

# Engagement Letter

**Between the undersigned:**

**Name:** Digicount Advisory

**ITAA No.:** 53.281.995

**Company Number:** 0802.427.154

**Registered Office:** Kleinhoefstraat 6 2440 Geel

**Represented by:** Liesbeth D'Joos

Hereinafter referred to as the "Professional"

**And**

**Name:** ClientName

**Address:** Address, Postal Code, City, Country

**Phone / Email:** Phone, Email

**Company Number:** VAT Number

**VAT Number:** VAT Number

Hereinafter referred to as the "Client"

The Client undertakes to immediately inform the Professional of any changes to these details.

**It is agreed as follows:**

## ARTICLE 1. OBJECT AND DESCRIPTION OF THE ENGAGEMENT

The Professional is registered on one or more lists of the Institute for Tax Advisors and Accountants (hereinafter: "ITAA"), under membership number 53.281.995.

The Client hereby declares to entrust the Professional, who accepts, with the assignments listed below.

The assignments are given and accepted excluding any interference by the Professional in the Client's policy. The Client remains solely responsible for strategic choices and the resulting outcomes.

The Client, acting in the aforementioned capacity, hereby declares to the Professional, who accepts, to assign the following tasks:

1. Support in drafting a business or financial plan
2. Support in starting, modifying, or terminating KBO, VAT
3. Support in drafting statutes at incorporation and amendment, (notarial) deeds, meeting minutes, publications in the Belgian Official Gazette, bank certificates, permits, etc.
4. Maintaining the legally required accounting (excluding cash transactions)
5. Preparing the profit and loss account and/or detailed internal annual accounts, and if applicable, preparing the minutes of annual meetings, compiling the annual accounts, filing the annual accounts, adjusting remuneration and social contributions, discussing the annual accounts, various basic advice, etc.
6. Fulfilling fiscal-administrative formalities, such as, if applicable, VAT returns, customer listings, corporate tax returns, personal tax returns for one director, related administrative obligations, etc.
7. Representing and defending the Client's fiscal interests before the tax administration
8. Fulfilling obligations to the UBO register, whereby the Client undertakes to immediately notify the Professional of any changes and provide the necessary supporting documents. If this is not done, the Professional cannot be held liable for non-compliance with legal obligations in this regard
9. Ad hoc advice

If the Client requires additional assignments, a new special engagement letter will be drawn up. The power of attorney also applies to these assignments.

If the Client requests the Professional to perform an assignment in a shortened form or within a limited timeframe, the Client accepts that they will not receive all the information they would have received if the Professional had prepared a full written report or had been able to perform

the assignment without time constraints, given the specific scope of the assignment and the accuracy of the information provided to the Professional.

## **ARTICLE 2. COMMENCEMENT OF THE ENGAGEMENT**

This engagement letter is the written confirmation of the ongoing engagement. The engagement letter applies to all actions already taken and those to be performed in the future.

## **ARTICLE 3. CALCULATION OF FEES AND COSTS**

### **ARTICLE 3.1. Fees and Costs**

For the start-up of the accounting, implementation of the file, and compliance with anti-money laundering legislation, the Professional will issue a one-time fee note of EUR 263.00, plus VAT, for the services performed.

For the assignments described under 'ARTICLE 1. OBJECT AND DESCRIPTION OF THE ENGAGEMENT,' the fees will be calculated and charged as follows:

For the execution of the various assignments, the Professional will regularly issue a fee note based on the services provided and calculated at EUR 132 per hour, plus VAT.

