

JOINT GENERAL TERMS AND CONDITIONS (JGTC)

KOM Group B.V. and Stichting Security Trustee KOM Group

Version: 2025

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Chapter 1: General Provisions

1.1 In these Joint General Terms and Conditions (JGTC), the following terms have the meanings given below. The singular also includes the plural, the masculine also includes the feminine. This also applies vice versa.

1.1.1 Effective date

The date on which the amount of a Loan is transferred from a Payment service provider to a Project Owner.

1.1.2 Account

The private area of a Crowdfunding platform to which Investors and Project Owners have access after registering on the Crowdfunding platform by means of a valid e-mail address and a personal password and to which Investors can subscribe to a Crowdfunding offer.

1.1.3 Account number

The personal number registered with KOM Group B.V., which is linked to the personal data of each Investor and Project Owner and is issued upon Registration on a Crowdfunding platform.

1.1.4 Repayment amount

The total monthly payment obligation of the Project Owner under a Loan, which is determined in the respective Loan agreement.

1.1.5 Repayment declaration

The declaration attached to a Loan agreement in Annex 2, which specifies the Loan, the term for repayments and interest payments and the interest rate applicable to the Loan agreement.

1.1.6 AFM

Dutch Authority for the Financial Markets (Autoriteit Financiële Markten - <https://www.afm.nl/en>).

1.1.7 Investor

An Investor is any natural or legal person who;

- i. is registered on a Crowdfunding platform or at least intends to do so,
- ii. has already made a Subscription for a Crowdfunding offer, or
- iii. has provided a Loan to a Project Owner represented by the Security Trustee Foundation,

A legal entity must be domiciled in Europe, a natural person must be domiciled in Europe.

The term 'legal entity' also includes partnerships with legal capacity.

1.1.8 Investment

Any financial investment that an Investor can make via the Account in connection with a Crowdfunding offer.

1.1.9 Investment amount

The amount made or to be made available to a Project Owner by an Investor in the form of a Loan to finance a specific Crowdfunding offer.

1.1.10 Investment period

The period during which the Account is opened for Investors to make a Subscription for a Crowdfunding offer.

1.1.11 Payment service provider

The external service provider engaged by KOM Group B.V. to provide payment services in accordance with an authorization granted by De Nederlandsche Bank in relation to, among other things, Loans concluded via a Crowdfunding platform.

1.1.12 Attachments

The annexes that form part of and are attached to a Loan agreement and/or a Framework agreement.

Content is the textual, visual and/or audio material, including photos and videos with or without sound, as well as musical works and other information, as well as information from Project Owners or communications addressed to Project Owners (such as questions and comments from Investors) or other information relating to a Project Owner or Crowdfunding offer and published on a Crowdfunding platform.

1.1.14 Corresponding claim

The entirety of the claims that the joint Investors have against a Project Owner on the basis of a Loan agreement.

1.1.15 Crowdfunding offer

The offer made by a Project Owner to Investors in the form of an investment key information document prepared by a Project Owner in accordance with Annex I of the ECSP Regulation in relation to a Crowdfunding project on a Crowdfunding platform, whereby this offer can be accepted by Investors through a Subscription via the Account.

1.1.16 Crowdfunding amount

The total amount that a Project Owner wishes to fund.

1.1.17 Crowdfunding platform

One of the online Crowdfunding platforms operated by KOM Group B.V.:

- Kapitaal Op Maat (accessible at www.kapitaalopmaat.nl) or
- Capital Circle (accessible at www.capitalcircle.eu).

A Crowdfunding platform consists of both a public and a private area ('the Account').

1.1.18 Crowdfunding project

The specific project for which a Project Owner requires financing and has submitted a Crowdfunding offer on a Crowdfunding platform.

1.1.19 Experienced Investor and Non-experienced Investor

An Investor is considered an experienced Investor if it

- i. is a natural or legal person.
- ii. is a professional client within the meaning of Annex II Part I - Categories of clients considered to be professional clients - of Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directives 2002/92/EC and 2011/61/EU, OJ 2014 L 173 p. 349, as amended. 2015 L 74 p. 38, OJ 2016 L 188 p. 28, OJ L 273 p. 35, OJ 2017 L 64 p. 116, OJ L 278 p. 56, Celex No. 3 2014 L 0065, or
- iii. is a natural or legal person who has the consent of KOM Group B.V. to be treated as a sophisticated Investor in accordance with the criteria and procedure set out in Annex II of the ECSP Regulation.

Any Investor who does not qualify as an Experienced Investor is a Non-experienced Investor.

1.1.20 ECSP REGULATION

Regulation (EU) 2020/1503 of the European Parliament and of the Council of 7 October 2020 on European crowdfunding service providers for companies and amending Regulation (EU) 2017/1129 and Directive (EU) 2019/1937, OJ L 347 p. 1, Celex No. 3 2020 R 1503.

1.1.21 User

A user under these Joint General Terms and Conditions (JGTC) who is an Investor and/or a Project Owner.

1.1.22 Loan

The amount jointly provided by the Investors to a Project Owner as a loan to finance a Crowdfunding project.

1.1.21 Loan agreement

The loan agreement concluded or to be concluded between a Project Owner and the Investors, including its annexes.

1.1.22 Successful crowdfunding

As soon as a Crowdfunding offer has been fully subscribed and all Investor amounts have been received by the Payment service provider, it is considered a Successful crowdfunding and is reported by KOM Group B.V. to the Security Trustee Foundation and the Payment service provider. If a Crowdfunding offer is not fully subscribed/financed or if not all Investment amounts have been received by the Payment service provider, the Security Trustee Foundation can decide - if necessary, after extending the Investment period - to offer the project sponsor the lower amount. If the project sponsor agrees to the lower amount, the Crowdfunding project is also considered a Successful crowdfunding. If a Crowdfunding offer is fully subscribed and more Subscriptions than the Crowdfunding amount have been made, the Security Trustee Foundation may decide to offer the Project Owner the higher amount. If the Project Owner agrees, the Crowdfunding project will also be considered a Successful crowdfunding.

1.1.23 Joint General Terms and Conditions (JGTC)

These Joint General Terms and Conditions (JGTC).

1.1.24 Joint and several debtors

A natural or legal person who, in addition to the Project Owner concluding the Loan agreement, has undertaken as joint and several debtors towards the Investors and the Security Trustee Foundation in respect of all claims which the Investors and the Security Trustee Foundation hold against the Project Owner as a Corresponding claim.

The term 'legal entity' also includes partnerships with legal capacity.

1.1.25 Subscription

The subscription of an Investor for a Crowdfunding offer, with which the Investor assumes in particular the obligation to provide the Investment amount. Subscription is the acceptance of the Crowdfunding offer of a Project Owner by the Investor.

