

Service Agreement

This Service Agreement is concluded on _____ between the Consultant, _____ representing myStudentFinance, registered with the Dutch Chamber of Commerce (KvK) under number 90722558, having its registered address at Gasthuisring 14-22, 5041 DS, Tilburg, the Netherlands,

and an individual, _____, BSN _____, born on _____, reachable via email _____ and telephone _____ (the “Client”). The Consultant and the Client are hereinafter jointly referred to as the “Parties” and individually as a “Party”. Now, in mutual consideration, the Parties agree as follows:

1. Engagement of Consultant

A) The Client engages the Consultant for a period of 20 weeks to provide services regarding student finance applications to Dienst Uitvoering Onderwijs (later referred to as DUO) in the Netherlands. Both parties agree to this engagement.

B) This Agreement will automatically terminate when all components of the student finance application, as applied for by the Consultant on behalf of the Client, have been successfully processed, approved, and invoiced. However, if any component of the student finance application remains under processing (e.g., Supplementary Grant), the Agreement will not be deemed fully terminated, and the Client’s obligations under the Agreement, including compensation for the pending component, will remain in effect until the final decision is issued by DUO and processed by the Consultant.

- Article 5B outlines the objective criteria for service milestones.
- For clarity, the Consultant retains the right to invoice and seek compensation for services related to components that are successfully approved and processed, even if other components remain pending.
- The Client acknowledges that partial completion of services does not eliminate their obligations under this agreement for components still under processing.
- Client obligations extending beyond the Agreement do not imply that the full provision of services has not been performed. The full provision of services is considered performed once all applications for each component of student finance have been successfully completed by the Consultant on behalf of the Client, as confirmed by submission records and communications with DUO.

2. Scope of Services

A) Comprehensive PDF eBook Guide titled “The Definitive Guide to Dutch Student Finance for EU Students: the Client will receive a detailed PDF guide via email, which provides essential information on applying for student finance. This guide includes:

- Eligibility requirements for student finance.
- A step-by-step breakdown of the application process. This process is further defined under B.
- Guidance on securing a work contract and understanding income requirements.

Acknowledgment of Value: The Client acknowledges the significant value and effort put into creating this guide. It is understood that this guide is a unique and proprietary work of the Consultant, protected under Dutch Intellectual Property Law (Auteurswet). ‘Value and effort’ means the following:

- Step-by-step instructions tailored to international students applying for Dutch student finance;
- Pre-filled templates and form examples (e.g., employment declaration, proof of income, etc.);
- Detailed explanations of DUO requirements, common mistakes, and how to avoid them;
- Up-to-date eligibility criteria and financial thresholds;
- Curated FAQs and troubleshooting tips based on real case scenarios;
- Guidance on required documents and how to obtain them.

B) Personalized Advising: The Consultant will offer personal advice to the Client on matters related to student finance via email, WhatsApp, or phone. This includes responding to any queries and providing customized guidance.

C) Application Assistance: Upon the Client’s DigiD authorization, the Consultant will handle the entire application process, including: Using DigiD authorization to manage the Client’s affairs online, in full compliance with the Client’s instructions and the relevant Dutch Data Protection Laws (Uitvoeringswet AVG).

D) Intellectual Property Rights: The Client recognizes that the materials and advice, including the PDF guide, are the intellectual property of the Consultant, protected under the Dutch Auteurswet (Copyright Law). The Client agrees not to reproduce, distribute, or use these materials beyond the scope of this Agreement without the Consultant’s explicit consent.

3. Fees

A) Basis of Fee Structure:

- The Consultant operates on a "no cure, no pay" basis. This means that fees are charged only when the Client successfully receives student finance through DUO. As outlined in Article 5, certain fees may be applicable

under exceptional circumstances, particularly if the client violates the terms of the agreement. In those cases the no cure, no pay policy does not apply.

