

**Definitions**

In these terms and conditions, the following definitions shall apply:

1. Supplementary agreement: an agreement whereby the customer acquires products, digital content and/or services in connection with a remote agreement and these products, digital content and/or services are delivered by the entrepreneur or by a third party on the basis of an agreement between that third party and the entrepreneur;
2. Consumer: a customer who is also a natural person not acting for purposes related to his trade, business, craft or profession;
3. Crypto(currency): virtual currency in an unregulated market. Crypto is based on blockchain technology. Trading in crypto currency takes place outside AFM supervision.
4. Day: calendar day;
5. Digital content: data produced and delivered in digital form;
6. Contract for an indefinite period of time: a contract for the regular supply of goods, services and/or digital content for a specific period of time;
7. Durable data carrier: any tool - including e-mail, cloud services and external server - that enables the client or entrepreneur to store information that is addressed to him personally, in a way that allows future consultation or use for a period of time that is tailored to the purpose for which the information is intended, and that allows for the unaltered reproduction of the stored information;
8. Customer: the party with whom Margin Traders NL has entered into an agreement or signs an offer;
9. Entrepreneur: the natural or legal person who offers products, (access to) digital content and / or services at a distance to customers;

10. Distance contract: an agreement that is concluded between the entrepreneur and the customer in the context of an organized system for distance selling of products, digital content and / or services, whereby to the conclusion of the agreement exclusive or partial use is made of one or more means of distance communication;

11. Parties: the entrepreneur and the customer together;

12. Technique for distance communication: means that can be used for concluding an agreement, without the parties having to come together in the same room at the same time.

**Identity of the entrepreneur**

The company Margin Traders NL, established in Oud-Beijerland;

E-mail address: info@margintraders.nl

Website: www.margintraders.nl

Chamber of Commerce number: 76482189

Btw-identificatienummer: 860639782

**Applicability general terms and conditions**

1. These general terms and conditions apply to all (online) communications, notices, offers, quotations, activities, newsletters, orders, agreements and deliveries of services or products by or on behalf of Margin Traders NL.

2. Before the distance contract is concluded, the text of these general conditions will be made available to the customer. If this is not reasonably possible, Margin Traders NL will before the distance contract is concluded, indicate how the general conditions can be viewed and that they will be sent free of charge as soon as possible at the request of the customer.

3. If the distance contract is concluded electronically, in derogation from the previous paragraph and before the distance contract is concluded, the text of these general conditions electronically to the customer be made available in such a way that it can be easily stored by the customer on a durable medium. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general conditions can be viewed electronically and that, at the consumer's request, they will be sent electronically or otherwise free of charge.

4. In case in addition to these general conditions also specific product or service conditions apply, the second and third paragraphs shall apply mutatis mutandis and the consumer in case of conflicting conditions always rely on the applicable provision that is most favorable to him.

**The offer**

1. All offers and quotations of Margin Traders NL are without obligation, unless explicitly stated otherwise.

2. If an offer has a limited duration or is made subject to conditions, this will be explicitly stated in the offer. If the customer does not accept the offer within the applicable period, the offer or quotation will lapse.

3. The offer contains a complete and accurate description of the products, digital content and/or services offered. The description is sufficiently detailed to enable a proper assessment of the offer by the customer. If Margin Traders makes use of images, these will be a true representation of the products, services and/or digital content offered. Obvious mistakes or obvious errors in the offer do not bind Margin Traders.

4. Each offer contains such information that for the customer is clear

what the rights and obligations, which are connected to the acceptance of the offer.

**The agreement**

1. Subject to the provisions of paragraphs 4 and 5, the agreement shall come into effect at the time of acceptance by the customer of the offer and the fulfilment of the conditions thereby stipulated.

2. If the customer has accepted the offer electronically, Margin Traders NL will immediately confirm receipt of acceptance of the offer electronically. If the receipt of this acceptance has not been confirmed by it, the customer may dissolve the contract.

