

GENERAL CONDITIONS STRUIJS FINANCIAL PLANNING

Article 1: Definitions

1.1 *Struijs Financial Planning B.V.:*

Struijs Financial Planning B.V. based in Purmerend at Amperestraat 35, 1446 TR, hereafter called: "SFP",

1.2 *Client:*

The natural person or legal entity to whom SFP 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 SFP 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 SFP will advise and/or in respect of which SFP 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 SFP at the time that SFP has accepted an Assignment in writing or has started with the execution of an Assignment. SFP 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 SFP and will be executed by SFP, even if it is the Client's intention that the Assignment is executed by a specific person working at SFP.

2.3 Assignments granted to SFP only lead to an obligation of best endeavours on the part of SFP, 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 SFP within which it will execute the Assignment.

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

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 SFP accepts them without reservation and in writing.

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

- 3.1 Quotes and offers presented by SFP 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 SFP 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 SFP provide a definite calculation of the monthly costs.
- 3.3 Advice which SFP 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 SFP provide a definite calculation of the monthly costs.

Article 4: Communication

- 4.1 In the event the Client has sent a digital message to SFP he may only rely on this message having reached SFP if he receives a confirmation of receipt thereof which is not an automatic confirmation of receipt.
- 4.2 General information furnished by SFP, 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 SFP in the framework of an Assignment granted to it, except insofar as the contrary appears from a notice of SFP or the matter concerns advice geared to the personal situation of the Client.
- 4.3 Until the Client has informed SFP of a change in address, SFP may rely on the Client being available at the address of which he has informed SFP at the start of the Assignment, including his e-mail address.

Article 5: Engaging of third parties

- 5.1 SFP 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 SFP, 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. SFP is not liable for (attributable) shortcomings of these external advisers.
- 5.3 SFP 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 SFP, 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 SFP.

Article 6: Fee and payment

- 6.1 The fee to which SFP 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. SFP 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 SFP.
- 6.3 Invoices of SFP must be paid by the Client within 14 days after the invoice date in the manner prescribed by SFP, unless otherwise agreed in writing or the invoice states otherwise.
- 6.4 Insofar as SFP 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 SFP 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 SFP 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 SFP 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 SFP even after having been given notice of default, SFP 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 SFP's opinion the creditworthiness of the Client gives cause for such, SFP 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 SFP with all relevant information which SFP 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 SFP should adjust its advice or that financial products already taken out may no longer be sufficient.

7.2 SFP 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 SFP, 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, SFP 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 SFP.

Article 8: Liability of SFP

8.1 Any liability of SFP and of its directors, its employees and the persons engaged by SFP in the execution of the Assignment is limited to an amount which in this case is paid out under SFP's professional liability insurance, including the excess to be borne by SFP. 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 SFP referred to in article 8.1 does not provide cover in a specific case, the liability of SFP and its directors, employees and the persons SFP 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 SFP has not charged the Client a fee for its services, the liability of SFP 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 SFP 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 SFP is never liable for any loss whatsoever which ensues from errors in software or other computer programs used by SFP, or provided to costumers by SFP, unless SFP can recover this loss from the supplier of the software or computer program in question.

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

8.7 SFP 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 SFP.

8.8 The provisions of this article are without prejudice to SFP'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 SFP if SFP, 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 SFP is not bound to perform any obligation if this is not reasonably possible for SFP as a result of changes beyond SFP'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 SFP is in any event not default and is not at SFP'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 SFP be bound thereby.

Article 10: Protection of personal details

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

Article 11: Complaints Institute

- 11.1 SFP is affiliated with the Financial Services Complaints Institute (KIFID) under number 300.017989. 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 SFP 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, SFP 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 SFP or the amounts charged by it must be lodged with SFP 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 SFP'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 SFP 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 SFP and the Assignments accepted by it are governed by Dutch law.
- 13.2 In the event the contents of written agreements between SFP 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 SFP insofar as they have been explicitly agreed between SFP 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 SFP is entitled to unilaterally alter the contents of these General Conditions. In the event SFP 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 SFP.