



## GENERAL CONDITIONS BLOOMTAX B.V.

The terms and conditions set out below apply to all matters that we will handle for you.

### 1. Definitions

Unless the context otherwise requires:

**DAC6** means the Mandatory Disclosure Directive (Council Directive (EU) 2018/822) and any national laws and regulations that implement DAC6;

**Data Protection Legislation** means EC Data Protection Directive (Directive 95/46/EC and GDPR (EU) 2016/679), all legislation implementing that Directive and all other laws and regulations enacted anywhere in the world relating to or impacting on the processing of personal data and privacy;

**Personal Data** means all personal data (as that term is defined in relevant Data Protection Legislation) provided to us pursuant to our engagement by you; and

we, us and our refer to BloomTax B.V. and its partners and employees providing services on a particular matter; and you, yourself and your refer to the person, persons, entity or entities receiving those services.

### 2. Application and interpretation

- 2.1. These terms will apply to our work for you except to the extent that we agree, or have agreed, different terms with you.
- 2.2. Nothing in these terms will apply to the extent that its application would result in a breach of applicable law or regulations.
- 2.3. Each provision of these terms will be enforceable independently of each of the others and the validity of each provision will not be affected if any of the others is invalid.

### 3. Your relationship with BloomTax B.V.

- 3.1. You will instruct us in principle on a matter by matter rather than a permanent basis, unless the characteristics of the matter dictate otherwise. Particularly tax compliance services are in principle instructed on an ongoing basis.
- 3.2. We will not be responsible for advising you on non-legal matters (including, without limitation, business, commercial, financial, technical, insurance, accounting, broking, actuarial, environmental or information technology matters), and you will be responsible for deciding whether documents or advice prepared or reviewed by us meet your commercial objectives. We will not be responsible for the accuracy of any computer model's algorithms or for any formulae in the documentation.
- 3.3. We will advise you based on our interpretation of the relevant legislation, case law and practice at the time the advice is given. Unless we have expressly agreed to the contrary, we will not be responsible for updating our advice, even if the relevant law and practice changes thereby affecting our conclusions and even if you remain a current client in relation to any or all matters.
- 3.4. We reserve the right not to send any of our Partners, staff or consultants to any location where we believe there is a risk to their personal safety.



#### **4. Fees and Invoicing**

- 4.1. Our practice is to bill you monthly unless the nature of the matter makes this inappropriate. Our invoices are payable within 21 days of delivery, failing which we may exercise our right to stop acting under clause 13, or charge legal interest ex Article 6: 119a of the Dutch Civil Code (except to the extent that you have raised an unresolved bona fide query), or both. You will also remain liable to pay our fees even if a third party agrees to pay them.
- 4.2. If you receive from us a fee quote in a particular currency for a matter which will involve work from more than one jurisdiction, we reserve the right to revise this quote should there be major exchange rate movement between the date on which the quote was given and the date of the relevant invoice.
- 4.3. In the event that an amount is invoiced exclusive of any value added or other sales tax, but the relevant tax authority deems that value added or other sales tax is owing on that amount, you will remain liable to pay us an amount equivalent to such value added or other sales tax (including any interest for late payment thereon), which payment shall be made within 21 days of us notifying you to this effect.

#### **5. Taxes and exchange controls**

- 5.1. Our fees are payable free of any withholding or deduction in respect of any taxes or duties. If you are required by law to withhold or deduct tax and such withholding or deduction is not reduced or removed, we shall be entitled to increase the amount of our invoice so that after any withholding or deduction we receive and retain a net sum equal to the amount of the fees you owe us.
- 5.2. If your payment of our fees or our receipt of such payment is subject to exchange or other similar control, you will use your best endeavors to obtain (or where appropriate help us to obtain) the necessary consents as soon as possible after you receive an invoice from us and then ensure that we receive prompt payment in accordance with such consents. If exchange control approval has not been obtained within six months from the date of our invoice then, if so lawfully requested by us at any time thereafter, you will pay into an account designated by us the amount in local currency equivalent to the amount outstanding (converted at the date of our request).

