

General Terms and Conditions

Cazimir is committed to providing optimal service to its clients. Smooth interaction and collaboration between attorney and client is therefore extremely important. After all, an attorney provides a tailor made service, based on concrete facts.

1. General information

Cazimir is a limited liability company, having its seat at 1831 Diegem, Berkenlaan 8A bus 4, and registered in Brussels with the Crossroads Bank of Enterprises (**KBO**, "*Kruispuntbank van Ondernemingen*" / "*Banque-Carrefour des Entreprises*") under number 0819.828.459. Cazimir has four establishment units, in particular in Diegem (KBO 2.182.601.948), in Kortrijk (KBO 2.182.602.443), in Ghent (KBO 2.299.306.806) and in Antwerp (KBO 2.215.915.015).

Attorneys who operate within the framework of an internship or cooperation agreement (**the attorneys**) carry on a regulated profession and are subject to the deontological regulations of the Bar Association to which they belong. Further information on the professional rules that apply can be obtained from the Bar Council.¹

2. Applicability

Unless explicitly provided for otherwise in a written agreement, these general terms and conditions apply to all services provided by Cazimir, its attorneys, legal assistants (**paralegals**), appointees and other (self-employed) employees (**employees**) who are or were involved in the provision of services and other (self-employed) employees (employees) who are or were involved in the provision of services in relation to its clients, to include former attorneys and/or paralegals and/or employees of Cazimir.

In the event of inconsistency, these general terms and conditions will prevail over any client general terms and conditions stating otherwise, unless otherwise agreed upon in writing by one of the Cazimir directors. Agreements that would differ from one or more clauses in these general terms and conditions will only replace the clause or the clauses from which they differ. The other clauses remain fully applicable.

These general terms and conditions are available in Dutch, French and English. In the event of contradiction between the different versions of the general terms and conditions, the text in Dutch shall prevail.

¹ The regulations of the Flemish Bar Council ("*Orde van Vlaamse Balies*") and the regulations not yet revoked from the former National Bar Association ("*Nationale Orde van Advocaten*"), which can be consulted on www.advocaat.be and (b) the regulations of the Dutch-speaking Bar Association ("*Nederlandse Orde van Advocaten bij de Balie*") in Brussels, which can be consulted on www.baliebrussel.be, or the regulations of the Bar Association ("*Orde van Advocaten*") in West Flanders, which can be consulted at www.baliwestvlaanderen.be, or the regulations of the Bar Association ("*Orde van Advocaten*") in the Province of Antwerp, which can be consulted on www.balieantwerpen.be, depending on with which Bar the relevant attorney is registered.

3. Agreement

The agreement between Cazimir and the client is established at the moment that Cazimir begins its provision of service.

The contractual relationship exists between the clients and Cazimir, even if the client only has contact with one or more specific attorneys.

All services are provided exclusively by Cazimir, even if the client has contact with only one or more attorneys, paralegals or employees.

The attorneys, paralegals and employees perform their services in the name of and at the expense of Cazimir, unless they have explicitly indicated that they are handling a specific file on their own.

Nonetheless, when an attorney handles a file on his/her own, only the attorney in question is the contracting party.

4. Services to be provided

§1. Cazimir's services may include advice, assistance with mediation, assistance with negotiations, assistance with procedures, assistance with expert investigations, acting as attorney-in-fact.

The parties will clearly state the precise nature of Cazimir's services at the start of the work and, if necessary, adjust those services during the further performance of that work as the file requires it.

§2. The services provided by Cazimir are always a best efforts obligation and can in no case be interpreted as an obligation of result (unless agreed otherwise or a legal or deontological obligation applies). The liability of Cazimir is assessed accordingly.

5. Conflict of interest

The applicable deontological codes contain strict rules to prevent conflicts of interest. Cazimir applies strict internal procedures to avoid potential conflicts of interest. If a potential conflict of interest is identified, the client shall not compel Cazimir to commence or continue the provision of services without the consent of the third party involved, if Cazimir deems that consent necessary. The decision of Cazimir is binding on the client. If Cazimir assists competing and/or other contracting parties of the client, Cazimir shall always ensure that it respects professional confidentiality.

6. Internal distribution of tasks

Unless the client is explicitly opposed, Cazimir is free to distribute files or specific aspects of files internally among its attorneys, paralegals and employees. This internal distribution will occur as much as possible in accordance with the attorneys' preferred areas of practice and/or the client's requirements. Work will be undertaken in teams wherever necessary. The dominus litis always retains the supervision over the file.

