

GENERAL CONDITIONS WEALTH IMPACT MANAGER B.V. SEPTEMBER 2017

1. These Terms and Conditions apply to the Wealth Impact Manager Activities for a Client. These Terms and Conditions are jointly prepared and governed by and for the benefit of the Directors, Shareholders, Directors of the Shareholders and the persons who work or have worked for Wealth Impact Manager or are engaged by Wealth Impact Manager, whether through management agreements, as employees, advisors external contractors or in any other capacity.

These Terms and Conditions include:

- a. "Wealth Impact Manager": The Private Company with Limited Liability Wealth Impact Manager B.V., statutory based in 's-Hertogenbosch;
- b. "Client" means the (legal or natural) person who has directly assigned an indirect assignment to the performance of his duties;
- c. "Agreement": the Terms and Conditions and the assignment letter together with any other documents and terms that apply to the relations in the Wealth Impact Manager Relationship - Client on the Activities that are applicable.
- d. "Activities" means the work to be performed by the Wealth Impact Manager under the Contract for a Client.

2. All assignments are only accepted by Wealth Impact Manager with the exception of Articles 7: 404 BW and 7: 407 (2) BW.

3. Wealth Impact Manager is permitted to make use of third party services in the performance of the Activities. Wealth Impact Manager will consult with the Client beforehand in the event of third party activation and, in the selection of the third party concerned, observe with diligence. Third party costs incurred will be charged to the Client. If the Client refuses to agree with activation of the third(s) and Wealth Impact Manager's opinion is that this activation is necessary for the proper continuation of the Activities, Wealth Impact Manager must be rewarded in an agreed manner for the Activities as if these have been completed. Wealth Impact Manager is not liable for shortcomings of third parties. This does not apply to third parties acting as subcontractor and under the responsibility of Wealth Impact Manager.

4. In the context of the Activities or in the context of compliance with statutory obligations resting on Wealth Impact Manager, Wealth Impact Manager may process personal data relating to Client and / or persons associated with or activities with / for the Client in accordance with applicable laws and regulations at the area of protection of personal data. Client and Wealth Impact Manager can communicate with each other by electronic mail (email). Wealth Impact Manager is not responsible for any damage that may arise from the use of e-mail and / or internet. In case of doubt about the content or sending of e-mail, the data outcomes of the Wealth Impact Manager computer systems are determining.

5. Wealth Impact Manager is free to determine in what manner and by which person (s) the Activities are carried out, while respecting the wishes made knowable by the Client. Wealth Impact Manager will perform the best efforts and act as a careful acting professional service provider; However, Wealth Impact Manager cannot ensure the achievement of any intended result.

6. Unless if a fixed fee has been agreed upon, the compensation will be based on the agreed hourly rate and the time that is spent on the Activities at the start of the Activities. This compensation will be indexed annually on January 1, 2018 on the basis of the Consumer Price Index (CPI) of the CBS. Any expenses incurred by Wealth Impact Manager on behalf of the customer are at the expense of the customer. A fixed percentage of the fee for general office costs (such as compliance, phone and copy costs) is due by the customer, as applicable from time to time. All amounts due will be increased by the amount of VAT due at the applicable rate. Wealth Impact Manager will invoice the fee periodically or after completion of the Activities. Payment of the invoice must be made without deduction, discount or debt clearance within 15 days of the invoice date. In case of non-timely payment, Wealth Impact Manager is entitled to charge legal interest on the unpaid amount from the 16th day after the invoice date. Issues against the level of invoices do not suspend the payment obligation.

7. Wealth Impact Manager is required to comply with the independent rules of national and international regulators. In order to enable Wealth Impact Manager to comply with the relevant independent requirements, the Client is obliged to promptly, accurately and completely inform the Wealth Impact Manager about the legal structure and control relationships of (the group to which) the Client (falls under), all financial and other interests and participations of the Client, as well as all other (financial) partnerships, the company or organization is committed, in the broadest sense of the word. The client will always provide Wealth Impact Manager with the timely and complete information that is relevant to the correct execution of the granted Assignment.

8. In accordance with the Anti-Money Laundering and Finance Act for terrorism (WWft), Wealth Impact Manager is obliged to report to the Financial Intelligence Unit-Netherlands, a performed or intended unusual transaction, as noted in the context of regular activities. In addition, in accordance with the WWft, Wealth Impact Manager is obliged to conduct client research regarding a potential Client. This includes identifying the potential Client and verifying his identity prior to the Activities. Wealth Impact Manager may request the Client's cooperation with regard to client research.

9. Wealth Impact Manager is only liable if the Client shows that their incurred loss is the direct consequence of intent or gross negligence by Wealth Impact Manager in the performance of the Activities. The liability of Wealth Impact Manager is limited to the amount paid under the policy of Wealth Impact Manager (professional) liability insurance (s) in the particular issue, plus the amount of the personal risk under the policy of the (professional) liability insurance does not come to the insurers' expense. If, for any reason, no benefit under the (professional) liability insurance (s) occurs, the total liability of Wealth Impact Manager is limited to the maximum amount of compensation paid and / or payable for the specific activities from which the claim arises in the period of 12 months prior to the time when the damage occurred. Wealth Impact Manager is not liable for consequential, indirect, corporate or criminal injury and / or loss of profit.

10. Dutch law is applicable to the Agreement. All disputes arising out of or relating to the Agreement are subject to the exclusive jurisdiction of the competent court in the district where Wealth Impact Manager is located.

11. Wealth Impact Manager can change its Terms and Conditions. The Client shall be informed in writing of such a change in the course of simultaneous transmission of the modified Terms and Conditions. If the Client does not object in any way within thirty (30) days after receiving such notice, the modified Terms and Conditions will be deemed to apply to all current and future Activities. To the extent that the relevant laws and regulations impose additional requirements on the General Terms, which require adaptation of it, such a change will automatically be part of the General Terms, without the need for consent of the Client or Wealth Impact Manager.