

**Service guide with privacy policy and General Terms and Conditions Stephania  
Finance - Financieel Zeker**

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Finance - Financieel Zeker**

**Contact details**

- Stephania Finance - Financieel Zeker
- Address: Boterpolderstraat 15 2493 XM 's-Gravenhage
- Telephone: 085-4015096
- E-mail: [info@stephaniafinance.nl](mailto:info@stephaniafinance.nl)
- Internet: [www.stephaniafinance.nl](http://www.stephaniafinance.nl)
- Trade register number: 83369201
- AFM license number:12016626

**Business Hours**

9 a.m. to 5 p.m. during working days. Outside office hours by appointment only.

**Affiliated Institution with the Central Organization of Financieel Zeker**

As an Affiliated Institution, our organization is affiliated with the Central Organization of Financieel Zeker in the Netherlands within the framework of the Wft (Financial Supervision Act) and registered as such in the register of the AFM ([www.afm.nl](http://www.afm.nl)). This means that all advice in the field of financial products and mediation in financial

products will be carried out under the expertise and responsibility of the Central Organisation. The Organization therefore checks the content of the advice before we issue this advice to you, also checking the (administrative) mediation of the financial product you have requested. So, you can be assured about the quality of advice we give you.

### **Stephania Finance – Financieel Zeker**

Our services may consist of advising and providing aftercare in the areas below. We also act as an intermediary for the conclusion of the financial products that we advise you.

- Mortgages
- Covering risks, such as a term life insurance, housing costs insurance, unemployment and/or incapacity for work.
- Build up capital or supplementary pension. Insurance of funeral expenses.
- Non-life insurance for individuals (including health insurance).
- Income provisions and related insurances such as disability for the entrepreneur, absenteeism insurance
- Damage insurance for companies.
- Borrow money for consumption purposes, for example the purchase of a car.

**Our office and the Central Organization of Financieel Zeker offer independent advice.**

This means that we have no contractual obligations whatsoever with banks, lenders and/or insurance companies. In addition, our organization is a fully independent company, and we work for its own account and risk. No bank, insurance company or other financial provider products have a stake in our company. We are therefore completely independent. The importance of you as a (future) customer comes first, that's why we commit ourselves to:

- Clarify what we do for you, what you get from us and what you pay for it.
- Make an objective analysis of financial institutions, looking at which party best matches your wishes and possibilities.
- To give your personal advice that fits your wishes, possibilities, and situation.
- Provide you with aftercare and answer your questions in the field of financial products.

### **Registration and permit**

Through the Central Organization we are obliged or voluntarily registered with the following institutions:

1. Netherlands Authority for the Financial Markets (AFM) registration number 12016626, [www.afm.nl](http://www.afm.nl)
2. Financial Services Complaints Institute (KIFID) registration number 300012172, [www.kifid.nl](http://www.kifid.nl). If you have a complaint about our services and we cannot resolve it together, you can contact us KIFID, PO Box 93257, 2509 AG The Hague, [www.kifid.nl](http://www.kifid.nl)
3. Professional liability insurance Markel policy number 224064

4. Stichting Erkenningregeling Hypotheekadviseurs (SEH): Also, one or more of our advisers registered in the SEH register, [www.seh.nl](http://www.seh.nl)

The Central Organization of Financial Security has an AFM license to advise and mediate mortgage credit, life and income protection insurance, private and business non-life insurance, consumer credit, savings accounts, checking accounts and electronic money. There is also the possibility of Savings Account Own Home, Investment Right Own Home, Annuity savings account, Annuity investment account.

### **What we do for you**

Our office advises and mediates in the areas mentioned above. In the context of financial products, we will advise you following an intake interview. If you wish to proceed with our advice, we will match you to the relevant Provider (bank and/or insurer) of (a) financial product. We will look for the best price-quality ratio for you.

### **How our organization is rewarded**

From 1 January 2013 it is prohibited for a bank or insurer to pay a commission to an intermediary with the exception of non-life insurance and consumer credit financial products. With our organization you can choose from several reward options. You'll decide during the intake meeting in consultation with us which payment method you prefer. You can choose from, among other things: commission (if not complex products such as non-life insurance and loans), fixed rate, hourly rate and/or subscription.

