

## GENERAL TERMS AND CONDITIONS FOR FINANCIAL SERVICE PROVIDERS

These General Terms and Conditions are applied by Mark Financiële Diensten BV, with its registered office in Delft at Oude Delft 103, 2611 BD, hereafter referred to as: "Mark", and are applicable regarding the Board Members of Mark and all persons working for Mark, with continued applicability if the aforementioned Board Members and/or persons no longer work for Mark.

The Counterparty of Mark is the party to which Mark provided any quotation, proposal or contract, or with which a contract was concluded. This may include legal entities and natural persons. The Counterparty is referred to as the Client in this document.

### Article 1: Applicability

- 1.1. these General Terms and Conditions are applicable to all and any offers, proposals and quotations issued by Mark and acceptance thereof, and/or agreements concluded by Mark setting out that Mark is committed to providing services or performing an assignment. Any purchasing or other conditions that the Client refers to when accepting an offer or proposal or concluding a contract are not applicable unless accepted by Mark without any proviso and in writing.
- 1.2. Any derogations from and/or additions to these General Terms and Conditions are binding to Mark only if and insofar as they are explicitly agreed between Mark and the Client in writing.
- 1.3. If any provision of these General Terms and Conditions turns out to be void, only the relevant provision is excluded from applicability. All other provisions will continue to apply in full.
- 1.4. These General Terms and Conditions were prepared in both Dutch and English. The Dutch version will take precedence.

### Article 2: Offers, contract, assignments etc.

- 2.1. Mark's proposals and rates are non-binding unless stated explicitly otherwise, and subject to the proviso of the relevant insurer's or credit provider's acceptance.
- 2.2. Assignments given to Mark exclusively result in best-effort obligations for Mark and not in result obligations, unless the nature of the assignment or the agreements between the parties prove or state otherwise.
- 2.3. An agreement is deemed to have been concluded when Mark has accepted the assignment in writing, or started performing the assignment. Mark reserves the right to refuse any assignment received without having to give any specific reasons.

- 2.4. In the event where the Client sent Mark a digital message via email or by completing the relevant contact form on Mark's website and the Client has not received a confirmation of receipt from Mark (or a Mark employee), the Client's message must be regarded as not received.  
If the Client wishes to receive a reaction or an answer from Mark (or a Mark employee) within 24 hours of sending a digital message, the Client must ascertain that Mark (or a Mark employee) received the message.
- 2.5 Digital information, whether on the internet or otherwise, whether provided by Mark at the Client's request or otherwise, is non-binding and is never regarded as advice provided by Mark in the context of an assignment provided, unless Mark has communicated otherwise.

#### Article 3: Deployment of third parties

- 3.1 Mark reserves the right to make use of third parties for the performance of the assignment received. The cost of using third parties will be charged on to the Client.
- 3.2 Insofar as Mark makes use of advice from third parties for the performance of the assignment received, including advice from accountants, attorneys-at-law, tax specialists, etc., Mark will consult with the Client in advance where possible before instructing the third parties, and select the third parties with due care. Mark is not liable for attributable shortcomings of such third parties.
- 3.3 Mark is responsible for the performance of the assignment by both Mark employees and third parties engaged by Mark that cannot be classed as an external advisor within the meaning of the provisions of Article 3.2, including temporary workers, external administrative firms etc.

#### Article 4: Fees and payments

- 4.1 When concluding the agreement, parties agree how Mark's fee will be paid. The fee may be included in the amounts to be charged to the Client (whether on behalf of an insurer or otherwise), or an hourly rate may be applied.
- 4.2 Any changes to taxes imposed by the government and/or duties are always charged on to the Client. Mark reserves the right to increase the rates in the interim if after concluding the agreement the costs of materials or services necessary in the performance of the agreement rise significantly. This also applies to any other costs affecting Mark's cost.
- 4.3 Payments by the Client must be made within 14 days of the invoice date in the manner communicated by Mark, unless agreed otherwise in writing, or unless the invoice states otherwise. The Client is aware that non-payment or late payment of the premiums charged may result in not being covered for the insured risk pursuant to the insurance and/or other facilities arranged by Mark.

