



Suits Group

Group Master Terms

Suits Group Master Terms

Version 1.0 · effective from 1 November 2026

These Terms apply to every engagement with a company of the Suits group. The company you contract with is the one named in your Engagement Letter. The Annex for that company and the Service Description in your Engagement Letter apply together with these Terms.

1. Definitions and interpretation

1.1 In these Terms:

1.1.1 "we", "us" and "our" mean the Suits Entity named in the Engagement Letter, and only that company.

1.1.2 "you" and "your" mean the client named in the Engagement Letter. If more than one person signs as client, "you" means each of them, jointly and severally.

1.1.3 "Agreement" means the Engagement Letter, the Commercial Agreement, the Service Description, the Annex, the Data Processing Terms where they apply, and these Terms together.

1.1.4 "Annex" means the annex or annexes that apply to the Suits Entity named in the Engagement Letter; for SUITS LEGAL GROUP LTD, the Legal Annex and the Netherlands Annex.

1.1.5 "Authority" means any tax, customs, company, immigration, licensing, regulatory, judicial or other public body, in any country.

1.1.6 "Business Client" means a client who engages us for purposes of its trade, business, craft or profession.

1.1.7 "Commercial Agreement" means the quote, and the WhatsApp messages or emails from a Suits business number or business email account, in which you and we agreed the Fees, the Services you chose and the concrete scope of those Services, including arrangements on these points that are not in the Engagement Letter, as confirmed by our Invoice.

1.1.8 "Consumer" means a natural person who engages us for purposes wholly or mainly outside his or her trade, business, craft or profession.

1.1.9 "Deliverable" means any advice, memo, return, filing, report, financial statement, document, template, model or other work product we provide to you.

1.1.10 "Engagement Letter" means the engagement letter, opdrachtbrief, service agreement or retainer agreement signed or accepted by you and us.

1.1.11 "Fees" means the amounts payable to us for the Services, as set out in the Commercial Agreement or the Engagement Letter, excluding VAT and Third Party costs.

1.1.12 "Group Company" means any company that, directly or indirectly, controls, is controlled by, or is under common control with the Suits Entity, including common control by the same natural persons, and any other company that operates under the Suits brand and is listed at suitsfinance.com/terms.

1.1.13 "Invoice" means an invoice we issue, including through Odoo or another invoicing system.

1.1.14 "Loss Event" means an act or omission, or a series of connected acts or omissions arising from the same cause or the same error, that gives rise to a claim.

1.1.15 "One-off Service" means a Service with a defined end result, such as an incorporation, a tax return for a single year, a memo or a registration.

1.1.16 "Personnel" means the directors, partners, managers and employees of the Suits Entity and of every Group Company, and individuals who work within their organisation as freelancers, including our back office teams, whatever their location.

1.1.17 "Recurring Service" means a Service provided on a continuing basis, such as bookkeeping, periodic returns or monthly advisory.

1.1.18 "Service Description" means the part of the Engagement Letter that describes the standard Services.

1.1.19 "Services" means the services we agreed to provide under the Agreement.

1.1.20 "Suits Entity" means the company of the Suits group named as contracting party in the Engagement Letter.

1.1.21 "Third Party" means any person who is not the Suits Entity, a Group Company or our Personnel, including filing partners, local correspondents, lawyers, notaries, registered agents, auditors, banks, payment service providers, insurers, software providers and Authorities. Lawyers, local practitioners and other professionals who act under their own licence, admission or professional title are Third Parties, also when we engage them as subcontractors.

1.1.22 "Writing" and **"written"** include email, messages through our client portal, electronic signature platforms and WhatsApp.

1.2 Headings are for convenience only. "Including" means "including without limitation".

2. Application and acceptance

2.1 These Terms apply to every offer, quote, Engagement Letter and Service of the Suits Entity, and to every later or additional engagement between you and us.

2.2 You accept the Agreement by signing the Engagement Letter by hand or electronically, by accepting it through our onboarding flow, including Odoo or Tally, or by paying an Invoice or asking us to start the Services after we have provided you with the Engagement Letter, the Annex and these Terms. This does not replace an express consent or a signature that the law or the Engagement Letter requires. We only send our first Invoice or start work after we have provided you with the Engagement Letter, the Annex and these Terms.

