



This text is an English version of an original Dutch agreement. In case of conflict between this English version and the Dutch version of this agreement, the Dutch version shall prevail. In this English version of an originally Dutch agreement, Dutch legal terms have been translated into English. The Dutch legal terms may not be known or are not known in the same way under English law. This agreement is governed by Dutch law and must be interpreted in accordance with Dutch law.

CTA CLIENT AGREEMENT

The Parties:

1. the client for whom a CTA has been opened and who in relation thereto signs CTA Client Agreement, hereinafter referred to as "**you or your**";
2. **ABN AMRO Clearing Bank N.V.**, a public limited company under Dutch law and with its registered office in Amsterdam, registered in the Commercial Register of the Chamber of Commerce under number 33170549, hereinafter referred to as "**we or us**"; and

solely with a view to article 2 of this CTA Client Agreement:

3. **BUX B.V.**, a public limited company under Dutch law and with its registered office in Amsterdam, registered in the Commercial Register of the Chamber of Commerce under number 58403949, hereinafter referred to as the "**BUX**".

You hold a securities account with BUX and in connection therewith open a Cash Trading Account ("**CTA**") with us.

In this CTA Client Agreement you, BUX and us record arrangements concerning this CTA. This CTA Client Agreement must be read in conjunction with amongst others the CTA General Terms and Conditions.

The arrangements included in these documents assume the following:

- You have established a service provision relationship with BUX. You will open a CTA with us in connection therewith. By means of this CTA you place your cash that is meant for the execution of Transactions with a supervised bank. We act as if we were the custodian of your cash.
- You will establish a legal relationship with us by opening a CTA. The agreements made in this connection are listed in this CTA Client Agreement.
- In principle all communication concerning your CTA takes place via BUX. You may contact to BUX if you wish to give instructions or require information. You can view the balance in your CTA via your BUX Account. BUX is responsible for the correctness of this information.
- You will get a claim against us in the amount of the credit balance in your CTA. In the event the balance shown in your BUX Account deviates from the balance administered by us, the latter balance will be decisive.
- The CTA is not a payment account. Your CTA is intended exclusively for the execution of Transactions. In addition, you can Make a deposit to the CTA via the payment module offered by a payment service provider appointed by BUX or from your Contra Account. You can also transfer (part of) the balance in the CTA to your Contra Account. You cannot use the CTA for other purposes.
- The CTA cannot have a negative balance. You can only perform Transactions if the CTA contains a sufficient balance.

Several capitalised terms in this document have been given a specific meaning. You can find the meaning of the other capitalised terms in the CTA General Terms and Conditions (which form an annex to the CTA Client Agreement (Annex I)).

1. EXCLUSIVE MANDATE AND POWER OF ATTORNEY

You grant a mandate to BUX by signing this CTA Client Agreement. This mandate means that BUX is authorised to issue instructions to us concerning your CTA or for the performance of or to have performed instructions concerning your CTA. This mandate is explicitly limited to performing acts that are necessary for the performance of BUX's services. This includes charging costs.

You can only issue payment instructions to BUX. Payment instructions can only be carried out if your CTA contains sufficient balance. This mandate is exclusive. This means that you cannot perform acts with respect to your CTA yourself (other than via BUX).

The balance in your CTA will be frozen in the event the mandate ends (for example as a result of BUX's bankruptcy or another circumstance provided for bylaw). Subsequently we will transfer this balance to your Counter Account provided this is not prevented by rules and regulations. You can contact us after the mandate has ended.

By signing this CTA Client Agreement you irrevocably authorise us to perform all acts on your behalf that are necessary for the services and the further performance of this CTA Client Agreement and the CTA General Terms and Conditions. We may also act as your counterparty, even in the case of a conflict of interest.

2. RIGHT OF PLEDGE

By signing this document you declare and, insofar as applicable, you confirm that you wish to create the rights of pledge referred to in article 24 of the General Banking Conditions 2017 and wish to grant us the power of attorney referred to in these conditions to create the rights of pledge referred to therein. You also declare and, insofar as applicable, confirm that you are authorised to create the abovementioned rights of pledge.

These rights of pledge will be created as a result of our acceptance of this document. Once it has been accepted, this document will be considered to be a deed of pledge.

You notify us of the pledge in favour of the Bank by signing this document.

3. TERMS AND CONDITIONS

The relationship between you and us is subject to the following conditions:

- the **CTA General Terms and Conditions** (as amended, supplemented or restated from time to time), which constitute an annex to this CTA Client Agreement (Annex I); and
- the **General Banking Conditions 2017** (as filed with the registry of the Amsterdam District Court on 29 August 2016, as amended from time to time in accordance with the provisions thereof).

By signing this document you declare and, insofar as applicable, you confirm that the information you have provided is correct and complete. You also declare and, insofar as applicable, you confirm that you have received a copy of the abovementioned terms and conditions and that you accept these terms and conditions by signing this document. You furthermore declare and, insofar as applicable, you confirm that you explicitly agree to the fact that the general terms and conditions and changes thereto are made available by us electronically, which includes via our website www.abnamroclearing.com or BUX's website www.getbux.com.

4. CHOICE OF LAW AND FORUM

This CTA Client Agreement is governed by Dutch law. All disputes that may arise between yourself and the Bank concerning this CTA Client Agreement will be submitted to the competent courts of Amsterdam. In deviation from the above, the Bank has the right to submit a dispute to a domestic or foreign court that has jurisdiction over you.