1.1.26 KOM Group B.V.

The limited liability company KOM Group B.V., with its registered office in Pijnacker, municipality of Pijnacker-Nootdorp, and its principal place of business at (3065 WC) Rotterdam, Bahialaan 100, unit 4.13, is registered in the Dutch Trade Register under number 58526382. KOM Group B.V. operates two Crowdfunding platforms: Kapitaal Op Maat and Capital Circle. Where applicable, KOM Group B.V. also operates under the names 'Kapitaal Op Maat' and 'Capital Circle'. It is a crowdfunding service provider.

1.1.28 Further analysis

The further analysis of the Crowdfunding offer) is started by KOM Group B.V. after the Screening process based on the information and documents provided by the Project Owner and the information and static data obtained from third parties. As part of the further analysis, KOM Group B.V. also obtains evidence that the Project Owner is not located in a non-cooperative jurisdiction or in a high-risk third country and that the Project Owner does not have a criminal record for several specific violations of national regulations. Further analysis is completed by formal identity verification via the Account using software provided by the Payment service provider.

1.1.29 Net collection result

The Total proceeds less the costs incurred by the Security Trustee Foundation directly and indirectly in connection with the collection and enforcement of the claim under a Loan agreement against a Project Owner as well as against a jointly and severally liable co-debtor pursuant to or in connection with the collection and enforcement of the Parallel claim.

1.1.30 Parallel claim

The own, individual, and independent (parallel) claim of the Security Trustee Foundation, against the Project Owner as well as against a jointly and severally liable co-debtor, which corresponds to the sum of the claims that the Investors jointly hold against the Project Owner in accordance with the Loan agreement.

1.1.31 Notice board

The 'notice board' provided digitally by KOM Group B.V. to be managed via the Account of the Investors, which is made available to the Investors to inform about and promote their buying and selling interests in relation to the amounts originally invested via one of the two Crowdfunding platforms of KOM Group B.V.

1.1.32 Project Owner

A Project Owner is any natural or legal person who is seeking financing via a Crowdfunding platform and is acting as an entrepreneur. A consumer cannot be a Project Owner.

A Project Owner therefore wants to:

- i. obtain a Loan by placing a Crowdfunding offer; and

- ii. conclude a corresponding Loan agreement with Investors.

The term 'legal entity' also includes partnerships with legal capacity.

1.1.33 Framework agreement

The contract that the Investor concludes with KOM Group B.V. and the Security Trustee Foundation when registering on a Crowdfunding platform. This agreement is concluded electronically.

1.1.34 Registration

The registration of an Investor or Project Owner via a Crowdfunding platform of KOM Group B.V., whereby a personal profile is created by means of a username and password and an Account number is assigned to the Investor or Project Owner. Registration is completed for Investors by means of a formal identity check via the Account using software provided by the Payment service provider, as well as by concluding the Framework agreement and taking part in a Knowledge test for admission.

1.1.35 Risk classification

KOM Group B.V. assigns a risk classification to a Crowdfunding offer, whereby the repayment capacity of the Project Owner and the other characteristics of the Loan applied for must be taken into account by a Crowdfunding platform. KOM Group B.V. applies bandwidths with interest rates that correspond to the risk classification of certain Loans.

1.1.36 Status updates

A specific function within a Crowdfunding platform through which the Project Owner, KOM Group B.V. and the Security Trustee Foundation can share information with Investors in relation to a specific Crowdfunding offer and/or Crowdfunding project.

1.1.37 The Security Trustee Foundation

The legal entity 'Stichting Security Trustee KOM Group', with registered office in Delft and principal place of business at (3065 WC) Rotterdam, Bahialaan 100, unit 4.13, registered in the Dutch Trade Register under number 65696190. The Security Trustee Foundation has been appointed by the Investors in particular to exercise and safeguard all rights and interests of the Investors in the interests of and on behalf of the Investors, as well as in its own name and to the exclusion of the Investors, both vis-à-vis a Project Owner and vis-à-vis a jointly and severally liable co-debtor in accordance with the Loan agreements.

1.1.38 Investor tariff sheet

The Investor tariff sheet as filed on one of the Crowdfunding platforms, downloadable from there and attached to the Loan agreement.

1.1.39 Project Owner tariff sheet

The tariff sheet of the Project Owner as it is deposited on one of the Crowdfunding platforms, can be downloaded from there and is attached to a Loan agreement as Annex 2.

1.1.40 Knowledge test for admission

A mandatory short test to be completed by Investors when registering on one of the Crowdfunding platforms, whereby

- i. Questions are asked about their experience, investment objectives and financial situation, their basic understanding of the risks of investing in general and crowdfunding in particular, and
- ii. the Investors are asked to simulate their ability to bear losses.

Based on the information provided, the crowdfunding service provider assesses whether crowdfunding is suitable for the Investor.

1.1.41 Screening process

As a crowdfunding service provider, KOM Group B.V. carries out an initial review/screening of each Crowdfunding offer, on the basis of which KOM Group B.V., as a crowdfunding service provider, decides whether the Crowdfunding offer is suitable for Further analysis.

As part of the Screening process, KOM Group B.V. will verify the identity of the Project Owner and, if applicable, its owners, bodies, and representatives, carry out or arrange for a query in general and public registers regarding the previous payment behavior of the Project Owner and also check whether the Crowdfunding offer fulfils the (formal and substantive) requirements of the ECSP Regulation.

1.1.42 Total proceeds

Everything that the Security Trustee Foundation receives from a Project Owner or a jointly and severally liable co-debtor as a result of the fulfilment of the claims, receivables and/or rights arising from the Loan agreement and/or the collection of the Parallel claim.

1.1.43 Powers of attorney

The power of attorney granted by the Investors in the Framework agreement to the Security Trustee Foundation to, among other things, conclude and manage Loan agreements on their behalf; the power of attorney granted by the Investors and the Project Owner to the Payment service provider to process payment transactions in connection with a Loan agreement on their behalf.

1.2 These Joint General Terms and Conditions (JGTC) apply to the use of each of the Crowdfunding platforms of KOM Group B.V. and to all existing and future legal relationships between the Investors and KOM Group B.V. and the Security Trustee Foundation, as well as to all legal relationships to which the Joint General Terms and Conditions (JGTC) have been declared applicable.

In any case, the mediated legal relationships are solely subject to the mediation activities of KOM Group B.V., so that the associated rights of use as well as any (other) use of a Crowdfunding platform by a Project Owner and/or Investor, as well as the associated rights of use of software and/or services for a Project Owner and/or Investor, belong to KOM Group B.V.

