

## TERMS AND CONDITIONS

1. *The following terms and conditions apply to all contractual relationships between BPO Tax & Accountancy s.p.r.l. (hereafter referred to as BPO) and its clients (hereafter referred to as the Client), irrespective of any conflicting terms and conditions of the Client requiring BPO's prior, written and express acceptance. These terms and conditions are made known to the Client by their addition to the letter of engagement, their inclusion on the reverse of invoices and on BPO's Internet website. The Client is therefore deemed to have acquainted himself with these terms and conditions and to accept them unconditionally. Acceptance of BPO's services shall be understood as acceptance of these terms and conditions. BPO reserves the right to amend the terms and conditions at any time.*
2. *BPO shall undertake the assignments entrusted to it independently, in good conscience and impartially. BPO may, on its own responsibility, have all or part of its assignments undertaken by collaborators, delegates or agents of its choice, with the exception of representation, where only persons specifically designated in the proxy shall be empowered to act.*
3. *BPO, its collaborators, delegates or agents undertake to respect the confidentiality of information provided by the Client and to respect professional secrecy.*
4. *The Client undertakes to provide BPO, within a reasonable period of time, with accurate and sufficiently precise information and documents and, within the same time period, to notify BPO of any information useful for the correct execution of the assignment. Under no circumstances can BPO be held responsible where time limits are exceeded for reasons attributable to the Client, third parties or force majeure.*
5. *Invoices issued by BPO are payable within eight days. Services must be covered by provisional payments made on demand by BPO. Fees shall be indexed annually, unless the contrary is expressly stipulated in writing and accepted by BPO. Any complaint in respect of the fees must be sent by registered post, with acknowledgement of receipt, within fifteen calendar days of the date of invoicing, on pain of nullity.*
6. *Travel and living expenses incurred away from BPO's head office shall be the responsibility of the Client. Publication and filing fees (Belgian Moniteur, Banque Nationale, Banque Carrefour, etc.) shall be invoiced at cost price. If the costs involved in publishing the annual accounts have not been paid by the filing deadline, publication shall not proceed, involving additional costs to be borne by the Client and from which BPO shall be entirely released.*
7. *Any amount unpaid on its due date shall ipso jure and without formal notice incur interest at 12% p.a., each month that has started being due in its entirety. The Client shall, furthermore, be liable to pay a flat rate of compensation, equal to 12% of the sums unpaid on their due date, with a minimum of 250 euros.*
8. *In the event of late payment of invoices due, or of late transmission of information or documents essential to its assignment, BPO may suspend, ipso jure and without prior formal notice, all or part of its services, including those arising from legal or other time limits, from which BPO shall be entirely released, until the Client has fulfilled all his obligations. The Client accepts that BPO has the right to retain all accounting, fiscal, social and other documents relating to the defaulting Client, with, however, the exception of documents issued by the Client himself, until the unpaid sums have been paid in full.*
9. *BPO's obligations are solely those of means, including the respecting of time limits for the provision of services. BPO can in no way be held responsible for inaccuracies or a lack of precision in the documents it compiles when such inaccuracies or lack of precision are the result of an absence of information from the Client or from erroneous information transmitted by the Client. Similarly, BPO cannot be held responsible for the absence of or irregularities in inventories, when these are not compiled for its purposes. In any event, BPO's contractual or extracontractual liability is limited to the amount of the guarantee granted under BPO's civil professional liability insurance, the amount covered to be communicated at the Client's request. No mandate given to BPO to represent the Client before Public Authorities shall imply BPO's civil or criminal liability for any fraud against economic, social or fiscal legislation.*
10. *Statements of account and other documents produced by BPO in no way constitute a certification of accounts, unless such a request has been made specifically, in writing, by the Client. Moreover, BPO is exempted from ascertaining the accuracy of amounts and invoices, the content of contracts or of any other document transmitted to it by the Client, including the calculation of remuneration undertaken by the Client or his social secretariat, the correlation of consignment notes and purchase orders, invoices and consignment notes and the data in the Client's social audit. Furthermore, BPO is not responsible for ascertaining the professional nature of charges submitted to it as such by the Client.*
11. *The Client, by entering into a relationship with BPO, undertakes not to seek, including on behalf of a third party, and to refuse, the direct or indirect collaboration of any member of staff, independent collaborator or subcontractor of BPO, both during the period when such a person is attached to BPO's services and for a period of three years, to run from the date of cessation of functions within BPO. Failure to respect this undertaking will automatically incur payment by the Client of damages amounting to twice the last annual amount of salaries, remuneration, indemnities and miscellaneous charges borne by BPO and paid to the member of staff, independent collaborator or subcontractor in breach, such amount being no less than twenty-five thousand euros.*
12. *The Client acknowledges that he has been informed that BPO is subject to the legislation on prevention of the use of the financial system for the purpose of money laundering.*
13. *The Client may terminate the collaboration at any moment, subject to three months' notification by registered letter with an acknowledgement of receipt, beginning on the first day of the month following notification.*
14. *In the event of one clause or parts of a clause in these terms and conditions being declared null and void or non-applicable, all other clauses shall continue to apply.*
15. *In the event of any dispute, exclusive competence shall lie with the courts and tribunals of the Brussels judicial district.*