#### **6. Documents and document storage**

- 6.1. We will retain copyright in all documents we draft and produce in relation to any matter (and, subject to our duties of confidentiality to you, may therefore use the intellectual property rights in the documents as the basis for advising on other matters) but you will have an unlimited license to use those documents for your own purposes.
- 6.2. In some circumstances, in particular, if you have not paid all of our invoices, we may have the right to keep documents that belong to you even if you ask us to return or destroy them.
- 6.3. We may destroy documents relating to a matter when we consider that we do not need to keep them, failing which we reserve the right to charge for our storage costs. Subject to clause 6.2 and to applicable laws, regulations or duties, we will also destroy documents before this time if you instruct us to do so. However we reserve the right to keep documents belonging to us, and cannot guarantee that we can erase all electronic documents (including those on back-up tape).




## **7. Limitations of liability**

- 7.1. All instructions issued by you will be exclusively accepted and performed by BloomTax B.V. (save to the extent that we instruct other law firms on your behalf). You agree not to hold individual Partners or members of staff of BloomTax B.V. liable for or in connection with any matter; these Partners or members of staff may invoke these terms and conditions if necessary. In so far as articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code could undermine the foregoing, the application of these articles is explicitly excluded.
- 7.2. Any liability of us shall be limited to the amount paid out in such cases under our professional liability insurance(s), increased by the applicable policy excess payable by us. If we are liable for damages to persons or property, such liability shall be limited to the amount paid out in such cases under our general corporate liability insurance(s), increased by the applicable policy excess payable by us. If, for whatever reason, the insurer makes no payment under the insurance policies referred to in this clause 7.2, our aggregate liability shall be limited to three times the total professional fees (excluding VAT and disbursements) invoiced by us and paid by you in relation to the matter giving rise to our liability.
- 7.3. You undertake to indemnify and hold us harmless against claims by third parties (including costs we incur in this regard) that relate in any way to the services rendered to you, unless these claims arise from gross negligence or wilful intent on our part.
- 7.4. Without prejudice to your right to bring a claim against BloomTax B.V., you agree, to the extent such agreement is enforceable under applicable laws and regulation, that there is no assumption of a personal duty of care by, and you will not bring any claim against, any Partner or employee or lawyer of, or consultant to BloomTax B.V.
- 7.5. If we and any other Person (as defined below) are both liable to you in respect of the same damage, or another Person and/or you have caused or contributed to that damage, our liability to you will be limited to such amount as is just and equitable, having regard to the extent to which we, that Person and/or you are liable for, or have otherwise caused or contributed to, that damage. Any limitation, exclusion, restriction or settlement (however arising) including inability to pay or insolvency, affecting the possibility of recovering compensation from any Person, will be ignored in determining whether and to what extent that Person is liable or responsible for that damage and the amount of our liability. For this purpose, Person means any body corporate, individual or other person, including any director or employee of BloomTax B.V., any person associated with BloomTax B.V. and any person providing finance or services to BloomTax B.V., including other professionals.
- 7.6. Our services are for your benefit and may not be used or relied upon by anyone else without our prior written consent. Nor can we accept liability for the acts or omissions of any third party we may instruct on your behalf or for the default of any financial institution with which we deposit money on your behalf.

## **8. Electronic communications and data protection**

- 8.1. We may communicate with you electronically. You accept the risks involved in such communication, except in the case of our gross negligence or wilful default. We may also monitor communications in order to establish facts, to determine that communications using our systems are relevant to our business, to comply with applicable laws or regulations, or to develop and manage our relationship with you.
- 8.2. You warrant and undertake to us that all Personal Data disclosed to us has been obtained and processed by you or on your behalf, and will be disclosed to us, in compliance with all relevant Data Protection Legislation, and you will not do or omit to do anything in effecting this disclosure or otherwise that would cause us to be in breach of any relevant Data



Protection Legislation (to the extent applicable to us).

