Witte-Boussen Assurantiën B.V.

GENERAL TERMS AND CONDITIONS FOR FINANCIAL SERVICES

Article 1: Definitions

1 WB:

Witte-Boussen Assurantiën B.V., established in Terneuzen, Mr. F.J. Haarmanweg 16

2. Client:

The natural person or legal entity to whom WB has sent an offer, a quotation or with whom it has concluded an agreement;

3. Assignment:

The Assignment issued by the Client to WB to advise on or mediate in the conclusion of a Financial Product.

4. Financial Product:

The mortgage, insurance, savings account or credit or investment object, or other products designated as such within the meaning of Article 1:1 of the Financial Supervision Act, about which WB advises, mediates and/or manages on the basis of an agreement.

5. Provider:

The provider of a Financial Product.

6. General Terms and Conditions:

These General Terms and Conditions as they currently read or will read in the future after amendment

7. Parties:

WB and the Client.

Article 2: Applicability

These General Terms and Conditions apply to every offer or quotation from WB and every agreement for services between WB and the Client. These General Terms and Conditions further apply to agreements with WB, for the performance of which third parties are involved by WB. The applicability of the Client's General Terms and Conditions, however named or indicated, is expressly rejected by WB. Deviations from the General Terms and Conditions are only binding insofar as they have been expressly agreed on between WB and the Client in writing in advance.

Article 3: Assignment

- 1. An agreement between the Client and WB is deemed to have been concluded the moment that WB has accepted an Assignment in writing, or has started its performance. WB is authorised to refuse Assignments given to it without stating the reasons, even after it has already sent an offer to the Client for the performance of work. Any liability for WB exercising this power is excluded.
- 2. All Assignments given to WB are concluded exclusively with WB and are performed by and on behalf of it, even if it is the Client's intention that the Assignment will be performed by a specific employee of WB.
- 3. Assignments given to WB only lead to best-efforts obligations on the part of WB, not to obligations of result, unless the Parties have expressly agreed otherwise in writing.
- 4. Unless otherwise agreed in writing, periods specified by WB, within which it will perform the Assignment issued to it, can never be regarded as final deadlines.
- 5. These General Terms and Conditions have also been stipulated for the benefit of the directors and/or partners of WB and all its employees and employees of group companies of WB. Their validity also continues if directors/partners and/or other employees no longer work for WB.

Article 4: Offers and quotations from the Provider and advice from WB

- 1. Unless expressly stated otherwise in writing, offers or quotations presented to the Client by WB on behalf of a Provider are without obligation and subject to acceptance by the relevant Provider.
- 2. The Client cannot derive any rights from calculations made by WB with regard to the costs of a Financial Product and any effect thereof on the monthly payments of the Client. These calculations must be regarded as preliminary and indicative and may be subject to interim

- interest and premium changes. Only when a Provider has submitted a quotation that has been accepted by the Client can WB provide a final calculation of the monthly costs.
- 3. Advice provided by WB to the Client are snapshots and based on simplified assumptions of the laws and regulations applicable at that time. Unless the Parties have expressly agreed to this in writing, WB will not provide detailed and specific legal advice on the laws and regulations applicable at that time during the performance of the Assignment.

Article 5: Communication

- 1. If the Client has sent any digital message to WB, it cannot assume this message has reached WB until it has received a confirmation of receipt from WB, which is not an automatically generated confirmation of receipt.
- 2. General information provided by WB, whether or not on the Internet and whether or not at the request of the Client, is without obligation and is never regarded as advice given by WB in the context of an Assignment given to it, except insofar as the Parties have agreed on this in writing.
- 3. Until the Client has notified WB of a change of address in writing, WB may assume the Client can be reached at the address specified by it at the start of the Assignment, including its email address.

Article 6: Engagement of third parties

- 1. WB is permitted to make use of the expertise of third parties, including accountants, lawyers, tax specialists, etc., in the performance of the Assignment given to it. The costs involved in engaging these third parties will be charged to the Client.
- 2. WB, as for its own employees, is responsible for the third parties engaged by it in the performance of the Assignment given to it, who cannot be regarded as external consultants, such as agency workers, external administration firms, etc.