3. If the agreement is created electronically, Margin Traders NL will take appropriate technical and organizational measures to protect the electronic transmission of data and ensure a secure web environment. If the customer can pay electronically, Margin Traders NL will take appropriate security measures.

4. Margin Traders NL may, within the legal framework, inform the customer whether he can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If Margin Traders NL based on this research has good reason not to enter into the agreement, he is entitled to refuse an order or request or to attach special conditions to the implementation.

5. Upon acceptance of a non-binding quotation or offer, Margin Traders NL reserves the right to withdraw the quotation or offer within three (3) days after receipt of the acceptance, without the customer can derive any rights from this.

6. Margin Traders NL will not later than the delivery of the product, service or digital content to the customer the following information, in writing or in such a way that the customer in an accessible manner can be stored on a durable medium, send:
- the contact details where the customer can go with complaints;
  - a clear statement concerning the exclusion of the right of withdrawal;
  - the information on guarantees and existing after-sales service;
  - the price, including all taxes, of the product, service or digital content; where applicable, the costs of delivery; and the method of payment, delivery or performance of the distance contract
  - the requirements for terminating the agreement if the agreement has a duration of more than one year or is indefinite;
7. In the case of an enduring transaction, the provision in the previous paragraph shall apply only to the first delivery.

### **Informed consent**

- Upon entering into the agreement with Margin Traders NL, the customer is assumed to be familiar with the risks associated with trading in cryptocurrency.
- The customer, in accepting the offer, agrees that:
  - all information the customer receives from or on behalf of Margin Traders NL by means of (online) training and master classes, educational e-books, video content, newsletters, e-mail, signal channels, digital text messages, online flyers and/or the website, serve informational and educational purposes only and do not constitute an invitation, advice, suggestion, recommendation or offer to make a particular investment, in

the form of a purchase or sale of cryptocurrency;

- the customer is expressly aware that Margin Traders NL only provides the aforementioned general information for educational purposes and that the customer cannot or may not derive any personal legal, tax or investment advice from this. In any case, a customer cannot derive any rights from this non-binding information;
- the information provided expressly contains no guarantees, advice, promises or forecasts;
- all directors, employees and/or auxiliary persons of Margin Traders NL are not professional financial advisors and do not intend to have such an intention;
- When the customer chooses to invest in cryptocurrency, he is aware that it concerns a volatile market in which information can be quickly overtaken by time. The client may lose his deposit and investments and is responsible for ensuring that he only makes investments to the extent that he is willing to accept the possibility of losing them. This expressly means that the client should preferably not make investments with borrowed funds or pension funds;
- the customer is at all times personally responsible for all investments and trades he makes and follows;
- If and insofar as the customer makes use of so-called trading bots of third parties, some providers offer a technical possibility to automatically follow a trade based on the information of Margin Traders NL. Margin Traders NL does not support this technical tracking option. In all cases the customer remains responsible for the correct use of the information and the trading bots;
- if the customer copies, shares, discusses and/or sells the information obtained from

or on behalf of Margin Traders NL to third parties he runs the risk that he will be removed from the signal channels of Margin Traders NL, without refund of the subscription fees paid.

- When trading in cryptocurrency the customer invests outside the supervision of the AFM.

**Prices**

1. All prices used by Margin Traders NL are inclusive of VAT and exclusive of any other costs such as administration costs, levies and travel, shipping or transport costs, unless explicitly stated otherwise or agreed otherwise.

2. Margin Traders NL may offer products or services whose prices are subject to fluctuations in the financial or cryptocurrency market and over which the company has no control, with variable prices. This link to fluctuations and the fact that any prices mentioned are target prices will be mentioned with the offer.

3. All prices used on the website are subject to change at any time.

4. Increases in the cost price of the products and or services or parts thereof, which Margin Traders NL could not foresee at the time of making the offer and/or the conclusion of the agreement, may lead to an adjustment of the price. If the price increase takes place within three (3) months after the conclusion of the contract, the consumer has the possibility to dissolve the contract, without being able to claim a refund of the services/products already paid and received.