In deviation from the matters set out above, you also have the right to submit disputes with us pursuant to this CTA Client Agreement to the Financial Services Complaints Tribunal (KiFiD) with due observance of the Rules of Financial Services Disputes Committee (KiFiD) on Mediation and (binding) advice. These rules are published on the KiFiD website.

The notification below provides you with information about us.

Our full name according to our articles of association is ABN AMRO Clearing Bank N.V. The telephone number is 020-3434073. The internet address of ABN AMRO Clearing Bank N.V. is www.abnamroclearing.com. We are registered in the Commercial Register of the Chamber of Commerce under number 33170549.

ABN AMRO Clearing Bank N.V.'s head office is located at Gustav Mahlerlaan 10, Amsterdam (P.O. Box 243, 1000 EA).

ABN AMRO Clearing Bank N.V. holds a banking licence from De Nederlandsche Bank N.V. and is included in the register of the Dutch Authority for the Financial Markets (AFM).

The notification below is addressed to those whose personal data are included in this document.

We will handle your personal data with due care entirely in accordance with the General Data Protection Regulation (Algemene Verordening Gegevensbescherming). We will process your personal data within the context of efficient and effective business operations, in particular with focus on the following activities:

- assessing and accepting (potential) clients, concluding and performing agreements with a data subject and settlement of payment traffic;
- performing analyses of personal data for statistical and scientific purposes;
- performing (targeted) marketing activities in order to establish a relationship with a data subject and/or maintain or expand a relationship with a client;
- safeguarding the security and integrity of the sector, including combating, including the prevention and investigation of (attempts at) (punishable) acts directed against us, our clients and employees, as well as the use of and participation in warning systems; and
- compliance with legal obligations.

- followed by signatures –

5. SIGNATURE

Your signature is an electronic signature as referred to in Article 3:15a BW and Regulation (EU) No. 910/2014 (*Electronic Identification and Trust Services Regulation*) and has the same legal consequences as a handwritten signature placed by you.

By signing you declare that you agree to this CTA Client Agreement and that you have received the Deposit Guarantee Scheme Information Sheet in Annex II to this CTA Client Agreement.

(This agreement will not be signed by us. Our agreement will be evidenced per section of this agreement by the performance thereof.)

ABN AMRO Clearing Bank N.V.

By way of acceptance of the provisions of article 2 of this CTA Client Agreement:

(This agreement will not be signed by BUX. The agreement of BUX will be evidenced per section of this agreement by the performance thereof.)

BUX B.V.

Annex I
CTA General Terms and Conditions

CTA GENERAL TERMS AND CONDITIONS

Where do these CTA General Terms and Conditions apply to?

The CTA General Terms and Conditions apply if you hold a securities account with BUX and open a CTA with the Bank in connection therewith.

These CTA General Terms and Conditions include important arrangements with respect to your CTA. These CTA General Terms and Conditions should be read together with the CTA Client Agreement you have concluded with the Bank.

As already stated in the CTA Client Agreement, the arrangements included in these documents assume the following:

- You have established a service provision relationship with BUX. You will open a CTA with the Bank in connection therewith. By means of this CTA you place your cash that is meant for the execution of Transactions with a supervised bank. The Bank acts as if it were the custodian of your cash.
- You will establish a legal relationship with the Bank by opening a CTA. The agreements made in this connection are listed in this CTA Client Agreement.
- In principle all communication concerning your CTA takes place via BUX. You may contact to BUX if you wish to give instructions or require information. You can view the balance in your CTA via your BUX Account. BUX is responsible for the correctness of this information.
- You will get a claim against the Bank in the amount of the credit balance in your CTA. In the event the balance shown in your BUX Account deviates from the balance administered by the Bank, the latter balance will be decisive.
- The CTA is not a payment account. Your CTA is intended exclusively for the execution of Transactions. In addition, you can Make a deposit to the CTA from your Contra Account. You can also transfer (part of) the balance in the CTA to your Contra Account. You cannot use the CTA for other purposes.
- The CTA cannot have a negative balance. You can only perform Transactions if the CTA contains a sufficient balance.

The matters set out above form part of these CTA General Terms and Conditions.

1 DEFINITIONS

1.1 Several fixed terms are used in these CTA General Terms and Conditions. These terms are defined as set out below:

Agreement	the CTA Client Agreement and any other agreement between the Bank and yourself with respect to the CTA.
ABN AMRO Group	ABN AMRO Bank N.V., the Bank and all of its group companies.
Account Number	your account number with BUX.
Bank	ABN AMRO Clearing Bank N.V., a public limited company under Dutch law with its registered office in Amsterdam.
BUX	BUX B.V., a private company with limited liability under Dutch law and with its registered office in Amsterdam.
BUX Account	the account(s) you have opened with BUX in connection with your service provision relationship with BUX.

