any costs related to the closing and the transfer of the file.



Section 2 The Lawyer's remuneration

The Lawyer mandated to deal with a case has a general right to get fees for such services, because it is usual to pay the person who has been allocated with any assignment, if such act is related to the situation and the profession of the latter and if he gets through the exercise of such acts the totality or part of assets (Luxembourg District Court, 19 February 1902, 6, 329).

16. Possibility to have access to legal aid

16.1. Information. The Client is informed that he may benefit from legal aid if he meets the conditions.

16.2. Conditions to benefit from legal aid. The Bar Association has got the mission to allocate legal aid to persons who are not able to find a defence lawyer or whose assets are insufficient to pay the fees for their defence. Such insufficiency is considered regarding the salary and fortune of the person who requires aid and the persons living with him in legal community. By virtue of law, access to legal aid is not limited to Luxembourg citizens, but extends, in opposition, to a large circle of persons. This really concerns citizens of a European Union Member State, foreigners authorized to establish in the Grand-Duchy, foreigners assimilated to Luxembourg citizens regarding legal aid by the mean of an international treaty and, finally, any foreigner regarding the right of asylum, establishment, and access or leaving of the country. Aid is granted in lawsuit and out-of-court actions, as requesting or defending party. Aid is however refused to any person whose case appears to be obviously unacceptable, without any legal ground or disproportioned compared to the fees to engage.

For any more information on legal aid, the Client may consult : Ordre des Avocats du barreau de Luxembourg, 1-7 rue St Ulric, Boîte Postale 361, L-2013 Luxembourg, Tel: (+352) 46 72 72 - 1 , Fax: (+352) 22 56 46, E-mail: info@barreau.lu, www.barreau.lu. Opening hours are Monday to Friday from 9.00 to 12.00 and from 14.00 to 17.00.

16.3. Lawyer's adhesion. The Lawyer has made the choice not to participate, generally speaking, to this system, so that no assignment will be accepted in this framework, except if such derogation has been particularly convened with the Client and except if the Bar Association nominates the Lawyer to this purpose. The Client wishing to benefit from legal aid will have to contact another lawyer who adheres to such system.

By consulting the Lawyer, notwithstanding possible legal aid, and even if the Client meets the conditions to benefit from such aid, the latter, duly and completely informed, declares expressly to renounce to it and adhere to these general terms.

17. Possible intervention of a third paying person

17.1. Information. The Lawyer reminds to his Client the possibility, for him, to benefit from the entire or partial intervention of a third paying person. In such view, he invites his Client to transmit, as soon as possible, the complete data of the insurance company covering legal assistance or of any other third paying person in order to be able to contact such person, to inform about the case and to look for coverage on behalf of the Client.

17.2. Fees debtor. In case of confirmation of intervention, the Lawyer draws the Client's attention to the possibility that he has to support the fees and costs which are above the third paying person coverage level.

If the Lawyer has been allocated his assignment directly by the Client, an agreement has been concluded and the Client is without any doubt debtor of the fees. The fact that the insurer or any third paying party may be considered as debtor of the fees, too, will not discharge the Client from his personal obligations. The Lawyer expressly declares to refuse any innovation and to free the Client from any obligation. The Lawyer will address his fees invoices directly to the Client, the latter being obliged to obtain reimbursement from the third paying person.

The fact for the Lawyer to address his invoices directly to the insurer does not mean that the Lawyer renounces to consider his Client as debtor of his fees.



18. The payment of lawyer costs and fees by the losing party in a lawsuit

18.1. Lawsuit indemnity. The lawyer fees of a winning lawsuit party are, generally, compensated by a lawsuit indemnity based on Article 240 of New Civil Procedure Code, which stipulates that if it appears to be inequitable to let at the charge of one party the sums which it has exposed and which are not comprised in the costs, the judge may condemn the other party to pay to it the amount which he determines.

Such lawsuit indemnity does only form a flat rate and does not cover the entire fees engaged (Luxembourg District Court, 27 April 2005, n° 95/2005 XVII).

To be able to benefit from a lawsuit indemnity on the basis of Article 240 of New Civil Procedure Code, the pleading party has to specify the exact nature of the claimed amount and justify to have really exposed the amounts not comprised in the costs (Cassation Court, 23 March 1989, 27, 323). One has, too, to say why equity commands to let these sums at the charge of the adverse party (Appeal Court, 20 March 1991, 28, 150).

