

## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all legal acts of, and to all Agreements whereby, Slegt Financiële Dienstverlening B.V. (hereafter referred to as: SFD) provides Services to the Client, unless the Agreement expressly and explicitly provides otherwise in writing.

### Artikel 1. Definitions

1.1. In these General Terms and Conditions, the following definitions with a capital letter always have the following meanings:

<i>Provider:</i>	the supplier of a Financial Product;
<i>General Terms and Conditions:</i>	these General Terms and Conditions of SFD;
<i>Service:</i>	All services (including the results thereof) provided by SFD on the basis of the Agreement, including but not limited to advice, assistance, handling and mediating in respect of Claims Handling and Financial Products;
<i>Financial Product:</i>	a mortgage, insurance, savings account or the credit or investment object, or other products designated as such within the meaning of Section 1:1 of the Financial Supervision Act ( <i>Wet op het financieel toezicht</i> ) (hereinafter referred to as: 'Wft').
<i>Assignment:</i>	the Assignment given by the Client to SFD to provide a Service.
<i>Client:</i>	the natural person or legal entity to whom SFD has submitted any quotation, has made an offer or with whom the Client has entered into an Agreement;
<i>Agreement:</i>	the Contract for services between SFD and the Client, which contains a description of the Assignment to which these General Terms and Conditions apply;
<i>Party/Parties:</i>	SFD and/or the Client;
<i>Claims handling:</i>	the process of registering, assessing and possibly compensating for claims and/or damage reports.
<i>SFD:</i>	the private limited company Slegt Financiële Dienstverlening having its registered office in Amsterdam, Noorderakerweg 82, 1069 LW Amsterdam.

### Artikel 2. Applicability and scope

- 2.1. Changes and/or additions to this Agreement are only valid insofar as these have been agreed in writing between the Parties.
- 2.2. The applicability of any conditions of purchase or other terms and conditions to which the Client refers when accepting a quotation or offer or when entering into an agreement is explicitly rejected, unless they have been accepted by SFD without reservation and in writing.
- 2.3. If any provision of these General Terms and Conditions is invalid or void, the remaining provisions will continue to apply in full and the Parties will enter into consultation in order to

agree new provisions to replace the invalid or void provisions, whereby the purpose and the intent of the invalid or void provisions will be taken into account as much as possible.

- 2.4. These General Terms and Conditions also apply to Services which SFD, as part of the Agreement, has wholly or partly acquired from third parties and provided to the Client, regardless of whether any further processing takes place.
- 2.5. Unless otherwise agreed in writing, the deadlines specified by SFD in the Agreement are never to be considered as final deadlines.
- 2.6. These General Terms and Conditions have also been agreed on behalf of the directors and/or partners of SFD and all its employees. The applicability of these General Terms and Conditions will continue to exist if the aforementioned directors/partners and/or employees are no longer employed by SFD.

### **Artikel 3. Formation of the Agreement**

- 3.1. An Agreement between the Client and SFD is deemed to have been concluded at the time that one of the Parties has accepted in writing or verbally, a quotation or offer from the other Party, or the moment when SFD has already commenced performance of the Agreement.
- 3.2. SFD is at all times entitled to refuse any Assignments placed with it, without stating reasons, even after it has sent the Client a quotation for performance of the services.
- 3.3. Quotations and offers of SFD are non-binding and will expire after 14 days.

### **Artikel 4. The Service**

- 4.1. All Agreements that are concluded are entered into only with SFD, regardless of whether the Assignment is placed with SFD, its directors, partners or other persons working at or for SFD. The Agreement will only be performed by SFD even if the Client has appointed a specific person employed by SFD to perform the Assignment.
- 4.2. SFD will always perform its Services to the best of its ability and under a best-effort obligation. SFD therefore gives no guarantees with respect to the results of its Services. The (further) use of Services provided by SFD by the Client is always at the Client's own risk.
- 4.3. All offers or quotations presented by SFD on behalf of a Provider to the Client are non-binding and subject to acceptance by the relevant Provider, unless explicitly stated otherwise in the offers and quotations.
- 4.4. The Client cannot derive any rights from the calculations made by SFD in respect of the costs of a Financial Product and any resulting effect on the Client's monthly costs. These calculations must be regarded as provisional and indicative and may be subject to interim interest and premium changes. Only when a Provider has submitted an offer which has been accepted by the Client, will SFD be able to provide a definitive calculation of the monthly charges.
- 4.5. Any advice given by SFD to the Client are snapshots and based on simplified assumptions of the laws and regulations that are applicable at that time. Only when a Provider has submitted

an offer which has been accepted by the Client, will SFD be able to provide a definitive calculation of the monthly charges.

