

FRAMEWORK AGREEMENT

Version 2024.2

ART 1. SCOPE

These provisions apply to all relationships between the professional and the client (hereinafter collectively referred to as 'the parties' and separately as 'a party'), regardless of within which company of the Vandelanotte group the professional performs or organises his/her activities.

Current terms and conditions remain applicable to the relationship between the parties for each new additional or supplementary assignment, without this having to be explicitly renewed.

The provisions of the current agreement apply to the client's relationship with the following companies of the Vandelanotte group as well as with all companies related to these companies currently or in the future: Vandelanotte plc, BE0876286023, with registered office at President Kennedypark 1a, 8500 Kortrijk; Callens Vandelanotte plc, BE0433608707, with registered office at President Kennedypark 1a, 8500 Kortrijk.

It is the responsibility of the professional to organise the activities that he/she performs from within the company that seems most appropriate to him/her.

In the event of contradiction between the contents of this framework agreement and the assignment letter, the assignment letter has priority. Both documents are hereinafter referred to as 'the agreement'. The provisions of the present agreement apply to the services of the professional with respect to the client, irrespective of whether or not these are described in an assignment letter.

In accordance with ordinary law, the liability of the professional can only be invoked for assignments which are shown to have been accepted by him.

ART 2. ESTABLISHMENT OF THE AGREEMENT

Unless otherwise stipulated in the assignment letter, this agreement is entered into and becomes effective from the moment the assignment letter signed by the client is received by the professional, and following acceptance in the context of the customer acceptance procedure (CAP).

ART 3. DURATION AND TERMINATION OF THE AGREEMENT

Unless stipulated otherwise in the assignment letter and to the extent permitted by law or professional rules, both parties can terminate the agreement at any time, subject to notice of termination being issued to the other party by registered letter or email and subject to a notice period of one month.

During the notice period, the provisions of the assignment letter and this framework agreement remain in full force.

Unless otherwise agreed by the parties, termination of the agreement will result in the immediate discontinuation of the services of the professional in relation to preparation of the annual accounts for the financial year preceding the termination date, including in cases where a notice period applies.

Unless otherwise stipulated in the assignment letter, all costs and fees relating to the activities already carried out by the professional will be invoiced.

After termination of the agreement, all records and documents belonging to the client must be returned to the client or its authorised representative.

ART 4. IMMEDIATE TERMINATION FOR CERTAIN REASON(S)

In all cases, the professional can terminate the agreement at any time, without notice period and without compensation by registered letter or e-mail, if there are reasons that make continuation of the cooperation impossible, such as:

- Circumstances that threaten the independence of the professional;
- Circumstances that make performance of the assignment impossible in accordance with the professional and ethical standards applicable to the professional;
- The apparent or repeated shortcoming(s) of the client with respect to its own obligations as described in the present agreement and in the assignment letter;
- In case of judicial restructuring, bankruptcy, proceedings for dissolution or apparent insolvency of the client.

The reasons for immediate termination of the agreement are communicated to the client.

Depending on the circumstances, the professional's decision to terminate the agreement may be preceded by a warning.

Immediate termination due to the client's apparent or repeated failure(s) in respect of its own commitments as mentioned above, shall always be preceded by a notice of default.

If the professional terminates the agreement for one or more specific reasons, he will notify the client of the reason for the termination in writing and inform the client of the legal actions that are urgently required to safeguard the client's rights, and that had been assigned to him.

The client can terminate the agreement at any time without notice or compensation, in the event that the professional is clearly in default of his obligations as described in this agreement. The client's decision must be preceded by a written notice of default to the professional.

The replacement of the individual responsible for the performance of the engagement may under no circumstances be invoked as a legal basis for such termination of the agreement.

ART 5. SUSPENSION OF PERFORMANCE OF OBLIGATIONS

5.1. In case of non-performance, incorrect or late performance by the client of the client's obligation(s) as set out in this agreement and/or, if applicable, in the assignment letter, the professional is entitled to suspend or postpone performance of his/her obligations until the client has performed its own obligations, without the client having any right to compensation.

