

## 1. Terms of advice – Terms and conditions (version 10- 2020)

### 1. General

1. Under "VdM-M-B", being the Contractor, these Advisory Conditions (AC) means: Van de Meeberg Meijer & Bergman BV, registered and office-holding firm in Assen, its owner-shareholders/management/directors and its employees.

All assignments are only accepted and executed by VdM-M-B, and not by or because of an individual employee, even if the Client has expressly or tacitly awarded the contract with a view to its execution by a particular employee or employees. Articles 7:404, 7:407 paragraph 2 and 7:409 BW shall be expressly excluded from application.

'Work' means in this Agreement; All work and operations to be carried out by the Contractor on behalf of the Client, which have been commissioned and accepted by the Contractor, as well as all the work and operations resulting from it for the Contractor.

2. "Client" means in these Advisory Conditions: the natural person, legal person or grouping that, in connection with the provision of services and/or business by VdM-M-B, or the performance of any other performance by VdM-M-B, has entered into an agreement or is in negotiations with VdM-M-B to that end.

3. "Parties" shall mean in these Advisory Conditions: VdM-M-B as defined in point 1 and the Client(s) as defined in point 2.

These Advisory Conditions apply to all agreements in which VdM-M-B provides advice to the Client(s) on a declaration basis, unless the Contract of Services expressly agrees in writing.

4. All offers, offers and agreements of VdM-M-B shall be in accordance with Dutch law.

### 2. Offers

1. All offers made by VdM-M-B, in any form, shall be non-binding, unless expressly stated otherwise.

2. Quotations and specified rates from (financial) institutions shall, unless expressly stated otherwise, be non-binding and subject to acceptance by the relevant insurer, bank, accountant, tax lawyer, notary and/or asset manager. VdM-M-B outsources any mediation activities which derive its operation under the Netherlands Authority for the Financial Markets (AFM) to the company Fundament Finance, which is affiliated with VdM-M-B.

### 3. Service Agreement (OVD)

1. An Agreement of Service (further to be called 'OvD'), as well as a Service Subscription (further to be called 'SA'), will first be established after written acceptance of our offer. Any additional agreements or changes made later will bind VdM-M-B only after its written confirmation.

2. The description on the offer of VdM-M-B shall be deemed to reflect the agreement correctly and in full, unless the Client has protested against it in writing within 3 working days.

3. VdM-M-B reserves the right to refuse contracts without giving reasons. Non-acceptance will be communicated to the Client by VdM-M-B as soon as possible, but at least within 5 working days.

4. VdM-M-B is entitled to require assurances from the Client at or after entering into the Public Prosecution Service, before (continuing) to perform, that both the payment and the other obligations will be fulfilled.

5. These Advisory Conditions shall also apply to any additional or follow-up assignments.

6. The applicability of the client's terms and conditions is hereby expressly rejected by the Contractor.

7. These Advisory Conditions may also be subject to those natural and legal persons who are directly or indirectly involved in any way, whether on the basis of an employment contract, in the provision of services to the client by or because of the contractor.

8. In case the Client has sent any digital message to VdM-M-B and the Client has not received any receipt from VdM-M-B within 48 hours (excluding non-working days and statutory holidays) after that message has not been sent, the Client must ensure that the message has reached VdM-M-B.

VdM-M-B is never liable for any damage resulting from the circumstance that messages sent by the Client to VdM-M-B (e-mail and/or sms and/or voicemail) messages have not reached VdM-M-B.

9. Client commits to offering all his/her financial data through digital delivery (pdf, word, txt, jpeg etc). If this is demonstrably not possible for the Client, the documents can be delivered on paper. VdM-M-B will digitise the data provided on paper, at the expense of the Client (see Article 10(9)).

10. VdM-M-B may have professional and diplomed third parties carry out the work of mediation. Through their appointments, these parties have access to virtually all financial institutions operating in the Netherlands, as well as a number of foreign financial institutions. The costs associated with these mediation activities are already included in the fee due by the Client unless explicitly otherwise agreed.

#### 4. Cancellation

1. If, after an Ovd (orally) has been established, the Client wishes to cancel it, at least 30% of the (orally) agreed fee will be charged as cancellation fees, with a minimum amount of € 750.00, without prejudice to VdM-M-B's right to full compensation, including foregone profits.