**Artikel 5. Third party services**

- 5.1. SFD is permitted to use third parties in the performance of the Agreement, if necessary. The costs involved in engaging such third parties will be passed on to the Client.
- 5.2. SFD is not liable for any shortcomings of these third parties and is entitled, without prior consultation with the Client, to accept (also) on behalf of the Client any limitation of liability on the part of the third parties engaged by SFD.
- 5.3. To the extent that SFD needs to use advice drawn up by external consultants, including advice from accountants, lawyers, tax consultants etc., for the performance of the Agreement, it will consult the Client as much as possible in advance and exercise due care and attention when selecting the third party or parties concerned.
- 5.4. SFD is responsible, in the same way as it is for its own employees, for any third parties it has engaged for the performance of the Agreement which cannot be categorised as external advisers within the meaning of the above provisions in article 4.3, such as agency workers, external administrative agencies, etc.

**Artikel 6. Obligations of the Client**

- 6.1. The Client will at all times, whether or not on request, provide SFD with all relevant information which SFD needs for correct performance of the Agreement.
- 6.2. Relevant information is understood to include, but is not limited to, situations where there are changes in the Client's family, income, financial situation, business use, size of the business, stock management, etc. that are of such a nature that SFD would have to adapt its advice accordingly or that financial products that have already been purchased may no longer be sufficient.
- 6.3. SFD can only fulfil its duty of care towards the Client if the Client strictly complies with the provisions of article 6.1.
- 6.4. The Client understands and acknowledges that non-disclosure and/or late disclosure of the necessary information and/or cooperation by the Client may lead to a delay in the performance of its Services. SFD is never liable for any damage suffered by the Client or third parties as a result of the failure to comply - on time and in full - with the obligation to provide information and to cooperate referred to in this article.
- 6.5. If the information that is necessary for the performance of its Services has not been made available to SFD, or has not been made available on time or in accordance with the agreements, or if the Client has not fulfilled its (disclosure) obligations in any other way, SFD is entitled to suspend performance of the Assignment.
- 6.6. The Client is fully responsible for the accuracy and completeness of all information provided by the Client to SFD. If failure to provide the correct information - on time and in full - results in SFD having to spend more time on performance of the Assignment or incurring extra costs, SFD will pass on the fee and/or the extra costs to be incurred to the Client.
- 6.7. If it subsequently transpires that the Client has provided incorrect or incomplete information on the basis of which SFD has performed the Agreement, the Provider may be entitled under

its (general) policy conditions to terminate the insurance or the credit (with immediate effect), or may be entitled to decide not to pay compensation for any damage suffered.

**Artikel 7. Communication**

- 7.1. If the Client has sent an email to SFD, the Client can only assume that this email message has been received by SFD after receiving an acknowledgement of receipt, not being an automatic confirmation of email receipt.
- 7.2. General information provided by SFD, whether or not on the internet and whether or not at the Client's request, is non-binding and can never be regarded as advice given by SFD in the context of its Services, unless the contrary appears from communication made by SFD or if advice has been given that is tailored to the Client's personal situation.
- 7.3. Until the Client has notified SFD of a change of address, SFD may rely on the fact that the Client can be contacted at the address provided at the time when the Agreement was concluded, including the email address.

**Artikel 8. Intellectual Property Rights**

- 8.1. All Intellectual Property Rights that arise in the context of the Service during or after the performance of the Agreement belong to SFD. Nothing in these General Terms and Conditions is intended to transfer any Intellectual Property rights.
- 8.2. The Client is not permitted to use a Service for acts or activities that are in violation of the law, good morals, public order or these General Terms and Conditions; nor may a Service be used for acts/activities that could harm the reputation of SFD.