Client	the client who signed an Agreement, in the CTA General Terms and Condition also referred to as “you(r)”.
Conditions	the Agreement, the CTA General Terms and Conditions and the General Banking Conditions 2017 jointly.
Contra Account	a payment account with an IBAN number the balance of which is in euros which the Client has with ABN AMRO Bank N.V. or with another bank and which has been announced by the Client to the Bank and registered and accepted by the Bank.
CTA (Cash Trading Account)	the account you have opened with the Bank the balance of which is in euros and that will be used in combination with your securities account with BUX.
CTA General Terms and Conditions	These CTA General Terms and Conditions as amended, supplemented or restated from time to time.
Financial Instrument	a financial instrument within the meaning Section 1:1 of the Financial Supervision Act (Wet op het financieel toezicht), which you can buy or sell via BUX.
General Banking Conditions 2017	the General Banking Conditions as filed with the registry of the Amsterdam District Court on 26 August 2016.
BUX	BUX B.V., a private company with limited liability under Dutch law and with its registered office in Amsterdam.
BUX Account	the account(s) you have opened with BUX in connection with your service provision relationship with BUX.
Make a deposit to your CTA / Deposits made to your CTA	you can deposit cash into your CTA in the ways indicated in article 5.3 of the CTA General Terms and Conditions.
Payment Service Provider	a payment service provider approved by the Bank and which is engaged by BUX in connection with article 5.4 of the CTA General Terms and Conditions.
Purchase Transaction	a transaction with which you purchase a Financial Instrument or an analyst report.
Sale Transaction	a transaction with which you sell a Financial Instrument.
Transaction	a Purchase Transaction or Sale Transaction.

2 SUBJECT AND APPLICABLE CONDITIONS

- 2.1 These CTA General Terms and Conditions include important arrangements between yourself and the Bank concerning the CTA you will open in connection with your service provision relationship with BUX. With the Deposits made to your CTA you can execute Purchase Transactions.. The CTA therefore serves to support the services provided by BUX.
- 2.2 The Agreement and the General Banking Conditions 2017 are applicable in addition to these terms and conditions.

2.3 In the event of any conflict or inconsistencies between the various applicable conditions and other documents as set out below, the conditions or documents higher in the list below will prevail over the conditions lower down the list below;

- a. the Agreement;
- b. the CTA General Terms and Conditions;
- c. the General Banking Conditions 2017.

2.4 The Bank may also be bound by rules that have been determined by government agencies, the courts or another public-law or private-law entity with a supervisory or regulatory task. In the case of any conflicts or inconsistencies between these rules and the Conditions, the Bank will act on the basis of the rules referred to in this article. If this is the case, the Bank will not be deemed to have acted in contravention of these General Terms and Conditions.

3 OPENING OF THE CTA

3.1 The CTA is related to your service provision relationship with BUX. First you have to complete the application process for a securities account with BUX. You are able to do this via a mobile application made available by BUX. Opening a CTA is part of the application process. For the opening of a CTA it is required that the Bank has received a complete and electronically-signed Agreement from you and that the client screening as provided for in the Money Laundering and Terrorist Financing (Prevention) Act (Wet ter voorkoming van witwassen en financieren van terrorisme) has been completed. You may use the CTA as from the moment the Bank has accepted your application for the CTA and BUX has notified you thereof.

3.2 The Bank does not conclude Agreements with American taxpayers. You are obliged to immediately notify the Bank if you become an American taxpayer after opening the CTA. We will end your CTA if you become an American taxpayer. The Bank is not liable for the consequences of the termination of the CTA.

4 THE JOINT CTA

4.1 A CTA can be opened by one or two natural persons. A joint-CTA exists in the event that a CTA is opened by two natural persons.

4.2 The holders of a joint-CTA are individually authorised to dispose of the balance in the joint-CTA. A joint-CTA can only be terminated by both Clients. Moreover, the Bank or BUX may demand an instruction from both Clients at any time.

4.3 For the record, both Clients are jointly and severally liable for any debts or other damage caused to the Bank that arise from their use of the joint-CTA.

5 THE USE OF YOUR CTA

5.1 You will get a claim against the Bank in the amount of the credit balance in your CTA. The balance administered by the Bank is decisive for the determination of this claim. You have no other claims against the Bank in connection with this Agreement.

5.2 You can only use your CTA to execute Transactions. The CTA is not a payment account nor an account within the meaning of Title 7B, Book 7 of the Dutch Civil Code. The Bank does not provide payment services to you within the

meaning of the Financial Supervision Act (Wet op het financieel toezicht). The CTA cannot have a negative balance. Transactions or other acts that lead or could lead to a negative balance will not be carried out.

- 5.3 Your CTA must contain sufficient balance in order to be able to perform Transactions. You can Make a deposit to your CTA by means of (1) a transfer via the bank of your Contra Account, (2) via via a transfer from your bank account if a Contra Account has not yet been specified and which bank account will be counted as a Contra Account after registration and acceptance by AACB, (3) via the payment module of the Payment Service Provider or (4) via another method as agreed between the Bank and BUX and communicated to you in writing. For a deposit as referred to under (1) or (2), state in the payment order that the funds must be transferred to the account with account number NL96ABNC0539624187. You include your Account Number in the description of the payment instruction.
- 5.4 In the event of a transfer through the payment module as offered by the Payment Service Provider, costs may be charged by the Payment Service Provider to your deposit, in which case BUX will settle these costs so that the amount credited to your CTA is equal to your deposit.
- 5.5 You can only claim and dispose of the deposited amount after it has been credited to your CTA. In your BUX Account you are able to see when the amount has been credited to your CTA. In addition you will be able to see changes in the balance on your CTA in the mobile application provided by BUX.
- 5.6 The balance in your CTA can only be transferred to your Contra Account. You are required to issue a payment instruction to BUX for this purpose. In principle, you cannot issue further payment orders or other instructions with respect to your CTA.
- 5.7 The Contra Account must be registered and accepted by the Bank. The registration and acceptance process includes an identifying payment. You do this by a deposit of at least €0.01 in one of the following ways: (1) the identifying deposit is made through the Payment Service Provider, after which the deposit is credited back to the Contra Account or (2) the identifying deposit is made through the Payment Service Provider into your CTA. For the record, you can only use your CTA and you are only entitled to the amount you have deposited from the moment the Bank has accepted your application for the CTA and BUX has notified you thereof. If your application is not accepted, which means not accepted within three (3) working days after receipt of the deposit, the Bank will transfer the deposited amount back to your Contra Account.

