

General Terms And Conditions

Where appropriate, these General Terms and Conditions ('General Terms and Conditions'), together with the engagement letter(s) ('Engagement Letter'), constitute the entire contract between the parties ('the Contract').

All terms used in the Engagement Letter have the same meaning as in these General Terms and Conditions and *vice versa*. In the event of differences between the Engagement Letter and these General Terms and Conditions, the latter shall prevail, unless the changes were made by the Engagement Letter with specific reference to the relevant clause of the General Terms and Conditions.

'We' (or 'us') refers to 'Moore Finance & Tax BV, with registered office at Buro & Designcenter, Esplanade 1 box 96, 1020 Brussels, RPM Brussels, Dutch speaking division, enterprise number VAT BE (0)451 657 041'. References in these General Terms and Conditions to 'the client' relate to every party to the Contract other than ourselves.

I. General

Article 1 - Scope of the General Terms and Conditions

These General Terms and Conditions apply to all services that we provide, as specified, where relevant, in the Engagement Letter ('the Services'). Where applicable, the Services can also be listed, extended or nuanced by e-mail, fax, via the online portal or other written medium.

Article 2 - Realisation of the Contract

The Contract is concluded and commences on the commencement date (the 'Commencement Date'), i.e.:

- a) either at the time when we take receipt of the Engagement Letter signed by the client and co-sign this;
- b) or at the time when we commence the fulfilment of the order at the client's request, although the Engagement Letter has not (yet) been signed.

From the Commencement Date, all professional relationships between the parties shall in any event be governed by these General Terms and Conditions.

II. Rights and obligations of the parties

Article 3 - Our obligations

- 3.1. The Services are provided on the basis of the information and explanations provided by the client, the accuracy of which we will not verify unless this is required by the applicable professional standards or is provided for in the Engagement Letter.
- 3.2. In the provision of the Services, we will not be deemed to have knowledge of information from other orders, except to the extent that this is provided for in the Engagement Letter.
- 3.3. Subject to statutory provisions or professional rules to the contrary, we bear no responsibility whatsoever with regard to the impact on our Services of events occurring after the termination date of our Services.

Article 4 - Binding character

- 4.1. We shall be bound solely by the final versions of our drafts, documents, advisory reports, analyses and calculations submitted to the client in writing and signed by a person authorised for that purpose ('the Deliverables').
- 4.2. The draft documents, in both electronic and written form, and the oral advice, do not constitute the Deliverables. We bear no responsibility whatsoever for the content or use of such draft documents or oral advice, unless their content is confirmed thereafter as a final version, in accordance with Article 4.1.

Article 5 - Change or withdrawal of Deliverables

- 5.1. In exceptional circumstances, we may decide to change or withdraw a Deliverable if, according to our professional assessment, this appears to be required, for example if we obtain knowledge of facts or circumstances of which we were not aware at the time of the drafting of the Deliverable. This right of change or withdrawal shall also apply at any time if we later detect omissions or inaccuracies in the Deliverable which could influence its content.
- 5.2. In no case may this right of change or withdrawal be interpreted as an obligation on our part to change or withdraw a Deliverable.

Article 6 - Intellectual Property Rights

We retain copyrights and all other intellectual property rights to everything that we develop, before or during our engagement, including to our systems, methodologies, software and our know-how. We shall also retain all copyrights and other intellectual property rights relating to all our Deliverables that we provide to the client as part of the instructions to be performed, including documents and files in electronic form.

Article 7 - Keeping work documents

On termination of the Services, we shall keep all the related documents and files for the statutory term applicable to the type of Services that form the subject of the Engagement Letter. On the expiration of this term, subject to any separate written agreement to the contrary, we may destroy these without being required to notify the client of this in advance.

Article 8 - Our Employees

- 8.1 During the term of the Contract and for a period of 12 months following the termination of the Services, the client may not, directly or indirectly, solicit or recruit any Employee with which the client had contact in relation to the Contract (or support such action by another party). On the same lines, the client may not employ such Employees or require them to provide it with services in any way whatsoever.
- 8.2 Every violation of this prohibition shall give rise to compensation for the amount of the actual damage caused.