The professional shall inform the client of this by registered letter or by e-mail. Suspension of the performance of obligations by the professional must be preceded by a notice of default from the client.

5.2. If, after commencement of the suspension or postponement of performance, legal acts necessary to safeguard the rights of the client, for which the professional has been commissioned, are urgently required, the professional will inform the client accordingly.

5.3. All costs and expenses resulting from the suspension or postponement are borne by the client.

5.4. In all circumstances, the professional is entitled to payment of the fees and costs related to activities already carried out.

5.5. Suspension or postponement by the professional of performance of the obligations does not affect the professional's right to immediately terminate the agreement in the cases provided for in article 4 of the current agreement.

ART 6. RIGHTS AND OBLIGATIONS OF THE PARTIES

6.1. Confidential Information

6.1.1 All information (both personal and company information) obtained by one of the parties during or following performance of the assignment entrusted to the professional shall be treated in the strictest confidence and shall not be disclosed to third parties without the prior written and explicit consent of the other party. This also applies to quotations in preparation for assignments and for the reports resulting from performance of said assignments.

6.1.2 Contrary to the provisions set out in article 6.1.1, the professional is entitled – unless explicitly prohibited in writing – to mention the client as a reference, for example in the context of public tenders. Any mention of the client for publicity purposes always requires prior permission.

6.2. Rights and obligations of the professional

6.2.1 The professional has a best endeavours obligation to exercise due diligence in independently performing the assignments entrusted to him/her. He/she shall ensure that the services performed are provided in accordance with the ethical and other professional standards, taking into account the relevant legislation and regulations in force at the time of performance of the agreement.

6.2.2 The professional can in no case be held liable for the consequences of possible later changes – if necessary with retroactive effect – to these legal and regulatory provisions, changes to case law or administrative standpoints. Nor is he/she responsible for the consequences of any shortcomings, errors or violations that may have been committed before his/her intervention.

Performance of the assignment is not – unless otherwise stipulated – specifically aimed at discovering possible fraud. Unless otherwise stipulated, the professional is not obliged to check the accuracy and completeness of the information provided to him by the client or its appointee(s), nor the reliability of the deeds, contracts, inventories, invoices and supporting documents of all kinds, which are entrusted or presented to him by the client as evidential documents or as documents which must serve as such.

6.2.3 The professional is free to decide how to carry out the assignment and may be assisted by service providers or experts of his/her choice and have the assignments arising from the agreement carried out wholly or partially by (an) appointed person(s) or expert(s), such as for example, companies belonging to 'Part of the Vandelanotte Group'. The professional shall be entitled to make the information and documents that he/she obtains from the client available to these service providers or third experts. BV Ai-Gust (BE 0790.576.328) will in all instances be considered a service provider under this agreement. This exchange of data shall in no case constitute a breach of the confidentiality obligation as defined in Article 6.1.1.

6.2.4 The professional, as well as his/her proxy/proxies or appointee(s), shall be bound to professional secrecy, subject to the application of the exception as provided by law, including the provisions of the legislation and regulations to prevent the use of the financial money laundering system, terrorist financing and the obligations under the WCO legislation that obliges the professional to pay attention to any facts from which it is deduced that the continuity of your business is jeopardised.

6.3. Rights and obligations of the client

The client undertakes:

To the extent that the services of the professional depend on the information and explanations to be provided by or on behalf of the client, the client should ensure that such information and explanations are made available in a timely manner and are complete, accurate and not misleading. The client is obliged to communicate spontaneously and without delay to the professional all facts, documents or data of which it has knowledge or should reasonably have knowledge, and which are relevant in the context of the assignment being carried out by the professional. The client is obliged, if the professional so requests, to confirm in writing that the supplied documents, information and explanations are accurate and complete. If information or explanations are based on assumptions, the client shall provide the professional with relevant details. The client is responsible for immediately informing the professional of any change in the information or statements provided, as soon as it is no longer possible to continue using them as a basis or as soon as the previous assumptions submitted to the professional can no longer be sustained.

