



GENERAL TERMS AND CONDITIONS

CORBUS ADVOCATEN CVBA

Version 1 January 2019

Corbus Advocaten cvba
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General terms and conditions

Article 1 Definitions

In these general terms and conditions the following definitions are used:

- 1.1. "Corbus Advocaten": a *coöperatieve vennootschap met beperkte aansprakelijkheid* [cooperative company with limited liability], with registered office and consultation office in B-2000 Antwerpen-Antwerp (Belgium), 79 Amerikalei, listed in the register of legal entities of Antwerpen-Antwerp, division Antwerpen-Antwerp, with enterprise number 0474.987.224 and with VAT number VAT BE 0474.987.224.

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- 1.2. "Client": a natural person or legal entity using the services of Corbus Advocaten.
- 1.3. "Party": Corbus Advocaten or the Client.
"Parties": Corbus Advocaten and the Client.
- 1.4. "Information document": the document entitled "Information document" that can at any time be found and consulted on the website of Corbus Advocaten or that can be obtained at Corbus Advocaten free of charge and which document contains the most actual details regarding inter alia the contact details for Corbus Advocaten, (the position of) the lawyers affiliated with Corbus Advocaten, the bar association where the lawyers affiliated with Corbus Advocaten are registered, (the place where the Client can find) the professional rules (code of ethics) that the lawyers affiliated with Corbus Advocaten are subjected to, the place where the Client can find the privacy policy of Corbus Advocaten and the place where the Client can find other linguistic versions and previous versions of the general conditions of Corbus Advocaten.
- 1.5. "Privacy policy": the document entitled "Privacy policy" that can at any time be found and consulted on the website of Corbus Advocaten or that can be obtained at Corbus Advocaten free of charge and that contains the policy of Corbus Advocaten regarding the processing of personal data.

Article 2 Applicability

- § 1. These general terms and conditions shall apply to all services rendered by Corbus Advocaten to its Client and shall therefore be an integral part of the contractual relationship between Corbus Advocaten and the Client.

These general terms and conditions are, as a framework agreement, not only applicable to the initial task given by the Client to Corbus Advocaten, but also to any possibly following task, unless the Parties agree in writing with other terms and conditions for a specific other task.

- § 2. Agreements differing from one or more clauses of these general terms and conditions will only replace such clause or clauses as from which they differ. The remaining clauses shall remain fully applicable.

Article 3 Co-contracting party of the Client – position of the lawyers affiliated with Corbus Advocaten

- § 1. The lawyers affiliated with Corbus Advocaten shall perform their services for and on behalf of Corbus Advocaten.

Corbus Advocaten is the Client's sole co-contracting party for any services performed by its lawyers partners, associate lawyers, trainee lawyers and appointees.

De lijst van advocaten die verbonden zijn aan Corbus Advocaten en hun statuut kunnen steeds worden teruggevonden in het Informatiedocument en op de website van Corbus Advocaten.

- § 2. Exceptionally, a lawyer affiliated to Corbus Advocaten can handle a case for his own account. In particular this relates to pro-bono cases.

The case being, the agreement with and/or the correspondence of a lawyer handling a case for his own account shall mention this explicitly (e.g. as follows: "This case is an own case of Mr [...] and no case of Corbus Advocaten" and/or by using his own letterhead).

When a lawyer affiliated with Corbus Advocaten handles a case for his own account, only the lawyer concerned shall be the co-contracting party of his Client.

- § 3. In the Information document the Client can at any time find the bar association where the lawyers affiliated with Corbus Advocaten are registered, the professional rules (code of ethics) where the lawyers affiliated with Corbus Advocaten are subjected to and the place where these professional rules can be consulted.

Article 4 Object of service

- § 1. The services provided by Corbus Advocaten may relate inter alia to providing advice, mediation assistance, negotiation assistance, assistance at proceedings, acting as a mandatory.

The Parties shall agree upon the precise object of the services of Corbus Advocaten at the start of the work and, if necessary, adapt/extend the same in its further performance. The Client agrees that the determination of the precise object of the services and the eventual modification/expansion thereof can happen without prescribed form and can, inter alia, emerge from correspondence, the (even silent) acceptance of work or the payment of invoices.

- § 2. Unless the nature of the specific task implies without any doubt that the obligations of Corbus Advocaten are result obligations and also when this has been explicitly agreed in writing, the obligations of Corbus Advocaten shall not be result obligations but best efforts obligations.
- § 3. The place of execution of the obligations of Corbus Advocaten shall be the registered office of Corbus Advocaten.

Article 5 Internal division of tasks

- § 1. Unless the Client explicitly objects hereto, Corbus Advocaten shall be free to divide or redivide cases or certain aspects thereof internally among its lawyers at its own discretion.

Such internal division shall be as much as possible in accordance with the preferred subjects of the lawyers and/or the wishes of the Client. Where necessary the lawyers shall work as a team.

The *dominus litis* shall always retain supervision of the case.

- § 2. The Client shall be informed of the details of the lawyer handling his case.

Article 6 Information

- § 1. The Client shall promptly provide any such information to Corbus Advocaten as may be required to make an optimum performance of its services possible, both at the start of the agreement and during its term, if necessary at the request of Corbus Advocaten.

Corbus Advocaten shall not be liable for any damage resulting from any inaccurate or incomplete information provided by the Client.

- § 2. Corbus Advocaten shall promptly inform the Client about the performance of its services and about the course of the handling of his case.
- § 3. Corbus Advocaten draws the Client's attention to the fact that if the Client is a natural person and does not have sufficient income, he could be eligible for (fully or partially) free second-line legal assistance and legal aid (see article 508/1 et seq. and article 664 et seq. of the *Gerechtelijk Wetboek* [Judicial Code] and the *Koninklijk Besluit van 18 december 2003 tot vaststelling van de voorwaarden van de volledige of gedeeltelijke kosteloosheid van de juridische tweedelijnsbijstand en de rechtsbijstand* [Royal Decree of 18 December 2003 establishing the conditions of fully or partially free of charge second-line legal assistance and legal aid]). The Client can find practical information about this on [the website of the Orde van Vlaamse Balies \[the Order of Flemish Bar Associations\]](#) and on [the website of the orde van advocaten bij de rechtbank Antwerpen \(Balie Provincie Antwerpen\) \[the bar association of the court of Antwerp \(Bar of the Province of Antwerp\)\]](#). If the Client believes he is eligible for this, he must immediately inform Corbus Advocaten thereof.
- § 4. Corbus Advocaten draws the Client's attention to the fact that if the Client were to receive insurance cover for the claim that is the object of the case which he has entrusted to Corbus Advocaten or with regard to the lawyer's fees and other legal costs in the case which he has entrusted Corbus Advocaten (legal expenses insurance) he should notify Corbus Advocaten of this without delay and that he should provide a copy of such insurance policy.