Article 9 - Anti-money laundering provisions

Pursuant to the national and European anti-money laundering legislation, we are required to identify our clients and their beneficiaries. Consequently, we shall request the client to provide and update certain information and documents for that purpose and/or will consult appropriate databanks for that purpose. The client undertakes to provide us with the requested information and to inform us in a timely manner of every change relating to that information and those documents. If we do not receive satisfactory information and documents in response to our request within a reasonable term, circumstances could arise in which we are not able to provide or continue our Services.

Article 10 - Anti-corruption

- 10.1. The parties undertake to comply with all relevant laws and regulations that prohibit, prevent and criminalise acts of corruption and related criminal or punishable acts. The parties shall comply with these laws and regulations in all their actions and relationships, regardless of whether they relate to this Contract and the Services provided in relation to this Contract or otherwise and regardless of the form in which the acts are taken and of the extent to which they take place.
- 10.2. The parties shall transfer the obligations referred to in Article 10.1 to their employees and managers and shall guarantee that third parties involved in the fulfilment of this Contract or the performance of a project forming part of this Contract are contractually bound by the obligations referred to in Article 10.1.

Article 11 - Client's information obligations

- 11.1. Insofar as our Services are dependent on the information and explanations to be provided by the client or at the client's expense, the client must ensure that this information and these explanations are provided in a timely manner and that they are complete, accurate and are not misleading. If the information or explanations are based on hypotheses, the client will provide us with relevant details of these. The client is responsible for informing us without delay of every change relating to the information or explanations provided, from as soon as it is no longer possible to continue on that basis or as soon as the earlier hypotheses presented to us are no longer warranted.
- 11.2. If the client uses or provides us with information or documents of third parties, the client shall ensure that it receives the necessary permission from these third parties to enable us to provide the Services. The client is responsible for the relationships with such third parties, the quality of their contributions and their work and for the payment of their fees. Subject to statutory provisions, professional rules or provisions of the Engagement Letter to the contrary, we shall not verify the accuracy of the information or documents provided to us by such third parties.
- 11.3. If the client fails to provide us with the relevant information and explanations necessary for proper fulfilment of our instructions, this could make it impossible to provide or finalise the Services or could lead to the formulation of a reservation in any Deliverable which we are required to prepare pursuant to the Contract. In the latter case, subject to statutory provisions or professional rules to the contrary, we have the right to discontinue provision of Services without prior notice, or to cancel or suspend the Contract with immediate effect, in compliance with Article 15 below. In that case, our rights are determined in accordance with Article 15.3.b below.

III. Our fees

Article 12 - Fees and invoicing

12.1. Unless otherwise determined in writing (including e-mail), the amount of the fees will be determined based on time spent.

TIME SPENT - The fees are determined after completion of the Contract on the basis of the time spent by our partners, directors, employees, self-employed service providers and agents ("the Employees"). If necessary advances can be charged.

SUBSCRIPTION - If the Engagement Letter provides for a determination of the fees by applying a subscription, such a subscription fee is based on a number of key assumptions (hereinafter "Key assumptions") such as the data included in a service offering, or assumptions such as (but not limited to):

- the accuracy and completeness of the accounting records and statements of the client communicated to us,
- the availability and prompt communication of accurate information and explanations provided by the client or his employees.

CHANGED CIRCUMSTANCES - If the factual circumstances would be incompatible with our Key Assumptions, such that more work is required than that which the budget for our fee was based on, we can adjust the subscription fee in mutual agreement, or the cooperation can be terminated by us in accordance with article 15.3. b). Furthermore, in that case, the deadlines for our assignment may be revised unilaterally.

- **SUBSCRIPTION FEE** - If the fees are payable in with the context of a subscription formula, the client shall on a regular basis receive an invoice in the amount of the agreed fixed, annually adjustable (on a calendar year basis), subscription fee. Such an adjustment will be based on the retail price index.

In the event of termination of the Contract, a settlement invoice shall be prepared no later than one month following that in which we last provided Services to the client.

- In the event of termination of a Contract whereby the fees are determined on a subscription formula, the subscription fees already paid in the calendar year of termination shall be deducted from the total fees determined on an actual time spent basis in relation to the Services provided during that calendar year under the subscription formula.

Services provided outside of the scope of the chosen subscription formula will always be charged according to the actual time spent.