In deviation from the previous paragraph, certain assignments will be charged as follows:

- For the assignments under 4., 5., 6., and 8., which are taken together, the Professional will issue a monthly flat fee note, plus VAT, for the services provided. This flat fee includes the following services (if applicable):
  - Maintaining the accounting
  - Processing financial transactions (1 current account, 1 savings account, and 1 credit card)
  - Preparing and submitting VAT returns quarterly
  - Preparing and submitting the annual customer listing
  - Monitoring advance payments
  - Monitoring and adjusting remuneration and social contributions
  - Closing the financial year
  - Discussing the annual accounts
  - Preparing the minutes of the annual meeting
  - Preparing and filing the annual accounts
  - Preparing and submitting the corporate tax return
  - Preparing the personal tax return for one director
  - Possible adjustment and annual confirmation of the UBO register
  - Various basic advice and questions about, for example, the operation of the company, purchasing a new car, deductible expenses, adjusting remuneration, etc.
- For the assignments under 1., 2., 3., 7., and 9., the following rates apply, plus VAT:
  - More extensive or very specific advice --> per hour at EUR 132/hour
  - Preparing an interim balance sheet and/or financial plan in the context of investments, obtaining financing, etc. --> flat fee EUR 516
  - Assistance with tax audits, information requests, change notifications, etc. --> per hour at EUR 132/hour
  - Assistance with statute amendments --> flat fee EUR 670.50
  - Assistance with seat relocation --> flat fee EUR 329
  - Assistance with the resignation/appointment of a director --> flat fee EUR 335
  - Distribution of (interim) dividends --> flat fee EUR 335
  - Liquidation of the company --> flat fee EUR 2,579
  - Drafting lease agreements --> flat fee EUR 335

In the event of a significant change in the workload compared to the previous financial year, the agreed fee will be adjusted proportionally to the evolution of the workload by mutual agreement. If the Professional increases the flat fee in accordance with this article, the Parties expressly agree that this constitutes a valid reason for the unilateral adjustment of the Agreement by the

Professional from the anniversary of the Agreement. The fee does not include publication costs at the NBB, travel expenses, and other advanced costs.

The costs and fees are determined in accordance with the applicable legal and regulatory provisions that apply to the Professional and provided for in the Agreement.

#### **ARTICLE 3.2. Advanced Costs**

The Professional is not obliged to advance costs to third parties on behalf of the Client (e.g., costs to the Crossroads Bank for Enterprises, the National Bank of Belgium, the Belgian Official Gazette, registration fees, etc.).

The Client is solely responsible for timely and complete payment of costs to third parties. The Professional cannot be held liable for any damage that the Client or third parties may suffer as a result of non-payment, late payment, or incomplete payment of the costs. This means that the Professional is released from any liability for non-compliance with deadlines imposed by law, regulations, and agreements regarding the execution of fiscal, social, or other formalities within the scope of his assignment.

If the Professional decides to advance costs for the Client, this is always done on a one-time basis and with all reservations. The Client will reimburse the advanced costs to the Professional upon first request, in the name and on behalf of the Client.

#### **ARTICLE 3.3. Indexation**

The fee and costs will be indexed annually by the Professional on January 1st according to the following formula with a minimum of 3%:

$(\text{base price} \times \text{new index figure}) / \text{initial index figure} = \text{new price}.$

The elements of this formula are defined as follows:

- Base price = the price resulting from the Agreement.
- Initial index figure = the consumer price index of the month preceding the month in which the Agreement came into effect.
- New index figure = the consumer price index of the month preceding the month of indexation.

### **ARTICLE 4. PAYMENT OF FEES AND COSTS**

#### **ARTICLE 4.1. General**

The fees are invoiced monthly.

The fees and costs are in EUR, are debts to be brought, and are payable within 30 days of the invoice date at the Professional's office or by transfer to the account number mentioned on the invoice. The Client also has the option to have the invoices paid by direct debit.

The costs and fees are due as the work is performed for the Client, even if the assignment is not necessarily completed. The Professional is entitled to charge additional fees in the event of events beyond his control (including any act or omission by the Client) affecting his ability to perform the services as originally planned, or if the Client requests additional work from the Professional.

#### **ARTICLE 4.2. Dispute**

All disputes regarding costs and fees must be formulated in writing by registered mail within 15 days of the invoice date to the Professional. If no (timely) dispute reaches the Professional, it is assumed that the Client agrees with the invoiced services.

Disputes do not suspend the Client's payment obligations.

