

## 1. Definitions

- **You** • You are the borrower. You are the person with whom we have concluded the Agreement. By 'you' we also mean a potential co-signatory(s) and legal successors. In the case of a legal person (such as a B.V., N.V., association), the Agreement is concluded with the legal entity (which is legally represented). In that case, with 'you' the legal entity will be meant.
- **We** • We are the lender: Stichting Qredits Microfinanciering Nederland (English: Foundation Qredits Microfinance Netherlands). From now on, we will use 'we' and 'us / our'.
- **Financial agreement** • From now on, we will use 'Agreement or Financing agreement', which also means any written supplement and / or amendment to the agreement.
- **Loan** • The amount we lend to you and that you will pay us back with interest.
- **Coaching** • Supervision by a Qredits coach.
- **EIF** • The European Investment Fund (Dutch name: 'Europees Investeringsfonds'). This is a fund that provides us with guarantees. This enables us to supply financing that we would otherwise not have been able to supply.
- **ECA** • The European Court of Auditors (Dutch abbreviation: ER).
- **In writing** • In writing concerns communication on paper and by e-mail
- **Terms and Conditions** • Terms and Conditions declared applicable in the Agreement

## 2. About this loan

- 2.1 We want to know who you are. This is why you will be required to show us proof of identity. This will provide us with certainty about your identity.
- 2.2 Agreements with us will not be valid until they have been confirmed by us in writing.
- 2.3 A quotation for a Financing agreement will be valid for 5 working days. If you do not agree to our quotation within this period, our offer will no longer be valid afterwards. As included in the service agreement, You owe us costs.
- 2.4 Only Dutch law will apply to the Agreement and to the Terms and Conditions that are part of the agreement.
- 2.5 Our records will always take precedence where payments are concerned, unless you can prove our records are incorrect. You should inform us of this within 12 months of receiving an invoice, confirmation or other statement from us. If you don't let us know within 12 months, then the contents of the declaration will be deemed to have been approved by you. If we have made calculation errors, it is our obligation to rectify these mistakes.
- 2.6 You have the right to
  - a) cancel the agreement in writing, within 7 calendar days of the signing of the agreement or
  - b) repay your loan in its entirety without incurring extra costs within 14 calendar days of the signing of the agreement.

## 3. What you pay

### Payments

*We make the following agreements about payments:*

- 3.1 You pay us in the currency as documented in your Agreement.
- 3.2 Once your Agreement starts, you will issue a standing order to your bank for the monthly payment of interest and loan principal amount. The bank should be one that is established in the Caribbean Netherlands. You will be required to issue us with proof of this authorization.
- 3.3 Your payment will always go towards paying off the oldest outstanding amount.
- 3.4 Do you have a claim against us, for example because you have overpaid? Then we will deduct this from the next loan payment you owe us.

- 3.5 You agree that we exchange data with your bank. This concerns information about your bank balance and transactions. This applies to your business and your private account.

## 3.6 Costs

*You pay us for our service provision. This service provision consists of:*

- drawing up the Agreement and all the administrative activities this entails;
- the costs we incur for making, adjusting and releasing securities. Indeed, all the assets of your business are our collateral for the duration of the agreement;
- any costs we incur for the provision of guarantees;
- drawing up new agreements in the event something changes in your situation, for example a change in business form or a new Chamber of Commerce number;
- any costs we incur if you fail to meet your obligations, for example expenses for a debt collector or lawsuit;
- any costs we pay for you which we subsequently pass on to you, for example for an insurance you have pledged to us as collateral;
- any costs we incur in the event we have made you an offer to which you do not subsequently agree.

## 4. This will happen if you do not pay in time

- 4.1 If you enter into an Agreement with us, you will have payment obligations. If you fail to meet them, we will send you several payment reminders. You will pay interest on the amount you fail to pay us in time.
- 4.2 If your payment is late, you will be charged additional interest over the arrears. We will also be entitled to charge you a fine in the equivalent amount of \$100 (or an equivalent amount in another currency) for each late payment.
- 4.3 If you still fail to pay after these reminders, we will use a debt collector. Any additional costs will be charged to you in this case.

