

## GENERAL CONDITIONS ADM Investor Services BV

### 1. GENERAL PROVISIONS

#### *Applicability*

- 1.1 These general terms and conditions apply to all offers, quotations and agreements. by the decided company ADM Investor Services BV, hereafter closer to be indicated with "ADM".
- 1.2 This general terms and conditions exist only out general provisions. The general provisions are not by application for as far of them in the special conditions are deviated from. It is possible that the provisions of various special conditions apply to an agreement with ADM.
- 1.3 By entering into an agreement with ADM, the other party waives any rights Through it used terms and conditions how also named, so that on already our agreements exclusively the Through ADM used terms and conditions applicable are.

#### *Quotes, creation and change agreement*

- 1.4 Differences and/or changes by which earth and scope than also become expressly reserved by ADM.

#### *Rates and prices*

- 1.5 ADM is at all times entitled to change the agreed rates and/or prices. If the counterparty of ADM is a consumer (being a natural person not acting in the exercise of his profession or business), that consumer is entitled to terminate the agreement at dissolve as the price increase inside three months after It conclusion of the agreement takes place.
- 1.6 All prices are exclusive of VAT unless expressly stated otherwise. ADM is entitled each change by It VAT rate On the counterparty Through at calculate.

#### *Payment*

- 1.7 Unless expressly agreed otherwise, ADM invoices must be paid within fourteen to dawn after the invoice date at are met. Everyone right on settlement has been excluded by the other party.
- 1.8 If payment is not made on time, the other party is in default without a notice of default being required. The other party is - without prejudice to its other obligations - from the due date of the invoice until the day of full payment. about the yet open amounts An interest owed on annual basis of the applicable statutory commercial interest rate as referred to in Article 6:119a of the Dutch Civil Code. If the other party is a consumer (being a natural person not acting in the exercise of his profession or company) is the statutory interest based on Article 6:119 of the Dutch Civil Code applies.
- 1.9 In the event of non-payment or late payment, all legal proceedings and execution costs as well as administration costs and extrajudicial collection costs will be borne by the counterparty. The extrajudicial collection costs amounts indicative € 40.00 excluding VAT
- 1.10 ADM always has the right to request both before and after the conclusion of the agreement security for the payment cq prepayment at desire, this will suspend the performance of the agreement by ADM until the security has been provided and/or the advance payment has been received by ADM.

### *Dissolution*

- 1.11 ADM may, without being liable for any damages, by registered letter to write of immediate Entrance and without judicial intervention, terminate its agreement with the other party in whole or in part, if:
- a) the other party applies for a suspension of payments or its bankruptcy or is declared bankrupt or enters into an agreement outside bankruptcy offers, or on any element by her assets seizure is laid;
  - b) the other party ceases its activities and ceases to pursue its statutory objective, to liquidation decision, otherwise her legal personality loses, or transfers or merges its business;
  - c) the other party fails to fulfil one or more obligations arising from the relevant agreement, fails to fulfil them on time or fails to fulfil them properly, and they acknowledge this failure not inside seven calendar days after Through ADM to this end having been notified in writing, has been lifted;
  - d) ADM the edition by It concerning product or the granting by the the service in question ceases.

It certain in this article 1 member 14 leave without prejudice to the other to ADM bee shortcoming in the fulfillment of the other party's legal obligations to future powers, such as those to demand performance and/or full compensation.

### *Intellectual Property rights*

- 1.12 The intellectual property rights and similar rights, including copyrights, trademark rights, patent rights, neighbouring rights, rights to protect performances including database rights on all publications and other information products issued by ADM are vested in ADM and/or its licensors. Nothing from the publications or information products of ADM may be reproduced without the express, prior, written permission of ADM and/or its licensors. become multiplied and/or public made on which wise then too.

### *Confidentiality*

- 1.13 All information provided by ADM to the other party, including all information regarding ADM products and services, documentation, software and applications provided, is becoming considered as confidential information. The counterparty shall this information at all times:
- a) strictly confidential to deal with and this not public to make or reveal to third parties unless the other party is obliged to do so by a court order or by order of a supervisory authority;
  - b) only to use for It goal for what the confidential information has been provided.

## *Persoonsgegevens*

- 1.14 ADM records data of natural persons for the execution of the ( subscription ) agreements and when these persons have contact with ADM in the context of service provision. This data is used to execute an agreement and to inform persons about products and services of ADM and carefully selected third parties that are relevant to them. The e-mail address of these natural persons is only used to inform them about similar products and services of ADM and its group companies, unless a person no permission gives for further usage. If the natural If a person does not wish to receive this information by post or e-mail, this can be communicated in writing to: DCA Multi Media BV, Middendreef 281, 8233 GT Lelystad or by e-mail: [salesupport@dca.nl](mailto:salesupport@dca.nl).

