General Terms and Conditions
(version dated October 1, 2026)

TITLE I. GENERAL TERMS AND CONDITIONS

1. Scope

Any reference in these general terms and conditions to Titeca refers to the public limited company under Belgian law 'NV Titeca', with registered office at 8800 Roeselare, Koestraat 175B/2.2, entered into the Register of Legal Entities of Ghent, Kortrijk division, under company number 0882.371.584, and/or nv Titeca Pro Experts, with registered office at 8800 Roeselare, Heirweg 198, entered into the Register of Legal Entities of Ghent, Kortrijk division, under company number 0479.203.358, as well as to any affiliated companies of NV Titeca pursuant to article 1:20 Belgian Company Code (Wetboek van Vennootschappen en Verenigingen).

The present terms and conditions apply to all professional relationships between Titeca and the client.

However, if the client wants to use Titeca's services relating to seminars, training, coaching, events and similar activities, the special terms and conditions set out in Title II below shall apply, in derogation of these general terms and conditions.

In case of doubt about the scope and nature of Titeca's services, the general terms and conditions shall apply.

Any deviations are subject to explicit written acceptance by both parties.

If the event of any contradictions between the contents of the present general terms and conditions and the order letter, the order letter shall take precedence.

Pursuant to common law principles, Titeca can only be held liable for orders which have demonstrably been accepted by Titeca.

2. Conclusion of the agreement

Barring any provision to the contrary in the order letter, the agreement is concluded and commences when Titeca receives and signs the order letter signed by the client.

If Titeca has not yet received the order letter signed by the client, all professional relationships between both parties shall in any case be governed by the present general terms and conditions and the order letter as soon and insofar as these contractual documents have been provided to the client by mail, by fax, by e-mail or by hand with acknowledgement of receipt.

3. Duration and cancellation of the agreement

3.1. Recurring orders
3.1.1. Definition
A "recurring order" is any order consisting of successive performances of the same nature to be carried out within specific previously announced time periods.

3.1.2 Duration and termination of the agreement
Barring any evidence to the contrary, agreements for recurring orders are understood to be concluded for an open-ended period and can be terminated by either party at any moment by registered letter by giving one month notice.

A separate contract can be concluded for performances carried out after termination of the agreement that relate to the period when the agreement was still in force. Unless the Parties decide otherwise, the termination of the contract, even if a notice period is observed, will result in the immediate cessation of Titeca's services for the preparation of financial statements for the financial year preceding the termination date.

3.2 Non-recurring orders
3.2.1 Definition
Orders which do not meet the definition given in section 3.1.1 are considered non-recurring orders.

3.2.2 Duration and termination of the agreement
Barring any evidence to the contrary, agreements for non-recurring orders are understood to be concluded for a limited period in time and expire when the order has been carried out or when the agreed performances have been delivered. Pursuant to article 1794 of the Belgian Civil Code and, if applicable, in deviation of article 2004 of the Belgian Civil Code, the client is entitled to terminate such an order early provided that Titeca receives full payment for any costs and fees related to the works that have already been performed as well as an additional compensation equaling 30% of the fees related to the part of the order that has not yet been completed or does not have to be completed.

3.3. Post-termination provisions
Unless otherwise agreed by the parties, any books and documents belonging to the client shall be returned to the client or their authorized representative with acknowledgement of receipt upon termination of the agreement.
Titeca has the right to charge any administrative expenses related to returning these books and documents.

4. Immediate termination for certain reasons

4.1. Without prejudice to the provisions in Article 3.1.2. Titeca can terminate the agreement at any time without any notice period and without any compensation being due in the event of reasons that impede further professional cooperation, such as:

- circumstances jeopardizing Titeca's independence;
- circumstances preventing the order from being executed in accordance with professional and deontological standards;
- the client falling short on their own commitments as described in the present general terms and conditions (item 6.2.) and in the order letter;
- judicial reorganization, dissolution or insolvency of the client;
- changes in the client's risk profile;
- failure by the client to pay (in time) any amount due.

Titeca shall inform the client by registered letter of the reasons that justify immediate termination of the agreement.

Depending on the circumstances, Titeca may opt to send the client a warning or a reminder first.