- The Client agrees to pay the Consultant a fee of 59.99% (incl. VAT) of the initial student finance payout received from DUO for services rendered. This fee calculation will be applied to the approved components of the student finance, which include the Supplementary Grant, Basic Grant, Loan, and Tuition Fees Loan.
- In the event of a successful application for Dutch student finance, the client agrees to a flat charge of €200 (incl. VAT) for the purchase of a digital publication (eBook) titled “The Definitive Guide to Dutch Student Finance for EU Students”. This eBook provides standalone, self-contained guidance on navigating the application process and is delivered electronically as a downloadable PDF. It is invoiced separately from any consulting or application support services.
- The €200 eBook charge (incl. VAT) will be deducted from the total amount owed under the standard 59.99% (incl. VAT) success-based service fee, applied to the first student finance payout. Invoices will clearly distinguish the eBook and consulting components as separate items, each with their applicable VAT rate and amount. The client retains the right to access and use the eBook regardless of whether additional consultation is provided.
- The Consultant reserves the right to issue invoices for each processed and approved component of the student finance application, provided that the total cost is disclosed upfront in the service agreement. No additional invoices will be issued beyond the agreed pricing structure.

B) Definition and Calculation of Payout: A 'payout' for the purposes of this agreement is defined as any sum of money designated for the Client by DUO as part of the student finance process, encompassing all relevant components of student finance. In cases where the payout includes back payments for previous months, the fee will be calculated on the total cumulative payout, covering both current and retrospective amounts attributed to the Client by DUO. The first payout may consist of one or more components, including both repayable and non-repayable components. If one or more student finance components are missing from the initial first payout, but are later approved and paid out in a subsequent payout relating to the same contract between Consultant and the Client, that subsequent payout shall also be considered part of the first payout for the purposes of this Agreement, and the fee structure under this Agreement shall apply accordingly.

C) Scope of Fee Application:

The 59.99% (incl. VAT) fee applies only to the first payout as defined in Article 3B, including any subsequent payout that is deemed to form part of the first payout under Article 3B. No fee shall apply to later DUO payouts that fall outside that definition.

A separate fixed fee of EUR 79.00 (incl. VAT) will be charged for assistance with the student travel product application, which is a standard charge.

Example Calculation: if the Client receives a first payout of EUR 1,000.00, the 59.99% fee amounts to EUR 599.90 (incl. VAT). This fee includes the eBook fee where applicable. If the student travel product fee of EUR 79.00 also applies, the total amount payable is EUR 678.90 (incl. VAT).

D) Payment Terms: Fees are due within seven (7) days of the Client's receipt of the grant, loan funds, or student travel product. All prices listed are either exclusive or inclusive of VAT (21% in the Netherlands) for B2B transactions. For B2C transactions, the VAT-inclusive price is always shown at the time when consumers sign up and accept the terms.

E) Fees deducted or invoiced are final and non-refundable once services are successfully rendered. However, if the service is not provided as agreed due to reasons attributable to MyStudentFinance, a partial refund may be granted.

F) The Client should review each invoice upon receipt. Any objection to (a part of) an invoice must be submitted to MyStudentFinance in writing, with a sufficiently substantiated explanation, within thirty (30) days after the invoice has been sent to the Client. If the Client does not submit a written objection within that 30-day period, the invoice shall be deemed accepted for contractual and evidential purposes. This is without prejudice to any mandatory rights of the Client under Dutch or EU law. Any undisputed part of the invoice shall remain fully payable within the agreed payment term. The submission of an objection shall not in itself automatically invalidate the Client's obligation to pay the invoice. Upon review by the Consultant, the objection may be determined to be unfounded, in which case the invoice shall remain fully due and payable and no refund shall be due.

4. Responsibilities of Each Party

A) By entering this consultancy agreement, the Client acknowledges and consents to the Consultant's authority to act as their representative when submitting applications for grants and loans to DUO.

B) The Client acknowledges and understands that Dutch student finance may include both non-repayable and repayable components, including but not limited to basic grant, supplementary grant, interest-bearing loan, tuition fees loan, and student travel product. The Client further acknowledges and understands that any repayable component, including the interest-bearing loan and tuition fees loan, constitutes a debt owed by the Client to DUO and may be subject to repayment and interest in accordance with DUO rules and applicable law.