7. Provision and retention of information

§1. The client promptly provides Cazimir, at the start of the agreement as well as during its duration, if applicable, upon Cazimir request, with all the information that is required in order to enable the optimal execution of its provision of service. Cazimir is not liable for damages that would result from incorrect or incomplete information provided by the client.

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All information that Cazimir obtains from the client and that is not in the public domain shall be treated by Cazimir as confidential information.

In the event the client, after having received a request from Cazimir for this purpose, fails to provide the requested information within the stated period or to fulfil specific formalities, Cazimir retains the right to suspend its action and to invoice the services already delivered.

§2. Cazimir must apply the anti-money laundering legislation². This legislation requires Cazimir to exercise constant vigilance in relation to client relationships. This requires the cooperation of the client to promptly ensure, inter alia, correct identification of the client, his attorney-in-fact and beneficial owner(s). The purposes and anticipated nature of the client relationship must also be determined. If the requisite evidence is not obtained in a timely manner, Cazimir cannot, except in exceptional circumstances, act or Cazimir must terminate the client relationship.

Cazimir must report (suspicions of) money laundering and/or terrorist financing to the relevant Dean of the Bar Association. In accordance with the law, Cazimir may not inform you of this report and shall be held to terminate the client relationship without notice and without providing a reason for doing so.

§3. In accordance with applicable legislation relating to the protection of personal data³, Cazimir, as the data controller, processes certain personal data about clients, their employees, representatives, beneficial owners and contact persons as well as other personal data provided to Cazimir as part of its service provision.

§4. Electronic and/or paper files shall be retained by Cazimir for a period of five years upon termination/completion of each assignment. A longer retention period for (parts of) files may apply, in accordance with our deontological rules and/or applicable legislation (to include Article 60 of the anti-money laundering legislation) in order to ensure that they remain available for the benefit of authorities and/or the disciplinary body.

Original supporting documents or other original documents entrusted to Cazimir shall be returned to the client and should be archived by the client as necessary. After the retention period, Cazimir shall be entitled to destroy the dossiers (both paper and, where possible, electronic dossiers) without informing the client beforehand.

More information can always be found in the applicable [Privacy Policy](#) on the website (www.cazimir.be).

If you provide Cazimir with the personal data of people other than yourself, you must ensure that you inform them of our Privacy Policy.

8. DAC 6

The federal and regional legislation transposing European Directive 2018/822 of 25 May 2018 amending Directive 2011/16/EU as regards mandatory automatic exchange of information in the field of taxation in relation to reportable cross-border arrangements (hereinafter referred to as DAC 6) into Belgian internal law applies to Cazimir, which therefore potentially qualifies as an intermediary. Client understands and accepts that intermediaries must report arrangements that fall within the scope of DAC 6, except in cases where the intermediaries are bound by professional secrecy. The activities that Cazimir performs in application of the aforementioned legislation (analysis of the applicability of the notification obligation, informing the client, acting as special attorney-in-fact, etc.) are fully included in the services of Cazimir (cf. Article 4.). The client thus accepts that all costs and fees in this regard shall be charged in full. To the extent that Cazimir is bound by professional secrecy, the arrangement will be reported by one or more other intermediaries or in certain cases by the client itself. In this case, the client can mandate Cazimir to make the report in its name and on its behalf.

9. Use of third parties

If it is necessary for the execution of the service that an appeal is made to a bailiff or a translator, the client leaves this choice to Cazimir. The same applies for the execution of simple tasks (depositing a procedural document, appearing at a(n) (initial) hearing, etc.) by a local attorney.

² Belgian Act of 18 September 2017 on the prevention of money laundering and terrorist financing and on limiting the use of cash.

³ Belgian Act of 30 July 2018 relating to the protection of natural persons with regard to the processing of personal data.

In the event that the rendering of the services requires the use of other third parties, such as foreign solicitors, notaries, accountants, auditors or experts, they shall be chosen in liaison with the client. Without prejudice to this consultation, Cazimir, in the execution of its assignment, is always mandated as attorney-in-fact by the client to provide such service providers assignments on behalf of and at the expense of the client, in which case the service provider's invoice to whom an appeal is made will as a general rule be issued in the client's name and that invoice must be paid by the client directly to the relevant service provider. Cazimir may exceptionally charge these external costs and charge them on to the client according to the needs of the file. This exceptional charge shall not hinder the establishment of a contractual relationship between this third party and the client.