Chapter 2: Roles & Functions

2.1

KOM Group B.V. operates two Crowdfunding platforms for the mediation of financing through crowdfunding. KOM Group B.V. operates under the AFM license for the provision of crowdfunding services in accordance with the ECSP Regulation with the number 32000003.

2.1.1

KOM Group B.V. acts solely as an intermediary between Project Owners who wish to obtain financing on the one hand and Investors on the other hand who wish to provide funds in the form of a Loan - also known as crowdfunding - in order to use the funds provided for a Crowdfunding project. KOM Group B.V. makes its Crowdfunding platforms available for this purpose.

2.1.2

KOM Group B.V. does not act in an advisory capacity, but merely as an intermediary. KOM Group B.V. is expressly not a bank, an investment company or an asset manager.

2.2

The Payment service provider is commissioned by KOM Group B.V. to handle the payment transactions relating to a Loan and, in this context, to collect, secure and forward funds from Investors and Project Owners. The Payment service provider receives and transmits funds and forwards funds on behalf of all parties involved and executes payment orders in this context.

The Payment service provider shall act on the basis of authorizations granted to it by the Investors and Project Owners.

2.3

The Security Trustee Foundation was established for the purpose of representing the interests of the Investors, pursuant to a mandate and authorization granted by the Investors to serve and represent them, and to obtain security interests from a Project Owner on the basis of a Parallel claim corresponding to the sum of the claims that the Investors hold against the Project Owner on the basis of a Loan agreement ('Corresponding claim').

Chapter 3: Crowdfunding platforms, Registration, and obligations

3.1

A Crowdfunding platform brings together Project Owners who wish to take out a Loan and have made a Crowdfunding offer in this context with Investors who are prepared to finance a Crowdfunding project, at least in part, by providing sums of money.

3.2

Access to a Crowdfunding platform is free of charge. As a prerequisite for using a Crowdfunding platform, the actors must first register as Investors or Project Owners via a Crowdfunding platform ('Registration'). Registration on one of the Crowdfunding platforms requires the completion of the required information in the corresponding Registration form on the website. A personal profile with an Account number is then created, and a username and password must be selected. In addition, consent to these Joint General Terms and Conditions (JGTC) is required. To finalize the Registration, an Investor must also successfully complete an identity check by the Payment service provider, for which the Payment service provider's General Terms and Conditions must also be accepted. Furthermore, the Framework agreement with KOM Group B.V. and the Security Trustee Foundation must be concluded and the Knowledge test for admission must be passed.

Registration on one of the two Crowdfunding platforms does not automatically lead to Registration on the other Crowdfunding platform.

3.3

Only entrepreneurs can register as Project Owners.. An entrepreneur is a natural or legal person who, when concluding a legal transaction, is acting in the exercise of their commercial or independent professional activity. Natural persons must be at least 18 years old, have their place of residence in Europe and be acting in the exercise of their commercial or independent professional activity.

Natural persons and legal entities that do not fulfil the aforementioned requirements may only register as Project Owners on a Crowdfunding platform with the express written consent of KOM Group B.V.

The term 'legal entity' also includes partnerships with legal capacity.

3.4

Natural persons who register as Investors on a Crowdfunding platform must be at least 18 years old and have a bank account in their own name. Legal entities that register as Investors on a Crowdfunding platform must also have a bank account in their own name.

KOM Group B.V. reserves the right to reject Investors if their identity cannot or cannot sufficiently be established or if the Investor does not have a bank account in their own name.

The term 'legal entity' also includes partnerships with legal capacity.

3.5

The username and password chosen by the Investor or Project Owner during Registration serve as identification. They enable Investors and Project Owners to access their personal profile and Account on the Crowdfunding platform. The username and password (identification data) are individual and non-transferable. The User is obliged to treat his/her identification data, particularly the password, confidentially. The User is not permitted to pass them on to third parties.

3.6

The Investor and Project Owner are responsible for carefully securing their identification data. They are liable for the consequences of the use of this information by third parties and for any damage caused by the breach of this obligation.

3.7

Investors or Project Owner are responsible for all actions carried out with their username and password and are obliged to inform KOM Group B.V. immediately of any unauthorized use of their identification data.

3.8

The accessibility of a Crowdfunding platform depends on the technical equipment of the Investor or Project Owner itself. In order to be able to use a Crowdfunding platform, the Investor or Project Owner must have access to the necessary technical resources (in particular computer, internet connection, email address).

3.9

Investors or Project Owners undertake to

- to use the Crowdfunding platform with great care in accordance with the applicable laws and regulations and these Joint General Terms and Conditions (JGTC).
- not to use a Crowdfunding platform in such a way as to cause damage to KOM Group B.V. and/or the Security Trustee Foundation or to other Users or third parties.

3.10

Investors or Project Owners are liable for all damage caused directly or indirectly to KOM Group B.V. and/or the Security Trustee Foundation as a result of non-compliance with their obligations under these Joint General Terms and Conditions (JGTC).

Investors or Project Owners indemnify KOM Group B.V. and the Security Trustee Foundation and their employees against fines, claims, demands and/or rights of third parties due to the violation of their rights, etc. arising directly or indirectly from the way in which Investors or Project Owners use one of the Crowdfunding platforms.

3.11

- (a) When using a Crowdfunding platform, the Investor or Project Owner also undertakes to provide correct, accurate and complete information.
- (b) Investors and/or Project Owners must inform KOM Group B.V. immediately by e-mail or via the Account on the respective Crowdfunding platform of all significant changes, such as the name, address, e-mail address or Account details, and, if necessary, also provide proof thereof.
- (c) Investors and/or Project Owners may in particular not distribute any software, data, viruses, codes or hardware or other products via a Crowdfunding platform that can or could cause damage to the Crowdfunding platform, to the computer systems, systems or networks of KOM Group B.V., those of the Security Trustee Foundation, as well as those of other Users or third parties.
- (d) Investors and/or Project Owners may not use a false identity when using a Crowdfunding platform;
- (e) Investors and/or Project Owners must not disclose any information to third parties that reveals or may reveal the identity of other Users of any Crowdfunding platform.
- (f) Investors and/or Project Owners may not change, deactivate, or damage the data, information, software programs and/or computer files of KOM Group B.V. or the Security Trustee Foundation.
- (g) Investors and/or Project Owners may not use, transmit or distribute via a Crowdfunding platform any material that infringes the (intellectual) property rights of third parties.

- (h) if an Investor and/or Project Owner is of the opinion or is informed by third parties that there are facts or circumstances that indicate an illegal use of a Crowdfunding platform,

the Investor and/or Project Owner must inform KOM Group B.V. of this immediately and pass on the information available to it.

