



# Outsourcing Policy

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**PREPARED BY**

DMA Europe B.V.

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## Outsourcing Policy

Outsourcing Policy of DMA Europe B.V.

### General

DMA Europe B.V. (DMA EU) holds a licence as an investment firm and is subject to the Dutch Financial Supervision Act (Wft). The rules on a controlled remuneration policy apply to all natural persons who work for, or under the responsibility of, a financial undertaking with its registered office in the Netherlands. DMA EU operates under various trade names including Today's Wealth Management, Noble & Partners, Easybroker, DMA One and, formerly, also Fountain Capital, Mijn Effecten, Today's Group and Vladeracken Vermogensbeheer.

In this document, DMA EU explains the manner in which it:

- When it calls upon third parties, takes reasonable measures not to increase operational risk unnecessarily;
- Ensures that the outsourcing of important tasks does not materially impair the quality of its internal control or the ability of the supervisory authority to verify that the firm complies with all its obligations;
- Exercises the necessary skill, care and diligence when entering into, managing, or terminating an agreement for the outsourcing of critical or important operational tasks.

### DMA EU's services

DMA EU's services consist of the provision of investment services, namely the receipt, the management of individual assets and the provision of investment advice (Art. 2:96 Wft), as well as the provision of the service of safekeeping securities (via Stichting Beleggersgiro DMA).

### Objective

In view of the importance to DMA EU of controlled and sound business operations, outsourcing arrangements within DMA EU receive continuous attention. It is a requirement of DMA EU that contracting parties meet the service levels set by DMA EU. This policy document is an elaboration of the frameworks that DMA EU sets for the control of outsourced operational tasks.

### Legal framework and DMA EU policy framework

The legal framework consists of both European and national regulations on outsourcing. The following provisions are relevant to this policy document:

#### Markets in Financial Instruments Directive II (MiFID II)

Art. 16(5) MiFID II on the reasonable measures not to increase operational risk unnecessarily and not to impair the quality of internal control. On adequate internal control mechanisms and effective risk assessment procedures.

Section 2 of the MiFID II Delegated Regulation on outsourcing.

#### Dutch Financial Supervision Act (Wft) and Decree on Conduct of Business

##### Supervision of Financial Undertakings under the Wft (Bgfo)

Art. 4:16 Wft on the requirement that the financial undertaking ensures that the service provider complies with the rules applicable to the financial undertaking.

Chapter 6 Bgfo on the outsourcing of activities.

### Policy review

The review of the policy takes place in response to identified shortcomings or deficiencies relating to the sound conduct of the business, and will lead to appropriate adjustment. An annual review also takes place by the Compliance Officer. The policy is adopted by the management board.

## Outsourcing

Outsourcing is the granting by a financial undertaking of an assignment to a third party to perform, on behalf of that financial undertaking, activities:

- Which form part of, or arise from, the conduct of its business or the provision of financial services; or
- Which form part of the essential business processes in support thereof.

The outsourcing of important operational tasks may not materially impair the quality of its internal control or the ability of the supervisory authority to verify that the firm complies with all its obligations.

An operational task is regarded as critical or important if a defective or inadequate performance of it would have material adverse consequences for the continued compliance by an investment firm with the conditions of and obligations attached to its licence, or with other obligations to which it is subject, or for its financial results or for the soundness or continuity of its investment services and activities. The provision of advice and other services that do not form part of the firm's licence-requiring services, such as legal advice or staff training, are not regarded as outsourcing.

## Control of outsourcing

In the event of outsourcing, DMA EU remains fully responsible for the fulfilment of all its obligations.

DMA EU exercises the necessary skill, care and diligence when entering into, managing or terminating an agreement for the outsourcing of critical or important operational tasks to a service provider, and takes the necessary steps to ensure that the following conditions - required by law - are met.

- The service provider has the skill, capacity, sufficient resources, an appropriate organisational structure to support the performance of the outsourced tasks, and any licence required by law to perform the outsourced tasks in a reliable and professional manner. The selection of the service provider is made with care and with due regard for any risks. This requirement is incorporated into DMA EU's procedures;
- The service provider actually performs the outsourced services with due observance of the applicable statutory and administrative regulations;
- The service provider exercises adequate supervision over the performance of the outsourced tasks and manages the risks associated with the outsourcing in an adequate manner, and reports this periodically to DMA EU;
- The service provider notifies DMA EU of any development that may have a material impact on its ability to perform the outsourced tasks efficiently and with due observance of the applicable statutory and administrative regulations;
- The service provider cooperates with the competent authorities of DMA EU in respect of the outsourced tasks;
- The service provider protects all confidential information about DMA EU and its clients;
- The service provider commits to the right of investigation and right of inspection of our supervisory authority/authorities, such as the AFM, at the service provider in relation to the activities of DMA EU, without consent being required from DMA EU for this purpose;
- Specifically for the purposes of DORA, the service provider grants a right of inspection of all information relevant to ICT risks, including:
  - a) security measures;
  - b) incident records;
  - c) contingency and recovery arrangements;
  - d) subcontractors (sub-outsourcing);
  - e) test results (BCP, DR, penetration tests where applicable);
- If the service provider makes use of sub-outsourcing, it must be contractually guaranteed that the same audit, access and inspection rights apply at the sub-contractor and that supervisory authorities can also obtain access there.