**Artikel 9. Fee and Payment**

- 9.1. All amounts mentioned in a quotation or in the Agreement are in euros and are exclusive of taxes and/or levies imposed by the government, including but not limited to VAT and insurance tax, unless stated otherwise.
- 9.2. The fee payable to SFD for providing its services may be included in the amounts chargeable by the Provider to the Client; alternatively, an hourly rate, a fixed fee, subscription or a combination thereof may be agreed between SFD and the Client.
- 9.3. SFD is entitled to increase its rates, including any subscription costs, annually with effect from 1 January in accordance with the consumer price index (CPI) for all households, published by Statistics Netherlands (CBS), based on base year 2006 = 100, or in accordance with a fixed percentage as agreed by SFD and the Client.
- 9.4. Changes in taxes and/or levies imposed by the government are always passed on to the Client. SFD is entitled to increase agreed rates at any given time if, after conclusion of the

Agreement, there are increases in the costs of materials or services that are necessary for performance of the Agreement, and/or other costs, which affect the cost price of SFD.

- 9.5. If SFD works on the basis of presenting detailed statements of expenses, SFD may ask for an advance which must be paid by the Client before SFD will start the performance of the Agreement.
- 9.6. If the Client is of the opinion that the invoice amount is incorrect, or that there are any other mistakes in the invoice, the Client must immediately notify SFD, at the same time submitting convincing supporting evidence.
- 9.7. The Client must pay the invoices of SFD within 14 days after the invoice date in the manner determined by SFD, unless otherwise agreed in writing or if the invoice states otherwise.
- 9.8. If the Client has not paid the invoice or has not paid it in full after the expiry of one or more payment term(s), SFD will send a payment reminder to the Client. If the Client fails to pay the full outstanding invoice amount as soon as possible, but at the latest within fourteen (14) days (unless otherwise stated) after the payment reminder, the Client will be in default without formal notice being required.
- 9.9. If the Client fails to pay the premiums in time for insurance policies taken out by the Client, the Provider may suspend the insurance cover and, in the event of damage, refuse to compensate the Client. If the premium and/or interest payments relate to an existing mortgage, the Provider may also decide to proceed with an compulsory sale of the property to which the existing mortgage relates. In such cases, SFD is never liable vis-à-vis the Client.
- 9.10. SFD is entitled to charge statutory interest on the amount owed from the date the Client is in default; any judicial and extrajudicial collection fees will be borne by the Client. The

extrajudicial collection fees will not exceed € 6,775 and are determined in accordance with the following sliding scale:

- For the first € 2,500: 15% up to a maximum of €40;
- For the next €2,500: 10%;
- For the next €5,000: 5%;
- For the next €190,000: 1%;
- For any remainder: 0.5%.

At this time, SFD can also decide to collect the debt by using a bailiff, debt collection agency or legal proceedings.

- 9.11. Payments made by the Client are always allocated to settle all interest and costs owed and subsequently to settle the oldest outstanding invoices, even if the Client states that the payment relates to a more recent invoice.
- 9.12. SFD is entitled to suspend the provision of its services if, in the opinion of SFD, the Client's creditworthiness gives cause to do so or from the date on which the Client fails to comply with its payment obligation.

#### **Artikel 10. Guarantees and indemnification**

- 10.1. The Services provided by SFD are in compliance with the Agreement, if SFD has fulfilled its obligations pursuant to article 4.2. Other (implicit or explicit) guarantees with respect to the Services are explicitly excluded.
- 10.2. The Client is entitled to disclose the materials provided to SFD in the context of the Agreement and guarantees that processing these materials does not infringe any (Intellectual Property) rights of third parties. The Client indemnifies SFD against any damage and costs arising from claims by third parties which relate to the violation of this guarantee.

#### **Artikel 11. Liability**

- 11.1. Any liability of SFD, as well as its directors, partners, employees and persons engaged by SFD for the performance of its Services, vis-à-vis Clients who pay premium for an insurance is at all times limited to the amount paid out under SFD's liability insurance for this event, including the excess to be borne by SFD.
- 11.2. The total cumulative liability of SFD as well as its directors, partners, employees and persons engaged by SFD for the performance of its Services, vis-à-vis Clients who do not pay a premium is, under any circumstances and regardless of the number of loss-causing events, limited to (i) direct damage, and (ii) to a maximum of the total fee charged to and paid by the Client in respect of the Agreement that forms the basis of the damage that has arisen.
- 11.3. Direct damage is exclusively understood to mean (a). material damage to goods; (b). reasonable costs incurred to prevent or limit direct damage that might be expected as a result of the event on which the liability is based; and (c). reasonable costs incurred in determining the cause of the damage. SFD is not liable for any other damage other than direct damage, including consequential losses. Consequential losses include at least: loss of profit, loss of turnover, missed savings, reduced goodwill, damage to reputation, damage due to business interruption, losses, costs incurred to prevent or establish consequential damage,

loss, exchange or damage of electronic data and/or damage due to delay in transporting data traffic.