## 5. Right of amendment

*We may implement changes:*

- 5.1 the (first) due date (this is the day on which we charge interest for the first time);
- 5.2 the settlement period (this is the period over which interest is charged);
- 5.3 the calculation method (this is the way in which we calculate the interest rate that we collect on a monthly basis);
- 5.4 the calculation period of the interest or the management costs (we calculate the interest or the costs for example per month or per quarter).

## 6. If there are several borrowers

- 6.1 Are you concluding an Agreement with one or more borrowers? Then the Loan will be at the disposal of all the borrowers separately. They can also separately perform all the administrative tasks related to the Agreement.
- 6.2 We will provide the person who has applied for the Loan with the relevant information on the Agreement. As borrowers, you will be personally responsible for sharing this information with each other. Each borrower is bound by the information that the other borrower receives.
- 6.3 You are all severally liable. This means that each person will be individually responsible for complying with all the arrangements in the Agreement and these Terms and Conditions. So each person will be individually liable for the entire loan amount. In other words, the Loan does not consist of separate equal parts.
- 6.4 If we conclude an agreement with a legal person, we will ask the director(s) to sign a contract of guarantee for several liability.
- 6.5 We have no obligation to first sell the pledged collateral

before we can hold you liable as a guarantor.  
6.6 In some cases, we ask a private person to co-sign as a guarantor. The conditions applying to this guarantor are the same as the conditions applying to the business guarantor.

6.5 Wij zijn niet verplicht om eerst andere onderpanden te verkopen voordat je als borg aangesproken kunt worden op je verantwoordelijkheid.

6.7 Subrogation as described in article 6:12 Paragraph 1 and 2 of the Dutch Civil Code shall not work to the detriment of our rights. Subrogation is the transfer of a claim to a third party other than by selling the claim..

#### 7. If you want to repay ahead of schedule

*The Agreement specifies the end date of the Loan. However, you are allowed to repay the loan before this date. This applies to the entire amount or to part of the amount. You may do so under the following conditions:*

7.1 You will have to notify us in writing of your intention to repay early, at least one month in advance.

7.2 Do you intend to repay ahead of schedule within the first year of the Agreement? Then you will have to pay penalty interest. Our administrative department will calculate this penalty interest. This penalty interest consists of the difference of the agreed interest rate minus a fixed percentage of 2.75% over the remaining term of the repayable amount.

7.3 Do you want to repay ahead of schedule after the first year of the agreement? Then you will be allowed to repay a maximum of 10% of the original principal sum annually without penalty. Do you want to repay more than 10% of the original principal sum after the first year? Then you will pay penalty interest over the portion that exceeds the limit. This penalty interest consists of the difference of the agreed interest rate minus a fixed percentage of 2.75% over the remaining term of the repayable amount.

7.4 We will charge the penalty interest, as included in this article, for the missed interest. It is in fact a compensation for the financial disadvantage, because you pay off earlier.

#### 8. If something changes in your situation

*Has something changed in your situation? Then you will be required to notify us of this in writing. This is called 'notification obligation'. This includes the following changes:*

8.1 A change of bank account number. You must provide us with the new number and a new proof of the automatic payment order no later than 2 weeks before the change takes effect.

8.2 A change of address and a change of name will be communicated to us no later than 2 weeks after the change.

8.3 Is the legal form of your business going to change? Then you have to notify us no later than 2 weeks after the change.

8.4 Is there a change in the representation in the company or legal entity? Then you inform us at the latest 2 weeks after the change.

8.5 Are you terminating your business? Then you will have to notify us as soon as you have taken this decision. Even if you have notified the Chamber of Commerce of the changes, you will still have an obligation to notify us.

8.6 In the event of personal bankruptcy or bankruptcy of the business with which you are associated. You will inform us within 5 working days.

8.7 In the event you request suspension (this means postponement) of payment. You must notify us as soon as you have made this decision.

8.8 In the event you request amicable or statutory debt restructuring. You must notify us as soon as you have made this decision.

8.9 In the event of marriage in community of property or

under prenuptial agreement.

8.10 In the event your cohabitation agreement is terminated or in the event of divorce.

8.11 You should also inform us of any other changes that could be of importance to the Agreement we have concluded.

#### 9. The right to claim reimbursement immediately

9.1 In some cases we have the right to claim the Loan. The Agreement will continue to exist until all the obligations have been met.