§ 5. Corbus Advocaten brengt de Cliënt onder de aandacht dat geschillen niet noodzakelijk via het gerecht afgewikkeld moeten worden en dat er steeds een mogelijkheid bestaat tot bemiddeling of verzoening, naast andere vormen van minnelijke oplossing van geschillen. De Cliënt wordt uitgenodigd Corbus Advocaten hierover desgewenst verder te bevragen.

§ 6. Corbus Advocaten reminds the Client that judicial proceedings involve risks and costs (besides the fees and costs of the own lawyer).

Corbus Advocaten reminds the Client in particular of the legislation regarding [legal costs](#), as foreseen in the articles 1017 and 1022 of the *Gerechtelijk Wetboek* [Judicial Code] and the *Koninklijk Besluit van 26 oktober 2007* [Royal Decree of 26 October 2007] in execution thereof. According to these legal provisions (1) (in civil proceedings) in general the legal costs are awarded against the losing party, (2) these legal costs include, inter alia, the statutorily prescribed contribution towards the other party's legal representation costs ("case preparation allowance") defined as "a fixed contribution in the fees and costs of the lawyer of the winning party", and (3) the amount of this statutorily prescribed contribution towards the other party's legal representation costs is calculated according to complex rules and (periodically indexed) scales.

For other proceedings – criminal proceedings, administrative proceedings... – specific rules – similar or not – shall apply.

§ 7. If in a specific case Corbus Advocaten defends the interests of several Clients, Corbus Advocaten is entitled to suppose that these Clients mutually represent each other, in particular regarding the exchange of information, the approval of draft texts and the approval of specific actions. Corbus Advocaten is in particular entitled to suppose this mutual representation if the concerned Clients are spouses, cohabiting partners, family members, business partners, parties to the same agreement, members of the same (company) body, affiliated companies, a company and its beneficial owner.

Article 7 Appeal to third parties

§ 1. If the performance of the services requires that an appeal be made to a bailiff / judicial officer or a translator, the Client shall let Corbus Advocaten choose one. The same goes for the performance of simple tasks (filing a procedural document, appearing at a(n) (initiatory) hearing, ...) by a local lawyer.

§ 2. If the performance of the services requires that an appeal be made to other third parties, such as (foreign and/or specialised) lawyers, notaries public, accountants, auditors or experts, they shall be chosen in consultation with the Client.

§ 3. The appeal to a third party will be made for an on behalf of the Client so the Client shall be deemed having contracted directly with this third party. The remuneration / the fees, costs and expenses of these third parties are to be borne by the Client and have to be paid directly to these third parties. If they are advanced by Corbus Advocaten, they will be passed on to the Client.

Article 8 Fee

§ 1. Corbus Advocaten shall charge its work, offices expenses, on-charged expenses and advanced expenses periodically (usually every month or according to the progress of the work performed in a case and anyhow at the moment prescribed by the VAT legislation) to the Client by means of an invoice.

Corbus Advocaten may adjust the frequency of its invoices if the volume of the work performed or the amount to be charged justifies to do so.

The amount of the invoice shall be divided into the following items: (1) fees, (2) office expenses and (3) other expenses.

Further specification of the work performed and costs and expenses shall be sent on the Client's demand.

§ 2. The work done shall be charged under the item of **fees**.

Unless agreed otherwise in writing, the work done shall be charged on a time unit basis and in accordance with the basic hourly rates of the lawyer(s) who did the work, as established by Corbus Advocaten.

A time unit equals one fifth of an hour. Every time unit started can be charged as a full time unit. The time unit rate shall be one fifth of the hourly rate.

The basic hourly rates used by Corbus Advocaten are:

- Lawyer partner: € 160.- to € 225.-, VAT excluded (i.e. € 193.60 to € 272.25 - 21% VAT included);
- Associate lawyer: € 120.- to € 160.-, VAT excluded (i.e. € 145.20 to € 193.60 - 21% VAT included);
- Trainee lawyer: € 60.- to € 120.-, VAT excluded (i.e. € 72.60 to € 145.20 - 21% VAT included).

The Client can at any time find and verify the actual statute of every lawyer of Corbus Advocaten – which statute can evolve throughout time in accordance with inter alia growing experience – on the website Corbus Advocaten.

Corbus Advocaten may adjust this basic hourly rate depending on the nature of the case, the importance of the case, the difficulty of the case, the experience of the lawyer and the urgency of the assignment.

Corbus Advocaten is entitled to index the agreed rates / compensations in the month January of every year on the basis of the evolution of the consumer price index and in accordance with the following formula:

adjusted rate or rates = [original rate or remuneration x new index figure] / [original index figure]

The new index figure is the index figure for the month of December, which immediately precedes the time when the adjustment of the tariff or reimbursement takes place (with an adjustment on 1 January of year x this means the index figure of the month of December of the year x- 1).

The original index figure is the index of December 2017.

If a favourable decision is pronounced in a case and/or if a case is disposed of with a favourable outcome (daaronder tevens het geval begrepen dat de bestede tijd aan de behandeling van de zaak (in functie van het behaalde resultaat) geen correcte waardemeter is ter beoordeling van de dienstverlening), Corbus Advocaten shall be entitled to charge a success fee. This success fee may, at the discretion of Corbus Advocaten and unless specific agreements are made in this respect, consist in

- multiplying the fees charged or to be charged for work performed by a coefficient (which shall not be lower than 1.1 and not higher than 2); or
- charging additionally fees as a percentage (which – unless agreed otherwise – shall not be higher than 20 per cent) of the amount recovered or saved, or the importance of the case; or
- charging additionally an amount corresponding to the penalty granted and/or the granted statutorily prescribed contribution towards the other party's legal representation costs.

