

GENERAL TERMS & CONDITIONS FINODEX B.V.
(version 26 February 2020)

1. Applicability

- 1.1 These terms and conditions apply in addition to the agreement entered into with you - hereinafter also referred to as the Customer - (hereinafter: "the Agreement") and therefore apply if you use one or more of our products or services (hereinafter collectively referred to as "Services"). The Agreement and these terms and conditions govern the legal relationship that you have with us. "Finodex" means: Finodex B.V., having its office at Huizermaatweg 570, 1276 LN Huizen, the Netherlands, registered with the Chamber of Commerce under number 32095473), VAT number NL811549306B01, hereinafter referred to as "Finodex".

2. Definitions

- All of the following words and terms in the singular have the same meaning as in the plural and vice versa.
- a) **Connected Broker:** the broker, connected to the Platform, who performs tasks commissioned by Customer.
 - b) **Consumer:** a natural person, not acting for purposes in a business or professional activity.
 - c) **Copy Trade:** as described in article 10.
 - d) **Copy Trade Subscription:** a paid subscription for the Customer, providing Customer access to the services on the Platform, such as Copy Trade.
 - e) **Customer:** you, receiving one or more Services from Finodex.
 - f) **Model Portfolios:** Systems published by Signal Providers. Model Portfolios usually trade in a combination of instruments and combine one or more strategies.
 - g) **Order:** a request from Customer to Connected Broker to buy or sell securities.
 - h) **Platform:** the Signal Trading software provided by Finodex as Software-as-a-Service to Customers via the website finodex.com or other websites.
 - i) **Signal Providers:** Independent parties who provide one or more Systems via the Platform, that can be followed by providing Signals.
 - j) **Signal Trading:** the way in which Customers can follow Systems, enabling them to send orders to the Connected Brokers for buying and/or selling securities, either manually or via Copy Trade, depending on the agreed possibilities.
 - k) **Signals:** buy and/or sell signals which - whether or not mechanically - are being generated by Signal Providers for their Systems. Signals are uniform for all Customers who follow the System and are of a general nature. Signals are not adapted to the personal situation of the Customers.
 - l) **System Subscription:** a paid subscription for Customer, providing the Customer with access to the services on the Platform, such as the following of Signals of Trading Systems and/or Model Portfolios.
 - m) **Systems:** Trading Systems and/or Model Portfolios published by Signal Providers.
 - n) **Trading Systems:** Systems, published by Signal Providers. Trading Systems usually trade in one instrument with a particular strategy.

3. Our Services - general

- 3.1 You must be at least 18 years of age to use our Services.
- 3.2 Our Services include software, such as the Platform, that is made available to you. You do not acquire any ownership of the Services but just a right to use the Services for the duration and at the price according to the Agreement.
- 3.3 You will have access to the Services via your web browser. The browsers for which the software is optimized are announced by us. We cannot be held responsible for the incorrect functioning of our Services if you use an outdated web browser. You yourself are responsible for your computer equipment and having an internet connection and adequate security, such as a firewall and an antivirus program.
- 3.4 We strive to keep the Services available online. We cannot guarantee that our Services will always be available and that they will work without errors. This is partly due to the fact that we are dependent on third parties, such as internet service providers and telephone companies, for offering our Services

(online). Therefore, we cannot assume any obligation towards you regarding the availability of our Services.

- 3.5 We can, at our own discretion, continuously develop the Services offered by us. It is therefore possible that our Services change during the term of the Agreement concluded with you. In particular, we are entitled to adjust Systems and remove Signal Providers from our Platform. We will post changes to you that affect the use of the Services afterwards. A change to the Services does not entitle you to terminate the Agreement.
- 3.6 You can only use our Services for the purpose for which they are made available to you. It is not permitted to use our services for commercial purposes or to make them available to others.
- 3.7 If you use our Services to provide investment instructions, you provide those instructions to your bank or Connected Broker and not to us. We only provide you with the possibility to use our Services as an investment tool.
- 3.8 We may offer certain Services at lower prices or conditions than usual (including discounts), at our own discretion. You can use such a Service or comparable Service once every 12 months only. Finodex determines whether this applies. We reserve the right not to execute and cancel the agreement for the subsequent Service, even if you have already made a payment, in which case we will return that payment to you.
- 3.9 We are not supervised by the Netherlands Authority for the Financial Markets (AFM) and do not require a license.

