



CONSULEGIS
A LEADING GLOBAL NETWORK

CONSULEGIS EWIV. Referral Agreement 2018

CONSULEGIS – Referral Agreement

Instructions on how to use the CONSULEGIS Standard Agreement

The Standard Agreement is an **optional form**. The Standard Agreement may be used by member firms of Consulegis as a checklist for agreements between member firms whether using the form or preparing a separate agreement.

The **benefits** of the Standard Agreement are:

- It is easy to use
- It provides basic terms to be considered for agreements between member firms
- It helps avoid misunderstandings between member firms

How to use the form:

1. Parties

- a. Fill in the **referring and recipient member firm** and indicate in the box provided whether it is a law firm within the EU by simply clicking on the box. A checkmark will appear.
- b. Under **"In the matter of,"** type the names of the parties in the appropriate box provided. If it is a pure transactional matter, then just write the name of the client in one of the boxes. Click on the box(es) provided below to identify if the matter is litigation, transactional, or both.

2. Description of client request

In the box provided, type the goals the client would like to achieve.

3. Status

Click on the drop down arrow in the right hand corner of the box and choose one of the listed options to indicate the status of the matter. If none of the listed options applies, then type in the appropriate description.

4. Procedure

Click on the drop down arrow in the right hand corner of the boxes provided and choose one of the listed options to indicate the roles of referring and recipient members. If none of the listed options applies and you choose "Other", then type in the appropriate description.

5. Conflict of interest

In the boxes provided, fill in the name(s) of clients, name(s) of adverse parties, and name(s) of any other non-adverse parties so that each party can determine if an actual or potential conflict of interest exists. The recipient firm then certifies that it has no known conflict of interest and that it will notify the referring firm if any conflict of interest arises in the future.

6. Confidentiality

This confidentiality provision is mandatory when the form is used to refer business among member firms.

7. Responsibility

Please check the appropriate box to indicate the party responsible for making sure that the matter referred will be diligently completed. You can only check one box. A checkmark will appear to indicate your choice.

8. Factual/procedural/contractual limitation periods

- a. Under "***This matter is,***" indicate if the matter is time sensitive. Click on the drop down arrow in the right hand corner of the box and pick "time sensitive" or "not time sensitive."
- b. Under "***Type of limitation period,***" click on the drop down arrow in the right hand corner of the box and choose the applicable limitation period.
If none of the options listed is applicable, then select "other" and type in the applicable type of limitation period.
- c. Under "***Ending date,***" type in the applicable ending date of the limitation period. Use the following format: day-month-year (e.g. 31-12-06).
- d. Under "***Responsibility for complying with limitation period,***" click on the drop down arrow in the right corner of the box and choose one of the options listed. If none of the options listed applies, then type in the party (or parties) who is (are) responsible.
- e. Click on "***Limitation period calendared***" once you have the limitation period calendared. The checkmark that appears when clicking on the box indicated to you and to the other party that you are aware of the limitation period and that it has been calendared.

9. Attorneys' fees and costs

Click on the drop down arrow in the right corner of the box and choose one of the listed options to indicate which ***party is responsible for payment of attorneys' fees***. You have to choose one of the listed options, no other options are available.

If a ***separate engagement contract with the client for the recipient firm*** exists, then indicate so by clicking on the box provided. A checkmark will appear to indicate your choice.

Be aware that a member firm indicated to be responsible for payment of attorney's fees will be responsible even if the attorneys' fees cannot be collected from the client!

10. Accounting and client invoicing

- a. Under "***Accounting and client invoicing is being assumed by,***" click on the drop down arrow in the right corner of the box provided and choose one of the listed options. If none of the listed options is applicable, then select "other agreement" and type in the applicable information.
- b. With regard to invoices, select one or more of the three (3) boxes provided. A checkmark will appear to indicate the choices you have made.
- c. With regard to any splitting of fees: If applicable, indicate if the client needs to be advised in writing and/or agree to any splitting of fees by clicking on the box provided. Indicate by clicking on the box provided, if an internal agreement among

the member firms regarding the splitting of attorneys' fees is necessary. A checkmark will indicate your choice.

- d. With regard to attorneys' fees:
- 1) Determine whether the box ***"European attorneys"*** or ***"attorneys outside the EU"*** is applicable.
 - 2) Under ***"Currency,"*** choose one of the listed currencies. If the desired currency is not listed, type in the applicable currency.
 - 3) Under ***"Amount,"*** type in any applicable hourly rate, statutory rate or flat rate.
 - 4) Under ***"Percentage,"*** choose the applicable percentage that each firm is supposed to receive (e.g. 60/40, etc.).
 - 5) If a contingent fee is being used, type in the percentage that the referring firm and the recipient firm is to receive.