The party asking for the reimbursement of fees as lawsuit indemnity is not obliged to produce a justifying document of the amount it claims for (Appeal Court, 6 October 1993, 29, 279). It is up to the judge to allow for the amount he estimates to be convenient, with regard to all components for consideration (Appeal Court, 26 October 1993, 29, 292).

The lawsuit indemnity may also be allocated in urgent procedures (Appeal Court, 18 June 1991, 28, 221) and be cumulated, relating to a same lawsuit, with damages for harassment (Appeal Court, 23 October 1990, 28, 70).

18.2. Repairable loss. There is no constant Luxembourg case law in considering fees that a party has to pay to his lawyer for his defence in a lawsuit to form one component of repairable loss. Some court decisions have decided that, generally, the court may allocate damages to a party against whom a claim has been addressed in a not justified way, or against whom the adverse party has resisted in a not justified way, and that such damages may include everything that the lawsuit has put at the charge of the party who receives them, that is to say any fees it has exposed in the only purpose to succeed in his cause, in particular

his lawyer's fees (Luxembourg District Court, 27 April 2005, n° 95/2005 XVII ; 25 March 2004, n° 102/2004 XI).

The Lawyer informs the Client that it is possible to have the adverse party condemned to reimburse his costs and fees. It is however up to the Client to take a clear position on such issue which will form, in the framework of actual case law, a lawsuit in the lawsuit with possible additional costs. The Client may, for reasons of discretion, tactfulness or other ones, prefer to renounce to such claim.

The Lawyer informs the Client, as well, that the latter risks, if he loses the lawsuit, to be obliged to pay the technical or legal advisers' fees of the adverse party. Such components have to be well considered by the Client when he decides to start a court action.

The Lawyer will engage no civil liability, except in case of fraud, if the Client is sentenced to pay the adverse party's costs and fees. The choice to start a lawsuit or an action is in any way the sole choice of the Client who masters solely his action. The Lawyer is not able to foresee neither the reversal of case law, nor the judges' conceptions, and is therefore not able to communicate to the Client any forecast. The fact that he starts an action does not imply that the Lawyer has advised such action.

19. Amount of costs and fees

19.1. Criteria of setting. By virtue of Article 38 (1) of the modified law of 10 August 1991 on the lawyer profession, it is up to the lawyer to set his fees and to claim for his professional costs. If the fees are not determined by legal and/or regulatory provisions, for example for assignments of insolvency liquidator, lawyer acting in the field of legal aid, commissioner for controlled management or expert, the lawyer adopts as criteria for the setting of fees, the importance and the degree of difficulty of the case, the extent and the volume of work provided by the lawyer, the result obtained, the lawyer's fame and the Client's wealth.

The result of the services rendered is not only depending on the lawyer's work. It can therefore not be the only criteria to set the fees. Neither the importance of the lawyer's work, nor the time spent to work on the file can be held as only assessment criteria. The service to the client depends as much on the efficiency of this work and the importance of the interests standing on the play. The lawyer's personal



authority has likewise to be taken into consideration. Eventually, the client's financial abilities have to be taken into consideration. The assessment of fees has therefore to be done by taking into account a set of criteria whose respective impact varies according to the case (Appeal Court, 30 January 2002, 32, 159).

19.2. Amount. The amount of costs and fees is referred to in appendix 2 of these general terms.

19.3. Indexing. The indexing, which applies automatically as foreseen in appendix 2, is calculated at the time the file is closed, while establishing the final note regarding the entire costs and services which had been encoded.

19.4. Surcharge. In debt collection litigation, if the Lawyer finally succeeds in the collection, his final fees note (be it based on hourly rates or on down payment) will be contractually marked up by a success fee, as foreseen in appendix 2.

19.5. Rectification. The Lawyer may, at his sole discretion, correct the fees amount in order to reduce the invoices, by reason of particular circumstances proper to the case.

19.6. Hourly rates. In the case they are set on hourly rates, the fees will be subject to a first assessment for the litigation case. If it appears later that the development of the case and the services provided will overspend such first calculations, the Lawyer will, at the Client's written request, operate the convenient readjustment. Such assessment is a summary one and only more than approximate, as it is impossible to foresee how important will be the services to provide and the costs to expose.

19.7. Special services. Fees related to special services, like travelling to the concerned places or to the Client's premises, consultations followed by written opinions ... and any other services which do not enter in the normal management of the assignment allocated to the Lawyer will be billed by the contractually agreed hourly rate and outside the financial budget.

19.8. Urgent services. Services provided in emergency, by the fact of the Client or case circumstances other than delays proper to the Lawyer, will be billed together with a surcharge as foreseen in appendix 2 to these general terms.