- 11.4. If the performance of any Service provided by SFD depends on the availability of a service or cooperation of a third party, SFD will never be liable for any unavailability or limited availability of this service or failure to provide such cooperation. The Client indemnifies SFD against all claims arising from the non-availability of any third party service required for performance of the Service.
- 11.5. SFD provides its Services exclusively for the benefit of the Client. Third parties cannot derive any rights from the content of the work performed for the Client.
- 11.6. SFD is never liable for any damage whatsoever resulting from errors in the software or other computer programs used by SFD.
- 11.7. SFD is never liable for any damage whatsoever arising from the fact that (email) messages sent by the Client have not reached SFD.
- 11.8. SFD is never liable for any damage whatsoever arising from late payment by the Client of the premiums and/or interest charged to the Client for financial products taken out by the Client after brokering by SFD.
- 11.9. SFD is never liable for any damage whatsoever arising from expiry of a financing reservation agreed upon by the Client with its counterparty.
- 11.10. SFD is never liable for any damage whatsoever caused by the Provider's failure to ensure, or failure to ensure in time, that the documents required for executing the mortgage deed are ready; nor is SFD liable for the funds not being deposited or not being deposited in time with the notary.
- 11.11. In the event that SFD advises or brokers with the purchasing of Financial Products that include an investment component, SFD will provide a forecast of the possible returns on the relevant product. However, this will only be indicative. SFD is never liable for damage suffered by the Client or third parties that results directly or indirectly from the disappointing performance of Financial Products and/or the disappointing return, yield, profitability, etc. of Financial Products. Furthermore, SFD is not liable for damage suffered as a result of errors or inaccuracies in forecasts made by third parties, including any Provider, regarding a return, yield, profitability, etc.
- 11.12. The Client will only be entitled to terminate any Agreement with SFD, if SFD - even after proper notice of default - remains attributable in default in fulfilling its obligations towards the Client. Payment obligations that arose before the time of termination and/or that relate to services already provided, must be paid by the Client in full and therefore do not form an item of cancellation.
- 11.13. The Client's right to claim damages under this Agreement, on the basis of tort or otherwise, will in any case expire one (1) year after occurrence of the event leading to the claim or proceedings being brought.
- 11.14. The provisions of this article do not affect SFD's liability for damage caused by the intent or wilful recklessness of its employees.
- 11.15. SFD is not responsible for the content of information made available by the Client by using the Service(s). The Client is fully responsible for compliance with legislation and regulations

and the Client indemnifies SFD against any third-party claim arising from a violation of the General Data Protection Regulation (GDPR), the Dutch Telecommunications Act (*Telecommunicatiewet*) and other legislation and regulations through using the Service.

**Artikel 12. Privacy**

- 12.1. SFD only collects and stores information, including personal data, in accordance with its [privacy statement](#), for the purpose of performing the Agreement or providing its services. SFD does this in compliance with the General Data Protection regulation (GDPR) and other legislation and regulations regarding privacy.

**Artikel 13. Force majeure**

- 13.1. SFD is not obliged to fulfil any obligation if this is not reasonably possible for SFD because the circumstances that existed at the time the obligations were entered into have changed, through no fault of SFD.
- 13.2. A shortcoming in SFD's fulfilment of an obligation will in any case not be considered to be attributable and will not be at SFD's risk in the event of default and/or shortcoming by or on behalf of its suppliers, subcontractors, carriers and/or other third parties it has engaged, in the event of fire, industrial actions or lockouts, riots or civil unrest, war, government measures, including a ban on export, import or transfer, frost and all other circumstances of such a nature that SFD can no longer be required to be bound by its obligations.