9.2 If you no longer meet the obligations resulting from the Agreement, we have the right to demand the amount you still owe us at once. In addition, we can charge a penalty for the interest that we miss, because the Agreement is terminated earlier. This also applies to the accrued interest. In the following situations we have the opportunity to claim and to charge the fine:

a. In the event you have failed to meet one of the obligations from the Agreement or Terms and Conditions. In this case, you will be served with a notice of default. If you meet the obligation within eight days of having been served a notice of default, the demand for payment will lapse. If you fail to fulfill your obligations within 8 days, we therefore have the right to claim the amount owed and the fine.

b. In the event you are no longer allowed to manage your own finances or assets, for example if you are placed under guardianship or receivership, or if you have gone bankrupt or entered statutory debt restructuring.

c. In the event you move away without notifying the municipality. In the event you no longer manage your business or capital, or if you transfer your assets to another party without reporting this.

d. In the event you cancel the Agreement with us. In this case, we can claim the accrued interest during the notice period of 1 month, plus the amount still due and the fine.

e. In the event you divorce.

f. In the event you have provided us with incorrect data or have concealed important matters regarding yourself, which we find out after we have concluded an Agreement with you.

g. In the event you or a co-borrower dies. In this case, the heirs will be contacted.

h. In the event the life insurance policy agreement that is part of the Financing agreement appears to be void. Or in the event the insurance company makes a payment based on the life insurance policy agreement.

i. Failure to pay the premium of the life insurance policy that is part of the Financing agreement.

j. In the event you terminate your business and/ or your business is removed from the registry of the Chamber of Commerce.

k. In the event you emigrate.

l. In the event the legal form of your business changes, or if the company or legal person changes.

m. In the event you lose your legal personality, or if the authorization of one or more representatives of you as a legal person terminates.

n. In the event the standing order (or automatic payment) is discontinued.

o. In the event you repeatedly use verbal and/or non-verbal aggression or violence against our employees. Qredits disapproves of all forms of violence and aggression against our employees. Qredits has the right to terminate the financing agreement in the event of repeated verbal and/or non-verbal aggression or violence. This means that amounts still owed must be paid and Qredits can charge a penalty for the interest it misses because the agreement is terminated earlier.

9.3 If we use our right to claim the Loan, we will let you know in writing. This indicates the period within which the amount owed and the fine must be paid. This penalty interest consists of the difference of the agreed

interest rate, minus a fixed percentage of 2.75% over the remaining term of the amount to be redeemed.

#### 10. This is how we ensure you will meet your obligations

*You will be required to pledge your business and the associated assets to us as collateral. This is how we ensure you will meet your obligations. This is referred to as undisclosed pledge. We make the following agreements about this:*

- 10.1 We draw up a Deed of Pledge of Assets. In this deed, we will list what is included in the collateral. Sometimes we draw up a Deed of Specific Pledge. This deed will specify the specific details of the assets, such as the registration number of the car that is pledged to us.
- 10.2 Has the provided collateral become insufficient to cover the Loan? Then you will have to personally complement or replace this collateral. We will always request this complementation in writing, stating the reason for the request. We will ensure the size of the required collateral is reasonably proportionate to your obligations. Our Risk department will assess this.
- 10.3 If the pledge also involves one or more transport vehicles, you may not transfer the vehicle to another name without our permission.
- 10.4 Sometimes there is a situation of enforcement of a right of pledge. This means that the assets have to be sold. We are entitled to sell the items privately, so not through auction. We do this in accordance with article 3:251 paragraph 2 of the Dutch Civil Code. We record this in writing as this deviates from the legal requirements. This is specified in article 3:250 and article 3:251 paragraph 1 of the Dutch Civil Code.
- 10.5 We can transfer pledge and mortgage rights to our legal successor. The agreements you have with us are continued by the legal successor as if this organization is Qredits itself.
- 10.6 We can terminate by cancellation - in whole or in part - our pledge or mortgage rights at any time,

