



Your Financials

Terms and Conditions

Your Financials
Klimroos 9
2317 GB LEIDEN
Email: info@yourfinancials.nl
www.yourfinancials.nl

1. Scope

These general terms and conditions apply to every offer and every contract for services between Your Financials and its Client. These general terms and conditions also apply to follow-up or partial assignments. Any deviation or additional stipulation of these Terms and Conditions can only be agreed in writing.

2. Service Agreement

The Service Agreement and the Advice given to the Client serve as record of what has been agreed between the parties. The agreement is concluded after the Client has accepted the offer by returning a signed Service Agreement.

3. Obligations of the Client

The Client must ensure that all information required for execution of the Agreement is correct and complete and made available to Your Financials in a timely manner.

4. Change in authority of the Client

Changes in the authority of the Client or of its representatives or agents, even if registration thereof has taken place in the public registers, will only be effective vis-à-vis Your Financials after it has been informed of this in writing.

5. Advice and execution of the work

Your Financials will carry out the assignments given to it to the best of its ability. Your Financials has a best efforts obligation. Your Financials records the work performed and the resulting proposals in an Advice to the Client. The final outcome and realisation of proposals made by Your Financials are also dependent on the offers made by selected banks, insurers, asset managers or other parties relevant to the Advice. Although Your Financials executes the assignments to the best of its ability, in accordance with demands of professional conduct and expertise it does not guarantee any result of the results of work executed, including any Advice given.

Any complaint about the quality of work executed by Your Financials must be submitted to Your Financials in writing and within 14 days from the moment the work has been (partially) completed, failing which the assignment is deemed to have been carried out correctly.

6. Engagement of third parties

Your Financials is authorized to use the services of third parties in the execution of assignments from the Client. Your Financials is, without prejudice to its liability for its own shortcomings elaborated in these Terms and Conditions, not liable for the shortcomings of those third parties if it demonstrates it has taken the necessary care in the choice of that third party.

7. Fees and payment terms

Your Financials informs the Client in advance of the fee to be calculated. The fee can be calculated at an hourly rate or a fixed fee or a combination thereof. Your Financials has the right to request an advance before the work starts if the work is more extensive than reasonably anticipated in advance. When the work is more extensive than could be foreseen in advance, Your Financials has the right to charge a reasonable additional fee. If after the moment of offer or after the conclusion of the agreement taxes, levies or other charges are introduced or increased by the government, these will be passed on to the client.

If, after prior approval from the Client, Your Financials has to incur costs for the engagement of third parties, Your Financials is entitled to pass on these costs to the Client.

Unless otherwise agreed, payment must be made within 14 days of the invoice date by crediting to one of the bank accounts of Your Financials. Complaints regarding the amounts charged by Your Financials must be submitted in writing by the Client to Your Financials as soon as possible but no later than 10 days after the invoice date, failing which the Client is deemed to have accepted the amounts declared. Complaints do not entitle the Client to set-off, nor to suspension of payment.

If the Client has not paid the invoice sent by Your Financials within 14 days from the invoice date and there is no question of a complaint in the sense described above, the Client is in default without further notice of default being required. From that moment on, the Client who is in default owes Your Financials interest of half a percent per month or part thereof, calculated over the outstanding invoice amount.

8. Collection costs

All judicial and extrajudicial costs of collection due to (partial) non-payment or late payment shall be borne by the Client, unless otherwise stipulated below. The amount of extrajudicial costs of collection are 15% of the principal sum with a minimum of €40,00.

9. Assignment cancellation

From the moment the Service Agreement has been signed by the Client and Your Financials, the client will be charged for all hours spent on this assignment after cancellation of the assignment by the Client – regardless of the reason. The recommended rate this is used equals the rate stated in the Service Agreement.

10. Suspension of work

In the event the Client is in default vis-à-vis Your Financials, Your Financials has the right to suspend the execution of the assignment given to it until the moment when the Client has remedied the default.

11. Reduced creditworthiness of the Client

If, during the term of the assignment given to it, Your Financials receives information about, in view of the assignment given, insufficient creditworthiness, Your Financials has the right to return the assignment, without prejudice to the Client's obligation to pay for work already performed, unless the Client provides advance payment or adequate security.

12. Confidentiality and Privacy

Your Financials keeps all information that it has obtained from the Client in the context of concluding and executing the Service Agreement secret. It only provides this information to third parties insofar as this is necessary for the execution of the Service Agreement. You can read more about our privacy policy in our Privacy Statement.

