



GENERAL TERMS AND CONDITIONS

Article 1: Definitions.

1.1 *Financiële Dienstverlener B.V.:*

Perrée & Partners BV located in Eindhoven at Bilderdijklaan 23, 5611 NG, trading under the name Brickle Mortgages, and registered in the trade register of the Dutch Chamber of Commerce under number 20114543, hereinafter referred to as "FD".

1.2 *Client:*

The natural or legal person to whom FD has provided any quotation, has made an offer or with whom it has concluded an agreement.

1.3 *Assignment:*

The Assignment granted by the Client to FD to advise on or mediate in the conclusion of a Financial Product as well as the implementation of a subscription agreed upon between the Client and FD.

1.4 *Subscription*

Assignment of services agreed upon between Client and FD consisting of assisting Client, in accordance with conditions included in the subscription, for a specified period of time in the maintenance and execution of financial products entered into by Client specified in the subscription conditions.

1.5 *Financial Product:*

The mortgage, insurance, savings account or credit or investment object, or other products designated as such in the sense of article 1:1 Wft, on which FD advises, in which it mediates, and/or which it manages on the basis of an agreement.

1.6 *Provider:*

The provider of a financial product.

Article 2: Assignment

2.1 An agreement between Client and FD shall be deemed to have been established at the time FD has accepted an Assignment in writing, or has commenced performance thereof . FD is



authorized to refuse Assignments issued to it without giving reasons, even after it has sent an offer to Client for the performance of work.

- 2.2 All Assignments given to FD shall be established solely with FD and shall be performed by it, even if it is the intention of the Client that the Assignment shall be performed by a particular person employed by FD.
- 2.3 Assignments issued to FD shall result only in obligations of effort on the part of FD, not obligations to achieve a result, unless the nature of the Assignment issued or what the parties have agreed upon indicates otherwise.
- 2.4 Unless otherwise agreed upon in writing, deadlines specified by FD within which it will perform the Assignment issued to it are never to be considered as a final deadline.
- 2.5 These general conditions are also stipulated for the purpose of the directors and/or partners of FD and all persons working for it. The applicability thereof shall continue if the aforesaid directors/partners and/or other persons working for it are no longer employed by FD.
- 2.6 Any purchase or other conditions referred to by Client in accepting an offer or quotation or entering into an agreement shall not apply unless accepted by FD without reservation and in writing.

Article 3: Offers and quotations of Provider and advice FD

- 3.1 Offers or quotations presented by FD to Client on behalf of a Provider are, unless otherwise expressly stated therein, non-binding and subject to acceptance by such Provider.
- 3.2 Client cannot derive any rights from calculations made by FD regarding the cost of a financial product and its possible effect on the monthly expenses of Client. These calculations should be considered preliminary and indicative and may be subject to interim interest rate and premium changes. Only when a Provider has provided a quote which has been accepted by Client can FD provide a final calculation of monthly expenses.
- 3.3 Advice provided by FD to Client are snapshots and based on simplified assumptions of the laws and regulations in effect at the time. Only when a Provider has provided a quote which has been accepted by Client can FD provide a final calculation of monthly expenses.

Article 4: Communication



- 4.1 In the event that Client has sent any digital message to FD, the Client may not rely on the fact that such message has reached FD until he has received a confirmation of its receipt, other than an automatic receipt.
- 4.2 General information provided by FD, whether or not on the Internet, whether or not at the request of Client, is non-binding and shall never be regarded as advice given by FD in the context of an Assignment granted to it, except to the extent that notice to the contrary is given by FD or it concerns advice tailored to the personal situation of Client.
- 4.3 Until Client has notified FD of a change of address, FD may rely on Client being reachable at the address provided by him at the start of the Assignment, including his e-mail address.

Article 5: Engagement of third parties

- 5.1 FD is permitted to use third parties as necessary in the performance of the Assignment provided to it. Costs associated with the engagement of these third parties will be charged to Client.
- 5.2 To the extent that FD, in the performance of the Assignment granted to it, must make use of advice prepared by external consultants, including advice from accountants, lawyers, tax specialists, etc., it shall consult with Client as much as possible in advance and exercise due care in the selection of the relevant third party or parties. FD is not liable for (attributable) failures of these external consultants.
- 5.3 FD is, in the same way as for its own employees, responsible for the third parties engaged by it in the performance of the Assignment issued to it, which cannot be regarded as external consultants within the meaning of the above in Article 5.2, such as temporary workers, external administrative agencies, etc

Article 6: Fees and payment

- 6.1 The fee due to FD for its services may be included in the amounts to be charged to Client by the Provider or an hourly rate, fixed fee or subscription, or a combination thereof may be agreed upon between FD and Client.
- 6.2 FD is entitled to increase its fees, including any subscription costs, annually on January 1 in accordance with the consumer price index (CPI) series all households, published by Statistics Netherlands (CBS), assuming base year 2006 = 100, or according to a fixed percentage as agreed upon by FD and client.



