

## **LEGAL INFORMATION AND GENERAL TERMS AND CONDITIONS OF SERVICES**

### **1. Legal information.**

BXL.LEGAL and DATAPROTECTIONOFFICER.LEGAL are the brands of the bvba KOENRAAD FLAMANT (hereafter referred to as “We” or “Our/Us”), with Koenraad FLAMANT as statutory Business owner.

KOENRAAD FLAMANT bvba (a limited liability company incorporated under Belgian law)  
VAT BE 0429.021.991, Business Register of the Commercial Court of Leuven  
Registered office: Stationstraat 58, 3070 KORTENBERG, België

Tel.: +32 (0)485 13 13 77

[kflamant@bxllegal.be](mailto:kflamant@bxllegal.be) / [dpo@dataprotectionofficer.legal](mailto:dpo@dataprotectionofficer.legal)

### **2. Services.**

Our services consist mainly of advice and recommendations for Our clients (hereafter referred to as “Client” or “Clients”, if there’s more than one client). We also sell accessory goods (IT, licenses on software, ...). Nevertheless, the final decisions as towards the application of Our advices and recommendation belongs to the Client.

We rely in connection to Our services on all information of facts and documents, as provided by the Client and on all decisions and approvals of the Client.

Our obligations shall irrefutably be deemed to be performed at Our registered office.

### **3. Fees and expenses.**

Unless expressly agreed otherwise, Our services shall be invoiced based on the time spent. Applicable hourly rates shall reflect the seniority of the staff member concerned, their degree of experience, the stake and/or the urgency of Our work to be undertaken.

Unless expressly agreed otherwise, we charge the following hourly rates for the services of:

- the business owner Koenraad Flamant: € 225 (€ 300 for urgent interventions and weekend work and also or fiscal cases)
- a junior associate (- 5 year experience): € 110.
- These rates will apply for 2018 and we reserve the right to review and adjust them on yearly basis. The terms We and Us refer hence also clearly to the intervention of our employees and subcontractors.

We charge an additional surcharge 7% on the services intended to cover Our general secretarial expenses, unless expressly agreed otherwise.

Specific file related costs, as well as out-of-pocket expenses (such as costs of express delivery services, translation costs, travel and accommodation expenses etc...) shall be charged to the Client at cost price.

Our Services are issued monthly, and Our invoices of the Firm shall be payable in EURO's. We are nevertheless entitled to ask for retainer fees, and/or to issue invoices at different intervals, based on the amount involved or other relevant parameters.

Our invoices are subject to the applicable tax laws and increased with all taxes. At this stage VAT shall be applied to the invoices issued by the Firm, when necessary.

#### **4. Payments of Our invoices.**

Our invoices shall be payable at the latest 15 calendar days from the invoice date, in our registered office or into our bank account. All banking and transaction costs, if applicable, shall be borne exclusively at the Client's expense.

Failure to pay within this timeframe shall give rise, by operation of law and without a default notice being required, to an interest payable on arrears at a rate of 9% on yearly basis (0,75% on monthly basis) or when applicable the highest rate allowable by law, and also to a lump sum indemnity of 10% of the amount that remains unpaid, with a minimum amount of €50 and a maximum of € 5.000. The interests will be compounded monthly.

The Client shall verify Our invoices immediately upon receipt. To be valid, protests, regardless of form, need to be formulated within 8 calendar days, failing which Our invoices shall irrefutably be deemed accepted by the Client. A complaint shall not suspend any payment obligation of the Client, except in case of fraud or bad.

We shall be entitled to suspend or end (further) performance of Our Services, without prejudice to Our other rights and remedies, until full payment of all arrears invoices, the interests and the lump sum.

#### **5. Liability and limitation.**

We accept Our obligation to execute Our services and delivery of goods in accordance with best practices, considering the relevant statutory regulations. Obviously, we don't enter into an obligation of result, but that we only enter into a best-efforts undertaking.

The Client will be liable for its staff and agents, the accuracy and the completeness of all data and information supplied to Us for the purpose of Our services.