#### **ARTICLE 4.3. Late or Incomplete Payment**

4.3.1. Any debt that remains wholly or partially unpaid by the Client on the due date will, by operation of law and without notice of default, bear interest at 12% per year, calculated from the due date until the day of payment, and will also incur a fixed compensation of 10% on the principal sum outstanding on the due date, with a minimum of EUR 75 per principal sum, without prejudice to the right to prove and claim higher damages, and without prejudice to the right to reimbursement of legal costs (including the applicable procedural indemnity) and enforcement costs.

4.3.2. If the Client is a consumer, a special arrangement applies. In that case, in the event of late payment, interest will be due at the rate in accordance with the law of August 2, 2002, on combating late payment in commercial transactions (i.e., the reference interest rate increased by eight percentage points, as defined by Article 2 of that law). This applies from the first calendar day following the day on which a first reminder is sent to the Client, if the Professional is an SME. The defaulting Client will also owe a fixed compensation as follows: EUR 20.00 if the outstanding balance is less than or equal to EUR 150.00; EUR 30.00 plus 10% of the amount due on the tranche between EUR 150.01 and EUR 500.00 if the outstanding balance is between EUR 150.01 and EUR 500.00; EUR 65.00 plus 5% of the amount due on the tranche above EUR 500.00 with a maximum of EUR 2,000.00 if the outstanding balance is more than EUR 500.00.

These interests are only due, and the penalty clause is only payable, after a notice of default on a durable medium in the form of a first reminder in accordance with Article XIX.2. WER and after the expiration of the grace period provided by this article, if the Client has not paid his debt within this period. This concerns the costs of amicable collection and does not affect the right to reimbursement of the costs of judicial collection such as legal costs (including the applicable procedural indemnity) and enforcement costs. The first notice of default is free of charge. From a second notice of default, a cost of EUR 7.50 plus the postage costs applicable at the time of dispatch may be charged.

4.3.3. In addition, if a debt of the Client remains wholly or partially unpaid on the due date, all other debts of the Client that are not yet due will become immediately payable. Payments after the due date will first be applied to interest, penalty clause, legal costs, and enforcement costs, and only then to the principal sum. The interest owed by the Client is capitalized annually.

4.3.4. The Parties mutually declare that these compensations do not create an imbalance, are not disproportionate to the disadvantage that the other Party may suffer, and do not exceed the damage that they could foresee at the start of the Agreement in the event of non-performance by the other Party.

#### **ARTICLE 4.4. Joint and Several Liability**

The representative of the Client undertakes to be jointly and severally liable to the Professional for the payment of the fees, costs, and compensations of the Professional.

### **ARTICLE 5. OBLIGATIONS OF THE PARTIES**

#### **ARTICLE 5.1. Rights and Obligations of the Professional**

5.1.1. The Professional performs the entrusted assignments independently, conscientiously, with dignity, honesty, loyalty, and discretion.

5.1.2. The Professional ensures that the services provided are delivered in accordance with 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.

5.1.3. The Client and/or his appointees are responsible for the accuracy and completeness of the documents and/or information provided by them. The Professional is not obliged to verify the accuracy and completeness of the amounts provided by the Client or his appointees, nor the reliability of the deeds, contracts, inventories, invoices, and evidence of all kinds entrusted to or presented to him by the Client as probative documents or as documents that should serve as such. All documents, information, or any kind of information provided by the Client are deemed to be complete and correct.

5.1.4. The Professional may be assisted by employees or experts of his choice and may have the assignments arising from the Agreement carried out in whole or in part by appointees or experts.

5.1.5. The Professional, as well as his authorized representatives or appointees, are bound by professional secrecy, subject to the application of the provisions of the legislation and regulations to prevent the use of the financial system for money laundering and terrorist financing.

#### **ARTICLE 5.2. Rights and Obligations of the Client**

5.2.1. For the execution of the assignment entrusted to the Professional, the Client undertakes to cooperate with him and to provide him with all necessary information accurately and in a timely manner, either on paper or digitally through the means provided for this purpose.

