

GENERAL CONDITIONS STRUIJS EMPLOYEE BENEFITS

Article 1: Definitions

1.1 Struijs Employee Benefits:

Struijs Employee Benefits based in Purmerend at Jaagweg 4, 1441 PA, hereafter called: “SEB”,

1.2 Client:

The natural person or legal entity to whom SEB has presented any offer or quote or with whom it has entered into an agreement.

1.3 Assignment:

The Assignment which the Client grants to SEB to advise on or mediate in the taking out of a financial product.

1.4 Financial Product:

The mortgage, insurance, investment or savings account or the credit facility on which SEB will advise and/or in respect of which SEB will act as intermediary in the taking out thereof.

1.5 Financial Institution:

The party with whom the financial product is taken out.

Article 2: Assignment

2.1 An agreement is deemed to have been made between the Client and SEB at the time that SEB has accepted an Assignment in writing or has started with the execution of an Assignment. SEB is entitled to refuse Assignments granted to it without giving any reasons for its refusal, even after it has sent an offer to the Client for the execution of work.

2.2 All Assignments granted to SEB and will be executed by SEB, even if it is the Client's intention that the Assignment is executed by a specific person working at SEB.

2.3 Assignments granted to SEB only lead to an obligation of best endeavours on the part of SEB, not an obligation to produce results, unless the contrary appears from the nature of the Assignment or from what the parties have agreed.

2.4 Unless otherwise agreed in writing, time is never to be deemed of the essence with regard to time periods indicated by SEB within which it will execute the Assignment.

2.5 These General Conditions are also stipulated on behalf of the directors and/or partners of SEB and all persons working for it. These General Conditions will continue to apply if the aforementioned directors/partners and/or other persons working for SEB, no longer work for SEB.

2.6 Any purchasing or other conditions to which the Client refers in the acceptance of a quote or offer or the entering into of an agreement do not apply, unless SEB accepts them without reservation and in writing.

Article 3: Quotes and offers of Financial Institutions and advice of SEB

3.1 Quotes and offers presented by SEB on behalf of a Financial Institution to the Client are, unless explicitly stated otherwise in the quote or offer, without commitment and subject to the reservation of acceptance by the relevant Financial Institution.

3.2 The Client cannot derive any rights from calculations made by SEB with regard to the costs of a financial product and the effect thereof on the Client's monthly costs. These calculations must be viewed as preliminary and indicative and may be subject to interim interest and premium changes. Only when a Financial Institution has presented an offer which has been accepted by a Client can SEB provide a definite calculation of the monthly costs.

3.3 Advice which SEB has given to the Client are momentary pictures and are based on simplified presumptions of the legislation and regulations applicable at that time. Only when a Financial Institution has presented an offer which has been accepted by the Client can SEB provide a definite calculation of the monthly costs.

Article 4: Communication

4.1 In the event the Client has sent a digital message to SEB he may only rely on this message having reached SEB if he receives a confirmation of receipt thereof which is not an automatic confirmation of receipt.

4.2 General information furnished by SEB, whether or not on the Internet, whether or not on the request of the Client, is without commitment and will never be deemed advice furnished by SEB in the framework of an Assignment granted to it, except insofar as the contrary appears from a notice of SEB or the matter concerns advice geared to the personal situation of the Client.

4.3 Until the Client has informed SEB of a change in address, SEB may rely on the Client being available at the address of which he has informed SEB at the start of the Assignment, including his e-mail address.

Article 5: Engaging of third parties

5.1 SEB is permitted in the execution of the Assignment granted to it to make use of third parties if necessary and refer to the general conditions of this third parties. The costs of engaging these third parties will be passed on to the Client.

5.2 Insofar as SEB, in the execution of the Assignment granted to it, has to make use of advice and services prepared by external advisers, including advice of accountants, attorneys, tax advisers, etc., it will consult as much as possible with the Client in advance and will show due care in the selection of the relevant third party. SEB is not liable for (attributable) shortcomings of these external advisers.

5.3 SEB is, in the same manner as for its own employees, responsible for the third parties engaged by it in the execution of the Assignment granted to SEB, which third parties are not to be deemed an external adviser as referred to in article 5.2. above, such as temp workers, freelancers, external administration agencies, etc. which operate under the name of SEB.