3.12

A Registration on each of the Crowdfunding platforms is created for an indefinite period of time and can be cancelled by Project Owners and Investors in writing with a notice period of one month to the end of the month. The cancellation will be confirmed in writing by KOM Group B.V.

Project Owners are not authorized to cancel a Registration as long as a Crowdfunding offer is booked to their Account and/or one or more Loan agreements exist.

Investors are not authorized to cancel a Registration as long as a Subscription for a Crowdfunding offer has been made and/or one or more Loan agreements exist.

3.13

KOM Group B.V. is authorized to terminate the Registration of an Investor and/or Project Owner in writing with immediate effect, without observing a notice period, if

- i. the Investor or Project Owner is deceased or deleted from the commercial or company register.
- ii. insolvency proceedings are opened against the assets of the Investor or Project Owner or are dismissed for lack of assets.
- iii. the Investor or Project Owner defaults on obligations arising from these Joint General Terms and Conditions (JGTC), the Loan agreement, or the Framework agreement,
- iv. no activity has taken place on any of the Crowdfunding platforms for six months,
- v. there are several Registrations on the same Crowdfunding platform, or
- vi. the Registration is not in the interest of a Crowdfunding platform.

3.14

KOM Group B.V. is authorized to publish content, including messages and/or responses from Investors, at any time at its own discretion.

Chapter 4: Project Owners

4.1 The Crowdfunding offer

4.1.1.

After registering via the Account with KOM Group B.V., a Project Owner can place an application for a Crowdfunding offer on the relevant Crowdfunding platform. For this purpose, the Project Owner must submit a Crowdfunding offer to KOM Group B.V. or the respective Crowdfunding

platform that fully fulfils the requirements listed in Annex I of the ECSP Regulation ('basic investment information sheet').

4.1.2

The Project Owner is obliged to correct any omissions, errors and inaccuracies in the Crowdfunding offer without delay, both on its own initiative and at the request of KOM Group B.V.

KOM Group B.V. is obliged to immediately correct and/or supplement all identified omissions, errors, and inaccuracies in the Crowdfunding offer that may have a concrete impact on the expected return on investment. KOM Group B.V. shall immediately inform the Investors who have subscribed to the respective Crowdfunding offer of the irregularities identified, the steps taken and to be taken by KOM Group B.V. and the possibility of cancelling their Subscription. If the supplement or correction is not made immediately by the Project Owner, KOM Group B.V. will suspend the Crowdfunding offer for a period of up to 30 calendar days until the supplement or correction is made.

If the Crowdfunding offer could not be supplemented or corrected after the expiry of 30 calendar days in order to rectify all irregularities identified, the Crowdfunding offer will be cancelled.

The Project Owner is obliged to immediately notify KOM Group B.V. in writing of any changes to the information in the Crowdfunding offer in order to keep the Crowdfunding offer up to date for the duration of the Investment period. KOM Group B.V. will immediately inform Investors who subscribed to a Crowdfunding offer of any material change to the information contained in the Crowdfunding offer that is communicated to it.

4.1.3

A Loan cannot be less than EUR 25,000.00. The total value of Crowdfunding offers submitted by a Project Owner via a Crowdfunding platform within twelve months may not exceed EUR 5,000,000.00.

The Project Owner must specify in detail what the Loan is to be used for. The Loan may not be used directly or indirectly for the granting of Loans by the Project Owner itself. The Project Owner is solely responsible for the content of a Crowdfunding offer. The conclusion of a Loan is exclusively at the Project Owners own risk.

KOM Group B.V. does not judge in any way whether the Loan is responsible to the Project Owner. If the content of a Crowdfunding offer violates the rights of third parties or is otherwise unlawful, the Project Owner is solely responsible for this. If the Project Owner does not fulfil these obligations, KOM Group B.V. is entitled not to consider the Crowdfunding offer, not to place it or to delete it from the Account of the Project Owner . KOM Group B.V. can also reject the Project Owner if the latter wishes to place another Crowdfunding offer.

4.1.4

The Project Owner must provide KOM Group B.V. with all documents that KOM Group B.V. requests from the Project Owner in connection with the Screening process and the Further analysis of a Crowdfunding offer (e.g. extract from the commercial register, annual financial statements, other financial documents, tax returns and tax assessments).

4.1.5

Once KOM Group B.V. has received all the requested information and documents, it carries out the Screening process and decides on the basis of this whether the Crowdfunding offer qualifies for Further analyses. During the Screening process, KOM Group B.V. will review and screen the Project Owner and, if applicable, its owners, bodies and representatives and, in particular, carry out or arrange for a search in general and public registers and also check whether the Crowdfunding offer fulfils the (formal and substantive) requirements of the ECSP Regulation.

4.1.6

Before KOM Group B.V. begins the Screening process, the Project Owner must pay a screening fee to KOM Group B.V. in accordance with the schedule of fees for Project Owners. If KOM Group B.V. decides for its own reasons that the Crowdfunding offer does not qualify for Further analysis, the Project Owner is not entitled to a refund of previously paid amounts and fees.

4.2 Further analysis and publication of the Crowdfunding offer

4.2.1

After successful completion of the Screening process, the Crowdfunding offer will be analyzed on the basis of the specific information and documents provided by the Project Owner and on the basis of information from third parties and statistical databases (the 'Further analysis'). KOM Group B.V. may co-operate with third parties, among others, as part of the Further Analysis. The Further Analysis is also carried out by means of a formal identity check on the Account using the Payment service provider's software. Once the Further analysis has been completed, it informs the Project Owner of its decision.

4.2.2

If the Crowdfunding offer is deemed suitable for publication by KOM Group B.V., the Crowdfunding offer will be published after the Project Owner has

- i. has approved the draft Loan agreement and
- ii. after the Project Owner has paid a publication fee to KOM Group B.V. in accordance with the scale of fees for Project Owners

via the Project Owners Account.

The Project Owner must pay a fee to KOM Group B.V. in accordance with the fee schedule for Project Owners both if the Crowdfunding offer is withdrawn before publication and if the Crowdfunding offer is withdrawn after publication or amended after publication.

If, before or after the publication of the Crowdfunding offer, it turns out that the Project Owner does not comply with the agreements on the financing conditions and/or the security interests to be established, the Project Owner must also pay KOM Group B.V. a corresponding fee in accordance with the schedule of fees for Project Owners..

4.2.3

The terms and conditions of a Crowdfunding offer remain binding for the Project Owner from the time the Crowdfunding offer is placed on a Crowdfunding platform up to and including the earliest of the following dates:

- i. the expiry date of the Crowdfunding offer communicated by KOM Group B.V. when the Crowdfunding offer is placed on a Crowdfunding platform, or
- ii. the date on which a Successful crowdfunding took place.