5.2.2. The Client undertakes to verify whether the documents and statements provided by the Professional are in accordance with the expectations and the information provided. If this is not the case, the Client will immediately inform the Professional.

5.2.3. The Client undertakes to inform the Professional of any data, event, or development that could affect the execution of the assignment as stated in the Agreement. This includes informing the Professional of any non-compliance with a payment obligation, from the first due date, to any tax or social administration, as well as any other creditor. This also includes the obligation to immediately inform the Professional of all correspondence from any administration.

5.2.4. The Client acknowledges being aware that the Professional is obliged to comply with the provisions of the legislation and regulations to prevent the use of the financial system for money laundering and terrorist financing. Therefore, the Client undertakes to promptly provide the Professional with all information and/or documents, including providing correct and complete data regarding residence, identity cards, ultimate beneficiaries, and any changes, that would be requested under this legislation.

## **ARTICLE 6. LIABILITY**

### **ARTICLE 6.1. Obligations of Means**

The obligations of the Professional towards the Client are always obligations of means, except for compliance with legal deadlines, provided that the Client complies with the obligations as provided in Article 5.2.

### **ARTICLE 6.2. Liability Insurance**

6.2.1. In accordance with the Law of March 17, 2019, on the professions of accountant and tax advisor and the applicable code of conduct, the Professional has insured his civil professional liability with a professional liability policy approved by the ITAA.

6.2.2. The insured activities are those described in Articles 3 and 6 of the aforementioned Law, as well as the activities considered compatible by the ITAA. In accordance with common law, the liability of the Professional can only be demonstrated for assignments that are proven to have been accepted by him.

### **ARTICLE 6.3. Exoneration**

6.3.1. The Professional is only liable for damage resulting from: 1° his intentional fault or that of a person for whom he is responsible; 2° his fault or that of a person for whom he is responsible that affects the life or physical or psychological integrity of a person; 3° the non-performance of his essential obligations, except in cases of force majeure.

6.3.2. The (contractual, extra-contractual, or other) liability of the Professional for the execution of the assignment is at all times limited to the insured activities and the amount covered by the professional liability insurance taken out by the Professional and within the limits of the coverage. If, for any reason, the liability insurer does not pay out and the Professional is still required to pay the compensation, all liability per damage case is limited to one time the amount of the fee invoiced for the execution of the assignment during the twelve months preceding the damaging event, or from the start of the execution of the assignment if this period is shorter than one year.

6.3.3. The Client undertakes and accepts that he can only bring any liability claim arising from this Agreement against the Professional within a period of 12 months from the day the Client discovered or should have discovered the fault of the Professional. The Client accepts that he cannot hold the directors, representatives, shareholders, (whether or not self-employed) employees, appointees, and any other kind of auxiliary person of the Professional, as well as their respective auxiliaries, liable on an extra-contractual basis (not directly, not jointly, not in solidum with the Professional). This does not apply if the damage suffered is the result of an

infringement of the physical or psychological integrity of the Client or if the damage is the result of a fault of the auxiliary person with the intent to cause damage.

If the Professional is liable to the Client (or to others for whom services are provided) under the Agreement for damage to which other persons have also contributed, the Professional is not jointly liable for this. The liability of the Professional is in that case limited to the portion of the total damage attributable to the Professional, based on the extent to which the circumstances attributable to the Professional contributed to the damage.

6.3.4. If multiple damage cases arise from the same fault, they are considered as one damage case, and the liability is limited to the highest amount of the amounts applicable to the assignments or agreements involved.

6.3.5. The Professional can never be held liable for indirect damage, such as but not limited to (1) loss of profits, goodwill, clientele, business opportunities, or expected savings or benefits, (2) loss or damage of data, or (3) indirect loss or damage.