Our liability will be limited to the aggregate amount in excess of the fees paid by the Client to Us during the last 6 months, except cases of bad faith or fraud.

The liability of AFFINIUS.LEGAL, is limited to the amount of the coverage provided for under the professional liability insurance policy concluded by the Order of Flemish Bar Associations.

In all cases, hence also in case of fraud and bad faith, Our liability is limited to the amount of the coverage provided for under Our professional liability insurance policy.

Should no coverage be available under the abovementioned insurance policy, Our liability will be limited to a maximum amount of € 15.000 per incident, irrespective the number of damaged Clients.

We will, under no circumstances, be liable for indirect or consequential damages.

We are not liable for losses or damages incurred by a Client because of third parties having gained access, despite Our reasonable precautionary measures or those of Our IT supplier.

The Client shall indemnify and hold Us harmless from all claims, liabilities (contract and tort), and expenses relating to this engagement, of third parties, without exceptions and with a waiver of subrogation.

These limitation on liability and indemnification provisions shall always, without exception, apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise.

#### **6. Limitation on Actions pursuant to Our services.**

Any claim, regardless of form, arising under or relating to Our services, must be brought, by the client or by Us, before the competent court without delay, no later than 6 months from the moment the event that gives or could give rise to the loss or damage is discovered or could reasonably have been discovered and no later than 1 year for action in payments or overdue invoices or in refund of the payments. By the limitation period any claim and action will have expired (and hence be inadmissible), should the be presented after the expiration.

#### **7. Force majeure.**

We shall not be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, (i) acts or omissions or the failure to cooperate pursuant to this Agreement by the Client (including, without limitation, entities or individuals under its control, or any of their respective officers, directors, employees, other personnel and agents), (ii) acts or omissions or the failure to cooperate by any third party, (iii) fire or other casualty, (iv) act of God, (v) strike or labor dispute, war or other violence, (vi) or any law, order or requirement of any governmental agency or authority.

#### **8. Lawyer-client privilege and confidentiality.**

To the extent that we, in connection with ur services, come into possession of any proprietary or confidential information of the Client, we will not disclose such information to any third party without the Company's consent, except (a) as may be required by law, regulation, judicial or administrative process, or in accordance with applicable professional standards, or in connection with litigation pertaining hereto, or (b) to the extent such information shall have otherwise become publicly.

The client accepts that We are entitled to use him for reference.

#### **9. Impact.**

These terms are and remain fully applicable and shall survive the expiration or termination of this engagement.

Should one or more provisions (or parts of provisions) of the present General Terms be found null or unenforceable, this shall not affect the validity and enforceability of the other (parts of) provisions, which remain in full force. Invalid or unenforceable (parts of) provisions shall be replaced by valid and enforceable provisions that reflect as closely as possible the initial intention.

#### **10. Privacy and GDPR.**

We provide, as an independent legal and/or GDPR specialist and/or ICT-consultant, legal and/or IT advice, upon request and initiative of the Client. Hence Our client isn't the only controller of the personal data, which he shares with Us, enabling us to perform our contractual and legal obligations. We are not a processor, but we become a separate controller of the shared and our own personal data. For further details see Our **Data Sharing Agreement**.

We try to collect the least possible data about you, Our Clients or third parties. Nonetheless this is sometimes required. We always treat your data carefully and we are doing all we can to maintain your privacy. For further details see Our Privacy Policy.

#### **11. Customer satisfaction and complaints.**

We are proud of Our services and consider customer satisfaction very important. Should you not be satisfied with Our services, we kindly ask you to contact us. Should the abovementioned consultation not lead to a solution that is satisfactory to the Client, We shall always propose a mediation by an unbiased mediator, at Our expense.

#### **12. Applicable law and Jurisdiction**

These terms and Our services exclusively governed and interpreted by Belgian law.

Any dispute in connection with the performance of Our services, Tort included, shall be submitted to the exclusive jurisdiction of the courts of Leuven (3000 LEUVEN), Belgium, as is the recovery of Our invoices against the Client.