Particularly with regard to exercising the mandate of a Supervisory Board member within a company, the client is obliged to provide the professional with all information and to cooperate fully in the manner as provided by law.

When the client uses information or documentation from third parties or provides them to the professional, the client shall ensure that it obtains the necessary authorisations from these third parties to enable the professional to provide his/her services. The client is responsible for the relations with such third parties, for the quality of their contribution and for their work and for the payment of their fees. Unless otherwise stipulated by the law, the professional rules or the assignment letter, the professional shall not verify the accuracy of the information or the documentation provided to us by such third parties.

If the client fails to give the professional the relevant information and explanation necessary for proper performance of our assignment, this could render it impossible to provide or finalise the services or could lead to the inclusion of a reservation in any report that the professional is required to draw up under the agreement. As a last resort, the professional has the right, unless otherwise provided by law or professional rules, to discontinue the provision of services without prior notice, or to terminate or suspend the agreement with immediate effect.

ART 7. COSTS AND FEES

7.1. Determination of costs and fees

The costs and fees are determined in accordance with the legal and regulatory provisions that are applicable to the professional and provided for in the assignment letter, to which these general terms and conditions apply in full.

Costs and fees are due as soon as activities are started on behalf of the client, without it being necessary for the assignment to have been completed.

In the event of a minor failure, the normal prices and fees remain applicable and the client is not entitled to demand a price reduction from the professional.

7.2. Costs to third parties

All costs directly contracted with third parties that are necessary for performance of our services are not included in the fees and are invoiced additionally. At the client's request, the supporting documents shall be presented as proof of costs incurred for the client's account.

7.3. Updating of the fees

The professional has the right to periodically adjust the agreed rates, on the basis of significant changes to the service provider's cost structure, such as, but not limited to, changes to wage costs.

7.4. Payment conditions

Unless otherwise stipulated in writing, invoices are payable within 30 calendar days of the invoice date.

In the event of late payment, interest on arrears is due by law without a written reminder dating from the invoice date, amounting to 1 percent per commenced month. Moreover, in the event of non-payment of the invoice on the due date, each amount due shall be increased by 12 percent by operation of law and without prior notice of default, by a minimum of 125 euros by way of a conventional compensation clause as fixed compensation for extrajudicial costs, without prejudice to the right of the professional to prove a higher amount of damage and to claim compensation for this.

In the event of late payment, the professional has the right to suspend its obligations in accordance with Article 5.

7.5. Interim invoicing

The professional can draw up interim statements at any time during performance of the assignment. These interim statements may be invoiced regardless of whether or not the assignment has been concluded. Unless expressly provided for otherwise, these interim invoices are considered as invoices and not as advances.

7.6. Contesting the statement of costs and fees

All objections in relation to costs and fees should be submitted to the professional in writing (via email or registered letter) within 30 calendar days of the invoice date, stating the reason for the objection. If the professional does not receive any objection or does not receive it within the deadline, it shall be assumed that the client agrees with the invoiced services.

ART. 8. LIABILITY

8.1. The professional will provide the services with due care and in agreement with the applicable professional regulations and legal requirements. Unless otherwise stipulated in legal requirements or professional regulations, the services provided by the professional constitute an obligation to perform to the best of their abilities and not an obligation to guarantee a specific result.

8.2. Restoration of damage caused by failure to meet a contractual obligation on the part of the professional or an auxiliary person of the professional gives rise, within the legal limitations, to an exclusively contractual liability claim against the professional. No extra-contractual liability claim may be made against the professional or the auxiliary of the professional, including where the cause of the damage can also be considered a wrongful act.

8.3. The total liability on the part of the professional (both contractual and extra-contractual) is limited to EUR 250,000 for all engagements covered by this agreement. If this sum is lower than either five times the agreed fee for the relevant engagement or, in the case of engagements charged on a time and expense basis, five times the



fees paid within the 12 months preceding the event giving rise to the damage, then the maximum liability is whichever amount is higher, calculated as five times the agreed fee or actual fees paid.