6.3.6. The Professional is not liable for any losses, damages, costs, or expenses that may arise in any way (1) from (fraudulent) acts or omissions, omissions, incorrect or incomplete statements, or unlawful acts by the Client, its directors, shareholders, agents, employees, intermediaries, or subcontractors, (2) when the incorrect application of legal and administrative regulations occurred at the request or with the knowledge of the Client, or (3) due to delays or non-performance of its obligations when such delay or non-performance is due to circumstances reasonably beyond the control of the Professional. The Professional reserves the right to recover any damage from the Client.

The Professional cannot be held liable for non-compliance with deadlines imposed by law, regulations, and agreements regarding the execution of fiscal, social, or other formalities within the scope of his assignment if the Client fails to timely submit the documents.

The Professional is not responsible for the consequences of any deficiencies, errors, or violations that may have been committed before his intervention.

The Professional cannot be held liable for the consequences of possible later changes - possibly retroactively - to legal and regulatory provisions.

#### **ARTICLE 6.4. Force Majeure, Unforeseen Circumstances, and Hardship**

Force majeure is the situation in which the execution of the Agreement by the Professional becomes wholly or partially, whether temporarily or not, reasonably impossible due to circumstances beyond the reasonable control of the Professional. Unforeseen circumstances are any changes in circumstances, beyond the reasonable control of the Professional, that seriously impede the execution of the Professional's performance and/or cause disproportionate damage to his interests. There is no need to prove or demonstrate an unforeseeable, uncontrollable, and/or unavoidable nature in the case of force majeure or unforeseen circumstances (provided that the Professional cannot invoke force majeure or unforeseen circumstances when these are the result of his own intent or gross negligence, or the non-performance of essential obligations). The Professional will notify the other Party within a reasonable period of the force majeure or unforeseen circumstances. The Professional is not obliged to fulfill any obligation hindered by force majeure and/or unforeseen circumstances. In the case of unforeseen circumstances, the Professional has the right to demand from the other Party that, in good faith, alternative equitable clauses be negotiated to remedy the unforeseen circumstances. In the case of force majeure or unforeseen circumstances lasting longer than 45 consecutive days, the Client is entitled to request or invoke the termination of the Agreement without liability and without any obligation to pay compensation. Also, in the case of force majeure on the part of the Client, lasting longer than 45 consecutive days, the Professional is entitled to request or invoke the termination of the Agreement without liability and without any obligation to pay compensation. The Client cannot invoke unforeseen circumstances. The Client acknowledges that this is not manifestly unbalanced given the higher economic risk for the Professional.

#### **ARTICLE 6.5. Indemnification**

6.5.1. If the Client fails to fulfill one of his obligations and as a result, a third party has filed or threatens to file a claim against the Professional and/or his appointees and (self-employed) employees, the Client will indemnify and hold harmless the Professional and/or his appointees and (self-employed) employees for all loss, damage, expenses, and liability arising directly or indirectly from this.

6.5.2. The above-mentioned limitations of liability also apply to the Professional's liability towards third parties, resulting from the cooperation with the Client. The Client indemnifies the Professional for any higher claim from that third party.

#### **ARTICLE 7. TRANSFER OF THE AGREEMENT**

In the event of the transfer of the Agreement to another legal entity recognized by the ITAA, in which the Professional becomes a representative, the Professional will inform the Client in writing, no later than 15 days after the transfer, of the full details and the ITAA recognition number of the acquiring legal entity. The Client and the Professional acknowledge and accept that in such a case, the Agreement will continue without interruption with the acquiring legal entity.

#### **ARTICLE 8. AMENDMENT OF THE AGREEMENT**

The Client expressly agrees that the Professional reserves the right to amend the Agreement if there are objective and valid reasons for doing so. The Parties consider, among other things, but not exclusively, as valid reasons:

- price changes due to external circumstances beyond the control of the Professional;
- changes to the modalities of the Agreement that are no longer relevant and/or feasible due to objective and external reasons;
- changes to bring the Agreement and the obligations contained therein in line with new regulations or recommendations from the competent authorities, both (inter)nationally and regionally;
- changes due to the recruitment of new partners within the Professional;
- changes due to the Professional joining a group of firms, provided that the current management of the Professional remains unchanged.