If the agreement is terminated, Titeca shall inform the client of any urgent and necessary legal actions that need to be taken to safeguard their rights and have been entrusted to Titeca.

4.2. The agreement is legally terminated in case of bankruptcy of the client.

4.3. The client can terminate the agreement at any time without any notice period and without any compensation being due if Titeca clearly falls short on its own commitments as described in the present general terms and conditions (item 6.1) and, if applicable, in the order letter.
The client shall in any case serve notice upon Titeca before actually terminating the agreement.

4.4. Each party can terminate the agreement with immediate effect by written notification to the other party if another party is unable to pay its debts or if a provisional or judicial administrator or liquidator has been appointed to another party.

4.5 Titeca charges for services provided under the Pro Flex package on a per-month basis, starting from the first day of the month. Consequently, Titeca may issue an additional invoice to the client upon any termination or cancellation of the Pro Flex package.

5. Suspension of performance of commitments

If the client fails to meet their obligations or does not meet their obligations in a correct and timely manner, for example in case of non-payment of fees or advance payments pursuant to article 7 below, Titeca shall have the right to suspend or postpone performance of its commitments until the client has met their obligations.

Titeca shall inform the client of this by registered post.

Titeca shall inform the client of any urgent and necessary legal actions that need to be taken to safeguard their rights and have been entrusted to Titeca following the commencement of the suspension or postponement of performance of commitments.

Any costs and expenses resulting from the suspension or postponement are at the client's expense. Titeca is in any case entitled to full payment for the fees and costs related to the works that have already been carried out

6. Rights and obligations of the parties

6.1. Rights and obligations of Titeca
Titeca carries out the orders it has been entrusted with in total independence and with due care on the basis of a best-efforts obligation.

Titeca is obliged to observe all legal and regulatory time periods on condition that the client provides all necessary information and documents in time. If the client fails to do so in time, Titeca can under no circumstances be held liable for fines, surcharges and interests that may result from this failure.

Titeca shall ensure that the services provided are performed in accordance with the deontological and other professional standards of the Belgian Institute of Accountants and Tax Consultants, taking into account the relevant legislation and regulations applicable at the time of performance of the agreement.

Titeca can under no circumstances be held liable for the consequences of possible later changes - possibly with retroactive effect - to these legal and regulatory provisions.

In addition, Titeca cannot be held liable for the consequences of possible shortcomings, errors or violations that date back to before its intervention.

Barring any provision to the contrary, the performance of the order is not specifically aimed at the discovery of potential fraud.

Barring any provision to the contrary, Titeca is not obliged to check the accurateness and completeness of the information provided to Titeca by the client or their authorized representative(s), nor the reliability of any deeds, contracts, inventories, invoices and pieces of evidence entrusted or presented to Titeca by the client as documents that have evidential value or as documents that should serve as such.

Titeca is entitled to seek the support of any employees or experts of its own choice and to have the orders resulting from the agreement carried out either in whole or in part by one or several appointees or experts.

Pursuant to article 33 of the Act of 22 April 1999 concerning the accounting and tax professions, Titeca has taken out a civil professional liability insurance policy approved by the Council of the Belgian Institute of Accountants and Tax Consultants.

Titeca as well as its authorized representatives and appointees are obliged to observe professional secrecy pursuant to article 58 of the Act of 22 April 1999 concerning the accounting and tax professions and article 32 of the Royal Decree of 1 March 1998 laying down the rules of professional conduct of chartered accountants without prejudice to the application of legal and regulatory provisions to prevent the financial system from being used for money laundering and terrorist financing.

6.2. Rights and obligations of the client

The client undertakes:

- to provide Titeca in time with all documents, data and information required to carry out the order, or which could impact the execution of the order;
- to perform any works that may be entrusted to them on the basis of the order letter;
- to inform Titeca of any fact, event or development that may impact the execution of the order;
- at Titeca's request, to provide written confirmation that all documents, information and explanation provided by the client are correct and complete;
- to check whether the documents and statements provided by Titeca meet their expectations and match the information provided by them, and to inform Titeca without delay if this is not the case.

