

Police services act

Our general conditions

1. General

These General Conditions shall apply to the services provided by and/or for attorneys of the CVBA Bloom Law with company number 0633.563.814, VAT number BE 0633.563.814. More info www.bloom-law.be.

2. Fees and expenses

Fees: All services and costs are charged to the client by BLOOM TAX FL BV to whom the Lawyer has assigned his claim against the client. Unless otherwise agreed and subject to the right to adjust them during the handling of the case, the services are usually but not exclusively charged on the basis of standard hourly rates in normal circumstances (cf. infra). However, a final settlement is possible according to the result achieved. At least 10 minutes are recorded for each performance. Unless expressly agreed otherwise, invoices are sent by electronic mail. The client undertakes to always provide an e-mail address to which the invoices can be sent.

Advance payments: Before commencement of the contract and in the course of the handling of the matter, the attorney may request one or more advance payments from the client. An advance payment is the lump sum paid by the client to the attorney prior to a detailed statement of costs and fees. In the final statement of fees and expenses, the advances are deducted from the total amount

Non-payment by client in B2B relationship: All our invoices are payable in cash. In case of non-payment of the invoice, default interest is due - without prior notice - at the rate of 10% per year. Under the same conditions, damages of 10% are due on the outstanding amount. The lawyer reserves the right to stop or suspend performance of services with reasonable notice, for reason of non-payment of requested advances or states of fees and expenses after a period of 30 days or more or for any other serious reason.

Non-payment by client if client is acting as a consumer (B2C relationship): All our invoices are payable in cash. The attorney reserves the right to discontinue or suspend performance of services with reasonable notice, for reason of non-payment of requested advances or states of fees and costs after a period of 30 days or more or for any other serious reason.

When an invoice is not paid by the due date mentioned on our invoice at the latest, a first free reminder is sent to the consumer. In case of non-payment after the expiry of the term mentioned in this first reminder, interest on arrears is due in accordance with article 5 of the Law of August 2, 2002 on combating late payment in commercial transactions, as well as a fixed compensation estimated as follows:

- (a) 20 euros if the balance due is less than or equal to 150 euros;
- b) 30 euros plus 10 % of the amount due on the tranche between 150.01 and 500 euros if the balance due is between 150.01 and 500 euros;
- c) 65 Euros plus 5 % of the amount due on the tranche above 500 Euros with a maximum of 2000 Euros if the balance due is above 500 Euros.

Conversely, these conditions also apply against the company should it fail to repay an agreed or undue amount to the consumer within an agreed deadline and after a first free reminder.

Administrative costs: The attorney charges a standard fee of 15% over fees for ordinary general administrative costs.

Expenses/costs: Expenses incurred (including the fees of experts and foreign lawyers, travel and catering costs, courier and special delivery services, research work and binding of documents, videoconferencing systems, etc.) are listed separately and billed at cost.

Indexing: The attorney reserves the right to annually index the fees and price scales.

VAT: 21% VAT is payable on all our outgoing invoices except if there is an exemption or in case of the application of the “auto-liquidation” regime.

3. Trust accounts:

Funds held or received by the attorney on behalf of the client are deposited into a special bank account held by the attorney in agreement with Bar rules, a so-called trust account. The client gives the attorney permission to deduct any outstanding fees and expenses (see above) from the amounts received in the name of the client.

4. Liability

Limitation of liability: Any possible contractual or extra-contractual liability of attorneys of the offices of CVBA and of CVBA itself for any loss, damage, costs or expenses incurred in connection with the execution of the services shall be limited in any case, with the exception of fraud, to the amount of coverage by the liability insurance 3rd level (Ethias and AIG Europe) of the respective attorney. This coverage is limited to the sum of € 22.500.000.

No liability for negligence by the client: The attorney shall not be liable for any losses, damage, costs or expenses that might in any way arise from (fraudulent) actions or negligence, omissions, incorrect or incomplete statements or tort on the part of the client, their directors, employees, agents or subcontractors. The attorney reserves the right to collect compensation for possible loss from the client.

No liability for negligence by third parties: The attorney is not liable for acts or omissions that took place before the commencement of the execution of the services. Even if the attorney has provided advice on the basis of information or advice that was transferred by foreign or other attorneys or advisers to whom the attorney has appealed without the client having given the attorney instructions to do this, all liability of the attorney for loss, damage, costs or expenses incurred directly or indirectly from an act or negligence of third parties is excluded.

Use of documentation: The attorney accepts no liability whatsoever for loss incurred through the use of documents in a form other than that provided by the attorney or in other situations than these for which said documents were drawn up.

Force majeure: The attorney accepts no liability whatsoever for delay or non-execution of their obligations if said delay or non-execution is the consequence of circumstances which are reasonably outside the realm of control of the attorney.

5. Documentation

Destruction of documentation: The dossier located at the office (with the exception of the documents that the Client asks to have returned) will not be stored longer than five years after issue of the definitive statement of fees and expenses. It is the client's responsibility to retrieve his file or documents from it in a timely manner if required.