Article 7: Fee and payment

- 1. The fee payable to WB for its services may be included in the amounts to be charged to the Client by the Provider, or an hourly rate, a fixed fee or subscription, or a combination thereof, may be agreed on between WB and the Client.
- 2. WB is entitled to annually increase its rates, including any subscription costs, in accordance with the consumer price index (CPI), series all households, published by Statistics Netherlands (CBS), based on base year 2006 = 100, or in accordance with a fixed percentage as agreed on by WB and the Client in writing in advance.
- 3. Changes to government-imposed taxes and/or levies will be passed on to the Client at all times. WB is entitled to increase the agreed rates in the interim if, after accepting the Assignment, increases occur in the costs of materials or services required for the performance of the Assignment and/or other costs that influence the cost price of WB.
- 4. If WB works on an invoice basis, an advance may be charged that must be paid by the Client before WB starts the performance of the Assignment. WB is also entitled, at its own discretion, to charge an advance payment to the Client even after the start of the performance of the Assignment and to suspend its work until it has received that advance payment in full.
- 5. Invoices from WB must be paid by the Client within 30 days of the invoice date in the manner prescribed by WB, unless agreed otherwise in writing or stated otherwise on the invoice. If WB has not received full payment from the Client on the thirtieth day after the invoice date, the Client will be in default automatically.
- 6. If the Client does not pay the premiums to be paid by it on account of insurance policies taken out in time, the Provider can suspend the cover of the insurance and, in the event of damage, refuse to reimburse it. WB is never liable to the Client in these cases.
- 7. The Client will pay everything it owes WB in a timely manner. Any right of the Client to suspension, discount, set-off, attachment or withholding is expressly excluded.
- 8. If the Client fails to pay the amounts charged by WB within the payment term, the Client will owe statutory interest on the outstanding amount without prior notice of default being required. If the Client, even after notice of default, remains negligent in paying the outstanding amount to WB, WB can outsource the collection of its claim, in which case the Client will also be obliged to

- reimburse the extrajudicial collection costs. The amount of the extrajudicial collection costs is set at 15% of the amount for which payment is claimed, whereby these costs will be at least \leq 40.00.
- 9. Payments made by the Client will at all times first be applied to settle all payable interest and costs and subsequently to invoices due and payable which have been outstanding for the longest period of time, even if the Client states that the payment relates to a later invoice.
- 10. If in the opinion of WB, the creditworthiness of the Client gives reason to do so, WB is authorised to suspend the provision of its services until the Client has provided sufficient security for its payment obligations.
- 11. In the event of termination/cancellation of an Assignment on the part of the customer, a notice period of one month applies, calculated from the first day of the month following the date of cancellation. A proportional settlement with the Client must take place.
- 12. Premature termination is not possible for a Client who acts in the course of a profession or business for a fixed-term Assignment.

Article 8: Information from the Client

- 1. The Client will always, solicited and unsolicited, promptly provide WB with all relevant information required for the correct performance of the Assignment. This includes (but is not limited to) a situation in which changes in the family composition, income, asset situation, business destination, company size, stock management, etc. of the Client are such that WB would have to adjust its advice accordingly or that already concluded financial products may no longer be appropriate for the situation.
- 2. WB can only fulfil its duty of care towards the Client if the Client strictly complies with the provisions of Article 8.1.
- 3. If information required for the performance of the agreed Assignment has not been made available to WB, has not been made available in time or has not been made available in accordance with the agreements made, or if the Client has not fulfilled its (information) obligations in any other way, WB is authorised to suspend the performance of the Assignment.
- 4. The Client is fully responsible for the correctness and completeness of all information it provides to WB. If the non-timely, incorrect or incomplete provision of information results in WB having to spend more time or additional costs on the performance of the Assignment, WB will charge the Client for the fee and/or the extra costs incurred for that extra time.
- 5. If afterwards it turns out that the Client has provided incorrect or incomplete information on the basis of which WB has performed the Assignment, the Provider may be entitled, on the basis of its (general) policy conditions, to terminate the insurance or credit (with immediate effect), or decide not to compensate for damage suffered.

Article 9: Liability of WB

- 1. Any liability of WB, as well as of its directors, its employees and the persons engaged by WB in the performance of the Assignment, is limited to the amount paid out in the relevant case under the professional liability insurance of WB, including the WB's policy excess. Upon written request, the Client will be provided with further information about the professional liability insurance.
- 2. If the professional liability insurance of WB referred to in Article 9.1 does not provide cover in a specific case, the liability of WB, as well as its directors, its employees and the persons engaged by WB in the performance of the Assignment, is limited to a maximum of the total of the fee charged to the Client with regard to the Assignment with regard to which the damage has arisen. If WB has not charged a fee for its services to the Client, the liability of WB Advies et al. is limited to the premium charged to the Client by the Provider.
- 3. The Assignment given will be performed for the benefit of the Client only. Third parties cannot derive any rights from the content of the work performed for the Client.
- 4. WB is never liable for damage suffered by the Client or third parties as a result of incorrect, incomplete or late information provided by the Client.
- 5. WB is never liable for any damage whatsoever resulting from errors in software or other computer programs used by WB.
- 6. WB is never liable for any damage whatsoever resulting from the fact that (email) messages sent by the Client to WB have not reached WB.