If this third party is also subject to anti-money laundering legislation and the client is the actual beneficiary of this service provision, the third-party service provider is itself required to identify the customer, its attorney-in-fact and beneficial owner(s). In this context, the client expressly accepts that Cazimir will share the information required for this purpose with the third party.

We only share your personal data with third parties when we are required to do so in order to comply with the law, to safeguard our rights or to meet our contractual obligations.

These obligations in no way affect the professional secrecy that characterises the relationship between the client and its attorney.

10. Costs

Pursuing legal procedures entails specific costs, including the legal fees in addition to own attorney fees. As a general rule, (in civil cases) the unsuccessful party should bear the (legal) costs.

Without being exhaustive, these costs include the summons costs, a procedural indemnity (that is a flat-rate compensation for the costs and fees of the attorney for the unsuccessful party), the docket fees and the contribution to the legal aid fund. The amount of the procedural indemnity is established in accordance with specific rules and (periodically indexed) rate scales. Specific rules, similar or otherwise, apply to other proceedings such as criminal proceedings, administrative proceedings, etc.

11. Fee

§1. Cazimir will periodically charge the client for its work, administration costs and advanced costs by means of a statement of fees and costs. A specification of the work performed and costs shall be sent at the first request of the client.

§2. Unless otherwise agreed upon in writing, the work performed under the item fees will be charged on the basis of a fixed amount specified by Cazimir, whereby in addition to the nature, the complexity, the effort and the urgent nature of the case, mainly the time that is spent on a particular file is taken into account and the basic hourly rate of the attorneys, paralegals and/or employees who perform the relevant services.

Cazimir also specifies the base hourly rate in accordance with what is at stake and the degree of difficulty, the experience of the attorney handling the case in the relevant legal matter and the urgent character of the assignment.

The basic hourly rates are indexed on an annual basis and can also always be adjusted on an individual basis per attorney in accordance with his/her seniority and expertise. Clients can always request all updated basic hourly rates from Cazimir on 15 January of each calendar year. The client and Cazimir expressly acknowledge that it is not practically feasible for Cazimir to communicate the adjusted fees of each attorney, paralegal and employee to every client each year spontaneously. The client expressly acknowledges that the possibility of taking cognisance by simply consulting the rates is sufficient and that he/she is thus sufficiently informed.

Without prejudice to the charging of the fees of attorneys, paralegals and employees, general administration and office costs (to exclude costs for the opening of the file and the associated identification of a new client), dactylography costs, printing and copying costs, postage costs, telephone costs, etc. will be charged under the item 'administrative costs', in the form of a flat rate of eight (8) per cent on top of the fees charged.

In the event that Cazimir changes its fees and/or general administrative and office costs in the agreed manner, the client shall be entitled to terminate the agreement with Cazimir. If there is no response within thirty (30) calendar days from the time the client knew or could have known of this change, the client shall be deemed to have agreed to the change being proposed by Cazimir.

Cazimir and the client can mutually agree upon - for example, for undisputed cases and simpler cases - different formulas for the calculation of the fees and the administration costs. Such formulas can consist of, among other things:

- the charge of a flat-rate amount per case or per case per instance;
- the charge of only interest, penalty clause and/or the procedural indemnity per case (regardless whether these amounts can be effectively recuperated by the client).

The costs that Cazimir has advanced to third parties, such as registrars, mortgage offices, registration offices, official or unofficial databanks, third party attorneys, bailiffs, translators, accountants, revisers, experts and (national and foreign) agencies, will be charged individually under the item costs based on the actual costs borne (more VAT if applicable).

The cost of opening a new file and the associated identification of a new client or, if applicable, change of client and associated identification obligation is set at a flat rate as communicated in the client letter.

§3. Cazimir reserves the right to request a retainer fee from the client, prior to the start of and during the course of its work, by means of a retainer fee statement and to start its work and to continue it, respectively, only after advancing the costs or paying the retainer fee. A retainer fee is also included in a statement of costs and fees in these terms and conditions.

A retainer fee is a flat-rate amount that the client pays to Cazimir prior to an interim statement or final statement. The retainer fee may relate to services that have already been rendered or advanced costs, or may be an advance on services yet to be rendered or costs yet to be incurred, or a combination of the two. The retainer fee will be deducted from the total amount in the interim statement or final statement.

§4. The entry of a statement of fees and costs in the Cazimir accounts is considered proof that it has been sent and has been received by the addressee.

§5. Invoices, fee statements, retainer fees and any other request for payment from Cazimir may be transmitted to the client either electronically or by ordinary post.