- 4.4 Settlement by the client of the premiums and amounts invoiced by Mark with an invoice or claim sent to Mark by the client, or suspension of payment by the Client relating to such a counter-invoice or claim is permitted only if Mark has explicitly accepted the counter-invoice or claim without proviso, or if it was lawfully ascertained irrevocable.
- 4.5 If the Client does not pay the premium due and/or amounts due within the agreed term, the Client will be charged the statutory interest on the amount outstanding without any further notice of default being required. If the Client proves in default in paying the outstanding amount to Mark after notice of default, the claim may be transferred to a debt collection agency. In that event, the Client must pay the amount invoiced and the fee for extrajudicial debt collection fees. The relevant fee is set at a percentage two points above the liquidation rate applied by the Court.
- 4.6 The payments made by the Client always serve to cover all interest and expenses due, and then the invoices that have been outstanding for the longest, even if the client states that the amount concerns payment of a later invoice.
- 4.7 If in Mark's opinion the client's credit rating warrants such, Mark reserves the right to suspend delivery of its services until the Client provides sufficient certainty for its payment obligations.

#### Article 5: Performance periods

- 5.1 Unless otherwise agreed in writing, the dates or periods that Mark confirmed for performance of the assignment received shall never be regarded as deadlines.

#### Article 6: Client's cooperation

- 6.1 The Client will always provide Mark with all relevant information, upon request and at his/her own initiative, that is necessary to perform the assignment given to Mark. If information required for performing the agreed service or assignment is not submitted to Mark, or not in time, or not in accordance with the agreements made, or if the Client has not fulfilled its information to provide information or other obligations in any other way, Mark reserves the right to proceed with suspension of performance of the agreement.
- 6.2 The Client is fully responsible for the correctness and completeness of all information that the client submitted to Mark.

#### Article 7: Mark's liability

- 7.1 Any liability, both contractual and non-contractual, of Mark and its Board Members, employees and persons or firms that Mark sent instructions for the performance of the assignment, is limited to the amount paid out in the relevant claim by Mark's professional liability insurance, including the deductible to be borne by Mark. Upon request, further information regarding the professional liability insurance may be communicated to interested parties.

- 7.2 In the even where the professional liability insurance of Mark and its Board Members, employees and persons or firms that Mark sent instructions for the performance of the assignment as referred to in Article 7.1 does not cover a specific case, the liability, both contractual and non-contractual, is limited to a maximum of the total fee for the assignment that the claim or losses incurred are based on, or as the case may be the premium charged by the insurer.
- 7.3 The assignment received from the client is performed exclusively on behalf of the client. Third parties may not derive any rights from the contents of the work performed for the client.
- 7.4 Mark is never liable for any losses incurred by the client or third parties as a consequence of incorrect, incomplete or late provision of information by the client.
- 7.5 Mark is never liable for any losses ensuing from errors in software applied by Mark or any other computer programmes, unless Mark can recover such losses from the supplier of the relevant software or computer programmes.
- 7.6 Mark is never liable for any damage whatsoever ensuing from the circumstance that the Client sent Mark messages (email and other) that were not received by Mark.
- 7.7 Mark is never liable for any losses ensuing from the circumstance that the Client did not pay, or not in time, the premiums charged for insurance or other facilities after Mark's mediation, in spite of due reminders from [X].
- 7.8 The provisions of this Article do not affect Mark's liability for any losses incurred due to intent or deliberate recklessness of its employees.
- 7.9 The Client is entitled to dissolving any agreement with Mark if Mark remains in default for causes attributable to Mark, even after adequate notice of default, for fulfilment of its obligations towards the client. Payment obligations that arose before the time of termination of the agreement and/or relating to the services delivered must be fulfilled by the Client in full.