Without prejudice to the charging of fees, under the item of **office expenses** shall be charged the costs of opening a file, typing, printing and photocopying costs, postage expenses and varied office expenses. Office expenses shall be charged a flat rate based on ten per cent of the fees charged.

Corbus Advocaten and the Client may mutually agree on other formulas for calculating the fees and office expenses, for instance for collection matters, uncontested matters and simpler matters. Such formulations may inter alia consist in

- charging a lump sum per case or per case per instance;
- charging only a penalty and/or the statutorily prescribed contribution towards the other party's legal representation costs per case (whether or not these amounts can effectively be recovered by the Client);
- charging a fixed lump sum per time period (for instance per year) that is payable periodically (normally monthly) and *pro rata*.

Any expenses advanced by Corbus Advocaten to third parties such as court registries, DPA-deposit, legal security offices, enterprise counters, the Belgian Official Gazette, the National register, the Central database of seizure reports, the Central Solvency Register, official and unofficial commercial, company and enterprise registers, official and unofficial registers and databases, third lawyers, bailiffs / judicial officers, notaries public, translators, accountants, auditors, experts and (domestic and foreign, public and private) agencies and the travelling costs of the lawyers (mileage allowance at € 0,50 VAT excluded per kilometre and parking expenses), shall be charged separately under the item of **other expenses** on the basis of costs actually incurred.

All amounts mentioned must be increased by the applicable VAT rate, actually 21%, unless otherwise indicated. Only the advanced expenses will not be increased by VAT under the conditions set out in the VAT legislation. Circulaire AAFisc nr. 47/2013 (E.T. 124.411 – NR 78-80) of 2013, November 20th explains and sets out in detail the application of the VAT legislation onto the lawyers' profession.

§ 3. Corbus Advocaten reserves the right to ask the Client for an advance before the start or in the course of its work by means of an advance invoice and to start respectively continue its work or to advance costs only after the payment of such advance.

An advance is a lump sum to be paid by the Client to Corbus Advocaten prior to a detailed interim invoice or final invoice. In the detailed calculation, the already invoiced advances will be taken into account.

New Clients shall always be asked an advance, whose amount shall depend on the work to be performed and the expenses to be incurred.

Advance payments can always be asked if the nature of the case and/or the work to be performed require to do so and/or when costs have to be advanced.

- § 4. If the Client does not agree to an invoice, he must protest the same in writing and in a reasoned way within fifteen days from the date of such invoice.
- § 5. Unless agreed otherwise, all invoices shall be payable within fifteen days after their issuance date.

If an invoice (advance invoice, interim invoice or final invoice) is not paid in time, Corbus Advocaten shall, without being obliged to give the Client prior notice of default, be entitled (1) to charge interests of default at an interest rate of 10% from the expiry date of the invoice until the date of full payment, and it shall also be entitled (2) to charge a fixed compensation of 10% of the amount paid late (with a minimum of € 50.-), without prejudice to the right of Corbus Advocaten to claim compensation of recovery and court costs (including procedural costs) in the event that an extrajudicial or a court procedure for the collection of the debt needs to be instituted.

In such case, Corbus Advocaten shall be entitled, without being obliged to give the Client prior notice of default, either to suspend the performance of its work until the time that all amounts owed have been fully paid, or to terminate the agreement with the Client with immediate effect.

Corbus Advocaten shall not be liable for any damage resulting from the suspension of its work or the termination of its contract with the Client.

- § 6. If Corbus Advocaten defends the interests of several Clients in a particular case, all these clients are jointly and indivisibly obliged to pay the invoices related to this case (the case being increased by the accessories mentioned in §5 and by all recovering costs), and this independent to which of these Clients Corbus Advocaten has addressed these invoices.
- § 7. The place of payment shall be the registered office of Corbus Advocaten.
- § 8. If it is not mandatory to issue an invoice according to VAT legislation (in particular towards private clients that act beyond any professional activity), Corbus Advocaten may, at its own discretion, opt to issue a request for payment (statement of fees and expenses) instead of or precedent to issuing an invoice. All preceding clauses relating to invoices issued by Corbus Advocaten, in particular, §5, §6 and §7, are applicable accordingly to any such a request for payment.

Article 9 Clients' funds

- § 1. Corbus Advocaten shall forward any and all amounts it receives for the Client's account to the Client as soon as possible.

If Corbus Advocaten is unable to forward an amount immediately, it shall inform the Client about the receipt of the amount and the reason why the amount is not forwarded.

- § 2. Corbus Advocaten may withhold sums from the amounts it receives for the Client's account to cover the amounts owed to Corbus Advocaten by the Client (even if those amounts owed are not yet due at that time). Corbus Advocaten shall inform the Client thereof in writing.
- § 3. Corbus Advocaten shall forward any and all amounts it receives from the Client for the account of third parties to such third parties immediately.

Article 10 Liability

- § 1. In the event of an imputable shortcoming in the execution of the service by Corbus Advocaten (also including professional errors on the part of the lawyers affiliated with Corbus Advocaten who provide their services in the name of and on behalf of Corbus Advocaten) the client may hold Corbus Advocaten solely liable, and not the partners of Corbus Advocaten, representatives of Corbus Advocaten, appointees of Corbus Advocaten and/or the lawyers affiliated with Corbus Advocaten.

However, Corbus Advocaten cannot be held liable for any shortcomings of third parties (including (specialised and/or foreign) lawyers not affiliated with Corbus Advocaten) who are engaged by the firm, even if these third parties charge their fees/honoraria and expenses to Corbus Advocaten and/or these third parties are regarded as subcontractors of Corbus Advocaten. In addition, Corbus Advocaten cannot guarantee the competencies of these third parties which may differ from its own. Corbus Advocaten can also not be held liable for the choice by Corbus Advocaten or by the Client at recommendation of Corbus Advocaten of a third party that is engaged. The Client is at liberty to make contractual agreements (concerning liability) with the third parties engaged.

- § 2. The *Orde van Vlaamse Balies* [the Order of Flemish Bar Associations] (policyholder) has taken out, with Amlin Insurance se (lead insurer), Zurich Insurance plc, Belgium Branch (co-insurer) and KBC Verzekeringen (co-insurer) an insurance policy "[burgerlijke beroepsaansprakelijkheid van advocaten](#)" ["[professional civil liability for lawyers](#)"] (broker: Vanbreda Risk & Benefits nv, B-2140 Borgerhout (Belgium), Plantin en Moretuslei 297). This pertains to a renewal of a previously concluded insurance contract, with some specific changes in respect of the original insurance contract; the renewal took effect on 1 January 2017.