Controlled remuneration policy. Within the Central Organization, the remuneration of employees consists for the most part, of a fixed and competitive salary. Depending on

their position and performance, employees may also receive a limited variable remuneration of a maximum of 20% of the fixed salary, based on at least 50% qualitative and a maximum of 50% quantitative objectives. This applies to the entire organization, customer interests come first at all times. Financieel Zeker ensures ethical and customer-oriented actions. A number of other measures have been taken to prevent the (financial) interests of the organization, its employees and the financial advisory firms affiliated with Financieel Zeker.

### **What do we ask of you?**

In order to optimally represent your personal interests in the field of financial services, we also ask a few things from you.

- Indicate your wishes and needs.
- Provide correct and complete information.
- Delivery of relevant documents
- Feedback on the quality of our services.
- Commitment to work with us.
- You study the information you receive from us.
- You ask us questions if something is unclear to you.

### **General terms and conditions of delivery**

Our general terms and conditions of delivery apply to all our activities, which you can find as an appendix to this document. You can also find them on our website [www.stephaniafinance.nl](http://www.stephaniafinance.nl) or they will be sent to you if requested.

## **Privacy Policy**

### Processing personal data

The contractor processes your personal data in the context of our services and / or the execution of an agreement we have with you. We are also required by law and regulations to provide certain processes for your personal data. When we start providing services to you, and you start providing information to us, we will process (personal) data in our systems.

### Retention periods

The Contractor does not store personal data that we process for longer than is necessary for the purpose for which they were collected or required by law. Usually this will be up to five years after termination of our services and/or the performance of an agreement.

### Your rights

You have the right to know which personal data we have recorded, for example because you want to check, improve, supplement, or shield the information. If you wish, under certain conditions, you can even have your personal data removed. You can do this by sending a written request with a copy of your proof of identity (crossing out your BSN number and photo). We'll go in then respond to your request within four weeks.

The contact information for our office can be found on the first page of this Services guide. You can also let us know that no personal data from you may be processed in the context of marketing activities. We will then ensure that we no longer approach you for other services or products that you have already purchased from or through us. You can also make this known in writing to us.

### Sharing with third parties, statement of consent.

This is necessary in order to carry out our advice, mediation, aftercare, claims and settlement functions. Meaning that we share data, including personal data with, among others, providers, loss adjusters, damage repair companies, appraisers, lawyers, labor experts, reintegration companies, care providers, KiFid, regulators. This is done based on a contract or agreement (contract for services) that we have with you or based on a legal basis. This concerns, among other things: names, birth dates, address details, product collateral details, and maturities. Based on this statement, the contractor may assume that the contractor is authorized to receive/pass on the data to achieve the aforementioned purpose. This consent ends when the purpose has been achieved or if you have previously given the consent in writing withdrawn. You have the same rights with these recipients of your personal data as within our office. You can submit a written request for this to the relevant organizations.

### Security

We protect the data entrusted to us using technical and organizational measures as well as security measures to reduce the risk of loss, misuse, unauthorized access, disclosure, and alteration to make it as small as possible. If you still think that data has been misused, you can contact us about your concerns.

### **Money Laundering and Terrorist Financing Prevention Act (WWFT)**

Our services are bound by legal rules. These rules may affect you and we inform you about this. The Money Laundering and Financing Prevention Act came into effect on 1 August 2008 introducing the WWFT. The WWFT regulates customer due diligence and

the duty to report unusual transactions involving, among others, lawyers, civil-law notaries, tax advisers and financial service providers.

### **Obligation to report unusual transactions**

The WWFT states that we must report every transaction of an unusual nature to a national reporting center (FIU-Netherlands). There is in any case, a duty to report when there is a transaction of €10,000.00 or more as of July 2018 paid to us or through our intervention in cash, by bearer checks or similar means of payment. Transactions that must be submitted to the police or the Public Prosecution Service must also be submitted because they may be related to money laundering or terrorist financing. We have a duty to report transactions where we have reason to believe that they may be related to money laundering or terrorist financing. In the cases in which there is a reporting obligation, we cannot evade that reporting obligation based on our confidentiality and our right of nondisclosure. It goes without saying that we maintain our duty of confidentiality in all other cases. We realize that this legislation affects both you and us. Failure to comply with the law may entail disciplinary, criminal, or administrative sanctions. We therefore ask for your understanding of the consequences that the WWFT entails for you and for us.

