

# GENERAL TERMS AND CONDITIONS OF MN TRADING CONSULTANCY B.V.

## Who are we?

We are MN Trading Consultancy B.V. and we operate under the name MN Trading (**MN Trading**). Our address is Gustav Mahlerplein 45 1082 MS Amsterdam, the Netherlands. We are registered with the Chamber of Commerce (*Kamer van Koophandel*) under number 91653886.

## What do we do?

We provide educational advice and assistance so you can educate yourself about trading and investing in cryptocurrency and other assets (the **Consultancy**). We also provide trading courses for educational training about trading and investing (**Courses**).

## What are you reading here?

These are our general terms and conditions (in short, the **Terms**). We will send you these Terms at your request, free of charge. You can also find them on <https://www.mntrading.com>.

When we refer to **the Client** in these Terms, we mean you as a user of our Consultancy or (one of) the Course.

In the **Privacy Policy** on our website, we explain how we protect your personal data. Please take the time to read this carefully, as it includes important information about how we collect and use your data and why we do so.

## Questions?

If you have any questions regarding these Terms, the Privacy Policy, the Consultancy or our Courses you can contact us by sending an email to [info@mntrading.com](mailto:info@mntrading.com).

## Article 1 - Applicability of these General Terms and Conditions

1. These Terms are always applicable to every offer, proposal and assignment between MN Trading and the Client or to the Courses. Any other terms and conditions are not applicable and hereby expressly rejected.
2. We will make these Terms available to you electronically prior to participating in our Consultancy or Courses.

3. We reserve the right to change the Terms at all times. The latest version of the Terms will always apply. Arrangements that deviate from these Terms will only be applicable if they have been agreed on by us **in writing**.

## Article 2 - No advice, only information

1. In our Consultancy and with our Courses you can educate yourself about trading and investing in cryptocurrency and other assets. We provide our strategy, trading portfolio and materials. We do this solely for **educational purposes**.

2. If an investment is good or sound, is highly contextual and depends on many different factors. The strategy and materials we provide is for **educational purposes** only. We are not a financial advisor and we do not provide investment advice, financial advice or any other form of advice on buying or selling cryptocurrency or other financial products. This information (especially in our Courses) does not constitute a recommendation as to the suitability of an investment or strategy for you as an individual investor. It is up to you what you do with the information we provide.

3. In our Consultancy or with our Courses we can direct you to third-party websites or provide you access to tools of third parties. We are not responsible for the information on third-party websites. The use of any information from third parties is at your own risk.

## Article 3 - Courses

1. We offer Courses to get you started on your crypto journey.

2. If you buy a Course, we execute the agreement immediately and give you direct access to all educational material. You could complete the Courses within 14 days. Therefore, you are not entitled to withdraw from the purchase of the Courses. If you buy a Course, you agree to this and expressly waive your right of withdrawal.

## Article 4 - Establishment of the Consultancy Assignment

The assignment shall be deemed established when the Client signs the Confirmation Letter sent by MN Trading Consultancy.

## Article 5 - Proposals and Offers

1. All offers and proposals regarding the Consultancy are non-binding, unless agreed otherwise in writing. An offer or proposal only applies to the assignment specified therein (and not to possible future assignments).

2. If the Client provides MN Trading with certain information, MN Trading may assume that the provided information is correct and will base the proposal on that information.

## Article 6 - Pricing

1. All communicated prices by MN Trading are in EUR and are including applicable VAT, possible expenses or any taxes or levies imposed by relevant authorities. Unless otherwise mentioned.
2. Listed prices and rates of our services may change from time to time. No rights can be derived from historic prices.
3. MN Trading may raise the price in the interim in the case of unforeseen and cost price increasing circumstances, if these circumstances occur after the establishment of the assignment.
4. In case MN Trading has raised prices due to the circumstances referred to in the previous section, the Client has the right to annul the assignment. The Client will be charged for costs incurred for working hours or the execution of parts of the assignment. The Client in such case has no right to compensation or damages.
5. An offered price does not include expenses for MN Trading.