2.3 We provide these Terms and the Annex to you before the Agreement is concluded. They are included in, or attached to, the Engagement Letter. You confirm that you received them.

2.4 Your own general terms do not apply. This applies even if you refer to them in a purchase order or other document.

2.5 Deviations from these Terms are only valid if we agree to them in Writing.

3. Structure and order of precedence

3.1 If the documents that form the Agreement conflict, the following order applies:

3.1.1 mandatory law;

3.1.2 the Commercial Agreement, but only for the Fees, the Services you chose and the concrete scope of those Services. If a WhatsApp message or email sets out an arrangement more specifically than the Engagement Letter, that specific arrangement applies. If several arrangements deal with the same point, the most recent one applies;

3.1.3 the Engagement Letter, for all legal terms;

3.1.4 the Service Description;

3.1.5 the Invoice, which only confirms the Commercial Agreement. A description on an Invoice does not extend the Services and does not deviate from Article 6, Article 7 or Article 17;

3.1.6 the Annex;

3.1.7 these Terms.

3.2 Neither the Commercial Agreement nor the Engagement Letter can deviate from Article 6, Articles 7.6 to 7.8 or Article 17, from a provision of the Annex that implements professional rules or anti money laundering rules, or from a provision that excludes a guarantee of outcome, unless the Engagement Letter does so expressly and refers to the article concerned.

4. Contracting entity, Group Companies and Personnel

4.1 Only the Suits Entity is your contracting party. No Group Company is a party to the Agreement. No Group Company is liable to you, jointly or otherwise, for the Services.

4.2 Personnel of Group Companies may support the Suits Entity in its contact with you. Only the Suits Entity concludes, changes or ends the Agreement, through its directors or persons it has authorised for that purpose. Personnel of Group Companies do not bind any other company.

4.3 We may have the Services performed, in whole or in part, by our Personnel, by Group Companies or by Third Parties we select. This does not change who your contracting party is.

4.4 You can only bring a claim in connection with the Services against the Suits Entity. You waive any claim against our Personnel and against Group Companies, to the extent the law allows. Our Personnel and Group Companies may rely on this article and on every limitation and exclusion in these Terms as if they were a party.

4.5 Nothing in this article limits liability that cannot be limited under mandatory law, including liability to you as a data subject under data protection law.

5. Scope, Commercial Agreement and additional work

5.1 The Services are the Services you chose in the Commercial Agreement or the Engagement Letter, with the content described in the Service Description. A service that the Service Description describes but that you did not choose is not part of the Services.

5.2 By signing or otherwise accepting the Engagement Letter you confirm that the Commercial Agreement correctly reflects what we agreed. You cannot later rely on the informal nature of a WhatsApp message or email to dispute its content.

5.3 Work outside the Services is additional work. We only perform additional work after you or we confirm it in Writing.

5.4 Additional work is charged at the fee agreed for it. If no fee is agreed, our hourly rate then in force applies.

5.5 If you ask us to perform a service that is not in the Service Description and the Commercial Agreement does not describe it, the scope is limited to what you asked in Writing and what is reasonably necessary to perform that request. That service is additional work under Articles 5.3 and 5.4.

6. How we perform the Services

6.1 We perform the Services with the care and skill that may be expected of a professional service provider in our field. Our obligations are obligations of means, not of result.

6.2 We do not guarantee any tax, legal, administrative, regulatory, banking or judicial outcome. Decisions of Authorities, banks and other Third Parties are outside our control.

6.3 Timelines we give are estimates. They are not binding unless the Engagement Letter expressly states that a deadline is a fixed deadline.

6.4 We rely on the information, documents and explanations you and your representatives provide. We do not verify their accuracy or completeness, unless the Service Description expressly includes verification as a Service.

6.5 Our advice, including advice on tax and legal matters, is based on our understanding of the law, regulations and practice in force on the date of the advice. We have no duty to update a Deliverable after it has been delivered or after the Services have ended, unless we agree otherwise in Writing.