#### Article 8: Force Majeure

- 8.1 Mark is not bound to fulfil any obligation if this is not reasonably possible for Mark due to any changes in the circumstances since accepting the obligations that are not within Mark's control.
- 8.2 A shortcoming in Mark's fulfilment of an obligation in any case does not apply as attributable and will not be at Mark's risk if it concerns non-fulfilment, non-compliance and/or shortcomings by or of its suppliers, sub-contractors, carriers and/or other third parties involved in the assignment, in the event of fire, strikes or exclusions, riots or rebellion, war, government measures including export, import or transit prohibitions, frost or any other circumstances that by their nature cannot be classed as attributable to Mark.

## Article 9: Confidentiality and personal data protection

- 9.1 The Parties accept mutual confidentiality obligations relating to all information that they have become aware of pursuant to contracts concluded with the other party, and of which they should reasonably be aware that it must be classed as confidential or secret.
- 9.2 The personal data that the Client submits to Mark cannot not be used by Mark or provided by Mark to-third parties for any purpose other than fulfilment of the assignment or for mailings etc. to be sent to the Client, except in events where it is mandatory for Mark pursuant to legislation, public order or in the context of performing its business, to provide the relevant details to the authorities.
- 9.3 If the Client objects to having his/her personal data included in any mailing list or other systems of Mark, Mark will remove the relevant details from the relevant system upon the Client's first request in writing.

## Article 10 Applicable law and disputes

- 10.1 All Mark's offers, assignments and contracts are governed by Dutch law.
- 10.2 Mark is registered with KiFiD (Financial Services Complaints Board) under number 300000534. Any dispute pursuant to tenders, offers and contracts subject to these Terms and Conditions can be submitted to the KiFiD Disputes Committee or the civil court, such at the discretion of the client. The relevant advice is binding. Mark in advance declares to comply with the binding advice issued by the KiFiD Disputes Committee insofar as the interest of the dispute submitted does not exceed the amount of € 25,000 (in words: twenty-five thousand euros). If such a dispute exceeds this amount, Mark reserves the right to not cooperate in the binding advice.
- 10.3 In the event where a dispute ensuing from tenders, offers and contracts subject to these Terms and Conditions is submitted to a civil court, the District Court in The Hague will be exclusively competent to hear the case.

## Article 11: Lapse of rights

- 11.1 All and any claim rights and other powers of the Client, on whichever basis, on Mark in relation with the work performed by Mark, will lapse in any case five years after the date on which the Client was aware of or reasonably could have been aware of the existence of such rights and powers.

## SERVICE REFERENCE

**Mark Financiële Diensten BV** is your independent advisor relating to:

- Mortgages
- Life insurance
- Non-life insurance
- Savings accounts
- Loans

Our contact details are:

Office address:	Oude Delft 103, 2611 BD Delft
Correspondence address:	PO Box 3347, 2601 DH Delft
Telephone number:	015-2147543
Fax number:	015-2126086
Email address:	<a href="mailto:info@markhypotheken.nl">info@markhypotheken.nl</a>
Internet:	<a href="http://www.markhypotheken.nl">www.markhypotheken.nl</a>

Our office is registered with the Dutch Financial Markets Authority under number 12017856. This registration is a licence for advice and mediation in products such as insurance, mortgages, pensions, and loans.

Our consultants are **qualified** and recognised mortgage advisors and mortgage planners. This implies that we fulfil the highest requirements in professionalism, integrity, and expertise.

**Independence is key to us.** This implies that we have no contractual obligation to advise you to opt for the financial products of certain banks or mortgage providers.

We are a fully independent company. No bank, insurer or other provider of financial products has any voting rights or any share in our capital.

Please refer to our **Service provision document** for details about payment for our services.

We expect you to provide the correct information. This is in your own interest. Also if your personal circumstances change, we expect you to let us know. This prevents a situation where your mortgage and/or insurance policies are no longer in line with your personal situation.