2. If VdM-M-B had demonstrably already started the contract, the Client will owe the entire agreed amount of the Public Prosecution Service.

3. In the event of cancellation, by registered letter, within 5 working days of the registration of the OVD, no compensation shall be payable.

4. If the client gives an order to VdM-M-B at a later stage, the cancellation fee will be settled against the agreed amount of the new contract.

5. If VdM-M-B proceeds to (interim) termination, the client is entitled to the cooperation of VdM-M-B in the transfer of work to third parties, unless there is intentional or deliberate recklessness on the part of client which makes VdM-M-B be forced to cancel. A condition for the right to cooperate as provided for in this paragraph is that the Client has paid all the underlying outstanding advances or all declarations.

#### 5. Execution

1. VdM-M-B will carry out the assignment to the best of its ability and with care and will always advise in writing. The assignment is carried out in accordance with the applicable laws and regulations. The Client fully cooperates with the obligations arising for the contractor from the applicable (professional) regulations.

Contractor takes appropriate measures to protect personal data and other confidential information derived from the Client. Contractor will inform employees and the enlisted third parties about the confidential nature of the information. The processing of personal data by the contractor takes place in accordance with the applicable (inter)national laws or (professional) regulations, which are required to disclose confidential information of the client. To the extent necessary, the client hereby consents and cooperates in such disclosure, including (but not exclusively) in the cases where contractor:

- defined in law and (professional) regulation and must report, carried out or intended unusual transactions to the authorities established for this purpose during the performance of its activities,

- must make a fraud report in certain situations,

- is obliged to investigate the (identity of) the client or his client.

2. VdM-M-B determines the manner in which and by which persons the agreed contract is executed, but in doing so takes as much account as possible of the wishes expressed by the Client.

3. If it has come that the contract will be carried out in stages, VdM-M-B may delay the provision of the opinions, which belong to the next phase, until the Client has approved in writing the results of the preceding phase.

4. If the Client wishes to close financial products through the mediation of VdM-M-B, they will be housed within the agencies of third parties. The advisory responsibility lies with VdM-M-B and the management responsibility lies with the third party(s).

#### 6. Time limits for implementation

1. All the time limits for carrying out the contract referred to by VdM-M-B shall be set indicatively and to the best of their knowledge. If the deadline is exceeded, VdM-M-B will inform the Client as soon as possible (in writing). Exceeding the specified time limit cannot be a reason for the Client to terminate the contract in advance.

#### 7. Confidential information

1. Each Party shall take all reasonable precautions to keep the information received from the other Party of a confidential nature secret.

2. VdM-M-B records personal and/or business data of the Client. The client gives VdM-M-B permission in advance to provide the data, the knowledge of which is useful and/or necessary by others other than VdM-M-B in the context of the contract to be carried out, or in the context of relationship management.

#### 8. Cooperation by Client

1. If it is necessary for the Client to cooperate in the implementation of the Public Prosecution Service, the Client will always provide all useful and necessary information or information in writing on request and at all times in writing. The Client is fully responsible for the accuracy and completeness of all information he provides to VdM-M-B.

2. Client clears contractor for damages resulting from incorrect or incomplete documents.

3. For the account and risk of the Client, the additional costs and extra hours incurred by the Contractor, as well as the other damages for the contractor, are due to the failure, timely or proper provision by the client of documents necessary for the execution of the work.

4. If the data necessary for the implementation of the Public Prosecution Service are not made available to VdM-M-B in good time or in accordance with the agreements, or if the Client does not fulfil his obligations in other way, this may lead to a suspension of the implementation of the Public Prosecution Service.

#### 9. Changes and additional work

1. VdM-M-B will notify the Client in writing as soon as possible if a change to be agreed between the parties and/or the completion of the contract will affect the time of completion of the contract.

2. If a fixed fee for the contract is agreed, VdM-M-B will inform the Client in writing in advance if and to what extent a further agreement or addition to the OvD will result in the agreed fee being exceeded.