### **Termination of relationship with our office**

If there are circumstances as a result of which you cannot or do not want to use the services of our office, you have the right to terminate the relationship with our firm at any time. You can choose another financial service provider to transfer current



insurance policies, mortgages, or investment accounts to this other financial advisory firm of your choice. The products mentioned will then continue to run as normal; it is not necessary to have to buy off, make premium-free or transfer financial products. Should we have an unexpected reason to terminate the relationship with you, we will inform you of this in a timely manner and in a written report.

### **Complaint procedure**

- First make the complaint known to us: If you have a complaint about the handling of your file, about our working method in general or about inadequate information about the way we provide services, please inform us about this as soon as possible. We will take action upon receipt of your complaint and contact you soon. All complaints are handled by the management.
- If we were unable to reach a satisfactory solution together you can make your complaint known to the independent Financial Complaints Institute Services (KiFiD). The KiFiD is a dispute resolution body recognized by the Ministry of Finance. We are legally obliged to register us with this body and conform to the working method and the binding advice. This KiFiD procedure provides mediation of the Financial Ombudsman Services. They will investigate whether there are possibilities for mediation. For the process, the Ombudsman does not charge a complaint fee. If the Ombudsman fails in their mediation, then you can submit the complaint as a dispute to the Disputes Committee. This committee works with Litigation Chambers with specialties for insurance, banking and mortgage matters, investments, and consumptive credit. There are also no fees from the

complainant for the Disputes Committee process owed. If you need more information, please visit the website: [www.kifid.nl](http://www.kifid.nl). In addition to the KIFID, you can report complaints about the protection of personal data to the AP (Authority Personal data).

## **Terms and ConditionsStephania Finance - Financieel Zeker**

### Article 1: Definitions

1.1 Stephania Finance - Financieel Zeker: Stephania Finance - Financially Certain, established in The Hague at de Boterpolderstraat 15 2493 XM, The Hague, hereinafter referred to as: “Stephania Finance - Financieel Zeker”,

1.2 Client: The natural or legal person to whom Stephania Finance - Financieel Zeker has provided, has made an offer or with whom it has entered into an agreement.

1.3 Assignment: The Assignment issued by the Client to Stephania Finance - Financieel Zeker to advise on or mediate in the conclusion of a financial product.

1.4 Financial Product: The mortgage, insurance, investment or savings account or the credit for which Stephania Finance - Financial Certainly will advise and/or at the conclusion of which Stephania Finance - Financial Zeker will mediate.

1.5 Financial Institution: The party with whom the financial product is taken out.

### Article 2: Assignment

2.1 An agreement between the Client and Stephania Finance - Financieel Zeker is deemed to have been concluded at the moment that Stephania Finance - Financieel Zeker has accepted an assignment in writing or has begun its implementation.

Stephania Finance - Financieel Zeker has the right to refuse any assignments issued without stating reasons, even after they have been asked to issue a quote to the Client.

2.2 All assignments provided to Stephania Finance - Financieel Zeker are concluded exclusively with Stephania Finance - Financieel Zeker and are carried out by the

company, even if the client wishes that the assignment is performed by a specific employee of Stephania Finance - Financieel Zeker.

2.3 Assignments issued to Stephania Finance - Financieel Zeker only lead to best efforts to uphold performance obligations of Stephania Finance - Financieel Zeker, not to resulting obligations, unless due to the nature of the assignment provided, or if the parties have agreed otherwise.

2.4 Unless otherwise agreed in writing, Stephania Finance - Financieel Zeker has specified terms within which it will carry out the given assignment and is not to be confined to strict deadlines.

2.5 These general terms and conditions have also been stipulated for the benefit of the directors and/or partners of Stephania Finance - Financieel Zeker and all persons working for it, as well as in the context of the activities of Stephania Finance - Financieel Zeker for its Affiliated Companies and sub-mediators. The applicability thereof continues to exist if the aforementioned directors/partners and/or other persons working for it no longer work for Stephania Finance - Financieel Zeker.

2.6 Any purchase or other conditions to which the Client applies when accepting an offer, quotation or the conclusion of an agreement does not apply, unless this is done by Stephania Finance - Financieel Zeker accepted without reservation and in writing.