§6. If the client does not agree with a statement of fees and costs, he/she must object, under penalty of loss of right, in writing and with reasoning, within fourteen (14) calendar days of the statement date and ideally by e-mail sent to invoice@cazimir.be.

§7. Unless agreed upon otherwise, all fee statements are payable at the offices of Cazimir, without discount, within fourteen (14) calendar days of the invoice date.

If a statement of fees and costs is not paid by the statement expiration date, Cazimir is, without having to provide the client in advance with a registered notice of default, (a) entitled to charge default interest at an interest rate of ten (10) % as of the statement date until the date of full payment, as well as (b) entitled to charge a flat-rate damage compensation of 10% of the overdue amount, without prejudice to its right to legal fees (including the applicable procedural indemnity), should a judicial recovery follow.

In this case, Cazimir is also entitled to either suspend the execution of its work on all the files for the client concerned until the moment that all the statements have been paid in full, or to immediately terminate the collaboration with the client.

Cazimir is not liable for damages that result from the suspension of its work or the termination of its agreement with the client.

§8. If Cazimir looks after the interests of multiple clients in a case, all of these clients are jointly and severally and indivisibly liable to pay the statements of fees and costs related to this case (if applicable, in addition to the appurtenances stated in § 5 and all recovery costs), irrespective of which client Cazimir has created its statement of fees and costs.

§9. The services provided by Cazimir are subject to Belgian VAT at the prevailing rate (currently 21%).

12. Third-party funds

§1. Cazimir deposits all the amounts that it receives for its client within the shortest possible time to the client. If Cazimir cannot immediately deposit an amount to the client, it informs the client of the receipt of the amount and the reason why the amount has not been deposited.

§2. Cazimir may withhold sums that it receives on account of the client in order to cover the amounts that the client owes. It shall inform the client of this accordingly.

§3. Cazimir immediately deposits all the amounts that it receives from the client for the account of third parties into the accounts of these third parties.

13. Complaints

If the client has a complaint about Cazimir or is dissatisfied about the handling of his case, it would be best to first discuss this issue with the attorney who is handling the case.

If this consultation does not lead to a satisfactory solution for the client, then he/she can contact Wim Vermeulen (wim.vermeulen@cazimir.be), Nathalie Labeeuw (nathalie.labeeuw@cazimir.be), Olivier De Keukelaere (olivier.dekeukelaere@cazimir.be) or Tim Melis (tim.melis@cazimir.be), who will investigate the complaint and, where possible, mediate in order to come to a solution.

14. Liability

§1. All of the attorneys of Cazimir and Cazimir are insured for professional liability at MS Amlin Insurance SE via the Dutch-speaking Bar Association ("Orde van Advocaten bij de Balie") in Brussels, via the Bar Association ("Orde van Advocaten") in West Flanders, via the Bar Association ("Orde van Advocaten") in Ghent or via the Bar Association ("Orde van Advocaten") in the Province of Antwerp. The professional liability of Cazimir and of its attorneys, paralegals and employees working at Cazimir is limited under this policy to the insured amount of € 2,500,000.00 per claim.

§2. The client finds the aforementioned insurance sufficient for Cazimir and its attorneys and accepts that the compensation for the damage that he/she suffers as a consequence of a (even gross) professional error by Cazimir and/or its attorneys, paralegals and/or employees will be limited to the amount for which Cazimir and its attorneys are effectively covered and insured under aforementioned policy.

If the professional liability insurer does not cover the damage, the global contractual liability of Cazimir, its attorneys, paralegals and employees, will be limited in principal, costs and interest to the amount excluding VAT that was charged in the file in which the liability is retained, and upon lack of such a file, up to a maximum of € 7,500.00 per claim. If, however, the lack of coverage is the result of an error on the part of Cazimir or its attorneys, paralegals or employees, their global contractual liability will be limited to four (4) times the aforementioned amounts.

§3. Cazimir and its attorneys cannot under any circumstance be held liable for indirect damages, consequential damage, loss of use or lost profits suffered by the client or third parties.

§4. Without prejudice to the aforementioned, Cazimir and its attorneys are not liable for any shortcomings of third parties that are hired in the execution of their services, if their assignment was provided on behalf of and at the expense of the client.

In such an event, Cazimir can therefore also not be jointly and severally or indivisibly liable with such a third party for payment of whatever compensation to the client.

§5. Notwithstanding Cazimir reasonable efforts to protect its emails and attachments from viruses or other defects that can affect computers or an IT system, it remains the client's responsibility to ensure that appropriate measures exist in order to protect the client's computers and IT system from such viruses or defects.