6 ROLE OF BUX IN THE ADMINISTRATION OF YOUR CTA

- 6.1 BUX administers the CTA on behalf of the Bank. You can find information about your Financial Instruments and your CTA in your BUX Account. BUX is responsible for the correctness of this information. You will receive no information concerning the balance in your CTA from the Bank.
- 6.2 If you perform a Purchase Transaction, BUX debits your CTA. If you perform a Sale Transaction, BUX credits your CTA. By signing the Agreement, you grant BUX approval to process these movements in your CTA.
- 6.3 If you perform a Purchase Transaction with respect to a Financial Instrument for which your CTA is not debited for the corresponding amount immediately but rather after a certain period or event, your CTA will be blocked for the relevant amount in the intervening period. In the BUX Account you are able to see the amount for which your CTA is blocked. You cannot use the blocked (part of the) balance to perform Transactions.

- 6.4 BUX may only process movements in your CTA in the following circumstances:
- a. if you Make a deposit to your CTA;
 - b. if you deposit an amount from your CTA to your Contra Account;
 - c. if you perform a Transaction; or
 - d. if you receive dividend, interest or another payment in relation to Financial Instruments which are held on your BUX Account;
 - e. if BUX charges you pre-agreed costs (including costs charged by BUX on behalf of the Bank, as referred to in article 18).

7 INTEREST

- 7.1 Interest is not payable in respect of the balance on your CTA and in case of negative interest you pay no interest on the balance in your CTA.

8 PROVISION OF DATA

- 8.1 Upon the conclusion of the Agreement you will provide the Bank with the data requested in the Agreement.
- 8.2 The Bank may ask you questions concerning your use of the CTA. The Bank will observe the applicable privacy legislation in connection therewith.
- 8.3 At the Bank's request you shall cooperate and provide all information to verify your identity and personal and other data insofar as the Bank considers this necessary or relevant in connection with the CTA.
- 8.4 You are responsible for the correctness and completeness of the information you have provided to the Bank, including your address and contact details.
- 8.5 In the event the data you have provided to the Bank changes, you will notify these changes as soon as possible. You do so via your BUX Account. This data includes among others the data you have provided upon conclusion of this Agreement. The Bank has the right to assume the correctness of the data provided to the Bank for as long as you have not notified a change via your BUX Account and such notification has not been processed by BUX. The Bank is not liable for damages that arise as a result of the fact that the Bank bases itself on data you have provided directly or indirectly that later proves to be incorrect or to have changed.
- 8.6 Changes submitted by you will be handled and processed by BUX within a reasonable period.

9 PROCESSING OF YOUR PERSONAL DATA

- 9.1 The Bank will process your personal data in accordance with rules and regulations.
- 9.2 In certain circumstances the Bank has the right to disclose or provide information to third parties concerning its relationship with you. This concerns the following situations among others:
- a. if the Bank is obliged to do so on the basis of applicable rules or regulations or on the basis of a court or similar order that is enforceable in the relevant jurisdiction;
 - b. if the Bank is obliged to do so by a professional or self-regulating organisation (either from the government

or of a different nature), a supervisory authority or a by a court or similar order that is enforceable in the relevant jurisdiction; or

c. if the Bank is obliged to do so by a domestic, foreign or international government institution.

9.3 A Bank is sometimes not allowed (on the basis of rules and regulations) to inform you that it has provided information about its relationship with you to third parties. In such cases the Bank cannot be obliged to inform you of the provision of information.

10 COMMUNICATION ABOUT YOUR CTA

10.1 In principle you do not have contact with the Bank. You may contact BUX if you wish to give instructions or require information. Also all other communication takes place via your BUX Account and e-mail messages from BUX. You can view the balance in your CTA via your BUX Account. BUX is responsible for the correctness of this information.

10.2 However, the Bank may decide at any time to communicate with you directly.

10.3 If you have a complaint about your CTA, you may address it directly to the Bank. Complaints about BUX's services are not handled nor forwarded to BUX.

11 SAFE USE OF THE CTA

11.1 As soon as your CTA has been opened, you will implement all reasonable measures to guarantee the security of the CTA. You will also ensure that third parties do not have access to your BUX Account with which you have access to the CTA.

11.2 If BUX or the Bank provides you with or informs you about security measures in relation to your CTA, you are obliged to implement such security measures immediately. If you fail to implement these security measures, this will qualify as gross negligence. All damages resulting from or is related to such failure will be for your account.

11.3 BUX or the Bank will never ask you in an e-mail or by telephone to provide login codes or other confidential information.