8.4. Unless otherwise stipulated by mandatory legal provisions, the professional can under no circumstances be held liable for damage resulting from (a) loss of profit, goodwill, commercial opportunities or expected cost savings or advantages, (b) loss or misuse of data by a third party or (c) indirect loss or consequential damage.

8.5. If two or more instances of damage are found to be the result of the same failure by the professional, they will be considered to constitute a single case of liability and the professional's liability will therefore be limited to the highest liability applicable to the engagements or agreements concerned.

8.6. The professional can also only be held accountable for reimbursement of the net damage incurred by the client.

8.7. Unless otherwise stipulated by legal provisions, any claim against the professional based on or in connection with this agreement will be valid only if made within three years following the action or omission of which the professional is accused.

8.8. The liability limitations described in this Article do not apply where the professional or an auxiliary has committed an intentional error or fraudulent act.

8.9. Article 8.3 is not applicable in the event that the professional performs an engagement that consists of an engagement that is entrusted, by or pursuant to the law, to the statutory auditor or, where there is no statutory auditor, to a company auditor or accountant. In this case, the professional's liability is limited to the amount as determined in Article 24 of the Law of 7 December 2016 on the organisation of the profession and the public oversight of registered auditors.

ART 9. PROFESSIONAL INDEMNITY INSURANCE IN RESPECT OF THE PROFESSIONAL

The professional's professional liability is insured by the professional in accordance with the standards laid down in this respect by the various professional federations in which the professional is active.

ART 10. DETECTION OF FRAUD, MISTAKES AND NON-COMPLIANCE WITH LAWS AND REGULATIONS

The client is solely responsible for protecting its assets and for preventing and detecting fraud, errors and non-compliance with laws and regulations.

Consequently, under no circumstances can the professional be held liable for any damage caused in any way by or in connection with fraudulent or negligent acts or omissions, false statements or non-performance on the part of the client or its representatives, employees, directors, co-contractors or agents, or on the part of any of the entities affiliated with it and its representatives, employees, directors, co-contractors or agents, or on the part of any third party.

However, if required by law, the applicable professional rules or the assignment letter, the professional shall endeavour to organise the work in such a way that the professional has a reasonable expectation of detecting all material inaccuracies in the client's financial statements or accounting documents (including any material misstatement due to fraud, error or non-compliance with laws and regulations), although the professional's work cannot be expected to reveal all substantial misrepresentations or fraud, error or non-compliance that may occur.

ART 11. INTELLECTUAL PROPERTY RIGHTS

All reports and documents resulting from the assignment remain the intellectual property of the professional. Subject to written and explicit deviations, these reports and documents may only be used by the client after full payment of all fees and costs associated with performance of the assignment entrusted to the professional and within the limits of the specific assignment for which they were drawn up. The professional may use the data provided by the client for internal analyses and/or benchmarking.

ART 12. STORAGE OF RECORDS AND WORK DOCUMENTS

Working documents remain the property of the professional during the work. Upon termination of the services, the professional shall retain related documents and records for the period provided for by law for the type of services that are the subject of the assignment letter. After this period, the professional shall be allowed to destroy them, unless otherwise agreed separately in writing, without having to inform the client in advance. The client is responsible for the preservation of the (accounting) documents and documents handed over to it by the professional, for the statutory and regulatory periods.

Under no circumstances is the professional obliged to keep original documents or documents for the client, unless otherwise expressly agreed.

ART 13. RECRUITMENT BAN

The client and the professional expressly undertake not to employ, directly or indirectly (for example through a legal entity), for the entire duration of the agreement and for a period of twelve months after the termination thereof, regardless of the reason for termination, any member of staff or independent employee or partner of the other party involved in performance of the agreement, or to have him/her directly or indirectly (for example through a legal entity) perform work outside the framework of an agreement between the client and the professional, unless the other party has given prior written agreement.

