

GENERAL TERMS AND CONDITIONS VAN BRUGGEN ADVIESGROEP

Article 1: Definitions

1.1 Van Bruggen Adviesgroep:

Under Van Bruggen Adviesgroep (VBA) will be understood the enterprise, contractor of Client, that is run by Van Bruggen Adviesgroep BV, or the enterprises affiliated to it, or by one of its independently established franchisees. Hereinafter 'VBA'.

1.2 Principal:

The natural or legal person to whom VBA has provided any designated offer, has issued an offer or with whom it has concluded an agreement to the provisions of services.

1.3 Commission:

The Commission granted by Principal to VBA, to advise about or to mediate in the conclusion of a Financial Product as well as the execution a subscription agreed between Principal and VBA (the Comfort Service package).

1.4 Subscription:

Hereinafter: Comfort Service package. The commission of provisions of services agreed between Principal and VBA including the assistance, in accordance with the list of services summed up, included in the Comfort Service package, during a certain term of Principal in the maintenance and management of financial products concluded and services provided by Principal.

1.5 Financial Product:

The mortgage, insurance, savings account or the credit or investment object, or other products designated as such in the sense of article 1:1 of the Dutch Law Wft, about which VBA renders advice, in which VBA mediates, and/or that VBA manages based on an agreement.

1.6 Supplier:

The supplier of a financial product.

Article 2: Commission

2.1 An agreement between Principal and VBA will be deemed to have been concluded on the moment that VBA has accepted a Commission in writing or has started with the execution thereof. VBA is authorised to refuse Commissions granted to it, without statement of reasons, also after it has sent a designated offer to Principal for the execution of activities.

2.2 All Commissions granted to VBA shall solely be concluded with VBA and will be executed by it, also if it is the intention of Principal, that the Commission will be executed by a certain person working at VBA.

2.3 Commissions granted to VBA lead solely to obligations to make an effort of VBA, not to obligations to achieve a certain result, unless from the nature of the granted Commission or from what parties have agreed, it shows differently.

2.4 Unless agreed otherwise in writing, terms stated by VBA, within which it shall execute the Commission granted to it, are never to be regarded as fatal term(s).

2.5 These General Terms and Conditions have also been stipulated for the benefit of the directors and/or partners of VBA and all persons working for it. The applicability thereof continues to exist, if the aforementioned directors/partners and/or other persons working for it, are not working for VBA anymore.

2.6 Possible terms and conditions of purchase or other General Terms and Conditions, to which Principal refers at the acceptance of an offer or designated offer or the conclusion of an agreement with VBA, are not applicable, unless these have been accepted by VBA without precondition and in writing.

Article 3: Offers and designated offers of Supplier and VBA advice

3.1 Offers or designated offers presented by VBA on behalf of a Supplier to Principal, are, unless stated therein explicitly otherwise, non-binding and under precondition of acceptance by the concerned Supplier.

3.2 From the calculations made by VBA regarding the costs of a financial product and the possible effect thereof in the monthly charges of Principal, Principal can derive no rights. These calculations must be regarded as preliminary and indicative and can be subject to in-between changes in interest and premium. Only when a Supplier has issued a designated offer which has been accepted and signed by Principal within the term agreed for it, VBA can provide a definitive calculation of the monthly charges.

3.3 Advice provided by VBA to Principal, are snapshots of a moment and based on assumptions of the laws and regulations in force on that moment. Only when a Supplier has issued a designated offer, which has been accepted and signed by Principal within the term issued for it, VBA can provide a definitive calculation of the monthly charges.

Article 4: Communication

4.1 In case Principal has sent any digital message to VBA, he may only rely on this message having reached VBA, if he has received a confirmation of the receipt thereof, not being an automated confirmation of receipt.

4.2 General information provided by VBA, whether or not on the internet, whether or not on application of Principal, is non-binding and will never be regarded as advice given by VBA in the framework of a Commission granted to it, except for insofar it shows from a statement of VBA to the contrary, or it concerns advice focused on the personal situation of Principal.

4.3 Until Principal has made a written change of address known to VBA, VBA may rely on Principal being reachable on the address stated by him at the start of the Commission, including his e-mail address.

Article 5: Involvement third parties

5.1 VBA is permitted to make use in the execution of the Commission granted to it, if necessary, of third parties. Costs related to the involvement of these third parties, will be charged onward to Principal.