Article 6: Fee and payment

6.1 The fee to which SEB is entitled for its services can be included in the amounts charged to the Client by the financial institution or an hourly rate or fixed fee can be agreed. The parties will always make agreements in advance in this respect.

6.2 Changes in the taxes and/or levies imposed by a public authority will always be passed on to the Client. SEB is entitled to increase agreed prices in the interim if after the acceptance of the Assignment increases arise in the costs of materials or services which are necessary for the execution of the Assignment and/or of other costs which influence the cost price of SEB.

6.3 Invoices of SEB must be paid by the Client within 14 days after the invoice date in the manner prescribed by SEB, unless otherwise agreed in writing or the invoice states otherwise.

6.4 Insofar as SEB charges the Client interest or premiums on behalf of a Financial Institution, the Client must realise that non-payment or late payment of premiums and/or interest which have been charged can entail that the insurance and/or provisions taken out by him do not provide cover for the insured risk, or can lead to enforcement sale of the real estate to which a mortgage relates.

6.5 Set-off by the Client of amounts which SEB has charged the Client for its services against a counterclaim of the Client, or suspension of payment by the Client in connection with a counterclaim presented by the Client is only permitted insofar as SEB has explicitly acknowledged the counterclaim without reservation or such counterclaim has been irrevocably determined in court.

6.6 If the Client does not pay the amounts charged by SEB within the agreed term, the Client will owe the statutory interest over the outstanding amount without the need for prior notice of default. If the Client continues to default on the payment of the outstanding amount to SEB even after having been given notice of default, SEB can instruct a third party to collect the claim for it, in which case the Client will always be bound to compensate the extrajudicial collection costs. The amount of the extrajudicial collection costs will be fixed at 15% of the amount for which payment is claimed.

6.7 Payments made by the Client will always first go to payment of all interest and costs owing and then to the payment of due invoices which have been outstanding the longest, even if the Client states that the payment relates to a later invoice.

6.8 If in SEB's opinion the creditworthiness of the Client gives cause for such, SEB is entitled to suspend the provision of its services until the Client has given sufficient security for his payment obligations.

Article 7: Information of the Client

7.1 The Client will always, upon request or otherwise, provide SEB with all relevant information which SEB needs for the proper execution of its Assignment. This includes, but not exclusively, a situation in which such changes occur in the family composition, the income or the capital situation of the Client that SEB should adjust its advice or that financial products already taken out may no longer be sufficient.

7.2 SEB can only perform the duty of care it has vis-à-vis the Client if the Client strictly complies with the provisions of 7.1.

7.3 If information which is necessary for the execution of the agreed Assignment has not been furnished to SEB, has not been furnished in time or has not been furnished in accordance with the agreements made, or if the Client has not performed its (disclosure) obligations in some other way, SEB has the right to suspend the execution of the Assignment.

7.4 The Client is even fully responsible for the accuracy and completeness of all information which he has furnished to SEB.

Article 8: Liability of SEB

8.1 Any liability of SEB and of its directors, its employees and the persons engaged by SEB in the execution of the Assignment is limited to an amount which in this case is paid out under SEB's professional liability insurance, including the excess to be borne by SEB. On request interested parties will be furnished with additional information on the professional liability insurance.

8.2 In the event the professional liability insurance of SEB referred to in article 8.1 does not provide cover in a specific case, the liability of SEB and its directors, employees and the persons SEB has engaged in the execution of the Assignment will be limited to a maximum of the total of the fee charged to the Client for the Assignment to which the loss in question relates. If SEB has not charged the Client a fee for its services, the liability of SEB and its directors, employees and third parties is limited to the premium which the Financial Institution has charged the Client.

8.3 The execution of the Assignment will exclusively be on behalf of the Client. Third parties cannot derive any rights from the contents of the work carried out on behalf of the Client.

8.4 SEB is never liable for loss suffered by the Client or third parties as a result of inaccurate, incomplete or late information furnished by the Client.