The Professional will inform the Client in writing, no later than 15 days in advance, of the proposed changes, stating the objective and external reason(s) for these changes. The Professional will also publish the changes along with the reasons for these changes on his website.

If the Client cannot agree with the amended terms, he has the option to terminate the Agreement free of charge within one (1) month after being informed of the changes, in accordance with Article 10.2. of this Agreement. If no termination is made within the specified period, it is presumed that the Client agrees with the amended terms and the reasons for this change.

#### **ARTICLE 9. EXCEPTION OF NON-PERFORMANCE**

If the Client fails to fulfill one or more of his obligations towards the Professional, for example, in the case of non-payment of fees, the Professional may suspend the fulfillment of his further obligations towards the Client in whole or in part until timely and correct fulfillment. The Parties agree that this right also applies to obligations from other agreements (cross-file). All costs and charges arising from such suspension are borne by the Client and must be paid immediately. The Client waives any compensation in the event that the Professional made an interpretative error, except in the case of intent or gross negligence.

In this article, Client means: the Client and his affiliated companies.

The Professional will inform the Client in writing. The notification will state the reason for the suspension and the circumstances justifying the suspension.

If, after the start of the suspension or postponement of execution, urgent and necessary legal acts must be performed to safeguard the Client's rights, for which the Professional had been instructed, he will inform the Client.

The Professional may require guarantees from the Client for the proper performance of all his obligations. The Professional reserves the right to terminate the Agreement in the event of the Client's refusal to provide the requested guarantees.

The Professional's performance remains suspended as long as the Client does not fulfill his obligations unless the Parties agree otherwise. The Professional cannot be held liable for any adverse consequences arising from the suspension of his performance. The Professional is in all circumstances entitled to payment of the fees and costs related to the work already performed.

## **ARTICLE 10. TERMINATION OF THE AGREEMENT**

### **ARTICLE 10.1. General**

The Professional and the Client can terminate this Agreement and the associated powers of attorney at any time by means of a termination letter and in accordance with the following modalities.

### **ARTICLE 10.2. Termination of the Agreement with Notice**

In the context of the termination of the Agreement, the Client and the Professional undertake to observe a notice period of 14 days. The Client has the option, if he gives the notice, to replace the notice period with a fixed termination compensation of one monthly fee note.

In the event of termination of the Agreement by the Client, where the Agreement ends within 12 months after the start or anniversary of the Agreement, a complete and detailed overview of the necessary and effectively performed hours by the Professional can be drawn up and provided to the Client at the end of the cooperation period or the end of the applicable notice period. If the number of necessary and effectively performed hours is higher than the aforementioned number of hours pro rata the duration of the effectively performed period, the difference can be additionally settled at the same hourly rate. The additional settlement can in no case lead to the Client having to pay a higher compensation than the agreed fee for a period of 12 months in accordance with Article 3 of this Agreement.

During the notice period, the rights and obligations of the Parties remain fully applicable.

### **ARTICLE 10.3. Termination of the Agreement by Mutual Consent**

The Parties may terminate the Agreement by mutual consent without observing a notice period. This agreement must be made in writing.

### **ARTICLE 10.4. Immediate Termination**

Either Party may terminate the Agreement immediately, without prior notice of default and without observing a notice period, in the following cases:

- when the continuation of the Agreement places the Professional in a position that conflicts with ethical, professional, and/or legal standards or jeopardizes his independence;
- when the non-compliance with contractual obligations has so damaged the trust between the Parties that further cooperation is no longer possible, which is considered an urgent reason. A serious violation of Article 5.2 and the refusal to provide a guarantee as provided in Article 9 are considered urgent reasons.

The Agreement is automatically terminated in the event of bankruptcy, or if the Client has filed for judicial reorganization as provided in Title V of the WER, or in the event of the Client's apparent insolvency.

If the termination of the Agreement is due to a breach by one Party, the other Party will be entitled to a fixed compensation equal to the fees and costs corresponding to the services usually provided by the Professional concerning a full financial year or, if applicable, calendar year, except as limited by Article 6.

