

GENERAL TERMS AND CONDITIONS OF ORTUZ

Article 1: Definitions

“ORTUZ”: the company name of Barrister-at-Law Hans Verhulst, with offices at Quellinstraat 49, 2018 Antwerp (Belgium), and Canadadreef 49, 2270 Herenthout (Belgium), registered in the Companies Register of Antwerp, Antwerp Department, with companies registration Number 0812.668.968 and VAT No. VAT BE0812.668.968.

“Client”: the natural person or the legal person who uses the services of ORTUZ.

“The Party”: ORTUZ or the Client. “The Parties”: ORTUZ and the Client.

Article 2: Application

These General Terms and Conditions apply to each service provided by ORTUZ to the Client and consequently constitute an integral part of the contractual relationship between ORTUZ and the Client.

These General Terms and Conditions, as a framework agreement, apply not only to the initial task entrusted by the client to ORTUZ, but to all subsequent tasks that may arise, unless other arrangements are made in writing for a specific task.

Arrangements which may deviate from one or more clauses of these General Terms and Conditions shall only replace the clause or clauses from which they deviate. The other clauses shall remain fully applicable.

Article 3: Subject of the Services

The services of ORTUZ may, amongst others, relate to the provision of advice, assistance with mediation, assistance with negotiations, assistance with legal proceedings, and acting as an agent.

The Parties shall agree the precise subject of ORTUZ’ services at the commencement of the activities and, if necessary, adapt/expand it during performance. The Client agrees that the specification of the precise subject of the services and any adaptation/extension may be conducted in any form and amongst others may be apparent from correspondence, and from (even tacit) acceptance of the work performed or payment of invoices.

Unless it is clear and indisputable, without any possible doubt, from the nature of the task in question, that it is an undertaking of result or this was expressly agreed in writing, the

undertakings of ORTUZ are not undertakings of result but undertakings of effort.

The place of performance of ORTUZ' undertakings is the offices of ORTUZ.

Article 4: Loyal Cooperation – Information Exchange – Presumption of Mutual Representation in the Event of Several Clients

The Client shall provide ORTUZ all information which is required for the optimum performance of its services, in a timely manner, both at the commencement of the agreement and during its term, where applicable at the request of ORTUZ.

ORTUZ is not liable for damage which may arise from incorrect or incomplete information provided by the Client.

ORTUZ shall, in a timely manner, inform the Client about the performance of its services and about progress in the processing of the dossier.

ORTUZ reminds the Client that legal proceedings entail risks and costs (aside from the costs of their own barrister-at-Law).

If ORTUZ is defending the interests of several Clients in one dossier, it may presume that these Clients represent each other mutually, in particular regarding the exchange of information, the approval of draft texts and the approval of specific acts. In particular, this applies when the clients in question are spouses, cohabitants, family members, business partners, parties to the same agreement, members of the same (company) body, allied companies, or company and principal.

Article 5: Use of Third Parties

If for the performance of the service it is necessary to enlist the services of a judicial officer or a translator, the Client shall leave the choice of this person up to ORTUZ. The same applies to the performance of simple tasks (deposit of a procedural document, appearance at an (introductory) hearing, etc. by a local Barrister-at-Law.

If for the performance of the service it is necessary to enlist the services of other third parties, such as (foreign and/or specialist) barristers-at-Law, public notaries, accountants, auditors or experts, these are chosen in consultation with the Client.

Third parties are brought in on behalf of and for the account of the Client, who shall be regarded as having directly contracted these third parties. The remunerations / fees and costs of these third parties shall be paid for in full by the Client and, as a rule, the Client must pay them directly to these third parties. If these are advanced by ORTUZ, they will be charged to the Client.

Article 6: Remuneration

ORTUZ shall periodically charge the Client for its activities and office costs, and pass on costs invoiced and charge costs advanced, by means of an invoice.

ORTUZ may adapt the periodicity of its invoices if the scale of the activities performed or the size of the sum to be charged justifies this.

The invoice sum owed is divided into the following items: (1) fees, (2) office costs, and (3) other costs.

Further specification of the activities performed and the costs will be sent to the Client directly on request.

The activities performed are charged under the item "fees". Unless agreed otherwise in writing, they are to be charged on the basis of the units of time worked and according to the basic hourly rate of 150 Euros per hour.

ORTUZ may adjust this basic hourly rate according to the nature of the case, the financial importance of the matter, the degree of difficulty of the case, the experience of the instructed barrister-at-Law, and the urgency of the task.

