

## GENERAL TERMS AND CONDITIONS

We adhere to a number of agreements that apply to all our services and to everyone who uses our services. These agreements cover subjects such as liability and payment for our services. These general terms and conditions set out these agreements clearly and bindingly. This document is a free translation of the Dutch version, in case of any dispute arising from here, the Dutch version will prevail.

### Article 1: Definitions

#### 1.1 Intermediary

FDR Risk B.V., established in Rotterdam at Westerkade 6B, 3016 CL Rotterdam, Chamber of Commerce number: 87242885, AFM number: 12049129, hereinafter referred to as FDR.

#### 1.2 Client

The natural or legal person to whom FDR has provided a quotation, made an offer, or entered into an agreement with, hereinafter referred to as the client.

#### 1.3 Assignment

The assignment given by the client to FDR to advise on or mediate in concluding a financial product, as well as implementing a subscription agreement entered between the client and FDR.

#### 1.4 Subscription

The agreed-upon service contract between the client and FDR for assisting the client over a specified period with the maintenance and implementation of financial products specified in the subscription terms, in accordance with the conditions included in the subscription.

#### 1.5 Financial Product

The mortgage, insurance, savings account, credit, investment product, or other products designated as such within the meaning of Article 1:1 of the Wft, on which FDR advises, mediates, or manages based on an agreement.

#### 1.6 Provider

The supplier of a financial product.

### Article 2: Assignment

- 2.1 An agreement between the client and FDR is deemed to have been concluded at the time that FDR has accepted an assignment in writing or has started to carry it out. FDR is authorised to refuse assignments without providing a reason, even after it has already sent a quotation to the client for the performance of work.
- 2.2 All assignments given to FDR are concluded exclusively with and carried out by FDR, even if it is the intention of the client that the assignment will be carried out by a specific person working for FDR.

- 2.3 Assignments given to FDR only lead to a best efforts obligation and shall not constitute an obligation to perform or a guarantee commitment, unless the nature of the assignment given, or what parties have agreed on, indicates otherwise. Agreed time frames within which the assignment is to be completed are only treated as firm dates if there is an explicit agreement to this effect between FDR and the client.
- 2.4 These general terms and conditions have also been stipulated for the benefit of the directors and/or partners of FDR and all persons working for it. Its applicability will continue to exist if the aforementioned directors/partners and/or other persons working for it no longer work for FDR.
- 2.5 Any purchase or other terms and conditions to which the client refers when accepting an offer or quotation or concluding an agreement do not apply, unless they have been accepted by FDR without reservation and in writing.

### Article 3: Offers and quotations

- 3.1 Offers or quotations presented by FDR to the Client on behalf of a provider are, unless expressly stated otherwise, without obligation and subject to acceptance by the provider in question.
- 3.2 The client cannot derive any rights from calculations made by FDR with regard to the costs of a financial product and their possible impact on the client's monthly costs. These calculations are to be regarded as preliminary and indicative and may be subject to interim changes in interest rates and premiums. Only when a provider has issued a quotation that has been accepted by the client, FDR can provide a final calculation of the monthly costs.
- 3.3 Advice provided by FDR to a client is a snapshot of the current situation and based on simplified assumptions of the laws and regulations applicable at that time.

### Article 4: Communication

- 4.1 In the event that the client has sent any digital message to FDR, he may only rely on the fact that this message has reached FDR if he has received confirmation of receipt thereof, not being an automatic acknowledgement of receipt.
- 4.2 General information provided by FDR, whether or not on the internet, or at the client's request, is non-binding and will never be considered advice provided by FDR within the scope of an assignment unless otherwise stated by FDR or if it concerns advice tailored to the client's personal situation.
- 4.3 Until the client has notified FDR of a change of address, FDR may rely on the fact that the client can be reached 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 FDR is permitted to engage third parties, if necessary, for the execution of the assignment granted to it. The costs associated with engaging these third parties will be charged to the client.
- 5.2 To the extent that FDR must rely on advice prepared by external advisors in the execution of the assignment, including but not limited to advice from accountants, lawyers, tax advisors, etc., FDR will, as much as possible, consult with the client in advance and exercise due care in selecting the respective third party(ies). FDR is not liable for (attributable) shortcomings of external advisors.
- 5.3 FDR is responsible, in the same manner as for its own employees, for third parties engaged in the execution of its assignments, who cannot be classified as external advisors, as referred to in Article 5.2 above, such as temporary staff, external administrative agencies, etc.