If he does not do so, Titeca is exempted from liability for non-compliance with the deadlines imposed by the laws, regulations and agreement for the execution of tax, social or other formalities that would fall under his remit.

Moreover, the Client must immediately notify Titeca of any change in its contact details, as well as any change within its beneficial owners.

Finally, the Client undertakes to notify Titeca of any non-payment toward any tax, social administration or any other creditor as from the first exceeding of the due date.

6.3. Non-solicitation
The client explicitly undertakes not to hire, either directly or indirectly, any staff members or independent contractors of Titeca who are involved in the performance of the agreement, or to have them perform, either directly or indirectly (e.g. via a legal person), works outside the scope of an agreement between the client and Titeca, without prior written approval from Titeca for the entire duration of the agreement and for a time period of three years following its termination, regardless of the reason of termination.
Any violation of this non-solicitation clause shall be subject to a one-off fixed compensation of € 50.000, without subject to Titeca's right to charge a higher compensation if this fixed compensation does not cover the damages inflicted.

7. Fees

7.1. Determination of costs and fees
Titeca's costs and fees are calculated on the basis of the time spent by its partners, directors, employees and representatives or on a lump-sum basis in accordance with the required levels of competence and responsibility as determined in the order letter, of which the present general terms and conditions are an integral part.

All costs and fees are payable in proportion to the works carried out on behalf of the client, even if the order has not necessarily been completed.

Any direct costs contracted with third parties that are necessary for the execution of the order are not included in the fees and will be invoiced in addition to the fees. Titeca shall demonstrate the correctness of the costs charged to the client at the client's request.

Fees and costs are calculated exclusive of taxes and levies.

Titeca reserves the right to adjust the rates it uses to determine its costs and fees based on objective parameters, should changes occur in its overall cost structure. In such cases, Titeca will notify the client in advance.

7.2 Terms and conditions of payment
Invoices and/or fee statements are payable within 30 calendar days after the invoice date.

Late payment shall have the following legal effects without formal notice of default being required:

- interest in accordance with the provisions of article 5 of the Act of 2 August 2002 on combating late payment in commercial transactions;
- conventional compensation to the amount of 10% of the unpaid amounts with a minimum of € 250.

If a credit note is issued by Titeca, the amount of this credit note shall be offset against and deducted from the amount of the invoice(s) issued to the customer, even if these invoice(s) are not yet due at the time of issuing the credit note.

7.3 Advance payments
Titeca can request one or several advance payments. These advance payments will be settled in the final statement of costs and fees.
Titeca reserves the right to postpone commencement of the services until an invoiced advance payment has been paid.

7.4 Disputes regarding statement of costs and fees
Any disputes regarding costs and fees are to be submitted to Titeca by registered letter within 7 calendar days of the reception of the invoice with indication of the reasons. If Titeca does not receive any disputes (in time), the client shall be deemed to accept the invoiced services and the relevant invoice. In this case, the claim shall be considered final.
Barring proof to the contrary, the invoice shall be deemed to have been received within 15 calendar days of the reception of the invoice date.

7.5 E-invoicing
Titeca sends invoices electronically via the Peppol network in accordance with EN 16932, pursuant to the Act of February 6, 2024, amending the VAT act and the 1992 Tax Code regarding the introduction of the obligation to use electronic invoicing. The client undertakes to receive and process these invoices in that format. The client also undertakes to send and receive invoices exclusively via the Peppol network with respect to its own clients and suppliers.
Titeca cannot under any circumstances be held liable for any direct or indirect damage, fines, costs, or losses resulting from violations of the aforementioned legislation. It is solely the client's responsibility to comply with its applicable obligations regarding electronic invoicing. Failure to do so may affect the validity, processing, or payment of invoices, for which Titeca accepts no liability whatsoever.
Although Peppol reduces the risk of errors and fraud, it does not provide an absolute guarantee. The client remains responsible for internal controls, including verification of supplier data, Peppol IDs, and approval procedures.
If the client's Peppol Access Point needs to be changed or deactivated for any reason (e.g. in the event of a change of accountant), the client must immediately submit a request to Titeca. Titeca will then take the necessary measures within a reasonable period of time.
Under no circumstances may Titeca be held liable for any adverse consequences suffered by the client if the client has not requested, or has not requested in a timely manner, the deactivation or removal of the Peppol Access Point.

