

**Clause 1 - Definitions**

- 1.1 For the interpretation of these Special Conditions regarding Finance & Accountancy and Legal & Fiscal, the following definitions apply.
- 1° **Special Conditions regarding Finance & Accountancy and Legal & Fiscal:** these special conditions applicable to the Services.
  - 2° **Services:** The services regarding accounting, taxation, legal, and financial advice that the Service Provider will provide to the Client, as described in the Engagement Letter signed by the Client, to which these terms apply.
  - 3° **External Partner(s):** third parties, specifically producers or suppliers of Software purchased by the Client through the Service Provider;
  - 4° **ITAA:** the Institute for Tax Advisors & Accountants, established by article 61 of the Act of 17 March 2019 concerning the professions of accountant and tax advisor, located at Koning Albert II-laan 19, 1120 Brussels, CBE no. 737.810.605.
  - 5° **Licence:** the non-exclusive, non-transferable and non-sublicensable user licence to the Software granted to the Client, if provided for in the Engagement Letter.
  - 6° **End User Licence:** the user licence of the **Software** of the Service Provider or its External Partners licensed to the Client, specifying the rights and restrictions applicable to and describing the use of the Software by the end user.
  - 7° **Software:** the software for which a Licence is granted to the Client in the context of the Services, if provided for in the Engagement Letter.
- 1.2 The definitions as described in the General Terms and Conditions also apply to these Special Conditions regarding Finance & Accountancy and Legal & Fiscal. In case of contradictions, the definitions as set out above in Clause 1.1 of the Special Conditions regarding Finance & Accountancy and Legal & Fiscal prevail.

**Clause 2 - Subject-matter**

- 2.1 These Special Conditions regarding Finance & Accountancy and Legal & Fiscal contain the general provisions and conditions that apply solely to the provision of Services regarding accounting, taxation, legal, and financial advice to the Client by the Service Provider. The specific scope of the Services is described in the Engagement Letter.

**Clause 3 - Performance****3.1 Services regarding accounting and taxation**

- 3.1.1. The Service Provider performs the entrusted assignments with the required care in complete independence, pursuant to an obligation of means.
- 3.1.2. The Service Provider ensures that the Services provided are delivered according to the ethical and other professional standards of the ITAA, taking into account the relevant legislation and regulations in force at the time of the execution of the agreement. The Service Provider can in no case be held liable for the consequences of possible later changes – possibly with retroactive effect – to these legal and regulatory provisions.
- 3.1.3. The Service Provider is also not responsible for the consequences of any shortcomings, errors, or violations that may have been committed before its intervention. The performance of the assignment is not specifically aimed at discovering any fraud - unless agreed otherwise.
- 3.1.4. Unless otherwise agreed, the Service Provider is not obliged to verify the accuracy and completeness of the information provided by the Client or its appointee(s) nor the reliability of the deeds, contracts, inventories, invoices, and evidence of all kinds entrusted to or presented to the Service Provider as probative documents or as documents that should serve as such. The Service Provider may be assisted by employees or experts of its choice.
- 3.1.5. In accordance with article 44 of the Act of 17 March 2019 concerning the professions of accountant and tax advisor, the Service Provider has insured its civil professional liability with a policy approved by the Board of the Institute for Tax Advisors & Accountants (ITAA).
- 3.1.6. The Service Provider, as well as its authorised representative(s) or appointee(s), are bound by professional confidentiality, in accordance with article 120 of the Act of 17 March 2019 concerning the professions of accountant and tax advisor, subject to

the application of the provisions of the legislation and regulations for the prevention of the use of the financial system for money laundering and the financing of terrorism.