C) In cases where the Client has provided explicit checkbox consent (see Appendix 1), the Consultant may, as part of the application strategy relating to the supplementary grant, submit or maintain an application for an interest-bearing loan or / and tuition fees loan in an amount corresponding to the current maximum amount of the supplementary grant: max. €491.08 per month. The Client acknowledges and understands that this may function as a temporary advance mechanism while DUO is still assessing and processing the supplementary grant application. If

the Client has not yet submitted the supplementary grant documentation, but has provided consent for the temporary loan application explicitly via the checkbox (see Appendix 1), it is possible to apply for this advance before the supplementary grant application and documents have been sent to Consultant or submitted to DUO. When DUO subsequently grants the supplementary grant, amounts granted for past months may be converted into, credited against, or otherwise offset against the previously granted interest-bearing loan, in accordance with DUO rules and procedures. In such cases, any agreed service charge relating to that amount shall be charged only once, either from the temporary advance loan payout or later from the supplementary grant payout, and not from both. The Client acknowledges that such conversion, crediting, or set-off is not guaranteed and remains subject solely to DUO's assessment, processing, and final decision.

D) Any repayable student finance component granted by DUO, including interest-bearing loan and tuition fees loan, is solely a legal and financial obligation between the Client and DUO. MyStudentFinance does not provide credit, is not a lender, is not a party to any DUO loan agreement, and is not responsible for repayment, interest, recovery measures, set-offs, or other consequences resulting from DUO's decisions concerning repayable student finance components.

E) The Client can, via checkbox (see Appendix 1), select which student finance components the Client wishes MyStudentFinance to apply for. Any later instruction to amend a selection for a specific student finance component after checkbox selection must be communicated clearly in writing before submission of the relevant application. If the preference change is provided after submission, the component will be cancelled from the earliest possible date; however, the first payout will still be due and the charge will apply.

F) The Client agrees to provide the Consultant with their personal information, which will be used for completing the application process. This includes, but is not limited to:

- Filled Student Finance Application Form: The completed form for applying for student finance through DUO.
- Income Form for Supplementary Grant Application: Any forms or documentation required to apply for supplementary grants, including details of the Client's or their family's income.
- Work Contract: A copy of the Client's current work contract if applicable, which is essential for certain types of student finance applications.
- Payslips and Bank Statements: Recent payslips and bank statements to provide proof of income and financial status.
- Enrollment Certificate: An enrollment certificate from a Dutch educational institution to confirm the Client's student status.
- Recent Communication with DUO: Copies of any recent correspondence or communications with DUO that are relevant to the student finance application.

- ID card copy

G) The Consultant will handle this data in compliance with Dutch law, specifically with Article 6 of the General Data Protection Regulation (EU) 2016/679, and will not share it with third parties other than those specified in the Privacy Policy (<https://mystudentfinance.eu/home/privacy-policy-studentfinance/>) without the Client's explicit consent.

H) The Client commits to promptly providing the Consultant with any necessary documentation confirming the amounts of student finance granted to them by DUO (e.g., letters, screenshots, or emails). This documentation is vital for accurately calculating the fees for the services provided. Failure to adhere to the request for providing necessary documentation within seven (7) days will result in an adjustment to the fee calculation. In such cases, the base for calculating the fee will be assumed to be the median amount typically charged to our clients, which is EUR 450.00 (incl. VAT). This adjustment is implemented to preserve fair pricing and ensure consistency in our fee structure.

I) The Client is encouraged to secure a valid work contract in the Netherlands within one (1) month of signing this Agreement. If the Client does not obtain a work contract within this timeframe, MyStudentFinance may offer guidance on alternative solutions. Any fees for services already rendered remain due, provided these services have been clearly detailed in advance.

J) The Client affirms that they hold a valid passport from the European Union, European Economic Area, or the United Kingdom. Furthermore, the Client commits to filling in the form truthfully and providing authentic documents, including the enrollment certificate from a Dutch university. If the Client does not meet these stipulations, this Agreement will be automatically dissolved within a seven (7) day timeframe. In such cases, the Client will be charged for services rendered, as stipulated in Article 5, Point B.