Article 3: Offers and quotations from Financial Institutions and advice Stephania Finance - Financieel Zeker

3.1 With Stephania Finance - Financieel Zeker, on behalf of a Financial Institution to the Client, presented offers or quotations are, unless expressly stated otherwise, without obligation and subject to acceptance by the relevant Financial Institution.

3.2 Calculations made by Stephania Finance - Financieel Zeker with regard to the costs of a financial product and any effect thereof on the monthly costs of the Client, the client does not derive any rights. These calculations should be considered preliminary and indicative and may be subject to interim interest and premium changes. Only when a Financial Institution has submitted an offer which has been accepted by the Client, Stephania Finance - Financieel Zeker to provide a final calculation of the monthly costs.

3.3 Advice provided to the client by Stephania Finance - Financieel Zeker are snapshots and based on simplified assumptions of the laws and regulations applicable at the time. When a Financial Institution has submitted an offer which has been accepted by the client, Stephania Finance - Financieel Zeker is to provide a final calculation of the monthly costs.

#### Article 4: Communication

4.1 In the event that the client has sent any digital message to Stephania Finance - Financieel Zeker the client may only trust that this message has reached Stephania Finance - Financieel Zeker if they receive an acknowledgment of receipt thereof, which is not an automatic acknowledgment of receipt.

4.2 Generally, Whether or not on the Internet, or not at the request of the Client, by Stephania Finance - Financieel Zeker, information provided is without obligation and is never considered to be provided by Stephania Finance - Financieel Zeker. Given advice

in the context of an assignment, except for communication from Stephania Finance - Financieel Zeker, the opposite appears whether it is regarding a personal situation of the client concerning specific advice.

4.3 Until the client has announced a change of address to Stephania Finance - Financieel Zeker, Stephania Finance - Financieel Zeker trusts that the Client can be reached at the address specified at the start of the assignment, including the client's email address.

#### Article 5: Engagement of third parties

5.1 Stephania Finance - Financieel Zeker is allowed to use third party services if necessary to support the work of assignments. Costs associated with the engagement of these third parties be passed on to the Client.

5.2 If Stephania Finance - Financieel Zeker must use advice drawn up by external advisers, including advice from accountants, lawyers, tax specialists, etc., they will consult with the client in advance as much as possible and exercise due care in selecting the relevant third party. Stephania Finance -Financial Zeker is not liable for (attributable) shortcomings of these external advisors.

5.3 Stephania Finance - Financieel Zeker is responsible for its own employees as well as the third parties engaged to complete assignments, which are not to be regarded as external consultants within the meaning of the above in article 5.2., such as temporary workers, external administrative offices etc.

#### Article 6: Fee and payment

6.1 The fee due for the services of Stephania Finance - Financieel Zeker for the financial product falling under the definition of non-life insurance and the consumer financial product credit may be included in the amount to be charged to the client by the financial institution. For other financial products, an hourly rate, fixed fee, subscription rate or a combination may apply. This will always be agreed upon in advance.

6.2 Changes in taxes and/or levies imposed by the government will always be charged to the client.

6.3 Stephania Finance - Financieel Zeker is entitled to increase agreed upon rates in the interim if after acceptance of the assignment; increases occur in the costs of materials or services that are necessary for the execution of the assignment, and/or of other costs, which are the cost of Stephania Finance - Financieel Zeker

6.4 Invoices from Stephania Finance - Financieel Zeker must be paid by the client within 14 days after the invoice date, in the manner requested by Stephania Finance - Financieel Zeker, unless otherwise agreed in writing or stated otherwise on the invoice.

6.5 Settlement by the client of Stephania Finance - Financieel Zeker for its services amounts charged with a counterclaim made by the client, or suspension of payment by the client in connection with a counterclaim made by it is only permitted if the counterclaim has been acknowledged and without reservation by Stephania Finance - Financieel Zeker or has been irrevocably established by law.

6.6 If the client fails to pay the amounts charged by Stephania Finance - Financieel Zeker within the agreed term, the client will be affected, without a prior notice and default will be required, the statutory interest will be due on the outstanding amount. If the client remains negligent even after notice of default to pay the outstanding amount

to Stephania Finance -Financieel Zeker, Stephania Finance - Financieel Zeker can collect its claim, in which case the client will also be obliged to pay the extrajudicial costs. The amount of the extrajudicial collection costs is in accordance with the Compensation Decree for extrajudicial collection costs, effective 01-07-2012, being 15% on the first € 2,500.00 with a minimum of € 40.00, 10% on the next € 2,500.00, 5% on the next € 5,000.00 and 1% on the next € 190,000 and 0.5% on the excess of the claim.