## Article 6: Fees and payment

- 6.1 The fee payable to FDR for its services may consist of a fee, advisory costs, brokerage costs, or commission calculated over the premium charged by the provider, but a subscription may also be agreed upon, or a combination thereof. Other components of remuneration may include claims settlement commission, recourse fees, interest income on balances, additional reimbursements from insurers for services performed on their behalf, subscription fees, and policy or administrative costs.
- 6.2 FDR is entitled to increase its rates, including any subscription costs, annually on January 1st, in line with the Consumer Price Index (CPI) for all households as published by Statistics Netherlands (CBS), based on the reference year 2006 = 100, or according to a fixed percentage as agreed upon by FDR and the client.
- 6.3 Changes to taxes and/or levies imposed by the government will always be passed on to the client. FDR is entitled to increase agreed rates during the term of the agreement if, after acceptance of the assignment, there are increases in the costs of materials or services required for the execution of the assignment, and/or other costs that affect FDR's cost price.
- 6.4 In cases where FDR works on a time-spent basis, an advance payment may be invoiced, which must be paid by the client before FDR begins the execution of the assignment.
- 6.5 Invoices issued by FDR must be paid by the client within 30 days of the invoice date in the manner prescribed by FDR, unless otherwise agreed in writing or stated on the invoice.
- 6.6 If the client fails to pay the premiums due for the insurance policies in a timely manner, the insurance coverage can be suspended and claims will not be handled and/or paid. FDR is never liable towards the client for the consequences.
- 6.7 Set-off by client of amounts charged by FDR for its services against a counterclaim alleged by client, or suspension of payment by client in connection with a counterclaim alleged by the latter, shall only be permitted to the extent that the counterclaim has been explicitly and unreservedly recognised by FDR or has been irrevocably established in court.
- 6.8 If the client fails to pay the amounts invoiced by FDR within the agreed period, the client will, without the need for a prior notice of default, owe statutory interest on the outstanding amount. If the client continues to neglect payment of the outstanding amount to FDR after receiving notice of default, FDR may refer the collection of its claim to a third party, in which case the client will also be liable for reimbursement of extrajudicial collection costs. The extrajudicial collection costs are capped at €6,775.00 and will be calculated based on the following scale:
- Over the first €2,500.00: 15% with a minimum of €40.00.
  - Over the next €2,500.00: 10%.
  - Over the next €5,000.00: 5%.
  - Over the next €190,000.00: 1%.
  - Over any amount exceeding €200,000.00: 0.5%.
- 6.9 Payments made by the client will always first be applied to settle any outstanding interest and costs, and subsequently to the oldest overdue invoices, even if the client specifies that the payment relates to a later invoice.
- 6.10 If, in FDR's opinion, the client's creditworthiness gives cause for concern, FDR is entitled to suspend the provision of its services until the client has provided sufficient security for their payment obligations.

## Article 7: Information from the client

- 7.1 The Client shall at all times, whether upon request or on their own initiative, provide FDR with all relevant information required for the proper execution of the assignment. This includes, but is not limited to, situations where changes occur in the Client's family composition, income, financial position, business designation, business size, inventory management, etc., that would necessitate FDR to adjust its advice or where previously arranged financial products may no longer be adequate.
- 7.2 FDR can only fulfil its duty of towards the client if the client strictly complies with the provisions of clause 7.1.
- 7.3 If the information necessary for the execution of the agreed assignment is not provided to FDR, not provided on time, or not provided in accordance with the agreements made, or if the Client otherwise fails to fulfil their (information) obligations, FDR is entitled to suspend the execution of the assignment.
- 7.4 The Client is solely and fully responsible for the accuracy and completeness of all information provided by them to FDR. Should the failure to provide timely, accurate, or complete information result in FDR requiring more time or incurring additional costs to execute the assignment, FDR will charge the Client for the additional time spent and/or the extra costs incurred.
- 7.5 If it is later found that the Client provided inaccurate or incomplete information on which FDR based the execution of the assignment, the provider may, under its (general) policy terms, be entitled to terminate the insurance or credit (with immediate effect) or may decide not to compensate for any damages incurred.

## Article 8: Liability of FDR

- 8.1 Any liability of FDR, including that of its directors, employees, and any persons engaged by FDR for the performance of the assignment, is limited to the amount paid out under FDR's professional liability insurance in the relevant case, including the deductible borne by FDR. Further information about the professional liability insurance will be provided to interested parties upon request.
- 8.2 In the event that FDR's professional liability insurance referred to in Article 8.1 does not provide coverage in a specific case, the liability of FDR, including that of its directors, employees, and any persons engaged by FDR for the performance of the assignment, is limited to a maximum of the total fee charged to the Client for the assignment from which the damage arised. If FDR has not charged a fee to the Client for its services, FDR's liability is limited to the premium charged by the provider to the Client.
- 8.3 The execution of the assignment provided will take place exclusively for the benefit of the client. Third parties cannot derive any rights from the content of the work performed for the client.
- 8.4 FDR is never liable for damage suffered by the client or third parties as a result of incorrect, incomplete or untimely information provided by the client.
- 8.5 FDR is never liable for any damage whatsoever resulting from errors in software or other computer software used by FDR.
- 8.6 FDR is never liable for any damage whatsoever arising from the circumstance that (e-mail) messages sent by the client to FDR have not reached FDR.
- 8.7 FDR is never liable for any damage resulting from the Client's failure to pay premiums and/or interest on financial products arranged by FDR in a timely manner.
- 8.8 FDR is never liable for any damage resulting from the expiration of a financing condition agreed upon by the Client with their counterparty.