6. Anti-money laundering and anti-terrorism financing

If the attorney assists the client in the preparation or execution of transactions that are associated with the purchase or sale of immovable property or businesses, the management of their money, securities or other assets, the opening or management of bank, savings or securities accounts, the organisation of

contributions necessary for the creation, operation or management of companies, the creation, operation or management of companies, trusts, fiduciaries or similar legal structures, or if they act on behalf of and in the name of their client in any financial transactions or transactions in immovable property, they are obliged to strictly adhere to the legislation and Bar regulations concerning anti-money laundering and anti-terrorist financing. In accordance with the relevant rules, the attorney is mainly obliged to fulfil their identification and due diligence obligations with respect to their client. This procedure requires the cooperation of the client and obliges clients that work under corporate form in accordance with Article 8 § 3 of the Act of 11 January 1993 to inform their attorney who the eventual beneficiary is behind said company or series of companies, as well as to inform their attorney should this situation change. If, within 2 weeks after having been so requested, the client fails to provide the information that the attorney is obliged to request, in application of Article 2.10 of the Regulations of the OVB dated 21 December 2011, the attorney has the right to terminate their intermediary activities. In addition, anti-money laundering legislation requires the attorney, in certain circumstances, to report potential money laundering and terrorist financing in which the client is involved to the President of their bar association.

The client acknowledges having complied with the mandatory UBO registration on the government website when entering into the commercial relationship with Bloom Law of the relationship and will immediately notify any change in writing (<https://finance.belgium.be/en/E-services/register-beneficial-owners>) Foreign clients should provide this information within 14 days of the start of the contractual relationship. If the client has not entered or maintained the information in the register, or has not provided it in time, the Lawyer is entitled to terminate his intervention in application of Article 71 of the Code of Ethics.

2. The client shall inform the lawyer if he or a beneficial owner belongs to any of the following categories of persons:

2.1 "politically exposed person" means a natural person who holds or has held a prominent public position, and in particular:

- (a) heads of state, heads of government, ministers and secretaries of state;
- (b) members of parliament or members of similar legislative bodies;
- (c) members of governing bodies of political parties;
- (d) members of supreme courts, constitutional courts or other high courts, including administrative courts, that render judgments that are not subject to appeal, except in exceptional circumstances;
- (e) members of courts of auditors or boards of directors of central banks;
- (f) ambassadors, consuls, chargé d'affaires and senior officers of the armed forces;
- (g) members of the management, supervisory or governing body of public enterprises;
- (h) directors, deputy directors and members of the board of directors or holders of an equivalent position in an international organisation;

2.2 "family member":

- (a) the spouse or a person considered equivalent to the spouse;
- (b) the children and the spouses of those children or persons considered equivalent to the spouse;
- (c) the parents;

2.3 "persons known to be close associates":

- (a) natural persons who, together with a politically exposed person, are the ultimate beneficiaries of company or who are known to have other close business relations with a politically exposed person;
- (b) natural persons who are the sole ultimate beneficiaries of an entity referred to in 27°, (a), (b)
- (c) or (d), known to have been established in fact for the benefit of a politically exposed person;

2.4 "international organisation" means a resource or interest association established by an international agreement between States, provided, where appropriate, with common bodies, which has legal personality and is subject to a legal system distinct from that of its members;

3. In addition, anti-money laundering legislation requires the Lawyer in certain circumstances to report possible money laundering and terrorist financing operations in which the client would be involved to the President of his/her Bar Association.

7. Reporting of cross-border arrangements (DAC 6)

The Client is informed that the services provided which entail a cross-border aspect might fall within the scope of the Law of 20 December 2019 implementing the Council Directive (EU) 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 (hereafter "DAC 6"). Based on DAC 6, each intermediary, who is involved in the conception or assistance of a cross-border arrangement which falls under the scope of DAC 6, is bound to report the cross-border arrangement as from 1 January 2021.

An exemption is applicable when the intermediary is bound by a professional privilege (such as the attorneys at law) and is involved in the analysis of the legal status of the taxpayer or in the defense of its rights in case of a litigation, including the introduction or the avoidance of a litigation. In that case, the reporting obligation will fall on another intermediary or on the taxpayer himself if there is no other intermediary. The attorney will inform the taxpayer of his obligation to report the arrangement. Certain cross-border arrangements implemented after 25 June 2018 might also fall under the scope of DAC 6.

The Client is informed of this legal obligation and accepts its application. If our firm or another intermediary cannot report the cross-border arrangement due to the application of a professional privilege, the Client himself will have to report it. In that case, our firm cannot be held responsible in case of absence of reporting or wrongful reporting. The Client can give instructions to our firm for the reporting of the cross-border arrangement. The terms and conditions of this service have to be agreed on.

8. Applicable law and jurisdiction

The parties agree that Belgian law exclusively applies to these General Conditions, to every agreement to which the latter applies and to the contract in general. The courts of Bruges shall have exclusive jurisdiction over any dispute concerning the interpretation or execution of these General Conditions or the contract to which they relate. In addition, parties expressly and conventionally agree that any court other than the one referred to above has no jurisdiction with regard to the matter mentioned in the previous paragraph.