The insured parties covered by this insurance policy include:

“...
C. the Orde van Vlaamse Balies [the Order of Flemish Bar Associations], from the point at which they have joined this policy;
...
F. all lawyers who are included in the register or on the list of trainee-lawyers of the insured parties listed under C., or who are included on an EU-list. Also insured are the associations or partnerships of lawyers in which the insured parties-lawyers conduct their professional activities, for harmful acts committed by the insured parties or by these associations or partnerships;
G. all appointees, in law or in fact, of the insured parties referred to under A., B., C., D., E. and F., and all individuals for whom these insured parties can be held liable.”

The cover of this insurance policy applies for events giving rise to liability occurring starting from 1 January 2013 and which are reported during the period of validity of this policy for those insured parties who are members at that time. For the others, the cover shall begin from the date of their joining as a result of notification by the Orde van Vlaamse Balies [the Order of Flemish Bar Associations].

The guarantee of this insurance policy is applicable to the consequences of acts committed anywhere in the world, to activities that the insured parties carry out from their offices located in Belgium and subject to the clarifications included in the insurance policy. However, claims filed against the insured parties from the United States or Canada, or under the law or jurisdiction of the United States and Canada, shall not be covered.

The payment from the insurer – according to the specific terms of the insurance policy taken out – shall have a maximum limit of € 2,500,000.- per damage claim. The aforementioned maximum amount is the amount that applies since the renewal of the insurance policy, which, as stated above, commenced on 1 January 2017. For liability-generating events that occurred in the period between 1 January 2013 (commencement date of the original insurance policy) and 31 December 2016, the payment from the insurer shall have – under the specific terms of the insurance contract signed – a maximum limit of € 1,250,000.- per damage claim.

[For acts giving rise to liability which have occurred starting from 1 January 2003 through 31 December 2012, a similar insurance policy for [“burgerlijke beroepsaansprakelijkheid van advocaten”](#) [“[professional civil liability for lawyers](#)”] had been established between the Orde van Vlaamse Balies [the Order of Flemish Bar Associations] (policyholder) and Ethias nv (insurer) (broker: Vanbreda Risk & Benefits nv, B-2140 Borgerhout (Belgium), Plantin en Moretuslei 297).]

Moreover, Corbus Advocaten (policyholder) also took out with Axa Belgium nv (co-insurer) and Allianz Belgium nv (co-insurer) supplementary insurance for “professional liability for lawyers” (broker: Geukens nv, B-2950 Kapellen (Belgium), Antwerpsesteenweg 144).

With regard to the specific terms of the insurance cover, Corbus Advocaten refers to the text of the insurance policies taken out, which takes precedence over the previous, simplified summary. A copy of this insurance policy is available free of charge to the Client upon request.

- § 3. The liability of Corbus Advocaten for any damage as a consequence of a shortcoming imputable to the law firm (regardless of the extent) is limited to the amount for which the law firm is insured. Therefore the client cannot claim damages (principal, interest and costs) greater than the amount that would be paid by the insurer of Corbus Advocaten for the damage claim, increased by any exemption that the insurer may have withheld based on the insurance policy.

The liability of Corbus Advocaten for any damage as a consequence of a shortcoming imputable to the law firm (regardless of the extent) for which the law firm has no insurance cover shall be limited to the amount of € 25,000.- per damage claim.

- § 4. The Client accepts the standard insurance of Corbus Advocaten as sufficient.

However, if the Client wishes for Corbus Advocaten to take out supplementary insurance, Corbus Advocaten and the Client must establish an agreement concerning this in advance. Subject to agreement otherwise, the premium for this supplementary insurance shall be payable by the Client and shall be charged to him.

- § 5. The aforementioned limitations in the liability of Corbus Advocaten are not applicable for damage intentionally caused by Corbus Advocaten and/or by a lawyer affiliated with Corbus Advocaten and/or by an appointee of Corbus Advocaten. In the case that the client is a consumer in the sense of the *Wetboek van Economisch recht* [the Economic Law Code], the aforementioned limitations in the liability of Corbus Advocaten shall not be applicable for damage caused (a) intentionally and through serious error on the part of Corbus Advocaten, by a lawyer affiliated with Corbus Advocaten, by an appointee of Corbus Advocaten or by an agent of Corbus Advocaten or (b) by failure to uphold a commitment that constitutes one of the main elements of the contract, with the exception of force majeure.

- § 6. Furthermore, the limitations in the liability provided by this article shall be interpreted at all times in the sense that they are legally valid. In the event that a limitation of liability provided by this article should not be legally valid in certain situations, then this situation shall be regarded as falling outside of their scope.

Article 11 Intellectual Property Rights

The Client shall not be allowed to reproduce, make public or use himself or with the help of third parties, any legal opinions, memoranda, contracts, procedural documents, documents prepared by Corbus Advocaten and any other intellectual activities regardless of the form, without the latter's prior written consent, in any way other than within the framework of the assignment given to Corbus Advocaten.

Article 12 Termination – consequences of the termination

§ 1. Without prejudice to the methods for termination of the agreement between Corbus Advocaten and the Client according to standard law, both the Client and Corbus Advocaten shall be entitled to terminate the agreement at any time with immediate effect and without justification. If the Client is a consumer in the meaning of the *Wetboek van Economisch recht* [the Economic Law Code], Corbus Advocaten can only terminate the contract after a term of notice of at least two weeks (without prejudice to the right of Corbus Advocaten to suspend its performances in the mean time, should the Client be in default, or to dissolve the contract because of serious breach of contract.

The termination must be done in writing.

§ 2. The Client shall be obliged to pay all services, expenses and costs until the date of termination of the agreement and, if a successful decision or outcome was reasonably expected, or became reality, the success fee. Corbus Advocaten shall prepare a final invoice and deliver the same to the Client.

Corbus Advocaten shall return the Client's file to the latter on demand.

§ 3. Corbus Advocaten shall not be liable for any damage resulting from the termination of the agreement between Corbus Advocaten and the Client, except in cases in which this the agreement would be terminated based on non-performance by Corbus Advocaten.

