

Witte Boussen Advies B.V. trading under the name of PensioenZ.org

GENERAL TERMS AND CONDITIONS FOR FINANCIAL SERVICES

Article 1: Definitions

1. *WB Advies:*

Witte Boussen Advies B.V. trading under the name of PensioenZ.org, established in Terneuzen, Mr. F.J. Haarmanweg 16

2. *Client:*

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

3. *Assignment:*

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

4. *Financial Product:*

The pension insurance, premium pension claim, life insurance, savings account or the investment object, or other products designated as such within the meaning of Article 1:1 of the Financial Supervision Act, about which WB Advies 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 Advies and the Client.

Article 2: Applicability

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

Article 3: Assignment

1. An agreement between the Client and WB Advies is deemed to have been concluded the moment that WB Advies has accepted an Assignment in writing, or has started its performance. WB Advies 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 Advies exercising this power is excluded.
2. All Assignments given to WB Advies are concluded exclusively with WB Advies 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 Advies.
3. Assignments given to WB Advies only lead to best-efforts obligations on the part of WB Advies, not to obligations of result, unless the Parties have expressly agreed otherwise in writing.
4. Unless otherwise agreed in writing, periods specified by WB Advies, 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 Advies and all its employees and employees of group companies of WB

Advies. Their validity also continues if directors/partners and/or other employees no longer work for WB Advies.

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

1. Unless expressly stated otherwise in writing, offers or quotations presented to the Client by WB Advies 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 Advies 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.
3. Advice provided by WB Advies 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 Advies 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 Advies, it cannot assume this message has reached WB Advies until it has received a confirmation of receipt from WB Advies, which is not an automatically generated confirmation of receipt.
2. General information provided by WB Advies, 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 Advies 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 Advies of a change of address in writing, WB Advies 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 Advies 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 announced in advance and charged to the Client.
2. WB Advies, 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 Advies 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 Advies and the Client.
2. WB Advies 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 Advies 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 Advies 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 Advies.
4. If WB Advies works on an invoice basis, an advance may be charged that must be paid by the Client before WB Advies starts the performance of the Assignment. WB Advies 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 Advies must be paid by the Client within 30 days of the invoice date in the manner prescribed by WB Advies, unless agreed otherwise in writing or stated otherwise on the

invoice. If WB Advies 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 a situation that would normally lead to a payment, refuse to pay it. If the premium and/or interest payments relate to a concluded pension scheme, the Provider may also decide to inform employees directly about the consequences and then to terminate the scheme and associated pension insurance. WB Advies is never liable to the Client in these cases.
7. The Client will pay everything it owes WB Advies 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 Advies 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 Advies, WB Advies 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 € 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 Advies, the creditworthiness of the Client gives reason to do so, WB Advies 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 and/or if the assignment has been concluded with a fixed fee for WB Advies equal to or lower than € 950.

Article 8: Information from the Client

1. The Client will always, solicited and unsolicited, promptly provide WB Advies 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, size of the workforce, company size, stock management, etc. of the Client are such that WB Advies would have to adjust its advice accordingly or that already concluded financial products may no longer be appropriate for the situation.
2. WB Advies 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 Advies, 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 Advies 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 Advies. If the non-timely, incorrect or incomplete provision of information results in WB Advies having to spend more time or additional costs on the performance of the Assignment, WB Advies 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 Advies 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 Advice

1. Any liability of WB Advies, as well as of its directors, its employees and the persons engaged by WB Advies in the performance of the Assignment, is limited to the amount paid out in the relevant

case under the professional liability insurance of WB Advies, including the WB Advies' 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 Advies referred to in Article 9.1 does not provide cover in a specific case, the liability of WB Advies, as well as its directors, its employees and the persons engaged by WB Advies 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 Advies 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 Advies 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 Advies is never liable for any damage whatsoever resulting from errors in software or other computer programs used by WB Advies.
6. WB Advies is never liable for any damage whatsoever resulting from the fact that (email) messages sent by the Client to WB Advies have not reached WB Advies.
7. WB Advies 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 Advies.
8. WB Advies 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. WB Advies is never liable for any damage whatsoever caused by the Provider's failure to ensure that the necessary documents are ready (in time) and/or because pension premiums cannot be paid in time.
10. If WB Advies advises or mediates in the conclusion of financial products that include an investment and/or investment component, WB Advies will provide a prognosis with regard to the possible results to be achieved for the relevant product. This is an indication only. WB Advies 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 Advies 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.
11. The Client is only entitled to dissolve any agreement with WB Advies if WB Advies, 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 Advies is not obliged to fulfil any obligation if this is not reasonably possible for WB Advies as a result of changes that have arisen through no fault of WB Advies since the circumstances that existed when the obligations assumed.
2. A shortcoming in the fulfilment of an obligation of WB Advies 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 Advies can no longer be expected to commit itself.

Article 11: Protection of personal data

1. Personal data provided by the Client to WB Advies will not be disclosed to third parties by WB Advies 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 Advies is required by law or public order in the context of its business operations to provide the relevant data to a designated body.

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2. If the Client objects to the inclusion of its personal data in any mailing list or the like of WB Advies, WB Advies 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 Advies or the sum of the amounts charged by it must be submitted to WB Advies, 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 Advies. 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 Advies, 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 Advies, 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 sub-district 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 Advies is entitled to unilaterally change the content of these General Terms and Conditions in the interim. If WB Advies 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 Advies. 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 Advies is entitled to terminate the Agreement with immediate effect. WB Advies 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.