



## General terms & conditions

### The Financial Insights Company B.V., operating under the brand 'PocketCFO'

#### Clause 1: The purpose of these general terms and conditions

1. These general terms and conditions contain a number of agreements that apply to everyone and to our services. These include, for example, agreements regarding liability or payment for our services. These agreements are recorded in these general terms and conditions.
2. These general terms and conditions apply to the agreements between you and The Financial Insights Company B.V., with its registered office at Europalaan 93, 3526 KP Utrecht
3. Some terms are commonly used in these general terms and conditions. These terms will be explained below.
  - a. You: the natural person or legal entity to which we have presented a quotation or offer or with which we have concluded a contract.
  - b. We: The Financial Insights Company B.V.
  - c. Engagement: the engagement we received from you in using a service.
  - d. Service: an insight, a report, an app, a website, an API
  - e. Written/In writing: written communication by letter, e-mail, WhatsApp or any other commonly used method of communication that may be deemed equivalent thereto.
4. These general terms and conditions apply to all our services and any engagement you have given us.
5. The Financial Insights Company's Privacy Policy as they can be found on our website constitute part of these general terms and conditions.
6. These terms and conditions may be relied on not only by our firm, but also by our directors and/or shareholders and any persons who are or were at one point employed by us.
7. If the substance of the written agreements you concluded with us deviates from the agreements included in these general terms and conditions, the agreements we made with you will prevail.
8. If a provision of these general terms and conditions proves to be null and void, only the provision in question will cease to apply. All other provisions will remain in force and the null and void provision will be replaced.
9. Any general terms and conditions on your part which you refer to when concluding an agreement with us do not apply unless we have accepted them unreservedly in writing.
10. A contract between us will become official if we record it in writing or if we have commenced the performance of the contract. We may at any time refuse an engagement you award without having to state an explicit reason.
11. If you award an engagement to us you award this engagement to the firm, not to one specific person. The engagement will be performed by our firm, even if you intend/intended for the engagement to be performed by a specific person we employ.
12. We have a best efforts obligation only if you award us an engagement. We do not have an obligation of result. This will not apply if we agreed something else or if the nature of the engagement awarded stipulates otherwise.
13. The terms given for performance of an engagement are guidelines, not deadlines, unless we have agreed otherwise with you in writing.
14. If you send us a message, for example by email, text message or WhatsApp, you may assume that we have received it only once we have confirmed receipt. This does not include an automatic digital confirmation. If you have not received confirmation of receipt within 48 hours, please contact us in order to check whether we have actually received the message.
15. We sometimes provide general information, for example on our website or at your request. This information is free of obligation and cannot be construed as our advice regarding an engagement awarded to us. We operate on an 'execution-only' basis, which means that we do not provide you with specific or individual advice. This will only be different if we inform you that the information is in fact final, or if the advice we give is tailored to your personal situation.
16. We use the contact details you provided for our communications with you. If these contact details change, please communicate these changes to us.



## Clause 2: Matters to take into account regarding offers, quotations and advice

1. You cannot derive any rights from calculations we have made and insights we have given. Contributions may change in the interim, which is why these calculations and insights must be regarded as preliminary and indicative. You cannot derive any rights from forecasts we provide. These forecasts merely serve as an indication. We do not guarantee the accuracy of forecasts provided.

## Clause 3: We may engage third parties

1. If necessary, we will be entitled to engage third parties in the performance of an engagement. You may be recharged for any costs incurred in this respect.
2. If we have to engage external advisers, such as auditors, attorneys or tax consultants for the performance of the engagement awarded to us, we will consult with you in advance as much as possible. While we of course select the relevant adviser with all due care, we are not liable for any failures in the performance on their part, whether attributable or not.

