



GENERAL TERMS AND CONDITIONS

CORBUS ADVOCATEN CVBA

Corbus Advocaten cvba

a civil company having the form of a trading company
Register of legal entities of Antwerp – VAT BE 0474.987.224
79 Amerikalei
B-2000 Antwerp
Belgium

Corbus Advocaten cvba

burgerlijke vennootschap met handelsvorm
RPR Antwerpen – BTW BE 0474.987.224
Amerikalei 79
B-2000 Antwerpen
België

General terms and conditions

Article 1 Definitions

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

- 1.1. “Corbus Advocaten”: a civil company having the form of a *coöperatieve vennootschap met beperkte aansprakelijkheid* [cooperative limited liability company], whose registered office and offices are situated at B-2000 Antwerpen-Antwerp (Belgium), 79 Amerikalei, registered at the Antwerp register of legal entities of Antwerpen-Antwerp, with company 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 with the title “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 of Corbus Advocaten, (the statute 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 (deontological rules) that the lawyers affiliated with Corbus Advocaten are subjected to, the place where the Client can find other linguistic versions and previous versions of the general conditions of Corbus Advocaten.

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 – statute 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.

- § 2. Exceptionally, a lawyer affiliated to Corbus Advocaten can handle a case for his own account.

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 (deontological rules) 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 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 *Gerech-
telijk Wetboek* [Judicial Code] and the *Koninklijk Besluit van 26 oktober 2007* [Royal Decree of 2007, October 26th] 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.

- § 4. If in a specific case Corbus Advvocaten 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 Advvocaten 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 economic beneficiary.

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) 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 fees, costs and expenses / the remuneration 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: € 175.- to € 225.-, VAT excluded (i.e. € 211,75 tot € 272,25 21% VAT included);
- Associate lawyer: € 100.- to € 175.-, VAT excluded (i.e. € 121,- tot € 211,75 21% VAT included);
- Trainee lawyer: € 50.- to € 100.-, VAT excluded (i.e. € 60,50 tot € 121,- 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 agreed rates / compensations in the month January of every year on the basis of the evolution of the consumer price index of the immediate previous month December compared to the consumer price index of the month December of one year earlier.

If a favourable decision is pronounced in a case and/or if a case is disposed of with a favourable outcome, 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, mortgage offices, registration offices, enterprise counters, the Belgian Official Gazette, the National register, the Central database of seizure reports, official and unofficial commercial 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 court costs (including procedural costs) in the event that a court procedure for 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. The lawyers affiliated with Corbus Advocaten shall be individually insured for their professional liability by means of a "[civil professional liability of lawyers](#)" insurance subscribed by the *Orde van Vlaamse Balies* [Flemish Bar Council] with Amlin Europe nv (first insurer), Zurich Insurance plc, Belgium Branch (co-insurer) and KBC Verzekeringen nv (co-insurer) (broker: Vanbreda Risk & Benefits nv, B-2140 Borgerhout (Belgium), Plantin en Moretuslei 297).

The cover of this insurance contract shall apply to any liability creating facts that have happened since 1 January 2013 and declared during the period of validity of this contract for the insured affiliated from that date. For the others, the cover shall apply from their date of affiliation pursuant to notification by the *Orde van Vlaamse Balies* [Flemish Bar Council].

The guarantee of this insurance contract shall apply to the consequences of acts committed worldwide, as regards activities performed by the insured from their office in Belgium and subject to the clarifications of the insurance contract. Actions instituted against the insured in the United States or Canada, or under the laws or jurisdiction of the United States or Canada, shall, however, not be insured.

Under the specific conditions of the subscribed insurance policy, the contribution by the insurer shall not exceed € 1,250,000.- per claim.

[For liability creating facts that occurred since 1 January 2003 till 31 December 2012, a similar insurance "[civil professional liability of lawyers](#)" insurance subscribed by the *Orde van Vlaamse Balies* [Flemish Bar Council] with Ethias nv was applicable (broker: Vanbreda Risk & Benefits nv, B-2140 Borgerhout (Belgium), Plantin en Moretuslei 297).]

In addition, Corbus Advocaten has subscribed an additional "professional liability of lawyers" insurance with co-insurers Axa Belgium nv and Allianz Belgium nv (broker: Geukens nv, B-2950 Kapellen (Belgium), Antwerpsesteenweg 144).

As far as the specific terms and conditions of the insurance cover is concerned, Corbus Advocaten refers to the text of the subscribed insurance contracts, that prevails over the above summary. A copy of these insurance contracts shall be at the Client's disposal at his request free of charge.

- § 2. The professional liability of Corbus Advocaten and its lawyers and appointees shall be limited to the amount actually paid by the professional liability insurer, increased by the possibly applicable exemption. The Client accepts that the compensation for the damage he suffers as a result of a professional error by Corbus Advocaten, its lawyers and/or its appointees shall be limited to the amount for which Corbus Advocaten and its lawyers are insured.