5. If the parties have agreed a total amount for the services of Margin Traders NL, this is always a guide price, unless the parties have agreed explicitly and in writing a fixed price, from which no deviation can be made.

6. Margin Traders NL has the right to change its prices annually.

7. Price changes will always be communicated to the customer prior to coming into effect.

8. The customer is entitled to terminate the agreement with Margin Traders NL within three (3) months after the announcement of the price increase if it does not agree.

**Payment**

1. The customer must have made the payments prior to the delivery of the product or service. Insofar not otherwise specified in the agreement or additional conditions, the amounts due by the consumer should be paid within 14 days after the start of the reflection period, or in the absence of a reflection period within 14 days after the conclusion of the agreement. In case of a contract to provide a service, this period commences on the day after the consumer has received the confirmation of the agreement.

2. When selling products to consumers, the consumer may never be required in general terms and conditions to pay more than 50% in advance. When prepayment is stipulated, the consumer may not assert any rights regarding the execution of the relevant order or service (s) before the stipulated prepayment has taken place.

3. The customer has the duty to inaccuracies in data supplied or specified payment immediately to Margin Traders NL to report.

4. If the customer does not timely comply with its payment obligation (s), Margin Traders NL is entitled to immediately suspend its obligations under the agreement.

5. If the customer is in default of timely payment after a proper notice of default, he owes the statutory interest and extrajudicial collection costs.
6. In the event of liquidation, bankruptcy, seizure or suspension of payment on the part of the customer, the claims of Margin Traders NL on the customer are immediately due and payable.
7. If the customer refuses to cooperate in the execution of the agreement by Margin Traders NL, he remains under the obligation to pay the agreed price to Margin Traders NL.
8. If the customer chooses to pay by direct debit, the customer is always responsible for ensuring that his bank account has sufficient balance.

**Exclusion of right of withdrawal**

1. The customer may not dissolve an agreement relating to the online purchase in derogation of the statutory right of withdrawal for consumers because:
  - the customer has stated at the time of entering into the agreement to waive his right of dissolution once Margin Traders NL has fulfilled the agreement to provide services;
  - it concerns the delivery of goods that have a very limited shelf life in the volatile market;
  - it concerns the delivery of digital content that is immediately available to the customer upon entering into the agreement and the product/service is comparable to the delivery of newspapers, magazines or journals;
  - it concerns the delivery of digital content which is not supplied on a tangible data carrier, to the extent that the performance has begun with the consumer's express prior consent and the consumer has declared that he thereby waives his right to terminate the contract.

**Suspension right**

Unless Customer is a consumer, Customer waives the right to suspend performance of any of its obligations under this Agreement.

**Right of Lien**

1. Margin Traders NL can invoke the right of retention. This means that it will retain products and/or services destined for the customer until the customer has paid all outstanding bills of Margin Traders NL. This right will lapse if the customer has provided sufficient security for payment.
2. The right of retention also applies to previous agreements on the basis of which the customer still owes Margin Traders NL payment.
3. Margin Traders NL is not liable for any (consequential) damage that the customer may suffer as a result of making use of its right of retention.

**Settlement**

1. Only in case the customer is a consumer, he is entitled to set off a debt to Margin Traders NL against a claim against Margin Traders NL. In all other cases the customer waives his right to set-off.

**Retention of title**

1. Margin Traders NL remains the full owner of all products and services provided until the customer has fully met all its payment obligations under the agreement entered into between the parties.
2. As long as the customer has not fulfilled its payment obligations, Margin Traders NL may invoke the retention of title and take back all products delivered.
3. If Margin Traders NL invokes the retention of title, the agreement will also be dissolved and it will be entitled to claim

compensation for damages, lost profits and interest from the customer as a result.