6.7 Payments made by the client always first serve to settle all interest and costs then of payable invoices that have been outstanding the longest, even if the client states that the payment relates to a later invoice.

6.8 If in the opinion of Stephania Finance, the creditworthiness of the client of - Financieel Zeker gives rise, Stephania Finance - Financieel Zeker is authorized to hersuspend services until the client has sufficient security for the payment obligations provided.

#### Article 7: Information from the Client

7.1 The client will always provide Stephania Finance - Financieel Zeker with solicited and unsolicited relevant information that is needed for the correct execution of the given assignment. This includes, but is not limited to, a situation in which there are changes occurring in the family composition, income, or capital situation of the client, that Stephania Finance - Financieel Zeker should adjust its advice accordingly, or that the already concluded financial products may no longer be sufficient.

7.2 Stephania Finance - Financieel Zeker can only with respect to the client, provide the proper services if the client strictly complies with the provisions of 7.1.



7.3 If necessary, information for the performance of the agreed assignment is not provided, not in time or not has not been made available to Stephania Finance - Financieel Zeker in accordance with the agreements made, or if the client has not fulfilled their informational obligations in any other way, Stephania Finance - Financieel Zeker authorized to suspend the execution of the assignment.

7.4 The client is fully responsible for the correctness and completeness of all information supplied to it Stephania Finance -Financieel Zeker.

#### Article 8: Liability of Stephania Finance - Financieel Zeker

8.1 Any liability of Stephania Finance - Financieel Zeker as well as its directors, employees and those engaged by Stephania Finance - Financieel Zeker in the performance of the clients, is limited to the amount that falls under the professional liability insurance from Stephania Finance - Financieel Zeker is paid out, including the responsibility of Stephania Finance - Financieel Zeker to bear its own risk. All will be provided to the interested parties upon request for further information on professional liability insurance.

8.2 In the event that Stephania Finance's professional liability insurance referred to in Article 8.1 - Financieel Zeker does not provide cover in a specific case, the liability of Stephania Finance - Financieel Zeker as well as of its directors, its employees and the Stephania Finance - Financieel Zeker persons engaged in the performance of the assignment, limited to a maximum of the total regard to the assignment that is the basis of the damage incurred, charged to the client fee. If Stephania Finance - Financieel Zeker has no fee for its services the client has charged, the liability of Stephania

Finance - Financieel Zeker is limited to the premium charged to the client by the Financial Institution

8.3 The performance of the assignment is exclusively for the benefit of the client. Third parties cannot derive any rights from the content of the work performed for the client.

8.4 Stephania Finance - Financieel Zeker is never liable for damages caused by the client or third parties who suffer damage as a result of incorrect, incomplete or untimely information provided by the client information.

8.5 Stephania Finance - Financieel Zeker is never liable for any damage whatsoever resulting from errors in software or other computer programs used by Stephania Finance, unless this damage can be recovered by Stephania Finance - Financieel Zeker from the supplier of the concerning software or computer programming.

8.6 Stephania Finance - Financieel Zeker is never liable for any damage whatsoever resulting from the circumstance that (email) messages sent by the client to Stephania Finance - Financieel Zeker.

8.7 Stephania Finance - Financieel Zeker is never liable for any damage whatsoever resulting from the circumstance in which the client has not paid the premiums and/or interest charged to it, after mediation by Stephania Finance - Financieel Zeker.

8.8 The provisions of this article do not affect the liability of Stephania Finance - Financieel Zeker for damage caused by the intent or willful recklessness of its subordinates.

8.9 The client is first entitled to dissolve any agreement with Stephania Finance - Financieel Zeker if Stephania Finance - Financieel Zeker is attributable even after proper notice of default fails to fulfill its obligations towards the client. Payment

obligations which are arising before the time of dissolution and/or which relate to services already provided to be fulfilled without prejudice by the client.

#### Article 9: Force majeure

9.1 Stephania Finance - Financieel Zeker is not obliged to fulfill any obligation if there are changes that have arisen in the existing commitments and are no fault of Stephania Finance - Financieel Zeker.