- 6.3 Changes in government-imposed taxes and/or levies will always be passed on to Client. FD is entitled to increase agreed upon rates on an interim basis when, after the acceptance of the Assignment, increases occur in the cost of materials or services necessary for the execution of the Assignment, and/or other costs, which affect the cost price of FD.
- 6.4 In the event FD works on an expense basis, an advance payment may be charged, to be paid by Client before FD start the performance of the Assignment.
- 6.5 Invoices from FD must be paid by Client within 14 days of the invoice date in the manner prescribed by FD, unless otherwise agreed in writing or if the invoice states otherwise.
- 6.6 If the Client fails to pay the premiums payable by it on account of insurance policies taken out in a timely manner, the Provider may suspend coverage under the insurance and, in the event of loss, refuse to reimburse it. In addition, if the premium and/or interest payments relate to a mortgage taken out, the Provider may decide to proceed with the foreclosure sale of the property to which the mortgage taken out relates. FD is never liable to Client in these cases.
- 6.7 Offsetting by Client of amounts charged by FD for its services against a counterclaim asserted by Client, or suspension of payment by Client in connection with a counterclaim asserted by Client, is permitted only to the extent that the counterclaim is expressly and unreservedly recognized by FD or has been irrevocably established by law.
- 6.8 If Client fails to pay the amounts charged by FD within the agreed period, Client shall, without prior notice of default being required, become liable for statutory interest on the outstanding amount. If the Client remains negligent to pay the outstanding amount to FD even after notice of default, FD may outsource the collection of its claim, in which case the Client will also be required to pay the extrajudicial collection costs. The extrajudicial collection costs shall not exceed €6,775.00 and shall be determined in accordance with the following graduated scale:
- Over the first € 2,500.00: 15% with a minimum of € 40.00;
 - On the next €2,500.00: 10%;
 - Over the next €5,000.00: 5%
 - Over the next € 190,000.00: 1%
 - Over the multiple: 0.5%
- 6.9 Payments made by the Client shall always first be applied to settle all interest and costs due and then to settle due and payable invoices that have been outstanding the longest, even if the Client states that the payment relates to a later invoice.

6.10 If, in the opinion of FD, the creditworthiness of the Client gives reason to do so, FD is authorized to suspend the provision of its services until the Client has provided adequate security for its payment obligations.

Article 7: Information from Client

7.1 Client shall at all times, solicited and unsolicited, provide FD with all relevant information it needs for the proper execution of the Assignment provided. This should include, but not be limited to, a situation in which there are such changes in the family composition, income, asset situation, business destination, business size, inventory management, etc. of the Client, that FD would have to adjust its advice accordingly or that financial products already entered into may no longer be adequate.

7.2 FD can fulfill its duty of care to Client only if Client strictly complies with the provisions of article 7.1.

7.3 If information necessary for the performance of the agreed Assignment has not been made available to FD, or has not been made available in a timely manner or in accordance with the arrangements made, or if Client has not otherwise complied with its (information) obligations, FD is authorized to suspend the performance of the Assignment.

7.4 Client is fully responsible for the accuracy and completeness of all information provided by him to FD. If failure to provide timely, accurate or complete information results in FD having to devote more time or additional costs to the performance of the Assignment, FD shall pass on to Client the fees and/or the additional costs to be incurred in connection with that additional time.

7.5 If it subsequently transpires that the Client has provided incorrect or incomplete information on the basis of which FD has carried out the Assignment, the Provider may be entitled under its (general) policy conditions to terminate the insurance or credit (with immediate effect), or may be entitled to decide not to pay compensation for damages suffered.

Article 8: Liability of FD.

8.1 Any liability of FD as well as its directors, its employees and any persons engaged by FD in the performance of the Assignment shall be limited to the amount paid in the relevant case under FD's professional liability insurance policy, including the deductible to be borne by FD. Further



information on professional liability insurance will be provided to interested parties upon request.

