

# **General Terms and Conditions**

## ***Clause 1 Definitions***

- 1.1 Supplier: MI Holding B.V., with registered office in Oldenzaal.
- 1.2 Subscriber: the person who has concluded an agreement with the Supplier for the provision of an information service.
- 1.3 Information service: making stock market information available.
- 1.4 Stock market information: near real-time data originating from reputable third-party suppliers such as The London Metal Exchange Limited, with registered office in London and ComStock Inc., with registered office in New York.
- 1.5 Commencement of service: making the information service available to the Subscriber.
- 1.6 Distance communication: communication where the parties concerned are not simultaneously present in person, such as by telephone, fax, email and suchlike.

## ***Clause 2 General***

- 2.1 These general terms and conditions shall apply to any offer and agreement between the Supplier and the Subscriber, insofar as the parties have not explicitly deviated from these terms and conditions in writing.
- 2.2 The applicability of any purchase or other terms and conditions of the Subscriber is explicitly rejected.
- 2.3 Should one or more provisions of these general terms and conditions be wholly or partially null and void or voidable, the other provisions shall remain in full force. Instead of the null and void or voidable provisions, the parties shall then be bound by rules that correspond as closely as possible to the aim and purport of the original provisions.

## ***Clause 3 The information service***

- 3.1 The Supplier has, by concluding agreements with third parties, acquired the right under licence to disseminate stock market information in a secure environment.
- 3.2 The Supplier shall grant the Subscriber a non-exclusive and non-transferable right to call up, via any internet connection, the agreed stock market information on a device of the Subscriber which is suitable for the receipt of this information, with or without the use of a software application provided by the Supplier.
- 3.3 The Supplier shall endeavour to make the most up-to-date stock market information available to the Subscriber 24 hours a day, seven days a week so that this information can be called up anywhere in the world where it is possible to connect to the internet.
- 3.4 The stock market information made available to the Subscriber comes from third parties. It is explicitly stipulated that the Supplier is not obliged to check whether this information is accurate, complete and up to date.
- 3.5 The Supplier shall exercise all the due care that can reasonably be required of it in respect of the accessibility of the stock market information made available by it as well as in terms of the information being correct, complete and up to date, but cannot guarantee that this information will be accessible, correct, complete and up to date and accepts no liability for any direct or indirect loss or damage resulting from the information not being accessible, correct, complete or up to date.
- 3.6 The stock market information made available by the Supplier is for information only and shall never be deemed to constitute transaction advice.

## ***Clause 4 Intellectual property rights***

- 4.1 The intellectual property rights relating to the stock market information made available and the way in which this information is communicated are vested partly in the Supplier and partly in third parties. The Supplier is obliged, vis-à-vis these third parties, to take reasonable care to protect these rights.
- 4.2 The Subscriber is strictly prohibited from violating the intellectual property rights referred to in the previous subclause in any way whatsoever. The Subscriber shall in particular not be permitted to disseminate or forward, in any way whatsoever, directly or indirectly, the stock market information called up by him or information derived therefrom unless the express prior written consent of the Supplier has been obtained.

- 4.3 Software programmes which have been made available to the Subscriber by the Supplier shall remain the property of the Supplier. The Subscriber's right of use is strictly personal and shall end on the date on which the agreement ends. The Subscriber shall not be permitted, inter alia, to alter, copy, reproduce or disseminate the software or to reverse engineer this in any way whatsoever.

### ***Clause 5 Conclusion of the agreement***

- 5.1 An interested party must apply for a subscription by completing and signing a form intended for this purpose, unless another application method is specified.
- 5.2 The applicant must, at the request of the Supplier, prove his identity in the manner indicated in such request, and provide any other information required by the Supplier for the assessment of the application.
- 5.3 The application shall be regarded as an irrevocable offer from the Subscriber to enter into the agreement.
- 5.4 The agreement shall come into effect on the date on which the Supplier confirms to the Subscriber that the application has been accepted.
- 5.5 Should the information service be made available to the Subscriber prior to the acceptance of the application, this commencement of service shall constitute provisional acceptance. The Supplier shall in such a case still be entitled to terminate the subscription agreement with immediate effect or to set further conditions. Should the agreement be terminated, the applicant shall be required to pay the periodic fees owed for the duration of the service.