**Artikel 14. Termination of the Agreement**

- 14.1. The duration of the Agreement is determined in the Agreement itself. SFD is at all times entitled to terminate an Agreement in writing with due observance of a notice period of maximum one (1) month. SFD is not obliged to pay any form of damages nor financial compensation as a result of termination or early termination.
- 14.2. Either Party will be entitled to wholly or partly terminate the Agreement with immediate effect in the event that the other Party has gone bankrupt or the other Party has been granted a suspension of payments, as well as in the event that the business of the other Party is wound up or goes into liquidation.
- 14.3. Either Party will be entitled to terminate the Agreement if the other Party attributably fails to fulfil its material obligations under the Agreement - in all cases,
- a. after the other Party has been given a proper notice of default, in writing and stating reasons, whereby a reasonable period of time is given in which to remedy the default; or
  - b. with immediate effect if the other Party is in default and a written notice of default is not required under the law of the Netherlands.
- 14.4. If at the time of a termination as referred to above, a performance within the framework of the performance of the Agreement has already been received by the Client, such performance and the associated payment obligation of the Client will not be cancelled, unless the Client can prove that SFD is in default with respect to that specific performance. Any amounts invoiced by SFD prior to the termination in connection with the performance



already properly performed or delivered in the framework of the performance of the Agreement remain fully due and are payable immediately at the time of termination.

- 14.5. If the Client wishes to terminate the Agreement prior to or during its performance, the Client will owe SFD a fee to be determined by SFD. This fee will include all costs already incurred by SFD and the damage suffered by SFD as a result of the termination, including the loss of profit.
- 14.6. The Client is liable towards third parties for the consequences of the cancellation and will indemnify SFD against any resulting claims by such third parties.

**Artikel 15. Financial Services Complaints Tribunal**

- 15.1. SFD is a member of the Financial Services Complaints Tribunal (*Klachteninstituut Financiële Dienstverlening (KIFID)*) under number 300.002262. A dispute arising from quotations, offers and agreements to which these terms and conditions apply, may, at the Client's discretion, be submitted for binding advice to either the Financial Services Complaints Tribunal or the civil courts.

**Artikel 16. Loss of rights**

- 16.1. Complaints with regard to services provided by SFD or the level of the amounts charged by SFD, must, on penalty of loss of rights, be submitted to SFD in writing and within 60 days after receipt by the Client of the documents, information or invoice to which the Client's complaint relates, or 60 days after the time when the Client could reasonably have become aware of the shortcoming in SFD's performance identified by the Client. Submitting a complaint will never suspend the Client's payment obligations.
- 16.2. All rights to make a claim and other powers of the Client, under any heading, in connection with work performed by SFD will in any event lapse five years after the moment when the Client became aware or could reasonably have become aware of the existence of such rights and powers.

**Artikel 17. Confidentiality**

- 17.1. Parties are obliged to maintain confidentiality with regard to data of a confidential nature, in any form whatsoever - except (i) when prior permission has been granted by the other Party

to disclose such data, (ii) when such data can reasonably be regarded as non-confidential, or (iii) when the other Party has itself disclosed such data in any way.

- 17.2. Confidential information is considered to be in any case, the data that the Parties send each other and/or allow each other access to in the context of the performance of the Agreement.
- 17.3. If one of the Parties is obliged by law or by a judicial decision to provide information about or from the other Party to the government or to the authorities designated for this purpose by the government, the confidentiality obligation for that specific situation will lapse.

**Artikel 18. Miscellaneous**

- 18.1. All quotations and offers made by SFD as well as the Assignments that are accepted by SFD are subject to the law of the Netherlands.
- 18.2. Email messages are regarded as written communications, unless expressly agreed otherwise.
- 18.3. If the Parties, as evidenced by any written document, have made agreements that differ from these General Terms and Conditions, those different agreements will prevail. Changes and/or additions to these General Terms and Conditions will only be binding for SFD to the extent that they have been expressly agreed in writing between SFD and the Client.
- 18.4. SFD is entitled to transfer its rights and/or obligations under the Agreement to a third party without the consent of the other Party, unless the Parties have expressly agreed otherwise in writing. The Client is not entitled to such a transfer, unless otherwise agreed.
- 18.5. SFD is at all times entitled to unilaterally amend the contents of these General Terms and Conditions. In the event that SFD makes an amendment, it will notify the Client and simultaneously send a copy of the amended General Terms and Conditions. The Client has the right to object to the applicability of the amended General Terms and Conditions within 30 days of the date on which the Client was notified of the relevant amendments. In that case, the Parties will consult on 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 General Terms and Conditions will become applicable to the agreements made between the Parties from the date mentioned by SFD.
- 18.6. All disputes that may arise as a result or consequence of an agreement between the Parties and its legal successors will be submitted to the competent court in Amsterdam.

\*\*\*