In addition, DMA EU applies its own defined criteria, namely:

- The service provider is demonstrably financially sound;
- The service provider has a good reputation. Information on this is obtained from public sources, enquiries within the network, and knowledge of key figures within the organisation;
- The service provider has the required operational and technical skills, quality standards and competences;
- The service provider has an adequate code of conduct;
- There is no (possible) conflict of interest.

## Procedures for outsourcing

### Requirements for the agreement

- Every outsourcing is recorded in a written agreement and recorded in the outsourcing register;
- DMA EU can, where necessary, terminate the outsourcing agreement with immediate effect where this is in the interest of its clients, without this having adverse consequences for the continuity and quality of its services to clients. This can be found in the termination clause of the contract;
- DMA EU, its accountants and the relevant competent authorities have effective access to the data on the outsourced tasks and to the relevant business premises of the service provider where necessary for effective supervision;
- In addition, supervisory authorities have the right to carry out investigations at the service provider;
- The agreement clearly demarcates the respective rights and obligations between the service provider and DMA EU;
- The service provider can and will enable DMA EU to continue to comply with the laws or regulations in force, or by virtue thereof;
- The agreement states a market-conform price, with costs broken down by activity;
- The arrangements in the agreement are specific, measurable, acceptable, realistic and time-bound;
- The service provider may not outsource its activities to a third party without the written consent of DMA EU;
- The service provider agrees that DMA EU makes available to the competent authority all information it needs to be able to exercise supervision over compliance in the performance of the outsourced tasks;
- The agreement adequately governs liability for the outsourced activities;
- The agreement contains the consequences of non-performance of the agreement by the service provider;
- The agreement contains arrangements on the manner in which it is ensured that DMA EU can perform the activities itself or have them performed by a third party;
- The agreement provides that the service, where it concerns an outsourcing that cannot be absorbed directly by DMA EU, in any event provides for a minimum notice period for the service provider of one year;
- Contracts may not contain provisions that:
  - a) restrict supervisory access;
  - b) delay or block audits;
  - c) make inspection dependent on NDAs that frustrate supervision.

Expressly, the following applies here: supervision takes precedence over commercial confidentiality.

### Monitoring

- DMA EU has established methods and procedures to assess the performance level of the service provider and to test the services provided by the service provider on an ongoing basis. This monitoring is incorporated into DMA EU's procedures. Outsourcing arrangements are kept in the Outsourcing register; critical IT outsourcing arrangements are also kept in the DORA register;

- Appropriate action is taken if it emerges that the service provider does not perform the tasks efficiently and with due observance of the applicable statutory and administrative requirements;
- DMA EU effectively supervises the outsourced tasks or services and manages the risks associated with the outsourcing, and to this end DMA EU retains the necessary expertise and resources to effectively supervise the outsourced tasks and to manage those risks;
- The focus here is mainly on monitoring changes occurring at the service provider, such as changes in ownership, strategy or profitability.

### **Continuity**

- DMA EU and the service provider have established, implemented and maintained a contingency plan that provides for disaster management and for periodic verification of the back-up arrangements where this is necessary in view of the outsourced function, service or activity;
- DMA EU has ensured that the continuity and quality of the outsourced tasks or services are maintained even in the event of the termination of the outsourcing, either by transferring the outsourced tasks or services to another third party, or by performing them itself. This is likewise incorporated into DMA EU's procedures.

### **Notification obligation and registration with the AFM**

As a licence holder, DMA EU is obliged to register every outsourcing agreement in the portal made available for this purpose by the AFM. This takes place under the responsibility of the Operational Director. The registration is recorded in the minutes of the (bi-monthly) board meeting.

The technical procedure for submitting outsourcing reports can be found in the document 'Handleiding-uitvraag-uitbesteding-bobi.pdf', as recorded in the firm's 'AO/IC folder, sub Outsourcing Reporting'.

Signed following approval at the board meeting of May 2026.

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