

## **Terms and Conditions**

### 1. Identity of Tentoo voor Zelfstandigen

- 1.1 bvba Tentoo voor Zelfstandigen is a company whose object is to provide services to self-employed individuals in the broad sense of the term. Tentoo voor Zelfstandigen was founded by the company under Dutch law bv Tentoo Directors Cast & Crew (chamber of commerce no. - company no. 0672.787.347) and the company under Dutch law bv Tentoo Holding (chamber of commerce no. 30134088 - company no. 0561.967.124).
- 1.2 Tentoo voor Zelfstandigen has assumed the form of a Private Limited Liability Company under Belgian law, with registered office in 1930 Zaventem, Ikaroslaan 14 (company registration no. 0673477433), and is represented by gcv Jorüst (company registration no. 0568595687), having Mr Johan DE BOEL and Mr Paul Den Ronden as its permanent representatives.
- 1.3 The company's website is located at <https://www.tentoo.be/zelfstandigen/?lang=en>. Tentoo voor Zelfstandigen can be reached by telephone at 02 725.70.00 and electronically at the following address: tvz@tentoo.be.

### 2. Exclusive applicability of these terms and conditions

The present terms and conditions shall apply to all quotations and agreements in which Tentoo voor Zelfstandigen is a party, to the exclusion of all terms and conditions specified on the customer's documents, even if they are communicated at a later time. The terms and conditions shall apply to all representatives of Tentoo voor Zelfstandigen, as well as to their companies and, as applicable, to their staff.

### 3. Nature and performance of the agreement

- 3.1 Tentoo voor Zelfstandigen provides the following services: administrative support of self-employed individuals and support for self-employed individuals as a social secretariat for the self-employed. Please refer to the following website for a full description of the company's object: [www.just.fgov.be](http://www.just.fgov.be). These services are provided exclusively to the customer, and third parties cannot derive any rights from them.
- 3.2 Tentoo voor Zelfstandigen may decide who at Tentoo voor Zelfstandigen will perform the services for the customer at its own discretion.
- 3.3 Tentoo voor Zelfstandigen may also rely on third parties for performing the agreement, and may provide offers to the customer in this context. The customer also agrees that Tentoo voor Zelfstandigen will have to engage the services of bailiffs, translators, notaries, experts, accountants, attorneys, etc., as the case may be, to perform the contract. In both cases, the relevant third party will be selected in mutual consultation with the customer and the customer will enter into a direct contractual relationship with the third party. The customer acknowledges that these third parties may require advance payments or provisions before they perform their services. Tentoo voor Zelfstandigen does not assume any responsibility for their services (including for any delays, deadlines, etc.).
- 3.4 Tentoo voor Zelfstandigen shall inform the customer on its performance of the contract on a regular basis, and at least at the customer's first request. The customer shall provide all necessary information to Tentoo voor Zelfstandigen in a timely manner for the entire duration of the contract.

#### 4. Obligation of means and liability

- 4.1 All agreements are concluded exclusively with Tentoo voor Zelfstandigen, and the representatives or staff of Tentoo voor Zelfstandigen shall not be bound individually by these agreements, and shall thus have no liability.
- 4.2 Tentoo voor Zelfstandigen is not responsible for minor or common errors, even if they are repeated, and will only be liable in the case of serious or intentional errors. Tentoo voor Zelfstandigen shall have no liability for serious and intentional errors committed by third parties.
- 4.4 Tentoo voor Zelfstandigen does not accept any liability for errors resulting from instructions that were formulated unclearly or given by telephone, or resulting from an incomplete or incorrect file/data provided by the customer, or late submission of a file/data by the customer. The customer undertakes to submit a complete and reliable file/data in a timely manner.
- 4.5 Tentoo voor Zelfstandigen has taken out a priority professional liability insurance policy from Axa verzekeringen.

Tentoo voor Zelfstandigen thus has professional liability insurance coverage for up to 250,000.00 EUR per incident and per insurance year.

If the customer should consider Tentoo's professional liability insurance coverage as insufficient, he may request Tentoo voor Zelfstandigen to take out additional professional liability coverage, at the customer's expense. The customer may also request a copy of the policy conditions.

This insurance policy offers worldwide coverage for all work, with the exception of construction contracts.

- 4.6 Tentoo voor Zelfstandigen's liability is limited to the amount covered by the professional liability insurer. If the professional liability insurer should not cover the damage, despite the fact that Tentoo voor Zelfstandigen has paid the premiums, or in any other case in which Tentoo voor Zelfstandigen has not committed any errors, any damages shall be limited to the amount of the invoices paid by the customer in the context of the customer file that gave rise to the liability issue.

