

## CLIENT SERVICE AGREEMENT

Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_

### BETWEEN

Limited Liability Partnership **VANBELLE LAW B.V.**, with offices established in 1050 Brussels, Avenue Général de Gaulle 47, company number 0833.281.270, hereinto represented by Me. Jo Vanbelle, Esq., managing partner,

*hereinafter called "the law firm" or "the firm"*

### AND

Name & First Name / Company Name	
Place and date of birth / Constitution	
Company type / Legal form	
VAT nr. & country	
Address (private residence / company)	
Telephone number & country	
Fax number & country	
Email address	

Acting in his/her/their own name and in the name of all physical and legal entities and structures (e.g. trusts, foundations, companies, joint-ventures, insurance contracts) which he/she/they guarantee(s) and/or whom he/she/they represent(s) or in which he/she/they have any quality as founder, shareholder, administrator, director, manager or UBO, directly or indirectly, partially or totally,

*hereinafter together called "the client"*

## **Article 1**

The client hereby instructs the law firm to represent him and to ensure his interests in all his cases, legal matters, missions and assignments entrusted or to be entrusted in the future. The present client service agreement will govern all present and future professional relations between the parties, if not otherwise agreed upon in writing.

In case of missions carried out on behalf of legal entities, the undersigned physical person will also be held responsible towards the law firm for all the obligations under this client service agreement, payment of fees and expenses included, and such on bases of an indivisible *in solidum* obligation.

## **Article 2**

The law firm will do its very best (obligation of best effort) to carry out the entrusted cases, missions, matters and assignments in accordance with the applicable laws and the deontological rules and obligations of the Brussels Bar Association. The client shall at all times respect the same applicable laws and rules.

The firm will regularly inform the client about the progress of its missions and such by the means of communication that seem to be the most appropriate and efficient at that time.

The client shall provide the law firm at its first request and without any delay, with all information, documents and data which it requires for the execution of its missions. The client shall also spontaneously provide the firm to the best of his ability, without omission or concealment, with all other essential or useful information regarding the case or legal matter, even if the firm had not specifically requested it or did not know of its existence.

The firm may immediately interrupt, suspend or cease its interventions, at its sole discretion and without any liability, if the client does not comply with the requirements of the preceding paragraphs.

## **Article 3**

For the execution of its assignments and missions, the firm can, at its own discretion, call in associates or third parties not employed by the firm, whether lawyers or not. In such case, the client will be informed in advance if possible or at least while the mission is being carried out.

## **Article 4**

It is agreed between the parties that the firm will apply the rates applicable at the time of invoicing, both in terms of fees and expenses. The firm has the right to unilaterally modify the rates, without recourse of the client, but with the obligation to inform the client of such changes by any means of communication.

With regards to the invoicing method of fees in matters and claims that may be assessed in monetary units (cash claims), the client accepts that such fees could be calculated on a decreasing percentage of the claimed amounts, even if such calculation would be higher than the one based on the applicable billable hour rate, and such at the firm's discretion.

The firm's expenses will be invoiced based on an effective consumption bases, unless the firm prefers to calculate its own expenses on a fixed bases (e.g. based on a percentage of the fees) and such again at the firm's discretion.

As an indication, and as applicable on the day of signature of this client service agreement, the firm's fees and expense rates are as follows. The fees per billable hour vary depending on the lawyer's experience and activity range and specialties, the urgency of the matter, the complexity of the case, etc. All mentioned amounts are in Euros and are not inclusive of VAT or other applicable taxes. The applicable VAT rate in Belgium for services of law firms is 21%. In case of F&B, hotel or travel expenses made in Belgium or abroad by the firm's (managing) partner, the firm will select and book its own venues based on a 5 star rating for hotels, business class in air and plane travel, Uber Black, Blacklane or similar for car travel and an average check of 125 EUR per cover for F&B.

1. Aanrekenbaar uur	Rate	Heure chargeable	Billable hour
Basistarief (A) medewerker vennoot	165,00 – 225,00 295,00	Tarif de base (A) collaborateur associé	Basic rate (A) Junior or senior associate Partner – managing partner
Bijzonder tarief (B) <i>(Urgentie, bijzondere materie, specialiteit, buitenland)</i>	385,00	Tarif spécial (B) <i>(Urgence, matière spécifique, spécialité, étranger)</i>	Special rate (B) <i>(Urgent, specialized matters, abroad)</i>
Bonus <i>bijzonder resultaat (volgens afspraak)</i>	1% - 15%	Bonus <i>résultat extraordinaire (selon convention)</i>	Bonus <i>extraordinary result (based on agreement)</i>
2. Incasso		Recouvrement de dettes	Debt recovery
<b>Zonder</b> procedure <i>(erelonen en kantoorkosten inbegrepen)</i> 1 € 6250 6251 € 50000 € 50001 € 125000 € 125001 € 250000 € + 250000 €	10% 8% 6% 4% 3%	<b>Sans</b> procédure judiciaire <i>(honoraires et frais inclus)</i>	<b>Without</b> court procedures <i>(fees and office costs included)</i>
<b>Met</b> procedure <i>(enkel erelonen)</i> 1 € 6250 6251 € 50000 € 50001 € 125000 € 125001 € 250000 € + 250000 €	15% 12% 10% 8% 6%	<b>Avec</b> procédure judiciaire <i>(uniquement honoraires)</i>	<b>With</b> court procedures <i>(fees only)</i>