20. Advance fees

20.1. Principle. The Lawyer's fees and costs will be subject to either advance fee requests or payment instalment budget.

20.2. Amount. The amount of the starting advance fee will be set to an amount which allows covering the first services to be provided in the file, in the absence of any other written agreement between parties. The opening and the management of the file by the Lawyer will only be operated after having received the settlement of the entire initial advance fee, as the Lawyer will contractually not be seized by the file and will not be liable before that date. In addition, the amount of the advance fee has to be entirely settled fifteen days at least before any procedural deadline, except in case of extreme emergency and absolute necessity. In the absence, as the Lawyer has been put by the Client in the material impossibility to prepare the file, he will be automatically entitled not to take it over, even the day before a court audience. The advance fee will be reimbursed after deduction of the costs and services set forth by the Lawyer.

20.3. No payment of advance fees. It is reminded that in the absence of payment of an advance fee within the set deadline, the file management will be automatically suspended. Such suspension is notified to the Client by a simple letter. Usage of email or fax is accepted by the Client to such purpose, except in case of a written countermand by the latter. The Lawyer has to read such situation as being, in the mind of the Client, a suspension of the assignment. The Lawyer will not be liable regarding events or procedures which will set during the period of suspension of his intervention.

21. Legal costs

Court and bailiff costs settled by the Lawyer's intermediate do not form part of his costs and fees statement. They will be accounted separately and will not be considered for the budget plan. Consequently, they have to be reimbursed at first request and without delay to the Lawyer who has stated to cover them for his Client's account.

22. Details of costs and services

The Client may at any time ask, in a written way, for the detailed information about the costs settled and the services provided in his file. The Lawyer will regularly inform the Client

of the development of the file costs by the mean of his detailed invoices.

23. Presentation

Any invoice established by the Lawyer will be "pro forma" and always "except error and/or omission". The amounts are understood to be without any taxes and are subject, at any moment of time, to VAT at the Client's charge. The Lawyer may also establish invoices for certain services as one goes along (called "invoicing of major acts" – for example meetings, launching of lawsuit, conclusions, audiences ...) and operate global invoicing stating, in addition, management acts which had not been invoiced formerly (called "invoicing of day-to-day management acts" – for example, correspondence, appointments, etc. ...), notwithstanding the payment of advance fees which will be understood as being a simple financial guarantee. The Lawyer tend towards the latter invoicing method, as major acts are invoiced as one goes along, what is very indicative of the development as well as the costs of a file and allows a financial distribution proportionate to the work really accomplished, the invoices being in the same time less "imposing" than more rare invoices and more spaced in time. The initial advance fee will serve as a guarantee and partial coverage of more day-to-day fees. In such case, office fees are regularly invoiced and, often, separately, as well as court fees.

24. Financial agreements

On Client's written request, particular agreements made be contractually set up per file between parties, be it fix monthly instalments as advance fees, provisions and deadlines to settle an advance fee or a statement of account, an interest discharge, a cut of an initial advance fee amount, the putting up of a financial down payment, etc Such particular agreements have always to be convened bilaterally in a written way. Such an agreement which allows the Client to budget his Lawyer's costs and fees (except court and bailiff fees) by monthly instalments may be amended at any time and unilaterally by the Lawyer in case file data or prospects change. It is therefore put up without any acknowledgment prejudicial and provisionally and may only be applied for during the lawsuit. It will not be binding upon the Lawyer as regards the statement of costs and fees which closes a lawsuit. In case one instalment has not been paid, the entire due amount will be due. A

budget plan is set up generally for 12 months. The amounts subject to a budget plan are estimated on the basis of the fees set up for a particular process, increased by 50 %, which represents the fees estimation divided by 12 in order to calculate the monthly budget instalments. Court fees and those of other intervening persons will be paid on first request outside this budget plan.

25. Payments

25.1. *Invoices settlement date.* The Client commits himself to pay the Lawyer's costs and fees as goes it along of advance fees requests or invoices, or in the strict respect of budget plan, the due amount to be settled at receipt of the final statement of costs and fees.

Any amount invoiced by the Lawyer has to be paid cash at receipt of the invoice, except in case of a duly respected budget plan.

25.2. *Late payment interests. Indemnity.* Any amount not paid for 30 calendar days will automatically, and without any previous notice, be subject to contractual late payment interests at legal rate, running up from invoice date, as well as to an indemnity of 10 % of the due amount.