4. Declaration

- 4.1 By creating an account and using our Services, you declare that you:
- are at least 18 years of age;
 - are a private investor;
 - are not a professional investor or (employee of) a financial institution;
 - will use our services exclusively for investment with your private assets.

5. Specific clauses concerning investment tools, training and webinars

- 5.1 The investment tools offered by Finodex allow you to, depending on the applicable functionalities, analyze and invest in various types of products. If you use our investment tools to provide investment instructions, you provide those instructions to your bank/broker and not to us. Finodex' investment tools, training and webinars are exclusively for private investors. Finodex does not provide advice on investments, but only provides resources that you can use when investing.

6. The risks of investing

Investing involves costs and risks that are not associated with saving. You may lose (part of) your investments or more. Depending on your chosen System or your chosen investment strategy, your risk may be unlimited. The use of our Services is entirely at your own expense and risk.

7. No investment advice

- 7.1 Communications from us or from third parties such as Signal Providers, for example on the Platform, the website or as Signals, do not contain investment advice regarding buying or selling securities.
- 7.2 Signals made available by us or third parties are of a general nature and are not tailored to your personal situation. You must decide for yourself whether and how you want to use these Signals. You are responsible for your choice of a Signal Provider. Finodex does not provide advice in this regard.
- 7.3 We compile our information and views with care, but we cannot guarantee their accuracy or completeness.
- 7.4 We also do not guarantee the accuracy or completeness of the Signals offered by Signal Providers via the Platform.

8. Systems (Trading Systems and Model Portfolios)

- 8.1 Systems are published by Signal Providers. Systems can be Trading Systems or Model Portfolios.
- 8.2 Systems are suitable for following with no more than a part of your capital to be invested.

- 8.3 Hypothetical return is the return the System would have delivered from a certain date onwards.
- 8.4 The returns mentioned on the website are excluding transaction costs and excluding subscription costs.
- 8.5 Past returns are no guarantee of future results.
- 8.6 Displayed averages have been calculated by dividing the total hypothetical return over a full period by a 1-year period.

9. Trading Signals – messaging, texting and email

- 9.1 Email and (text) messages containing Signals, trading updates or other content, are always confidential. If you have received a message in error, you must immediately inform the sender of this by return email and remove this message from your system. You are at all times solely responsible for unsubscribing from Trading Signals, even after you have cancelled the Agreement.
- 9.2 Any unauthorized use and/or unauthorized distribution of these messages are not permitted.
- 9.3 Finodex is not liable for the incorrect, untimely or incomplete transfer of the information in a message or for possible delay in the receipt of this message or damage to your system as a result of a message.
- 9.4 It is forbidden to make Signals public or to reproduce them, except for own private use. Making it available to third parties is expressly prohibited.
- 9.5 Finodex does not guarantee that the integrity of a message has been preserved nor that a message is free of viruses, has not been intercepted or has been susceptible to intervention by third parties.

10. Copy Trade

- 10.1 Copy Trade consists of software for ordering buying or selling securities through Finodex' software. Depending on the agreed options, this can be done via a validation by the Customer of a particular Signal before the software converts the Signal into an order for execution by the Connected Broker, or via a method of automatic buying or selling securities. The buy or sell takes place based on the Signals of the System or the Systems that you are following. You are at all times responsible for activating, using and deactivating Copy Trade and its functionalities, even after the Agreement has been cancelled.
- 10.2 If you use Copy Trade, an automated connection will be made with your account at the Connected Broker of your choice. The Connected Broker is the party that executes your orders for you to buy and/or sell securities. Finodex is not involved in this process. Your Connected Broker must grant you permission to submit buy and sell orders through our software. It is the Connected Broker that executes the orders you submit via Copy Trade. The Connected Broker does so without informing you in advance about the price, the number of securities bought or sold, etc.
- 10.3 In the case of Copy Trade, Finodex will also not inform you in advance regarding the buy or sell of securities.

