

These general terms are used by the Private Company Hereninvest Groep, with registered offices in Haarlem, in Oostpoort Centre, Diakenhuisweg 17, 2033 AP, hereafter referred to as: 'Hereninvest Groep BV', also established on behalf of the managing directors of Hereninvest Groep BV and all its employees. These terms shall remain applicable even after aforementioned managing directors and/or employees no longer work for Hereninvest Groep BV.

The contractual counterparty of Hereninvest Groep BV is the party to whom Hereninvest Groep BV has submitted any tender or offer, or with whom it has concluded an agreement. This party may either be a legal entity or a natural person and is hereafter referred to as: "the Principal".

Artikel 1: Applicability

- 1.1 These general terms apply to all offers, tenders and acceptances thereof, and/or all agreements concluded by Hereninvest Groep BV in which Hereninvest Groep BV undertakes to provide services or fulfil a commission. The applicability of any purchase or other conditions referred to by the Principal upon the acceptance of a tender or offer or the conclusion of an agreement, is hereby excluded unless Hereninvest Groep BV has unequivocally accepted these terms in writing.
- 1.2 Any deviations from, and additions to, these general terms are only binding on Hereninvest Groep BV insofar as Hereninvest Groep BV and the Principal have explicitly agreed to them in writing.
- 1.3 Should any provision in these general terms become null and void, only the applicability of the provision in question is excluded; all other provisions remain applicable in full force.

Artikel 2: Offers, agreement, commission etc.

- 2.1. Unless explicitly indicated otherwise, offers and rates submitted by Hereninvest Groep BV are non-committal and – where relevant – subject to acceptance by the insurance company.
- 2.2. Commissions granted to Hereninvest Groep BV are exclusively considered by Hereninvest Groep BV to be best effort obligations, and not result obligations. A different interpretation will only occur in cases where this is clear from the nature of the commission or promised by Hereninvest Groep BV in writing.
- 2.3. An agreement is considered to have been concluded once Hereninvest Groep BV accepts a commission in writing or commences fulfilment thereof. Hereninvest Groep BV is authorised to refuse granted commissions without giving reasons.
- 2.4. If the Principal has made any (insurance) applications by e-mail and has not received an order confirmation (from an employee of) Hereninvest Groep BV within 24 hours after sending the email,

the Principal's message must be considered as not having been received. If the Principal wishes to receive a response or definite answer from (an employee of) Herenvest Groep BV, it is the responsibility of the Principal to verify that the message has reached (the employee of) Herenvest Groep BV.

- 2.5. Digital information provided by Herenvest Groep BV to the Principal (via internet and/or at the latter's request) is non-committal and will at no time be considered advice issued by Herenvest Groep BV in the context of a commission granted to Herenvest Groep BV, unless otherwise indicated in a communication.

Artikel 3: Engagement of Third Parties

- 3.1. Where necessary, Herenvest Groep BV is permitted to engage third parties for the fulfilment of the commission granted to Herenvest Groep BV. Prior to the engagement of third parties, Herenvest Groep BV shall consult the Principal as much as possible and exercise due care with regard to the selection of third parties. Herenvest Groep BV is not liable for any shortcomings of these third parties. The costs incurred for the engagement of these external third parties will be passed on to the Principal, unless otherwise agreed in writing.

Artikel 4: Fees and Payment

- 4.1. When concluding the agreement, the Parties will agree upon the method of payment for the fee to be paid to Herenvest Groep BV. The fee may be included in the amounts to be charged to the Principal (whether or not on behalf of an insurance company); it is also possible to agree to a fixed fee or an hourly rate.
- 4.2. Changes in the taxes and levies imposed by the government will consistently be passed on to the Principal. Herenvest Groep BV is authorised to revise the agreed rates in the interim if – after conclusion of the agreement – changes occur in the costs of materials or services required for the fulfilment of the agreement, and/or other costs that influence the cost price of Herenvest Groep BV.
- 4.3. All payments by the Principal must take place within fourteen days after the invoice date and in the manner specified by Herenvest Groep BV, unless explicitly agreed otherwise in writing or thus indicated on the invoice. The Principal is aware that failure to pay the charged premiums (in good time) may mean that the insurance and/or facilities concluded by the Principal through the intermediation of Herenvest Groep BV may not actually cover the insured risk.
- 4.4. Offset by the Principal of premiums and amounts invoiced by Herenvest BV against any counterclaim set by the Principal, or suspension of payment by the Principal in relation to a counterclaim set by Herenvest Groep BV, is only permitted if this claim has been expressly and unreservedly recognized by Herenvest Groep BV or has been irrevocably established in law.
- 4.5. If the Principal fails to pay the due premiums and/or amounts within the agreed term, the Principal will owe the statutory interest on the outstanding amount without notice of default being required. If the Principal fails to pay the outstanding amount to Herenvest Groep BV after having been declared in default, the claim may be presented for collection. In that case, the Principal must settle the total amount due plus extra-judicial collection costs fixed at two points of the court-approved scale of costs.

- 4.6. Payments made by the Principal will first be used to settle all interest and costs payable and subsequently those invoice amounts which have been outstanding for the longest period, even if the Principal has stated that the payment relates to a later invoice.
- 4.7. Where, in the assessment of Hereninvest Groep BV, the Principal's creditworthiness gives cause to do so, Hereninvest Groep BV is authorised to suspend the provision of its services until the Principal has provided sufficient security for its payment obligations.

Artikel 5: Periods

- 5.1. Unless otherwise agreed in writing, the periods indicated by Hereninvest Groep BV for the fulfilment of the granted commission will never be considered deadlines.