Any delay in payment, for more than 30 days, as well as the non respect of budget plan will give automatically rise to the decline of any possible term of invoices not yet due. In the absence of payment, the Lawyer may suspend or put a definitive end to his intervention, under the condition to inform his Client before, by simple courier, fax or e-mail. From the time of such notification, the Lawyer may retain from any sole management act, for the Client's risks:

25.3. *Compensation.* The Client already accepts that the Lawyer may deduct from sums in transit through his third account, any amount due as costs and fees, even in relation with another case and even if the sums represent recovered alimonies.

25.4. *Factoring.* The Lawyer reserves the right to allocate part of the administrative work, in particular the collection of costs and fees invoices, to Fortis Commercial Finance S.A. (FCF), 16, rue Edward Steichen, L-2951 Luxembourg, a company of Fortis group. This enables the Lawyer to simplify administrative management tasks and to devote more time to legal and court tasks et give even more care to Client relations.



Clients will be duly informed when they receive costs and fees invoices with a notice which invites them to operate a payment exclusively to bank account LU44 0030 0663 4733 0000 held in the name of FCF with Fortis Banque Luxembourg SA (BIC code: BGLULL). The payment will be discharging at the time FCF receives this payment.

It is well understood that such process does not amend in any way relations with the Client as well as conditions and modalities as convened between the Lawyer and the Client.

26. Companies. Directors and shareholders co-responsible in solidarity for debt

If the Lawyer is contacted by a commercial or civil company, an association without lucre or a temporary one, a professional federation or a foundation, and in general by any legal entity, its directors and shareholders declare expressly, without any reserve and irrevocably, to be, jointly and indivisibly, co-debtors of the total costs and fees due to the Lawyer by the legal entity, for any reason.

If the Client is a legal entity, its shareholders, directors, delegated directors, declare expressly to be, jointly, co-debtors of costs and fees generated by the file. The person signing the specific mandate declares himself expressly and irrevocably to be, jointly, co-debtor for the company he represents, up to any costs and fees, interests and any accessories the latter owes to the Lawyer, and linked to the present file as well as for any other, now or in the future and, if needed, stands sure for the shareholders, directors and delegated directors as jointly liable co-debtors.

27. Plurality of clients in a same file

If several Clients do intervene in a same file allocated to the Lawyer, they will, contractually, be engaged as jointly liable co-debtors for the entire costs and fees in this file, without prejudice to a financial distribution convened among them. Such a distribution can not be opposed to the Lawyer. Sending separate invoices to every intervening person does not mean that the Lawyer waives to such jointly liable co-debting, nor to innovation, without prejudice to any written opposite agreement.

By his *ad litem* mandate, the Lawyer may rely on Article 2002 of Civil Code to claim jointly the payment of his costs and fees against the parties who have allocated him a common

case; however, such legal solidarity does exist only if the mandate has been given by one single act; if failing, the mandating persons may only be pursued jointly, this is to say for a viril part, except to deduct from the common mass of costs, to be paid by those who are obliged, those who have exclusively been exposed for one or the other co-litigants; the same distinction will be made for fees which are due for several clients only in proportion of everyone's interest in the case (Diekirch District Court, 19 February 1903, 6, 262).

28. Opposition to fees

The Client is hereby informed of his right, in case he contests the Lawyer's fees, to contact the Luxembourg Bar Association who will proceed to the assessment of the Lawyer's costs and fees.

The request for assessment, sent to the Bar Association, will be transmitted to the Lawyer in order to take position. In any case, the Lawyer will be required to provide the Bar Association with his file, within the deadline imposed by the Chairman of Bar Association, and take care, if he does not want that the file instruction is refused, to provide an explanation letter regarding the case, the works provided, the time spent with indication of the service provider(s).

When receiving the file, the reporter nominated by the Bar Association will invite, if he thinks it will be useful, the interested parties in order to audition them in their explanations.

After instruction of the file, and in the absence of any arrangement or conciliation, the reporter will inform the Bar Association who will assess the Lawyer's costs and fees.

The Bar Association will inform the interested parties about the assessment decision.

The Lawyer whose fees and costs have been reduced and who is not respecting the Bar Association decision, will be subject to sanctions of disciplinary nature.



Section 3

Final provisions

29. General provisions

29.1. *Nullity of one provision.* Should one or the other provision of the present general terms and conditions or special agreements become inapplicable, the other provisions shall remain fully in force.

29.2. *Substitution.* The present general terms and conditions and/or special agreements replace and are substituted to any previously signed agreement covering the services provided to the Client.