## **3.2 Services regarding legal and financial advice**

- 3.2.1. The Services regarding legal and financial advice include advice and recommendations based on the information and documentation provided by the Client. The Client is therefore obliged to provide the Service Provider with complete, accurate information in a timely manner.
- 3.2.2. The Service Provider may engage subcontractors for these Services, which it may appoint at its discretion.
- 3.2.3. Since the Service Provider only provides assistance and support for the performance of the Services regarding legal and financial advice, the responsibility lies with the Client. The Services can under no circumstances be perceived or qualified as policy decisions by the Service Provider. The Client is solely responsible for the description of the assignment, the implementation of the advice or recommendations, having these Services performed, and the absence of incorrect, missing, or conflicting information/instructions.
- 3.2.4. It is the Client's responsibility to develop, undertake, or select the necessary actions in the implementation plan in a timely manner, or to guide the Client's employees (for example, supervise, monitor) in executing the actions for implementing recommendations or advice arising from the Services.
- 3.2.5. Only the Client shall be liable for:
- making decisions based on the advice and recommendations resulting from these Services;
  - interpreting and evaluating the results of these Services;
  - the data/information on which these Services are based, and;
  - accepting responsibility for the results of these Services.
- 3.2.6. The Client is granted only a limited, non-exclusive, non-transferable, and non-sublicensable right to use the results of the Services regarding legal and financial advice performed by the Service Provider, the associated documentation, and the Confidential Information, from the moment and subject to full payment of all invoices, as well as all other amounts owed by the Client to the Service Provider.

## **Clause 4 - Rights and obligations of the Client**

- 4.1 The Client undertakes to, during the performance of the Agreement:
- provide the Service Provider with all documents, data, and information necessary for the performance of the assignment in a timely manner. The Client is responsible for the accuracy, timeliness, completeness, and reliability of the information provided by or on behalf of the Client;
  - perform the tasks that may be assigned to them based on the Engagement Letter;
  - inform the Service Provider of any data, event, or development that could influence the performance of the Agreement;
  - confirm in writing, if requested by the Service Provider, that the provided documents, information, and explanations are accurate and complete;
  - check whether the documents and statements provided by the Service Provider correspond to its expectations and the information provided by them and, if this is not the case, to inform them of this without delay.

## **Clause 5 – Licence**

### **5.1 Terms of the Licence**

- 5.1.1 The Client who has accepted a Licence in the Engagement Letter is only permitted to use the Software in the context of its commercial activities. Any other use as described in these Special Conditions regarding Finance & Accountancy and Legal & Fiscal or in the Engagement Letter is expressly prohibited.
- 5.1.2 The terms and conditions regarding intellectual property rights and the right of use as described in the End User Licence of the External Partners apply in full to the Software of External Partners. By using the Software of the External Partner(s) in whole or in part, the Client agrees to the End User Licence of the External Partner(s), which also applies to the contractual

relationship between the Service Provider and the Client. The Client warrants that the users it has designated will respect the terms of the End User Licence.

- 5.1.3 The Licence has a fixed duration of one (1) year from the signing of the Engagement Letter. Unless a termination is sent by the Client by written notice (including email) one (1) month before the expiration date of this Licence term, the Licence will be tacitly renewed on its expiration date for successive terms of one (1) year each.
- 5.1.4 The Client is also entitled to terminate the Licence early at any time during the Licence period, in deviation from Clause 5.1.3 of these Special Conditions regarding Finance & Accountancy and Legal & Fiscal, in which case the Client owes the Service Provider, in addition to the expired and unpaid sums under the Licence, a termination fee amounting to 95% of all monthly licence fees still due, without prejudice to the Service Provider's right to claim any damage or loss suffered. This termination fee applies cumulatively with the fee owed by the Client under the Service Provider's General Terms and Conditions.
- 5.1.5 Unless otherwise agreed in writing or specified in the Engagement Letter, the monthly licence fee is set in the Engagement Letter. The price and payment terms as provided for in Clause 10 of the General Terms and Conditions remain fully applicable to the monthly licence fee.
- 5.1.6 All intellectual property rights in the Software shall belong exclusively to the Service Provider or its External Partner(s). Under no circumstances can these Special Conditions regarding Finance & Accountancy and Legal & Fiscal be interpreted as a transfer of intellectual property rights from the Service Provider or its External Partners to the Client.
- 5.1.7 The Service Provider is entitled to terminate the Licence, and at the option of the Service Provider by extension also the Agreement, in accordance with the terms of Clause 20 of The General Terms and Conditions in the event of a breach of Clause 5.2.2 of these Special Conditions regarding Finance & Accountancy and Legal & Fiscal by the Client, whereby the Client, despite a prior notice of default with a grace period of fifteen (15) calendar days, fails to fulfil its obligations under the aforementioned Clause 5.2.
- 5.1.8 The termination of the Agreement for reasons other than those mentioned in Clause 5.1.7 of these Special Conditions regarding Finance & Accountancy and Legal & Fiscal shall also result in the termination of the Licence.
- 5.1.9 In the event of termination of the Licence in accordance with Clause 5.1.7 or 5.1.8 of these Special Conditions regarding Finance & Accountancy and Legal & Fiscal, the Service Provider is entitled, in addition to the expired and unpaid sums under the Licence, to compensation equal to 95% of all monthly licence fees still due, without prejudice to the Service Provider's right to claim higher damages suffered. This compensation applies cumulatively with the compensation owed by the Client under the Service Provider's General Terms and Conditions.