## Clause 4: Agreements on our fee and the payment thereof

1. We provide various forms of service for which we may receive different types of fees. When the engagement commences, we agree the scope of our services and the remuneration method with you in writing. Our remuneration may consist of the following components: Fee for work performed, SaaS fees, Fixed fees, Equity stakes.
2. We always recharge changes in government taxes and/or levies. We are entitled to increase our agreed fees annually. Any increases will be based on the Consumer Price Index ('CPI') published by Statistics Bureau in the Netherlands (CBS).
3. Our invoices must be paid within 14 days after the invoice date, unless we have agreed otherwise in writing.
4. If you fail to pay our invoices within the agreed term, you will owe statutory interest on the amount in question, without a prior notice of default being required. If you remain in default of payment after receiving our notice, we may engage a collection agency. In that event you must also pay the extrajudicial collection costs laid down by law.
5. We will first deduct any payments you make from the interest and costs you still owe to us and the remaining amount will be applied to the outstanding invoices. With regard to those invoices, your payment will first be applied to the invoice that has been outstanding the longest, not the most recent invoice.
6. If we believe that your creditworthiness gives reason to do so, we may request that you provide sufficient security that you will be able to comply with your payment obligations. We may choose not to provide, or no longer provide, our services if you fail to provide this security.

## Clause 5: What do we expect from you?

1. You must provide all the information we request from you. In addition, you yourself must also provide any information to us that may be relevant for the proper performance of the engagement. Please inform us immediately if anything changes in your personal or business situation. You yourself are responsible for the correctness and completeness of the information you provide to us.
2. We must observe a duty of care towards our clients, which we can meet only if you strictly comply with your duty to provide information. If you fail to do so, we will be entitled to cease performance of the engagement.
3. You must ensure that any data carriers, files etc. you provide to us are free of viruses and defects.

## Clause 6: Complaints

1. If you have a complaint please contact us first, as we may be able to solve your complaint immediately.
2. If you have a complaint about the work performed by us or the amounts we charge, you must submit a complaint in writing. The complaint must be submitted within one year after you received the documents, information or invoice your complaint pertains to or after you reasonably could have been aware of the failure you identified. After this term your right to hold us liable lapses.
3. All rights of claim and other entitlements you have in connection with the work we perform will in any event lapse five years after the date on which you became aware or could reasonably be expected to have become aware of the existence of these rights and entitlements.



## Clause 7: Agreements regarding our liability

1. We of course handle your engagement with the greatest possible attention and care. Should we nevertheless make a mistake, the following will apply. Our liability and that of all other persons who may rely on these general terms and conditions is limited. We are at most liable up to the lower of the amount we charged you for our services or the amount that will be paid out under the professional liability insurance we have purchased, plus the excess. If we did not charge an amount for our services, our liability will be limited to a maximum of EUR 5,000.
2. We perform the engagement awarded for your benefit only. Third parties cannot derive any rights from the substance of the work performed for you.
3. We are never liable for any loss incurred by you or third parties:
  - a. arising from the incorrect, incomplete or late provision of information by you;
  - b. arising from errors in software we use, unless we can recover the loss from the supplier of the software;
  - c. arising from the circumstance that you have not paid certain amounts charged to you by the financial institution, or have not paid such amounts on time;
4. We remain liable for loss caused by an intentional act or omission or deliberate recklessness on our part.
5. These General terms and conditions fall under the laws of the Netherlands

## Clause 8: Protection of your personal data

1. We treat all personal data you share with us with due care. We do not use this data for any purpose other than to perform your engagement. We never share your data with third parties, unless we are required by law or public policy to provide your data to a designated authority.
2. If you object to us including your personal data in a mailing list, please let us know so that we can immediately remove your data from the relevant file.
3. We retain all the information that you provide us with for the duration of the contract and store it carefully. We take all reasonably required measures to prevent data from being lost or accessed without permission (e.g. through viruses, technical errors, cybercrime, etc.).
4. We are never liable for the loss of this information – whether due to cybercrime or otherwise – unless it is due to an intentional act or omission and/or deliberate recklessness

## Clause 9: We may amend these terms and conditions

1. We may unilaterally amend the content of these general terms and conditions. If we do, we will inform you of this and send you the updated terms and conditions. You may object to the applicability of the amended terms and conditions within 30 days from the date on which you were informed of the relevant amendments. We will then consult with you on the substance of the relevant terms and conditions. If you do not object to the amended content of the general terms and conditions, they will apply from the date we have specified.