6.6 We only advise on the law of a country if the Service Description expressly includes that country. Comments on other laws are general observations that you may not rely on.

6.7 All management, business and policy decisions remain with you and your directors. This also applies when we provide bookkeeping or CFO services, and it includes the decision whether and how to follow our advice. We do not act as your director, formal or de facto, and we do not manage your business.

6.8 Our Services are not an audit or review, unless the Service Description expressly says so. They are not designed to detect fraud, illegal acts or other irregularities. You remain fully responsible for setting up and maintaining internal controls and systems that prevent and detect them.

7. Your obligations

7.1 You provide us, on time and in the form we ask, with all information and documents we need to perform the Services. You make sure they are correct, complete and not misleading.

7.2 You inform us without delay of every fact or change that may affect the Services, including changes in your shareholders, directors, beneficial owners, activities, residence or tax position, and every letter or assessment you receive from an Authority.

7.3 You meet the deadlines set out in the Engagement Letter or the Service Description. If no deadline is set, you respond to our requests within eight days.

7.4 You review every draft return and filing we send you. We only submit a return or filing after your approval in Writing.

7.5 If you do not meet your obligations under this article, we are not liable for the consequences, including missed deadlines, penalties, interest and surcharges. We may charge the extra work at our hourly rate, and we may suspend the Services.

7.6 You remain responsible at all times for complying with your legal obligations, including your obligations under tax, accounting, company, social security and anti money laundering law, and for paying taxes, contributions and duties on time. This also applies to obligations for which we provide a Service.

7.7 When we prepare or submit a return or filing, we do so on your behalf, on the basis of your information and after your approval. It remains your return or filing. We do not take over your legal obligations. We do

not act as your fiscal representative or in any other capacity in which we answer for your taxes alongside you, unless the Engagement Letter expressly says so.

7.8 We only monitor the deadlines of returns and filings that the Commercial Agreement or the Engagement Letter expressly names as our Service. We submit such a return or filing before its legal deadline if you provided all information and documents we need, complete, at least ten working days before that deadline, unless the Engagement Letter sets another term. You monitor all other deadlines yourself.

8. Third Parties

8.1 Where possible, we engage Third Parties in your name and for your account. The Third Party then contracts with you directly, under its own terms.

8.2 We select Third Parties with reasonable care. We are not liable for the acts, omissions, delays or insolvency of Third Parties, or for decisions of Authorities.

8.3 If we engage a Third Party in our own name to perform part of the Services, we are responsible for that part as for our own work, within the limits of Article 17.

8.4 Where a Third Party limits its liability, we may accept that limitation on your behalf.

8.5 We may refer you to Third Parties for services we do not provide. If you engage them, you do so directly and under their own terms. We may receive a fee from a Third Party for a referral. We tell you if we do, when you ask.

9. Fees, costs and advance payments

9.1 You pay the Fees set out in the Commercial Agreement or the Engagement Letter.

9.2 Fees exclude VAT and other taxes, which we add where applicable.

9.3 Fees exclude government fees, filing fees, notary fees, registered agent fees and other Third Party costs, unless the Commercial Agreement states that they are included. We charge these costs to you at cost, or you pay them directly.

9.4 Government fees and Third Party costs that we have paid or committed are not refundable, whatever the outcome.

9.5 For One-off Services we may ask for payment in full or in part before we start. We are not obliged to start, or to advance any costs, until we have received that payment.

9.6 We may adjust our hourly rates and recurring Fees once a year, to reflect changes in our costs, salaries and inflation. This also applies to Fees set out in the Commercial Agreement or the Engagement Letter, unless they expressly state that the Fees are fixed for a stated period. We inform you in Writing at least thirty days before the change takes effect. The Annex may set out indexation rules.

10. Invoicing and payment

10.1 We invoice electronically. Where the law requires a specific e-invoicing format or network, we use it.

10.2 You pay each Invoice within the term stated in the Engagement Letter or on the Invoice. If no term is stated, you pay within fourteen days of the Invoice date.

10.3 If you dispute an Invoice, you tell us in Writing within fifteen days of the Invoice date, with your reasons. After that term, the Invoice is deemed accepted. A dispute about part of an Invoice does not suspend payment of the rest.

