

General Terms and Conditions Strik Creemers and Partners

Article 1 Definitions

- 1.1 *Strik Creemers and Partners B.V.:*
Strik Creemers and Partners B.V. situated in Eindhoven at Hoogstraat 184 5615PW, hereinafter referred to as: "Strik Creemers and Partners".
- 1.2 *Client:*
The natural or legal person to whom Strik Creemers and Partners has provided any offer or quotation or with whom it has entered into any agreement.
- 1.3 *Assignment:*
The assignment, given by the client to Strik Creemers and Partners, to advise on or mediate in concluding a Financial Product as well as giving an implementation to an agreed contract between the Client and Strik Creemers and Partners.
- 1.4 *Contract*
The agreed order of service between the Client and Strik Creemers and Partners confirming that, in accordance with the terms and conditions stated in the contract, the Client will be guided with maintenance and execution of specified enclosed financial products, stated in the contract.
- 1.5 *Financial Product*
The mortgage, insurance, savings account or the credit facility or investment object, or a name registered as such as in section 1:1 Financial Supervision Act products, on which Strik Creemers and Partners advises, mediates, and/or manages, based on an agreement.
- 1.6 *Supplier:*
The supplier of a financial product.

Article 2: Assignment

- 2.1 An agreement is deemed to have been made between the Client and Strik Creemers and Partners at the time that Strik Creemers and Partners agrees on an assignment in written confirmation, or has started the execution of work. Strik Creemers and Partners is entitled to refuse Assignments granted to it, without stating 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 Strik Creemers and Partners are solely made with Strik Creemers and Partners and will be executed by Strik Creemers and Partners, even when it is intended by the Client that the Assignment is carried out by one specific employee working at Strik Creemers and Partners.
- 2.3 Assignments granted to Strik Creemers and Partners only lead to an obligation of best endeavors on the part of Strik Creemers and Partners, not an

obligation to produce results, unless the contrary appears from the nature of the Assignment or from what the parties have agreed upon.

- 2.4 Unless agreed upon otherwise in writing, time is never to be deemed of the essence with regard to time periods indicated by Strik Creemers and Partners within it will execute the Assignment.
- 2.5 These General Terms and Conditions are also stipulated on behalf of the directors and/or partners of Strik Creemers and Partners and all persons working for it. These General Terms and Conditions will continue to apply if the aforementioned directors/partners and/or other persons working for Strik Creemers and Partners, no longer work for Strik Creemers and Partners.
- 2.6 Any purchasing or other conditions to which the Client refers in the acceptance of an offer or a quotation or the entering into an agreement do not apply, unless Strik Creemers and Partners accepts them without reservations in writing.

Article 3: Quotations and offers of Supplier and advices of Strik Creemers and Partners

- 3.1 Quotations and offers presented by Strik Creemers and Partners on behalf of a supplier to the Client are, unless explicitly stated otherwise in the quotation or offer, without commitment and subject to the reservation of acceptance by the relevant Supplier.
- 3.2 The Client cannot derive any rights from calculations made by Strik Creemers and Partners 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 interests and premium changes. Only when the Supplier has presented an offer which has been accepted by a Client can Strik Creemers and Partners provide a definite calculation of the monthly costs.
- 3.3 Advices which Strik Creemers and Partners 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 the Supplier has presented an offer which has been accepted by a Client can Strik Creemers and Partners provide a definite calculation of the monthly costs.

Article 4: Communication

- 4.1 In the event the Client has sent a digital message to Strik Creemers and Partner, he may only rely on this message having reached Strik Creemers and Partners if he receives a confirmation of receipt thereof which is not an automatic confirmation of receipt.
- 4.2 General information furnished by Strik Creemers and Partners, whether or not on the internet, whether or not on the request of the Client, is without any commitment and will never be deemed advice furnished by Strik Creemers and Partners in the framework of an Assignment granted to it, except insofar as the contrary appears from a notice of Strik Creemers and

Partners or the matter concerns advice geared to the personal situation of the Client.

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

Article 5: Engaging of third parties

- 5.1 Strik Creemers and Partners is permitted to, in the execution of the Assignment, make use of third parties, if necessary. The costs on engaging these third parties will be passed on to the client.
- 5.2 Insofar as Strik Creemers and Partners, in the execution of the Assignment granted to it, has to make use of advice prepared by external advisers, including advice of accountants, attorneys, tax advisors, 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. Strik Creemers and Partners is not liable for (attributable) shortcomings of these external advisers.
- 5.3 Strik Creemers and Partners 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 Strik Creemers and Partners, which third parties are not to be deemed an external adviser as referred to in article 5.2 above, such as temp workers, external administration agencies, etc.