8. Liability

Titeca can only be held liable in case of evidence of serious fault, gross negligence, intent or non-compliance with a commitment which represents one of the most important elements of the order. Titeca can under no circumstances be held liable for changes in acts and other regulatory documents that take place after an order has been completed and have an impact on the correctness of the contents of the order carried out.

Titeca processes the accounting based on the information and instructions provided by the Client. Titeca does not make decisions regarding the acceptance or rejection of invoices, nor does it conduct any substantive assessment of the business legitimacy or admissibility of invoices. It accepts no liability whatsoever in this regard

Titeca's liability is limited to repairing foreseeable, direct and personal damage, excluding any indirect or material damage, including but not limited to lost profits and losses and supplementary costs. Without prejudice to the orders mentioned in article 17, fourth section, of the Act concerning the establishment of an Institute of Auditors and the organization of public review on the profession of auditor, coordinated on 30 April 2007, full (contractual, extra contractual or other) liability for the execution of the order is limited to the amount(s) Titeca is entitled to under the professional liability insurance policy taken out by Titeca, including the deductible borne by Titeca in accordance with that insurance policy.

If the liability insurer does not make payment for any reason, all liability will be limited to thrice the amount of the fee invoiced for the execution of the order. If it concerns a recurring order, this coefficient is applied to the amount of the fees invoiced to the client during the twelve-month period preceding the damage-causing event or from the commencement of execution of the order if this period is shorter than one year.

These limitations also apply to any claims related to the execution of the agreement which are brought against all persons, partners, directors and/or

independent contractors who are insured persons under the relevant insurance contract, without prejudice to the provisions of the following paragraph of this article. With the exception of intentional errors or grave errors excluded from the coverage of the professional liability insurer as well as with the exception of the special assignments reserved by law to auditors and certified public accountants, the legal provisions on extra-contractual liability for the damage caused by the non-performance of the assignment shall not apply between the parties

To the extent legally possible, liability other than that provided for in the agreement with the client is expressly excluded. Consequently, the client may not sue and/or involve Titeca's auxiliary persons (including directors, independent employees and workers) extra-contractually in disputes concerning the formation, execution, interpretation or termination of the agreement which the client has concluded with Titeca. The application of Article 6.3, §2 of the Civil Code is explicitly excluded, to the extent permitted by law.

The limitations mentioned in present article, do not apply if the liability results from a fault committed with fraudulent intent or with the intent to inflict damage. This limitation therefore explicitly applies to any liability resulting from any other faults for which Titeca, its partners, directors and/or independent contractors are liable.

If it appears that two or more incidents result from one and the same error, they shall be considered as a single liability issue and the liability shall therefore be limited to the highest of the amounts applicable to the relevant orders or agreements.

Barring any compulsory legal stipulation to the contrary, damage resulting from (a) loss of income, goodwill, trade opportunities or expected savings or benefits; (b) loss of or damage to data; or (c) indirect loss or damage, does not qualify for compensation under any circumstances

9. Anti-money laundering provisions and automatic and mandatory exchange of information in the field of notifiable cross-border structures

Pursuant to national and European anti-money laundering legislation, Titeca is obliged to identify its clients and their beneficiaries. In addition, under the national and European legislation on automatic and mandatory exchange of information in the field of cross-border constructions subject to notification, Titeca is obliged to transmit to the competent authorities the information of which they are aware, which they possess and which they control with respect to the constructions subject to the application of this legislation.

This means that Titeca will have to request certain information and documents from its customers, retain this information and these documents and/or consult suitable databases within this scope. The client undertakes to provide Titeca with the requested information and to inform Titeca in time of any change regarding this information and these documents.

10. Electronic data transmissions

During the provision of the services, the parties can communicate electronically with each other, also via social media such as Facebook, WhatsApp, Messenger, etc It is nevertheless impossible to guarantee that electronic data transmissions shall be completely safe without any risk of viruses or mistakes, which implies that such data transmissions can be intercepted, tampered with, lost, destroyed, slowed down or rendered unusable. The parties recognize there is no system or procedure to completely rule out such risks.