- 8.3. You agree that we may transfer Personal Data to our service providers, including to jurisdictions outside the European Economic Area. If you are not the data subject, you will procure the consent of the data subject(s) to such transfer or take such other steps as are necessary to ensure that such transfer complies with all the relevant Data Protection Legislation.

## **9. Conflicts/relationships with other clients**

- 9.1. We will establish whether we are able to act for you by reference to the legal and professional rules affecting BloomTax B.V. In particular:
- i. we may act for another client on any matter in which you may have an interest, including matters where that client's interests are adverse to yours, provided that the applicable laws permit this; and
  - ii. we may also act for another client on any matter where such client, for you, is a market competitor.
- 9.2. We may have to stop acting for you if there is a conflict between our duties to you and to other clients, or between our interests and your interests; similarly, we may have to stop acting for another client if there is a conflict between our duties to you and that client. As it is difficult for us to anticipate all situations which you might perceive to involve such a conflict, please notify us promptly if you consider there may be a potential conflict.
- 9.3. We will consider you as a current client for conflict purposes where we are retained on at least one current matter for you. For these purposes, "current matter" shall not include a matter in respect of which a final invoice has been submitted nor a matter that is no longer active.
- 9.4. Subject to our compliance with applicable law and the professional rules which regulate our conduct as lawyers, we should not be prevented or restricted by virtue of our relationship with you from advising other clients, including clients whose interests may be adverse to your own and companies that you might wish to acquire.

## **10. Confidentiality**

- 10.1. We will treat any information obtained from you that is not in the public domain as confidential. However, we may sometimes have to disclose information to regulatory authorities or under rules of law or professional conduct. If so, we would (where permissible and practicable) inform you of the request or requirement to disclose.
- 10.2. We will assume that information that you give, or is given by a third party on your behalf, to us and which is subject to confidentiality obligations owed to a third party has not been given in breach of such obligations.
- 10.3. We will not be prevented from acting for another client (including a client with interests adverse to yours) on a matter where we hold information that would be relevant but in respect of which we owe a duty of confidentiality to you, provided that we put in place appropriate safeguards to protect such information.
- 10.4. We will not use information which is confidential to you for the advantage of, or, subject to sub clause 10.1, disclose such information to, any third party. In the same way, you acknowledge that we will not use confidential information obtained from any other party for your advantage or disclose such information to you, even if it is relevant to a matter.

- 10.5. We may sometimes outsource support services such as word processing, translation, photocopying and document reviews, on the basis that our suppliers have agreed or will agree to keep any information they receive from us confidential and process any Personal Data in accordance with our instructions only and in compliance with all relevant Data Protection Legislation. Some of these suppliers may be based outside the European Economic Area. By confirming your agreement to these terms, or by giving us further instructions or by continuing with existing instructions, you consent to such outsourcing. We may also discuss your affairs with your other advisers on a matter.

### **11. Engaging services of third parties**

In the context of any matter, we may be required to retain counsel in other jurisdictions or to seek the advice of other outside advisers, experts, etc. Such third parties or individuals will always be carefully chosen and, where possible, in consultation with you. You will permit us to agree on your behalf to any limitation of liability applied by such third parties. We are not liable for the acts or omissions of any third party we may instruct on your behalf or for the default of any financial institution with whom we deposit money on your behalf.

### **12. Instructions**


- 12.1. You will ensure that we are supplied, and will instruct your other advisers involved in any matter to supply us, with all information in your and their possession that we require in order to enable us to perform the terms of our engagement and any matter, or that is material to our engagement and any matter.
- 12.2. Unless you have expressly asked us to do so, we will not seek to verify or check any information provided to us by you, or by others on your behalf, and you agree that we shall be entitled to rely on such information when performing our services under this engagement and any matter.