29.3. *Modification.* Should the Lawyer want to change the present general terms and conditions governing its relationships with the Client, he shall immediately inform the latter by indicating the clauses it intends to modify or add as well as the content of such modification or addition. Modifications and additions are deemed to be accepted if the Client does not proceed to a written opposition to the Lawyer within thirty days after the dispatch of the new general terms and conditions.

30. Applicable law

Any relationship between the Lawyer and the Client, inclusive the present general terms and conditions and particular agreements concluded between the parties, are governed by Luxembourg law.

31. Jurisdiction

Any litigation deriving from the present agreement or its implementation shall be exclusively brought before the courts of Luxembourg, Grand-Duchy of Luxembourg, except for the right of the Lawyer, should he deem this necessary in the interest of the Client or the Lawyer, to bring such litigation before an other jurisdiction normally competent inclusive the jurisdiction of a country in which the Client is holding assets.

32. Acceptance

The Client states that he has been perfectly informed about the financial conditions of any assignment allocated to the Lawyer and accepts without any reserve such guiding financial

conditions as exposed here before, subject to any other written opposite agreement.

He expressly recognizes that the present general conditions and terms do form a general framework applying to any case allocated to the Lawyer in the past and in the future, in the absence of any specific written agreement which contents particular agreement on costs and fees, specific for each case. The present have, thus, a general and, necessarily, subsidiary character with regard to files allocated or to be allocated, in the absence of any other particular written agreement between parties.

He states that he had the possibility to take knowledge of the entire present provisions, by internet or in paper form, and ask any questions prior to the signature. He states therefore that his consent was perfectly enlightened.

33. Contact address

Any communication with the Lawyer will be made by the following contact data (subject to future change):

Etude Patrick Goergen, Avocats à la Cour
25 rue Philippe II
B.P. 381
L-2013 Luxembourg

Phone : (+352) 26 27 25 1
Fax : (+352) 26 27 25 21

Email patrick.goergen@barreau.lu
Internet : www.egoergenlaw.com



Appendix

- 1 Acknowledgement of receipt and general consent
- 2 Costs and fees
- 3 Particular mandate
- 4 Debt collection assignment



ACKNOWLEDGEMENT OF RECEIPT AND GENERAL CONSENT

The undersigned

LAST NAME:

GIVEN NAME :

ADDRESS :

NAME OF THE COMPANY:

declares hereby to acknowledge receipt of one copy of general terms and conditions of Etude Patrick Goergen, Avocats à la Cour, L-2013 Luxembourg.

I declare that I have been perfectly informed, to this regard, that these terms and conditions will apply to any case allocated to the Lawyer in the past and in the future.

I have been informed that I have the right to put an end to the mandate given to Lawyer, by registered letter, included in the case I will estimate that these financial conditions, even if accepted initially, will become too important (principle of the mandate revocable *ad nutum*).

MADE IN DATE :

SIGNATURE OF CLIENT & CODEBTOR :



COSTS AND FEES

For any assignment allocated or to be allocated, and except opposite written agreement, costs and fees are calculated as follows:

OFFICE AND LEGAL COSTS (in euro):

B010	File opening costs	set price	125,00	€
B020	Office and secretarial work costs			
B0201	Phone communications		real costs	
B0202	Correspondence out (by courier, fax, email etc.)	per letter	8,00	€
B0203	Special postage costs (registered letter, DHL)		real costs	
B0204	Photocopies	per page	0,10	€
B0205	Closing and filing of the file	set price	20,00	€
B040	Transport costs			
B0401	Transport by car	per kilometre	0,50	€
B0402	Transport by train or plane		real costs	
B050	Bailiff fees			
B0501	Summons (« acte de citation »)	as per official rate ¹	real costs	
B0502	Summons (« acte d'assignation »)	as per official rate ²	real costs	
B0503	Appeal act (« acte d'appel »)	as per official rate ³	real costs	
B0504	Search minutes	as per official rate ⁴	real costs	
B0505	Transmission abroad	as per official rate ⁵	real costs	
B0506	Notification of written conclusions	as per official rate ⁶	real costs	
B0507	Notification of a court decision	as per official rate ⁷	real costs	
B060	Other legal costs			
B0601	Fees and gratuities	as per official rate ⁸	real costs	
B0602	Witness fees	as per court assessment ⁹	real costs	
B0603	Interpreter fees	as per court assessment ¹⁰	real costs	
B070	Bailiff collection fees			
B0701	Payment order	as per official rate ¹¹	real costs	
B0702	Other collection costs	as per official rate ¹²	real costs	
B080	Translation costs	after Client's consent on the grounds of an estimation	real costs	

¹ As set by amended Grand Duke regulation of 24 January 1991 on bailiff fees. A descriptive list of bailiff fees can be found at the end of this appendix.