The parties hereby confirm that they accept these risks, validate the use of electronic communication, including via social media, and agree to make use of all available and suitable means to track the most widespread viruses before sending information electronically. Each party will be responsible for protecting its own systems and interests with regard to electronic communication, and not a single party shall be held liable in any way or form for any loss, fault or negligence resulting from or connected to the use of electronic communication between the parties.

11. Force majeure

Titeca is legally free of and not obliged to comply with any commitment versus the client in case of force majeure. Force majeure is understood to mean any situation in which the execution of the agreement by Titeca is temporarily or permanently impeded either in whole or in part by circumstances beyond Titeca's control, even if these circumstances could already be anticipated at the time of conclusion of the agreement. The following situations are examples of force majeure: machine failure, strike or lock-out, fire, riot, war, epidemic, flooding, high absenteeism, electrical, IT, Internet or telecommunication failures, government decisions or interventions (including permit or license refusals or cancellations), fuel shortages and failures or delays due to third parties. If Titeca invokes force majeure, it is not obliged to demonstrate the non-attributable or unexpected character of the circumstance that constitutes a force majeure event. Titeca's obligations are suspended in the event of force majeure. If the force majeure situation persists for over two months, Titeca has the right to dissolve the agreement without court intervention without any compensation being due by Titeca to the client.

12. Intellectual property rights

All intellectual property rights and derived rights remain the property of Titeca. These intellectual property rights are understood to mean: copyrights, trademark rights, drawing and design rights and/or any other (intellectual property) rights, including patentable and non-patentable technical and/or commercial knowhow, methods and concepts.

The contents of the website, pictures, logos, drawings, images, data, product names, texts etc. are protected by copyright and other (intellectual) property rights and provisions.

13. Processing of personal data (privacy)

13.1 Scope and purpose
With respect to and for the purpose of the performance of the services pursuant to an agreement concluded by the client with Titeca, the client shall provide Titeca with personal data and shall authorize and instruct Titeca to process their personal data in accordance with the provisions of this agreement.

Personal data are understood to mean any information relating to an identified or identifiable natural person acquired by Titeca. An identifiable natural person is understood to mean a natural person who can be identified, directly or indirectly, by means of an identifier such as a name, location data, an online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

The personal data may be processed with the purpose of performing the services under the agreement, including the following purposes:

a) Personnel administration, customer management and administration, supplier management and administration;
b) Compliance with social security and tax laws and regulations;
c) Management of competencies and training;
d) Management of personal development and assessment of employees;
e) The keeping of the legally required accounts, including but not limited to the close of a company / one-man business; the filing of VAT returns; the preparation of sheets; the filing of income tax or real estate tax returns, the preparation of interim balance sheets; the consolidation of a group;
f) Advice relating to legislation, financial (with the exception of investment advice), tax-related or administrative matters;
g) Preparation of agreements, reports and publications;
h) Assistance during fiscal audits;
i) Ad hoc advice when requested;
j) Checking of solvability;
k) Carrying out internal analyzes based on accounting data, to optimize the client's business operations;
l) Any other category of purposes for the processing of personal data as agreed between the parties in the relevant agreement, the order letter or any other document attached to the agreement.

The information provided by the client is required to fulfil the order and to complete the invoicing process.

Titeca shall not use the personal data for any other purposes, except in order to comply with legal provisions to the contrary or in case of a written consent to the contrary from the client. Titeca undertakes to process the personal data provided by the client within the context of the agreement with the client with due care.

Any processing of personal data pursuant to the agreement between the client and Titeca shall take place in accordance with all applicable laws on data protection and processing, in particular in accordance with EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR), and any other laws resulting from this Regulation and/or any other Belgian or European legislation relating to the protection/processing of personal data or privacy.

For the purpose of the performance of the services, Titeca is a processor acting on behalf of the data controller, i.e. the client. In its capacity as processor, Titeca shall act exclusively on the instruction of the client. The agreement constitutes the client's full instruction to Titeca with respect to the processing of personal data. Any additional or alternative instructions must be agreed in writing by the parties.

