



DMA Europe

**General conditions for limited investment advice
Professionals
with account at Stichting Beleggersgiro DMA**

1. Who do you make agreements with?

- 1.1 You make agreements with DMA Europe B.V. (**DMA Europe**).
- 1.2 DMA Europe has a licence from the AFM and is registered in the AFM register. The AFM and DNB supervise all financial institutions, including DMA Europe. Information about our registration in the AFM register can be found on the website www.afm.nl.
- 1.3 Our address is Oude Enghweg 2, 1217 JC in Hilversum. Our website is www.dmaeurope.nl. Our email address is: wealthmanagement@todaysgroup.nl. Our telephone number is: +31 (0)35 3035692.
- 1.4 DMA Europe has several trade names including Noble & Partners and Today's Wealth Management.

2. What do we do for you?

- 2.1 You have investment advice with us for professionals. Our advice is limited to the individual transaction(s) to which the advice relates. The advice does not extend to the composition of your entire securities portfolio or the investment policy to be followed. That is all your own responsibility. You decide how and where you invest.
- 2.2 To place your orders, you authorize us to open an investment account for you. This is an (administrative) account that you will receive from the Stichting Beleggersgiro DMA, you can read about this in article 8 of the terms and conditions.
- 2.3 We do not provide credit. This means that we will not execute orders if you do not have the money to do so.
- 2.4 We agree that you use the investment account yourself.

You are a professional investor

- 2.5 We treat you like a professional investor. We do this because the law considers you to be a professional investor (Section 1:1 of the Financial Supervision Act). As a professional investor, you are considered to have the required knowledge and experience with regard to

the financial instruments on which we advise you. This means that you do not enjoy the protection of a consumer. You also have sufficient expertise about investing and the risks involved.

[Optional: We also treat you as a professional investor because you are a professional investor or because you have asked us to do so and we have agreed to that request after assessing your knowledge, experience and expertise.]

3. How do we communicate with each other?

How do we send information?

3.1 You will receive information from us. You give us permission to send this information to you electronically.

3.2 We send information electronically in two ways:

1. Do you have an electronic dashboard with us? Then you will receive our information in your personal inbox. We can also send this information by e-mail, but this is not mandatory.
2. Don't you have an electronic dashboard with us? Then you will receive our information by e-mail. We use the email address you have provided to us.

3.3 Information that is useful but not intended for you personally is available on our website www.dmaeurope.nl.

How do you send us information?

3.4 Would you like to send us information or a message? For example, a change in your (personal) circumstances? Or passing on an investment assignment? This must always be sent by email to wealthmanagement@todaysgroup.nl. Don't you? Then we don't have to do anything with that information.

3.5 You can call us. But you should always send important information by e-mail. You can do this by sending a message to wealthmanagement@todaysgroup.nl. Do you call, but do we not receive an email from you? Then we don't have to do anything with your call.

4. You inform us

4.1 We assume that the information you have given us about your (personal) circumstances, including your objective, is correct. We take this into account when advising you. We also assume that you have given us the information we have requested. And that you also provide the information that you know is important to us.

4.2 Are your circumstances changing? Or do you expect something to change? And is the information about your investment objectives that we have received from you no longer correct? Then you must let us know as soon as possible. You can only make changes via your personal inbox or by e-mail. Then we will assess whether we need to change the advice. Do you not do this or do you do it too late? Then we are not responsible for the consequences.

4.3 Are your circumstances changing? Or do you expect something to change? And is the information about your investment objectives that we have received from you no longer correct? Then you must let us know as soon as possible. You can only make changes via your personal inbox or by e-mail. Then we will assess whether we need to change the advice. Do you not do this or do you do it too late? Then we are not responsible for the consequences.

4.5 In the event that your (personal) circumstances change as a result of which you are designated as a US person, you are obliged to report this to us. You can find more information about whether you are a US-person on the website www.irs.gov.

If one or more of the following situations apply to you, you must inform us without delay:

- (i) you have a U.S. passport;
- (ii) you were born in the United States;
- (iii) you live in the United States; and
- (iv) you have a U.S. residential or mailing address.

5. How do we carry out investment assignments?

5.1 We have rules about how we execute investment assignments (order execution policy).

5.2 Our goal is to achieve the best possible result for you. We will send you these rules with the contract. You can also find the order execution policy on our website www.dmaeurope.nl.