K) Provision and Authentication of DigiD Authorization: The Client agrees to provide and authenticate a DigiD authorization (Machtigen), which is essential for verifying and tracking the progress of their student finance application. This requirement is mandatory irrespective of whether the Client opts to apply personally using the provided guide or prefers the application to be handled directly by MyStudentFinance. The Client is responsible for authenticating the DigiD authorization in a timely and accurate manner. This authentication process is a critical step that enables MyStudentFinance to access and manage the Client's application status and related affairs with DUO.

L) If the Client fails to provide the required documents or to provide and authenticate a DigiD authorization (Machtigen) within fourteen (14) days of a written request from the Consultant, the Consultant reserves the right to terminate the Agreement. In such cases, the Consultant will charge fees based on the scope of services rendered up to that point, as outlined in Article 5. The Client acknowledges that this provision ensures fairness and prevents unreasonable delays in the application process.

M) The Client remains responsible for reviewing DUO decisions, payment overviews, messages, and notifications made available to the Client. The Client must notify MyStudentFinance in writing of any objection relating to an

application submitted on the Client's behalf within fourteen (14) days after submission, and in any event no later than fourteen (14) days after receiving the relevant DUO decision or payment notification. Failure to raise such objection within that period shall constitute strong evidence that the Client accepted the application as submitted, without prejudice to any mandatory rights the Client may have under applicable law.

5. Default and Termination

A) Termination Due to Client's Breach:

If the Client breaches any provision of this Agreement, the Consultant has the right to terminate the Agreement immediately by written notice, in accordance with Article 6:265 of the Dutch Civil Code. In such cases, the Client is required to compensate the Consultant for services rendered up to the termination date. Any additional claims for damages shall be assessed based on applicable legal principles and reasonableness.

B) Termination by Client and Corresponding Fees:

If the Client terminates the Agreement, termination fees shall apply based on the extent of services provided. These fees reflect the time, effort, and resources invested by the Consultant. The termination fees are structured as follows:

- After Receiving Application Guide: €200 (incl. VAT) if termination occurs after the delivery of the application guide via email but before any further consultancy actions or applications have taken place. A discount of up to 75% can be applied to this rate in certain situations.
- After Initial Service Engagement: €300 (incl. VAT) if termination occurs after active service engagement, including the submission of application to DUO by the consultant, **or** scheduling calls, **or** sending personalized instructions to the Client regarding next steps.
- After Partial Approval of Student Finance: €450 (incl. VAT) if termination occurs after at least one component of student finance (e.g., Basic Grant, Supplementary Grant, Loan, or Tuition Fees Loan) has been successfully approved, and other components are still under processing. The charge for the approved component is due separately based on Article 3.
- After Full Service Provision: The termination fee is equal to the fees outlined in Article 3, based on the first payout received by the Client. Full service provision is considered complete when all applications for each component of student finance have been successfully initiated by the Consultant on behalf of the Client, as confirmed by submission records, confirmation emails sent to the Client

These fees correspond to the Consultant's effort, resources, and time invested up to the point of termination and are payable upon termination.

C) Client's Right to Withdraw

The Client may terminate this Agreement within 14 days in accordance with the right of withdrawal under Directive

2011/83/EU and Article 6:230o of the Dutch Civil Code.

By agreeing to these terms, the Client explicitly requests immediate commencement of services within the withdrawal period and acknowledges that withdrawal will result in payment for the proportion of services already provided.

If the service is fully performed within this period, the right of withdrawal is lost (Article 16(a) of Directive 2011/83/EU and Article 6:230p of the Dutch Civil Code). Any refunds due shall be processed within 14 days of withdrawal notification.

D) If the Client fails to pay fees within seven (7) days after notification, the Consultant reserves the right to charge statutory interest and reasonable collection costs, in accordance with Dutch law. For Consumer Clients, a statutory 14-day reminder period will be observed before collection costs are applied, in line with the Wet Incassokosten.

E) If the Client terminates this Agreement before all components of the student finance application are processed, the Consultant reserves the right to invoice for all services rendered up to the date of termination. This includes, but is not limited to, completed application components, consultations provided, and administrative efforts. The Client acknowledges that partial completion of services is compensable and agrees to settle any such invoices within seven (7) days of receipt.