9.2 A shortcoming in the fulfillment of an obligation of Stephania Finance - Financieel Zeker in any case, is not attributable and is not at risk in the event of a default and/or shortcoming by or at from its suppliers, subcontractors, carriers and/or other third parties engaged, in case of fire, strike or lockout, riot, war, government action, including export, import or transit bans, frost and all other circumstances of such nature.

#### Article 10: Protection of personal data

10.1 Personal data provided by the client to Stephania Finance - Financieel Zeker will be passed on Stephania Finance - Financial Certainly and will not be used or provided to third parties for any other purpose than for carrying out the assignment at the wish of the client. Such as mailings, etc., except in the case that Stephania Finance - Financieel Zeker is requested by law or public order, in the context of its business operations, is obliged to provide the relevant data to a designated body for that purpose.

10.2 If the client objects to the inclusion of their personal data in any mailing list, etc. of Stephania Finance - Financieel Zeker, Stephania Finance - Financieel Zeker will provide the relevant data provided a written request from the client from the relevant file.

10.3 Our Privacy Policy applies to the processing of personal data. You will find this in the Service guide that forms part of the first part of this document.

#### Article 11: Complaints Institute

11.1 Stephania Finance - Financieel Zeker is affiliated with the Complaints Institute for Financial Services (KIFID) under number 300012172. A dispute arising from quotations, offers and agreements to which the present terms and conditions apply, may be binding at the discretion of the client and the advice must be submitted to either the Financial Services Disputes Committee or the civil society right.

11.2 Stephania Finance - Financieel Zeker conforms in advance to a decision by the Disputes Committee Financial Services to give binding advice, insofar as the importance of the dispute submitted is an amount of € 25,000.00 (twenty-five thousand euros). If the relevant dispute exceeds the stated monetary interest, Stephania Finance - Financieel Zeker has the option to not to cooperate with binding advice.

11.3 All claims that do not proceed via the KIFID in accordance with the provisions of Articles 11.1 and 11.2, then Dutch law applies. Only the Dutch court is authorized to take cognizance of disputes between Stephania Finance - Financieel Zeker and its client. Disputes will be submitted to the Court in 's-Hertogenbosch.

11.4 In addition to the KIFID, you can report complaints about Personal Data Protection to the AP (Authority Personal data).

#### Article 12: Lapse of rights

12.1 Complaints regarding work performed by Stephania Finance - Financieel Zeker or the amount of the amounts charged by Stephania Finance - Financieel Zeker, must under penalty of forfeiture of rights, be in writing and within 60 days after the client has received the documents, information or invoice to which their complaint relates, has been received, or could reasonably have become aware of the observed shortcoming in the performance of Stephania Finance - Financieel Zeker, to be submitted to Stephania Finance - Financieel Zeker. Submitting a complaint never suspends the payment obligations of the client. Stephania Finance - Financieel Zeker will in any case expire five years after the the moment the client became aware or could reasonably have become aware of the existence of these rights and powers.

#### Article 13: Miscellaneous

13.1 On all offers and quotations issued by Stephania Finance - Financieel Zeker, as well as on the assignments accepted by it, are governed by Dutch law.

13.2 In the event of the content of written agreement between Stephania Finance - Financieel Zeker and the client, agreements made, deviating from what has been determined in these general terms and conditions, the written agreements will prevail agreements.

13.3 Deviations from and/or additions to these general terms and conditions are binding on Stephania Finance - Financieel Zeker only insofar as this is expressly agreed in writing between what the client and Stephania Finance - Financieel Zeker have agreed.

13.4 If any provision of these general terms and conditions proves to be null and void, only the relevant provision is excluded from application, all other provisions remain in full force and effect.

13.5 Stephania Finance - Financieel Zeker is entitled to change the content of these general terms and conditions in the meantime to be changed unilaterally. In the event that Stephania Finance - Financieel Zeker proceeds to an interim change, they inform the client of this while simultaneously sending the amended general terms and conditions. The client is entitled within 30 days of the date on which it was notified of the relevant object to the applicability of the modified terms and conditions. Then the parties act in consultation about the content of the applicable general terms and conditions. If the client is against the modified content of the general terms and conditions do not object, these will be governed by Stephania Finance - Financieel Zeker with a stated date of the agreements made between the parties.

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