**Delivery and Implementation**

1. Margin Traders NL will take the utmost care in receiving and executing orders for products and in assessing applications for the provision of services.
2. The place of delivery is the address that the customer has made known to Margin Traders NL.
3. If the customer does not timely comply with his payment obligation, there is a creditor default, with the result that the customer can not object to any delayed delivery of Margin Traders NL.

**Delivery time and performance of the agreement**

1. The delivery times of Margin Traders NL are indicative and, if exceeded, do not entitle the customer to dissolution or compensation, unless the parties have expressly agreed in writing.
2. The delivery period commences after the customer has made full payment to Margin Traders NL and this payment has been confirmed by Margin Traders NL.
3. Subject to what is stated above in the offer, Margin Traders NL accepted orders expeditiously, but not later than 30 days, unless a different delivery period has been agreed. If the delivery is delayed, or if an order is not or only partially carried out, the customer will receive a message no later than 30 days after the order was placed. The customer in that case has the right to dissolve the agreement.
4. After dissolution in accordance with the previous paragraph Margin Traders NL will refund the amount paid by the customer without delay.
5. The customer must ensure that the actual delivery of the products and or services ordered by him can take place on

time. If the customer fails to do so, the resulting additional costs and/or hours will be at the expense of the customer.

6. Margin Traders NL is not liable for the loss of cryptocurrency due to any defect in the purchased product or service.
7. Margin Traders NL will perform the agreement to the best of its knowledge and ability.
8. Margin Traders NL has the right to have the agreed upon services performed (partially) by third parties.
9. The execution of the agreement will take place in mutual consultation and after written or digital agreement and after payment of the agreed amount.

**Insurance and risk**

1. The client undertakes to adequately insure and keep insured the following items against, among other things, fire, explosion and water damage, as well as theft;
  - goods belonging to Margin Traders NL that are on the customer's premises.
  - items that are delivered under retention of title.
2. The customer will make the policy of this insurance available for inspection at Margin Traders NL's first request.
3. If the customer takes ordered products and or services later than the agreed delivery date, the risk of a possible loss of quality is entirely for the customer.
4. Any additional costs resulting from the premature or late purchase of products and/or services will be borne entirely by the customer.
5. The risk of loss, damage or theft of products and/or services is transferred to the customer at the moment they are legally and/or actually delivered, or at least come under the control of the customer or a third party who takes

delivery of the product on behalf of the customer.

6. Margin Traders NL is not liable for loss of cryptocurrency due to loss of private keys, pin codes or passwords by the customer. The user is always responsible for his own actions and the execution of a proper backup of his data.

### **Warranty**

1. Insofar as the agreement is of a service nature, due to the nature of the agreement Margin Traders NL only contains an obligation of effort and no obligation to achieve a result.

2. The agreement contains no guarantee regarding the correctness and accuracy of information, communications and/or expectations.

### **Provision of information by the customer**

1. The customer shall make all information and documents relevant to the proper execution of the agreement available to Margin Traders NL in a timely manner and in the desired form and manner.

2. The customer is responsible for the accuracy, completeness and reliability of the information, data and documents provided. Even if this information comes from third parties, unless the nature of the agreement dictates otherwise.

3. If the customer so requests, Margin Traders NL will return the documents.

4. If the customer does not, not timely or not properly provide the information required by Margin Traders NL and the agreement is delayed as a result, the resulting costs will be borne by the customer.

### **Term and termination of the agreement**

1. The consumer may contract for an indefinite period and that extends to the regular delivery of products or services, at any time, denounce the applicable termination rules and a notice not exceeding one month. For the customer, not being a consumer, a notice period of two months applies.

2. The customer may contract for a definite period and that extends to the regular delivery of products or services, at any time at the end of the fixed term denounce the applicable termination rules and a notice not exceeding one month.

3. The consumer can in the previous paragraphs agreements:

- terminate at all times and not be limited to termination at a specific time or in a specific period;

- at least cancel in the same way as they were entered into by him;

- always terminate them with the same notice as Margin Traders NL has stipulated for itself.