- 7. WB is never liable for any damage whatsoever resulting from the fact that the Client has not timely paid the premiums and/or interest charged to it for financial products concluded by it after mediation by WB.
- 8. WB is never liable for any damage whatsoever resulting from the fact that a financing arrangement clause agreed on by the Client with its other party has expired.
- 9. If WB advises or mediates in the conclusion of financial products that include an investment and/or investment component, WB will provide a prognosis with regard to the possible results to be achieved for the relevant product. This is an indication only. WB is never liable for damage suffered by the Client or third parties, which directly or indirectly results from a (disappointing) shift in value of financial products and/or (disappointing) result, yield, profitability, etc. of financial products. Furthermore, WB is not liable for damage suffered as a result of errors or inaccuracies in forecasts originating from third parties, including any Provider, regarding a result to be achieved, returns, profitability, etc.
- 10. The Client is only entitled to dissolve any agreement with WB if WB, even after proper notice of default, continues to imputably fail to fulfil its obligations towards the Client. Payment obligations that arose before the time of dissolution and/or that relate to services already provided, must be fully fulfilled by the Client.

Article 10: Force majeure

- 1. WB is not obliged to fulfil any obligation if this is not reasonably possible for WB as a result of changes that have arisen through no fault of WB since the circumstances that existed when the obligations assumed.
- 2. A shortcoming in the fulfilment of an obligation of WB is in any case not considered attributable and is not for its risk in the event of default and/or shortcoming by or at its suppliers, subcontractors, carriers and/or other third parties engaged, in the event of fire, strikes or lockouts, riots or uprising, war, government measures, including export, import or transit bans, frost and all other circumstances that are of such a nature that WB can no longer be expected to commit itself.

Article 11: Protection of personal data

- 1. Personal data provided by the Client to WB will not be disclosed to third parties by WB and it will not use it for purposes other than for the purpose of performing the Assignment given to it or mailings etc. to be sent by it to the Client, except insofar as WB is required by law or public order in the context of its business operations to provide the relevant data to a designated body.
- 2. If the Client objects to the inclusion of its personal data in any mailing list or the like of WB, WB will remove the relevant data from the relevant file if the Client so demands.

Article 12: Lapse of rights

- 1. Complaints with regard to work performed by WB or the sum of the amounts charged by it must be submitted to WB, under penalty of forfeiture of rights, in writing and within 60 days after the Client received the documents, information or invoice to which his complaint relates, or could reasonably have become aware of its observed shortcoming in the performance of WB. Submitting a complaint never suspends the Client's payment obligations.
- 2. All rights of action and other powers of the Client, of whatever nature, in connection with the work performed by WB, will in any case expire five years after the time that the Client became aware of or could reasonably have been aware of the existence of these rights and powers.

Article 13: Miscellaneous

- 1. Dutch law applies exclusively to all offers and quotations issued by WB, as well as to the Assignments accepted by it and all related legal relationships, even if an obligation is wholly or partly performed abroad or if the Client lives abroad.
- 2. In the first instance, any dispute between the Parties will be exclusively submitted to the subdistrict court judge of the court of Zeeland-West-Brabant, Middelburg location, whereby the right of appeal is expressly reserved for each of the Parties.
- 3. WB is entitled to unilaterally change the content of these General Terms and Conditions in the interim. If WB proceeds with interim changes, it will inform the Client of this while simultaneously sending the amended General Terms and Conditions. The Client is entitled to object to the

applicability of the amended terms and conditions within 30 days of the date on which it was notified of the relevant amendments. In that case, the Parties will consult about the content of the applicable General Terms and Conditions. If the Client does not object to the amended content of the General Terms and Conditions, these will govern the agreements made between the Parties from the date stated by WB. If the Client objects to the amendment of the General Terms and Conditions and the Parties fail to reach agreement within fourteen calendar days of their first consultation, WB is entitled to terminate the Agreement with immediate effect. WB exercising this power will never make it liable for compensation to the Client.

Article 14: Location

These terms and conditions have been filed with the Chamber of Commerce in Middelburg.