In the event of immediate termination of the Agreement, the Professional is entitled to payment of the fees and costs related to the work already performed.

### **ARTICLE 10.5. Notice of Termination or Cancellation of the Agreement**



The Parties may terminate or cancel the Agreement by registered letter or email. The notice period or the date of termination of the Agreement starts on the next working day following the postmarked date of the registered letter or the date of sending the email.

#### **ARTICLE 10.6. Arrangements Following Termination**

After the termination of the Agreement, all books and documents belonging to the Client will be made available to the Client or his authorized representative. A flat fee may be charged for the transfer of the file to the Client or a colleague. The flat fee is EUR 263. The transferred file is presumed to be complete. If the Client believes that he has not received the complete file, he must notify the Professional by registered letter or email within five (5) working days of receiving the file. If this period expires without notification, the Professional cannot be held liable for not transferring the complete file.

#### **ARTICLE 11. SET-OFF / NETTING**

The Professional has the right to offset claims against the Client with any claims of the Client against the Professional, even after concurrence or after the transfer and pledge of the claim in accordance with Article 14 of the Law of December 15, 2004, on financial securities.

Conversely, the Client is not allowed to offset his claims against the Professional with any claims of the Professional.

#### **ARTICLE 12. NON-SOLICITATION**

The Client expressly undertakes, during the entire duration of the Agreement and for a period of 2 years after its termination, regardless of the reason for termination, not to employ or directly or indirectly engage any employee or self-employed worker of the Professional involved in the execution of the Agreement, without the prior written consent of the Professional. Any violation of this prohibition will result in a fixed compensation of twice the annual gross salary of the solicited employee, without prejudice to the right of the Professional to prove and claim higher damages.

#### **ARTICLE 13. PLACE AND EXECUTION OF THE ASSIGNMENT AND STORAGE OF DOCUMENTS**

The documents, books, and records may be moved. The Professional may keep them for the time he needs to perform his assignment(s). The Client always has the right to inspect them, either personally or through appointees or representatives, bearing a written power of attorney, provided that these documents, books, and records are the property of the Client. The Client is responsible for the storage of the accounting documents and records provided by the Professional, in accordance with legal and regulatory terms.

#### **ARTICLE 14. PRIVACY AND GDPR**

Any processing of personal data under this Agreement will take place in accordance with the General Data Protection Regulation (GDPR).

The Client expressly consents to the Professional processing all data necessary for the assignment, including special categories of personal data (Articles 8 and 9 GDPR) in his possession (including those of his relatives, shareholders, directors, employees, customers, and suppliers) in the context of the cooperation for one or more purposes. For more details, the Professional refers to his privacy policy.

Unless prohibited by applicable law, the Client also expressly consents to the Professional disclosing and sharing the provided personal data with third parties who provide services on behalf of the Professional (including external employees and/or software providers), who may then collect, use, transfer, store, or otherwise process this client information for purposes related to the provision of services, to comply with applicable professional rules, to prevent conflicts of interest, for quality and risk management, for financial-administrative purposes, and/or for the provision of other administrative support services.

The Professional is responsible to the Client for the confidentiality of the provided personal data. The full privacy statement of the Professional is available on the following website: [www.digicount.be](http://www.digicount.be). For all questions and comments regarding data processing by the Professional, his privacy policy, and the exercise of the right of access, the right to rectification, or the right to improvement, the Client can contact [office@digicount.be](mailto:office@digicount.be).

## **ARTICLE 15. INTELLECTUAL PROPERTY**

The Professional retains all intellectual property rights and derivative rights, directly or indirectly related to his services and the result of his services (e.g., advice and calculations), and also retains ownership of his work documents and calculations. The Client will acquire a non-exclusive right to use the product of the services in its tangible form by paying the Professional's fees and costs. The transfer of intellectual rights can only be evidenced by an explicit written agreement. Permission to use cannot be considered as permission to distribute the Professional's documents.