4. A contract for a definite period, which extends to the regular delivery of products or services, may only be extended tacitly for an indefinite period if the consumer may cancel at any time with a notice of up to one month. For the customer, not being a consumer, a notice period of two months applies.

5. If a contract lasts more than one year, after one year the consumer may at any time terminate with a notice of up to one month, unless reasonableness and fairness resisting the termination before the end of the agreed term. For the customer, not being a consumer, a notice period of two months applies.

### **Intellectual Property Rights**

1. For the purpose of providing services and products to the customer, Margin Traders NL retains all intellectual property rights (copyright, patent rights,

trademark rights, drawings and models rights, etc.) on all designs, writings, carriers with data or other information, quotations, images, sketches, models, scale models, etc., unless the parties agree otherwise in writing.

2. The customer may not copy, show and/or make available to third parties or otherwise use the intellectual property rights without the prior written consent of Margin Traders NL.

**Secrecy**

1. The customer shall keep all information and messages received from or on behalf of Margin Traders NL confidential. This obligation applies regardless of the form in which he receives this information.

2. The same applies to all other information of which he knows or can reasonably be expected to know that it is secret or confidential, or of which he can expect that its dissemination may cause damage to Margin Traders NL.

3. The client will take all necessary measures to guarantee the obligations as referred to in paragraphs 1 and 2.

4. The confidentiality obligation does not apply to information that:

- was already in the public domain before the customer learned the information or has subsequently become public without this being the result of a breach of confidentiality by the customer;
- which is made public by the customer pursuant to a legal obligation.

5. The confidentiality obligation shall apply as long as the agreement between the parties is in force and shall only end upon the expiration of three (3) years after the termination of that agreement.

**Indemnification**

1. The customer indemnifies Margin Traders NL against all claims from third parties related to the products and/or services provided by Margin Traders NL under the agreement between the parties.

**Complaints Procedure**

1. Margin Traders NL has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.

2. Complaints about the execution of the agreement must be fully and clearly described and submitted to Margin Traders NL within a reasonable time, but in any case within one (1) month after the customer has found the defects. For consumers, a period of two (2) months.

3. Complaints submitted to Margin Traders NL will be answered within a period of one (1) month from the date of receipt. If a complaint requires a foreseeable longer processing time, Margin Traders NL will respond within the aforementioned period with a notice of receipt and an indication when the customer can expect a more detailed answer.

4. The customer must in any case give Margin Traders NL four (4) weeks to resolve the complaint in mutual consultation. After this period the customer is free to submit his dispute to a judge.

5. The customer must demonstrate that the complaint relates to an agreement between the parties.

6. If a complaint relates to work in progress, this cannot result in Margin Traders NL being obliged to perform work other than that agreed between the parties.

7. If a complaint is found to be justified by Margin Traders NL, it will, at its

discretion, replace, repair or perform the delivered products and/or services free of charge.

**Notice of default**

1. The customer must give notice of default in writing to Margin Traders NL.
2. The customer is responsible for the correct and timely dispatch of the notice of default.

**Joint and several liability**

1. If Margin Traders NL enters into an agreement on behalf of multiple clients and/or legal person(s), all those clients individually as well as the directors of the legal person are jointly and severally liable for the payment obligation due to Margin Traders NL under the agreement.

**Liability of Margin Traders NL**

1. Margin Traders NL is liable for any damage suffered by the customer under the agreement only if and to the extent that such damage is the result of intent or deliberate recklessness on the part of Margin Traders NL.
2. Margin Traders NL is never liable for indirect damages suffered by the customer, including but not limited to consequential damages, lost profits, lost savings, lost opportunities and/or damage to third parties.
3. If Margin Traders NL is liable, then this liability is limited to the amount paid by a liability insurance.
4. All comments, notices, illustrations, photographs, drawings, diagrams and descriptions are only indicative and only apply approximately and cannot be a reason for compensation and/or partial dissolution of the agreement and/or suspension of any obligation.