² See : notice 1 here before

³ See : notice 1 here before

⁴ See : notice 1 here before

⁵ See : notice 1 here before

⁶ See : notice 1 here before

⁷ See : notice 1 here before

⁸ As set by Grand Duke regulation of 21 March 1974 on lawyer fees and gratuities

⁹ On the grounds of amended Grand Duke regulation of 23 December 1972 on fees to be allocated to witnesses, experts and interpreters.

¹⁰ See : notice 9 here before

¹¹ See : notice 1 here before

¹² See : notice 1 here before



FEES (in euro):

Hourly rate

Fees are fixed, generally, on the basis of an hourly rate calculated as follows :

"Avocat à la Cour" with an experience of at least 10 years	380,00	€
"Avocat à la Cour" with an experience of at least 5 years	320,00	€
"Avocat à la Cour" with an experience of less than 5 years	290,00	€
« Avocat » (attorney)	220,00	€
Lawyer	190,00	€
Legal assistant, administrative staff	95,00	€

The Lawyer is accounting working time with brackets of 10 minutes. Any bracket of 10 minutes, even only started, will be invoiced to the Client.

In order to take account of criteria of fixation of fees, as the importance and difficulty of the case, the extent and volume of the work provided by the Lawyer, the result obtained, the Lawyer's fame and the Client's wealth, the Lawyer will apply, while invoicing, a correcting factor (between 0,4 to 1,5) to the hourly rates as mentioned here before.

Set rates

The Lawyer, however, practices fix rates for certain types of services, notwithstanding the principle of hourly rates, considering the impossibility to quantify everything per minute and under the condition to be able to anticipate a sort of routine. The Lawyer is not able to commit himself for fixed fees for services whose duration and difficulty are uncertain. The table of set rates reads as follows:

Consultations at the office

First consultation at the office, not followed by a mandate	250,00	€
First consultation at the office, followed by a mandate	endorsed by specific agreement	

Consultations in contractual matters

Consultation on an employment contract	290,00	€
Consultation on a real estate preliminary agreement	330,00	€
Consultation on a real estate notary act	440,00	€
Consultation on a sale agreement for movable goods	300,00	€
Consultation on a business or private leasing agreement	440,00	€
Consultation on services agreement	660,00	€
Consultation on a bank account opening agreement, credit agreement or guarantee agreement	440,00	€
Consultation on a construction agreement	660,00	€

Administrative procedure

..... with « Caisse nationale des prestations familiales » regarding family allowances and other allowances (except court action)	330,00	€
..... with sick insurance institutions regarding reimbursement of health expenses exposed in the Grand-Duchy or abroad (except court action)	380,00	€
..... with social security institutions regarding affiliation, old age or invalidity pensions, sickness and maternity compensations, unemployment compensation	440,00	€
..... with Luxembourg authorities regarding work permit	220,00	€
..... with Luxembourg authorities regarding residency right and family grouping	220,00	€
..... with Luxembourg authorities regarding housing subsidies	220,00	€
..... with Luxembourg authorities regarding diploma recognition	660,00	€



..... with Luxembourg authorities regarding "autorisation d'établissement"	380,00 €
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Other assignments

« mandataire ad hoc » mission in the framework of posting of workers (contact person, conserving social documents for control by ITM)	800,00 €
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The terms « consultation at the office » mean a verbal consultation, after a prior appointment, not followed by a synthesis notice or written consultation.

The terms « consultation in contractual matters » mean the analysis of the case by the Lawyer, the drafting of comments and/or amendment proposals of contractual documents and their communication to the Client, and a meeting with the Client. These terms do not include neither negotiations with the adverse party, nor additional meetings with the Client, services which will be invoiced on hourly rate basis in the absence of a particular agreement between the Lawyer and the Client.

The terms « administrative procedure » mean correspondence sent by the Lawyer to authorities or Client's contracting parties until a positive response or a decision subject to court action is obtained, as well as one meeting with the Client. This term does not include neither a court action which is to be introduced against the administrative decision, nor additional meetings with the Client, services which will be invoiced on hourly rate basis in the absence of a particular agreement between the Lawyer and the Client.