10.4 If you are a Business Client, you pay without set-off, deduction or suspension.

10.5 If you do not pay on time, late payment interest and recovery costs are due as set out in the Annex. If one Invoice is overdue, we may declare all other Invoices immediately due.

10.6 If you do not pay on time, we may suspend the Services after a reminder in Writing, until you have paid in full. We are not liable for the consequences of that suspension.

10.7 Subject to the professional rules set out in the Annex, we may retain Deliverables and working papers until you have paid all amounts due. We never retain your original documents where the law or professional rules prohibit this.

11. Term and termination

11.1 A One-off Service ends when it is completed. A Recurring Service continues for an indefinite period, unless the Engagement Letter sets a fixed term.

11.2 Either party may terminate a Recurring Service by notice in Writing, with the notice period stated in the Engagement Letter. If none is stated, the notice period is one calendar month, ending at the end of a calendar month, unless the Annex provides otherwise.

11.3 We may terminate the Agreement, or suspend the Services, with immediate effect by notice in Writing if:

11.3.1 you do not pay an amount due within fourteen days after a reminder in Writing;

11.3.2 you materially breach the Agreement and, where the breach can be remedied, do not remedy it within fourteen days of our notice;

11.3.3 you do not complete our customer due diligence, or our screening shows a risk we are not willing or not allowed to accept;

11.3.4 continuing the Services would conflict with the law, with sanctions, or with our professional rules;

11.3.5 you gave us false or misleading information;

11.3.6 you become insolvent or subject to a similar procedure.

Suspension for late payment is governed by Article 10.6 only.

11.4 Where the law prohibits us from explaining a refusal or termination, we will not give reasons.

11.5 On termination, you pay the Fees for the Services performed up to the date of termination, the costs we committed, and the Fees for work you ask us to finish. Fees for Recurring Services remain due for every period that has started. For a One-off Service with a fixed Fee, the Services performed are charged at our hourly rate, up to the fixed Fee.

11.6 Articles that by their nature survive termination, including Articles 12, 13, 16, 17, 19 and 20, remain in force.

11.7 When a Service ends, for whatever reason, our work for that Service ends on the end date. Returns, filings and annual accounts that we have not submitted by then, including those for periods before the end date, are not included, unless you ask us in Writing before the end date to finish them and you pay the Fees for that work. From the end date, you are responsible for all deadlines.

12. Customer due diligence, anti money laundering and sanctions

12.1 We carry out customer due diligence on every client, whether or not the law requires it. Before we start, and during the Services, we identify and verify you, your representatives and your beneficial owners, and we assess the purpose of the relationship and, where needed, the source of funds and wealth. The Annex states which anti money laundering law applies to us.

12.2 You provide all information and documents we ask for this purpose, promptly and in full.

12.3 We do not start or continue the Services until our due diligence is complete.

12.4 We may be obliged by law to report suspicions to the competent Authorities. We are not allowed to inform you of such a report. A report is not a breach of the Agreement or of our duty of confidentiality, and we are not liable for its consequences.

12.5 We may refuse or end an engagement if you, your beneficial owners or the transaction are subject to sanctions, or if our risk assessment requires it.

12.6 We are not liable for the consequences of not starting, suspending or ending the Services under this article or Article 11.3.3, including missed deadlines, penalties, interest and surcharges.

13. Confidentiality and professional secrecy

13.1 We keep your confidential information confidential. We only use it to perform the Services, to meet our legal and professional obligations, and for management and reporting within the group as described in our Group Privacy Policy.

13.2 You keep our confidential information confidential, including our fees, methods, templates, structures and know-how.

13.3 Confidentiality does not apply to information that is public other than through a breach of the Agreement, that the receiving party already lawfully had, or that it received lawfully from a third party.

13.4 We may disclose your information:

13.4.1 to our Personnel, Group Companies and Third Parties who need it for the Services and are bound by confidentiality;

13.4.2 to our insurers, auditors and professional advisers;

13.4.3 where the law, an Authority, a court or our professional rules require it, including anti money laundering reports and mandatory disclosure of tax arrangements;

13.4.4 to defend ourselves in any claim, complaint or disciplinary procedure;

13.4.5 to Group Companies for management and reporting within the group, limited to what is needed for that purpose, if they are bound by confidentiality, and subject to the rules on professional secrecy in the Annex.