8.5 SEB is never liable for any loss whatsoever which ensues from errors in software or other computer programs used by SEB, or provided to costumers by SEB, unless SEB can recover this loss from the supplier of the software or computer program in question.

8.6 SEB is never liable for any loss whatsoever ensuing from the circumstance that (e-mail) messages which the Client has sent SEB have not reached SEB.

8.7 SEB is never liable for any loss whatsoever ensuing from the circumstance that the Client has not made timely payment of the premiums and/or interest charged to him for financial products taken out by him, after mediation of SEB.

8.8 The provisions of this article are without prejudice to SEB's liability for loss caused by the intent or wilful recklessness of its subordinates.

8.9 The Client is only entitled to dissolve any agreement with SEB if SEB, even after proper notice of default, defaults on its obligations to the Client. Payment obligations which have arisen before the time of dissolution and/or which relate to services already provided, must be performed by the Client in full.

Article 9: Force majeure

9.1 SEB is not bound to perform any obligation if this is not reasonably possible for SEB as a result of changes beyond SEB's control in the circumstances as these existed at the time of entering into the obligations.

9.2 A shortfall in the performance of an obligation of SEB is in any event not default and is not at SEB's risk in the event of default and/or shortcoming by or at its suppliers, subcontractors and/or other third parties it has engaged, in the event of fire, work strike or lock-out, riots, war, government measures, including export, import or through-put prohibitions, freezing weather and all other circumstances which are of such nature that it cannot be demanded that SEB be bound thereby.

Article 10: Protection of personal details

10.1 SEB will not use personal details which the Client has furnished to SEB or pass said details on to third parties for other purposes than on behalf of the execution of the Assignment granted to it or mailings and the like which SEB sends to the Client, except insofar as SEB, on the basis of the law or public order, in the normal course of its business is obliged to furnish the relevant details to an institution designated in this respect.

10.2 If the Client objects to the inclusion of his personal details in any mailing list and the like of SEB, SEB will remove the details in question from the relevant database on the Client's first written request.

Article 11: Complaints Institute

11.1 SEB is affiliated with the Financial Services Complaints Institute (KIFID) under number 300.006152. A dispute ensuing from offers, quotes and agreements to which these Conditions apply can, at the Client's election, be presented to either the Financial Services Disputes Committee or the civil court for a binding advisory opinion.

11.2 SEB agrees in advance to comply with the binding advisory opinion given by the Financial Services Disputes Committee, insofar as the interests of the dispute do not exceed

an amount of € 25,000 (in words: twenty-five thousand euros). If the relevant dispute exceeds said monetary interest, SEB can opt not to cooperate in a binding advisory opinion procedure.

Article 12: Loss of rights

12.1 Complaints relating to work carried out by SEB or the amounts charged by it must be lodged with SEB in writing within 60 days after the Client has received the documents, information or invoice to which his complaint relates or could reasonably have become aware of the shortcoming in SEB's performance; failure to do so will result in loss of rights. The lodging of a complaint will never suspend the Client's payment obligations.

12.2 All rights of claim and other rights of the Client under any heading whatsoever in connection with the work carried out by SEB will in any event lapse five years after the time when the Client was or could reasonably have become aware of the existence of these rights.

Article 13: Miscellaneous

13.1 All quotes and offers presented by SEB and the Assignments accepted by it are governed by Dutch law.

13.2 In the event the contents of written agreements between SEB and the Client deviate from the provisions of these General Conditions, the written agreements will prevail.

13.3 Deviations from and/or additions to these General Conditions only bind SEB insofar as they have been explicitly agreed between SEB and the Client in writing.

13.4 If any provision of these General Conditions turns out to be void, only the relevant provision is excluded from applicability, all other provisions will remain effective in full.

13.5 SEB is entitled to unilaterally alter the contents of these General Conditions. In the event SEB makes interim changes it will inform the Client thereof, enclosing with such notice the altered General Conditions. The Client is entitled within 30 days after the date on which he was informed of the relevant changes to present an objection to the applicability of the altered conditions. In such case the parties will consult on the contents of the applicable General Conditions. If the Client does not object to the altered contents of the General Conditions, they will govern the agreements made between the parties as of the date specified by SEB.

STRUIJS

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