## **5.2 Use of the Software**

- 5.2.1 The Client undertakes to use the Software in a normal manner and with due care during the entire term of the Licence. The Client therefore undertakes to closely follow all instructions contained in the documentation that the Service Provider may provide.
- 5.2.2 The Client may only use the Software for lawful use and within the context of its commercial activities. The Client shall not perform, omit, or tolerate any actions that it knows or should reasonably know would lead to criminal, excessive, and unlawful use of the Software. The Client undertakes in particular to comply with the following commitments:
- Not to use the Software in any way for purposes outside its commercial activity;
  - not to infringe in any way on the intellectual property rights of the External Partner or third parties;
  - not to distribute (computer) viruses or other files that may damage the operation of the Software;
  - not to misuse access code(s) or to breach security measures (or attempt to do so) related to or using the Software, and;
  - not to commit any criminal offence under any legal provision by using the Software.
- 5.2.3 The Client undertakes not to allow third parties to use the access code and password for the Software. The Client is liable for all damage or loss resulting from improper use of the access code and password.
- 5.2.4 The Client undertakes to comply with all applicable laws and regulations that apply to the Software from time to time and not to use the Software in a manner that is contrary to public order and common decency.
- 5.2.5 The Client undertakes that all its employees and appointees will comply with the obligations as specified in this Clause 5.2. Any breach by an employee or appointee of the above obligations is deemed to be a breach on the part of the Client. The Client shall indemnify the Service Provider for all claims resulting from the failure to comply with the obligations of this Clause 5.2 by an employee or appointee of the Client.

## **Clause 6 – Fees and costs**

- 6.1 The costs and fees related to the Services, as included in the Engagement Letter, are determined in accordance with the applicable legal and regulatory provisions that apply to the Service Provider.
- 6.2 The fee does not include VAT, publication costs at the National Bank of Belgium, the cost of the Licence, travel and representation costs, statutory books, administrative and secretarial costs, and other advanced costs.
- 6.3 The start-up or takeover of a file is accompanied by a file structure in accordance with legal and ethical requirements, as well as the creation of a digital file. For this start-up cost, a one-time administrative fee of 2 hours is charged, unless additional work is required.
- 6.4 In the event of termination of the Agreement between the Service Provider and the Client, a flat fee of at least 3 hours will be charged for the administrative handling and transfer of the file at the then applicable hourly rate, without prejudice to the Service Provider's right to charge for the actual services rendered and, if applicable, the termination fee in accordance with Clause 18 of the General Terms and Conditions.
- 6.5 The costs and fees are due as the work for the Client is performed, even if the assignment is not necessarily completed.