12.2. Belgian law on professional secrets shall apply in relation to our services with regard to the transfer of our documents and witness hearings of our Employees. However, to the extent permitted by law, if the client requests or authorises us to transfer documents or to be heard as witnesses, or if we are required to do so by law, the client shall bear the costs of our performance and expenses, as well as the fees and expenses of our counsel incurred in order to comply with such requests, to the extent that we are not party to the proceedings in relation to which information is requested.

12.3. The fees do not include any costs specifically contracted directly with third parties, which are necessary for the provision of our Services, and these will be invoiced in addition to our fees. At the client's request, we shall submit supporting documents in evidence of the costs incurred at the client's expense.

12.4. Our fees and costs will be invoiced on a regular basis, no later than on the termination of our Services. Invoices are payable by the client within 30 days of the invoice date unless a longer payment period is granted in writing. In the event of default or if the client requests a judicial agreement, is served with a notice of bankruptcy or requests a deferment of payments and if payment of invoices by the client is doubtful, these very facts shall mean that the client will no longer receive the benefit of the longer payment periods granted to him. Non-payment on the due date of a single invoice makes the outstanding balance of all the other invoices immediately due and payable by operation of law, including invoices that are not yet due.

12.5. Fees and costs are calculated exclusive of tax and levies. The client shall pay VAT and all other taxes and levies for which it is liable by law.

12.6. If the client contests an invoice, partially or in full, the client shall notify us of this in writing by registered mail addressed to the registered office within 15 calendar days of the invoice date. In no case shall the client suspend payment of a non-contested amount of the invoice.

12.7. Payments must be made into our bank account as listed on the invoice, stating the structured communication.

12.8. In the absence of full payment within the prescribed payment period, the client shall owe default interest automatically and without prior notice being required, of one percent per month, where each started calendar month will be charged for a full month, and without this interest rate being lower than the interest rate as provided for in Article 5 of the Law of 02/08/2002 which is declared to be statutorily applicable.

12.9. In the case of failure to pay within one month of the expiry of the prescribed payment period, in addition to the prescribed default interest, the client shall be charged a fixed rate as reimbursement for the administration and collection costs incurred for the recovery of the outstanding amounts, consisting of a fixed rate amounting to 10 percent of the total outstanding amount, with a minimum of EUR 75.00, plus EUR 40.00 per payment demand and plus other costs incurred such as the involvement of third parties in order to obtain the amicable and/or judicial recovery of the amounts claimed.

12.10. Payments are always first settled against the interest due in accordance with these General Terms and Conditions, then the administrative fees and the costs of recovery and only then against the outstanding (balance of the) invoice(s), where the oldest outstanding amounts are settled first, irrespective of any comment(s) or statement(s) of the client regarding its payment(s). If the client refuses to pay non-contested amounts, we may decide to terminate or suspend the Contract, in observance of the conditions laid down in Articles 15 and 16.4 below.

IV. Confidentiality - Privacy

Article 13 - Professional Secrets and Confidentiality

The client acknowledges that we, as accountants and/or tax consultants registered in the public register of the Institute of Accountants and Tax Consultants, are bound by professional confidentiality which, subject to severely limited exceptions, prohibits us from disclosing any information concerning the client that we obtain as a result of the provision of our Services.

Article 14 - Personal Data

14.1. The concepts related to the protection of personal data used in this Article 14 - will have the meaning they have been given in (i) the national laws implementing the Data Protection Directive (95/46 / EC) of 24 May 2018 and (ii) the General Data Protection Regulation (2016/679) of 25 May 2018 and (iii) the national laws implementing the Privacy and Electronic Communications Directive (hereinafter collectively, the "Data Protection Act").

14.2. We strive to comply with the Data Protection Act when we process information in connection with an identified or identifiable natural person in execution of the Contract (referred to as "personal data" under the Data Protection Act). Our role (either as a controller or as a processor) with regard to the personal data that is processed in the context of the execution of the Contract, is determined in our privacy policy which is available at <https://www.moore.be/nl/privacy-policy>.

14.3. The client agrees that we may use his/her personal data as well as the personal data of its representatives, employees and directors for the provision of Services, with a view to compliance, regulatory, risk management and quality control requirements, as well as for various business purposes (such as relationship management and client account management) and that we may share the aforementioned personal information with any local or foreign entity within our network, including those that support our office policies and management, as well as with the service providers we rely on.