Naturally, we do our best to give you the best possible service. However, if you are not satisfied, we kindly request you to let us know. We will do our utmost to resolve any complaints as soon as possible. We have an internal complaints procedure for this purpose.

If you feel we have not adequately resolved your complaint, please go to: Klachteninstituut Financiële Dienstverlening ([www.kifid.nl](http://www.kifid.nl)).

This document sets out what we can do for you. And how much that costs. Other financial service providers have similar documents. This enables you to compare us with others. And to compare the costs.

**Please note: in this document, we describe what we normally do, with the average price of such services. This information is not specifically tailored to your personal situation. This is why you should always make proper arrangements with your financial service provider.**

### **You have a mortgage issue**

Do you want a loan for your home? Maybe you want to buy a home and you need a loan. Or you are considering a new loan when your fixed-rate period is expiring. Then read this document to see what we can do for you, and to see what our services cost. In such situations, you have a mortgage issue and you need to carefully consider certain things, for example, about:

- The amount of money you want to loan.
- You pay a monthly amount for your loan. The interest is not the same for each bank or insurer.
- You also have to repay the loan. There are various methods. You need to consider the method carefully too.
- Sometimes it is sensible to take out insurance with your loan.

This document sets out if we can help you answer these questions, how this works, and the costs involved.

### **Summary: What can we do for you?**

We are a financial service provider. Please find below an overview of what we can do for you. Financial service providers can offer five different types of activities. Not all financial service providers offer all five. We offer the services in the highlighted box. We do not offer the services in the dotted boxes.

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### **Service provision document – Mortgage**

#### **Explanation: what can we do for you?**

##### **1. Review – what is your personal situation like?**

We start with your personal situation. We cannot give you appropriate financial advice until we thoroughly know your personal situation. Together with you, we can answer the following questions, for example:

- What do you already know about potential financial solutions? Do you have experience with these?
- What are you willing to pay? What could you afford?
- How much certainty would you like? How much risk are you willing and able to accept?

##### **2. Advice – which financial solution is appropriate for you in your situation?**

Now that we have an impression of your personal situation and preferences, and of you as a customer, we analyse this impression. You are presented with a financial solution in line with your situation and wishes.

##### **3. Search – Which provider has the financial solution appropriate for you?**

The mortgage

After reviewing which financial solution is most in line with your situation and preferences, we start looking for the most suitable product. To find a suitable proposal, we compare a limited number of mortgages. We review which mortgages are best for you and your personal situation. We prefer working with a number of providers.

This is what this service provider offers – The service provider does not offer this

No comparison of products – **comparison of a limited number of products** – comparison of a large number of products

We exclusively advise on regarding mortgages offered by other service providers.

Insurance for the mortgage

After reviewing which financial solution is most in line with your situation and preferences, we start the search for a suitable product. To find a suitable proposal, we compare a limited number of insurance policies. We review which policy is best for you and your your personal situation. We prefer working with a number of providers.

No comparison of products – **comparison of a limited number of products** – comparison of a large number of products

We exclusively advise on insurance policies offered by other service providers.

**Service provision document – Mortgage**

**Explanation: What can we do for you?**

4 Contract  
Did you make a choice? Then we can arrange for you to have the contracts.  
After receiving our advice, you make a decision. If you like, we can arrange for the contracts to be delivered to you.

5 Maintenance  
You have a contract. Then we monitor to check if all goes well.  
The contracts are often concluded for many years. After signing the contract, your personal situation may change. The product may no longer fit in with your personal situation in the future. It is important for you to know that during the contract term, you are entitled to information about major changes to the product, for example.

**Please note:**  
**The services that financial service providers offer after you signed the contract may vary significantly. Please make proper arrangements about what is included and what is not, and the associated cost.**

In addition to our statutory obligations, we can provide maintenance activities for you after concluding the contract. Please discuss with us what we can do for you. We do not charge you for such consultations.