**Expiration**

1. If the customer has not protested to Margin Traders NL within a reasonable time after the discovery of a defect in accordance with the complaints procedure, the customer can no longer invoke a defect in the performance.
2. Any right to compensation for damages will in any case expire twelve (12) months after the event from which the liability directly or indirectly arose.

**Right of rescission**

1. The customer is entitled to dissolve the agreement if Margin Traders NL imputably fails to perform its obligations, unless such failure does not justify dissolution in view of its nature or minor importance.
2. If the fulfillment of the obligation is not permanently impossible then the dissolution can only take place after a proper notice of default and after Margin Traders NL is in default.
3. Margin Traders NL can dissolve the agreement with the customer if the customer does not fulfill his obligations or does not fulfill them on time.

**Force Majeure**

1. In addition to the provisions of Article 6:75 of the Dutch Civil Code, a failure of Margin Traders NL in the fulfillment of any obligation towards the customer cannot be attributed to it in a situation independent of the will of Margin Traders NL, as a result of which the fulfillment of its obligations towards the customer is fully or partially prevented or as a result of which the fulfillment of its obligations cannot reasonably be required from Margin Traders NL.
2. The force majeure situation referred to in paragraph 1 also includes - but is not limited to -: state of emergency (such as civil war, insurrection, riots,

natural disasters, etc.), non-performance and force majeure of suppliers, deliverers or other third parties; unexpected power, electricity, internet, computer and telecom failures; computer viruses, cyber-attacks, pandemic, strikes, government measures, unforeseen transport problems, adverse weather conditions and work stoppages.

3. If a force majeure situation arises that prevents Margin Traders NL from fulfilling one or more obligations to the customer, then those obligations will be suspended until it can fulfil them again.

4. From the moment that a force majeure situation has lasted for at least 30 calendar days, both parties may dissolve the agreement in writing in whole or in part.

5. Margin Traders NL does not owe the customer any compensation, damages or restitution in a force majeure situation.

#### **Modification of the Agreement**

1. If, after the conclusion of the agreement, it appears that for the execution thereof, it is necessary to amend or supplement the contents of the agreement, the parties shall, in a timely manner and in mutual consultation, adapt the agreement accordingly. An adjustment is only valid if both parties have agreed to the change in writing.

Amendment of general terms and conditions

1. Margin Traders NL is entitled to amend or supplement its applicable general terms and conditions.

2. Changes of minor importance may be made at any time.

3. Additional provisions or provisions that deviate from these general conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that the consumer can be

stored in an accessible manner on a durable data carrier.

4. In case of a substantial change in the general conditions, the customer is entitled to terminate the agreement.

#### **No transfer of rights**

1. The customer is not permitted to transfer its rights under the agreement to one or more third parties, without the prior written consent of Margin Traders NL.

2. This provision from paragraph 1 is deemed to have property law effect, in accordance with Article 3:83 paragraph 2 of the Dutch Civil Code.

3. The customer expressly agrees in advance that Margin Traders NL may transfer its business to a private company with limited liability. The transfer to a private company does not affect the applicable conditions. If this situation arises, the customer will be informed by Margin Traders NL.

#### **Consequences of nullity or voidability**

1. Should one or more of these general terms and conditions prove to be void or voidable, this shall not affect the other provisions of these general terms and conditions, and they shall apply to the agreement without prejudice.

2. A provision that is void or voidable will in that case be replaced by a provision that most closely matches the intention Margin Traders NL had in mind when drawing up the conditions on that point.

#### **Applicable law and competent court**

1. Agreements between Margin Traders NL and the customer to which these general terms and conditions relate are governed exclusively by Dutch law.

2. The Vienna Sales Convention is not applicable.

3. The Dutch court in the district of Rotterdam is exclusively competent to take cognizance of any disputes between the parties arising from or related to the agreement, unless the law imperatively dictates otherwise.