4.2.4

KOM Group B.V. is free to reject any Crowdfunding offer without giving reasons, whereby the Project Owner is not entitled to a refund of payments made, such as the audit fee.

If KOM Group B.V. rejects a Crowdfunding offer, the Project Owner can in principle remain registered on a Crowdfunding platform and submit a new Crowdfunding offer at a later date. However, KOM Group B.V. reserves the right to terminate the Registration of the Project Owner on a Crowdfunding platform.

4.2.5

Each Crowdfunding offer is categorized according to the Risk classification prior to publication. This results in a classification from risk class 1 (lowest risk class with an AA rating and a Risk premium of minimum 250 bps over current market interest rates) to class 6 (highest risk class with a C rating and a Risk premium of minimum 1.250 bps over current market interest rates).

KOM Group B.V. can work with third parties, among others, when categorizing Crowdfunding offers into risk classes. The categorization in a specific risk class depends on the financial situation of the Project Owner, the term of the Loan and the information obtained from third parties and is influenced by the content of the Loan agreement and the minimum nominal interest rates to be set, which the Project Owner owes the Investors.

4.3 The Investment period and Successful crowdfunding

4.3.1

During a period to be determined by KOM Group B.V. ('Investment period') following the launch of the Crowdfunding offer, Investors may subscribe to the Crowdfunding offer.

4.3.2

As soon as a Crowdfunding offer has been fully subscribed and all Investor amounts have been received by the Payment service provider, it is considered a Successful crowdfunding.

If the Crowdfunding offer is not fully subscribed at the end of the Investment period, KOM Group B.V. may terminate, cancel, or extend the Investment period at its own discretion. The Security Trustee Foundation may - if necessary, after extending the Investment period - decide to offer the Project Owner a lower amount than the Crowdfunding offer. If the Project Owner agrees, the Crowdfunding offer is also considered a Successful crowdfunding.

If a Crowdfunding offer is fully subscribed and more Subscriptions have been made than the Crowdfunding offer comprises, the Security Trustee Foundation may decide to offer the Project Owner the higher amount resulting from the Subscriptions. If the Project Owner agrees to this, the Crowdfunding offer will also be considered a Successful crowdfunding.

In all cases, the interest rate is already set and the term of the Loan remain in full force and effect. In the event of an unsuccessful crowdfunding, the Project Owner has no claim to reimbursement of the payments made by him to KOM Group B.V., in particular verification and/or publication fees.

4.4 Additional information and proof of identity

4.4.1

The Project Owner can be requested by KOM Group B.V. at any time to submit additional documents within a reasonable period of time. This also applies after a Crowdfunding offer has been deemed suitable, has been published and after the Investment period has begun.

4.4.2

In particular, the Project Owner, its owners, representatives, and its bodies may be requested to provide further proof of their identity.

4.4.3

If the Project Owner is requested to submit additional documents and/or proof of identity, the submission of these documents and successful identification is a prerequisite for the conclusion of the Loan agreement. KOM Group B.V. reserves the right to reject any Crowdfunding offer until the required additional documents have been provided or to cancel a Crowdfunding offer completely.

4.5 Loan

4.5.1

In the event of a Successful crowdfunding, the Security Trustee Foundation submits the Loan agreement to the Project Owner for Subscription on behalf of the Investors. If the Project Owner does not sign the Loan agreement within ten working days after submission, KOM Group B.V. can cancel the Successful crowdfunding.

KOM Group B.V. can also cancel a Successful crowdfunding if it has valid reasons for doing so. KOM Group B.V. is not obliged to provide any further justification.

In no case is a Project Owner entitled to reimbursement of the payments made by him to KOM Group B.V., in particular verification and publication fees.

4.5.2

The Loan agreement is concluded by the Security Trustee Foundation on behalf of the Investors with the Project Owner under the condition that the entire Investment amount is made available to the Project Owner. In addition, the conclusion of the Loan agreement is subject to the condition precedent that all security interests agreed with the Security Trustee Foundation as part of the Parallel claim in the Loan agreement have been established and that all other conditions have been met. All Investment amounts together form the Loan.

Until such time as the Loan is paid out to the Project Owner, the Security Trustee Foundation is authorized to terminate the Loan in the cases agreed in the Loan agreement. The Loan is repaid in accordance with the provisions of the Loan agreement. Early repayment is not permitted unless otherwise stipulated in the Crowdfunding offer or the Security Trustee Foundation agrees in writing.

In the event of an authorized early repayment, the Project Owner will owe the Security Trustee Foundation a fee payable in accordance with the scale of fees for Project Owners..

For each request to amend the Loan agreement or request to obtain the required written consent, the Project Owner shall owe a fee in accordance with the scale of fees for Project Owners.

For the preparation of the Loan agreement and the collateral documentation, the Project Owner pays a fee to the Security Trustee Foundation in accordance with the schedule of fees for Project Owners. The costs for external parties, such as notaries and surveyors, will be charged to the Project Owner by the Security Trustee Foundation, unless the Project Owner pays these costs directly.

All other external costs in the event of default or non-payment of the Loan will be borne by the Project Owner and will be charged to the Project Owner plus an administration fee of five percent of the costs.

All other activities after disbursement of the Loan to the Project Owner by the Security Trustee Foundation will be charged on the basis of the Project Owners fee schedule.

4.5.3

The documents and records of the Security Trustee Foundation serve as proof of what a Project Owner owes to KOM Group B.V., the Security Trustee Foundation and the Investors. The Project Owner is entitled to prove the contrary.

4.5.4

KOM Group B.V. charges the Project Owner a success fee in accordance with the scale of fees for Project Owners. The fee is deducted from the payment made by the Payment service provider to the Project Owner.

4.5.5

The Project Owner takes out a Loan entirely at its own risk and expense and that of the other parties who may also owe the Loan, such as the Joint and several co-debtor and any guarantors.

Apart from the Risk classification, KOM Group B.V. does not carry out any further analyses as to whether the taking out of a Loan by the Project Owner is justified, taking into account all circumstances relating to the Project Owner and the project itself. Any liability of KOM Group B.V. and/or the Security Trustee Foundation in this respect is excluded.

Chapter 5: Investors

5.1 Investing

5.1.1.

The Investor can, if a Crowdfunding offer still offers the opportunity to invest and is not yet fully subscribed, accept by timely Subscription on the Account during the Investment period. The minimum amount that can be invested may vary depending on the Crowdfunding offer but is always at least 100.00 euros. The total amount invested must always be a multiple of EUR 100.00.

