

GENERAL TERMS AND CONDITIONS

ADM Investor Services BV

General Terms and Conditions

- 1.1 These general terms and conditions apply to all offers, quotations, and agreements of the private limited company ADM Investor Services B.V., hereinafter referred to as "ADM".
- 1.2 These general terms and conditions consist solely of general provisions. The general provisions do not apply insofar as they are deviated from in the special conditions. It is possible that the provisions of different special conditions apply to an agreement with ADM.
- 1.3 By entering into an agreement with ADM, the other party waives any conditions it may use, regardless of their name, so that only the conditions used by ADM apply to all our agreements.

Quotations, Formation, and Amendment of Agreement

- 1.4 ADM expressly reserves the right to make deviations and/or changes of any kind and extent.

Rates and Prices

- 1.5 ADM is entitled to change the agreed rates and/or prices at any time. If the other party of ADM is a consumer (being a natural person not acting in the exercise of their profession or business), that consumer is entitled to terminate the agreement if the price increase occurs within three months after the agreement is agreed upon.
- 1.6 All prices are exclusive of VAT unless expressly stated otherwise. ADM is entitled to pass on any change in the VAT rate to the other party.

Payment

- 1.7 Unless expressly agreed otherwise, ADM's invoices must be paid within fourteen days of the invoice date. Any right of set-off by the other party is excluded.
- 1.8 If payment is not made on time, the other party is in default without the need for a notice of default. The other party is - without prejudice to its other obligations - liable to pay interest on the outstanding amounts from the due date of the invoice until the day of full payment at 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 their profession or business), 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 judicial process and execution costs, as well as administrative costs and extrajudicial collection costs, are borne by the other party. The extrajudicial collection costs amount to an indicative €40.00 excluding VAT.
- 1.10 ADM always has the right to require security for payment and/or advance payment, both before and after the conclusion of the agreement, suspending the execution of the agreement by ADM until the security is provided and/or the advance payment is received by ADM.

Termination

- 1.11 ADM may, without being liable for any compensation, terminate its agreement with the other party in whole or in part by registered letter with immediate effect and without judicial intervention, if: a) the other party applies for a moratorium on payments or its bankruptcy, or is declared bankrupt, or offers a settlement outside of bankruptcy, or if any part of its assets is seized; b) the other party ceases its activities, stops pursuing its statutory objective, decides to liquidate, otherwise loses its legal personality, or transfers or merges its business; c) the other party fails to fulfil one or more obligations arising from the relevant agreement, does not do so on time or properly, and has not remedied this shortcoming within seven calendar days after being given written notice by ADM; d) ADM discontinues the publication of the relevant product or the provision of the relevant service.

The provisions of this Article 1.11 do not affect the other rights of ADM in the event of a breach of contract by the other party, such as the right 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 informative products issued by ADM, rest with ADM and/or its licensors. Nothing from the publications or informative products of ADM may be reproduced and/or made public in any way without the express, prior, written permission of ADM and/or its licensors.

Confidentiality

1.13 All information provided by ADM to the other party, including all information regarding ADM's products and services, provided documentation, software, and applications, is considered confidential information. The other party shall at all times: a) treat this information as strictly confidential and not disclose or reveal it to third parties unless the other party is obliged to do so by a court order or by order of a supervisory authority; b) use it only for the purpose for which the confidential information was provided.

Personal Data

1.14 ADM records data of natural persons for the execution of (subscription) agreements and when these persons contact ADM in the context of services. This data is used to execute an agreement and to inform persons about relevant products and services of ADM and carefully selected third parties. The email 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 does not give permission for further use. If the natural person does not wish to receive this information, by post or by email, this can be communicated in writing to: DCA Multi Media B.V., Middendreef 281, 8233 GT Lelystad or by email: salesupport@dca.nl.

Force Majeure

1.15 If, in the reasonable opinion of ADM, compliance by ADM is not possible or will not be possible due to force majeure, which is understood to mean a circumstance beyond its control, it has the right to terminate the agreement in whole or in part, or to temporarily suspend the execution of the agreement, without being liable for any compensation.