Each year, ORTUZ has the right to adapt the agreed rates/fees to the index, on the basis of the growth of the consumer price index of the month of December immediately preceding compared to the month of December of the previous year.

If a favourable decision is pronounced in a case and/or the case is closed with a positive outcome, ORTUZ has the right to charge a success fee. Unless specific arrangements are made concerning this, ORTUZ may choose to have the success fee comprise:
charging an additional fee of a percentage (that – unless agreed otherwise – amounts to a maximum of 20 percent) of the sums recuperated or saved or of the financial importance of the matter; or
charging an additional sum that corresponds to the damage clause granted and/or the costs of proceedings awarded.

Without prejudice to the charging of fees, the costs of opening the dossier, typing costs, printing and copying costs, mail/dispatch costs and sundry office costs are charged under the item Office Costs. The office costs are charged at a fixed rate based on ten percent of the fees charged.

ORTUZ and the Client may agree mutually different formulae for calculating fees and office costs – e.g. for collection cases, undisputed cases and more simple cases. Such formulae may comprise, amongst others:

charging a flat fixed sum per case, or per case per instance;

charging only the damage clause and/or the costs of proceedings per case (irrespective of whether these sums can actually be recuperated by the Client);

charging a flat fixed sum per period (e.g. per year) that is to be invoiced in accordance with this period (in principle monthly).

The costs advanced by ORTUZ to third parties, such as registries, mortgage registries, registration offices, enterprise registration agencies, the Belgian Official Gazette, the National Register, the Central File of Seizure Notifications, official and unofficial commercial and company registers, other official and unofficial registers and databases, third-party barristers-at-Law, judicial officers, notaries public, translators, bookkeepers, accountants, auditors, experts and (domestic and foreign public/non-public) bodies and the transportation costs of barristers-at-Law (kilometre fee of € 0.50 not including VAT per kilometre and parking costs) are charged separately under the item Other Costs, on the basis of the actual costs incurred.

Unless indicated otherwise, all sums mentioned do not include VAT, and are still to be uplifted by the applicable percentage of VAT, that is currently 21%. VAT shall only not be charged on the advanced costs, subject to the conditions laid down in VAT legislation. Circular Letter AAFisc No. 47/2013 (E.T. 124.411 – No.s 78-80) of 20 November 2013 clarifies and specifies the application of VAT legislation to the legal profession.

ORTUZ reserves the right to request an advance from the Client before starting or during its activities by means of an invoice of advance, and only to commence or continue its activities or advance costs following payment of it.

An advance is a flat fixed sum that the Client must pay to ORTUZ prior to a detailed interim invoice or final invoice. The advances already paid are taken into account in the final settlement.

New Clients are always asked to pay an advance, the amount of which depends on the activities to be performed and the costs to be incurred.

Advances can always be requested when the nature of the case and/or the activities to be performed require this and/or costs must be advanced.

If the Client does not agree with an invoice he must protest it in writing, giving reasons, within fifteen days of its date.

Unless agreed otherwise, all invoices are payable within fifteen days of their date.

If an invoice (invoice of advance, interim invoice or final invoice) is not paid on time, ORTUZ, has the right, without being obliged to give the Client advance notification of default, (1) to charge interest on the arrears at an interest rate of 10% from the due date of the invoice until the date of full payment and also (2) to charge a flat fixed sum of compensation of 10% of the sum paid late (with a minimum of € 50.00), without prejudice to its right to the legal costs (including the applicable costs of proceedings), should judicial collection be required.

In this case, ORTUZ also has the right, without notification of default, to suspend the performance of its activities until all sums owed have been paid in full, or to suspend performance of its activities, or to terminate the agreement with the Client with immediate effect.

ORTUZ is not liable for damage which may arise from the suspension of its activities or the termination of its agreement with the Client.

If ORTUZ represents the interests of several Clients in a case, all of these Clients are jointly and severally and indivisibly obliged to pay the invoices relating to this case (where applicable uplifted by the extra items mentioned in §5 and all of the costs of collection), and this regardless of the name of the Client to which ORTUZ addressed invoice.

The place of payment is the offices of ORTUZ.

In cases where VAT legislation does not require an invoice to be drawn up, (in particular for private clients not acting under any professional activity), ORTUZ may perhaps, should it deem this desirable, opt to send the Client a (provisional) request for payment (statement of fees and costs) instead of or prior to an invoice. All of the above provisions relating to the invoices drawn up by ORTUZ, in particular §5, §6 and §7, apply by analogy to each such request for payment.