#### 11. We can demand the following as collateral

- 11.1 All the assets and the capital of your business serve as collateral to your Agreement. This includes items you already possessed before you concluded the Agreement, or items you purchase after the money you borrowed from us has run out. It also includes the receivables from your debtors. If you consent to this Agreement, you will give us permission to continually renew the right of pledge. In addition, we are authorized to do anything to maintain the pledging.
- 11.2 Once we intend to proceed with sale of the collateral, we will be authorized to notify everybody whom this concerns. This also applies to your debtors.
- 11.3 We are authorized to pledge policies as collateral guarantee somewhere else, with examples including life insurance and/or occupational disability insurance and/or accident insurance policies. You will have an obligation to provide us with all the original policies. The following agreements apply to policies:
  - a. The insurance should be continued for the duration of the Financing agreement in any event; this also applies if the Financing agreement is extended. You will have to ensure punctual payment of the premiums by the expiry dates. Late payment will allow us to pay overdue premiums including any interest for your account;
  - b. We are entitled and authorized to become the beneficiary of your policy. We may subsequently pledge the policy again.
  - c. We are authorized to terminate or repurchase the insurance so that we can pay (part of) your financing agreement. We are authorized to do this until the amount of the agreement has been repaid. The insurance continues to exist in unchanged form, as long as its value is sufficient. This could also occur in deviation from the policy conditions of the relevant insurance.
  - d. We are also authorized to use the amount of a released

insurance payout to repay your financing agreement up to the required amount. We are authorized to request the insurance company to pay out the amount directly to us;

- e. If the financing agreement is repaid, we will no longer be the first beneficiary of the policies. This does not require a legal act.

#### 12. On the checking of data

*It is important for you and us to properly check all the information that we exchange. We are required to do so by the European Investment Fund. We make the following agreements about this:*

- 12.1 If we notice that we have made an error in confirmations, balance statements, invoices or other statements, then we are required to notify you as soon as possible.
- 12.2 As soon as you receive confirmations, balance statements, invoices or other statements from us, you will need to check them immediately.
- 12.3 If you requested confirmations, balance statements, invoices or other summaries from us, then you'll need to immediately check if we sent you the correct summaries. If you noticed an error on our behalf, then let us know immediately. We are required to rectify any errors or mistakes, even if our error were to result in adverse consequences for us. This concerns measures you may reasonably expect from us.
- 12.4 We recommend you keep the Financing agreement and the documentation related to the agreement at least 7 years after the expiry of the Agreement.
- 12.5 We use European Financing Instruments. This means that you automatically give permission to our European financing partners and the European Investment Fund (EIF) to perform checks and request information on your Agreement. This also applies to the officials of our European financing partners, the EIF, the European Court of Auditors (ECA), the Committee and the officials of the Committee including the European Anti-Fraud Office known by the name of OLAF (its officials). It should be allowed that our European financing partners, the EIF, the officials of the EIF, the ECA, the Committee and the officials to perform inspections of your business activities, books and records. These checks may also take place at your office. This means that you would have to grant our European financing partners the EIF, the officials of the EIF, the ECA, the Committee as well as the officials access during normal office hours.

#### 13. On coaching with this loan

- 13.1 In some cases coaching will form part of your agreement. However, we are not responsible for advice provided by the coach. You make your own decisions.

#### 14. On your privacy

*You have concluded a Financing agreement with us. This means that you have provided us with your personal details and business details. We will store this data in our client database and process it so that we can meet our Agreement with you. Our Privacy Statement explains which information we collect, how we handle it, and how your privacy is guaranteed. We will do the following with the data:*

- 14.1 We assess if we can provide you with a Loan. We use data we get from you and from others. We can also use public sources such as public registers, newspapers and the internet. Sometimes we receive data because you have given permission to another party to share information with us.
- 14.2 In order to assess we can give you a Loan or another product, we make analyzes. Sometimes we are obliged to do so. For example, because Dutch or European laws and regulations require that from us.
- 14.3 We will register you with regard to the products you purchase from us and we will process payments if ap-



plicable.