The determination of down-payment fees for other services is possible, on request. In the case the Lawyer and the Client agree on a down-payment, the latter will be subject, generally speaking, to a revision on the consideration of importance and difficulty degree of the Lawyer's services. These ones may not be subject to a definitive estimation prior to their provision.

Additional fees on the consideration of the result obtained or the service rendered

In debt collection cases where the Lawyer succeeds in his collection, his statement of fees (either founded on hourly rate or on set rate) will, contractually, be increased by additional fees whose maximum amount reads as follows :

1) on debtors residing in Luxembourg

12,50 %	on the first 15.000 EUR collected
10,00 %	on the next 85.000 EUR collected
9,00 %	on the amounts of more than 100.000 EUR collected

2) on debtors residing in a European country (outside Luxembourg)

16,00 %	on the first 15.000 EUR collected
13,00 %	on the next 85.000 EUR collected
12,00 %	on the amounts of more than 100.000 EUR collected

3) on debtors residing outside Europe

a) for debts due for less than 180 days

21,00 %	on the first 20.000 USD collected
16,00 %	on the next 80.000 USD collected
13,50 %	on the amounts of more than 100.000 USD collected



b) for debts due for more than 180 days

26,00 %	on the first 20.000 USD collected
21,00 %	on the next 80.000 USD collected
16,00 %	on the amounts of more than 100.000 USD collected

Emergency

Services provided in an emergency either by the fact of the Client, or by circumstances in the file other than a possible delay due to the Lawyer, will be invoiced with an increase of 50 %.

GENERAL PROVISIONS

Any rates are without VAT. The VAT rate to be applied to invoicing of costs and fees will be the rate applicable at the time of establishment of the final fees statement. For information, the VAT rate applicable to lawyer services amounts 15 % since 1 January 2007.

Any rates in euro will be adapted automatically to salary scale (basis : "cote d'application" of 668,46 since 1 December 2006).

BAILIFF FEES IN THE GRAND-DUCHY OF LUXEMBOURG

(List drafted on the grounds of Grand-Duke Regulation dated 24 January 1991 regarding fixation of bailiff fees, as amended by Grand-Duke regulations dated 24 May 1996 and 14 May 2001)

Notifications of acts	EUR 50,00.-
Notifications foreseen by laws and regulations	
Execution of court decisions and acts in legally binding form	
Drafting of a request	
Inscription of a court based mortgage	
Transcription at "Bureau des hypothèques"	
Drafting of a press notice (invoicing by fix tax, comprising the drafting of the original and a copy, communication of the original, mention of visa, copies of enclosed documents, registration)	
Remittance of several copies of an act	EUR 12,50.- for each additional copy
Report of purely material recordings	EUR 50,00.- / hour
Report of clearing off, removal of movable goods and seizure (invoicing by work period, including the drafting of the original and one copy, communication of the original, mention of visa, copies of enclosed documents, registration)	
Notification of acts between lawyers (1/5 of fix rate)	EUR 10,00.-
Report of apposition of affiches (rate including report drafting, drafting and apposing of affiches, transport costs)	EUR 71,27.-



Search for address	EUR 5,00.-
Collection fee (calculated on the amount of each collected debt and not on partial payments)	3 % (for amounts less than EUR 1.239,47.-) 2 % on the surplus up to EUR 3.718,40.- 1 % on the surplus between EUR 3.718,40.- and 7.436,81.- 0,5 % on amounts more than EUR 7.436,81.-
Fee on provision (for provisions more than LUF 300.-)	EUR 5,00.- per paid provision but : EUR 0,62.- if provision less than EUR 24,79.-
Transport costs	EUR 0,52.- per kilometer or EUR 6,00.- (down-payment) in the municipality of Luxembourg-City or EUR 3,00.- (down-payment) in the municipalities of Esch-sur-Alzette and Diekirch
Costs really exposed	On presentation of receipts or invoices from transport companies, workers, "crieurs", collectors, printing and editor companies
Post costs	At postal rates
Keeping costs	EUR 0,25.- per day
Forced or voluntary sale of movable goods	At notary rate
Actes accomplished on Saturdays, Sundays, legal holidays or outside legal hours	Double rate



PARTICULAR MANDATE

File :

The undersigned client (hereafter named « the Client ») hereby

COMPANY :
RCS :
HEAD OFFICE :

LAST NAME :
GIVEN NAMES :
BIRTH PLACE & DATE :
ADDRESS : STREET : N° :
ZIP CODE : MUNICIPALITY : COUNTRY :
PROFESSION :
SOCIAL SECURITY NUMBER :
PHONE :
FAX :
E-MAIL :
WEBSITE : www.