11. Limitation of our liability

- 11.1 We do not accept any liability for any consequences, such as damage or loss of profit or loss, in whatever way or basis, arising as a result of the use (or, conversely, the impossibility of use), trust in or actions taken as a result of use, of our Services.
- 11.2 This means, among other things, that we are not liable to you for the failure to make forecasts or price expectations. The reason for this is, among other things, that pricing in the securities market is partly determined by a high level of subjectivity and uncertain factors (such as conflicting interests between stock exchange parties). And we cannot influence this.
- 11.3 Nor can we be held liable for the incorrect functioning of our software or the systems associated with it. This is due to the fact that software by definition does not always function flawlessly and because the correct functioning of our software also depends on the way in which third parties, such as stock exchanges, brokers, market data vendors, internet service providers and telephone companies, perform their services.
- 11.4 We are not liable for the incorrect, untimely or incomplete transfer of the information in a message or for possible delay in the receipt of this message.

- 11.5 If we are nevertheless obliged to pay compensation for your damage, the amount of damage will be limited to the amount that we have received from you during the term of the Agreement. In any case, we are never obliged to pay more than € 25,000,--

12. Login details

- 12.1 It is important that no one has access to your account. It is in your own interest that you keep your access codes confidential and that you report any incidents directly to us so that we can take the necessary action.
- 12.2 It is not permitted to make your login details available to others or to grant them access to the Services.
- 12.3 You are responsible at all times for actions performed via your account.

13. Changing of these conditions

We can change the Agreement and these conditions. We will let you know at least 1 month in advance if we do, unless the change is in your favour or if the law requires immediate effect.

14. Right of cancellation

- 14.1 If you are a Consumer and the Agreement falls under a right of cancellation, you have the right to cancel the Agreement concluded with Finodex for the provision of Services within 14 days without giving any reason.
- 14.2 The term for cancellation expires 14 days after the day of concluding the Agreement.
- 14.3 In order to exercise the right of cancellation, you must inform us of your decision to revoke the Agreement via an unambiguous statement (eg in writing by post or email). You can use the model cancellation form on our website for this, but you are not obliged to do so. Our contact info is: Finodex B.V., Huizermaatweg 570, 1276 LN Huizen, The Netherlands, tel. +31 (0)85 1050 530, email: info@finodex.com.
- 14.4 To comply with the cancellation period, it is sufficient to send your communication regarding your exercise of the right of cancellation before the withdrawal period has expired.
- 14.5 In so far that the Agreement relates to digital content, the right of cancellation does not apply if you give us explicit prior permission to start delivery during the term meant in clause 14.2 and have stated that you waive your right of cancellation. By accepting these conditions, you automatically waive your right of cancellation.

15. Prices and payments

- 15.1 Finodex will charge the amounts owed by you monthly and / or within another term included in the Agreement. You agree that invoices (including advance payments) are sent electronically to your email address known to Finodex. You must pay the amounts owed, also amounts that are charged as an advance as referred to in Article 17, within 7 (seven) days after the invoice date.
- 15.2 Finodex may increase the agreed prices. Finodex will inform you of this one month before the price change. If you are a Consumer and the price change takes place within three months after concluding the Agreement, you have the right to terminate the Agreement.

16. Advance

We are entitled to charge an advance. As long as full payment of the advance is not made, we are entitled, without prejudice to our other rights, to immediately suspend the (further) execution of the Agreement and everything that you owe us for whatever reason, is immediately due and payable.