13.5 Where the law places a reporting obligation for a tax arrangement on you, we will inform you. You remain responsible for that report.

13.6 These obligations continue for five years after the end of the Agreement, and in any case for as long as we keep your information. Professional secrecy and trade secrets remain protected for as long as the law or their confidential nature requires.

14. Data protection

14.1 We process personal data in accordance with our Group Privacy Policy, available at suitsfinance.com/privacy-policy.

14.2 Where we process personal data on your behalf as a processor, the Suits Data Processing Terms apply. They are available at suitsfinance.com/terms and form part of the Agreement.

14.3 You confirm that you may lawfully provide us with the personal data of your staff, customers, family members and other persons, and that you have informed them where the law requires it.

15. Communication, software and AI tools

15.1 We communicate by email, through our client portal, by video call and by WhatsApp. You accept these channels as valid for all communication under the Agreement, including approvals.

15.2 Electronic communication carries risks, including interception, loss, delay and viruses. We take reasonable security measures. We are not liable for damage caused by these risks, except in case of our intent or gross negligence.

15.3 You keep your notification email address up to date. Communications sent to the last address you gave us are deemed received.

15.4 We use software and cloud tools, including tools with artificial intelligence, to perform the Services. We select them with care for confidentiality and data protection. We only use artificial intelligence tools under business terms that do not allow the provider to use your data to train its models. We remain responsible for every Deliverable we provide.

15.5 Our records of communications and systems are proof of their content and timing, unless you prove otherwise.

16. Intellectual property and use of Deliverables

16.1 We keep all intellectual property rights in our Deliverables, templates, methods, models and know-how.

16.2 Once you have paid the Fees for a Deliverable, you may use it for the purpose for which we prepared it, for your own internal use.

16.3 Deliverables are prepared only for you. No bank, investor, buyer, Authority or other third party may rely on a Deliverable without our prior consent in Writing. If you share a Deliverable, you do so at your own risk and you indemnify us against claims of that third party.

16.4 You warrant that the materials you give us do not infringe the rights of any third party.

17. Liability

17.1 Our total liability for all claims arising from one Loss Event is limited to the Fees paid or payable for the Service concerned:

17.1.1 for a Recurring Service, the Fees paid or payable for the twelve months before the Loss Event;

17.1.2 for a One-off Service, the Fees paid or payable for that Service.

17.2 All Loss Events under the same Service together are subject to one limit. For a Recurring Service, that limit is based on the Fees for the twelve months before the first Loss Event. The limit applies to the total liability of the Suits Entity, the Group Companies and our Personnel together.

17.3 If the limit in Article 17.1 cannot be relied on, or if mandatory law requires a higher limit, our liability is limited to the amount our professional indemnity insurer pays out in that case, including any deductible borne by us. If no insurance covers the case, our liability is limited to the higher of EUR 10,000 and the Fees referred to in Article 17.1.

17.4 We are not liable for indirect or consequential loss, including loss of profit, loss of revenue, loss of opportunity, loss of goodwill or reputation, business interruption and loss of data.

17.5 Taxes, contributions, duties and tax interest you owe under the law are not loss, also if they are only assessed after an audit, a correction or a change of position. Only if you prove that you would not have owed them had we performed our Service correctly, can the difference be loss, within the limits of this article. Penalties and surcharges are for your account, unless they result solely from our error in a Service we performed. They are always for your account if they result from late, incomplete or incorrect information, or late approval, from you.

17.6 We are not liable for loss arising, directly or indirectly, from fraud, illegal acts or other irregularities in your business, whether committed by you, your directors, your staff or third parties.

17.7 We are not liable for changes in law, regulations, case law or administrative practice, or in their interpretation, after the date of our advice, nor for the consequences of those changes. This does not apply to changes that a careful adviser in our field would have taken into account on the date of our advice.