1.16 Force majeure includes, but is not limited to, the threat of war, war, uprising, riots, strikes, boycotts, business disruptions, traffic or transport disruptions, disruptions in (data) networks, government measures, scarcity of raw materials, natural disasters, fire, nuclear reactions, machine breakdowns, and all other circumstances under which compliance by ADM cannot reasonably be demanded.

1.17 If ADM has already partially fulfilled its obligations at the onset of force majeure, or can only partially fulfill its obligations, it is entitled to separately invoice the delivered or deliverable part and the other party is obliged to pay this invoice as if it were a separate contract.

Liability

1.18 The liability of ADM, its employees, and the persons for whom ADM is responsible and/or liable: a) is excluded in all cases, except in the event of intent or deliberate recklessness by the highest executive personnel of ADM; b) if ADM is nevertheless deemed liable, in all cases of personal injury and physical damage to goods (including destruction or unusability of the relevant goods) attributable to it, is limited to at most the invoice value of the part of the Agreement from which the liability arises, 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 profit).

1.19 All information, including ideas, opinions, and/or instructions, is compiled with care and to the best of our knowledge, but ADM and authors cannot guarantee the accuracy 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 intended information. The other party is emphatically advised not to use this information in isolation but to rely on its professional knowledge and experience and to verify the information to be used.

The other party indemnifies ADM against any liability towards third parties arising from the use or inability to use the publications and other informative products issued by ADM.

1.21 Objections to the (order) confirmation must be brought to ADM's attention within 24 hours.

1.22 Defects in the performance of the agreement by ADM must be reported in writing as soon as possible, 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 when the defect in the performance should have been discovered, after which all rights of the other party against ADM lapse.

Compliance with Laws and Regulations

1.23 The other party shall carefully comply with all applicable laws and regulations as well as codes of conduct, and indemnifies ADM against claims from third parties in this regard.

Miscellaneous

- 1.24 ADM is entitled to transfer the rights and obligations arising from the agreement without further consent from the other party to a company with which it is affiliated in a group, or to transfer them to a third party in the context of a transfer of (part of) ADM's business or in the context of the transfer of a title, product, or service of ADM. By entering into an agreement with ADM, the other party consents in advance to such a transfer. ADM will inform the other party of a transfer in a timely manner.
- 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 in a manner of its choosing, which in the case of minor amendments may consist of publishing the amended terms and conditions on the websites managed and issued by ADM and referring to the amended terms and conditions. Only if the amendment of the terms and conditions has significant consequences for the rights and obligations of the parties does the other party have the right to inform ADM that it wishes to continue the agreement based on the unchanged terms and conditions instead of the amended terms and conditions.
- 1.26 In the event of a change of name and/or address details, the other party must notify ADM in writing of both the old and new details at least fourteen days before the effective date of the change, Middendreef 281, 8233 GT Lelystad or by email: salesupport@dca.nl.
- 1.27 If and insofar as a provision of these terms and conditions is considered unreasonably onerous under the law towards a counterparty who is a consumer (being a natural person not acting in the exercise of their profession or business) and that counterparty nullifies that provision, a provision that is not unreasonably onerous but protects ADM's interests as much as possible will replace the nullified provision.

Disputes and Applicable Law

- 1.28 All disputes relating to agreements concluded by ADM shall be brought before the competent court in Midden Nederland, or – at ADM's choice if it initiates a dispute – before the competent court in 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 their profession or business) to the relatively competent court based on 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, that consumer is entitled to choose within 6 weeks after ADM has invoked this clause in writing, for resolution by the court competent under the law.
- 1.29 All agreements concluded with ADM are governed by Dutch law, to the exclusion of the Vienna Sales Convention.

Algemene voorwaarden ADM Investor Services B.V. Handelsregister Gooi-, Eem- en Flevoland 34.154.187 December 2018.