12 WHAT YOU SHOULD DO IF THE CTA IS USED UNLAWFULLY

12.1 You must inform BUX immediately by telephone if the CTA is used or is being used in a manner that is not allowed pursuant to the Agreement, the General Terms and Conditions or any rules or regulations, such as in the case of fraud.

12.2 In case of unlawful use of the CTA or fraud, you will be obliged to submit a report to the police immediately.

12.3 You must provide BUX and the Bank with all information and assistance needed to investigate or have investigated abuse of or unauthorised access to the CTA. The Bank and BUX are allowed to pass this information on to payment service providers, supervisory authorities and/or government institutions.

12.4 The Bank will ensure that the CTA is blocked and can no longer be used after it has received a notification as referred to in article 12.1.

12.5 The Bank is not liable and does not pay you any compensation if you committed fraud or if you deliberately acted in contravention of our arrangements or if you have acted with gross negligence (*grove schuld*) in connection thereto.

12.6 You indemnify the Bank against any claims third parties may have against the Bank as a result of the fact that you failed to comply with your obligations towards the Bank or failed to do so properly or promptly.

13 BANKRUPTCY, SUSPENSION OF PAYMENT, DEBT RESTRUCTURING AND ATTACHMENT

13.1 In the event that an attachment is levied against the balance in the CTA, this balance will be blocked by the Bank. You will then no longer be able to dispose freely of the balance against which the attachment is levied. Any payment as meant in article 6.4d that is credited to the CTA after the date of an attachment is also covered by the attachment.

13.2 The Bank blocks the balance in your CTA if you are declared bankrupt, or you are granted a provisional or permanent suspension of payment or if statutory debt restructuring becomes applicable to you.

13.3 You may no longer be able to dispose independently of the balance in the CTA either if you are placed under guardianship or administration.

13.4 In the event that one of the circumstances referred to in article 13 occurs, you will be obliged to immediately notify BUX and the Bank thereof in writing.

14 BANKRUPTCY ON THE PART OF THE BANK

14.1 The Bank falls under the De Nederlandsche Bank (DNB) deposit guarantee scheme. This means among other things that if the Bank goes bankrupt the cash in your CTA will be reimbursed up to a certain maximum amount. However, this is subject to certain conditions. Please refer to the Depositor Information Sheet enclosed as Annex II to the CTA Client Agreement or visit www.dnb.nl if you require further information.

15 OTHER REASONS FOR BLOCKING THE CTA

15.1 In addition to the reasons for blocking of the CTA referred to in article 13, the Bank may block the CTA for the following reasons:

- a. if the Bank terminates or ends the relationship with BUX;
- b. if the security of your CTA or the CTA's of other clients is at stake;
- c. in case of a suspicion of unauthorised or fraudulent use of your CTA or the CTA's of other clients;
- d. for compliance with a legal obligation or a court ruling or a Kifid decision;
- e. to meet instructions, directions or guidelines of competent supervisory authorities or other government agency;
- f. if you act in contravention of the Agreement or the General Terms and Conditions;
- g. on the basis of the Bank's internal procedures; and/or
- h. if the Bank denies access to the CTA(s); and/or
- i. if you use the CTA('s) in a manner that is in contravention of rules or regulations or that could lead to reputational damage for the Bank, the ABN AMRO Group or could lead to a breach of the integrity of the banking sector.

In the event that one of the circumstances referred to in article 15.1 occurs, you will be obliged to immediately notify BUX and the Bank thereof in writing. This does not apply to the situations described under a and f of article 15.1.

- 15.2 If the Bank blocks your CTA, it will inform you of the blocking and the reason(s) for doing so via your BUX Account. The Bank or BUX may also inform you by e-mail of the blocking and the reason(s) for doing so. The Bank or BUX does so before blocking or, if this not possible, immediately thereafter. If a notification is or could be in contravention of security considerations or is prohibited on the basis of applicable rules or regulations, the Bank or BUX may inform you at a later moment or not at all.
- 15.3 The Bank will end the blocking as soon as the reasons for blocking no longer exist. The Bank will transfer the cash in your CTA to your Contra Account in the event the reasons for blocking are not temporary in nature.
- 15.4 The Bank has the right to charge to you the costs related to the blocking of a CTA via BUX if the blocking is objectively justified.

16 REVERSAL, SUSPENSIONS, REFUSAL PAYMENT TRANSACTIONS

- 16.1 The Bank reserves the right at all times to (partially or not) reverse, suspend or not execute payment transactions on the CTA, if in the Bank's reasonable opinion:
- a. that is required to comply with laws or regulations;
 - b. that is required to comply with instructions, directions or guidelines from a competent supervisor or other governmental authorities to perform a legal task;
 - c. that is required to comply with a court ruling or Kifid decision;
 - d. there is (a reasonable suspicion of) a gross error, fraud or negligence on the part of BUX or on your part; and/or
 - e. there are other serious cases or serious circumstances where it is necessary to reverse such payment transactions (or have them reversed), to suspend them or not to have them executed.