§ 4. The termination of the agreement between Corbus Advocaten and the Client and any commitments based on this agreement, regardless of their cause, does not exempt the parties from the agreements they have made concerning the consequences of termination of the agreement and any commitments based on this agreement.

Article 13 Archiving

§ 1. After the termination of each assignment Corbus Advocaten shall archive the file concerned and then keep the same for a period of five years.

Original documents may be returned to the Client and shall, if necessary, be archived by him.

After the aforementioned period of five years, the file shall – in principle – be permanently destroyed.

§ 2. Corbus Advocaten draws the attention of the Client to the fact that it is recommended that the Client keeps his file for a sufficient amount of time in order to safeguard his rights and that the Client is obliged, on the basis of specific rules, to keep track of certain evidence for a certain period of time. This could include, for example, accounting and tax obligations and obligations under subsidy schemes (for example, within the context of the "KMO-portefeuille", the supporting documents for an advisory report (agreement, invoices and a copy of the advisory report) must be kept for a period of ten years following the start of the performances).

Article 14 Satisfaction

§ 1. If the Client is dissatisfied with the work done by a lawyer of Corbus Advocaten, the Client may discuss this matter with the lawyer concerned himself.

If these consultations do not lead to a solution for the Client, another lawyer partner or associate lawyer of Corbus Advocaten shall be appointed to investigate the complaint and where possible to mediate a solution, at the Client's request.

The Client can find more information about his rights and possibilities in case of problems with his lawyer on [the website of the Orde van Vlaamse Balies \[Order of Flemish Bar Associations\]](#). Corbus Advocaten also refers the Client to the existence of the Ombudsman Service for Consumer Disputes relating to the Legal Profession. The Client can find practical information about this on [the website of the Ombudsman Service for Consumer Disputes relating to the Legal Profession](#).

- § 2. Corbus Advocaten strives for optimal service. Upon termination of each assignment Corbus Advocaten may ask the Client to participate in a Client Satisfaction Survey. By means of a reply form, the Client shall be offered the opportunity to inform Corbus Advocaten in writing about his experiences.

Article 15 **Witwaspreventie**

- § 1. De [Wet van 18 september 2017 tot voorkoming van het witwassen van geld en de financiering van terrorisme en tot beperking van het gebruik van contanten \(BS 6 oktober 2017\)](#) is eveneens van toepassing verklaard op de advocatuur; deze wet werd voor de advocatuur verder geconcretiseerd in de artikels 67 e.v. van de Codex Deontologie voor Advocaten (hierna: "antiwitwaswetgeving").

De antiwitwaswetgeving beoogt onder meer diverse witwaspraktijken en de financiering van terrorisme te voorkomen.

- § 2. Advocaten moeten in het kader van de antiwitwaswetgeving diverse verplichtingen vervullen ("witwaspreventieverplichtingen").

Zo dienen advocaten hun cliënten te identificeren, cliëntgegevens te verifiëren, algemene en cliëntspecifieke risico's te beoordelen, permanent waakzaam te zijn en zich interne procedures eigen te maken om toe te zien op de naleving van de antiwitwaswetgeving.

Corbus Advocaten heeft aldus interne procedures uitgewerkt teneinde haar witwaspreventieverplichtingen na te leven.

Corbus Advocaten brengt in het bijzonder artikel 70 van de Codex Deontologie voor Advocaten onder de aandacht van de Cliënt:

"Art. 70 Beroepsgeheim – verklaring van vermoeden

§1. De advocaat houdt zich in alle omstandigheden aan de naleving van het beroepsgeheim.

§2. Nochtans brengt de advocaat die, bij de uitoefening van de in artikel 67 opgesomde activiteiten, feiten vaststelt waarvan hij weet of vermoedt dat ze verband houden met het witwassen van geld of met de financiering van terrorisme, de stafhouder van de Orde waartoe hij behoort daarvan onmiddellijk op de hoogte.

§3. Voor de invulling van voormelde verplichting tot melding aan de Stafhouder, houdt de advocaat rekening met de regels opgenomen in bijlage 1 (Witwaspreventieverplichtingen) bij deze Codex."

- § 3. De Cliënt geeft er zich rekenschap van dat de naleving door Corbus Advocaten van haar witwaspreventieverplichtingen en van de door haar ingestelde interne procedures deels de medewerking van de Cliënt vragen.

De Cliënt geeft er zich tevens rekenschap van dat, indien hij de verwachte gegevens niet meedeelt, Corbus Advocaten de zakelijke relatie niet kan aangaan / niet kan optreden voor de Cliënt en, indien zij reeds voorlopig toch zou hebben opgetreden, zij haar verdere tussenkomst moet beëindigen.

- § 4. In het kader van haar witwaspreventieverplichtingen dient Corbus Advocaten de Cliënt evenals, in voorkomend geval, zijn uiteindelijke begunstigen en mandatarissen, precies te identificeren en zijn/hun identiteit te verifiëren. De Cliënt zal hiertoe onmiddellijk en spontaan alle benodigde / gevraagde (identiteits)gegevens van hemzelf en, in voorkomend geval, van zijn uiteindelijke begunstigen en zijn mandatarissen, bezorgen en staven aan de hand van officiële documenten.

Corbus Advocaten dient tevens inzicht te verwerven in en informatie in te winnen over de kenmerken van de Cliënt (met inbegrip van, in voorkomend geval, de eigendoms- en zeggenschapsstructuur van de Cliënt) en het doel en de aard van de zakelijke relatie of van de voorgenomen occasionele verrichting. De Cliënt zal deze informatie onmiddellijk en spontaan aan Corbus Advocaten bezorgen. Corbus Advocaten zal deze gegevens naar eigen inzichten verder opvragen aan de hand van een bevraging van de Cliënt en/of via vragenlijsten.

- § 5. De Cliënt zal Corbus Advocaten er onmiddellijk en spontaan van op de hoogte brengen indien hij niet in eigen naam en voor eigen rekening zou optreden, maar als lasthebber. De Cliënt zal de werkelijke opdrachtgever aanduiden en alle benodigde gegevens en stavingstukken bezorgen om de identiteit van de werkelijke opdrachtgever en de waarachtigheid van het mandaat van de Cliënt te kunnen verifiëren.