- 8.2 In the event that the professional liability insurance of FD referred to in Article 8.1 does not provide coverage in a specific case, the liability of FD as well as its directors, its employees and the persons engaged by FD in the performance of the Assignment shall be limited to a maximum of the total fees charged to the Client in connection with the Assignment on which the resulting damage is based. If FD has not charged Client a fee for its services, FD's liability shall be limited to the premium charged by the Provider to the Client .
- 8.3 The execution of the Assignment issued shall be exclusively for the benefit of the Client. Third parties cannot derive any rights from the content of the work performed for Client.
- 8.4 FD is never liable for damages suffered by the Client or third parties as a result of incorrect, incomplete or untimely information provided by the Client.
- 8.5 FD is never liable for any damages resulting from errors in software or other computer software used by FD.
- 8.6 FD shall never be liable for any damage resulting from the circumstance that (email) messages sent by Client to FD have not reached FD.
- 8.7 FD shall never be liable for any damages resulting from the circumstance that the Client has not timely paid the premiums and/or interest charged to him for financial products entered into by him, after mediation by FD.
- 8.8 FD shall never be liable for any damage resulting from the circumstance that a financing reservation agreed by Client with its counter party has expired.
- 8.9 FD shall in no event be liable for any loss or damage caused by the failure of the Provider to ensure, or to ensure in a timely manner, that the documents required for the execution of the mortgage deed are ready and/or the deposit of funds are not or not timely with the notary.
- 8.10 In the event FD advises on or mediates in the conclusion of financial products where an investment and/or investment component is part of, FD provides a forecast regarding the possible results to be achieved from the product concerned. This constitutes only an indication. FD shall never be liable for damage on the part of Client or third parties, which results directly or indirectly from a (disappointing) increase in value of financial products and/or (the



disappointing of) results, yield, profitability, etc. of financial products. Furthermore, FD is not liable for damages suffered as a result of errors or inaccuracies in third-party forecasts, including any Provider, regarding a result to be achieved, return, profitability and the like.

8.11 The provisions of this article do not affect the liability of FD for damages caused by the intent or deliberate recklessness of its subordinates.

8.12 Client shall only be entitled to dissolve any agreement with FD if FD remains culpably in default of fulfilling its obligations to Client even after proper notice of default. Payment obligations which arose before the time of dissolution and/or which relate to services already provided must be fulfilled by the Client without prejudice to the following.

Article 9: Force Majeure

9.1 FD is not obliged to fulfill any obligation if it is not reasonably possible for FD to do so as a result of changes in the circumstances existing at the time of the conclusion of the obligations that arose through no fault of FD.

9.2 A failure in the fulfillment of an obligation of FD shall in any event not be considered attributable and shall not be at its risk in case of default and/or failure by or at its suppliers, subcontractors, carriers and/or other third parties engaged, in case of fire, strikes or lockouts, riots or civil commotion, war, governmental measures, including export, import or transit bans, frost and all other circumstances of such nature that commitment can no longer be required of FD.

Article 10: Personal data protection

10.1 Personal data provided by the Client to FD will not be used by FD or provided to third parties for any purpose other than for the purpose of executing the Assignment provided to it or mailings etc. to be sent by it to the Client, except to the extent that FD is required by law or public policy in the conduct of its business to provide the relevant data to a designated authority.

10.2 If Client objects to the inclusion of his personal data in any mailing list, etc. of FD, FD will remove the relevant data from the relevant file upon Client's first written request.

Article 11: Complaint Institute

11.1 FD is affiliated with the Dutch Financial Services Complaints Institute (KIFID) under number 300.001455. Any dispute arising from quotations, offers and agreements to which these terms

and conditions apply may, at the option of the Client, be submitted for binding advice to either the Financial Services Disputes Committee or the Dutch civil courts.

11.2 FD does not conform in advance to any binding opinion to be issued by the Financial Services Disputes Committee. The FD has the option to cooperate with a binding opinion when the FD has expressly agreed to it in advance.

Article 12: Forfeiture of right

12.1 Complaints relating to work performed by FD or the amount charged by it must, on penalty of forfeiture of rights, be submitted to FD in writing and within 60 days after Client has received the documents, information or invoice to which his complaint relates, or could reasonably have become aware of the deficiency in FD's performance found by him. Filing a complaint never suspends the Client's payment obligations.

12.2 All claims and other powers of Client for whatever reason in relation with work performed by FD shall in any event expire five years after the time when Client became aware or could reasonably have become aware of the existence of these claims and powers.

Article 13: Miscellaneous

13.1 All offers and quotations issued by FD and Assignments accepted by FD shall be governed by Dutch law.

13.2 In case the contents of written agreements made between FD and Client, differ from what is provided in these general terms and conditions, the written agreements shall prevail.

13.3 If, according to any written document, the parties have made agreements differing from these general terms and conditions, those agreements to the contrary shall prevail. Deviations from and/or additions to these general terms and conditions shall bind FD only to the extent expressly agreed upon in writing between FD and Principal.

13.4 If any provision of these general terms and conditions is found to be invalid, only the provision in question shall be excluded from application, all other provisions shall remain in full force and effect.



13.5 FD is entitled to unilaterally modify the contents of these general terms and conditions in the interim. In the event FD proceeds to interim change, it shall notify Client thereof while simultaneously sending the amended general terms and conditions. The Client shall be entitled to object to the applicability of the amended general terms and conditions within 30 days from the date it was notified of the relevant amendments. At that time, the parties will consult on the content of the applicable general terms and conditions. If Client does not object to the amended contents of the general terms and conditions, they shall govern the agreements made between the parties as of the date specified by FD.