Article 6: Fee and payment

- 6.1 The fee to which Strik Creemers and Partners is entitled for its services can be included in the amounts charged to the Client by the Supplier or an hourly rate or fixed fee can be agreed.
- 6.2 Strik Creemers and Partners is entitled to increase its rates, including possible costs in contract, each year with effect on 1 January, in accordance with the consumer price index (CPI) series for all households, published by Statistics Netherlands (CBS), based on base year 2006 = 100, as a fixed percentage as agreed by Strik Creemers and Partners.
- 6.3

Any changes in taxes by government and/or levies will always be passed on to the Client. Strik Creemers and Partners is entitled to increase taxes 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 Strik Creemers and Partners.

- 6.4 In case Strik Creemers and Partners works on a reimbursement basis, an advance payment can be charged which has to be paid by the Client, before Strik Creemers and Partners starts the execution of the Assignment.
- 6.5 Invoices of Strik Creemers and Partners must be paid by the Client within 14 days after the invoice date in the manner prescribed by Strik Creemers and Partners, unless otherwise agreed in writing or the invoice states otherwise.
- 6.6 If the Client does not pay the amounts charged by Strik Creemers and Partners within the agreed term, the Supplier is entitled to suspend the cover under the insurance and in cases of damage refuse to compensate. In case the premium and/or interest payments relate to a mortgage, the Supplier can decide to sell the immovable property under execution upon which the mortgage relates. Strik Creemers and Partners is in these cases never liable towards the Client.
- 6.7 Set-off by the Client of amounts which Strik Creemers and Partners has charged the Client for its services against a counterclaim presented by the Client, or suspension of payment by the Client in connection with a counterclaim presented by the Client is only permitted insofar Strik Creemers and Partners has explicitly acknowledged the counterclaim without reservation of such counterclaim has been irrevocably determined in court.
- 6.8 If the Client does not pay the amounts charged by Strik Creemers and Partners within the agreed term, the Client will lose 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 Strik Creemers and Partners even after having been given notice of default, Strik Creemers and Partners 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 amount to a maximum of €6,775.00 and are set by the graduated rates shown below:
- Over the first €2,500: 15% with a minimum amount of €40,-; Over the next €2,500: 10%;
 - Over the next €5,000: 5%
 - Over the next €190,000: 1%
 - On the excesses: 0.5%
- 6.9 Payments made by the Client will always first go to payment of all interests 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.
- 6.10 If in Strik Creemers and Partners' opinion the creditworthiness of the Client gives cause for such, Strik Creemers and Partners is entitled to suspend the provision of its services until the Client has given sufficient security for his payment obligations.

Article 7: Information from Client

- 7.1 The Client will always, upon request or otherwise, provide Strik Creemers and Partners all relevant information which Strik Creemers and Partners 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, the capital situation, the business destination, the size of the business, the inventory management etc. of the Client that Strik Creemers and partners should adjust its advice or that financial products already taken out may no longer be sufficient.
- 7.2 Strik Creemers and Partners can only perform the duty of care it has towards 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 Strik Creemers and Partners in time or in accordance with the agreements made, or if the Client has not performed its (disclosure) obligations in some other way, Strik Creemers and Partners has the right to suspend the execution of the Assignment.
- 7.4 The Client is fully responsible for the accuracy and completeness of all information which he has furnished to Strik Creemers and Partners. If Strik Creemers and Partners have to make more costs or spend extra time on the Assignment, in the result of late, inaccurate or incomplete information Strik Creemers and Partners will pass thee extra fee and/or levies on to the Client.
- 7.5 If it turns out the Client gave wrongful or incomplete information on the basis of which Strik Creemers and Partners executed the Assignment, the Supplier is by virtue of the (general) policy terms entitled to terminate the insurance or the credit loan (immediately), or entitled to decide not to compensate for the damage suffered.