- 8.9 FDR is never liable for any damage caused by the provider's failure to ensure that the documents required for the execution of the mortgage deed are ready and/or the funds are deposited with the notary on time.
- 8.10 If FDR provides advice or mediates in the arrangement of financial products that include an investment component, FDR provides a projection of potential results for the product. This is only an indication. FDR is never liable for damages to the Client or third parties arising directly or indirectly from (disappointing) value developments of financial products or (disappointing) results, returns, profitability, etc., of financial products. Furthermore, FDR is not liable for damages caused by errors or inaccuracies in projections from third parties, including any provider, regarding expected results, returns, profitability, etc.
- 8.11 The provisions of this article do not affect FDR's liability for damages caused by the deliberate intent or recklessness of its subordinates.
- 8.12 The Client is only entitled to terminate any agreement with FDR if, even after proper notice of default, FDR fails to meet its obligations to the Client. Payment obligations incurred before the time of termination and/or relating to services already provided must be fulfilled by the Client without exception.

### **Article 9: Force majeure**

- 9.1 FDR shall not be obliged to fulfil any obligation if it is reasonably unable to do so as a result of changes in circumstances existing at the time the obligations were entered into, provided such changes are beyond FDR's control.
- 9.2 A failure to fulfil an obligation by FDR shall not, in any case, be deemed attributable to FDR and shall not be at its risk in the event of default and/or shortcomings on the part of its suppliers, subcontractors, carriers, and/or other engaged third parties; in cases of fire, strikes or lockouts, civil commotion or riots, war, government measures (including export, import, or transit bans), frost, and all other circumstances of such a nature that FDR can no longer reasonably be expected to fulfil its obligations.

### **Article 10: Protection of personal data**

- 10.1 Any personal data provided by the client to FDR will not be used or disclosed to third parties for purposes other than those required for the execution of the assignment entrusted to FDR or for mailings or similar communications sent to the client by FDR. This is except where FDR is required by law or public order, in the context of its business operations, to provide such data to a designated authority.
- 10.2 If the client objects to the inclusion of their personal data in any mailing list or similar database maintained by FDR, FDR shall, upon the client's first written request, remove the relevant data from the respective database.

### **Article 11: Lapse of Rights and Complaints**

- 11.1 Complaints regarding the services performed by FDR or the amounts charged by FDR must be submitted in writing to FDR within 60 days of the client receiving the documents, information, or invoice to which the complaint relates, or within 60 days of the client reasonably becoming aware of the shortcoming in FDR's performance. Failure to comply with this deadline will result in the lapse of any rights related to the complaint. Submitting a complaint does not suspend the client's payment obligations.
- 11.2 FDR is affiliated with the Financial Services Complaints Institute (KiFID) under registration number 300.018639. The client has the option to submit any disputes arising from quotes,

offers, or agreements to which these terms and conditions apply for binding advice from the Financial Services Disputes Committee, or alternatively, to the civil court.

- 11.3 All legal claims and other rights of the client, on any grounds whatsoever, relating to services performed by FDR, shall lapse in any case five years after the moment the client became aware, or could reasonably have become aware, of the existence of these claims and rights.

## **Article 12: Miscellaneous**

- 12.1 All offers and quotations issued by FDR, as well as all assignments accepted by FDR, are governed by Dutch law.
- 12.2 In the event that the content of written agreements between FDR and the client differs from the provisions in these general terms and conditions, the written agreements shall take precedence.
- 12.3 If the parties have agreed to terms deviating from these general terms and conditions, as evidenced by any written document, such alternative terms shall prevail. Deviations from and/or additions to these general terms and conditions shall only be binding on FDR if expressly agreed in writing between FDR and the client.
- 12.4 If any provision of these general terms and conditions is found to be void, only the specific provision in question shall be excluded from applicability, while all other provisions shall remainfully in force.
- 12.5 FDR reserves the right to unilaterally amend the content of these general terms and conditions. If FDR makes interim amendments, it shall notify the client and provide the revised general terms and conditions. The client has the right to object to the applicability of the revised terms and conditions within 30 days of being notified of the changes. In such a case, the parties shall discuss and agree on the applicable terms and conditions. If the client does not object to the amended general terms and conditions, these shall govern the agreements between the parties as of the effective date specified by FDR.