Article 7: Third-Party Monies

ORTUZ shall transfer to the Client all sums which it receives for the Client as quickly as possible.

If ORTUZ is not immediately able to pass on a sum, it will inform the Client that it has received the sum and state the reason for the sum not being passed on.

Unless instructed otherwise by the Client, ORTUZ immediately passes on all sums received from the Client for payment to third parties to these third parties.

Article 8: Liability

In the event of an attributable shortcoming in the performance of ORTUZ's service, the Client may hold Mr. (*Maître*) Hans Verhulst liable. Each barrister-at-Law holds professional liability insurance for the amount of 1,250,000.00 Euros.

However, ORTUZ cannot be held liable for any shortcomings of third parties (also including (specialist and/or foreign) barristers-at-Law not linked to ORTUZ, who are used by it, even if these third parties charge their fee or fees to ORTUZ and/or these third parties may be regarded as a sub-contractor of ORTUZ. After all, ORTUZ cannot be responsible for the areas of competence of these third parties which are not its own areas of competence. Nor can ORTUZ be held liable for its choice of third parties used by it, or by the Client on its recommendation. The Client is free to make direct contractual arrangements (concerning their liability) with the third parties enlisted.

The Flemish Bar Association (*Orde van Vlaamse Balies*) (the insuring party) has concluded a "civil professional liability of barristers-at-Law" insurance agreement with Public Limited Liability Company Amlin Europe (*Amlin Europe nv*) (leading insurer), Zurich Insurance plc, Belgium Branch (co-insurer) and Public Limited Liability Company KBC Verzekeringen (*KBC Verzekeringen nv*) (co-insurer) (broker: Public Limited Liability Company Vanbreda Risk & Benefits (*Vanbreda Risk & Benefits nv*), Plantin and Moretuslei 297, B-2140 Borgerhout (Belgium)).

[A similar "civil professional liability of barristers-at-Law" insurance agreement was concluded between the Flemish Bar Association (policy holder) and Public Limited Liability Company Ethias (*Ethias nv*) (insurance company) (broker: Public Limited Liability Company Vanbreda Risk & Benefits (*Vanbreda Risk & Benefits nv*), Plantin and Moretuslei 297, B-2140 Borgerhout (Belgium)), for events incurring liability which took place from 1 January 2003 to 31 December 2012 (inclusive).]

The client considers the ordinary insurance policy of each barrister-at-Law to be adequate, and accepts that the compensation for damage which he suffers as a result of a professional error of the barristers-at-Law will be limited to the amount of 1,250,000.00 Euros for which each barrister-at-Law is insured. This limitation does not apply in the case of intent or gross misdemeanour on the part of the barrister-at-Law in question. If the professional liability insurance company does not cover the damage, and this is not the fault of the barrister-at-Law in question, the client may not claim any compensation.

The guarantee of this insurance agreement applies to the consequences of deeds committed throughout the world, for activities performed by the insured parties from their office located in Belgium, and reserving the clarifications made by the insurance agreement. However, claims made in the United States or Canada against the insured parties, or under the legislation or the legal authority of the United States or Canada are not insured.

ORTUZ's liability for any damage resulting from a shortcoming attributable to it (irrespective of its severity) is limited to the sum for which it enjoys insurance cover. Therefore, the Client cannot claim a sum of compensation (in main sum, interest and costs) which is greater than the amount paid out by ORTUZ's insurance company for the event of damage uplifted by any exemption deducted by the insurance company pursuant to the insurance agreement.

The liability of ORTUZ for any damage resulting from a shortcoming attributable to it (irrespective of its severity) which is not covered by its insurance is limited to the amount of € 25,000.00 per event of damage.

If, however, the Client wishes ORTUZ to take out supplementary insurance, ORTUZ and the Client must conclude an agreement concerning this in advance. Unless agreed otherwise in an agreement, the premium for this supplementary insurance agreement shall be invoiced to the Client and paid for by him.

The limitations of liability provided in this Article, shall always be interpreted in the legally-valid meaning. If a limitation of liability provided by this Article is not legally valid under certain hypotheses, this kind of hypothesis shall be regarded as not having been meant.