The obligation of confidentiality does not apply if, as a result of laws and/or regulations or a court ruling, Your Financials must disclose the confidential information and cannot invoke a legal or a right of non-disclosure permitted by a court.

Your Financials stores all information received from the client during the term of the Service Agreement and stores it carefully.

Your Financials takes all reasonable measures to prevent the loss of or unwanted access to this information (for example due to viruses, technical malfunctions, cybercrime, etc.). If the information relates to personal data within the meaning of the General Data Protection Regulation, Your Financials processes the information in accordance with this regulation and also reports any data leaks and breaches of the security of the information in accordance with this law.

Your Financials is not liable for loss or destruction of the aforementioned information – whether or not due to cybercrime – unless this is due to intent and/or deliberate recklessness of Your Financials. The Client ensures he always keeps the original or a copy of the provided information to Your Financials.

13. Copyright protection

The offer, Advice, as well as the calculations, descriptions, models and the like made or provided by Your Financials remain (its) intellectual property, regardless of whether a fee was charged for it. The information contained in all this or underlying calculation method and the like, remains exclusively reserved for Your Financials, even if a fee has been charged for it.

The Client guarantees that the properties referred to above, except for the execution of the Service Agreement, will not be copied, shown, disclosed or used to third parties other than with written permission of Your Financials.

If, after acceptance of an assignment of the Client, Your Financials comes up with a concrete proposal, the rights to execute this proposal remain with Your Financials and the Client is not free to have the concrete proposal carried out by third parties without the permission of Your Financials. Failure to comply with the provisions of this paragraph means infringement of copyright, at least the right of industrial property, belonging to Your Financials, as a result of which the Client becomes liable for damages towards Your Financials. This damage is estimated at 10% of the turnover realized by the third party

with a minimum of €2,500 without prejudice to the right of Your Financials of additional compensation.

14. Liability

Your Financials is in no way liable and therefore never obliged to pay compensation for damage caused by either exceeding the delivery time or by defects in the Advice unless there is gross negligence or intent by Your Financials.

Your Financials is also not liable as a result of the acts, omissions or third parties, including tax specialists, accountants, lawyers or other advisors engaged by Your Financials – after permission of the Client.

Insofar as Your Financials is liable for the damage suffered by the Client, this is limited to the fee charged by it in connection with the execution of the assignment in question.

Your Financials is therefore never obliged to pay compensation for trading loss or damage due to loss of income and the like, for whatever reason also arise at the Client in connection with the Service Agreement concluded by third parties, unless the damage is caused by intent or gross negligence on the part of Your Financials.

Your Financials is also not liable for errors in the written or oral information provided by the Client.

15. Force Majeure

Your Financials is not liable for non-execution, incorrect or late execution of the assignments granted to it, if these are the result of facts or circumstances that fall outside the sphere of influence of Your Financials. Force Majeure includes, amongst other things: non-delivery or late delivery by lenders or other third parties engaged by Your Financials.

As soon as a circumstance referred to above occurs, Your Financials will notify the Client thereof.

If performance by Your Financials is temporary impossible, it is entitled to suspend the execution of the Service Agreement for as long as the circumstance that results in the Force Majeure no longer occurs.

In the event of a permanent Force Majeure, after receipt of the notification referred to above, the Service Agreement, for the part not yet executed, will be deemed to have been dissolved, under the obligation to purchase from Your Financials and to compensate it for the part of the assigned carried out.

16. Termination and dissolution

The parties may dissolve the Service Agreement if and insofar as the other party, even after written notice of default, imputably fails to comply with its obligations under the Service Agreement. Dissolution takes place by means of a written statement addressed to the other party.

The Client remains obliged to fulfil its payment obligations that have arisen before the time of dissolution or that relate to work already performed/services provided. After the end of the service Agreement, the provisions of these Terms And Conditions and conditions that lend themselves to this will retain their validity.

The Client may withdraw an assignment in whole or in part. In that case, Your Financials may charge a fee for work already performed/services provided, with a minimum of 50% of the fee that Your Financials would have received for full execution of the Service Agreement.

17. Applicable law and competent court

All relationships between Your Financials and its Client will be exclusively governed by Dutch law.

All disputes with regard to any agreement and or with regard to the interpretation of the Terms and Conditions will be submitted to the competent court in The Hague.