### **13. Termination**

- 13.1. Our engagement for a matter will terminate upon delivery of our final invoice. Otherwise, and to the extent such agreement is enforceable under applicable laws and regulation:
- a) you may at any time upon reasonable notice terminate our engagement on any or all matters by written notice;
  - b) we may terminate our engagement on any or all matters by written notice if we have good reason (such as delay in payment of our fees) and upon reasonable notice; and in either case,
  - c) you will pay our fees and costs up to the time of termination.

### **14. Governing law and dispute resolution**

- 14.1. Our engagement for a matter, and any contractual or non-contractual obligations arising out of or in connection with our engagement, are governed by and shall be construed in accordance with the laws of the Netherlands.
- 14.2. All disputes as a result of the formation and/or the execution of the services of BloomTax, including any disputes regarding invoices, shall be resolved pursuant to the Regulations of the Disputes Committee for the Legal Profession ("*Reglement Geschillencommissie Advocatuur*"), without prejudice to the authority of BloomTax to apply to the ordinary court if the client has not submitted the dispute to the Disputes Committee within one month after payment has been demanded in writing. If the dispute concerns instructions from a private client, the Regulations provide for a binding opinion, unless the client applies to the ordinary court within one month after the complaint has been handled by BloomTax. In this event, a binding opinion only exists if the client pays the outstanding amount in escrow under the



Dispute Commission. In the event a debt is to be collected from a business client, the Regulations provide for arbitration. The Regulations of the Disputes Committee for the Legal Profession shall be provided on request.

- 14.3. We and you irrevocably agree that the courts of Amsterdam, the Netherlands, are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with our engagement for a matter (including any dispute as to the validity of any agreement pertaining to our engagement) and that accordingly, any proceedings arising out of or on connection with our engagement for a matter shall be brought in such courts.

### **15. Anti-money laundering laws**

Under anti-money laundering laws, we may need formal evidence of your identity before we can act and may also conduct checks using external electronic databases for this purpose. If we are unable to obtain evidence of your identity or you do not provide such evidence we may be unable to act or have to stop acting. We must also report suspicions of money laundering activity to our Money Laundering Reporting Officer or to the relevant external authorities, or both. We may have to stop work on a matter and may not be allowed to tell you if we make such a report. We will not be liable to you for the consequences of any such report made in good faith.

### **16. Mandatory Disclosure**

- 16.1. Pursuant to DAC6, you may be obliged to disclose aggressive tax planning arrangements with a cross-border dimension with the competent authorities. A cross-border arrangement means a tax arrangement which involves participants established in various EU member states and which arrangement may have been developed for the purpose of tax avoidance. Disclosure is required when cross-border arrangements contain at least one of the so-called hallmarks set out in Annex IV of DAC6 (which means that the arrangement contains characteristics or features that present an indication of a potential risk of tax avoidance). The disclosure regime applies to all taxes, with the exception of value added tax, custom duties, excise duties and compulsory social security contributions.
- 16.2. In case of mandatory disclosure as set out in clause 16.1, upon your instruction BloomTax will disclose (i) all data related to the identity of the relevant taxpayer(s), the identity of the persons associated with such taxpayer(s) and the EU member states where such taxpayers are established; (ii) a summary of the cross-border arrangement; (iii) the relevant hallmarks of the cross-border arrangement; (iv) the value of cross-border arrangement; (v) the date of implementation of the cross-border arrangement (i.e.: the date on which the first step of the implementation has been or will be taken); and (vi) the relevant EU member states (i.e. the EU member states which will most likely be affected by the cross-border arrangement).
- 16.3. In view of the obligations as set out in clauses 16.1 up to and including 16.2, the you must provide all documents and information upon first request of BloomTax.

### **17. Third party rights**

These terms and our engagement by you on any matter creates rights and obligations only between you and us and no other person may rely on advice which we give to you and no such other person is intended to be protected by our obligations and services to you or may enforce any term of our engagement by virtue of any applicable law.

### **18. Severability**

The provisions of this agreement shall be severable in the event that any of the provisions of this agreement is held by a court or tribunal of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