17 LIABILITY OF THE BANK

- 17.1 The Bank is not liable for non-performance or defective performance of a payment instruction by BUX. The Bank is not liable either for non-performance or defective performance of a payment instruction by the Bank, with the exception of its wilful misconduct or gross negligence.
- 17.2 The Bank is not liable in the event that the information concerning your CTA shown in your BUX Account is incorrect.
- 17.3 The Bank is only liable for a loss actually sustained by you as referred to in Article 6:96 of the Dutch Civil Code that is the direct result of an attributable breach on the part of the Bank to comply with one of its obligations towards you. The Bank is never liable for indirect or consequential damages, which includes loss of profit, missed savings and other unrealised benefits or disadvantages sustained indirectly. This article does not prejudice the matters provided for in this connection in the Agreement.
- 17.4 The Bank is not liable for any damages of any kind whatsoever that are the result of a force majeure event as

referred to in Article 6:75 of the Dutch Civil Code, including but not limited to the following:

- a. international conflicts;
- b. terrorist or other violent or armed actions;
- c. acts of god (natural or environmental disasters);
- d. measures of any domestic, foreign or international government institution;
- e. measures by a supervisory authority;
- f. actions of boycott;
- g. labour disputes and strikes at third parties or among its own staff; and
- h. interruptions to the power supply, failure of communication links, or failures of equipment or software owned by the Bank, BUX or third parties.

17.5 The Bank is not liable for any damages sustained by you of any kind that are a result of:

- a. the unavailability or incorrect or incomplete operation of any website, systems, the internet and/or (telecommunications) networks of the Bank or BUX;
- b. the use of any website and/or misunderstandings, delays, breaches of the integrity of data or the non-reception or incomplete reception of notifications or the performance of instructions by the Bank or BUX;
- c. the fact that information was provided to you by the Bank or BUX electronically;
- d. an attributable breach by a third party used by the Bank or BUX for the processing of payment instructions in relation to the Bank's obligations under the Agreement or the General Terms and Conditions;
- e. the fact that BUX does not perform its obligations as meant in article 5.4; and/or
- f. breaches by third parties used by the Bank or BUX, unless you demonstrate plausibly that the Bank or BUX failed to observe the required due care when selecting the third party, such unless and insofar as any loss actually sustained by you is the direct result of wilful misconduct or gross negligence on the part of the Bank or BUX.

18 COSTS

18.1 The Bank may charge costs to you in connection with the CTA. These costs may also be charged to you by BUX on behalf of the Bank. These costs will be charged against the CTA by the Bank or by BUX on behalf of the Bank. You authorise the Bank and BUX to do so. This means that your CTA will be debited. If the balance of your CTA shows an insufficient account balance to debit the costs or negative interest, BUX will inform you thereof. You are then required to make up the deficit to make sure that the costs or negative interest can be debited from your CTA.

18.2 In addition to the costs and compensations referred to in the Agreement or in the General Terms and Conditions, the Bank may also charge other costs and compensation to you or have them charged to you that are related to the Bank's services. Examples of these costs are:

- a. the costs of conducting an investigation in the Bank's administration;
- b. the costs incurred by the Bank in connection with an attachment levied against the Bank; and
- c. other costs that should be for your account in the Bank's reasonable opinion.

If the balance of your CTA shows an insufficient account balance to debit the costs or negative interest, BUX will inform you thereof. You are then required to make up the deficit to make sure that the costs or negative interest can be debited from your CTA.

18.3 You can find information about the costs related to your CTA in your BUX Account and/or on the BUX website. The Bank has the right to change the costs at all times. The changed costs will be published via your BUX Account and/or

on the BUX website.

19 CHANGES TO THE CONDITIONS AND THE AGREEMENT

- 19.1 The Bank has the right to supplement and/or amend the Agreement, these CTA General Terms and Conditions, and/or any other arrangements and conditions. The Bank will notify you at least two months prior to the effective date of every supplement and/or amendment via your BUX Account and/or the BUX website and/or by means of a message sent to the e-mail address you have provided.
- 19.2 If you do not inform the Bank before the effective date of the supplement and/or amendment that you do not accept such supplement and/or amendment, you will be deemed to have accepted it.
- 19.3 If you do not accept the supplement and/or amendment, you will have the right to terminate the Agreement with immediate effect and without any costs. A message sent by you to BUX by means of a durable medium (for example an e-mail) from which it is evident that you do not accept the supplement and/or amendment, will be considered to be a termination of the Agreement by you.
- 19.4 Article 20 applies to a termination as referred in this article 19, with the exception of article 20.6 and the notice period in article 20.2. In the case of a termination in accordance with this article, the General Terms and Conditions will apply in unaltered form until the Agreement ends.
- 19.5 The Bank may amend the Agreement or the General Terms and Conditions with immediate effect if the amendment follows from:
- a. an instruction by a supervisor of the Bank or BUX;
 - b. amended rules and/or regulations;
 - c. a decision rendered by a court or a complaints or disputes committee; or
 - d. conditions or an instruction from Equens and/or Currence (or a company affiliated with Equens and/or Currence).
- 19.6 The Bank has the right to amend the Agreement or the General Terms and Conditions unilaterally if the Bank cannot reasonably be expected to continue them in unaltered form.