Eveneens zal de Cliënt Corbus Advocaten er onmiddellijk en spontaan van op de hoogte brengen indien hij zelf, in voorkomend geval, één of meer van zijn uiteindelijke begunstigen, een politiek prominente persoon ("PPP"), een familielid van een politiek prominente persoon of persoon bekend als naaste geassocieerde van een politiek prominente persoon is.

- § 6. De Cliënt zal, telkens een gegeven dat hij aan Corbus Advocaten verstrekt heeft zou wijzigen (m.i.v. de identiteit van zijn uiteindelijke begunstigde(n)), onmiddellijk en spontaan de bijgewerkte/geactualiseerde gegevens en de nodige stavingstukken aan Corbus Advocaten bezorgen.

- § 7. De door de Cliënt aangeleverde gegevens zullen door Corbus Advocaten geverifieerd (kunnen) worden en zullen door Corbus Advocaten, voor zolang als wettelijk verplicht en toegestaan is, bewaard worden.

Article 16 Processing of personal data

- § 1. Corbus Advocaten is responsible for the privacy of the Client and always acts in accordance with the provisions of the applicable legislation regarding the protection of personal data. Corbus Advocaten is responsible for the processing of personal data ("controller") of the Client. It determines the purpose and means of processing. The policy of Corbus Advocaten regarding the processing of personal data is laid down in the privacy policy of Corbus Advocaten, which can always be consulted on the website of Corbus Advocaten.
- § 2. As controller, Corbus Advocaten concludes agreements with its processors within the meaning of article 28.3 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (General Data Protection Regulation) ("GDPR").
- § 3. Only for (the part of) the processing of personal data of certain data subjects where Corbus Advocaten would be the processor (and in other words only processes for the benefit of and on instruction of the Client) and the Client is the controller, the data processing provisions included in the appendix to these general terms and conditions (as a data protection agreement in the sense of article 28.3 GDPR) shall apply.

Article 17 Amendment

- § 1. Corbus Advocaten reserves the right to amend these general terms and conditions at any time.
- In the event of any amendment, Corbus Advocaten shall communicate the amended text to the Client. This can via the website of Corbus Advocaten.
- § 2. In the absence of written protest within fourteen days from the communication of the amended text, the Client shall be deemed to have accepted the amended text and the amended text shall bind the Client for the future.

Article 18 Invalidity or nullity – contradiction

- § 1. Should one or more clauses of these general terms and conditions be null and void, invalid or unenforceable, the validity and enforceability of the other clauses of these general terms and conditions shall not be affected.
- § 2. If one or more provisions of these general terms and conditions exceed any legal limitation, the relevant provision or part of it will not be void or invalid, but will automatically be reduced or limited to the maximum allowed under the applicable law, without prejudice to the application of paragraph §3 of this article.
- § 3. The Parties further undertake to replace any void, invalid or unenforceable provision in joint consultation immediately by a provision that approaches the purpose of the original clause as much as possible.
- § 4. In case there is contradiction between the different language versions of these general terms and conditions, the version in Dutch, which is the only authentic version, prevails.

Article 19 Governing law – jurisdiction

- § 1. Any and all agreements between Corbus Advocaten and the Client (including their establishment, interpretation, implementation, termination and (post-contractual) consequences) shall be governed exclusively by the laws of Belgium.
- § 2. The Parties shall settle their disputes preferably amicably.
- § 3. [Specifiek met betrekking tot de invordering van erelonen bevat de Codex Balie Provincie Antwerpen bepalingen over de mogelijkheid van een poging tot verzoening \(artikel 55\) of een bemiddelingsprocedure \(artikel 56\) die gebeurlijk georganiseerd kan worden tussen de Partijen. De Cliënt kan meer informatie verkrijgen over deze bepalingen op \[de website van de orde van advocaten bij de rechtbank Antwerpen \\(Balie Provincie Antwerpen\\)\]\(#\) \[the bar association of the court of Antwerp \(Bar of the Province of Antwerp\)\].](#)
- § 4. Prior to any legal proceedings, the Parties shall preferably but without being obliged thereto have the case called up for an amicable settlement before the competent court or before a body authorized thereto by the *orde van advocaten* [the bar association].

[Openstaande bedragen kunnen, binnen het toepassingsgebied van de betreffende regelgeving \(zie i.h.b. artikel 1394/20 e.v. van het Gerechtelijk Wetboek\), gebeurlijk via een buitengerechtelijke procedure ingevorderd worden door Corbus Advocaten lastens de Cliënt.](#)

- § 5. Should a dispute between Corbus Advocaten and the Client be brought before a court, such dispute shall, to the exclusion of any other forum and notwithstanding the application of mandatory provisions, be brought before the courts of 2000 Antwerpen-Antwerp (viz. the *vrederecht van het tweede kanton van Antwerpen* [the subdistrict court of the second subdistrict of Antwerp], the *rechtbank van eerste aanleg Antwerpen, afdeling Antwerpen* [Antwerp court of first instance, division Antwerp] or the *ondernemingsrechtbank Antwerpen, afdeling Antwerpen* [Antwerp business court, division Antwerp] or the department of the aforementioned courts which is specifically authorized to examine the applicable case in accordance with their operating regulations). Enkel Corbus Advocaten heeft daarnaast het recht om het geschil aanhangig te maken bij het (binnenlandse of buitenlandse) gerecht dat krachtens het gemeen recht rechtsmacht heeft en bevoegd is bij het wegdenken van het voorgaande forumbeding.

Annex. Provisions regarding data processing

The data protection provisions of this appendix only apply if and insofar as Corbus Advocaten processes personal data of certain data subjects in the context of its services to the Client (as described in these general terms and conditions) for the benefit of and at the instructions of the Client.