#### 5. Invoicing

- 5.1 Tentoo voor Zelfstandigen is entitled to request advance payments and/or provisions. A provision is a lump-sum advance payment by the customer to Tentoo voor Zelfstandigen, before the calculation of any expenses and work. Any advances paid will be credited on the invoices after the advance payment.
- 5.2 If the customer does not agree to an advance payment billed (advance payment invoice) or an invoice, the customer shall protest it within 7 days. Upon expiry of this period, the advance payment invoice or the invoice shall be fully due and payable.
- 5.3 In the case of non-payment of the advance payment invoice or the invoice on the expiry date, the unpaid amount shall, following a written notice of default, incur late-payment interest at an annual rate of 10% as from the expiry date, and the customer shall have to pay a 10% penalty for damages on the principal, with a minimum of 250.00 euros, to cover the extrajudicial collection costs.

- 5.4 In this case, Tentoo voor Zelfstandigen also reserves the right to consider the agreement as having been dissolved by operation of the law and without prior notice, whether in full or for the non-performed part.
- 5.5 If one advance payment invoice is not paid on the expiry date, the total outstanding balance of all other, even non-expired, advance payment invoices will immediately become due and payable by operation of the law and without prior notice. Tentoo voor Zelfstandigen will also be entitled to suspend any further work for the customer. Tentoo voor Zelfstandigen will inform the customer of this suspension in writing. This suspension shall not give rise to any liability on the part of Tentoo voor Zelfstandigen, even if any time limits are exceeded as a result.

## 6. Property, intellectual property and confidential information

Tentoo voor Zelfstandigen reserves all intellectual property rights to the texts, advice and other documents provided by Tentoo voor Zelfstandigen.

The customer is not allowed to use the texts provided by Tentoo voor Zelfstandigen for any other purpose than for his own use and in a manner consistent with the contract entrusted to Tentoo voor Zelfstandigen by the customer.

The customer may not use the documents provided by Tentoo voor Zelfstandigen for any other purposes or for the benefit of third parties. The customer also undertakes not to publish or distribute these texts in any other manner.

## 7. Termination of the agreement

- 7.1 The agreement concluded between Tentoo voor Zelfstandigen and the customer is concluded for an indefinite period.
- 7.2 The customer has the right to terminate the agreement by giving written notice to Tentoo voor Zelfstandigen, subject to a reasonable notice term based on the period during which the agreement has been in force. Tentoo voor Zelfstandigen will then draw up and send a settlement invoice to the customer, taking the expenses and work until the termination date into account.
- 7.3 Tentoo voor Zelfstandigen has the right to terminate the agreement by giving written notice to the customer, subject to a reasonable notice term. Tentoo voor Zelfstandigen will then send a settlement invoice to the customer, taking the expenses and work until the termination date into account.
- 7.4 Upon termination of the agreement, Tentoo voor Zelfstandigen shall archive the closed file for a period of 5 years. At the customer's first request, Tentoo voor Zelfstandigen shall return the original documents submitted by the customer to the customer. If the customer does not request Tentoo voor Zelfstandigen to return the original documents, Tentoo voor Zelfstandigen shall keep the documents for 5 years.

## 8. General Data Protection Regulation and Privacy Policy

- 8.1 Tentoo voor Zelfstandigen processes its customers' personal data to manage their records. This data is only processed for the purpose of implementing the mutual agreements and legal provisions. The customer has the right to access, view and rectify the personal data relating to him. If necessary, a notification will be sent. This data will not be used for direct marketing purposes.

## 9. Dispute settlement & applicable law

- 9.1 Any disputes arising between Tentoo voor Zelfstandigen and its customers shall be governed exclusively by Belgian law.
- 9.2 Only the courts of the district of Antwerp, Antwerp division, shall have jurisdiction over any disputes arising from this agreement.

## 10. Anti Money Laundering

- 10.1 Tentoo voor Zelfstandigen is subject to the law of 06/10/2017 on the prevention of money laundering and terrorist financing, and the restrictions on the use of cash money. In accordance with these rules, Tentoo voor Zelfstandigen is obliged to identify its customers and keep a record of supporting documents.
- 10.2 In the case of a situation that Tentoo voor Zelfstandigen knows or suspects could be related to money laundering or terrorism, the relevant information must be transferred to the Belgian Financial Intelligence Processing Unit in accordance with this legislation.

## 11. Final provisions

- 11.1 If any provision or part of a provision of these terms and conditions should be judged invalid or non-enforceable, the other provisions of the terms and conditions shall remain in full force. In this case, the parties shall attempt to interpret or supplement the invalid provision in such a way that it becomes enforceable.
- 11.2 If either party does not exercise its rights under the present terms and conditions, whether in part or in full, this may not be construed as a waiver of these rights.
- 11.3 The present conditions were translated into English and French. In the case of any inconsistencies, only the Dutch text shall prevail.