Titeca processes personal data exclusively on behalf of the client. Titeca has no control, possession or ownership rights on the personal data provided.

However, Titeca is not responsible for compliance with any laws and regulations that are applicable to the client or to the sector in which the client is active but are not generally applicable to Titeca in their capacity as service provider, unless explicitly agreed otherwise by the parties.

13.2. Personal data
Any processing in accordance with the agreement shall be regarded as an instruction for the processing of personal data by Titeca.

The processing of personal data relates to personal data of existing and former clients, employees, contracting partners, agents and other collaborators of the client, as well as third parties designated as family or contacts by the above-mentioned persons, and includes the following personal data:

a) General personal data, such as name, date of birth, photo, address, email address and telephone number(s), national register number, access verification data, such as user names and passwords, etc.
b) Family composition and marital status, information on relatives, etc.
c) Financial data, such as paid mandates, payment data including account number (IBAN),
d) Any other category of personal data as agreed between the parties in the relevant agreement.

13.3. Transfer of personal data
Titeca shall not transfer any personal data to a third party except:
(1) when the client gives instructions or grants consent for that purpose;
(2) as described in the agreement;

(3) when required for the processing of personal data by approved sub-processors;
(4) when required by law.

If the client gives Titeca instructions to transfer personal data to a third party, it is and remains the client's responsibility to enter into written agreement with that third party to protect these personal data, and the client shall compensate, defend and indemnify Titeca against any and all losses resulting from such a transfer by Titeca to the third party, unless these losses can be attributed to proven shortcomings of Titeca.

13.4. Rights of the data subjects
The client has the right to modify or consult their personal information.

If possible Titeca shall provide assistance to the client in order to ensure that the client can meet their obligation to comply with requests from data subjects who exercise their rights.

13.5. Erasure and return of personal data – retention periods
Upon termination of the agreement Titeca shall, without having to inform the client in advance, erase or anonymize all personal data in their systems (with the exception of certain back-up archives) after all relevant legal and regulatory requirements relating to the retention of data will have expired. If Titeca is required to retain data that are used to check the accurate processing of data in accordance with the order or data that must meet the relevant legal and regulatory requirements relating to the retention of data, Titeca is authorized to retain these data during the relevant retention periods after the termination or expiration of the agreement and Titeca shall retain these data in a safe manner after the requirements relating to data retention will have expired.

13.6. Technical and organizational measures
Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing personal data as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons linked to the processing, Titeca shall implement appropriate technical and organizational measures to secure the personal data processed on behalf of the client and maintain this level of security.

13.7. Obligation to report data leaks
Titeca shall inform the client as soon as possible of security breaches to be reported to the Belgian Data Protection Authority and/or the data subject(s).

In case of a security breach, Titeca shall in any case provide the following information at the client's request:
(a) the nature of the breach and of the personal data affected;
(b) the likely consequences of the data breach;
(c) the measures taken in this respect. If it is not possible for Titeca to provide this information immediately, they will do so progressively.

Titeca shall provide every required assistance for the provision of additional information to the supervisor(s) and/or the data subject(s) whenever necessary.

Titeca shall keep an overview of the facts and consequences of the security breach.

13.8. Responsibilities of the client
The client is responsible for the legitimacy of the processing of personal data within the context of the agreement with Titeca.

The client declares and guarantees that, when providing Titeca with personal data for processing:
- the relevant data subjects were adequately informed of their rights and obligations, in particular of the possibility that Titeca will process personal data on behalf of the client and in accordance with the client's instructions;
- they complied with the applicable legislation on data protection and processing when collecting and providing these personal data;
- they will implement all reasonable measures to keep the personal data up to date in order to ensure that the data are not incomplete or incorrect with respect to the purposes for which they were collected.

13.9. Confidentiality obligation
All data and information exchanged between the parties shall be regarded as confidential during the term of the agreement and shall not be disclosed to third parties, nor be used for any purpose other than the purpose agreed between the parties.
The obligation described in the previous paragraph is not applicable to confidential information that:
- was already publicly available at the time of the disclosure by the disclosing party or became publicly available afterwards without the intervention of the recipient;
- was already legally in the possession of the recipient at the time of disclosure, as sufficiently demonstrated by the recipient; or
- is received from third parties by the recipient on a non-confidential basis after the disclosure.