Article 1 Definitions

In this appendix the following additional definitions are used:

- 1.1. "Agreement: the agreement between Corbus Advocaten and the Client in which, among other things, the Services are specified and of which these general conditions form part.
- 1.2. "Annex": this Annex.
- 1.3. "Data Leak": an infringement in connection with Personal Data within the meaning of article 4, 12) GDPR, namely a breach of security that inadvertently or unlawfully leads to the destruction, loss, modification (temporary or non-temporary) unavailability or unauthorized disclosure of or unauthorized access to transmitted, stored or otherwise processed Personal Data.
- 1.4. "Directive 94/46 / EC": Directive 95/46 / EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.
- 1.5. "GDPR": Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95 / 46 / EC (General Data Protection Regulation).
- 1.6. "Data Protection Legislation": until May 24, 2018, the Directive 95/46 / EC and its transposition into the relevant national legislation (including the Act of 8 December 1992 on the protection of privacy with regard to the processing of personal data) and from 25 May 2018, the GDPR, together with other legislation deriving from Directive 95/46 / EC and the GDPR and / or any other legislation of any other country with regard to the protection of personal data or privacy.
- 1.7. "Personal data": all information or data of or in relation to (a) Subject(s), within the meaning of article 4, 1) GDPR.
- 1.8. "Processing ", "Processed" and "Processes": the processing of or in relation to the Personal Data, within the meaning of article 4, 2) GDPR, namely any processing or whole of operations relating to the Personal Data or a set of Personal Data whether or not performed via automatic processes, such as collecting, recording, organizing, structuring, storing, updating or modifying, retrieving, consulting, using, providing by means of transmission, dissemination or otherwise making available, aligning or combining, to protect, delete or destroy Personal Data.
- 1.9. "Services": the services provided by Corbus Advocaten to the Client in the context of the Agreement.
- 1.10. "Standard Contractual Terms": the standard contractual clauses that provide sufficient guarantees for a legitimate transfer of personal data to third countries in accordance with a decision of the European Commission based on Article 26.4 of Directive 95/46 / EC, or provisions on data protection as adopted by the European Commission or the relevant supervisory authority (including the Data Protection Authority) and approved by the European Commission in accordance with the comitology procedure referred to in article 93.2 GDPR. Data protection clauses that are adopted in accordance with the GDPR will take precedence over any standard contractual clauses as adopted on the basis of Directive 95/46 / EC and replace these insofar as they cover the same type of relationship for the transfer of personal data.
- 1.11. "Subject(s)": the identified or identifiable natural person(s) (within the meaning of article 4, 1) GDPR) whose Personal Data are processed, including the categories of Data Subjects as described in article 2 of this Annex.

Article 2 Description of the Processing

- § 1. *Subjects - nature.* Corbus Advocaten may, on the instructions of the Client, process certain Personal Data of Data Subjects for the performance of and in connection with certain of the Services.
- § 2. *Personal data.* The Personal Data to be Processed shall be Personal Data which is transferred by the Client to Corbus Advocaten in order to facilitate or facilitate the execution of the relevant Services.
- § 3. *Those involved.* The Parties concerned may be clients or staff of the Client or other persons with whom the Client is confronted during his business operations.

- § 4. *Purpose.* The purpose of this Processing is to provide the relevant Services to the Client.
- § 5. *Duration.* The Personal Data are usually only Processed by Corbus Advocaten during the term of the Agreement and are not kept for longer than necessary for the purposes, unless special legal provisions apply to the storage or processing of (such as the period of five years referred to in article 2276bis Civil Code).

Article 3 The processing by Corbus Advocaten

§ 1. Instructions from the Client

- 1.1. Corbus Advocaten Processes the Personal Data exclusively on the basis of the Client's instructions, subject to opposing legal obligations, in which case Corbus Advocaten will inform the Client of this prior to the Processing, unless such notification is legally prohibited.
- 1.2. The Client hereby authorizes and instructs Corbus Advocaten to Process Personal Data in accordance with this Annex. This Annex and the relevant Services performed by Corbus Advocaten together comprise the full instructions of the Client to Corbus Advocaten in connection with the Processing of Personal Data. All additional or different instructions must be given separately and in writing and must be agreed by the Parties.
- 1.3. The Client declares and warrants that he is and remains authorized to give the aforementioned instructions on behalf of any affiliated company that, where applicable, is or may be a controller responsible for the Processing of Personal Data of the Data Subjects (whether or not jointly with the Client).

§ 2. Obligations of the Client

- 2.1. The Client will comply with the Data Protection Legislation. He will take all appropriate and organizational measures to ensure that the Processing of Personal Data of Data Subjects complies with the GDPR. In particular, the Client will take the required measures with regard to components provided for, managed or controlled by the Client, including workstations from which connection is made with the Services of Corbus Advocaten, used data transfer systems and with regard to its personnel or appointees (including employees, subcontractors and independent employees).
- 2.2. The Client is responsible for the legality of (the collection and / or the Processing of) the Personal Data Processed by Corbus Advocaten in the context of this Annex and / or the relevant Services. The Client will take all necessary measures to update the Personal Data and to delete and / or correct incomplete or incorrect Personal Data.
- 2.3. The Client declares and guarantees:
- a. that he has complied with the applicable Data Protection Legislation in the collection and Processing of Personal Data of the Data Subjects;
 - b. that he has adequately informed the Data Subjects about their rights and obligations (in accordance with articles 13 and 14 GDPR), in particular about the processing by Corbus Advocaten (or by lawyers or a law firm) for the benefit of and on instruction(s) of the Client;
 - c. that the Processing of Personal Data in the context of this Annex and / or the relevant Services is lawful; and
 - d. that its personnel and appointees (including employees, subcontractors and self-employed employees) know and will comply with the obligations under this Annex and the Data Protection Legislation.
- 2.4. If compliance with the Data Protection Legislation requires any action or measure by Corbus Advocaten, in addition to the obligations under this Annex, Corbus Advooaten shall make such action or measure after prior consultation with and approval by the Client. The latter will in any case notify Corbus Advocaten in advance of the required actions or measures, and will provide full cooperation and assistance to Corbus Advocaten and compensate the latter against market-based prices as agreed between the Parties for services which require additional services, investments or adjustments.
- 2.5. However, Corbus Advocaten is not responsible for compliance with any legislation applicable to the Client or his activities that are not generally applicable to Corbus Advocaten.

§ 3. Transfer of Personal Data outside the European Union:

- 3.1. Any transfer of Personal Data to ((group) companies, third parties, service providers or servers in) countries outside a Member State of the European Union will take place in accordance with the Data Protection Legislation.
- 3.2. Corbus Advocaten does not control and is not responsible for the location from which the Client or his end-users (can) process Personal Data.