#### 10. Fee, advances and payment

1. Except where the parties have agreed a fixed fee in the establishment of the OvD, the fee shall be determined by the following factors: hours x applicable hourly rate (fee based) or assets under management (percentage of assets). The agreed hourly rate is set in the Public Prosecution Service.

If, for whatever reason, no specific hourly rate has been agreed or agreed, then a basic hourly rate of € 195.00 excluding VAT - € 235.95 including VAT (being the basic hourly rate 2020).

Invoicing of a fee based agreement will take place monthly. Invoicing of a fixed fee agreement will take place in portions, 30% after the start-up of the file and 70% after completion of the contract.

2. VdM-M-B reserves the right to adjust the rates mentioned annually, in the Public Transport System between Client and VdM-M-B, per 1-1, by a maximum of 3%.

In addition, VdM-M-B reserves the right to adjust the (basic) rates and content of a chosen subscription. The client is informed in advance about any changes and can cancel the subscription with a notice period of 1 month. Statutory adjustments to VAT and other levies, which are imposed by the government, do not constitute a basis for termination of an agreement or subscription.

3. If VdM-M-B has to make travel expenses for the correct execution of its work, these will be passed on to the Client at a fixed rate of € 80.00 per travel hour excluding VAT - € 96.80 per travel hour including VAT. Determination of travel time shall be determined in accordance with the method of calculation used by [www.routenet.nl](http://www.routenet.nl). The fastest route according to this internet application is leading. The calculation takes place at our office in Assen with the postcode 9401JV.

If there is a Service subscription, the travel costs are included up to a maximum of 2 visits per year.

4. A conference call and/or a WhatsApp message and/or an email exchange and/or a telephone contact with a Client will be charged at the last published base hourly rate. For e-mail exchange and WhatsApp messages, a fixed duration of 3 minutes per e-mail message received or sent / WhatsApp message, unless the e-mail / WhatsApp gives rise to the preparation or giving of an opinion, then the actual time invested is the basis for declaration.

5. All declarations will be paid by the Client in accordance with the payment conditions indicated on the declaration. If the Client does not pay the amounts due within the agreed time frame, the Client will, without any notice of payment, be liable for the statutory interest on the outstanding amount, with a minimum of 1% per month. VdM-M-B has a standard payment period of 14 days after invoice date.

6. If, after default, the client remains negligent in the payment of the claim, the claim will be disposed of, in which case the Client will also be liable for reimbursement of judicial and extrajudicial collection costs in addition to the total amount due. The amount of this is set at 25% of the total amount of the fee and of any legal costs, with a minimum of € 550.00 excluding VAT. The reimbursement of the costs incurred is not limited to any cost conviction laid down by the court.

7. VdM-M-B shall charge an advance of 30% of the fee to be declared at the start of the OvD (30% of the total amount of the contract registered to be awarded to the Public Prosecution Service at the start of the OvD) to cover the costs to be incurred by it for the establishment of the file, reading and the primary assessment of the case study.

8. If the creditworthiness of a Client gives rise to this, VdM-M-B may also subsequently require further security in the absence, of which VdM-M-B may suspend the implementation of the Public Prosecution Service. VdM-M-B

reserves the right to immediately claim its claims and the obligations of the Client against VdM-M-B in the event of liquidation, bankruptcy, or suspension of payment of payment from the Client.

9. If required by law, the Turnover Tax will be charged separately on all amounts owed by the client to the contractor.

#### 11. Incalculable deficiency (force majeure)

1. Force majeure ("non-attributable shortcoming") means any of the parties' independent, possibly unforeseeable circumstances which prevent the dD from reasonably requiring VdM-M-B to comply with the Public Prosecution Service. VdM-M-B's force majeure means in any event: strike action, excessive absenteeism of VdM-M-B management or staff, transport difficulties, fire, government measures, operating failures at VdM-M-B, supplier problems, involuntary failures or obstacles that make the implementation of the OvD more costly and/or more difficult, such as storm damage and/or other natural disasters, as a co-default ("attributable defect") by the (software) suppliers of VdM-M-B, which prevents VdM-M-B from fulfilling its obligations to client (in time).