17. Duration and termination of the Agreement

- 17.1 The Agreement lasts for the agreed-upon time. Unless otherwise agreed, the Agreement is always automatically extended by the same duration as the initial duration thereof, unless the Agreement is terminated before the end thereof. You can cancel an Agreement that has been entered into for a period of one year or longer, subject to a cancellation period of one month. You can cancel an

Agreement that has been concluded for a shorter duration than one year, subject to a one-week cancellation period. After the extension, if you act as a Consumer, you will be entitled to cancel the Agreement at any time, subject to a one-month cancellation period for an Agreement that has been extended for a year or more, and a cancellation period of one week for an Agreement that has been extended for a shorter period than one year.

- 17.2 We are entitled to cancel the Agreement with you immediately without having to give a reason for this. Immediate cancellation will in any case take place in the event that we suspect that you are not using our Services in accordance with the Agreement or these terms and conditions or you are misusing our Services. We can also cancel the Agreement immediately if you request a suspension of payment, if your bankruptcy is requested or if the debt rescheduling arrangement applies to you.

18. Personal data

- 18.1 We treat your personal data with care. We do this with due observance of the General Data Protection Regulation.
- 18.2 We use personal data for the implementation of the Agreement. In addition, we may approach you for marketing purposes related to our Services.

19. Transfer

You give Finodex the right in advance, without the explicit permission of you, to transfer the entire Agreement or parts thereof.

20. Intellectual property rights

All intellectual property rights remain with Finodex. Nothing in the Agreement or these terms and conditions aims to transfer any intellectual property right to you. You only receive a limited right to use our Services

21. Applicable law and dispute resolution

Dutch law applies to agreements concluded with us. Any disputes can be dealt with by a Dutch court.

22. EULA (End User License Agreement) VWD Group Netherlands B.V.

We use information from VWD Group Netherlands B.V. for our Services. This information is made available to you and consists of price and stock market information and other financial information. Conditions apply to the use of the information by you. These conditions are contained in the EULA (End User License Agreement) of VWD Group Netherlands B.V. These conditions can be consulted on the website finodex.com and are show in full below.

EULA (End User License Agreement) VWD GROUP NETHERLANDS B.V.

BY AGREEING WITH THIS EULA YOU INDICATE THAT YOU HAVE READ AND UNDERSTOOD THIS EULA, AND AGREE TO BE BOUND BY ITS CONDITIONS. THESE LICENCE TERMS CONSTITUTE THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN YOU AND **VWD GROUP NETHERLANDS B.V.** AND ARE INEXTRICABLY LINKED TO YOUR AGREEMENT WITH **FINODEX B.V.**

1. GENERAL. **FINODEX B.V.** provides you with software whereby information is provided to You as a "Licensee" under the following conditions by **VWD GROUP NETHERLANDS B.V.** ("Licensor") under this EULA. As a Licensee, you must log in to your account with a password specified by the Licensor.
2. LICENSE. Licensor grants Licensee solely for the duration of and in combination with his / her contract with **FINODEX B.V.** the non-exclusive, non-transferable, limited right to use the information provided. The rights granted to Licensee in this respect are limited to Licensor's intellectual property rights to the information and do not include any other rights. Licensor reserves all rights that are not explicitly granted to Licensee in the context of this EULA.

3. PURPOSE. The software used solely offers Licensee the possibility to request and receive certain price and stock exchange information and other financial information ("Data"). Licensee must refrain from unauthorized use of the transferred data.
4. INTELLECTUAL PROPERTY. The ownership rights to Data that is generated, displayed or accessed using the software offered are vested in the licensor, the exchanges and / or other suppliers. The Data is protected by copyright, database rights and / or legal provisions and treaties relating to intellectual property rights and may be subject to the terms of use of the parties that provide that Data. Reproduction, disclosure, or otherwise dissemination of the Data generated is strictly prohibited.
5. NON-PROFESSIONAL USER" (non-professional user) statement
By agreeing to this EULA you declare that you meet the conditions to qualify as a "non-professional user" of the Information provided by **VWD GROUP NETHERLANDS B.V.**

This means that you:

- subscribe to the Information as an individual and in a personal capacity for your own benefit;
 - you will only use the Information in connection with the management of your personal resources and not as an investment adviser, broker or for the investments of third parties;
 - are not employed by an organization for carrying out professional investment activities and / or are currently not registered or qualified as a professional securities trader or investment adviser with a national or regional stock exchange, regulatory body, professional association or similar recognized body;
6. TRANSFER. Licensee may not transfer his / her rights or obligations under this EULA without prior written permission from the licensor.
 7. LIMITATION OF LIABILITY. Licensor takes the necessary care to ensure the reliability of the transmitted Data. However, it cannot guarantee the result of that care and therefore does not accept any liability in this regard. Nor is it liable for damage as a result of the unauthorized or unlawful use of, slowness or inaccessibility of the internet, or the leaking of confidential data.
IN NO EVENT SHALL LICENSOR AND ITS SUPPLIERS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES, INCLUDING LOSS OF DATA, LOSS OF PROFITS OR LOSS OF SAVINGS, RESULTING FROM THE USE, INCLUDING INACCURATE DATA, EVEN IF THEY HAVE BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
 8. TERMINATION OF LICENSE. This EULA automatically ends at the end of Licensee's contract with FINODEX B.V. Any violation of or violation of this EULA has the immediate consequence that this EULA will be terminated in its entirety with immediate effect, without any notice of default being required. All provisions of this EULA that relate to disclaimer of warranty, limitation of liability, redress, compensation or property rights remain in effect even after termination of this EULA.
 9. PROCESSING OF PERSONAL DATA. The personal details of Licensee are stored and are intended for the client management of Licensor.
 10. COMMENTS. Licensee acknowledges that the various comments, notices and warnings about and the services of the Licensor are provided for his / her convenience only. These do not constitute an obligation for the Licensor to make such comments, notices and warnings in other places.
 11. EXPIRY PERIOD. All legal claims of Licensee - for whatever reason - expire after 1 (one) year after the claim arose or the Subscriber could reasonably have been aware of it.
 12. APPLICABLE LAW. Dutch law applies to this EULA, with the judge in Amsterdam as the competent judge.

If you have questions regarding this agreement or for more information, please contact:

info@finodex.com

BY CHECKING THIS EULA FOR AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE PROVISIONS THEREOF, AND YOU AGREE THAT YOU ARE BOUND BY THE TERMS OF IT. YOU AGREE THAT THIS EULA IS THE ENTIRE AND EXCLUSIVE EXPRESSION OF THE EULA BETWEEN YOU AND **VWD GROUP NETHERLANDS B.V.** AND THAT THIS EULA HAS A PRIORITY TO ANY PROPOSAL

OR ANY PREVIOUS ORAL OR WRITTEN AGREEMENT AND ANY OTHER COMMUNICATION CONCERNING THE SUBJECT OF THIS EULA.

VWD GROUP NETHERLANDS B.V., Keizersgracht 424, 1016 GC Amsterdam, The Netherlands

23. Private investor statement

By acceptance of these conditions Customer declares that:

- He/she is concluding the Agreement with Finodex in his/her capacity as a private individual;
- He/she is not currently registered or qualified as a financial institution;
- He/she does not act in any capacity on behalf of a financial institution;
- He/she does not have activities in his/her homeland or abroad in the domain of banking, investment or financing and is therefore not submitted to the rules of any authority in control of securities regulations;
- He/she will use the Euronext Market data solely for in relation to the management of his/her personal assets;
- He/she will not redistribute, republish or otherwise provide any Euronext Market data to any third party in any manner;
- He/she agrees to provide such information and documents as Finodex may reasonably require in order to confirm the validity of these representations;
- He/she agrees to inform Finodex within seven days if the circumstances confirmed in this statement change, particularly with regard to changes concerning his/her status as a private investor;
- He/she accepts that his/her use of Euronext Market data as a private investor is conditional upon the correctness of this statement;
- He/she accepts that he/she may be liable to Finodex for additional fees and charges in the event of any change in circumstances or non-compliance with the terms of this statement;
- He/she accepts that the data contained in this statement may be processed, stored for a period of no more than three years and may be accessed for inspection by auditors during the storage period if an audit is performed.