§ 4. Publication of Personal Data

- 4.1. Corbus Advocaten will not pass on or transfer Personal Data to third parties, except for:
 - a. on instruction(s) from the Client;
 - b. if this is required for the Processing of Personal Data by a subprocessor in accordance with article 3, §6 of this Annex; or
 - c. if this is required by law.
- 4.2. In case of a transfer of Personal Data to a third party on instruction(s) of the Client, only the latter is responsible for concluding written agreements with this third party concerning the protection of Personal Data, including, where applicable, the required Standard Contractual Terms. In any event, the Client will fully indemnify and indemnify Corbus Advocaten for any damage arising from such transfer by Corbus Advocaten to a third party, unless the aforementioned damage is solely due to a proven shortcoming of Corbus Advocaten.
- 4.3. Corbus Advocaten guarantees that its employees, acting under the authority of Corbus Advocaten, who are authorized to process Personal Data and have access thereto, will observe the confidentiality of the Personal Data.

§ 5. Security measures

Corbus Advocaten will take all appropriate technical and organizational measures regarding the security of the Processing required in accordance with article 32 GDPR.

§ 6. Making use of subprocessors

- 6.1. The Client acknowledges and explicitly allows Corbus Advocaten to engage sub-processors for the Processing of Personal Data and to pass on Personal Data to them.
- 6.2. Corbus Advocaten will inform the Client in advance about all sub-processors who will process Personal Data in the context of the execution of the Services. Corbus Advocaten will also inform the Client about any change to subprocessor(s). If the Client does not agree with the Processing of Personal Data by one or more subprocessors, the Client will inform Corbus Advocaten in writing within fifteen (15) calendar days after receipt of the aforementioned notification. If necessary, Corbus Advocaten will make reasonable efforts to propose changes to the Client with a view to avoiding Processing of Personal Data by the relevant subprocessor(s).
- 6.3. Corbus Advocaten will conclude written agreements with each such subprocessor containing obligations that offer no less protection than the obligations of Corbus Advocaten on the basis of this Annex, including the required Standard Contractual Terms and, in particular, with regard to the obligation to take appropriate security measures so that the Processing complies with the Data Protection Legislation.
- 6.4. In any case, Corbus Advocaten will at all times remain the point of contact for the Client in this respect. In the event that the relevant sub-contractor does not fulfil his data protection obligations, Corbus Advocaten remains responsible for the compliance of the sub-processor with the obligations of Corbus Advocaten pursuant to this Annex.

§ 7. Rights of the Data Subject

- 7.1. Taking into account the nature of the Processing of Personal Data and, insofar possible, Corbus Advocaten will provide assistance and will cooperate with the Client in fulfilling its obligations under the Data Protection Legislation, in particular for the Client to be able to comply with its obligation(s) to respond to requests from Data Subjects exercising their rights. The Client will enable the Data Subjects to exercise their rights. The Client will provide all necessary information about the Processing of Personal Data to the Data Subjects in accordance with articles 13 and 14 of the GDPR.
- 7.2. If a Data Subject is to contact Corbus Advocaten directly to inspect / copy, correct or remove or to limit the Processing of his Personal Data, Corbus Advocaten will refer the relevant Data Subject to the Client. Corbus Advocaten will not respond to the request itself. However, Corbus Advocaten can provide the basic contact information of the Client to the relevant Data Subject. The Client will inform the Data Subjects that they can only exercise their rights vis-à-vis the Client. The Client will respond to any such request from a Data Subject and comply with its obligations in this respect under the Data Protection Legislation.

§ 8. Notifications, checks and audits

- 8.1. Unless prohibited by law, Corbus Advocaten will notify the Client without unreasonable delay if Corbus Advocaten or one of its sub-processors receives a question, subpoena or request for inspection or audit from a competent government agency in connection with the Processing of Personal Data. Corbus Advocaten will also inform the Client when Corbus Advocaten intends to provide Personal Data to a competent government body outside the scope of the Services.
- 8.2. Corbus Advocaten will immediately notify the Client if in its opinion an instruction or assignment from the Client constitutes an infringement of the Data Protection Legislation.
- 8.3. At the request of the Client, Corbus Advocaten will provide all information to the former in order to comply with its obligations under article 28 GDPR.

§ 9. Data Leaks

- 9.1. Corbus Advocaten will inform the Client without unreasonable delay as soon as it has become aware of a Data Leak, regardless of its cause.
- 9.2. The Client will immediately notify Corbus Advocaten of any security incident or security issue, including a Data Leak, that is in any way related to the Services.
- 9.3. The Party responsible for the Data Leak will further investigate the Data Leak and keep the other Party informed of new developments as well as the measures that will be taken and will be taken to limit the consequences of the Data Leak and prevent its repetition.
- 9.4. However, both Parties will cooperate in such investigation and provide mutual assistance in fulfilling their obligations under the Data Protection Legislation, in particular the obligation to notify a Data Leak to the Data Protection Authority under article 33 of the GDPR.
- 9.5. A notification or notification pursuant to article 3, §9 of this Annex and / or the Data Protection Legislation shall always take place without (adverse) acknowledgment of any error or liability with regard to the Data Leak.

§ 10. Data Protection Impact Assessments (DPIA)

In the event that the Client is obliged to execute a DPIA ("data protection impact assessment") pursuant to article 33 of the GDPR, Corbus Advocaten will provide the necessary cooperation and assistance to the Client so that he can fulfil his obligations in this respect. Such assistance will be reimbursed at such rates that are agreed between the parties.

§ 11. Removal and return of Personal Data

- 11.1. In the event of termination of the Agreement (and this Annex), Corbus Advocaten will, within sixty (60) days after the aforementioned termination, delete or anonymize all Personal Data of Data Subjects as Processed in the context of this Annex (subject to any back-up or archives), unless the Client otherwise instructs or if (further) storage of the Personal Data is required by law.
- 11.2. If the Client requests this in writing no later than thirty (30) days before the termination of the Agreement, Corbus Advocaten will provide him with a copy of the Personal Data on his systems, which costs will solely be borne by such Client.

Article 4 Liability in the context of the Processing

- § 1. The Client is liable and shall indemnify Corbus Advocaten in full, including interest and (lawyers) costs, for all damages (including sanctions imposed by supervisory authorities (such as the Data Protection Authority) (such as administrative fines) and damage suffered by the Data Subjects or Corbus Advocaten) that is the result of the Client not complying with his obligations set forth in this Annex and / or the Data Protection Legislation.
- § 2. The provisions of article 10 of the general terms and conditions are fully applicable.