2. VdM-M-B shall not be required to fulfil any obligation if this is not reasonably possible for VdM-M-B as a result of changes in the circumstances in which vdm-M-B is in place, which is not at risk under law or in the judicial use.

3. If VdM-M-B considers that it is in a force majeure situation, it will inform the Client within 5 working days.

#### 12. Complaints scheme

1. Complaints about the performance of the work taken are reported by the Client to the Management of VdM-M-B within 10 working days of discovery, but not later than 20 working days after completion of the contract.

2. If a complaint is justified, VdM-M-B will still carry out the work as agreed by the parties, unless this has become demonstrably pointless for the Client. The Client must then inform VdM-M-B in writing.

3. If the carrying out of the agreed work is no longer possible or meaningful, VdM-M-B will only be liable within the limits laid down in Article 14.

4. VdM-M-B has an internal Complaints Scheme.

5. During an ongoing complaint procedure and/or after the settlement of a complaint, in any form, the Parties are prohibited from speaking out negatively about each other, as this may lead to reputational damage.

#### 13. The use of third parties

1. If necessary or desirable for the correct implementation of the OvD, VdM-M-B third parties may be called in and the costs will be passed on to the Client in accordance with the price statements to be provided by those third parties, or at the hourly rate agreed by VdM-M-B with the Client.

2. If VdM-M-B pre-pays costs to third parties, it is entitled to pass them on to the Client with a premium for overhead costs, up to a maximum of 10%.

3. To the extent that VdM-M-B will use this third-party advice, including advice from accountants, lawyers, tax specialists, estate planners, banks, asset managers, insurers, etc., when selecting third parties, the due diligence is taken into account and we of course apply the legal Privacy conditions.

4. The Parties shall impose their obligations under Article 5 on third parties to be enabled by them.

#### 14. Liability of VdM-M-B

1. In the case of attributable deficiency, the total liability of VdM-M-B, its owners, directors, and employees for damage suffered by the Client, irrespective of the manner in which any claim is justified, either on attributable deficiency or tort or otherwise, shall in no case exceed an amount equal to the insured sum on the professional liability insurance concluded by VdM-M-B.

In the event that professional liability insurance does not provide cover in a specific case, the liability of VdM-M-B as well as of its owners, directors, its employees and the third parties involved in the execution of the contract are limited to a maximum of the total of the fee charged to the Client. If, in an exceptional case, VdM-M-B has not charged a direct fee for its services to the Client, but has received compensation from a third party for its work, the liability of VdM-M-B and hers is limited to a maximum of the compensation received by VdM-M-B from that third party. If VdM-M-B has carried out a pro bono contract, it will never be liable for this contract and there will never be any compensation in any form.

2. VdM-M-B shall not be liable for damages if the Client falls short in its responsibilities or if the Client knowingly, or unknowingly, provides or has provided incorrect, defective or incomplete information.

3. Any liability, for any damage, which may result from errors in computer software used by VdM-M-B is excluded, unless and to the extent that the supplier of such software accepts liability and the damage can be dressed on it.

4. VdM-M-B shall never be liable for damages, in any form, resulting from the fact that the Client has not or has not paid the premiums charged to him/her for financial products he/she has signed, despite sound summation of the financial institution or VdM-M-B, not in time.

5. VdM-M-B shall never be liable for any damage resulting from work carried out by third parties as defined in Article 13(3).

6. VdM-M-B excludes any liability for damages caused by the Client as a result of vdm-M-B complying with the laws and regulations in force for it.

7. In the case VdM-M-B advises on financial products in which an investment and/or investment component is part, VdM-M-B provides a forecast as to the possible results of the product in question. This is only an indication. VdM-M-B is never liable for damages against the Client or third parties, which results directly or indirectly from a (disappointing) development of financial products and/or (disappointing) results, returns, profitability, etc. of financial products.

Furthermore, VdM-M-B is not liable for damages caused by errors or inaccuracies in third parties, including any financial institution, from forecasts of results, returns, profitability, etc.

8. The provisions of this Article shall be without prejudice to the liability of VdM-M-B for damage caused by the intention or deliberate recklessness of its subordinates.

