

General Terms and Conditions of Oscar Prent Assurantiën BV

These general terms and conditions are used by Oscar Prent Assurantiën BV, established in Bilthoven at Rembrandtlaan 24-C, 3723 BJ, the Netherlands and referred to hereinafter as: "the intermediary". They are also stipulated for the benefit of the managing directors of Oscar Prent Assurantiën BV and all persons working for the company. Their applicability continues even if the aforementioned managing directors and/or persons no longer work for Oscar Prent Assurantiën BV.

The other party in relation to the intermediary is any person to whom the intermediary has provided a proposal or made an offer or with whom the intermediary has concluded an agreement. This can be either a legal person or a natural person and said other party will hereinafter be referred to as "the client".

Article 1: Applicability

1.1 These general terms and conditions apply to all offers made by the intermediary, proposals and acceptances thereof and/or agreements concluded by the intermediary whereby the intermediary undertakes to provide services or to execute an awarded assignment. Any purchase or other conditions to which the client refers when accepting an offer or proposal or concluding an agreement are not applicable, unless they have been accepted by the intermediary in writing and without reservation.

1.2 Deviations from and/or additions to these general terms and conditions are only binding for the intermediary insofar as they have been explicitly agreed in writing between the intermediary and the client.

1.3 If any provision of these general terms and conditions proves to be null and void, only the relevant provision will be excluded from application and all other provisions will continue to apply without prejudice.

Article 2: Offers, agreements, assignments, etc.

2.1 Unless explicitly stated otherwise, all offers and rates proposed by the intermediary are non-binding.

2.2 Assignments awarded to the intermediary lead exclusively to commitments on the part of the intermediary, not to obligations to achieve results.

2.3 An agreement is deemed to have been concluded once the intermediary has accepted an assignment in writing or has commenced with its execution. The intermediary is entitled to refuse any assignments that are awarded without having to provide a reason.

2.4 If the client submits a request (for insurance) by email and does not receive confirmation of receipt from the intermediary (or an employee of the intermediary) within 48 hours of the message being sent, the message from the client must be regarded as not having been received. If the client wishes to receive a response or decision from (an employee of) the intermediary within 48 hours of a digital message having been sent, the client must check whether the message in fact reached (an employee of) the intermediary.

2.5 Whether or not on the Internet or at the request of the client, digital information provided by the intermediary to the client is non-binding and can never be considered as advice provided by the intermediary within the context of an awarded assignment, except insofar as communication from the intermediary shows the contrary.

Article 3: Engagement of third parties

3.1 The intermediary is permitted to make use of third parties if necessary in the performance of an awarded assignment. When engaging third parties, the intermediary will consult with the client in advance as far as possible and exercise due care in the selection of third parties. The intermediary is not liable for any shortcomings of said third parties.

Article 4: Fees and payment

4.1 On concluding an agreement, the parties will agree on the manner in which the intermediary's fee will be paid. The fee may be included in the amounts to be charged to the client (whether or not on behalf of an insurer) or an hourly rate may be agreed.

4.2 Any changes in taxes and/or levies imposed by the government will always be charged on to the client. The intermediary is entitled to increase the agreed rates in the interim if, after conclusion of the agreement, the cost of materials and/or services required executing the agreement increase and/or if other costs increase such that the cost price of the intermediary is impacted.

4.3 Payments must be made by the client within twenty (20) days of the invoice date in the manner prescribed by the intermediary, unless otherwise agreed in writing or if the invoice should state otherwise. The client is aware that failure to pay premiums charged

to it, or failure to do so on time, could result in the insurance and/or provisions taken out by the client, after mediation by the intermediary, not providing cover for the insured risk.

4.4 Settlement by the client of the premiums and amounts invoiced by the intermediary against a counterclaim made by the client, or suspension of payment by the client in connection with a counterclaim made by the latter, will only be permitted insofar as the counterclaim has been acknowledged by the intermediary explicitly and without reservation or has been irrevocably established in court.

4.5 If the client fails to pay the premium and/or amounts due within the agreed term, the client will consequently owe statutory interest on the outstanding amount without any notice of default being required. If, after notice of default, the client fails to pay the outstanding amount to the intermediary, the claim can be passed on to a third party, in which case the client will, in addition to the total amount owed, be obliged to pay extrajudicial collection costs, the amount of which will be determined based on two points of the liquidation rate applied by the court.

4.6 Payments made by the client will always serve as payment for all interest and costs owing and then as payment of those invoices that have been outstanding the longest, even if the client specifies that the payment relates to a later invoice.

4.7 If, in the opinion of the intermediary, the client's creditworthiness gives cause to do so, the intermediary will be entitled to suspend the provision of its services until such time as the client has provided sufficient security for its payment obligations.

Article 5: Terms

5.1 Unless otherwise agreed in writing, the terms specified by the intermediary within which the awarded assignment will be carried out may never be regarded as firm deadlines.

Article 6: Cooperation by client

6.1 On request or otherwise, the client will always provide all relevant information to the intermediary deemed necessary by the latter for the correct execution of the awarded assignment. If information necessary for executing the agreed service or assignment is not made available to the intermediary by the client in time or in accordance with the agreements concluded, or if the client has otherwise not fulfilled its (information) obligations, the intermediary will be entitled to suspend execution of the agreement.

6.2 The client is fully responsible for the accuracy and completeness of all information it provides to the intermediary.

Article 7: Liability of intermediary

7.1 Any liability of the intermediary, whether contractual or non-contractual, as well as its managing directors, employees and any persons engaged by the intermediary to execute the assignment will be limited to the amount paid out under the professional liability insurance of the intermediary in the case concerned, increased by the applicable deductible excess. Upon request, interested parties will be provided further information about the professional liability insurance.