6. You take risks when you invest

6.1 There are risks associated with investing. We assume that you can bear these risks.

7. Your fee for our service

7.1 You pay costs for our investment advice as well as transaction costs.

7.2 The transaction costs that we charge can be found on our website.

7.3 DMA Europe reserves the right to change its rates. In the event of an increase, you have the right to terminate the contract within thirty days of the announcement of this change. Pre-charged fees are non-refundable. If the compensation is paid in arrears, you still owe the compensation for the month in which you cancel.

7.4 You authorize us to collect all fees you have to pay us from your investment account with the Custodian.

8. Stichting Beleggersgiro DMA safeguards your investments

8.1 We use a Depository Institution called Stichting Beleggersgiro DMA. This Depository is a separate entity (a Foundation) and is (indirectly) managed by DMA Europe. The Depository Institution safeguards and administers your investments.

8.2 The Custodian ensures that DMA Europe complies with the rules of asset segregation: in the event of bankruptcy, the investments do not belong to the estate of DMA Europe.

8.3 You enter into a separate contract with the DMA Europe Foundation (and DMA Europe). We call this contract the Regulations for the DMA Investors' Giro Foundation, in short the Investors' Giro Regulations. The Investors' Giro Regulations regulate the relationship between you, the Custodian and DMA Europe. You can always find these rules in your personal inbox and on our website, www.dmaeurope.nl/beleggersgiro.

9. You can vote

9.1 Some investments include the right to attend a meeting. Or to vote. The Depository is the legal owner of the investments and in that capacity has a voting right.

9.2 The Depository will not exercise its voting rights in meetings for investors. As a Client, you can ask the Custodian in writing to grant a proxy so that you can cast your vote yourself with regard to your investments. To make use of this voting proxy, you must contact DMA Europe via wealthmanagement@todaysgroup.nl.

10. You give permission for the processing of personal data

10.1 You agree that we include your (personal) data in our customer registration system. This personal data includes your name, address and place of residence, and the other data provided with or in response to this contract.

10.2 DMA Europe will treat this data confidentially and will not make it available to third parties, unless:

- 1) it is necessary for the execution of transactions under this contract;
- 2) to comply with legal obligations.

10.3 The General Data Protection Regulation (GDPR) applies to the processing of personal data.

11. We have rules on conflicts of interest

11.1 We have rules on how we avoid having a conflict of interest with our customers or our customers from having a conflict of interest with each other. Or a conflict of interest in ourselves, for example with companies that belong to us.

11.2 Is there a conflict of interest? Then we will also have rules on how we deal with this conflict of interest. You can find all these rules on our website www.dmaeurope.nl. Would you like more information? Then let us know. Then we will give you more information.

12. You are responsible

12.1 The risks of investment advice are entirely yours.

12.2 You are also responsible for informing us immediately of any changes in your (personal) circumstances (see Article 4 of these general terms and conditions).

13. Always check our information

13.1 Have you received any information? For example, confirmations, statements or account statements? And is this information incorrect? Or do you disagree with an investment assignment that we have carried out? For example, because you think it does not fit your investment objectives? Then you must let us know immediately. Will you not let us know within 5 days? Then we can assume that the information and the corresponding investment instructions we have given you were good.

13.2 Are you expecting a message from us or should you know that you should receive a message from us? But you don't get that message? Then you must let us know as soon as possible.

13. When are we responsible (liable) and when are we not?

13.1 Did you incur damages? Are these damages due to our advice? And are we seriously to blame for this or is it intentional on our part? Only then will we be responsible for that and will we have to pay for those damages.

13.2 We are therefore not responsible for other damages. For example, if you incur damages in the following situations:

- 1) If your damages result in other damages.
- 2) If you don't meet the goals you have.
- 3) If we had to take measures that follow from the law or from the regulator, or due to special circumstances.

14. Possible (technical) malfunctions

14.1 Is there a malfunction? For example, in our computer systems, by our telephone or on the internet? Or is your equipment not working properly? And you can't use our website or reach us? And do you incur losses as a result? Then we are not responsible for that and we do not have to pay.

16. We can change our agreements with you

16.1 We can always change our agreements with you. For example, the rules we have made about how we have investment orders executed in order to achieve the best possible result for you (order execution policy).

We will let you know via your personal inbox. Or we will send you a letter or an e-mail. The change takes effect immediately. Or on a date that we have chosen. That date is never in the past.