5.1.2

Before the Investor can subscribe to a Crowdfunding offer, he must complete his Registration by having an identity check carried out by the Payment service provider. The general terms and conditions of the Payment service provider also apply. The Payment service provider is given an order and irrevocable authorization by the Investor to process payment transactions for the respective Loan in the name and on behalf of the Investor. In addition, the Investor must conclude a Framework agreement with KOM Group B.V. and the Security Trustee Foundation and pass the Knowledge test for admission. The Framework agreement will be sent to the Investor by e-mail after Registration. If the Investor agrees to the conditions, authorizations and fees stated therein, he accepts the Framework agreement by clicking on the corresponding link, via which the

Framework agreement is concluded electronically. The Investor receives a corresponding confirmation by e-mail.

5.1.3

KOM Group B.V. is free at any time to reject and/or cancel and/or reverse a Subscription to a Crowdfunding offer without giving reasons and without being liable for damages in any way. In this case, any Investor amounts already paid will be refunded within 14 days.

5.1.4

An Investor may pay an Investment amount to the Payment service provider via the Account immediately after Subscription. If an Investor does not opt for immediate payment, as soon as a Crowdfunding offer is 90 percent subscribed, the Investor must pay his Investment amount to the payment service provider's bank account within three days.

If the Investor makes a Subscription when the Crowdfunding offer is already 90 percent subscribed, the Investment amount must be paid to the Payment service provider's bank account within one working day.

If the Investor does not fulfil his obligation to pay the Investment amount or does not do so on time, KOM Group B.V. is entitled to terminate and cancel the Investor's Subscription.

5.1.5

If crowdfunding is not successful after expiry of the Investment period or any extension of the Investment period, the Payment service provider will inform the Investors within 14 days.

5.1.6

All payments by the Investor shall be made from the Investor's own bank account.

5.1.7

In accordance with the Framework agreement, the Investor grants the Security Trustee Foundation an irrevocable Power of attorney to enter into one or more Loan agreements on his behalf and in his name, and to exercise and exercise all rights and powers of the Investor vis-à-vis the Project Owner and/or the Joint and several debtors in his own name and to the exclusion of the Investor.

5.1.8

Every Non-experienced Investor is entitled to a pre-contractual cooling-off period during which he can withdraw his Subscription without having to bear any costs and without giving reasons. This is done via his Account in the same way as a Subscription is made. The cooling-off period begins at the time the Non-experienced Investor makes a Subscription and ends after four calendar days, expressly including the day of Subscription. If the Subscription is not withdrawn within the cooling-

off period, it is final and the obligation to pay the Investment amount remains in force. If the Subscription is withdrawn within the cooling-off period and the Non-experienced Investor has already paid the Investment amount, the Payment service provider will refund the Investment amount within 14 days.

5.2 Credit

5.2.1

In the event of a Successful crowdfunding, the Security Trustee Foundation submits the Loan agreement to the Project Owner for Subscription on behalf of the Investors. If the Project Owner does not sign the Loan agreement within ten working days of submission, KOM Group B.V. may cancel the Successful crowdfunding.

KOM Group B.V. can also cancel the Successful crowdfunding without stating reasons if it has valid grounds for doing so. KOM Group B.V. is not obliged to provide any further justification. In this case, the Payment service provider will repay the Investment amount to the Investors within 14 days. The Payment service provider does not owe interest in any form on the funds that it repays to the Investors.

5.2.2

The Loan agreement is concluded by the Security Trustee Foundation on behalf of the Investors with the Project Owner on the condition that the entire Investment amount is made available to the Project Owner. In addition, the conclusion of the Loan agreement is subject to the condition precedent that all security interests agreed with the Security Trustee Foundation as part of the Parallel claim in the Loan agreement have been established and that all other conditions have been met. All Investment amounts together form the Loan.

Until such time as the Loan is paid out to the Project Owner, the Security Trustee Foundation is authorized to cancel the Loan in the cases agreed in the Loan agreement. In this case, the Payment service provider will repay the Investment amount to the Investors within 14 days. The Payment service provider does not owe any interest whatsoever on the funds that it repays to the Investors.

5.2.3

For each credit agreement, KOM Group B.V. charges the Investors a fee in accordance with the tariff sheet applicable to the Framework agreement. The fee is deducted by the Payment service provider from the Repayment amounts to be paid to the respective Investor.

5.3 Risks

5.3.1

An Investment via a Crowdfunding platform is associated with - high - risks. For example, the risk that the Project Owners may not be able to fulfil their repayment obligation under the Loan, or not in full, and that Investors may lose part or all of the Investment amount as a result.

The Investment amount provided by the Investor to a Project Owner in the form of a Loan or purchased from another Investor via the Notice board is not covered by a deposit guarantee scheme such as the Dutch deposit guarantee scheme, any other guaranteed scheme or an Investor compensation scheme. A more detailed but also non-exhaustive description of the possible risk factors for Investors can be found in the Framework agreement and on each of the Crowdfunding platforms.

5.3.2

Before an Non-experienced Investor makes a Subscription and thereby invests an Investment amount of more than EUR 1,000.00 or five percent of his net assets, as demonstrated by the Knowledge test for admission, the Non-experienced Investor must give KOM Group B.V. his express consent to this Investment and also prove to KOM Group B.V. that he understands the Investment and the risks associated with this Investment.

5.3.3

Neither KOM Group B.V. nor the Security Trustee Foundation provide the Investor with investment advice in relation to the Investment they intend to make. Investors are obliged to make their own judgement as to whether an Investment is suitable for them. Investors should preferably consult their own financial, legal and tax advisors before subscribing to a Crowdfunding offer. Crowdfunding offers are neither reviewed nor authorized by the AFM or the European Securities and Markets Authority (ESMA).

5.3.4

Investors should only use a responsible portion of their assets to invest via a Crowdfunding platform. Crowdfunding is not a savings product and KOM Group B.V. also recommends that Investors spread their Investments over several Crowdfunding projects and invest no more than ten percent of their net assets in Crowdfunding projects.

Chapter 6: Liability and compensation

6.1.

Although KOM Group B.V. takes the greatest possible care with regard to the proper availability of each Crowdfunding platform, the associated services and the reliability and timeliness of the data on a Crowdfunding platform, freedom from problems, errors or even the completeness and/or accuracy of any information and data offered cannot be guaranteed.

KOM Group B.V. is not liable for damages that result from the unavailability of a Crowdfunding platform, due to problems, errors or even only from the incompleteness and/or incorrectness of information and data offered. Likewise, KOM Group B.V. is not liable for inaccurate incomplete information related to the dissemination of information via the Internet, such as failures, interruptions, errors or delays in the provision of information and services by KOM Group B.V. or by the Investor and/or the Project Owner to KOM Group B.V.