F) No termination fee will be charged if the Client cancels within the legal cooling-off period **and** no services have been delivered.

6. Limitation of Liability

A) The Consultant shall not be liable for any losses, delays, damages, or adverse outcomes arising from circumstances beyond the Consultant's reasonable control or from decisions or actions of DUO or any other public authority, or from other situations expressly excluded under this Agreement, including but not limited to the following:

- **Application Processing Delays or Errors:** This includes issues with DUO's processing systems, policy changes, administrative backlogs or delayed replies.
- **Government Decisions:** The Consultant is not liable for any refusal, reduction, amendment, suspension, withdrawal, recovery, audit outcome, objection decision, appeal outcome, or other substantive decision made by DUO or any public authority.
- **No Guarantee of Outcome:** The Consultant does not guarantee approval, amount, continuation, timing, conversion into gift status, or retention of any Student Finance Component. All decisions remain solely with DUO and the applicable legal framework.
- **Repayment Responsibility:** Any repayable student finance component, including the regular DUO loan and tuition fees loan, constitutes a debt solely between the Client and DUO. The Consultant is neither the lender

nor the borrower and is not liable for repayment obligations, interest, collection, set-off, or any other debt-related consequences.

- **Banking System Failures:** Errors or delays caused by third-party payment processors or banking institutions, including incorrect IBAN provided by the Client.
- **Client-Provided Information and Client Non-Compliance:** any delay, rejection, error, or adverse consequence resulting from inaccurate, incomplete, misleading, or late information, documents, instructions, confirmations, or responses provided by the Client, or from the Client's failure to comply with this Agreement or applicable requirements.
- **Third-Party Services:** The Consultant is not liable for failures, delays, data transmission issues, outages, or errors caused by third-party software, hosting providers, e-signature tools, communication platforms, payment providers, or external advisors not under the Consultant's direct control.
- **Force Majeure Events:** acts of God, natural disasters, pandemics, epidemics, war, terrorism, civil unrest, strikes, labor disruptions, government measures, power failures, or any other unforeseen circumstance beyond the Consultant's reasonable control.

B) Cap on Liability: The liability of the Consultant is limited to the total fees paid by the Client for the services under this Agreement, except in cases of willful misconduct or gross negligence. The Consultant shall not be liable for any indirect, consequential, or incidental damages, unless required by mandatory law.

C) No Liability for IBAN Usage: The Consultant shall not be liable for any losses or disputes arising from the modification or use of IBANs, provided such actions are carried out in accordance with the terms of this Agreement and applicable laws. This limitation does not apply in cases of willful misconduct, gross negligence, or non-compliance with regulatory obligations by the Consultant.

D) Excluded Damage Categories: The Consultant shall not be liable for indirect, consequential, incidental, special, reputational, or non-material damage, including lost opportunities, loss of income, loss of expected grants, financing costs, or distress, except to the extent such exclusion is not permitted by mandatory law.

E) No Liability for Authorised Application Strategy and DUO Actions: The Consultant shall not be liable for any losses, damages, debts, repayment obligations, set-offs, recoveries, delays, refusals, amendments, withdrawals, or other adverse consequences arising from or related to the performance of the services authorised under this Agreement, including but not limited to:

(i) the submission, maintenance, amendment, or withdrawal of applications for student finance;

(ii) the application strategy selected or implemented by the Consultant, including the strategy described in this Agreement concerning temporary loan components, supplementary grant advances, conversion, crediting, or set-off;

- (iii) any debt or repayment obligation arising from repayable student finance components applied for under this Agreement;
- (iv) the use of the Client's DigiD authorisation by the Consultant within the scope of the authority granted;
- (v) communications with DUO on behalf of the Client;
- (vi) changes to the Client's details, preferences, or application settings in Mijn DUO or any related DUO system; and
- (vii) any other action lawfully taken by the Consultant within the scope of this Agreement and the authority granted by the Client. This exclusion shall not apply in cases of proven wilful misconduct, gross negligence, or unlawful acts of the Consultant outside the scope of this Agreement.