3. Kantoorkosten		Frais administratifs	Office costs
Dossieropening (forfait)	75,00	Ouverture dossier (forfait)	File opening cost (fix)
Briefwisseling (blz.)	10,00	Correspondance (page)	Correspondence (page)
Aangetekende zending	+ 5,00	Lettre recommandée	Registered letter
Fotokopie (stuk)	0,35	Photocopie (pièce)	Copy (unit)
Verplaatsingen (km.)	0,65	Déplacements (km.)	Travel (km.)
Telefoon (fix)	12,00	Téléphone (fixe)	Phone (fix)
E-mail (fix)	12,00	E-mail (fixe)	E-mail (fix)
Dossierafsluiting (fix)	75,00	Frais fermeture dossier (fix)	File closing costs (fix)
Gerechtskosten	Facture/invoice	Frais de justice	Court costs
Deurwaarderskosten	Facture/invoice	Huissier de justice	Bailiff costs
F&B, Hotel / Transport	Facture / Invoice	F&B, Hôtel / Transport	F&B, Hotel / Transport

## Article 5

The firm will invoice advances on fees and expenses to the client in function of the evolution of the case or mission. Before accepting a case and after the signature of the client service agreement and the KYC-forms, the firm will invoice a first provision fee based on expected fees and expenses in relation to the nature and the complexity of the case and the quality and quantity features of the requested missions and assignments. The firm's intervention will only be acquired after the full payment of the first provision invoice per case.

At completion of the firm's mission per case, the client will receive a detailed invoice of fees and expenses, paid provisions deducted.

All invoices are payable within eight calendar days following the day on which the invoice was sent to the client. The date mentioned on the invoice will be considered as the date of expedition.

For any amount not paid on time, an annual interest rate of 8% will be applied on the invoiced amounts as well as a fixed penalty of 10%, both as from the first reminder sent to the client in writing (e.g. by email, letter, registered letter).

Each delay in payment entitles the law firm, at its own discretion and without further justification, to suspend (partially or totally) or to cease (temporarily until receipt of payment or permanently) its missions and performances. The firm will inform the client in writing (e.g. email, letter or registered letter) of such decision. In such case, the firm will not assume any further responsibility for the entrusted cases or missions. The client shall have no claim against the law firm.

## Article 6

The client can, at all times and given written notice, terminate the present client service agreement without any delay or penalty, but with the obligation to settle the outstanding fees and expenses until the termination date, and such within eight calendar days after receipt of the final invoice.

## Article 7

A part from the circumstances as described in Article 5, the firm can terminate the present client service agreement without any delay, penalty or compensation and without accepting any further responsibility in that matter, if the firm considers the behavior, the attitude, the professional or private curriculum of the client, or the entrusted case or mission itself, to be or to have become incompatible with the deontological regulations, the governing laws, or with the reputation, the house style, the moral and personal principles of the law firm and of its (managing) partner.

If the firm terminates the client service agreement under the provisions of this article, it will inform the client in writing (e.g. email, letter, registered letter) and it will ensure that the client's interests are not prejudiced by granting him sufficient time to contact a new counsel and by continuing to insure court urgencies in ongoing cases while awaiting the client's transfer instructions. It is agreed upon that 10 calendar days will be sufficient for the client to foresee in new counsel. The law firm will therefore be exempt from any further liability towards the client or third parties after said delay.

## Article 8

The client is hereby informed that the professional liability of the law firm is insured under a collective insurance policy of the Brussels Bar Association of which he has received the details or at least hereafter the link to consult such details ([www.ethias.be](http://www.ethias.be) – [www.baliebrussel.be](http://www.baliebrussel.be)). The client accepts the conditions and limits of this insurance in case of professional errors committed by the law firm and voids any further claim or potential liability that would not be covered under this insurance.

## Article 9

Any dispute, remark or contestation regarding the firm's performances and missions will only be accepted if such claim is sent to the firm by circumstanced and motivated registered letter within eight calendar days as from the date of invoice.

All later or other claims will be considered to be void and the performances and missions invoiced will irrevocably be considered to be accepted and to correspond with the client's instructions and the firm's obligations.

In the event of a continuing disagreement between the firm and the client regarding the fees, invoices or the performances and execution of missions, the parties agree that the courts of Brussels or the ones of the client's residence or registered office will be competent, at the firm's sole discretion, and that at all times Belgian law will be applied, notwithstanding the prior competence granted to the President of the Brussels Bar Association by the applicable deontological regulations.