Titeca declares and guarantees that all staff members acting under their authority and entitled to process personal data have undertaken to guarantee the security and confidentiality of the personal data in accordance with the provisions of the agreement entered into with the client. For that purpose Titeca shall inform all staff members acting under their authority and having access to the personal data of the applicable requirements and ensure that they comply with these requirements by means of contractual or legal confidentiality obligations.

If Titeca is required to provide data on the basis of a legal obligation, Titeca shall verify the grounds for the request and the identity of the party making the request. Unless prohibited by law, Titeca shall inform the client prior to providing this information.

14. Applicable law and resolution of disputes

The interpretation and execution of the agreement are governed by Belgian law. The courts of the legal district of West Flanders/Gent, division Kortrijk, shall have exclusive jurisdiction for disputes of any kind.

TITLE II. SPECIAL CONDITIONS

15. Scope – application

These special terms and conditions shall apply exclusively to any cooperation between Titeca and the client relating to services offered by Titeca concerning training, coaching, seminars, events and similar activities (hereinafter also referred to as "Seminar(s)').

Unless otherwise stated below in these special conditions, the provisions of the general conditions as set out above Title I shall not apply to these special conditions.

In case of conflict between the application of the general conditions and the application of these special conditions, these special conditions shall prevail.

Deviations from these special conditions must be expressly accepted in writing by both parties.

16. Execution

All registrations for a Seminar must be made in writing or electronically. In principle, telephone registrations are not possible. An agreement between Titeca and the client regarding a Seminar shall only come into effect after written or electronic confirmation of the client's enrolment by Titeca.

Simultaneously with or shortly after confirmation of registration, Titeca shall send its invoice to the client.

17. Terms of payment

Invoices for Seminars must be paid no later than 14 calendar days after the invoice date.

In case the invoice date is less than 14 calendar days away from the date of commencement of the Seminar, the invoice should be paid at the latest before the start of the Seminar.

Late payments will give rise by operation of law and without notice of default:
- an interest compensation equal to that determined in article 5 of the Law on combating late payment of 2 August 2002,
- a conventional compensation, the amount of which is fixed at 10% of the unpaid amounts with a minimum of EUR 250.00.

Late and/or incomplete payment that has not been rectified before the start of the Seminar will entitle Titeca to refuse the client access to the Course.

The provisions mentioned under 7.5 of present general conditions remain fully applicable.

18. Cancellation & Substitution

18.1 Cancellation by the Client
Cancellation by the client of a Seminar enrolment is possible up to 14 calendar days before the start of the Seminar and will give rise to liquidated damages of 50% of the Seminar enrolment fee. If the client cancels afterwards, the full price of the Seminar will remain due.

Requests for cancellation must always be made in writing or electronically.

18.2. Cancellation and modification of data by Titeca
Titeca will always take all reasonable measures in order to allow the scheduled Seminars to take place.

In the event of unforeseen circumstances such as, inter alia :
- failure to achieve the predetermined minimum number of registrations;
- prevention of the speaker(s)/teachers;
- etc.

Titeca reserves the right to cancel the Seminar, or change the date/location of the Seminar.

In case of cancellation or change of date/location by Titeca, the registration fee already paid will be fully refunded to the client without Titeca being liable for any additional compensation. However, as regards a change of date/location by Titeca, a right to a refund will only exist if the client can prove that the changed date or location makes it completely impossible for him/her to attend the Seminar.

18.3.Substitution
An enrolled client may always have another person attend the Seminar in his/her place. In that case, the client will inform Titeca at the latest before the start of the Seminar about the identity of the person who will replace the enrolled client. However, under no circumstances shall the client be entitled to resell or commercially trade his/her registration to a third party without Titeca's express consent.

Article 19. Intellectual property rights.

Documentation made available during the Seminar is protected by copyright and may not, in whole or in part, be translated, adapted and/or reproduced except with the prior consent of Titeca.

Article 20. Liability.

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