**Service provision document – Mortgage**

**Fees: how much do you pay?**

Service provision fees

	Average fee	Starter	Consumer	Self-employed
Advisory fees				
Fee for arranging the product				
Combination				

The fees are charged separately based on a fixed rate or an hourly rate.  
Such rates are indicative and are always agreed on an individual basis.  
Depending on the services you choose, the fees charged may differ.  
You can use this document for making specific agreements on the services to be provided.

**Service provision document – Covering risks**

This document sets out what we can do for you. And how much that costs. Other financial service providers have similar documents. This enables you to compare us with others. And to compare the costs.

**Please note: in this document, we describe what we normally do, with the average price of such services. This information is not specifically tailored to your personal situation. This is why you should always make proper arrangements with your financial service provider.**

**You want insurance**

Do you want insurance? For example in the event your partner should die, or in case you become occupationally disabled or unemployed? Then read in this document what we can do for you, and what the cost of our services are. In such situations, you have a an issue about covering risks and you need to carefully consider a number of issues, for example:

- Do you need the insurance?
- How much premium do you pay for the insurance?

- In which situations does the insurer pay out?
- In which situations does the insurer not pay out?

In this document you can read if we can help you answer these questions, how this works and what the costs involved are.

### **Summary: What can we do for you?**

We are a financial service provider. Please find below an overview of what we can do for you. Financial service providers can offer five different types of activities. Not all financial service providers offer all five. We offer the services in the highlighted box. We do not offer the services in the dotted boxes.

2. Review – what is your personal situation like?
2. Advice – which financial solution is appropriate for you in your situation?
3. Search – Which provider has the financial solution appropriate for you?
4. Contract - Did you make a choice? Then we can arrange for you to have the contracts.
5. Maintenance - You have a contract. Then we monitor to check if all goes well.

Average fees

Advice – Relating to concluding the contract – Combination

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### **Service provision document – Covering risks**

#### **Explanation: what can we do for you?**

1. Review – what is your personal situation like?

We start with your personal situation. We cannot give you appropriate financial advice until we thoroughly know your personal situation. Together with you, we can answer the following questions, for example:

- What do you already know about potential financial solutions? Do you have experience with these?
- What are you willing to pay? What could you afford?
- How much certainty would you like? How much risk are you willing and able to accept?

2. Advice – which financial solution is appropriate for you in your situation?

Now that we have an impression of your personal situation and preferences, and of you as a customer, we analyse this impression. You are presented with a financial solution tailored to your situation and wishes.

3. Search – Which provider has the financial solution appropriate for you?

After reviewing which financial solution that best fits in with your situation and preferences, we start looking for the most suitable product. To find a suitable proposal, we compare a limited number of insurance policies. We review which insurance is best for you in this situation. We prefer working with a number of providers.

This is what this service provider offers – The service provider does not offer this

No comparison of products – **comparison of a limited number of products** – comparison of a large number of products

We exclusively advise on insurance policies offered by other service providers.

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### **Service provision document – Covering risks**

#### **Explanation: what can we do for you?**

##### 4 Contract

Did you make a choice? Then we can arrange for you to have the contracts.

After receiving our advice, you make a decision. If you like, we can arrange for the contracts to be delivered to you.

##### 5 Maintenance

You have a contract. Then we monitor to check if all goes well.

The contracts are often concluded for many years. After signing the contract, your personal situation may change. The product may no longer fit in with your personal situation in the future. It is important for you to know that during the contract term, you are entitled to information about major changes to the product.

**Please note:**  
**The services that financial service providers offer after you signed the contract may vary significantly. Please make proper arrangements about what is included and what is not, and the associated cost.**

In addition to our statutory obligations, we can provide maintenance activities for you after concluding the contract. Please discuss with us what we can do for you. We do not charge you for such consultations.

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**Service provision document – Covering risks**

**Fees: how much do you pay?**

Service provision fees

	Standard rate	Self-employed
Advisory fees		
Fee for arranging the product		
Both		

The fees are charged separately based on a fixed rate or an hourly rate.