Any violation of this prohibition shall give rise to a one-off flat-rate compensation amounting to 25,000 euros, without prejudice to the right of the professional to prove higher damages and to claim compensation for these.

ART 14. PROCESSING OF PERSONAL DATA

14.1. In order to provide the services, the professional processes personal data. For the purposes of this article, reference is made to the definitions and interpretations of, on the one hand, the applicable European legislation regarding the protection of personal data (including the GDPR) and, on the other hand, the applicable national legislation regarding the protection of personal data, hereinafter collectively referred to as "Data Protection Legislation".

14.2. The client acknowledges that the personal data he or she transfers to the professional in the context of the assignment will be processed in accordance with the applicable Data Protection Legislation. Unless expressly agreed otherwise, the professional will act as a data controller. The professional will process the personal data as a data controller in accordance with the assignment or in accordance with a statutory obligation.

14.3. The professional shall take appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing, accidental loss, destruction, changing or corruption of personal data, in accordance with the applicable data protection legislation.

14.4. By signing this agreement, the client expressly acknowledges that it has been able to take note of the professional's privacy policy, the most recent version of which can always be found at: <https://www.vandelanotte.be/en/privacy-policy>.

ART 15. PROFESSIONAL AS DATA PROCESSOR

15.1. Particularly for accountancy activities, the professional may require access to the client's information systems. The professional then acts as processor according to the provisions of the GDPR. In that case the professional shall act under the strict instructions of the client.

15.2. The professional is only allowed to access personal data that is expected to be required for the provision of the services. Under no circumstances shall a professional have access to information which is not necessary for performance of his/her duties.

15.3. The purpose of the processing is shown in the assignment letter. In particular, the professional has the task of conducting the internal accounting of the client. In the context of this assignment, the professional processes personal identification data and invoicing data of clients and suppliers of the client.

15.4. The professional does not take a copy of the personal data he/she receives during the provision of the services. In the context of the preparation of the annual accounts it may happen that the professional makes a copy of personal data that he/she receives during the provision of the services. In that case, the professional acts as a controller and not as a processor, and consequently this article 15 does not apply.

15.5. Within the limits of the provision of the services and the GDPR, the client gives the professional the permission to communicate the personal data to all persons, institutions and authorities that participate directly in performance of the assignment, when this is strictly necessary for the granting of the services.

15.6. Under no circumstances can the professional have recourse to third-party subcontractors for processing, except at the explicit request of the client or with the explicit consent of the client.

15.7. It remains the client's responsibility to ensure that the professional can access the information systems securely. When the professional gains access to the client's information systems via resources belonging to the client, adequate security is the client's responsibility.

15.8. The professional shall always provide assistance to the client when a person whose personal data is being processed wishes to exercise the rights that he or she derives from the GDPR.

15.9. In the event of a breach of the security of personal data that inadvertently or unlawfully leads to the destruction, loss, modification or unauthorised disclosure of or unauthorised access to transmitted, stored or otherwise processed personal data, the professional shall inform the client immediately. At the start of the assignment, the client shall notify the practitioner of the person responsible for the data processing to whom the report must be made. The professional shall provide all reasonably possible cooperation to the client in order to gain an insight into the seriousness and possible consequences of the client's data breach.

ART 16. ELECTRONIC TRANSFER OF DATA, ELECTRONIC STORAGE OF DATA, ELECTRONIC SIGNATURE AND REMOTE ACCESS

16.1. During the provision of the services, the parties can communicate electronically. The professional is at all times entitled to communicate with the client on a completely digital basis. However, it is impossible to guarantee that the electronic transmission of data can be done completely safely, without viruses or without error, and consequently such data transmissions can be intercepted, falsified, lost, destroyed, delayed or rendered unusable. The parties hereby recognise that no system or procedure can completely exclude such risks.

Additionally, the parties recognise the right of the professional to electronically keep and process all data in his/her possession in performance of his/her assignment.