5.2 Insofar VBA, in the execution of the Commission granted to it, must make use of advice composed by external advisers, including advice of accountants, lawyers, fiscal experts etc., it shall thereby to the extent possible, conduct consultation in advance with Principal and, in the selection of the concerned third party(ies) observe the necessary care. VBA is not liable for (imputable) shortcomings of these external advisers.

5.3 VBA is, equally as for its own employees, responsible for the third parties involved by it in the execution of the Commission granted to it, which cannot be regarded as external adviser in the sense of the stipulations before in article 5.2., such as temp workers, external administration bureaus etc.

Article 6: Fees and payment

6.1 The fees due to VBA for its provision of services, can be included in the amounts to be brought into account to Principal by the Supplier, or an hourly rate, fixed fees or Comfort Service package can be agreed between VBA and Principal, or a combination thereof.

6.2 VBA is authorised to increase its rates, including possible Comfort Service package costs, annually per 1 January, in accordance with the consumer price index (CPI) series all households, published by the Dutch Centraal Bureau voor de Statistiek (CBS), from basis year 2013 = 100, or according to a fixed percentage such as agreed by VBA and Principal.

6.3 Changes in taxes and/or levies imposed by the government, will always be charged to Principal. VBA is authorised to increase rates in-between, when after accepting of the Commission increases arise in the costs of materials or services that are necessary for the execution of the Commission, and/or of other costs, which influence the cost price of VBA.

6.4 In case VBA works on declaration basis, an advance can be brought into account that has to be paid by Principal, before VBA starts with the execution of the Commission.

6.5 Invoices of VBA must be paid by Principal within 21 days after the date of the invoice in the manner prescribed by VBA, unless agreed otherwise in writing, or the invoice states otherwise.

6.6 If Principal does not timely pay premiums for the insurances concluded because of him, then the Supplier can suspend the cover of the insurance and, in case of damage, refuse to compensate this. If the premium and/or interest payments concern a concluded mortgage, then the Supplier can furthermore decide to proceed to executorial sale of the immovable good, to which the concluded mortgage refers. VBA is in these instances never liable towards Principal.

6.7 Settlement by Principal of amounts brought into account by VBA for its provision of services, with a counter claim alleged by Principal, or suspension of payment by Principal in connection with a counter claim alleged by him, is only permitted insofar the counter claim has been acknowledged by VBA explicitly and without precondition or has been established in court irrevocably.

6.8 If Principal does not pay the amounts brought into account by VBA within the agreed term, then Principal is, without that a preceding notification of default shall be necessary, liable to pay the interest by law over the outstanding amount. If the Principal, also after notification of default, remains negligent to pay the outstanding amount to VBA, then VBA can hand over the collection of its claim, in which case Principal also shall be required to compensation of the out-of-court collection costs. The out-of-court collection costs amount to a maximum of € 6,775.00 and will be

established in accordance with the following table:

- Over the first € 2,500.00: 15% with a minimum of €40.00;
- Over the following € 2,500.00: 10%;
- Over the following € 5,000.00: 5%;
- Over the remainder: 1%.

If payment of the monthly due amount of the Comfort Service package remains absent, then all rights to the services as identified in the Comfort Service package, will be forfeit.

6.9 Payments made by Principal serve firstly for the settlement of all due interest and costs and subsequently of payable invoices that stand open the longest, even when Principal states that the satisfaction concerns a later invoice.

6.10 If the creditworthiness of Principal gives cause thereto in the opinion of VBA, then VBA is authorised to suspend the delivery of its services, until the Principal has provided sufficient surety about his payment obligations.

Article 7: Information of Principal

7.1 Principal shall always, asked and unasked, provide all relevant information to VBA, that VBA needs for a correct execution of the granted Commission. Hereunder must be understood among others, but not solely, a situation in which such changes occur in the personal situation, the composition of the family, the income, the wealth situation, the company objective, the scope of the company, the stock management etc. of Principal, that VBA should adapt its advices thereto, or that already concluded financial products possibly are not sufficient anymore.

7.2 VBA can only comply with the obligation to care resting on it towards Principal, if Principal strictly complies with the stipulations in 7.1.