7.2 In the event that the professional liability insurance of the intermediary referred to in Article 7.1 above does not provide cover in a specific case, any liability of the intermediary, whether contractual or non-contractual, as well as of its managing directors, employees and any persons engaged by the intermediary to execute the assignment will be limited to a maximum of the total amount of the fee charged to the client in respect of the assignment underlying the damage that has arisen, or the premium charged by the insurer.

7.3 The awarded assignment will be executed solely for the benefit of the client. Third parties can derive no rights from the content of the services provided to the client.

7.4 The intermediary will never be liable for damage suffered by the client or third parties as a result of incorrect, incomplete or untimely information provided by the client.

7.5 The intermediary will never be liable for any damage whatsoever arising from errors in software or other computer programmes used by the intermediary, unless such damage can be recovered by the intermediary from the supplier of the software or computer programmes in question.

7.6 The intermediary will never be liable for any damage whatsoever arising from the circumstance that any messages or email messages sent by the client to the intermediary did not reach the intermediary.

7.7 The intermediary will never be liable for any damage whatsoever arising from the circumstance that the client fails to pay the premiums charged to it for insurance or provisions taken out by it, after mediation by the intermediary, or fails to do so on time, despite a proper demand from the intermediary.

7.8 The provisions of this article do not affect the liability of the intermediary for damage caused by intent or recklessness on the part of its subordinates.

7.9 The client is entitled to dissolve any agreement reached with the intermediary if the latter fails to fulfil its obligations in relation to the client, even after proper notice of default has been served. Any payment obligations arising before the time of dissolution and/or relating to services already provided must be fulfilled by the client without prejudice.

Article 8: Force majeure

8.1 The intermediary will not be obliged to fulfil any obligation if this is not reasonably possible for the intermediary as a result of changes in the circumstances existing at the time of entering into the obligations that are not the fault of the intermediary.

8.2 A shortcoming in the fulfilment of an obligation of the intermediary is in any case not regarded as attributable and is not at the intermediary's risk in the event of default and/or failure on the part of or at its suppliers, subcontractors, transporters and/or other third parties engaged, in the event of fire, strikes or lockouts, protests or unrest, war, government measures including export, import or transit bans, frost and all other circumstances of such a nature that fulfilment can no longer be demanded of the intermediary.

Article 9: Secrecy and protection of personal data

9.1 The parties undertake mutually to maintain confidentiality with respect to all information that becomes known to them by virtue of the agreement concluded with the other party and of which they must reasonably be aware that the information is to be considered confidential or secret.

9.2 Personal data provided by the client to the intermediary will not be used by the intermediary for or provided to third parties for purposes other than for the execution of the awarded assignment or for mailings, etc., to be sent by the intermediary to the client, except insofar as the intermediary is obliged by law or public order to provide the data in question to an authority designated for this purpose within the course of conducting its business.

9.3 If the client objects to the inclusion of its personal data in any mailing list, etc., of the intermediary, the latter will remove the data concerned from the file concerned at the client's first written request.

9.4 The regulations governing the protection of personal data are already described in the Financial Supervision Act (*Wet financiële toezicht, Wft*) applicable to financial institutions such as the intermediary. Only if Oscar Prent Assurantiën BV (advisor and mediator) were to work on behalf of the insurer, could Oscar Prent Assurantiën BV (the intermediary) be considered as acting as a processor. Oscar Prent Assurantiën BV plays a unique role in relation to its clients and it determines the associated resources itself. The aim is not to take out insurance, but to provide independent advice and/or (assist in) the management of products. Such advice could also be that for certain risks, no insurance is needed or that other products would be recommended: therefore, as an advisor and mediator, Oscar Prent Assurantiën BV is not a processor.

9.5 All parties involved in supporting and promoting the business operations of Oscar Prent Assurantiën BV, such as the administrator of the CRM system, have signed a processing agreement with Oscar Prent Assurantiën BV within the context of the protection of personal data. This includes the overview regarding the processing of personal data and the processing purposes, the overview regarding security measures and the process surrounding the reporting of data leaks.

9.6 As prescribed by the Dutch Association of Insurers (*Verbond van Verzekeringen*), Oscar Prent Assurantiën BV is obliged to comply with the regulations laid down in the Financial Services Act. The act lays down quality requirements for the financial services sector as well as for the financial service providers themselves. The law is broken down into six themes with requirements that must be met: reliability, expertise, financial security, ethical business practices, duty of care and transparency.

Article 10: Applicable law and disputes

10.1 All offers, proposals and agreements of the intermediary are governed by Dutch law.

10.2 The intermediary is a member of the Dutch Financial Services Complaints Authority (*Klachteninstituut Financiële Dienstverlening, KiFiD*) under number 300.012966. Any dispute arising from proposals, offers and agreements to which these general terms and conditions apply, can at the discretion of the client either be submitted for binding advice to the Financial Services Disputes Board (*Geschillencommissie Financiële Dienstverlening*) or brought before the competent civil court. The intermediary conforms in advance to abide by a binding recommendation issued by the Financial Services Disputes Board, insofar as the extent of the dispute submitted does not exceed an amount of € 25,000 (in words and in writing: twenty-five thousand euros). If the dispute

in question exceeds the financial extent mentioned above, the intermediary has the option of refusing to cooperate with a binding recommendation.

Article 11: Loss of rights

11.1 All rights relating to claims and other authorisations of the client under any heading whatsoever in relation to the intermediary in connection with work carried out by the intermediary will in any case expire five years after the point at which the client became aware or could reasonably be expected to have become aware of the existence of said rights and authorisations.