## Article 10

In application of specific laws and regulations, e.g. the ones relating to the prevention of the use of the financial system for money laundering, which has been declared partially applicable to lawyers, the client agrees that the firm:

- Takes and preserves a copy of the identity document of the client (identity card, international passport or driver's license) if the latter is a physical person, or of the memorandum of association (UK), the corporate charter (US) or the company statutes (EU), as well as of the last known appointment of managers or administrators, if the client is a moral entity,
- hands over this information, if required to do so by a competent authority and if deontological regulations permit, to the Belgian Financial Processing Unit or to another therefore competent authority,
- Obtains from the client all required information in order to identify the ultimate beneficial owners (UBO) of any legal structure or entity to be constituted or implicated in an existing structure or organization and such in order to comply with UBO reporting obligations and standards,
- Obtains from the client all required information in order to complete the firm's "KYC" ("know your client" forms) in relation to mandatory or advised compliance regulations
- Can use the personal data of the client and his business for the firm's internal administrative and organization processes, inclusion in the firm's databases and IT-process included, and waves all eventual rights and claims under privacy and data treatment regulations within this context when possible, notwithstanding the client's rights to consult and modify his personal data and information under the provisions and conditions of the applicable laws,
- Authorizes the law firm to use such personal data for the firm's marketing and publicity purposes, respecting however professional discretion and confidentiality at all times, and to receive on a regular bases emails, social media messages (Facebook, Instagram, Twitter, LinkedIn, website, etc.), physical or electronical newsletters, event, seminar and training invitations etc., based on the use of the firm's professional databases. The client declares to be fully informed about his rights in this matter under the provisions of the applicable European and national laws on privacy and the protection of personal data in electronic communication as well as the rules applicable in relation to general data protection (GDPR). The client declares that the firm has full complied with its obligations under the applicable provisions of said laws.

The client accepts that the firm can refuse a case or mission after full information disclosure by the client, or can suspend its activities and assignments until full receipt of the above mentioned documents and information, and such without any further liability towards the client.

The client expressly declares that the firm has asked him whether the services required of the firm or the cases entrusted or to be entrusted, are, to any extent and even the slightest, related directly or indirectly to criminal or unlawful activities, money laundering or organization of other assets of illegal origin in the widest possible sense of the term, or to the financing of terrorism, as provided for by the aforementioned laws. The client expressly denies the existence of such facts or circumstances, to the best of his knowledge or belief and he will inform the law firm immediately if in the future any fact or circumstance arises that would or could suggest otherwise.

The client has been informed and agrees that the law firm, insofar as the aforementioned legal requirements are not complied with, will not and may not intervene in the case or mission concerned and is obliged, without further communication to the client, to provide the competent authorities with the information concerned so that the action required by law may be taken.

All of the foregoing applies only to clients, activities and practices expressly covered by the law and subject to legal exceptions. This is particularly the case if the law firm has been consulted in a tax case or in a case directly related to the foregoing contexts. In all these cases, the legal and deontological rules client confidentiality and professional secrecy apply and the law firm will not be entitled to disclose.

The client declares that, insofar as he has consulted the law firm in the context of a tax or financial case or mission under Belgian or international law and in which he has, *inter alia*, but without being exhaustive, asked the law firm for advice on incorporation, amendment of the articles of association, merger, liquidation or contribution, capital increase, sale or purchase of shares and in general any act of fact or law relating to the incorporation, existence and termination of a legal entity governed by Belgian or foreign law, including the (para)tax implications of such operations for the client and the structures concerned:

- a. The firm's mission does not consist in the organization of legal constructions or in the undertaking of any act of fact or law with a view to avoiding or reducing the tax normally due, or in aiding or assisting in such operations. He confirms that the law firm has not taken any initiative in this regard and has stated that he always wishes to refrain from such activities or interventions. The mission of the law firm is limited to the advisory activity and the final decision is taken only by the client himself,
- b. He provided the law firm with all information, files and documentation that he was supposed to transmit so that the firm could form a complete and real view of the client and his affairs, *inter alia* in connection with the acceptance, continuation or refusal of the client's affairs, without any liability on the part of the law firm in the event of partial or incorrect information,
- c. The facts, documents and deeds of law which are communicated to the law firm in the course of his advisory mission, have always and without exception suffered their normally due tax as well as all the other legal consequences envisaged by this deed, at least they will suffer their taxes and consequences following the measures taken or definitively planned by the client.

## Article 11

The firm's interventions and services, and all that results from them in terms of documents, texts, agreements, articles, publications, structures, organization and structural plans and ideas, are the exclusive intellectual property of the firm and, even if the client and its organization had contributed to their realization, it is expressly agreed that the client may not exercise any rights in this regard and that, where applicable, he irrevocably waives his claims, rights or demands in this regard to the firm.

The client will therefore not be allowed to use such documents, texts, agreements, structures, publications, articles and structural plans and ideas outside the context of the mission or case entrusted to the firm, nor to communicate them to third parties, whether in modified or unmodified form, nor to reproduce, use or modify them for other cases or situations in which the firm is not involved, whether or not by referring to the firm's references in this matter. The firm shall be entitled to the charging of its fees and expenses if the client reuses, within the meaning of this article, the firm's services and interventions, as well as the results thereof.

By signing this agreement, the client confirms that he has been fully informed of the various alternative dispute resolution methods that exist in order to solve his current or future cases.

Signed in Brussels, Belgium, on the aforementioned date.

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Vanbelle Law BV

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*(signature of the client)*