7.3 If data necessary for the execution of the agreed Commission, have not, not timely or not in accordance with the agreements made, been made available to VBA, or if Principal in another has not complied with his (information) obligations, then VBA is authorised to proceed to suspension of the execution of the Commission.

7.4 Principal is self fully responsible for the correctness and completeness of all information provided by him to VBA. If the non-timely, not correct or not complete delivery of information, has the consequence that VBA has to spend more time or extra costs on the execution of the Commission, then VBA will charge the extra fees and/or costs related to that extra time, to Principal.

7.5 If it shows afterwards, that Principal has given incorrect or incomplete information on the basis of which, VBA has executed the Commission, then Principal is fully liable for all damage that relates to the activities, if the Supplier, based on his (general) terms and conditions, decides to terminate the mortgage, insurance or the credit (with immediate effect), or not to proceed to compensation of suffered damage.

Article 8: Liability of VBA

8.1 Each liability of VBA as well as of its directors, its employees and the persons involved by VBA in the execution of the Commission, is limited to the amount that in the concerned case will be paid out under the professional liability insurance of VBA, inclusive of the own risk to be borne by VBA. Upon request, to interested parties, further information about the professional liability insurance will be provided.

8.2 In case the professional liability insurance of VBA referred to in article 8.1, in a specific case provides no cover, then the liability of VBA as well as of its directors, its employees and the persons involved by VBA in the execution of the Commission, is limited to the maximum of the total of the fees brought into account to the Principal, concerning the Commission that is the basis of the emerged damage. If VBA has brought no fees for its provisions of services into account to Principal, then the liability of VBA and it related parties, is limited to the premium brought into account by the Supplier to Principal.

- 8.3 The execution of the granted Commission takes place solely for the benefit of Principal. Third parties can derive no rights from the content of the activities executed for Principal.
- 8.4 VBA is never liable for damage which will be suffered by the Principal or third parties as a consequence of information provided incorrectly, incompletely or untimely by the Principal.
- 8.5 VBA is never liable for whichever damage that derives from errors in software or other computer programs used by VBA.
- 8.6 VBA is never liable for whichever damage, that derives from the circumstance that (email) messages sent by Principal to VBA, have not reached VBA.
- 8.7 VBA is never liable for whichever damage that derives from the circumstance that the Principal has not timely paid the premiums and/or interest for financial products concluded after mediation of VBA, brought into account to him.
- 8.8 VBA is never liable for whichever damage, that is the consequence of the circumstance that a financing precondition agreed by Principal with his counterparty, has expired.
- 8.9 VBA is never liable for whichever damage, that will be caused because the Supplier does not or not timely ensure that the documents required for the passing of the mortgage deed, are ready and/or the monies are not or timely in deposit at the notary public.
- 8.10 In case VBA advises regarding or mediates in the conclusion of financial products of which an investment component forms part of, then VBA will provide a prognosis regarding the results possibly to be achieved from the concerned product. This forms only an indication. VBA is never liable for damage to Principal or third parties, that derives directly or indirectly from a (disappointing) development of value of financial products and/or (the disappointment of) result, return, yield, etc. of financial products. Furthermore, VBA is not liable for damage that will be suffered as a consequence of errors or incorrect matters in prognoses originating from third parties, including any Supplier, regarding a result, return, yield, etc. to be achieved.
- 8.11 The stipulations in this article leave unaffected the liability of VBA for damage which is caused by the wilful intent or conscious recklessness of its subordinates.
- 8.12 Principal is firstly authorised to dissolution of any agreement with VBA, if VBA even after a proper notification of default, remains imputably in default to comply with its obligations towards Principal. Payment obligations which have emerged before the time of dissolution and/or which concern already delivered services, must be complied with without reserve by Principal.

Article 9: Force Majeure

9.1 VBA is not required to the compliance with any obligation if this is reasonably not possible for VBA, as a consequence of changes in circumstances existing at the conclusion of obligations, outside acts of VBA.

9.2 A shortcoming in the compliance with an obligation of VBA applies in any case not as imputable and does not come for its risk in case of default and/or shortcoming by or at its suppliers, subcontractors, transporters and/or other involved third parties, upon fire, work strike or exclusion, riots or uprising, war, government measures, including import, export or transit bans, frost and all other circumstances which of are of such nature, that being bound cannot be required anymore of VBA.