16.2. The parties hereby confirm that they accept those risks, validly permit the use of electronic communications and the electronic storage of data and agree to use all available and appropriate means to detect the most widespread viruses before transmitting and storing information by electronic means. Each party is responsible for protecting its own systems and interests with respect to electronic communications and data retention, and no party is liable in any way or form, whether contractual or criminal (including negligence), or for any other reason, for any loss, error or omission, arising out of or in connection with the use of electronic communications between the parties or the electronic retention of data.

16.3. The professional is allowed to use the electronic signature system within the limits of what is legally provided for. Unless expressly agreed otherwise, the professional is entitled to determine unilaterally to what extent the electronic signature is used in the context of the assignment entrusted to him/her.

16.4. During performance of the services, the professional is allowed to use the client's local network as well as the client's internet in order to connect to the professional's network. The employees of the professional always make one direct connection to the professional's network, thereby creating a separate network. Any associated risks will be minimised by the security measures taken by the professional. Any liability of the professional as a result of remote access is excluded.

ART 17. INDEPENDENT SERVICE PROVIDERS

In providing services, the professional acts only as an independent service provider. Unless expressly stated otherwise in the assignment letter, we do not undertake to fulfil any legal or contractual obligation of the client nor to assume any responsibility for the client's activities or transactions.

To the extent required to enable the professional to perform all his/her obligations regarding independence, the client shall ensure that the professional has an up-to-date list of all entities affiliated with the client, both Belgian and foreign, at all times. The client shall set up procedures to impose on one of these affiliated entities prior approval with regard to all services to be performed by the entities within the professional's network and shall inform us without delay of any circumstance that could compromise the professional's independence.

ART 18. FORCE MAJEURE

Neither party shall be liable to the other(s) if the failure to perform its obligations is due to circumstances beyond its reasonable control, including any advice, warning or prohibition emanating from any competent local, national, foreign or supranational authority, or emanating from any new policy of either party relating, for example, to travel to particular countries or regions. If circumstances persist that make it impossible for a party to fulfil its obligations for an uninterrupted period of 30 days, either party shall be entitled to terminate the agreement by giving 15 days' written notice of termination at any time after expiry of that 30-day period.

ART 19. TRANSFER

Without prejudice to the consequences that the law attaches to transfers of general assets or branches of industry, mergers, divisions and similar transactions, the parties may not transfer, encumber or in any way trade any of their rights or obligations arising from this agreement without the prior written consent of the other parties to the agreement.

ART 20. INVALIDITY OF ONE OR MORE PROVISIONS

The invalidity, non-legality or non-enforceability of one or more provisions of these general terms and conditions or any agreement that governs the legal relationship between the parties shall in no way affect the validity and enforceability of the remaining provisions of these agreements. In this case, the parties shall consult each other with regard to substitute provisions which, in terms of content and scope, come closest to the invalid, non-legally valid or non-enforceable provision, taking into account the intention of the parties.

ART 21. ANNEXES TO THE AGREEMENT

Any annexes to this agreement or other agreements between the professional and the client are always an integral part of the agreement.

ART 22. COMPLETE AGREEMENT AND AMENDMENTS

The agreement contains the entire agreement between the parties regarding transactions envisaged therein and replaces all previous oral agreements and documents relating thereto, except where the parties have expressly deviated – in writing – from an earlier version of this agreement. In that case, these deviations agreed in writing will continue to apply in full provided they are not in conflict with the applicable legislation.

This agreement may be amended from time to time. In that case, the professional will always inform the client at least six weeks in advance, after which the client has the option to terminate the agreement. Any amended contract provisions apply exclusively to assignments that commence or services that are delivered following the date on which the revised version of this contract enters into force.

ART 23. APPLICABLE LAW AND RESOLUTION OF DISPUTES

The interpretation and implementation of the agreement are governed by Belgian law. Any dispute of any kind falls under the jurisdiction of the courts and tribunals of the district where the professional's registered office is located.