#### 15. Lapse of duty

1. After 20 working days from the date of the day of the advice or termination of the work, any right of the Client to VdM-M-B in this matter shall be eliminated in the event of any deficiencies and/or errors of VdM-M-B in the performance of the OVD.

#### 16. Applicable law and disputes

1. All agreements between VdM-M-B and Client are governed by Dutch law.

2. All disputes shall be settled only by the competent court in the location of VdM-M-B in the Netherlands or of the district where VdM-M-B is located in the Netherlands, even if the Client resides abroad.

## 17. Confidentiality and protection of personal data

1. The Parties shall, repeatedly, undertake the confidentiality of any information which has become known to them under the agreement concluded with the other Party and which must reasonably be known to it that the information must be considered confidential or secret.

VdM-M-B has also required its employees and any sub-processors to maintain confidentiality. We observe confidentiality with respect to the personal data entrusted to us, as it applies to our companies based on the rules of conduct and professional conduct.

2. Personal data provided by the Client to VdM-M-B will not be used or provided by VdM-M-B to third parties for purposes other than for the purpose of carrying out the contract given to it or by sending it to the Client, except to the extent that VdM-M-B is obliged, under the law or public order, in the course of its business to provide the relevant data to a designated body.

3. If the Client objects to the inclusion of his personal data in any mailing list e.g. of VdM-M-B, VdM-M-B will remove the relevant data from the relevant file at the first written request of the Client.

4. VdM-M-B processes your personal data only in the context of the agreed contract. In principle, we do this process no longer or more extensively than necessary for the execution of the contract provided. Given the nature of our professional practice and the nature and design of the automated environment, we reserve the right, for example, in the context of efficiency or in our professional practice to keep regularly occurring types of data for longer or more extensively. The retention obligation is regulated by VdM-M-B, unless, for example, it returns this duty to the Client. The processing takes place appropriate to the contract issued, unless VdM-M-B is required under the laws and/or regulations to act differently (e.g. when weighing up a "unusual transaction", which must be done under the Law for the Prevention of Money Laundering and Financing of Terrorism (Wwft)). If, in our opinion, an instruction infringes the GDPR, we will inform you immediately.

5. VdM-M-B has taken and documented appropriate security measures. The security measures have been taken into account, taking into account the risks to be mitigated, the state of the art and the cost of the security measures. VdM-M-B shall provide appropriate safeguards for the application of the technical and organisational security measures relating to the processing operations to be carried out. If you want us to inspect the way in which we comply with the security measures, please make a request to us. We will make agreements with you on this. The cost of an inspection is at your expense. You will make a copy of the inspection report available to us.

6. If there is a data breach, we will notify you. We aim to do so within 48 hours of us discovering this data breach, or as soon as possible after we have been informed by our sub-processors. We will provide you with the information that you reasonably need to make a correct and complete notification, if necessary, to the Dutch Data Protection Authority and, if necessary, the data subject(s) in the context of the Data Leaks Obligation or we will forward the notification of our possible sub-processor to you. We will also keep you informed of the measures taken by us, or our possible sub-processor, in response to the data leak.

7. In our Service Guide we have described our Privacy conditions in detail. The Service Guide is awarded to all candidate relationships.

## 18. Amendment and additional general conditions

1. Amendments and/or additions to these Advisory Conditions shall bind parties to the Agreement from the day following the date of transmission thereof.

2. If, where appropriate, VdM-M-B does not require strict compliance with these advisory conditions, this does not entail the fact that they would not apply or that VdM-M-B would lose the right to require strict compliance with these conditions in future cases, similar or not.

3. These Advisory Conditions shall also apply to all activities we carry out under all our business names as stated in the Chamber of Commerce.

#### 19. Intellectual property

1. All rights relating to (mental) products or concepts, including working methods, opinions, which VdM-M-B has used in the course of the execution of the contract issued by the Client or which are the result of the work carried out by VdM-M-B under the contract, rest solely with VdM-M-B, provided that those rights do not also belong to third parties.

2. Without the prior written consent of VdM-M-B, the Client shall expressly be prohibited from disclosing, exploiting, or multiplying products referred to in paragraph of this Article, nor to make use of them for any purpose or posting them to persons other than for which or for whom the products in question are intended. This prohibition shall also include the express or tacit authorisation of the aforementioned acts.