KOM Group B.V. takes all necessary security measures that are required to guarantee the confidentiality and security of a Crowdfunding platform and its Users according to the state of the art. KOM Group B.V. does this with the greatest possible care, but cannot guarantee that no viruses, worms, etc. will be present on any of the Crowdfunding platforms. KOM Group B.V. is not liable for damage caused by the presence of viruses, worms, etc. on a Crowdfunding platform.

6.2

KOM Group B.V. has no influence on how the respective Users utilize a Crowdfunding platform. In particular, KOM Group B.V. cannot guarantee that Users will actually use a Crowdfunding platform in accordance with the applicable laws, regulations and these Joint General Terms and Conditions (JGTC).

6.3

The content on a Crowdfunding platform is for information purposes only. KOM Group B.V. does not advise Users and only conducts limited research on the financial status of the Project Owner - the 'Further analysis'. Users can therefore not derive any claims, demands and/or rights from the information published on a Crowdfunding platform. This also applies to the categorization of a crowdfunding offer in various risk classes.

KOM Group B.V. is not liable for damages caused by incorrect and/or incomplete information provided to KOM Group B.V. by Users. KOM Group B.V. is also not responsible for information on websites that are linked from or to a Crowdfunding platform. KOM Group B.V. and/or the Security Trustee Foundation are also not liable for the non-fulfilment of any payment obligations of the Users under the Loan agreements. KOM Group B.V. is also not liable for losses resulting from an Investment, including (but not limited to) the loss of the Investment or the loss of earnings.

6.4

KOM Group B.V. may co-operate with third parties in order to establish the identity and check the creditworthiness of the Project Owner. Nevertheless, KOM Group B.V. cannot vouch for the accuracy of the information provided by these third parties. The information received on the creditworthiness of the Project Owners may therefore be incomplete, inaccurate in terms of content and not valid, even if this information comes solely from public registers.

6.5

KOM Group B.V. is only liable for the damage that a User suffers through the use of a Crowdfunding platform if the damage was caused by intent or gross negligence on the part of KOM Group B.V., its bodies or its employees.

The User is aware and expressly accepts that the use of a Crowdfunding platform and the services of KOM Group B.V. is at his own risk and responsibility.

The total liability of KOM Group B.V. arising from the use of a Crowdfunding platform is limited to compensation for direct damage up to a maximum amount of 250,- euros. The liability of KOM Group B.V. for indirect damages, such as consequential damages, loss of profit, loss of savings, reduced goodwill, impairment of goodwill, damages due to business or operational stagnation, damages as a result of claims, demands and/or rights of third parties, alteration or loss of data, is excluded.

6.6

The Security Trustee Foundation and/or KOM Group B.V. are not liable for direct or indirect damages or costs incurred by the Investors and/or Project Owners as a result of the exercise or non-exercise of powers, claims, demands and/or rights as well as legal remedies within the framework of the Loan agreement, unless there is intent or gross negligence on the part of the Security Trustee Foundation and/or KOM Group B.V., its bodies or its employees.

Should the KOM Group B.V. and/or the Security Trustee Foundation not invoke the aforementioned exclusion of liability, or in the event of willful intent or gross negligence, their liability towards the Users is in any case limited to direct compensation up to the amount of the Investor's residual claim against the Project Owner under the Loan agreement. The liability of the Security Trustee Foundation and/or KOM Group B.V. for indirect damages, such as consequential damages, loss of profit, loss of savings, reduced goodwill or goodwill, impairment of goodwill, damages due to business or operational stagnation, damages as a result of claims, demands and/or rights of third parties, alteration or loss of data, is excluded.

6.7

The Users indemnify KOM Group B.V. and/or the Security Trustee Foundation against all claims, liabilities, losses, damages, and costs incurred by KOM Group B.V. and/or the Security Trustee Foundation due to breaches by the Users of their obligations under a credit agreement and/or these Joint General Terms and Conditions (JGTC), insofar as this is legally permissible.

The Users indemnify KOM Group B.V. and the Security Trustee Foundation against claims by Project Owners, Investors and third parties arising from the use of a Crowdfunding platform and messages exchanged and transactions carried out with Project Owners and/or Investors via a Crowdfunding platform.

KOM Group B.V. and the Security Trustee Foundation are not liable for the manner in which the services provided by KOM Group B.V. and the Security Trustee Foundation are used by the Project Owners and Investors, the Payment service provider and other third parties.

6.8

The prerequisite for the occurrence of a claim for compensation is that Investors, Project Owners, Payment service providers or third parties report the damage to KOM Group B.V. in writing immediately after its occurrence.

Claims for compensation against KOM Group B.V. and/or the Security Trustee Foundation expire six months after the claim arises. In addition, there is no entitlement to compensation if the cause of the damage:

- (a) was caused by non-compliance with the rules, agreements, and regulations applicable to the Investor and/or Project Owner.
- (b) consists of the alteration or loss of data, provided there is no intent or gross negligence in this respect.
- (c) is caused by the malfunctioning of mains voltage, telecommunication or network equipment or is otherwise due to causes that are not attributable to KOM Group B.V. and/or the Security Trustee Foundation or for which they are responsible.

Chapter 7: Communication and complaints

7.1.

If a User wishes to contact KOM Group B.V., he can send an e-mail to the following e-mail address: info@kapitaalopmaat.nl or info@capitalcircle.nl

7.2

KOM Group B.V. is authorized, subject to the provisions of data protection law, to pass on all information that Project Owners make available to KOM Group B.V. in order to share it with actual and potential Investors. KOM Group B.V. is free to share this information with Investors in any way it reasonably deems appropriate and safe. KOM Group B.V. is free to share the information provided to KOM Group B.V. by the Project Owner with domestic and foreign regulators and authorities if it is legally obliged to do so.

In accordance with the ECSP Regulation, KOM Group B.V. is obliged to provide the AFM annually with a list of the Crowdfunding projects financed via the Crowdfunding platforms of KOM Group B.V., whereby for each Crowdfunding project the Project Owner, the Investment amount, the Loan, as well as information about the Investors and their Investment amounts must be communicated. KOM Group B.V. retains all data relating to its services and transactions for at least five years and ensures that Investors have access to the data of the services provided to them at any time within a reasonable period of time after submitting a written request to this effect. The privacy policy of KOM Group B.V. can be viewed via the Crowdfunding platforms.

7.3

A Project Owner will not be provided with any information about the Investors other than the Account numbers of the Investors, in particular the identity of the Investors, unless the Security Trustee Foundation deems this necessary in connection with the enforcement and/or collection of a Parallel claim. Investors cannot be guaranteed anonymity.