Depending on the services you choose, the fees charged may differ.  
 You can use this document for making specific agreements on the services to be provided.

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**Service provision document – Accruing capital**

This document sets out what we can do for you. And how much that costs. Other financial service providers have similar documents. This enables you to compare us with others. And to compare the costs.

**Please note: in this document, we describe what we normally do, with the average price of such services. This information is not specifically tailored to your personal situation. This is why you should always make proper arrangements with your financial service provider.**

You want extra money for later

Do you want extra money for later? Perhaps you would like a higher pension later? Or have extra money for something else? In this document, you can read what we can do for you. And how much our services cost. In such situations, you have a capital accrual issue, and you need to consider a number of issues carefully, for example:

- How much pension will you receive later? Do you think that is enough? Or not enough?
- Do you have money available to save for extra pension?
- What are the tax rules?
- What are the benefits and disadvantages of saving and investing?

In this document you can read if we can help you answer these questions, how this works and what the fees involved are.

**Summary: What can we do for you?**

We are a financial service provider. Please find below an overview of what we can do for you. Financial service providers can offer five different types of activities. Not all financial service providers offer all five. We offer the services in the highlighted box. We do not offer the services in the dotted boxes.

We can advise you about capital accrual products offered by other providers. We can arrange for your contract documents.

2. Review – what is your personal situation like?
2. Advice – which financial solution is appropriate for you in your situation?
3. Search – Which provider has the financial solution appropriate for you?
4. Contract - Did you make a choice? Then we can arrange you to have the contracts.
5. Maintenance - You have a contract. Then we monitor to check if all goes well.

Average fees

Advisory fees – Fee for concluding the contract – Combination

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## **Service provision document – Accruing capital**

### **Explanation: what can we do for you?**

1. Review – what is your personal situation like?

We start with your personal situation. We cannot give you appropriate financial advice until we thoroughly know your personal situation. Together with you, we can answer the following questions, for example:

- What do you already know about potential financial solutions? Do you have experience with these?
- What are you willing to pay? What could you afford?
- How much certainty would you like? How much risk are you willing and able to accept?

2. Advice – which financial solution is appropriate for you in your situation?

Now that we have an impression of your personal situation and preferences, and of you as a customer, we analyse this impression. You are presented with a financial solution tailored to your situation and wishes.

3. Search – Which provider has the financial solution appropriate for you?

After reviewing which financial solution best fits in with your situation and preferences, we start looking for the most suitable product. To find a suitable proposal, we compare a limited number of capital accrual products. We review which capital accrual products are best for you in this situation. We prefer working with a number of providers.

This is what this service provider offers – The service provider does not offer this

No comparison of products – **comparison a of limited number of products** – comparison of a large number of products

We exclusively advise on capital accrual products offered by other service providers.

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## **Service provision document – Accruing capital**

### **Explanation: What can we do for you?**

#### 4 Contract

Did you make a choice? Then we can arrange for you to have the contracts.

After receiving our advice, you make a decision. If you like, we can arrange for the contracts to be delivered to you.

#### 5 Maintenance

You have a contract. Then we monitor to check if all goes well.

The contracts are often concluded for many years. After signing the contract, your personal situation may change. The product may no longer fit in with your personal situation in the future. It is important for you to know that during the contract term, you are entitled to information about major changes to the product, for example.

#### **Please note:**

**The services that financial service providers offer after you signed the contract may vary significantly. Please make proper arrangements about what is included and what is not, and the associated cost.**

In addition to our statutory obligations, we can provide maintenance activities for you after concluding the contract. Please discuss with us what we can do for you. We do not charge you for such consultations.

**Service provision document – Accruing capital**

**Fees: how much do you pay?**

Service provision fees

	Standard rate	
Advisory fees		
Fee for arranging the product		
Both		

The fees are charged separately based on a fixed rate or an hourly rate.

Depending on the services you choose, the fees charged may differ.  
You can use this document for making specific agreements on the services to be provided.