11. Additional agreements and/or provisions

In this box you can enter any additional agreements and/or provision(s) that apply. You can also indicate that there are other applicable agreements and/or provision(s) and attach them as an Exhibit to the Standard Agreement.

12. Dispute resolution among Member Firms

Click on the box provided if the member firms agree that any dispute between member firms as to attorneys' fees and/or costs will be subject to any Consulegis dispute resolution procedures in effect at the time of the dispute. At present there are no such Consulegis dispute resolution procedures, but that may change in the future. A checkmark will indicate your choice.

13. Subscribe

- a. Under ***"Authorized signatory for referring member firm"*** and ***"Authorized signatory for recipient member firm,"*** type the name of the attorney authorized to enter into this agreement.
- b. Select the date of the agreement. By clicking on ***"Date"*** the current date will automatically appear in the box. If that date is not the applicable date, type in the applicable date.
- c. In the box below ***"Date,"*** sign the form after it has been printed out.
- d. Check the box ***"Identity and signature verified"*** after you confirm that the form is properly executed.

How to proceed after form has been filled out:

Once you filled out the form, you have the following options to send the filled out form to the other member firm:

Print out form

The form can be printed out and then sent by fax, mail, or as a scanned document attached to an email, to the member firm (if applicable with attached exhibits of additional agreements and/or provisions).

If you are using *Adobe Reader*, this is the only way you can send the filled out form to another member firm.

If you are using *Adobe Acrobat 6.0 (Standard or Professional or a higher version)*, you can also save the content of the form and send it directly by email without scanning it.

Save form

The filled out form can only be saved if you are using *Adobe Acrobat 6.0 (Standard or Professional or a higher version)*.

Send form

The filled out form can only be sent by email if you are using *Adobe Acrobat 6.0 (Standard or Professional or higher version)*. If you are not using one of these versions of *Adobe Acrobat*, then you can only send the blank form by clicking on this box!

Clear form

By clicking on this box the entire form will be cleared. A box will appear for you to confirm that you are sure that you want to clear all information entered into the form before all entries made will be cleared.

Checklist for Agreements between member firms

1. Parties

Referring member firm

Recipient member firm

In the matter of

Vs.

- Litigation
- Transactional
- Both

2. Description of client request

The client would like to achieve the following:

3. Status

4. Procedure

Roles of referring and recipient members

The referring firm

5. Conflict of interest

Name(s) of clients _____

Name(s) of adverse parties _____

Name(s) of any other non-adverse parties _____

Recipient firm certifies that it has no known conflict of interest in connection with referred matter and will notify referring firm if any conflict of interest arises in future

6. Confidentiality

All member firms agree that all confidential communications between member firms and with client(s) concerning this matter shall be deemed confidential and privileged.

7. Responsibility

Responsibility for diligent completion remains at/is being taken over by

- Referring member firm
- Recipient member firm
- Jointly be referring and recipient firms

Special note: Negotiate client terms and conditions/liability limitations!

8. Factual/procedural/contractual limitation periods

This matter is:

Type of limitation period:

Ending date:

Responsibility for complying with limitation period is assumed by

9. Attorney fees and costs

Party responsible for payment of attorneys' fees

- Separate engagement contract with client for recipient firm

Caution: Also applies if attorneys' fees cannot be collected!

10. Accounting and client invoicing

Accounting and client invoicing is being assumed by (name of member firm)

- Recipient firm to send invoices to client c/o of referring firm#
- Recipient firm to send invoices directly to client with copy to referring firm
- Recipient firm to provide invoices in English
- Client needs to be advised in writing and/or agree to splitting of fees
- Internal Agreement regarding in splitting of attorney`s fees

European attorney

Currency

Amount

Percentage

Attorneys outside the EU

Currency

Amount

Percentage

Contingent fee percentage:

Referring firm _____% Recipient firm _____%

11. Additional agreements and/or provisions (may be attached as exhibits)

12. Dispute resolution among member firms

- Member firms agree that any disputes between CONSULEGIS member firms as to attorneys' fees and/or costs will be subject to any CONSULEGIS dispute resolution procedures in effect at the time of the dispute.

13. Subscribe

Name of referring member firm

Contact person

Contact details

Authorized signatory for referring member firm

Date

Name of recipient member firm

Contact person

Contact details

Authorized signatory for referring member

Date