KOM Group B.V. and/or the Security Trustee Foundation is not obliged to determine which Investor belongs to which Account number, unless

- i) there is an enquiry from an Investor about his own Account number.
- ii) an enquiry is made by the Security Trustee Foundation, and this is necessary for the proper performance of its work.
- iii) there is a request from the Payment service provider in connection with the execution of payment transactions under the Loan agreement.
- iv) there is a legal obligation to do so, or this is ordered by a court decision.
- v) this is necessary for the purpose defined in the Crowdfunding offer for which the Project Owner took out the Loan or for which the Project Owner uses or at least wishes to use the Loan.

7.4

Complaints about the services described in these Joint General Terms and Conditions (JGTC) will be handled free of charge in accordance with the complaint's procedure published on the Crowdfunding platform.

Chapter 8: Property rights

8.1

The content of a Crowdfunding offer may be subject to the intellectual property rights of the Project Owners and/or their licensors. Unless otherwise stated, Investors are only granted the right to view, download and/or print this information in order to consider, review or make an Investment. Any other use requires the prior written consent of the Project Owner who provided the information.

8.2

The content of a Crowdfunding offer may not infringe the (intellectual property) rights of third parties or otherwise be unlawful and/or even punishable by law.

KOM Group B.V. has no influence on the content of publications of Users on the Crowdfunding platforms, in particular also not on the opinions and views expressed therein. KOM Group B.V. is therefore not liable for the content of the publications. In addition, KOM Group B.V. reserves the right to check content in detail before publishing it on a Crowdfunding platform.

The Project Owner is responsible and liable for the content posted by him or on his behalf on the Crowdfunding platforms and for the consequences of this posting or publication.

8.3

The information, texts, images, photographs, and illustrations on a Crowdfunding platform and the design of a Crowdfunding platform are protected in particular by copyright law, database maker's rights and other legal provisions. With the exception of the content of a Crowdfunding offer, KOM Group B.V. holds these rights. It is not permitted to reproduce this data and the design, etc. Any design of a Crowdfunding platform may not be reproduced, made accessible to third parties, or passed on to them.

The Crowdfunding platforms, their structure, their content and the software programs used are the property of KOM Group B.V. and/or third parties. KOM Group B.V. is the owner of the Kapitaal Op Maat and Capital Circle figurative and word marks.

Without the prior written consent of KOM Group B.V., it is not permitted to use their trademarks - word and figurative marks.

8.4

A User is not permitted to reproduce, convert, modify, disassemble, reverse engineer, distribute, rent, lend or publish or disseminate a Crowdfunding platform via open means or channels of communication, unless this is permitted by law or he has received prior written permission from KOM Group B.V. and/or the rights holder.

8.5

In a Crowdfunding project and other contents of the Crowdfunding platforms, a User is not permitted to remove or change any signs etc. that refer to the intellectual property of KOM Group B.V. or third parties, or to infringe industrial and other property rights of KOM Group B.V. and/or third parties.

The Users of the Crowdfunding platforms may not circumvent or manipulate the technical measures imposed by KOM Group B.V. and/or third parties with regard to a Crowdfunding platform, but also with regard to its structure, content and functions. KOM Group B.V. may take security measures on the Crowdfunding platforms, in particular to protect intellectual property.

8.6

By uploading the Crowdfunding offer and/or content to a Crowdfunding platform:

- a. the Project Owners grant KOM Group B.V. a worldwide, perpetual, non-exclusive, royalty-free, transferable license (with the right to sublicense) to use, reproduce, distribute, create derivative works of, display and perform the Crowdfunding offer and/or the further content in connection with the Crowdfunding offer.
- b. the Project Owner commissions KOM Group B.V. with the provision of the services and/or other services in connection with the provision of a Crowdfunding platform, including the

publication of the Crowdfunding offer (and derivative works thereof), if applicable by means of various media formats and via any media channels.

- c. the Project Owners grant each User of a Crowdfunding platform a worldwide, non-exclusive, royalty-free license for the posted Crowdfunding offer and/or the content otherwise associated with it for the duration of the placement of the offer on a Crowdfunding platform.

8.7

KOM Group B.V. is authorized at any time to remove content and/or a Crowdfunding offer and all other information, questions, and answers in connection with a Crowdfunding project from a Crowdfunding platform at its own reasonable discretion.

8.8

The establishment of a hyperlink to (a page on) a Crowdfunding platform requires the prior written consent of KOM Group B.V. This is regularly granted upon a written request, unless the content, the appearance, the reputation, or the reputation of the host site are, in the opinion of KOM Group B.V., not compatible with the name, the reputation and the reputation of KOM Group B.V. and its services or the content of a Crowdfunding platform.

If changes are made to the host site after the approval of KOM Group B.V., the written approval of KOM Group B.V. must be obtained again for the hyperlink. KOM Group B.V. is not responsible for the content of third-party websites or other sources of information to which reference is made via hyperlinks or in any other way, or which in turn refer to a Crowdfunding platform.

Chapter 9: Other provisions

9.1

Neither Project Owners nor Investors are authorized to suspend one or more payments, to offset them or to assert any other similar right to withhold payments.

9.2

KOM Group B.V. is authorized to amend these Joint General Terms and Conditions (JGTC) at any time.

9.3

The amendments shall enter into force at the earliest one month after publication on the Crowdfunding platforms and notification to the Investors and Project Owners..

9.4

Each Investor or Project Owner shall be notified of the amendments and the date on which they enter into force.

9.5

Each Investor and Project Owner may object to the amendments until the date on which they enter into force.

An objection by an Investor shall have the effect of cancelling the Framework agreement on the date on which the amended Joint General Terms and Conditions (JGTC) come into force. After this cancellation of the Framework agreement, the original provisions of the Framework agreement and the amended Joint General Terms and Conditions (JGTC) remain in full force and effect. This shall apply to all Subscriptions made by the Investor prior to the termination of the Loan agreement and to all Loans granted in connection with the relevant Subscriptions until each such agreement has been terminated in accordance with the terms and conditions applicable thereto.

The cancellation of a Project Owner has no effect on concluded Loans and ongoing offers for Crowdfunding projects.

9.6

Should any provision of these Joint General Terms and Conditions (JGTC) be void or invalid, the remaining provisions of these Joint General Terms and Conditions (JGTC) shall remain in full force and effect.

9.7

These Joint General Terms and Conditions (JGTC) and all rights and obligations arising therefrom shall be governed by Dutch law. The Investors, Project Owners, KOM Group B.V. and the Security Trustee Foundation choose and accept the exclusive jurisdiction of the competent civil court in The Hague, The Netherlands, as the sole place of jurisdiction for the settlement of all disputes arising from or in connection with the Joint General Terms and Conditions (JGTC).

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