## Article 7 - Payment and Collection Charges

1. The Client must pay upfront for our Courses via MN Trading's online payment service.
2. The Client must pay within fourteen days after the invoice date for the Consultancy or other services provided by MN Trading.
3. If the payment by Client is due, he will automatically be in default (verzuim), without a notice of default (ingebrekestelling) being required. In case of default, the Client owes MN Trading i) if the Client is a consumer: the statutory interest; or ii) if the Client is acting commercially or professionally, the statutory commercial interest. The interest on the payable amount is calculated from the moment that the payment is due, until the moment that the payable amount has been paid by the Client in full.
4. If the Client does not pay in time, he shall immediately be in default. He will then be due to MN Trading all extrajudicial costs. In case of an invoice amount to € 267, these costs will be € 40. In case of a higher invoice amount, the maximum collection fees are as follows:
  - a. 15% on the first € 2,500;
  - b. 10% on the part that remains thereafter, up to € 5,000;
  - c. 5% on the part that remains thereafter, up to € 10,000;
  - d. 1% on the part that remains thereafter, to € 200,000;
  - e. 0.5% on the remaining part, whereby the total collection fees are maximised to € 6,775.
5. Any outstanding amounts by the Client are immediately payable in the following cases:
  - a. the Client fails to pay within the payment term;
  - b. the Client is bankrupt or applied for a suspension of payment or any other insolvency procedure;
  - c. the Client (company) is dissolved or liquidated;
  - d. the Client (private individual) is placed under guardianship or deceased.

## Article 8 - Duration

1. Agreements between the Client and MN Trading are entered into for an indefinite period of time, unless the Client and MN Trading agree otherwise.
2. If the agreement is entered into for a definite period of time, parties are prohibited from terminating the agreement prior to the specified end date.

## Article 9 - Execution Time

1. If Client owes MN Trading a prepayment or if MN Trading needs Client to provide certain information or materials, the term within which MN Trading shall execute the activities (the execution time), shall not begin to run until the prepayment, information or material is received by MN Trading.
2. If parties, before execution, have agreed on a term for the fulfillment of the services, the final date shall never be regarded as a deadline. When the term is due and MN Trading did not fulfill the agreed services yet, Client shall send a notice of default to MN Trading.
3. Client cannot terminate the agreement if MN Trading exceeds a term. This does not apply when execution of the activities is permanently impossible or if MN Trading does not execute the activities within a new term for execution. Such new term should be given in writing.

## Article 10 - Third Parties

MN Trading may employ third parties to partially perform its duties, if MN Trading is of the opinion that this is necessary for the due exercise of the Consultancy or Courses. Sections 7:404 of the Dutch Civil Code (DCC) (performance of service by a specific person), 7:407 paragraph 2 DCC (joint liability) and 7:409 DCC (death of a particularly assigned service provider) are not applicable.

## Article 11 - Execution of the Assignment

1. MN Trading shall execute the assignment at the best of its knowledge and abilities and according to the requirements of professional practice.
2. MN Trading may execute the assignments in different phases and send separate invoices on the different phases.
3. If MN Trading performs the assignment in different phases, MN Trading may suspend any activities on the next phase until Client approved the execution of the last phase in writing.
4. Client shall timely provide MN Trading with all information or material, required for the execution of the assignment.
5. If Client does not provide the material or information in time, MN Trading may suspend the execution of the assignment and charge the additional costs, resulting from the delay. MN Trading is not liable for any damages, resulting from incorrect or incomplete information, provided by Client.

## Article 12 - Changes of the Assignment

1. If it proves to be necessary to change the assignment during the activities in order to guarantee a decent execution of the assignment, parties shall negotiate the required changes and agree on them in writing.
2. If parties agree on altering the assignment, MN Trading may raise or lower the price. If possible, MN Trading shall provide a quotation to Client in advance. The execution time may change with a change of the assignment. Client agrees on the possibility to change the assignment, the pricing and the execution time.
3. MN Trading may refuse a request, made by Client, to change the assignment if such changes could affect the quality or quantity of the activities.

## Article 13 - Suspension, Dissolution

1. MN Trading may temporarily suspend the execution of the activities if he cannot comply because of force majeure .
2. If the execution of the assignment is permanently impossible parties may cancel the assignment for the part that has not been fulfilled.
3. MN Trading may suspend or cancel the assignment if Client fails to meet its obligations, partially, completely or in time. In such cases, Client shall compensate MN Trading for damages.

## Article 14 - Termination in the Interim

1. If MN Trading cancels the assignment in the interim, MN Trading shall ensure a handover of the work yet to be performed to a third party, unless the termination is imputable to Client. If the handover of the activities leads to additional costs for MN Trading, these costs shall be borne by Client.
2. MN Trading may immediately cancel the assignment (and is not liable for any damages doing so) in one of the following events:
  - a. Client fails to pay within the payment term;
  - b. Client is declared bankrupt or applied for suspension of payments, or applied or becomes subject to any other insolvency procedure;
  - c. Client (the company) is dissolved or liquidated;
  - d. The occurrence of circumstances in which Client can no longer freely dispose of his capital.

## Article 15 - Force Majeure

1. MN Trading is not obliged to comply in the event of force majeure.
2. MN Trading may suspend the obligations, coming from the assignment, for as long as the force majeure continues.
3. If MN Trading complied with a part of its obligations, and that part has an independent value, MN Trading may charge that part to Client.