### ***Clause 6 Distance contracts***

- 6.1 If and insofar as an agreement between the Supplier and the Subscriber is offered or concluded using distance communication technology, the following subclauses of this clause shall likewise apply.
- 6.2 Should the Subscriber enter information remotely in order to bring about the conclusion of an agreement, the Subscriber shall be responsible for the correctness of the instructions given and the information contained therein. The Supplier shall not be obliged to verify the correctness of the information given.
- 6.3 The agreement shall in principle be concluded in Dutch. The Supplier shall indicate the other languages in which the agreement may be concluded on its internet site.

### ***Clause 7 Commencement of the information service***

- 7.1 The information service shall be commenced as quickly as possible after the conclusion of the agreement, unless agreed otherwise. Should it not reasonably be possible for the Supplier to commence the service within two working days, a different date shall be agreed with the Subscriber.
- 7.2 Should the Subscriber discover or suspect that there are defects on the commencement of service, he must notify the Supplier of this as quickly as possible. The Supplier shall remedy the defects as quickly as possible.

### ***Clause 8 Term of the agreement***

- 8.1 The agreement shall be concluded for the duration of the agreed subscription period and shall automatically be extended by the same period at the end of the respective subscription period unless the Supplier has received notice of termination from the Subscriber at least one month prior to the end of the subscription period in force at the time.
- 8.2 Should the parties have agreed, in writing, to regard part of the first subscription period as a trial period, each of the parties shall be entitled to terminate the agreement during the trial period, provided that a notice period of at least 5 days is observed.
- 8.3 Notice of termination must be given in writing, by means of registered letter, fax or email. The date on which notice of termination is deemed to have been given shall be the date on which this reaches the other party.
- 8.4 The Supplier shall be entitled to close down the information service with effect from the date on which the Subscriber is declared bankrupt, granted a moratorium on payments, made subject to statutory debt rescheduling or placed under guardianship, unless the subscription fee for the remainder of the subscription period underway at the time has already been paid. The Subscriber shall continue to owe any unpaid fee for the remainder of the subscription period.

### ***Clause 9 Fees***

- 9.1 The Subscriber is obliged to pay the agreed subscription fees to the Supplier. All prices are exclusive of VAT, administrative charges and any additional levies and/or charges, unless stated otherwise.
- 9.2 Any increases in existing charges by the third-party suppliers of stock market information as well as any new charges introduced by these third-party suppliers shall always be passed on to the Subscriber immediately and in full without prior notice.

### ***Clause 10 Payments***

- 10.1 The agreed fees shall, unless provided otherwise, be payable as from the date on which the information service is commenced or as from the date on which the subscription agreement came into effect prior to the commencement of service.
- 10.2 The Supplier is entitled to require advance payment of one-off and periodic fees.
- 10.3 Unless the Subscriber has given the Supplier a direct debit mandate on the basis of which the Supplier receives payment, payment must be made in the manner and within the period given on the invoice.
- 10.4 Should the Subscriber not have paid the subscription fees owed within the agreed period or should an attempt to collect the fees by direct debit have failed, the Subscriber shall be in default without further notice of default being required.
- 10.5 As from the date on which the Subscriber is in default, the Supplier shall be entitled to charge the statutory interest and the reasonable costs for obtaining payment out of court. The extrajudicial costs charged shall amount to 15% of the amount owed, with a minimum of € 45.
- 10.6 The Supplier shall be entitled to suspend the service or to dissolve the relevant agreement on account of non-payment of (part of) an invoice.

### ***Clause 11 (Additional) obligations of the Subscriber***

- 11.1 The Subscriber is obliged to provide the Supplier with the information required by the Supplier for the maintenance or proper operation of the information service, including information about the device or equipment to be used by the Subscriber to call up the agreed information.
- 11.2 The Subscriber shall not be permitted to transfer his right of use or other rights arising from the agreement to third parties or to allow third parties to use such right(s), unless the Supplier has given its express written consent for this.
- 11.3 The Subscriber shall be responsible for any use made of his subscription, even if this takes place without his consent or knowledge.
- 11.4 The Subscriber hereby gives the Supplier his consent to include his personal data in the Supplier's personal data register, which the Supplier requires for its administration and management tasks.