Article 9: Intellectual Property Rights

The Client is not permitted to copy, reproduce, publish or in any other way use the opinions, notes/memos, contracts, case files, documents and any other intellectual activities of any form created by ORTUZ or to use them, himself or with the aid of third parties, in any way other than in the context of the task allocated to ORTUZ, without its advance written consent.

Article 10: Termination – Consequences of Termination

Without prejudice to other common-law means of terminating the agreement between ORTUZ and the Client, both the Client and ORTUZ have the right to terminate that agreement at any time with immediate effect and without giving reasons. If the Client is a consumer in the sense of the Code of Economic Law, ORTUZ can only terminate the agreement subject to the observance of a notice period of at least two weeks (without prejudice to the right of ORTUZ to suspend its activities in the meantime, should the Client be in default, or to disband the agreement due to serious default).

Cancellation must take place in writing.

The Client is obliged to pay for all activities and costs up to the date of termination of the agreement and, if a positive outcome was expected for the dossier, the success fee. ORTUZ shall draw up a final invoice and send this to the Client.

ORTUZ shall return the Client's dossier directly on request.

ORTUZ is not liable for any damage arising from the termination of the agreement between it and the Client, unless it is disbanded to its detriment, due to default.

Termination of the agreement between ORTUZ and the Client, and of the undertakings ensuing from it, irrespective of the cause, does not release the Parties from the arrangements made by them regarding the consequences of termination of the agreement and the undertakings ensuing from it.

Article 11: Archiving

Following the termination of each task, ORTUZ archives the dossier and then retains it for period a period of five years. Original documents can be returned to the Client, and, where applicable, must be archived by him.

After the aforementioned five-year period, the dossier is permanently destroyed.

Article 12: Duty to Identify

The preventative section of anti-money laundering legislation (Act of 11 January 1993 for preventing use of the financial system for money laundering and the financing of terrorism, Belgian Official Gazette 9 February 1993) has also been declared applicable to the legal profession. In this context, particular attention is drawn to Articles 3, 7, 26 and 44 of the Act of 11 January 1993.

The aim of anti-money laundering legislation is to curb various money laundering practices. In the context of the preventative section, barristers-at-Law must fulfil a number of administrative obligations and report certain transactions.

On the basis of a legally-imposed duty of identification, the barrister-at-Law is obliged to check the identity of the Client. The Client shall provide all personal identification details immediately on request using official documents, and also, where the case arises, the details of his agents.

Certain suspicious transactions must be reported to the President of the Bar Council, who then passes this information on to the Financial Information Processing Cell. In principle, this duty to report does not apply in the context of a (potential) legal dispute.

The barrister-at-Law and the President of the Bar Council are prohibited from informing the Client that information was reported or that an investigation is in progress.

Article 13: Amendments

ORTUZ reserves the right to modify the present General Terms and Conditions at any time.

Article 14 Invalidity or Nullity – Conflict

If one or more clauses of these General Terms and Conditions are null and void, invalid or unenforceable, this shall not affect the validity and enforceability of the other clauses of these General Terms and Conditions.

The Parties undertake to replace such null, invalid or unenforceable clause with a clause that as closely as possible approximates the intent of the original clause, straight away and by mutual agreement.

In the event of conflict between the different language versions of the present General Terms and Conditions, the Dutch-language text, which is the sole authentic text, shall prevail.

Article 15: Applicable Law – Competent Court

All agreements between ORTUZ and the Client (including their arising, interpretation, performance, termination and (post-contractual) consequences) are exclusively governed by Belgian law.

The Parties shall by preference settle their disputes out of court.

The [Regulations of the Antwerp Bar \(Bar Antwerp\) of 17 December 2012 on the collection and estimation of fees](#) lay down a mediation procedure for the collection of fees. This mediation procedure is not compulsory, but Corbus Advocaten or the Client may use it voluntarily. The Client may obtain more information on the characteristics of this settlement and the conditions of its application on the website www.balieAntwerpen.be > erelonen (*fees*) > klachten (*complaints*).

Reserving differently-worded agreement, and unless it is established that the fees and costs collected were not owed by the Client, the contribution to the costs owed to the Antwerp Bar Association in implementation of Article 1 of the aforesaid regulations, shall be paid in full by the Client.

Before all legal proceedings, and preferably without being obliged to do this, the Parties shall have the case summoned before the competent court or before an authorised body of the Bar, for amicable settlement.

In the event of a dispute between ORTUZ and the Client being brought before a court, this dispute shall be brought before the courts of the Judicial District of Antwerp, Turnhout Department, excluding any other forum.