- 14.4 We keep records of our borrowers, guarantor(s) and users of other products offered by us.
- 14.5 We will provide you with information on your product and on other activities or offers from us.
- 14.6 We use European Financial Instruments. Our European financing partners can request information from us about the persons who have received a Loan. The financing partners may do so within the framework of the financing that they make available. If the financing partner asks us for this personal data, we pass it on to the financing partners in charge of the research into the financing. In this information we mention your name, address, your company name and the purpose of the Loan. If necessary, we also pass on other relevant information about you as a recipient of the credit.
- 14.7 If your Financing agreement has also been made possible by a guarantee from a certain authority, we may, insofar as this is necessary, inform this authority and provide personal data, for example if there is a payment arrears.
- 14.8 The European regulation numbered 45/2001 of the European Parliament includes a reference to the processing of personal data by EU institutions. This reference specifies that the EU is authorized to request data from us on individuals who have received a Loan. The EU is authorized to do this within the framework of the guarantee it makes available in certain cases. If the EU requests this personal data from us, we will pass it on to the EU institution that is responsible for the investigation into the guarantee. This information will include your name, address, company name and the purpose of credit provision. We also pass on any other relevant information regarding you as recipient of the Loan to the European financing partners, the EIF and/or the Committee.
- 14.9 The Committee will store all the personal data we pass on to the EIF and/or the Committee up to five years after the expiration date of the Loan term or after the Loan has been repaid in full.
- 14.10 You can ask the EU institution questions about the verification, correction, removal or amendment of the data they have received. You can direct these questions to the EIF or the Committee via one of the following addresses:

European Investment Fund  
FAO debt services – portfolio guarantees  
37B Avenue J.F. Kennedy  
L-2968 Luxembourg

Europese Commissie  
FAO Head of Unit L2-EIF Programme Management  
Directorate General Economic and Financial Affairs  
L-2920 Luxemburg

If you have a complaint about the way in which the EIF or the Committee has handled your personal data, then you can submit a complaint to:

European Data Protection Supervisor  
Wiertzstraat 60  
B-1047 Brussels Belgium

- 14.11 If you have a complaint about the way in which we have handled your personal data, you can submit a complaint via the complaint form on our website.
- 14.12 We will make every possible effort to process and store your data in a secure manner. We cannot be held liable for any damages as a result from you having sent us your personal data or business details.

## 15. Other issues

*Finally, there are a number of issues that are important to know that you will find in this final provision.*

- 15.1 We assume that you comply with all laws and regulations that apply to you.
- 15.2 Our company has intellectual property that belongs to us and bears our name. The relevant property right lies with us and our licensors. You are not allowed to copy or film this material, nor distribute it digitally or disclose it without our written permission.
- 15.3 If we will be taken over by another business, you will agree to the Agreement, including everything that is associated with it, being transferred to this other business.
- 15.4 In the event of 'conflict' – provisions in this Financing agreement conflicting with items from these Terms and Conditions – the provisions from the Financing agreement will take precedence.
- 15.5 In the event of any shortcomings, we can only be held liable if we do not honor the agreements. We cannot be held liable in case of force majeure. In the following cases, we cannot be held liable:
- 15.5.1 international conflicts;
  - 15.5.2 violent or armed actions;
  - 15.5.3 government measures;
  - 15.5.4 measures by supervisory bodies;
  - 15.5.5 boycotts;
  - 15.5.6 work disruptions among our staff or among staff of companies with which we cooperate;
  - 15.5.7 disruptions in electricity, communication links or in our equipment or software or in that of companies with which we cooperate.
- 15.6 You can grant us power of attorney to perform certain legal acts for you. We can also transfer this power of attorney to another party. If we are given this power of attorney, you will remain personally responsible. In the meantime, we will retain our rights and powers. You have pledged the rights to us. We are authorized to do everything you could have done as well if you had not pledged these rights to us. Once you have granted us power of attorney, you have transferred the rights to us.
- 15.7 We have no obligation to exercise the rights you have transferred to us. We also cannot be held liable for the enforcement or the full exercising of these rights.
- 15.8 We have partnerships with other parties that provide financing on our behalf. These Terms and Conditions also apply to financing supplied by us on behalf of these parties.
- 15.9 We can amend these Terms and Conditions at any time. We shall inform you of the amended Terms and Conditions. We shall indicate you from which date the amended Terms and Conditions shall apply to the current Agreement.
- 15.10 You can submit a complaint by telephone or online via the complaint form on our website. We will take your complaint very seriously and will look for a solution together. After receiving your complaint, we will contact you within 10 working days.