17.8 If other persons are also liable for the same loss, we are only liable for the share that corresponds to our contribution, to the extent the law allows.

17.9 You lose any claim against us unless you notify us in Writing within six months after you discovered, or should reasonably have discovered, the facts on which the claim is based, and in any event within one year after the Loss Event. If you notified us in time, you lose the claim unless you start proceedings within one year after your notice.

17.10 You indemnify us, our Group Companies and our Personnel against all claims of third parties, including Authorities, arising from information, instructions or acts of you or your representatives. This includes claims arising from intellectual property notices, takedown requests and complaints we send on your instructions.

17.11 This article does not limit or exclude liability for:

17.11.1 our intent, fraud or gross negligence;

17.11.2 death or personal injury caused by our negligence;

17.11.3 any liability that cannot be limited or excluded under mandatory law, including the mandatory rights of Consumers and liability to you as a data subject under data protection law.

18. Force majeure

18.1 We are not liable for failure or delay caused by circumstances beyond our reasonable control. These include failures of systems, software, internet and telecommunication, outages of government portals and filing systems, delays and decisions of Authorities, changes in law, pandemics, war, sanctions, strikes and natural disasters.

18.2 If force majeure lasts more than sixty days, either party may terminate the affected Service by notice in Writing. You pay for the Services performed up to that date.

19. Documents and records

19.1 We return your original documents at your request once the Services have ended, subject to Article 10.7.

19.2 Our working papers remain our property. We keep them for the periods required by law and our professional rules, as set out in the Annex.

19.3 When a Recurring Service ends, we provide one free digital export of the bookkeeping records we hold for you, in a standard format of our choice. Other exports, conversions and assistance to a new adviser are additional work. You are responsible for keeping your own records for the legal retention period.

20. Non-solicitation

20.1 During the Agreement and for twenty four months after its end, you do not solicit, employ or engage, directly or indirectly, any of our Personnel, without our prior consent in Writing. This applies to the Personnel of the Suits Entity and of every Group Company.

20.2 If the period in Article 20.1 is held to be unenforceable, the period is eighteen months, and if that period is also unenforceable, twelve months. If the scope is held to be too wide, the restriction applies to the Personnel with whom you had contact during the Agreement.

20.3 A general job advertisement not aimed at our Personnel is not a breach.

21. Changes to these Terms

21.1 We may change these Terms for a valid reason, such as a change in law or professional rules, a change in our Services, systems or organisation, or a change in the Suits group. We inform you in Writing at least thirty days before a change takes effect.

21.2 If a change materially affects your rights, you may terminate the affected Services by notice in Writing before the change takes effect. The existing Terms then continue to apply until termination.

21.3 A change never applies to Services that were completed before it took effect.

22. Consumers

22.1 If you are a Consumer, nothing in the Agreement limits the rights you have under the mandatory law of the country where you live, where that law applies.

22.2 The Annex sets out the additional rules that apply to Consumers, including any right of withdrawal.

23. General

23.1 If a provision of the Agreement is invalid or unenforceable, the other provisions remain in force. The invalid provision is replaced by a valid provision that comes as close as possible to its purpose, and where a limitation is too wide, it applies to the maximum extent the law allows. This replacement does not apply to a term that does not bind a Consumer under consumer protection law.

23.2 You may not transfer your rights or obligations under the Agreement without our prior consent in Writing. We may transfer the Agreement to a Group Company that is authorised to perform the Services, after informing you in Writing.

23.3 A failure or delay by us to exercise a right is not a waiver of that right.

23.4 The Agreement is the entire agreement between you and us on its subject. It replaces earlier arrangements on the same subject, except the Commercial Agreement.

23.5 The Agreement may be made in several languages. The language of the Engagement Letter you signed prevails, unless the Annex states that its English version is binding.

24. Governing law and disputes

24.1 The Agreement is governed by the law stated in the Annex.

24.2 Disputes are settled as set out in the Annex. Before starting proceedings, you and we try to settle the dispute amicably, for at least thirty days after one party notifies the other in Writing. This does not prevent either party from seeking urgent interim or conservatory measures, or us from claiming payment of an Invoice that you did not dispute in accordance with Article 10.3.