F) Mandatory Law: Nothing in this Agreement excludes or limits liability to the extent such exclusion or limitation is prohibited by mandatory law, including liability arising from wilful misconduct or deliberate recklessness where such limitation is not legally permitted. Exclusions do not apply in cases of proven willful misconduct or gross negligence by the Consultant.

7. Governing Law and Jurisdiction

A) Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

B) Any dispute, controversy, or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be resolved in the competent courts of 's-Hertogenbosch (Den Bosch) or any other court within Dutch jurisdiction selected by myStudentFinance or its representatives.

8. Entire Agreement

A) This Agreement constitutes the entire understanding of the parties and supersedes all prior negotiations, understandings and agreements between the parties with respect to the subject matter of this Agreement.

B) Before initiating court proceedings, the Client shall first submit the complaint or dispute to MyStudentFinance in writing and allow a reasonable period for review and response. The parties shall then attempt in good faith to resolve the matter amicably and may, by mutual agreement, refer the matter to mediation. Nothing in this Agreement shall be construed as excluding or hindering the Client's right to take legal action or exercise any legal remedy available under mandatory law.

9. Execution

- A) This Agreement may be executed in counterparts and may be signed electronically. The parties hereto agree that the electronic signatures shall have the same force and effect as if the signatures were original.
- B) If any provision, subpoint, or article of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity shall not affect the remaining provisions, which shall remain in full force and effect and be binding upon the parties.

10. Authorization to Use IBAN for Fee Withholding

- A) IBAN Authorisation: the Client hereby expressly authorises MyStudentFinance to use and enter the IBAN (International Bank Account Number) provided by the Client into the DUO system for the purpose of applying for and processing student finance. If necessary for the execution of the agreement, MyStudentFinance reserves the right to use an alternative IBAN belonging to MyStudentFinance or a third party designated by MyStudentFinance (e.g. payment processor), solely for the purpose of handling the fee and costs. This will only take place in compliance with applicable laws and regulations, including the General Data Protection Regulation (AVG).
- B) Disbursement to the Client: within a period of thirty-one (31) days after receipt of the first payment from DUO, MyStudentFinance will transfer the remaining amount - after deduction of agreed fees and any applicable costs - to the bank account number specified by the Client. Simultaneously, the Client will receive an itemised overview of the deductions and the remaining balance, provided by e-mail.
- C) Schedule of deductions: the statement of deductions referred to in section B will be provided no later than the said 31-day period.
- D) Security and data protection: MyStudentFinance will ensure the secure processing, storage and transfer of the Client's IBAN, as well as any alternative IBANs used in the context of this agreement. These actions are carried out in accordance with Dutch privacy legislation and the AVG.
- E) Indemnification and authority to change IBAN: by accepting this agreement, the Client acknowledges and agrees that MyStudentFinance is entitled, solely for the purpose of executing the agreement, to change or replace the specified IBAN. MyStudentFinance cannot be held liable for the use of an alternative IBAN, provided this is done within the framework of this agreement and in compliance with the applicable laws and regulations.
- F) Obligations of the Client: the Client is responsible for providing a correct, valid and active IBAN. If the IBAN changes during the term of the service, the Client must notify MyStudentFinance in writing without delay. In case of negligence, MyStudentFinance is not liable for erroneous or delayed payments.

G) Failed debit: If an automatic deduction via the specified IBAN is unsuccessful for reasons beyond MyStudentFinance's control (such as insufficient balance or incorrect IBAN), the Client undertakes to pay the amount due manually within seven (7) days of receiving a payment request.

11. Signatures

A) The client's signature was obtained via Jotform Sign, a digital signature service provider. The audit trail, including the signee's IP address, date and time of signing, submission ID, and submission email, is available either directly within the signed document or separately upon request. A corresponding digital audit trail is not required for the Consultant's signature, as its presence alone is sufficient.

B) The Client acknowledges that digital records maintained by MyStudentFinance and/or its service providers, including signed agreements, checkbox selections, timestamps, IP logs, submission IDs, confirmation emails, WhatsApp or email confirmations, and related audit trails, may be relied upon as evidence of the Client's authorization, acknowledgements, instructions, acceptance of terms, and receipt of invoices.