14.4. The client undertakes to comply with the Data Protection Act and will inform his representatives, employees and directors of the processing of their personal data for the purposes stated in our privacy policy. The client guarantees that he has obtained the permission of the persons whose personal data are processed by us.

14.5. The client confirms that the processing of personal data obtained in the context of the provision of Services will not give rise to an infringement on our part or by any entity within our network of the Data Protection Act.

V. Term of the Agreement

Article 15 - Term, Cancellation, Dissolution, Suspension

15.1. Term:

- a) Recurrent instructions: Unless a term is stated in the Engagement Letter, a Contract with recurrent instructions is deemed to have been entered into for an indeterminate period in time on the Commencement Date. 'Recurrent instructions' refers to: instructions concerning successive actions of the same nature, which must be performed within terms known in advance.
- b) Non-recurrent instructions: Unless stipulated otherwise in the Engagement Letter, a Contract concerning non-recurrent instructions is deemed to have been concluded for a fixed term and commences on the Commencement Date. It is terminated through the performance of the Services described in the Engagement Letter and, if applicable in view of the nature of the Services, through the delivery of the agreed work. Instructions that are not covered by the definition of 'recurrent instructions' (see 15.1.a) above), are deemed to be non-recurrent instructions.

15.2. Cancellation:

- a) Both parties may terminate the Contract with respect to recurrent instructions at any time, subject to the following conditions:
 - (i) the cancellation must be notified to the other party by registered mail;
 - (ii) a notice period of one month must be observed. At the option of the client, if the client cancels the Contract, this term may be replaced by a fixed cancellation fee of 25% of the fees for the Services that would normally be delivered by us in relation to a full financial year or concurrent calendar year.
- b) During the notice period, the provisions of the Engagement Letter and these General Terms and Conditions remain in full effect.

15.3 Dissolution for specific reasons: the parties may decide to terminate the Contract in the following circumstances, to the extent to which this is permitted by law or the professional rules:

- a) By mutual consent.
- b) Dissolution due to breach of contract: each party may dissolve the Contract with immediate effect, by written notice, if another party commits a material breach of any provision of the Contract which is irreparable or, if it cannot be corrected, is not corrected within 30 days of a written request to do so (or, if it is not feasible to correct the breach within that term, if no reasonable steps are taken to correct the breach of contract within those 30 days).

Lack of adjustment of the subscription formula following changed circumstances in accordance with Article 12.1 is considered to be a breach of contract that may give rise to termination of the Contract.

- c) Dissolution due to insolvency: each party may dissolve the Contract with immediate effect, by written notice, if another party is unable to pay its debts or has been assigned a provisional or court administrator or liquidator (or in each of the aforementioned cases, the equivalent thereof if another jurisdiction) or convenes a meeting of creditors or, for any reason whatsoever, discontinues its activities or if, according to the reasonable view of the party wishing to dissolve the Contract, any event of that nature appears probable.
- d) Dissolution for regulatory reasons: we may dissolve the Contract with immediate effect, by written notice, at any time if we reasonably take the view that the fulfilment of the Contract, or any part thereof could have the consequence that we or any entity within the Moore International network of independent firms of which we form a part ('the Network') infringe a statutory, regulatory or ethical standard or a requirement concerning independence in any jurisdiction whatsoever.

Without prejudice to the foregoing, we may either suspend the Contract or attempt to agree a change in order to avoid such a breach of the Contract.

15.4. Suspension:

- a) The parties may decide to suspend the Contract, to the extent to which this is permitted by law or the professional rules, provided this takes place by written notification to the other party:
 - (i) if reasons exist in relation to any other party to the Contract which, in the reasonable view of the party wishing to suspend the Contract, have a material adverse impact, either on the basic rules on the basis of which the Contract was concluded or on the fulfilment of the obligations of the party wishing to suspend the Contract, or
 - (ii) if the party wishing to suspend the Contract reasonably holds the view that the fulfilment of the Contract or any part thereof results or could result in a party or any entity affiliated to it infringing any statutory, regulatory or ethical standard, or a requirement concerning independence, in any jurisdiction whatsoever.
- b) If, following the suspension of the Contract, we agree to resume provision of the Services, the parties shall first reach agreement on any changes to the Contract which may be necessary as a result of the suspension of the Contract, including the fees, costs and deadlines.
- c) If a suspension period lasts for more than 30 days, each party may dissolve the Contract with immediate effect, through written notification of the other parties.