Artikel 6: Co-operation by the Principal

- 6.1. The Principal will at all times, both on request and at its own initiative, provide all relevant information required by Hereninvest Groep BV for the correct fulfilment of the granted commission. If the information necessary for the agreement's fulfilment is not made available to Hereninvest Groep BV, or not made available in good time or according to the agreements, or if the Principal has in any other way failed to fulfil its (information) obligations, Hereninvest Groep BV is authorised to suspend the fulfilment of the agreement.
- 6.2. The Principal will remain fully responsible for the correctness and completeness of all information provided to Hereninvest Groep BV.

Artikel 7: Liability of Hereninvest Groep BV

- 7.1. Every (contractual and non-contractual) liability of Hereninvest Groep BV and its Managing Directors, its employees and the third parties engaged by Hereninvest Groep BV for the fulfilment of the commission, is limited to the amount covered by the professional liability insurance of Hereninvest Groep BV in that event, to be increased by the applicable excess. Further information about the professional liability insurance will be provided on request to interested parties.
- 7.2. If the professional liability insurance of Hereninvest Groep BV, as referred to in article 7.1, does not provide cover for a specific event, the contractual and non-contractual liability of Hereninvest Groep BV and its Managing Directors, its employees and the third parties engaged by Hereninvest Groep BV for the fulfilment of the commission, is limited to the total amount of the annual fee charged to the Principal for the commission that caused the damage, subject to a maximum of € 50,000 or a maximum of 5 times the annual premium that has been, or would have been, calculated for the insurance in question, subject to a maximum of € 50,000. Furthermore, liability is restricted to direct damage suffered by the Principal, which means that the commissioned party will not under any circumstance offer compensation for resulting damage, trading loss, loss of profits, etc.
- 7.3. The fulfilment of the granted commission takes place exclusively on behalf of the Principal. Third parties may not derive any rights from the activities carried out for the Principal.
- 7.4. Hereninvest Groep BV is not liable for any damage suffered by the Principal or third parties due to the provision by the Principal of incorrect, incomplete or untimely information.

- 7.5. Hereninvest Groep BV is at no time liable for any damage resulting from software used by Hereninvest Groep BV, unless Hereninvest Groep BV is able to recover this damage from the supplier of the software in question.
- 7.6. Hereninvest Groep BV is at no time liable for any damage caused by circumstances whereby any sent (e-mail) messages were not received by Hereninvest Groep BV.
- 7.7. Hereninvest Groep BV is at no time liable for any damage caused by circumstances whereby the Principal fails to pay the premiums for insurance or provisions concluded through the intermediation of Hereninvest Groep BV, or fails to do so in good time, despite having received a proper order from Hereninvest Groep BV.
- 7.8. The provisions in this article do not affect the liability of Hereninvest Groep BV for damage caused by intentional acts and omissions or negligence on the part of its subordinates.
- 7.9. The Principal is authorised to dissolve any agreement with Hereninvest Groep BV if Hereninvest Groep BV continues to be in default with regard to the fulfilment of its obligations vis-à-vis the Principal after having received proper notice of default. The Principal must fulfil in full all payment obligations which were created before the time of dissolution and/or which relate to services already provided.

Artikel 8: Force majeure

- 8.1. Hereninvest Groep BV is not bound to fulfil any obligation where, through no fault or action of Hereninvest Groep BV, due to changes in the circumstances at the time of assuming the obligations, this is not reasonably possible for Hereninvest Groep BV.
- 8.2. Hereninvest Groep BV will not be considered culpable or liable for any expense, for any failure to fulfil its obligations, in the event of negligence and/or shortcoming on the part of its suppliers, subcontractors, carriers and/or other engaged parties, or in the event of fire, strikes or lockout, riots or civil commotion, war, government measures including import or transit bans, frost and all other circumstances of such a nature that Hereninvest Groep BV can no longer be asked to fulfil its obligations.

Artikel 9: Confidentiality and Protection of Personal Data

- 9.1. The Parties mutually undertake to maintain all confidentiality with regard to all information made known to them for the purposes of the agreement with the other party and which they, in all reasonableness, should understand to be confidential or secret.
- 9.2. The personal data provided by the Principal to the Hereninvest Groep BV will not be used by Hereninvest Groep BV, or provided to third parties, for purposes other than the fulfilment of its granted commissions, or mailings and the like, to be sent to the Principal, unless Hereninvest Groep BV is required by law or public order to provide this information to the competent authority as part of its business operations.
- 9.3. If the Principal objects to the inclusion of its personal data in any mailing lists etc. of Hereninvest Groep BV, the latter will remove these data from the file in question on the Principal's first request.

Artikel 10: Applicable law and disputes

- 10.1. All offers, quotations and agreements by Hereninvest Groep BV are governed by Dutch law.
- 10.2. Hereninvest Groep BV is affiliated with the Financial Services Complaints Board (KIFID) with number 300.005915. The Principal is authorised to refer any disputes arising from offers, quotations and agreements governed by the present terms to the Financial Services Disputes Committee for a binding decision, if the interest in the referred dispute does not exceed an amount of € 25,000 (in words: twenty-five thousand Euros). If the dispute exceeds the aforementioned financial interest, Hereninvest Groep BV is entitled to withhold its co-operation to such a binding decision.

Artikel 11: Forfeiture of Rights

- 11.1. All rights of action and other powers of any nature of the Principal vis-à-vis Hereninvest Groep BV resulting from the activities by the latter, will in any event lapse after five years effective as of the moment at which the existence of such rights and powers was known, or could reasonably have been known, to the Principal.