If the professional liability insurer does not cover the damage, without Corbus Advocaten or its lawyers and appointees being to blame for it, the compensation on account of a professional error by Corbus Advocaten or its lawyers and appointees shall be limited in principal, costs and interest to the amount of € 25,000.- per damage causing incident.

These limitations of liability shall not apply in the event of intent ('opzet') of Corbus Advocaten and/or its lawyers. If the Client is a consumer in the meaning of the *Wetboek van Economisch recht* [Economic Law Code] the abovementioned limitations of liability do not apply in case of intent ('opzet') or serious fault ('grote schuld') of Corbus Advocaten, its lawyers, appointees or delegates or, with the exception of superior power / force majeure ('overmacht'), for the non-execution of a commitment which constitutes one of the principal performances of the agreement.

- § 3. The Client finds the usual insurance of Corbus Advocaten and its lawyers sufficient.

If the Client however wishes Corbus Advocaten and its lawyers to take out an additional insurance, Corbus Advocaten and the Client must conclude an agreement in respect thereof prior thereto. Unless otherwise agreed, the premium for such additional insurance shall be payable by the Client and be charged to him.

- § 4. Corbus Advocaten and its lawyers shall be liable for any shortcomings of third parties engaged in providing their services, irrespective of whether such third parties charge their fees and expenses to Corbus Advocaten or directly to the Client.

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

- § 1. 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* [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.

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 expected, also 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.

- § 2. Corbus Advocaten shall not be liable for any damage resulting from the termination of its agreement with the Client.

Article 13 Archiving

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 be permanently destroyed.

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.

- § 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 Duty to Provide Proof of Identity

The preventive part of the anti-money laundering legislation (*Wet van 11 januari 1993 tot voorkoming van het gebruik van het financiële stelsel voor het witwassen van geld en de financiering van terrorisme, B.S. 9 februari 1993* [Prevention of the use of the financial system for laundering money and financing terrorism Act of 1993, January 11th, Belgian Official Gazette of 1993, February 9th]) has also be declared applicable to the legal profession. In this regard, particular attention is drawn to articles 7, 26 and 44 of the Act of 1993, January 11th.

The anti-money laundering legislation aims at curbing various money laundering practices. Within the framework of the preventive part, lawyers must comply with a number of administrative obligations and report certain transactions.

Pursuant to a statutory duty to provide proof of identity, the lawyer must check the Client's identity. The Client shall at first demand deliver all requested details regarding his identity on the basis of official documents, and where appropriate also the details of his representatives/delegates.

Certain suspicious transactions must be reported to the dean, who will then forward the information to the Financial Data Processing Unit. This duty to report does in principle not apply within the framework of a (potential) legal dispute.

The lawyer and the dean shall be forbidden to inform the Client that information has been disclosed or that an investigation is being conducted.

Article 16 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 17 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. The Parties undertake to replace such void, invalid or unenforceable clause in joint consultation immediately by a clause that approaches the purpose of the original clause as much as possible.

§ 3. 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 18 Governing law – jurisdiction

§ 1. Any and all agreements between Corbus Advocaten and the Client shall be governed exclusively by the laws of Belgium.

§ 2. The Parties shall settle their disputes preferably amicably.

§ 3. As far as the collection of fees is concerned, in the [Reglement van de orde van advocaten te Antwerpen van 17 december 2012 op de invordering en taxatie van erelonen](#) [Regulations of the Antwerp bar association of 17 December 2012 on the collection and taxation of fees] a mediation procedure is foreseen. This mediation procedure is not obligatory, but both Corbus Advocaten and the Client can voluntarily apply to this procedure. The Client can obtain more information about the characteristics and conditions of application concerned on the following website: www.balieantwerpen.be> erelonen [fees]> klachten [complaints].

Barring a written agreement otherwise and barring it is established that the collected fees and costs are not owed by the Client, the contribution in the costs that has to be paid to the orde van advocaten te Antwerpen [the Antwerp bar association] in application of article 1 of the aforesaid regulation is entirely at the expense of the Client.

§ 4. Prior to any 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* [bar association].

§ 5. Should a dispute between Corbus Advocaten and the Client be brought before a court, such dispute shall be brought before the courts of 2000 Antwerpen-Antwerp (viz. the *vrederecht van het tweede kanton van Antwerpen* [subdistrict court of the second subdistrict of Antwerp], the *rechtbank van eerste aanleg Antwerpen, afdeling Antwerpen* [Antwerp court of first instance, Antwerp division] or the *rechtbank van koophandel Antwerpen, afdeling Antwerpen* [Antwerp commercial court, Antwerp division]) to the exclusion of any other forum.