NovaFisko

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NovaFisko subscription agreement — Starter and Firm plans

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This agreement governs access by the accounting firm or fiduciary (hereinafter "the Firm") to the NovaFisko software, published by Novadesko (hereinafter "NovaFisko"). It is accepted online at the time of subscription. All amounts are stated in euros, excluding VAT (excl. VAT), per month.

1. Purpose

NovaFisko provides the Firm with online accounting software (web, desktop and mobile application): client files, Peppol receiving and sending, CODA statements, bank reconciliation, VAT, annual accounts and exports.

The agreement covers the plan chosen by the Firm at the time of subscription: Starter, Firm annual plan or Firm monthly plan. The Discover plan is free of charge and is not subject to articles 5 to 9.

2. Definitions

"Client file": the record of one of the Firm's clients in NovaFisko.

"Tier": the level of the price grid reached by the total number of billable client files (or, under the annual plan, the number of declared clients).

"User": a member of the Firm's team with write access. An employee with view-only (read) access is not a billed user.

"Anniversary date": each anniversary of the subscription start date.

3. Plans

Discover: free of charge, up to 3 clients, viewing of client files linked to Novadesko. If the client pays for its own Novadesko subscription, the Firm owes nothing.

Starter: €15 per client per month, all-inclusive (the client's Novadesko access included), with no monthly base fee, up to 15 clients and a single user.

Firm: a base fee of €49 per month, including 2 users, plus a price per billable client file in accordance with article 5. The Firm chooses either the annual plan with commitment (article 8) or the monthly plan without commitment (article 7). Invoicing is monthly in both cases.

4. Billable client file (active client)

A client file is counted for the invoice, the tier and the plan quota only if it is not empty. Counting is done monthly: a client file is counted for a month if it is billable at the end of that month.

Client file linked to an existing Novadesko account: it is always counted. If the client has its own paid Novadesko subscription, the Firm pays 35 % of the tier price; if the client uses the free access "via the accountant", the Firm pays the full tier price.

Client file created by the Firm: it is counted from the first real data it contains (document or voucher, Peppol invoice received or sent, journal entry, CODA statement). A client file created without any data is not counted. With Peppol activated, it is billed at the full tier price; without Peppol (client file account only), at 35 % of the tier price.

Peppol is activated for a client file only if the client is eligible (in particular, with a valid company number); the absence of Peppol never prevents use of the client file.

NovaFisko shows the Firm, on its subscription screen, the number of billable client files and the number of client files created, as well as the situation of each client file.

5. Prices

Single price per tier: all billable client files are billed at the price of the tier reached by their total number (no

stacking of tiers). Firm grid (the client's Novadesko access included): €13 (1-50); €12 (51-100); €11 (101-200); €10 (201-300); €9 (> 300).

Client file without Peppol (client file account only) and client subscribed to Novadesko: 35 % of the tier price, i.e. €4.55 (1-50); €4.20 (51-100); €3.85 (101-200); €3.50 (201-300); €3.15 (> 300).

Examples: 150 clients = 150 × €11 + €49 = €1,699 per month; 400 clients = 400 × €9 + €49 = €3,649 per month; 400 clients and 6 users = €3,649 + 4 × €19 = €3,725 per month.

One CODA account is included per client. Additional CODA accounts are all billed at the price of the tier reached by their number: €3.50 (1-50); €3.15 (51-100); €2.80 (101-200); €2.45 (201-300); €2.10 (> 300).

Users: 2 included in the base fee; each additional user with write access: €19 per month. View-only access is free of charge.

6. Invoicing and payment

NovaFisko issues a statement each month for the previous month, plus applicable VAT. The statement is sent by e-mail to the Firm's administrators with its PDF and remains available in the application.

The statement is payable within the period stated on it. In the event of late payment, NovaFisko may, after an unanswered reminder, restrict access to the application until payment is made.

7. Monthly plan without commitment

The monthly plan is billed each month on the actual billable client files of the month, in accordance with articles 4 and 5, with the same distinction between with and without Peppol.

An activation fee of €350 excl. VAT is charged once, on the first statement. It is non-refundable.

The Firm may terminate at any time by giving one month's notice. Termination takes effect at the end of the month in which the notice period expires; that last month remains payable.

8. Annual plan with commitment

At the time of subscription, the Firm declares its number of clients (at least 50). This number sets the tier and the monthly invoice is fixed: number of declared clients × tier price + base fee of €49, plus, where applicable, additional users and CODA accounts. No activation fee is charged.

If the Firm uses fewer client files than the declared number, the invoice remains unchanged: there is no refund or adjustment.

At the end of the contract year, if the annual average of billable client files exceeds the declared number, the additional client files are billed pro rata to their months of use, at the tier price of the declared number: full price for a client file with Peppol or a client on the free access "via the accountant", 35 % for a client file without Peppol or a client subscribed to Novadesko. NovaFisko communicates the details of this adjustment before issuing it.

The commitment is for 12 months. It is renewed tacitly for a further period of 12 months, unless notice of termination is given at least 3 months before the anniversary date. The Firm may adjust its number of declared clients on each anniversary date.

9. Documents

Each billable client contributes 150 documents per year (received and sent), pooled at Firm level. A client added during the year contributes a quota pro rata to its months. Clients subscribed to Novadesko fall outside the quota.

Beyond the pooled quota, each document is billed at €0.10 excl. VAT, once a year, at the end of the contract year, after the details have been communicated to the Firm.

10. Partner Firm and launch offer

A Firm recognised as a partner by NovaFisko receives the monthly base fee free of charge for the agreed period (6 months by default). Billable client files are billed according to the grid from the outset, including a client file for which the Firm activates Peppol for a client without a Novadesko subscription.

When NovaFisko grants a launch offer to the Firm, during its first 12 months only the portion corresponding

to the clients' Novadesko access is billed, i.e. 65 % of the tier price for each client file at full price; the base fee, the client file account and additional users are free of charge, and nothing is owed for a client who pays for its own Novadesko subscription. The only condition is that the client file is attached to the Firm, regardless of who created it. The standard grid then applies automatically; the Firm is notified 30 days before the end of the offer, the date of which is shown on its subscription screen.

11. Changes to prices and to the agreement

NovaFisko may change its price grid and this agreement. Any change is communicated to the Firm at least two months in advance. Under the annual plan, prices for the current contract year do not change. A new version of the agreement is submitted to the Firm for acceptance in the application.

12. Data and confidentiality

The data in the client files remain the property of the Firm and its clients. NovaFisko processes them solely to provide the service, in accordance with the GDPR and its general terms and conditions. At the end of the agreement, the Firm may export its data for a reasonable period.

13. Governing law

The agreement is governed by Belgian law. Any dispute falls within the jurisdiction of the courts of the judicial district of Novadesko's registered office, after an attempt at amicable settlement.

14. Electronic acceptance

The Firm accepts the agreement online by ticking the box provided at the time of subscription. NovaFisko records the date and time, the user, the IP address and the version of the agreement accepted. The accepted agreement remains downloadable as a PDF in the application.