## *Force majeure*

- 1.15 If, in ADM's reasonable opinion, ADM is unable to perform its obligations without default due to force majeure, which is understood to mean a circumstance beyond its control not possible is or shall are, has she It right the agreement whole or partially terminate or temporarily suspend the performance of the agreement, without being liable for any compensation.
- 1.16 Force majeure includes, but is not limited to, the threat of war, war, revolt, molestation, strikes, boycott, business interruption, malfunctions in It traffic or transport, disruptions in (data) networks, government measures, shortages of raw materials, natural disasters, fire, nuclear reactions, machine breakdown and all other circumstances under which full or partial compliance with the agreement by ADM cannot reasonably be expected.
- 1.17 If ADM has already partially fulfilled its obligations upon the occurrence of force majeure, or can only partially fulfil its obligations, it is entitled It already delivered cq the available part individual at to invoice and the other party is obliged to pay this invoice as if it concerned a separate contract.

## *Liability*

- 1.18 The liability by ADM, by the staff members by ADM and by the persons for whom ADM is responsible and/or liable:
- a) excluded in all cases, except in the case of intent or deliberate recklessness by It highest manager staff by ADM;
  - b) if ADM should nevertheless be held liable, in all cases of personal injury and physical damage to goods (including destruction or rendering unusable of the goods in question) and which is attributable to it, limited to a maximum of the invoice value of the part by the Agreement from which the liability results, while ADM will never be liable for indirect damage (including all damage that is not direct damage, which therefore also includes delay damage and loss of profits).
- 1.19 All information, including ideas, opinions and/or instructions, has been carefully compiled wise and Unpleasant best to know composed, however can ADM and authors in no way guarantee the correctness or completeness of the information. ADM and authors therefore accept no liability for damage of any kind resulting from actions and/or decisions based on the information in question. The other party is strongly advised not to use this information in isolation but to rely on its professional knowledge and experience and to check the information to be used.

- 1.20 The the other party indemnifies ADM for every liability towards third parties consequential use or It not be able to to use Through the counterparty by the Through ADM published publications and other information products.
- 1.21 Objections in return for the (order) confirmation serve within 24 o'clock to knowledge by ADM to be brought.
- 1.22 Defects in the execution by the agreement by ADM serve Like this soon if possible, in writing, but in any case within eight days after the time of discovery of a defect in the performance, or within eight days after the time at which the defect in the performance should have been discovered, to be brought to the attention of ADM, after which all rights of the other party against ADM shall lapse.

#### *Compliance law- and regulations*

- 1.23 The counterparty will comply with all applicable laws and regulations as well as codes of conduct careful to comply with, and indemnifies ADM in return for claims by third parties on that account.

#### *Miscellaneous*

- 1.24 ADM is entitled to transfer the rights and obligations arising from the agreement to a company with which it is affiliated in a group, or to transfer them to a third party in the context of An transfer by (An part by) the enterprise from ADM or in It frame by the transfer of a title, a product or a service of ADM. By entering into an agreement with ADM, the other party agrees in advance to such a transfer. ADM will inform the other party in a timely manner about a transfer.
- 1.25 ADM is entitled to amend these terms and conditions. Amendments will also apply to agreements already concluded, from the moment indicated by ADM. ADM will announce such amendments in a timely manner on the date indicated by it. at to elect wise, that bee slight changes can exist out It publish by the amended terms and conditions on the websites managed and published by ADM and refer to the amended terms and conditions. Only if the amendment of the terms and conditions has far-reaching consequences for the rights and obligations of the parties, the other party has the right to inform ADM that it wishes to continue the agreement on the basis of the unchanged present terms and conditions instead of on the basis of the amended terms and conditions.
- 1.26 In the event of a change in name and/or address details, the other party must submit both the old and the new details at least fourteen days before the effective date of the change. in writing to ADM Through at to give, Middendreef 281, 8233 GT Lelystad or per e-mail: [salesupport@dca.nl](mailto:salesupport@dca.nl).
- 1.27 If and to the extent that a provision of these terms and conditions is deemed unreasonably onerous by law, is becoming considered towards An counterparty that An consumer is (being An Naturally person not trading in the exercise are profession or company) and the other party annuls that provision, the annulled provision will be replaced by a provision that is not unreasonably onerous but protects ADM's interests as best as possible.

*Geschillen en toepasselijk recht*

- 1.28 All disputes relating to the agreements concluded by ADM will be brought before the competent court in Midden Nederland, or - at ADM's discretion if she An dispute pending makes – for the competent right at Lelystad. ADM is also entitled to submit a dispute with a counterparty who is a consumer (being a natural person not acting in the exercise of his profession or business) to the relatively competent court on the basis of the law. If that is a different court than the court in Midden Nederland, and ADM submits the dispute to the court in Midden Nederland, then that consumer is entitled to choose for settlement by the competent court according to the law within 6 weeks after ADM has invoked this clause in writing.
- 1.29 On all of ADM Closed agreements is Dutch right by application, to the exclusion of the Vienna Sales Convention.

**General terms and conditions ADM Investor Services BV**  
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