16.2 Is a change detrimental to you? Then the change will only take effect 30 days after we have announced the change. Do you disagree with these changes? Then you can terminate the contract. How to terminate the contract is set out in Section 17 of these Terms. Do we not hear from you? Then you agree to those changes.

16.3 If a law imposes new requirements on our contract that requires the contract with us to change, that change will take effect immediately. We don't need anyone's permission for that.

17. When does your contract with us end?

17.1 Our contract has no end date.

17.2 You can stop the contract. We can also stop the contract. You can do that every day. However, you and we must observe a notice period of one month and always by the end of a subsequent month. As long as there is / are money or investments in your investment account, we will calculate the fixed costs we receive from you on the last day of the month.

17.3 In some situations, we can choose to stop the contract immediately or temporarily. No notice period is required. It concerns the following situations:

- a) If you apply for a moratorium;
- b) If your bankruptcy is filed;
- c) If you are a company and that is being dissolved;
- d) If the debt restructuring scheme applies to you;
- e) You die and we receive a certificate of inheritance or executor and the request to close your investment account;
- f) If a trustee or administrator decides on your money and investments;
- g) If the continuation of our relationship is no longer allowed by law, the court or seriously damages our reputation;
- h) If you refuse to cooperate to enable DMA Europe to comply with regulations; to combat money laundering and other financial crime; or
- i) If you are a US person.

Have we temporarily stopped our work for you? If possible, we will discuss with you, the trustee or administrator whether the contract should be terminated.

17.4 Does the contract end? Then we stop advising. Had we already carried out an investment assignment? But is that investment assignment not yet completely completed? Then that investment assignment will still be completed.

If the contract ends, we will liquidate your portfolio within 3 months and deposit the released money into the contra account known to us. In case you still have to pay a fee to us, we will first settle this with the funds in your investment account. We will not liquidate your portfolio if you instruct your portfolio to be transferred to a bank within 3 months after the ending of this contract.

If your contra account is incorrect or no longer in your name and we still cannot reach you to refund your money after 6 months, you authorize DMA Europe to donate your money to charity.

18. Extradition

18.1 For the delivery of your specific investments during the term of the contract, you must provide us with a written request for delivery of your investments. It is important that you state in your request which investments must be delivered and to which investment account at a (custodian) bank established in the European Union the investments must be delivered.

18.2 DMA Europe can exclude certain investments from extradition.

18.3 The costs of delivery of your investments are exclusively for your account.

19. If we go bankrupt

19.1 We are covered by the investor compensation scheme. The bank we work with is also covered by the investor compensation scheme.

19.2 Your investments are segregated from DMA Europe through the Depository. If we go bankrupt, your investments and funds will not be covered by the bankruptcy of DMA Europe. Your investments and funds are held by the Depository Institution. In the event of DMA Europe's bankruptcy, you retain your claim against the Custodian Institution.

19.3 If the bank to which you deposit money for your investments with DMA Europe goes bankrupt, it is not protected by the investor compensation scheme but is protected under the deposit scheme. If the custodian bank goes bankrupt, you may get your money back up to a maximum amount. For more information about this, see www.dnb.nl.

20. Death

20.1 Have you died? Then your heirs must tell us as soon as possible. We must also be able to identify your heirs. They can prove this by sending us a certificate of inheritance. The notary can explain and take care of that. This statement can be sent to wealthmanagement@todaysgroup.nl.

20.2 Do we not know that you have died? Then no one invests for you.

20.3 Is it certain who your heirs are? Then they can say whether and how to invest.

20.4 Do we know that you have died? But is it not certain who your heirs are? Then no one invests for you. Is it still not certain who your heirs are after 1 year after your death? Then we sell your investments and transfer the proceeds to the contra account that you have provided to us.

21. Do you have a complaint?

21.1 Do you have a complaint or comment? Then let us know. How to do this is explained on our website

22. Dutch language

22.1 The contract with these terms and all other information from us about investment advice are in English.

22.2 Have we received information about investments that is in English? Then you will also receive this information in English. Don't understand that information? Then let us know. Then we will explain it to you.

23. Dutch law applies

23.1 The contract and these terms and conditions are governed by Dutch law.

23.2 The court in Amsterdam is competent to resolve any disputes between us by pronouncing a judgment.