Article 10: Processing and Protection (personal) data

10.1 Personal Data provided by Principal to VBA, shall not be used by VBA or provided to third parties, for other purposes than for the benefit of the execution of the Commission granted to it, or by information, including mailing etc. to be sent by it to the Principal, except for insofar VBA based on the law or public order, is obliged in the framework of its conduct of enterprise, to provide the concerned data to an entity designated thereto.

10.2 If Principal has an objection against recording of his Personal Data in any mailing list etc. of VBA, then VBA shall remove the concerned data on first request in writing by Principal from the concerned file. The possible right of Principal to after care that relates to the obligation to information of VBA and insofar this after care goes further than the aftercare that derives directly from the Dutch Law “Wet op het Financieel Toezicht”, will then be forfeit per the same date.

10.3 VBA is, if it acts for itself in a (court) procedure, authorised to use the data and information provided by or on behalf of Principal, in this procedure.

10.4 Principal may, without prior written permission of VBA not disclose the content of advice, correspondence (the one and the other in the broadest sense of the word), or otherwise make available to third parties, except for insofar this derives directly from the agreement or takes place for the acquisition of an expert assessment regarding the activities of VBA.

Article 11: Complaints institute

11.1 VBA is connected with the Dutch Complaints institute Financial Provision of services (Klachteninstituut Financiële Dienstverlening (KIFID)) under number 300.01.05.08. A dispute deriving from designated offers, offers and agreements to which the present General Terms and Conditions are applicable, can, if firstly an agreement with VBA cannot be reached, at the discretion of the Principal be submitted for binding to either the Dispute Committee Financial Provision of services, or the civil court.

11.2 VBA conforms itself in advance to binding advice by the Dispute Committee Financial Provision of services, insofar the interest of the submitted dispute does not exceed an amount of € 25,000 (said and written: twenty-five thousand Euro). If the concerned dispute exceeds the mentioned financial interest, then VBA has the possibility not to cooperate to binding advice.

Article 12: Forfeit of right

12.1 Complaints regarding the activities executed by VBA or the height of the amounts brought into account by it, must, at the peril of forfeit of right, be submitted in writing and within 60 days after Principal has received the documents, information or invoice to which his complaint relates, or reasonably could have taken knowledge of the shortcoming in the performance of VBA established by him, to VBA. The submission of a complaint does never suspend the payment obligations of Principal.

12.2 All claim rights and other powers of Principal on whichever basis, in connection with activities executed by VBA, shall be forfeit in any case five years after the moment on which Principal became familiar with or reasonably could be familiar with the existence of these rights and powers.

Article 13: Various

13.1 The Laws of the Netherlands are applicable to all offers and designated offers issued by VBA, as well as to the Commissions accepted by it.

13.2 In the case the content of agreements made in writing between VBA and Principal, deviates from what has been stipulated in these General Terms and Conditions, then the made in writing agreements shall prevail.

13.3 If parties, as evidenced by any document in writing, have made agreements deviating from these General Terms and Conditions, then those other agreements shall prevail. Deviations from and/or additions to these General Terms and Conditions only bind VBA insofar these have been agreed explicitly in writing between VBA and Principal.

13.4 The Comfort Service package can be cancelled both from Principal and VBA after 1 year of the conclusion, per month. In case of terminations by Principal, all rights shall be forfeit as of the moment of termination of payment of the Comfort Service package. In case of termination by VBA, then the loyalty bonus achieved by then, shall be lowered from the moment of termination of the Comfort Service package annually with 10%. The first decrease shall start 1 year after the termination date.

13.5 If any stipulation from these General Terms and Conditions proves to be invalid, then only the concerned stipulation applicable will be excluded, all other stipulations shall remain keeping their validity without restriction.

13.6 VBA is authorised to unilaterally change the content of these General Terms and Conditions in-between. In case VBA proceeds to in-between changing, it will notify Principal thereof, under simultaneous sending of the modified General Terms and Conditions. Principal is authorised to, within 30 days after the date on which he was notified about the concerned changes, to object against the applicability of the modified General Terms and Conditions. In that case, parties will enter into consultation about the content of the applicable General Terms and Conditions. If Principal does

not object against the changed content of the General Terms and Conditions, then these shall govern from the date mentioned by VBA, the made agreements between parties.

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