## Article 16 - Retention of title

1. Everything supplied by MN Trading shall remain the property of MN Trading until Client has fully fulfilled all its obligations.
2. Client must do everything he can reasonably do to secure the properties of MN Trading.
3. If MN Trading wishes to exercise its property rights, Client gives unconditional and irrevocable consent to MN Trading to enter all places where the properties are located, so that MN Trading can take them back.

## Article 17 - Complaints

1. Client shall notify MN Trading in writing of any complaints within one month days after detection (or –on invisible shortcomings– after he could have detected it).
2. A timely notified complaint does not suspend or cancel any payment obligation resting on Client.
3. If Client does not notify MN Trading timely, Client is not entitled to any recovery, replacement or compensation.
4. If it is established that the complaint is justified and the notification by Client thereof was timely delivered, MN Trading shall recover, replace or compensate it's work within a reasonable term after notification of the shortcoming, in writing from the Client.
5. If it is established that a complaint is not justified, Client shall compensate MN Trading for made expenses (like research costs).

## Article 18 - Liability

1. With investing, both a positive and a negative result is possible. MN Trading does not guarantee that the Client will achieve certain results. MN Trading only provides general information for educational purposes. MN Trading will in no way be responsible for the Clients' investments results. The Client is fully responsible for their own actions, and can never hold MN Trading liable for any damages arising from investment loss.
2. MN Trading is not liable for any damage or other adverse consequences resulting from the use or inaccessibility of (information on) our website, our Courses or third parties' websites. All actions you take on the basis of our website, our Courses or third parties' websites are for your own account and risk.
3. We are not liable for any damages in case of force majeure as set out in Article 15.
4. We are only liable for direct damages that are unequivocally caused by an attributable shortcoming from our side. We are not liable for indirect damages or missed income.
5. The liability of MN Trading shall never exceed the amount paid by its insurer.
6. If MN Trading's professional liability insurer does not cover the damages, MN Trading's liability is limited to the amount paid by Client. Under no circumstances can this liability exceed the amount of €3,000.

7. The limitations set out in this Article do not apply if damage is the result of an intentional act or gross negligence from MN Trading's side.
8. The limitation period on all claims and defences against MN Trading is one year.

## **Article 19 - Indemnification**

1. Client indemnifies MN Trading from any claims by third parties, who suffer damages, resulting from the execution of the assignment but cannot be attributed to MN Trading.
2. If third parties address MN Trading to be liable for damages resulting from the execution of the assignment, Client shall support MN Trading both judicial and extrajudicial and Client shall do what may be expected from him.
3. If Client does not provide the support described in paragraph 2, MN Trading may take the actions it deems required. All expenses and damages made by MN Trading in this respect shall be borne by Client.

## **Article 20 - Intellectual Property**

1. All the plans, documents, reports, pictures, drawings, programming, creations copyrights, trademarks, design rights, patents, source codes, know-how and related information, made by MN Trading or resting on the Course, remain property of MN Trading. This also applies if related expenses are charged or when these are improved, later on.
2. Client can only copy the aforementioned properties if it is for internal use within Client's company and cannot show the properties to third parties or put the properties at disposal in a different manner than originally intended by MN Trading.

## **Article 21 - Non-Disclosure**

1. MN Trading shall not disclose any of Client's information to third parties, unless MN Trading is required by a statutory or professional obligation to disclose the information.
2. MN Trading shall not use any information, obtained from Client, in a different manner than originally intended, except that the information may be used in a legal procedure that involves MN Trading and the information can be of importance.
3. Client shall not disclose the contents of agreements, confirmations, offers, reports, advices or other expressions from MN Trading, whether they are in writing or not.

## **Article 22 - Nullity**

If any part of these conditions is void or voidable, this does not alter the validity of the remainder of these conditions. The invalid or unenforceable part shall be replaced by a provision that most closely follows the content of the invalid provision.

## Article 23 - Conflicting Provisions

If any of the provisions from these terms and conditions are in conflict with a provision from an agreement, the provisions of the agreement shall prevail.

## Article 24 - Applicable Law

1. Dutch law exclusively applies to these Terms.
2. The Court of Amsterdam, the Netherlands has jurisdiction to hear all disputes or claims ensuing from these Terms. You may, within one month after MN Trading has invoked the jurisdiction of this court, choose the court that is competent by law.
3. You can also use the ODR (Online Dispute Resolution) platform. This platform offers a simple, effective, quick and inexpensive out-of-court solution to disputes arising from online transactions. For more information see: <http://ec.europa.eu/odr>.