suits

Suits Finance Accountants BV

Belgium Annex to the Group Master Terms

Belgium Annex to the Suits Group Master Terms

Version 1.0 · effective from 1 November 2026

This Annex exists because Belgian law, the ITAA code of ethics and Belgian consumer protection law deviate from the Group Master Terms on a number of points on a mandatory basis.

1. Application

1.1 This Annex applies when the Suits Entity named in the Engagement Letter is Suits Finance Accountants BV, with its registered office at Parklaan 22 bus 12, 2300 Turnhout, enterprise number BE 1038.052.032, ITAA number 53.565.016, holding the professional title of tax accountant (fiscaal accountant), granted in Belgium.

1.2 In this Annex, capitalised terms have the meaning given to them in the Group Master Terms.

1.3 If an Engagement Letter uses the words "the Customer" (de Klant), "the Client" (de Cliënt), "the Firm" (het Kantoor) or "the Practitioner" (de Beroepsbeoefenaar), "the Customer" and "the Client" mean the same as "you", and "the Firm" and "the Practitioner" mean the same as "we" in the Group Master Terms.

1.4 If documents conflict, Article 3 of the Group Master Terms applies. For that purpose, the appendices to the Engagement Letter form part of the Engagement Letter. Mandatory law always prevails.

2. Professional rules

2.1 We are recognised by the Institute for Tax Advisors and Accountants (ITAA). We perform the Services in accordance with the Act of 17 March 2019 on the professions of accountant and tax adviser and the ITAA code of ethics.

2.2 We record every engagement in a written Engagement Letter, as the professional rules require.

2.3 We are insured for our professional liability under an insurance contract approved by the ITAA, as the law requires. At your request, we give you the details of the insurer and the geographical coverage.

2.4 We and our Personnel are bound by professional secrecy. Professional secrecy only gives way where the law obliges or authorises us to disclose information.

2.5 We may only transfer the Agreement to a Group Company that is recognised by the ITAA. We inform you of this in Writing in advance, with the full details and the ITAA number of the transferee. If you are a Consumer, a transfer only takes place with your consent, unless the transferee offers you the same guarantees, including equivalent professional liability insurance.

2.6 We do not retain your accounting documents or other documents that belong to you as security for unpaid fees. We hand over your bookkeeping records, including the journals, accounts, balance sheets, inventory book, account histories and copies of filed returns, to you without delay at your request, even if fees remain outstanding. Article 10.7 of the Group Master Terms only applies to our internal working papers and to advice and reports that have not yet been paid for.

3. Anti money laundering legislation

3.1 We are subject to the Act of 18 September 2017 on the prevention of money laundering and terrorist financing and on the restriction of the use of cash.

3.2 The Agreement only starts once we have fully identified you, your representatives and your ultimate beneficial owners. Until then, the Agreement is suspended.

3.3 We do not accept cash payments above the amount permitted by law.

3.4 We keep the identification data and the documents relating to your transactions for the period required by that Act, also after the end of the Agreement.

4. Invoicing and payment

4.1 If you are a business established in Belgium that is subject to VAT and required to receive e-invoices, you receive our invoices through the Peppol network and you give us your Peppol address. In other cases, you receive our invoices in another electronic format, unless you give us a Peppol address.

4.2 If you are a Business Client and you do not pay an invoice by its due date, the following are due by operation of law and without notice of default:

4.2.1 the interest set out in the Act of 2 August 2002 on combating late payment in commercial transactions;

4.2.2 the fixed compensation for recovery costs set out in that Act;

4.2.3 fixed damages of ten per cent of the unpaid amount, with a minimum of € 125.

4.3 If you are a Consumer and you do not pay an invoice by its due date, we first send you a free reminder with a period of at least fourteen calendar days. If you do not pay within that period, the following are due: late payment interest equal to the reference interest rate plus eight percentage points, and fixed compensation equal to the maximum amount under Article XIX.4 of the Code of Economic Law.

5. Term and termination

5.1 For bookkeeping services, the notice period is three months. It starts on the first day of the month following the notice.

6. Liability

6.1 The limitations in Article 17 of the Group Master Terms do not apply in case of wilful misconduct, gross negligence or fraud by us or by our employees or agents.

6.2 Our Personnel and Group Companies may rely against you on all defences and limitations under the Agreement, to the extent the law allows.

7. Consumers

7.1 This Article only applies if you are a Consumer.

7.2 If you conclude the Agreement at a distance or off-premises, you have the right to withdraw from the Agreement within fourteen days of its conclusion without giving any reason. To do so, you use the model withdrawal form in the appendix, or another unequivocal statement to us.

7.3 We only start within that fourteen day period if you expressly request it. If you withdraw after that, you pay an amount proportionate to what we have already performed. If the Service has been fully performed with your express consent and your acknowledgement that you then lose your right of withdrawal, you can no longer withdraw.

7.4 Article 17.9 of the Group Master Terms (time bar) does not apply. The statutory limitation periods apply.

7.5 Article 20.1 of the Group Master Terms applies for the term of the Agreement and twelve months after its end.

7.6 If we change our rates or these terms during an Agreement for an indefinite term, we notify you at least thirty days in advance and you may terminate the Agreement free of charge before the change takes effect. For an Agreement for a fixed term or a One-off Service, we do not change rates or terms unilaterally, except for indexation in accordance with a formula set out in the Engagement Letter.

7.7 You can bring a dispute before the court that has jurisdiction under the law, including the court of your domicile. We only bring proceedings against you before the court designated by law. Article 10.2 does not apply to you. You can also turn to the Consumer Mediation Service.

8. Complaints and disputes

8.1 You send us any complaint about our Services or an invoice in Writing. We first try to find a solution together.

8.2 You or we may refer a dispute to the ITAA for an attempt at conciliation. For a dispute about fees, we follow the ITAA procedure if you or we ask for it.

9. Retention periods

9.1 We keep our working papers and your data for the periods required by accounting law, tax law, the anti money laundering Act and our professional rules. After that, we destroy or anonymise them.

For data we process as a processor, Article 9 of the Data Processing Terms applies.

10. Governing law and competent court

10.1 The Agreement is governed by Belgian law.

10.2 Every dispute falls under the exclusive jurisdiction of the Enterprise Court of Antwerp, Turnhout division, without prejudice to Article 7.7 for Consumers.

11. Language

11.1 This Annex exists in Dutch, French and English. The language of the Engagement Letter you signed prevails.

Appendix: model withdrawal form

(Complete and return this form only if you wish to withdraw from the Agreement.)

To: Suits Finance Accountants BV, Parklaan 22 bus 12, 2300 Turnhout, contact@suitsfinance.com

- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract for the provision of the following service:
- Ordered on:
- Name of consumer(s):
- Address of consumer(s):

- Signature of consumer(s) (only if this form is notified on paper):
- Date:

(*) Delete as appropriate.