20 TERMINATION OF THE AGREEMENT

- 20.1 The Agreement is concluded for an indefinite period.
- 20.2 You have the right to terminate the Agreement by giving a termination notice subject to a notice period of at least one month. You can do so by means of the form in your BUX Account or by e-mail to BUX to [e-mail address BUX].
- 20.3 In principle the Bank will block your CTA if you have terminated your service provision relationship with BUX.
- 20.4 You are obliged to ensure that you no longer issue payment instructions to BUX and no longer perform Transactions after the termination.
- 20.5 You may owe costs to the Bank as a result of movements in the CTA that were performed after termination of the Agreement. Periodic costs are only charged in proportion until the termination of the Agreement. In the event that

these costs were paid in advance, the Bank will refund to you these costs paid in advance on a proportionate basis if applicable.

- 20.6 If you terminate the Agreement within twelve months after it was concluded, the Bank will have the right to charge costs in connection with the termination that are in line with the actual costs.
- 20.7 The Bank has the right to terminate the Agreement by giving notice subject to a notice period of at least two months.
- 20.8 Both you and the Bank have the right to terminate the Agreement with immediate effect, without being obliged to pay any form of compensation, in one or more of the following cases:
- a. if an attachment is levied against all or part of your assets;
 - b. if you, the Bank or BUX is declared bankrupt;
 - c. if you offer a composition to your creditors;
 - d. if you end or are about to end your profession or business;
 - e. if a (provisional) suspension of payment is granted to you or BUX;
 - f. if statutory debt restructuring is declared applicable to you; or
 - g. if you are placed under guardianship or administration.
- 20.9 In addition, the Bank has the right to terminate the Agreement with immediate effect, without being obliged to pay any form of compensation, in one or more of the following cases:
- a. if the Bank terminates or ends the relationship with BUX;
 - b. if the supervisory status of the Bank or BUX changes;
 - c. if a supervisory authority issues an instruction to the Bank to do so in connection with its services relating to your CTA;
 - d. if you die;
 - e. if you are dissolved or lose your legal personality;
 - f. if you have not issued payment instructions to BUX and have not performed Transactions for a period of five years;
 - g. if the service provision relationship with BUX is terminated;
 - h. if the security of your CTA or the CTA's of other clients is at stake;
 - i. in the case of unauthorised or fraudulent use of your CTA or the CTA's of other clients;
 - j. if national or international rules or regulations allow or oblige the Bank to do so;
 - k. if you act in contravention of the Agreement or the General Terms and Conditions;
 - l. on the basis of the Bank's internal procedures;
 - m. if you use the CTA('s) in a manner that is in contravention of rules or regulations or that could lead to reputational damage for the Bank, the ABN AMRO Group or could lead to a breach of the integrity of the banking sector; and
 - n. in the case of substantial interests on the part of the Bank or (another entity that forms part of) the ABN AMRO Group as a result of which the Bank cannot be expected to continue the Agreement.
- 20.10 The Bank will transfer any credit balance in your CTA to your Contra Account after deduction of any unpaid costs or outstanding debts.
- 20.11 If an Agreement is terminated, the Bank will close the CTA to which this Agreement relates as soon as:
- a. the notice period has ended;
 - b. all costs have been paid;

- c. the balance has been transferred to your Contra Account; and
- d. the parties no longer have any claims against each other with respect to the Agreement.

20.12 BUX or the Bank will inform you of the closing of the CTA.

21 TERMINATION DISTANCE CONTRACTS

21.1 A distance contract is an agreement that is concluded by a consumer and that is concluded entirely via the internet or in respect of which the Bank and the consumer communicate exclusively via the internet, by telephone or post.

21.2 You have the right to dissolve the Agreement during a period of fourteen calendar days if you concluded a distance contract. You apply to BUX if this is the case. This term of fourteen calendar days commences as from the moment the Bank has confirmed to you that the Agreement has been concluded. You have the right to terminate the Agreement without stating reasons and without paying a penalty. The Bank is allowed to charge costs for any services that have already been provided with respect to the CTA.

21.3 If you give a payment instruction to BUX, if you perform a Transaction, or if the Bank receives a payment that is intended for you, it will be assumed that you grant your consent to start the performance of the Agreement.

22 TRANSFER AND PLEDGE OF CLAIMS

22.1 The Bank is authorised to transfer to a third party all of its rights and obligations under the Agreement in whole or in part by means of assignment, contract takeover, debt takeover, a combination thereof or in any other manner. The Bank is also authorised to transfer in whole or in part its economic risk in connection with the Agreement to a third party. In the case of transfer of the economic risk, the Bank will remain your contractual counterparty in accordance with the provisions of the Agreement and the General Terms and Conditions.

22.2 In the event a situation as described in article 22.1 occurs, you hereby provide in advance your cooperation to a (partial) transfer of your relationship with the Bank to a third party by the Bank. You also commit yourselves to cooperate and perform all legal and other acts that are required for the full or partial transfer of the rights and obligations under the Agreement and the General Terms and Conditions.

22.3 You cannot transfer or pledge the Claims. This means for example that you cannot agree with another person that this other person will receive the balance in your CTA if you do not pay this other person. This article has effect under property law.

22.4 An exception to article 22.3 applies in case of a pledge or transfer in favor of the Bank or (another entity that forms part of) the ABN AMRO Group.

23 DEATH

23.1 If you die, your surviving relatives are required to notify BUX thereof as soon as possible. BUX informs the Bank thereof and the Bank will then block the CTA until it has received a certificate of inheritance. A certificate of inheritance is issued by a civil-law notary. It states who is entitled to the cash in the CTA. The Bank may refuse your surviving relatives to transfer the cash in the CTA to the Contra Account for as long as the Bank has not received a certificate of inheritance.