The Professional is authorized to use, develop, and share knowledge and experience gained during and as a result of the services, except as prohibited by law or mandatory applicable ethical regulations. Unless a specific exclusivity contract has been concluded, the Professional has the right to reuse his intellectual and/or creative work.

The Client is not permitted to reproduce, publish, or use the intellectual work prepared by the Professional, in any form, without his prior written consent, either personally or with the help of third parties, other than within the scope of the assignment granted to the Professional.

## **ARTICLE 16. FINAL PROVISIONS**

### **ARTICLE 16.1. Severability, Moderation, and Nullity**

If it appears that a provision of the Agreement is wholly or partially invalid, null, or excessive in law, the Parties agree that this provision will automatically be reduced, and/or that the Parties or the court (ex officio or at the request) will reduce this provision to what is legally permitted and/or replace the invalid, null, or excessive provision as if it had always been in the moderated and/or valid version, a valid version that closely aligns with the actual and original intention of the Parties. These provisions remain binding to the maximum extent permitted by law. If it is necessary to declare a clause null and void and it is not possible for the court to provide a valid replacement clause, this will not result in the nullity of the other provisions (unless the entire article or the entire Agreement cannot continue to exist without that clause).

### **ARTICLE 16.2. Waiver**

The non-exercise of a right granted to him does not constitute a waiver of his rights for the Professional. A Party can only waive any right or remedy if it has expressly and in writing confirmed the waiver. The rights and remedies arising from the Agreement for a Party do not affect any other rights, remedies, or claims that this Party may have.

## **ARTICLE 17. DISPUTE RESOLUTION AND JURISDICTION**

### **ARTICLE 17.1. Possibility of Reconciliation**

The Parties agree that they will first try to resolve any disputes regarding the Agreement informally and with the utmost discretion.

The Client and the Professional will always communicate their grievances to each other in writing and in advance with a view to attempting an amicable settlement.

The Client and the Professional may, by mutual agreement or at the request of either party, submit their dispute to the ITAA with a view to attempting an amicable settlement.

### **ARTICLE 17.2. Dispute of Fees**

The Parties prefer to submit their disputes regarding the fees and/or costs charged by the Professional to the competent arbitration committee, as organized by the professional institute, without prejudice to the attempt at reconciliation as mentioned above.

The Parties acknowledge and accept that the professional committee judges in the last instance. The Parties also acknowledge and accept to follow the application and further course of the procedure as prescribed by the professional institute. The Parties will confirm their agreement with this procedure in writing to the professional institute.

If one of the Parties fails to follow the procedural rules regarding arbitration, the other Party is entitled to bring the dispute before the court, as specified below.

All other disputes arising regarding the execution and/or interpretation of the Agreement, without prejudice to an attempt at reconciliation as mentioned above, fall under the exclusive

jurisdiction of the courts and tribunals of the jurisdiction where the Professional has its registered office.

**ARTICLE 17.3. Jurisdiction**

All legal relationships between the Parties are exclusively governed by Belgian law. The Parties choose Dutch as the language for the proceedings.

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Drawn up in Geel on 01/01/2025 in as many copies as there are Parties with distinct interests, namely one for the Professional and one for the Client, with each Party declaring to have received one copy. By signing below:

- The Parties agree to the Agreement.
- Each signatory guarantees and declares that the information in this Agreement is correct and that he is duly authorized to represent and legally bind his Party.
- Each signatory believes that the provisions, both individually and collectively, do not create a manifest imbalance between the rights and obligations of the respective Parties.

If an electronic signature is used, it must comply with the conditions set out in Article 8.1, 3° of the Civil Code and other applicable legislation. The signatory agrees with the time and place as indicated in the Agreement as the time and place where the Agreement and the resulting rights and obligations were established. A difference in place, and/or between the timestamp displayed on the relevant electronic signature and the time as indicated in this Agreement, cannot give rise to any dispute or nullity of the (content and acceptance of the) Agreement and the resulting rights and obligations.