hereby gives a paid and revocable (*ad nutum* by registered letter) mandate to Maître Patrick GOERGEN, Etude Patrick Goergen, Avocats à la Cour, 25 rue Philippe II, BP 381, L-2013 Luxembourg (hereafter named « the Lawyer ») for the following assignment:

.....
.....
.....
.....
.....
.....
.....
.....
.....
.....

to be finished until (indicative deadline only)

on the basis of the following financial conditions : (if no box is ticked, the hourly rate automatically applies)

- hourly rate, as mentioned here before in the list of the Lawyer's costs and fees
- down-payment fees of EUR
-

increased by office and legal costs, corrector factors, increase for urgent services, additional fees on consideration of result obtained or service rendered, as mentioned in the list of the Lawyer's costs and fees, of which I do recognize having received a copy and accept its provisions.

I do formally accept that the Lawyer's general terms and conditions, of which I do recognize having received a copy and accept without any reserve, will be applied to the management of my file by the Lawyer.

MADE IN DATE :

SIGNATURE OF CLIENT:

Good for acceptance. The Lawyer,



DEBT COLLECTION ASSIGNMENT

File:

The undersigned (« the Appointer » or « the Creditor ») hereafter designated is giving mandate to Etude Patrick Goergen, Avocats à la Cour, 25 rue Philippe II, BP 381, L-2013 Luxembourg (« the Mandataire » or « the Lawyer ») to proceed to out-of-court and/or court collection of the debt hereafter designated (« the Debt ») on the debtor hereafter designated (« the Debtor »).

Appointer (Creditor)	
Last name, first name	
Company	
Address, head office	
Phone	
Fax	
Email	
Website	
Bank account	IBAN
Bank	

Debtor	
Last name, first name	
Company	
Address, head office	
Phone	
Fax	
Email	
Website	
Bank account	IBAN
Bank	

Debt	
Principal amount	EUR
Date invoices	
Due date	
Contractual interest	yes <input type="checkbox"/> no <input type="checkbox"/>
Rate	
Subject invoices	
Collection costs	EUR
Ownership reserve	yes <input type="checkbox"/> no <input type="checkbox"/>
Contested debt	yes <input type="checkbox"/> no <input type="checkbox"/>

Type of collection	
Out-of-court	<input type="checkbox"/>
Court	<input type="checkbox"/> only after Appointer's consent <input type="checkbox"/>

Remarks



In case of Debtor's insolvency or court liquidation, this mandate does include the drafting, signature and registration by the Lawyer, in the Creditor's name, of a debt statement and/or the receipt of an uncollectible debt certificate from the insolvency liquidator or from the court liquidator. The mandate does also include the power to represent the Appointer in any meetings in the framework of insolvency or liquidation proceedings, to make therein any acts and statements deemed necessary in the Lawyer's view, to defend him in possible debates regarding protests, to recover any dividends and give thereto related receipts. To this effect, the Creditor elects domicile in the Lawyer's offices.

The Appointer states that he has been informed by the Lawyer, and formally accepts, that in any debt collection litigation, if the Lawyer succeeds in his collection, the global fees statement (either based on hourly rate or on down-payment fees) will contractually be increased by additional fees which may be up to the a maximum amount set as follows :

1) on debtors residing in Luxembourg

12,50 %	on the first 15.000 EUR collected
10,00 %	on the next 85.000 EUR collected
9,00 %	on the amounts of more than 100.000 EUR collected

2) on debtors residing in a European country (outside Luxembourg)

16,00 %	on the first 15.000 EUR collected
13,00 %	on the next 85.000 EUR collected
12,00 %	on the amounts of more than 100.000 EUR collected

3) on debtors residing outside Europe

a) for debts due for less than 180 days

21,00 %	on the first 20.000 USD collected
16,00 %	on the next 80.000 USD collected
13,50 %	on the amounts of more than 100.000 USD collected

b) for debts due for more than 180 days

26,00 %	on the first 20.000 USD collected
21,00 %	on the next 80.000 USD collected
16,00 %	on the amounts of more than 100.000 USD collected

The Appointer states that he has received a copy of the Lawyer's general terms and conditions, version 1.0. (July 2007), which are accepted without any reserve.

Place _____ Date _____ Signature _____

Documents to be enclosed : Invoices, Order forms, Delivery forms, General terms and conditions, Correspondence (reminders ...) with the Debtor, Correspondence received from the Debtor