Article 8: Liability of Strik Creemers and Partners

- 8.1 Any liability of Strik Creemers and Partners and its directors, its employees and the persons engaged by Strik Creemers and Partners in the execution of the Assignment is limited to an amount which in this case is paid out under Strik Creemers and Partners' professional liability insurance, including Strik Creemers and Partners' own risk. On request interested parties will be furnished with additional information on the professional liability insurance.
- 8.2 In the event the professional liability insurance referred to in article 8.1 does not provide cover in a specific case, the liability of Strik Creemers and Partners and its directors, employees and the persons Strik Creemers and Partners 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 Strik Creemers and Partners has not charged the Client a fee fort its services, the liability

- of Strik Creemers and Partners and its directors is limited to the premium which the Supplier 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 Strik Creemers and Partners is never liable loss suffered by the Client or third parties as a result of inaccurate, incomplete or late information furnished by the Client.
 - 8.5 Strik Creemers and Partners is never liable for any loss whatsoever which ensues from errors in software or other computer programs used by Strik Creemers and Partners.
 - 8.6 Strik Creemers and Partners is never liable for any loss whatsoever ensuing from circumstance that (e-mail)messages which the Client has sent Strik Creemers and Partners have not reached Strik Creemers and Partners.
 - 8.7 Strik Creemers and Partners 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 or financial products taken out by him, after mediation of Strik Creemers and Partners.
 - 8.8 Strik Creemers and Partners is never liable for any loss whatsoever ensuing the circumstance that the Client with whom the Client agreed a financing reservation has expired.
 - 8.9 Strik Creemers and Partners is never liable for any loss whatsoever ensuing from the circumstance that the Supplier not timely ensured the documents necessary for the mortgage reservation and/or funds are not or not timely with the notary.
 - 8.10 In case Strik Creemers and Partners advices concerning and/or mediating with the financial products of which an investment component is part, a prediction is made by Strik Creemers and Partners concerning the possible results to be achieved of the product concerned. This is only an indication. Strik Creemers and Partners is never liable for any damage on the part of the Client or third parties, that directly or indirectly ensues from a (disappointing) value development of financial products and/or (disappointing) results, returns, profitability etc. of financial products. Furthermore, Strik Creemers and Partners is never liable for any losses suffered as a result of any errors or inconsistencies from third parties, including any Supplier, predictions concerning a result to be achieved, returns, profitability, etc.
 - 8.11 The provisions of this article are without prejudice to Strik Creemers and Partners' liability for loss caused by the intent or willful recklessness of its subordinates.
 - 8.12 The Client is only entitled to dissolve any agreement with Strik Creemers and Partners if Strik Creemers and Partners, 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 Strik Creemers and Partners is not bound to perform any obligation if this is not reasonably possible for Strik Creemers and Partners as a result of the changes beyond Strik Creemers and Partners' 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 Strik Creemers and Partners is in any event not default and is not at Strik Creemers and Partners' risk in the event of default and/or shortcoming by or at its suppliers, subcontractors, carriers 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 Strik Creemers and Partners be bound thereby.

Article 10: Protection of personal details

- 10.1 Strik Creemers and Partners will not use personal details which the Client has furnished to Strik Creemers and Partners 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 Strik Creemers and Partners sends to the Client, except insofar as Strik Creemers and Partners, 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 Strik Creemers and Partners, Strik Creemers and Partners will remove the details in question from the relevant database on the Client's first written request.

Article 11: Complaints institute

- 11.1 Strik Creemers and Partners is affiliated with the Financial Services Complaint Institute (KIFID). A dispute ensuing from offers, quotations 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 Strik Creemers and Partners agrees in advance to comply with the binding advisory opinion given by the Financial Services Disputes Committee, insofar as the interest of the dispute do not exceed an amount of €25,000 (in words: twenty-five thousand euros). If the relevant dispute exceeds said monetary interests, Strik Creemers and Partners 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 Strik Creemers and Partners or the amounts charged by it must be lodged with Strik Creemers and Partners 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 Strik Creemers and Partners 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 Strik Creemers and Partners 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: Other subjects

- 13.1 All quotations and offers presented by Strik Creemers and Partners and the Assignment accepted by it are governed by Dutch law.
- 13.2 In the event the contents of written agreement between Strik Creemers and Partners and the Client deviate from the provisions of these General Terms and Conditions, the written agreements will prevail.
- 13.3 - Deviations from and/or additions to these General Terms and Conditions only bind Strik Creemers and Partners insofar as they have been explicitly agreed between Strik Creemers and Partners and the Client in writing.
- 13.4 If any provision of these General Terms and Conditions turns out to be void, only the relevant provision is excluded from applicability, all other provisions will remain effective in full.
- 13.5 Strik Creemers and Partners is entitled to unilaterally alter the contents of these General Terms and Conditions. In the event Strik Creemers and Partners makes interim changes, it will inform the Client thereof, enclosing with such a notice the altered General Terms and 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 Terms and Conditions. In case the Client does not object to the altered contents of the General Terms and Conditions, they will govern the agreements made between parties as of the date specified by Strik Creemers and Partners.