3. 'products' shall mean in this context (but not exclusively); computer programs, system designs, practices, advice, (model) contracts, reports, templates, macros, and other mental products.

#### 20. Terms use Insight Module Planning Software (IMP)

If the Client chooses an IMP (My Safe), the following provisions apply to it:

1. Prices and rates are adjusted annually by a fixed index of 3%.

2. All rights of intellectual or industrial property on the software made available shall be vested solely with VdM-M-B or its suppliers. Client obtains only the rights of use and powers expressly granted by this agreement. Client shall not be permitted to sell, rent, multiply, sub-license, dispose of, disclose, or grant limited rights to the software and carriers on which it is committed.

3. VdM-M-B would like to point out to Client that a report via a software application in general can show omissions and that the software is subject to releases, with the ultimate objective of keeping the software up to date and improving quality and user convenience. VdM-M-B depends on its software suppliers.

4. Client shall ensure that the data provided to VdM-M-B and the data entered into the software at any later date or at any later date are correct and complete. Client exempts us from the consequences resulting from the incorrect and/or incomplete nature of the data entered.

5. Client must oversee himself and is responsible for the security and confidentiality of his/her username/password and is required to inform us immediately upon any finding or suspicion of misuse of his/her username/password.

6. The cost of the module is recorded in the OvD. This is a 1- or 2-year contract (10% discount for year 2)

7. The module has a written notice period of 2 months before the expiry date. At the time of cancellation, VdM-M-B will immediately block the module.

#### 21. Terms of Service Subscription Continuous up to Date (SA)

If the Client chooses an insight module planning software (belonging to a financial planning), then the following provisions apply:

1. Prices and rates are adjusted annually with a fixed index of 3%. The agreement shall be entered into for a period of 1 or 2 years. If you choose a 2-year subscription, there is a 10% discount.
2. The module is indisputable on the part of Client for the first 12 months. After this, the module can be cancelled with a written notice period of 2 months. The cancellation must be in possession of VdM-M-B 2 months before the expiry date of the subscription.
3. If the Client cancels this module in the interim, he/she will emphatically no longer be entitled to an update of his or her financial planning after the next 12 months, unless there is a paid period of 12 months.
4. The conditions are determined individually, and The Client receives from VdM-M-B a separation annex, or a list in the Public Prosecution Service of the activities covered by this subscription.
5. Activities outside the subscription (as set out in the Annex belonging to the personal SA), including activities such as an extensive pension analysis, estate planning, home purchase and financing guidance, divorce advice, etc., are taxed separately to the Client at the prevailing basic hourly rate with a discount of 10%. VdM-M-B will always make an offer in advance for this work. Only after acceptance of this, the work will be started.

## 22. Other provisions

1. If VdM-M-B carries out work on client's site, the Client guarantees a suitable workplace, which complies with the statutory occupational health and safety standards and other applicable regulations regarding working conditions. The client must ensure that VdM-M-B is provided with office space and other facilities that VdM-M-B considers necessary or useful to implement the contract and which meet all the (legal) requirements to be set. With regard to available (computer) facilities, the Client is obliged to ensure continuity, including through adequate backup, safety and virus control procedures. Contractor will apply virus control procedures when VdM-M-B uses the client's facilities.
2. The Client will not hire or approach any employees involved in the performance of the work in order to join the Client, whether temporarily or indirectly, or to work directly or indirectly for the benefit of the Client, whether or not employed, during the term of the contract or any extension thereof and for the following 12 months.

## 26. Repair clause staples

1. If any provision contained in these Terms of Advice or from the underlying contract/agreement (the OVD) is wholly or partly null and void and/or not enforceable, because of any legal requirement, court order or otherwise, this will have no effect whatsoever on the validity of all other provisions of these Advisory Conditions or the underlying contract/contract.
2. If any provision in the contract or part of the contract cannot be relied upon in law, the remainder of the contract shall remain in force without prejudice, provided that the provision on the part to which no recourse can be made must be deemed to have been adapted in such a way as to enable them to be recourse to it, while maintaining the intention of the parties with regard to the original provision or the original part.