24 DISPUTES

- 24.1 All disputes that may arise between yourself and the Bank in relation to the Agreement and these CTA General Terms and Conditions will be submitted to the competent court in Amsterdam. In derogation of the above, the Bank has the right to submit a dispute to a domestic or foreign court that has jurisdiction over you.
- 24.2 You have the right in derogation of the matters set out above to submit disputes with the Bank in connection with the Agreement to the KiFiD, with due observance of the Rules of Financial Services Disputes Committee (KiFiD) on Mediation and (binding) advice. These rules are published on the KiFiD website.

25 GENERAL INFORMATION ABOUT THE BANK

- 25.1 The full name of the Bank according to its articles of association is ABN AMRO Clearing Bank N.V. The telephone number is 020-3434073. The internet address of ABN AMRO Clearing Bank N.V. is abnamroclearing.com. The Bank is registered in the Commercial Register of the Chamber of Commerce under number 33170549.
- 25.2 ABN AMRO Clearing Bank N.V.'s head office is located at Gustav Mahlerlaan 10, Amsterdam (P.O. Box 243, 1000 EA).

ABN AMRO Clearing Bank N.V. holds a banking licence from De Nederlandsche Bank N.V. and is entered in the register of the Dutch Authority for the Financial Markets (AFM).

Annex 2
Deposit Guarantee Scheme Information Sheet

DEPOSITOR INFORMATION SHEET

Basic information concerning the protection of balances	
Deposits in ABN AMRO Clearing Bank N.V. are protected by:	The Dutch statutory Deposit Guarantee Scheme executed by De Nederlandsche Bank N.V. (Dutch Central Bank) (DNB) ⁽¹⁾
Limit of protection:	EUR 100 000 per depositor per credit institution ⁽²⁾
If you have more deposits at the same credit institution:	All your deposits at the same credit institution are 'aggregated' and the total is subject to the limit of EUR 100 000 ⁽²⁾
If you have a joint account with other person(s):	The limit of EUR 100 000 applies to each depositor separately ⁽³⁾
Reimbursement period in case of credit institution's failure:	20 working days ⁽⁴⁾
Currency of reimbursement:	euro
Contact:	De Nederlandsche Bank N.V. PO Box 98 1000 AB Amsterdam visitor's address: Westeinde 1 1017 ZN Amsterdam telephone (from Monday to Friday between 9:00 to 17:00): from the Netherlands: 0800-0201068 from abroad: + 31 20 524 91 11 e-mail: info.dnb.nl
More information:	www.dnb.nl go to 'English' section, search for 'Deposit Guarantee Scheme'.
ADDITIONAL INFORMATION:	
Other important information: In general, all retail depositors and businesses are covered by the Deposit Guarantee Scheme. Exceptions for certain deposits are stated on the website of the responsible Deposit Guarantee Scheme. Your credit institution will also inform you upon request whether certain products are covered or not. If deposits are covered, the credit institution shall also confirm this on the statement of account.	
FOOTNOTES:	
⁽¹⁾ Scheme responsible for the protection of deposits: Your deposit is covered by the Dutch statutory Deposit Guarantee Scheme. If insolvency of your credit institution should occur, your deposits would be repaid up to EUR 100 000.	
⁽²⁾ General limit of protection If a deposit is unavailable because a credit institution is unable to meet its financial obligations, depositors are repaid by the Dutch Deposit Guarantee Scheme. This repayment covers at maximum EUR 100 000 per credit institution. This means that all deposits at the same credit institution are added up in order to determine the coverage level. If, for instance a depositor holds a savings account with EUR 90 000 and a current account with EUR 20 000, he or she will only be repaid EUR 100 000.	

⁽³⁾ Limit of protection for joint accounts:

In case of joint accounts, the limit of EUR 100 000 applies to each depositor.

In the exceptional case of bankruptcy of your credit institution on the moment you have a deposit directly resulting from real estate transactions relating to private residential properties your deposits will be protected for a period of three months after the deposit for an additional amount which will not exceed EUR 500 000.

More information can be obtained under www.dnb.nl go to 'English' section, search for 'Deposit Guarantee Scheme'.

⁽⁴⁾ Reimbursement:

The responsible Deposit Guarantee Scheme is the Dutch statutory Deposit Guarantee Scheme which is executed by De Nederlandsche Bank N.V. (Dutch Central Bank) (DNB)

PO Box 98

1000 AB Amsterdam visitor's

address: Westeinde 1

1017 ZN Amsterdam

telephone (from Monday to Friday between 9:00 to 17:00): from the Netherlands:

0800-0201068

from abroad: + 31 20 524 91 11

e-mail: info@dnb.nl

website: www.dnb.nl go to 'English' section, search for 'Deposit Guarantee Scheme'.

It will repay your deposits (up to EUR 100 000) within at most 20 (twenty) working days at the latest. If you have not been repaid within these deadlines, you should contact the Deposit Guarantee Scheme since the time to claim reimbursement may be barred after a certain time limit.

The reimbursement period will gradually be brought back to 7 (seven) working days. During this transitional period, the Dutch Central Bank (DNB) can upon request award you an appropriate amount to cover basic needs.

Further information can be obtained under www.dnb.nl go to 'English' section, search for 'Deposit Guarantee Scheme'.