Article 16 - Compensation for damages in the event of dissolution

- 16.1. Subject to any statutory provisions or, where applicable, professional rules to the contrary, the following provisions apply if the Contract is terminated before we are able to complete the provision of the Services:
- 16.2. If the dissolution takes place at the initiative of the client on the basis of reasons for which we are not liable, we retain the right to the full amount of the agreed fees, without prejudice to our right to claim compensation for damages from the client for all losses suffered. Such compensation for damages may only be claimed if the dissolution took place in an untimely or unlawful manner.
- 16.3. If the dissolution of the Contract takes place at the client's initiative, on the basis of reasons for which we are liable, we retain the right to that part of the fees consistent with the part of the Services provided up to the date of dissolution, without prejudice to the client's right to claim compensation for damages from us, in accordance with the provisions and within the limits laid down in Articles 17 and 18 below.
- 16.4. If the dissolution of the Contract takes place at our initiative, without reasons for which the client is liable, we retain the right to that part of the fees consistent with the part of the Services provided up to the date of dissolution, without prejudice to the client's right to claim compensation for damages from us, in accordance with the provisions and within the limits laid down in Articles 17 and 18 below. Such compensation for damages may only be claimed if the dissolution took place in an untimely or unlawful manner.
- 16.5. If the dissolution takes place at our initiative, on the basis of reasons for which the client is liable, we retain the right to the full amount of the agreed fees, without prejudice to our right to claim compensation for damages from the client for all losses suffered.

VI. Our liability

Article 17 - Liability – Commitment

- 17.1. Except in the case of any statutory provision to the contrary, every claim against us on the basis of or relating to this Contract can be validly filed only within three years of the date of the action or omission invoked against us.
- 17.2. The client undertakes to pay us and to indemnify us against any legal claim on the grounds of negligence or against every court decision obtained by a third party for compensation for damages in relation to the Contract (including interest and legal fees), unless the decision is the direct and immediate consequence of a deliberate fault or fraud on our part.
- 17.3. Only we shall be liable for the provision of the Services. Consequently, the client accepts that it shall not make any claim arising from or relating to this Contract, on contractual, non-contractual or any other grounds, against one of our Employees or entities within our Network. The above exclusion does not apply to any liability which cannot be excluded according to Belgian law.

Article 18 - Limitation of Liability

- 18.1. We shall provide the Services with due care and in compliance with the professional rules and statutory provisions. Subject to any statutory provision or professional rules to the contrary, the Services that we agree to provide are effort obligations, not result obligations.
- 18.2. Our liability in respect of the client for damages relating to the Contract is limited as follows, even if the client represents more than one party:
 - a) Our full liability (contractual, non-contractual or otherwise) for all Services provided under this Contract is limited to three times the invoiced and paid fees for the Services that give rise to the liability, to a maximum of €100,000.
 - b) The limitations referred to in item a) above shall not apply solely when our liability is the result of a personal deliberate error or personal fraud. Consequently, these limitations explicitly apply to all responsibilities arising from any error for which we are liable.
 - c) If two or more incidences of damage prove to be the result of the same error that we have made, they shall be deemed to constitute a single incidence of liability and our liability for this will consequently be limited to the highest liability amount applying to the orders or contracts concerned.
 - d) In the absence of any mandatory legal provision to the contrary, we shall in no case be liable for the damage arising from (a) loss of earnings, goodwill, trading opportunities or expected savings or benefits, (b) the loss of, or abuse of data or from (c) indirect loss or damage.

Article 19 - Fraud detection, errors and non-compliance with laws and regulations

The client holds sole responsibility for the protection of its assets and for prevention and detection of fraud, errors and non-compliance with laws and regulations. Consequently, we shall in no case be liable for any damage caused in any way by or in relation to fraudulent or negligent actions or omissions, false statements or non-compliance by the client or its representatives, employees, managers, fellow contract parties or agents, or by one of the entities affiliated to the client and its representatives, employees, managers, fellow contract parties or agents, or by any third party.