### ***Clause 12 Liability and indemnification***

- 12.1 The Supplier shall not be liable for loss or damage in the broadest sense suffered by the Subscriber, and shall in particular not be liable for any direct or indirect loss or damage suffered by the Subscriber as a result of the information not being accessible, correct, complete or up to date.
- 12.2 Should the Subscriber act in violation of his obligations arising from the agreement or these general terms and conditions, he shall be liable for all the loss or damage suffered by the Supplier as a result of this.
- 12.3 The Subscriber shall indemnify the Supplier against claims of third parties for compensation for loss or damage which these parties could recover from the Supplier in any way whatsoever, insofar as these claims are based on the use of the information service by the Subscriber, in particular as regards the intellectual property rights in respect of the information used by the Subscriber.

### ***Clause 13 Suspension of the information service***

- 13.1 The Supplier is entitled to suspend the information service (temporarily) in whole or in part if the Subscriber fails to fulfil an obligation vis-à-vis the Supplier and this failure justifies the suspension of the service. The obligation to pay the agreed subscription fees shall remain in force during the period of suspension.
- 13.2 The suspension shall be lifted if the Subscriber has fulfilled his obligations within a period set by the Supplier.

### ***Clause 14 Managing the information service***

- 14.1 The Supplier is entitled to close down the information service (temporarily) or restrict the use thereof without prior notice insofar as this is reasonably necessary for required maintenance or for the Supplier to make the necessary modifications or improvements to the provision of information, without the Subscriber being entitled to claim compensation from the Supplier as a result of this.
- 14.2 The Supplier is entitled to make changes to the log-in procedure at any time without the Subscriber being entitled to claim compensation from the Supplier as a result of this. The Supplier shall in such a case notify the Subscriber of the changes as quickly as possible.

### ***Clause 15 Force majeure***

- 15.1 Force majeure shall also be deemed to include, but shall not be limited to, technical faults as a result of which the stock market information is not available or is only partially available for a short or longer period.
- 15.2 The Supplier's obligation to deliver and other obligations shall be suspended during the period of force majeure. Should the period during which the Supplier is unable to fulfil its obligations as a result of force majeure last longer than two weeks, each of the parties shall be entitled to dissolve the agreement without judicial intervention, without the other party being entitled to compensation.

### ***Clause 16 Disputes and applicable law***

- 16.1 All legal relationships to which the Supplier is a party shall be governed exclusively by Dutch law.
- 16.2 The court within whose jurisdiction the Supplier has its registered office shall have sole jurisdiction over disputes arising from or connected to agreements between the Supplier and the Subscriber, unless mandatory provisions of Dutch law stipulate otherwise.

### ***Clause 17 Amendment of the terms and conditions and fees***

- 17.1 The Supplier is entitled to amend the General Terms and Conditions and the fees at any time.
- 17.2 Changes to the General Terms and Conditions and fees shall also apply to already existing agreements which are subject to these General Terms and Conditions, unless the Subscriber has terminated the agreement in accordance with subclause 4.
- 17.3 The amendments shall come into force one month after being announced on the internet site of the Supplier, or at a later date as given in the announcement.
- 17.4 Should the Subscriber not wish to accept a change to the General Terms and Conditions or fees which relates to an information service purchased by him, he may terminate the agreement relating to this service in writing with effect from the date on which the new terms and conditions or fees come into force. The written notice of termination must reach the Supplier before the date on which the change comes into force.
- 17.5 As regards changes to the fees charged, the provisions of subclause 4 shall only apply insofar as the fee changes result on balance in a higher fee for the Subscriber.
- 17.6 The third, fourth and fifth subclauses do not apply to fee changes which relate solely to passing on the charges referred to in clause 9.2 above.

### ***Clause 18 Interpretation of the general terms and conditions***

If and insofar as these general terms and conditions have been drawn up in a language other than Dutch, the Dutch text version shall be decisive for the correct interpretation of these terms and conditions.