Cazimir does not accept any liability for any loss or damage that is the consequence of receiving or using electronic communication originating from Cazimir.

§6. The client waives any liability claims based on tort (i.e. non-contractual) regarding the liability of Cazimir, its directors, partners, and all other persons working for or associated with Cazimir (such as auxiliary persons), arising from or in connection with the provision of services as referred to in Article 4, regardless of the specific cause of the damage. The client and Cazimir therefore agree that the remedy for damages caused by the non-performance of a contractual obligation, as included in this agreement, shall be governed exclusively by the rules of contract law, within the legal limits, even if the event giving rise to the damage also constitutes a tort.

§7. The client undertakes to file his complaint within thirty-six (36) months of the date on which the event or circumstance giving rise to the complaint was discovered or could reasonably have been discovered.

15. Intellectual property rights

The client is prohibited from reproducing, disclosing or using in whatever manner, itself or with the help of third parties, the recommendations, invoices, contracts, process documents, documents and all other intellectual work regardless of form, made by Cazimir, without its prior written consent, other than within the context of the assignment allocated to Cazimir.

16. Applicable law, dispute resolution and jurisdiction

§1. All agreements between Cazimir and the client are exclusively governed by and construed in accordance with Belgian law.

§2. The parties shall preferably settle any disputes amicably.

§3. For fee disputes, depending on the relevant Cazimir establishment unit (in Brussels, Antwerp, Ghent or Kortrijk), there is a conciliation, mediation and arbitration procedure via the competent Bar Association. All information is available at:

- the Dutch-speaking Bar Association ("Orde van Advocaten") in Brussels: website www.baliebrussel.be > > uw advocaat > wat bij onenigheid met mijn advocaat?
- the Bar Association ("Orde van Advocaten") of the Province of Antwerp: the website www.balieantwerpen.be > een advocaat > erelonen > Betwisting
- the Bar Association ("Orde van Advocaten") in West Flanders: the website www.baliewestvlaanderen.be > balie > erelonen > betwisting
- the Bar Association ("Orde van Advocaten") in Ghent: the website www.baliegent.be > De advocaat > Erelonen en kosten > Wat bij betwisting?

§4. In the case of disputes relating to compliance with the deontological rules, the following Dean of the Bar Association is competent, depending on the Bar Association with which the respective attorney is registered:

- the Dutch-speaking Bar Association in Brussels: Stafhouder balie Brussel, Gerechtsgebouw, Poelaertplein, 1000 Brussels
- the Bar Association in the Province of Antwerp: Stafhouder balie Antwerpen, Gerechtsgebouw, Bolivarplaats 20/15, 2000 Antwerp.
- the Bar Association in West Flanders: Stafhouder balie West-Vlaanderen, Langestraat 120, 8000 Bruges.
- the Bar Association in Ghent: Stafhouder balie Gent, Gerechtsgebouw, Opgeëistenlaan 401/P, 9000 Ghent.

§5. In the case of a dispute between a client-consumer and the dominus litis, there will be an attempt to resolve the dispute amicably before legal action is taken. If an amicable solution cannot be found, the client-consumer can contact the Ombudsman Service for Consumer Disputes with Lawyers as per the Bar Association to which the attorney belongs. All information is available on the website of:

Ombudsman Service for Consumer Disputes with Lawyers (OCA)
rue du Moniteur 8
1000 Brussels
Tel: +32 499 78 18 99
E-mail: oca@ligeca.be
Web: <https://oca.ligeca.be>

§6. The courts in Brussels shall have exclusive jurisdiction to acknowledge any dispute between Cazimir and the client.

17. Change

Cazimir reserves the right to amend the current general terms and conditions from time to time. These amendments shall be made public via the Cazimir website and shall be communicated by e-mail. If no response is received within thirty (30) calendar days, the client shall be deemed to have agreed to the amended general terms and conditions. The applicable general terms and conditions may be consulted at any time on the Cazimir website www.cazimir.be.

18. Termination

§1. The client, as well as Cazimir, is entitled to terminate the agreement at any time immediately and without reason.

In that case, the client shall be required to pay for all work and costs up to the date of termination of the agreement. Cazimir will make a final statement of fees and costs and provide it to the client.

Insofar as permitted legally and in a deontological manner, Cazimir can appeal to its right of retention before transferring its file to the client.

§2. Cazimir shall not be liable for damages that would result from the termination of its agreement with the client.