## **Clause 7 - Liability**

### **7.1 Limitation of liability**

- 7.1.1. The Service Provider ensures that the Services are delivered according to the ethical and other professional standards of the ITAA and taking into account the relevant legislation and regulations in force at the time of the execution of the agreement.
- 7.1.2. The Service Provider cannot be held liable for the consequences of any later changes – possibly with retroactive effect – to these legal and regulatory provisions.
- 7.1.3. The Service Provider cannot be held liable for professional errors and mistakes that may have been committed by anyone before the commencement of the Engagement Letter.
- 7.1.4. Unless otherwise agreed, the Service Provider cannot be held liable for any costs and charges (penalties and interest) of the Client due to the provision of late or incomplete, incorrect information/documentation by the Client or a third party.
- 7.1.5. Finally, the Service Provider can only be held liable under the general principles of law for assignments that are proven to have been accepted by it.
- 7.1.6. The Service Provider and the Client are also asked to provide each other, as much as possible in writing, with their objections, comments, recommendations, and advice.
- 7.1.7. The liability of the Service Provider is limited to the amounts covered by its professional insurance contract, except in the case of a fault committed with fraudulent intent or with the intention to harm or in the execution of special assignments reserved by law for statutory auditors and certified accountants.

### **7.2 Insurance of the Service Provider**

- 7.2.1. The Service Provider has insured its civil professional liability with an insurance agreement approved by the Board of the Institute for Tax Advisors & Accountants, which will be communicated to the Client upon written request.
- 7.2.2. The above-mentioned limitations of liability also apply to claims arising from the performance of the assignment against all persons, partners, executives, and independent employees, who are considered insured under the insurance agreement.
- 7.2.3. When two or more claims appear to result from the same error, they will be considered a single case of liability, and the liability will therefore be limited to the highest liability amount applicable to the assignments or agreements involved.
- 7.2.4. Unless otherwise provided by mandatory legal provision, damage resulting from (a) a loss of profit, goodwill, commercial opportunities, or expected cost savings or benefits, (b) a loss or misuse of data, or (c) indirect loss or consequential damage does not give rise to compensation.

### **7.3 Liability regarding the Licence**

- 7.3.1. Notwithstanding the provisions of Clause 16 of the General Terms and Conditions, the Service Provider cannot be held liable for any loss or damage resulting from consulting information, overviews, or reports obtained on or through the Software or caused by the use of the Software or the failure to comply with the terms of use as specified in these Special Conditions regarding Finance & Accountancy and Legal & Fiscal or the Engagement Letter or the End User Licence. (regardless of whether it concerns direct or indirect damage or loss).
- 7.3.2. The Service Provider is not liable for any direct or indirect damage or loss resulting from the loss of data or any other information, in any form, even if this loss occurs during an intervention or by one of the Service Provider's External Partners,

errors, or malfunctioning of the Software, due to changes, manipulations, adjustments, updates, repairs, etc., not performed by the Service Provider or damage caused by software or hardware provided by third parties or external suppliers;

- 7.3.3. The Client acknowledges and agrees that if the liability of the Service Provider's External Partner with regard to the end user, i.e., an appointee, auxiliary person, or employee of the Client, is limited or excluded in the End User Licence, this limitation of liability also applies, without prejudice, between the Client and the Service Provider.
- 7.3.4. In any case, the liability of the Service Provider regarding the Software is limited to the compensation received from the Client for the Licence, as indicated in Clause 5.1.5 of these Special Conditions regarding Finance & Accountancy and Legal & Fiscal, over the three (3) months preceding the month in which the event causing the damage or loss occurred.

#### **Clause 8 - Location of performance of the assignment and storage of documents**

- 8.1 The documents, books, and records may be moved. The Service Provider may keep them for the time necessary to perform its assignment(s). The Client always has the right to consult them, either personally or through appointee(s) or authorised representative(s) who possess a written power of attorney, provided that these documents, books, and records are the property of the Client.
- 8.2 It is the responsibility of the Client to retain the accounting documents and records for the legal and regulatory periods and to retrieve them as soon as the Service Provider informs the Client that they are available. The Service Provider undertakes to regularly make the accounting documents available to the Client. The Client cannot oppose the digital availability of these documents.