Article 20 - Use of our Deliverables

Subject to any statutory provision to the contrary:

- a) all Deliverables are intended solely for the benefit and use of the client, and limited, if applicable, to the purpose described in the Engagement Letter. We shall not organise or perform our work to enable a third party to base its actions on this or with a view to any specific transaction, so that we will not respond specifically to elements that may be of importance for a third party, and there may be matters that could be assessed differently by a third party, where applicable in connection with a specific transaction;
- b) the Deliverables may not be transferred to or used by any other person for any other purpose without our prior written consent, which may be granted independently of restrictions or conditions. The client undertakes (i) to notify us if it intends to present the Deliverables to or permit their use by a third party and (ii) to request our prior written consent for this. This clause does not apply to disclosures required by law;
- c) we shall have no due care obligation or liability in respect of any third party which could come into possession of the Deliverables.

Article 21 - Electronic data exchange

- 21.1. During the provision of the Services, the parties may communicate electronically. However, it is not possible to guarantee that the electronic data transfer can take place entirely securely, without viruses or errors, and consequently such data transmissions could be hacked, falsified, lost, deleted, delayed or made unusable. The parties acknowledge that no system or procedure can completely rule out such risks.

21.2. The parties hereby confirm that they accept these risks, permit the use of electronic communication and agree to deploy all available and appropriate measures to detect the most common viruses before sending on information electronically. Each party shall be responsible for the protection of its own systems and interests with regard to the electronic communication and no party can be held liable in any way or form, on contractual or criminal grounds (including on the grounds of negligence) or on any other grounds for any loss, error or omission resulting from or relating to the use of electronic communication between the parties.

VII. Miscellaneous provisions

Article 22 - Independent service provider

In the provision of Services, we act solely as an independent service provider. Explicitly subject to provisions to the contrary in the Engagement Letter, we do not undertake to comply with any statutory or contractual obligations of the client or to accept any responsibility concerning its activities or actions.

Article 23 - Force majeure

No party may be held liable in respect of the other party or parties if its non-compliance with its obligations is the result of circumstances that can reasonably be deemed to be beyond its control, including every recommendation, warning or prohibition by any competent local, national, foreign or supra-national government agency or under any new policy of one of the parties, for example concerning travel to certain countries or regions. Without prejudice to the provisions of Article 15 above, if circumstances persist in which a party is unable to comply with its obligations for an uninterrupted period of 30 days, a party shall have the right to cancel the Contract by means of written notice and in observance of a notice period of 15 days at any time after the expiration of that period of 30 days.

Article 24 - Waiver

No waiver of any provision of the Contract shall have effect unless it is recorded in writing and signed by the party waiving that provision.

Article 25 - Changes

Each change to the Contract shall have consequences only if it is agreed in writing and signed by each party. Until a change is agreed in writing, each party shall continue to comply with the provisions of the latest agreed version of the Contract.

Article 26 - Nullity

26.1. No provision of the Contract may have as its subject, objective or consequence the infringement of any binding statutory provision or any provision of public order.

26.2. If any provision of the Contract is declared to be partially or fully invalid or unenforceable, the relevant provision (or, as the case may be, the relevant part of that provision) shall not be deemed to form part of the Contract. In no case will this prejudice the validity and enforceability of the other parts of the Contract.

26.3. Furthermore, the parties shall immediately open negotiations in good faith in order to replace the provision declared to be invalid or unenforceable, with retroactive effect to the Commencement Date where appropriate, by another valid and enforceable provision, the legal consequences of which match those of the provision declared to be invalid or unenforceable as closely as possible.

Article 27 - Transfer

Without prejudice to the consequences attached by law to the transfer of general matters or business units, mergers, splits and equated actions, the parties may not transfer, encumber or in any way trade any of their rights and obligations pursuant to this Contract without the prior written consent of the other parties to the Contract.

Article 28 - Applicable law and competent court

28.1. This Contract is governed by and shall be interpreted solely in accordance with Belgian law, to the exclusion of every Belgian, foreign or international referral rule.

28.2. If any dispute arises relating to the Contract or the Services, this dispute will lie within the exclusive jurisdiction of the courts of the judicial district of Antwerp, Antwerp division.