#### **Clause 9 - Professional confidentiality and anti-money laundering provisions**

- 9.1 The Service Provider and its agents or employees are expected to observe professional confidentiality in the context of the assignments entrusted to them, in accordance with applicable law. Notwithstanding this, the Service Provider is released from its professional confidentiality in the context of legislation for the prevention of the use of the financial system for money laundering and the financing of terrorism.
- 9.2 The Client confirms that it is aware of the fact that the Service Provider is subject to the law on preventing the use of the financial system for money laundering and terrorist financing and undertakes to immediately provide all information and documents required under this legislation.
- 9.3 The Client undertakes to provide the Service Provider with the requested information and to timely inform the Service Provider of any changes regarding that information and documents when the Service Provider requests additional information or documentation to comply with its legal obligations regarding anti-money laundering legislation. If the Service Provider's request is not answered with satisfactory information and documents within a reasonable period, the Service Provider has the right to suspend the Services or terminate the Agreement to the detriment of the Client, respectively in accordance with Clauses 17 and 20 of the General Terms and Conditions.

#### **Clause 10 - Special terms regarding termination of the Agreement**

- 10.1 Notwithstanding the termination provisions as set forth in the General Terms and Conditions, the Service Provider shall be entitled to terminate the Agreement with immediate effect free of charge in case of:
- Circumstances that jeopardise the independence of the Service Provider;
  - Circumstances that make it impossible to perform the Services in accordance with the professional and ethical standards applicable to the Service Provider.
- 10.2 In the event of termination of the Agreement based on Clause 10.1 of these Special Conditions regarding Finance & Accountancy and Legal & Fiscal or Clause 20.1 of the General Terms and Conditions, the Service Provider will inform the Client of the reasons justifying the immediate termination of the Agreement.
- 10.3 When the Service Provider terminates the Agreement in accordance with Clause 5.1, 14.2, 15.3, or 20.1 of the General Terms and Conditions or Clause 10.1 of these Special Conditions regarding Finance & Accountancy and Legal & Fiscal, the Service Provider will inform the Client of the legal actions that must be urgently and necessarily taken to safeguard its rights, and for which the Service Provider had been instructed.

#### **Clause 11 - Consequences of the termination of the Agreement**

- 11.1 At the end of the Agreement, all books and (whether digital or not) documents that are the property of the Client will be made available to the Client or its representative by drawing up a dated and signed inventory in as many original copies as there are parties.

- 11.2 The termination of the Agreement will result in the immediate withdrawal of all mandates granted for the submission of personal income tax returns, corporate income tax returns, legal entities tax returns and VAT returns, filing of annual accounts or representation (e.g. electronic mandate for access to the UBO register, etc.)
- 11.3 After the termination of the Agreement, unless otherwise agreed between the Parties, all physical books and records belonging to the Client will be made available to the Client or its authorised representative against a receipt. Digital books and records will be made available for download. The Client is obliged to collect the aforementioned books and records within thirty (30) days after notification for collection or download by the Service Provider, failing which the Service Provider is entitled to charge a flat fee of 250.00 EUR for the physical books and records per month commenced after the aforementioned period that the Client remains in default. The Client acknowledges and agrees that in the absence of a timely download, within the above-provided period and thirty (30) days after registered notice of default, the Service Provider will irrevocably delete the digital books and records from its IT systems, except when retaining the information constitutes a legal obligation of the Service Provider.
- 11.4 The Client accepts and acknowledges that upon any form of termination of the Agreement, Clause 3.2.6 of the Special Conditions regarding Finance & Accountancy and Legal & Fiscal shall remain in effect for a duration of ten (10) years, starting from the termination of the Agreement.

#### **Clause 12 – General provisions**

- 12.1 These Special Conditions regarding Finance & Accountancy and Legal & Fiscal form an integral part of the General Terms and Conditions of the Service Provider, which are available at all times at [www.denp.be/algemene-voorwaarden](http://www.denp.be/algemene-voorwaarden). The provisions of the General Terms and Conditions fully apply to these Special Conditions regarding Finance & Accountancy and Legal & Fiscal and are supplementary. In case of conflict, the provisions as set out in the Special Conditions regarding Finance & Accountancy and Legal & Fiscal prevail over the provisions of the General Terms and Conditions, unless expressly and in writing agreed otherwise by the Service Provider.