

GENERAL TERMS AND CONDITIONS OF FINZICHT BV

Definitions

Article 1

In these general terms and conditions, the liability of FINZICHT BV, referred to as FINZICHT BV

The other party or client is understood to mean the person (natural person, legal entity, partnership) who instructs FINZICHT BV to perform services (including FINZICHT BV support staff) and/or activities in the field of management and in the financial field.

Applicability

Article 2 2.1 These

general terms and conditions apply to every order given to or agreement concluded with $\ensuremath{\mathsf{FINZICHT}}$ $\ensuremath{\mathsf{BV}}$

2.1.1 The general terms and conditions also apply to all activities that are offered under another trade name/website. Currently these are the activities from Welverzekeren.nl, Dekredietshopper.nl, Depremieshopper.nl, Deverzekeringshopper.nl, Depolisshopper.nl, Deleningshopper.nl, Lastenchecker.nl, Hypotheeklastenmonitor.nl, Fingrip.nl,rentemonitor.nl, 2.2 Deviations from these general terms and conditions are only binding if agreed in writing and only apply on a case-by-case basis.

2.3 The applicability of general terms and conditions used by the client is expressly rejected.

2.4 Any nullity/nullity of one or more provisions of these general terms and conditions does not affect the validity of all other provisions. In the event of nullity/nullity/nullity, FINZICHT BV and the client will consult in order to agree on a new provision/provisions to replace the void or voided provision/ provisions, whereby as much as possible the purpose and purport of the void or voided provision(s).) are taken into account.

Agreement

Article 3 3.1 An

agreement between FINZICHT BV and the client is concluded at the moment that FINZICHT BV, after receipt of the order confirmation signed by the client, has notified the client in writing that it accepts the order given by the latter.

3.2 An agreement is entered into for an indefinite period of time, unless FINZICHT BV and the client expressly agree otherwise in writing.

3.3 The obligations arising for FINZICHT BV from an agreement between the client and FINZICHT BV must at all times be qualified as best efforts obligations and emphatically not as obligations of result. FINZICHT BV will execute the agreement to the best of its knowledge and ability.

Data Article

4 4.1

FINZICHT BV registers personal and/or business data of the client. The client ensures that all data, which FINZICHT BV indicates is



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necessary or of which the client should reasonably understand that they are necessary for the execution of the assignment, are provided to FINZICHT BV in a timely manner. If the information required for the execution of the order has not been provided to FINZICHT BV in time, FINZICHT BV has the right to suspend the execution of the order. The client gives FINZICHT BV permission in advance to make the data available to these third parties, the knowledge of which by others than FINZICHT BV is useful and/or necessary in the context of the assignment to be performed or in the context of relationship management.

4.2 For the rest, both FINZICHT BV and the client are obliged to maintain the confidentiality of all confidential information that they have learned from each other or from another source in the context of their agreement. Information is considered confidential if this has been communicated by FINZICHT BV or the client or if this results from the nature of the information.

4.3 The relationship of trust between FINZICHT BV and the client means that FINZICHT BV may rely on the correctness of the information provided to it by the client.

4.4 All copyrights and other intellectual property rights with regard to the reports, advice, planning and other intellectual products of FINZICHT BV compiled by FINZICHT BV are vested in FINZICHT BV Without the express permission of FINZICHT BV, reports, advice, planning and other intellectual products of FINZICHT BV may not be used in any way. reproduced in any way, made available to third parties for inspection and/or used in violation of any (other) intellectual right.

Payment

Article 5

5.1 The client owes FINZICHT BV the agreed fee, including the VAT due, if applicable, in accordance with the order confirmation signed by the client.

5.2 The fee of FINZICHT BV includes: a) the hours

spent by FINZICHT BV multiplied by the hourly rate, plus disbursements and, where appropriate, external costs (charged according to Time Registration/Hours Declaration FINZICHT BV); or b) a performance fee (if and insofar as the efforts made by FINZICHT BV within one year after termination of the activities of FINZICHT BV lead to a positive result for the client, for example savings in bank costs or sale of a company) or c) a fixed amount per month depending on the package of services purchased by the client; or d) a combination of two or more of the possibilities mentioned under a), b) and c).

5.3 The hourly rate as well as the performance fee will be confirmed in writing by FINZICHT BV on the occasion of FINZICHT BV's acceptance of the assignment.5.4 FINZICHT BV is entitled to invoice part of the agreed fee at the start of the execution of the agreement.

5.5 In the cases where the fee includes a fixed amount per month (see article 5.2 sub c), the subscription price is adjusted annually by FINZICHT BV based on the Consumer Price Index (CPI).

5.6 All invoices must be paid within 14 days of the invoice date on the



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 $\ensuremath{\mathsf{FINZICHT}}\xspace \mathsf{BV}$ indicated manner in the currency in which is invoiced. From the expiration date $\ensuremath{\mathsf{from}}\xspace$

on an invoice, the client owes default interest equal to the statutory interest, whereby part of the month is counted as a whole month.

5.7 Payments made by the client always serve in the first place to settle all interest and costs owed, and in the second place for payable invoices that have been outstanding the longest, even if the client states that the payment relates to a later invoice.

5.7.1 In the event of settlement in accordance with the provisions of the order confirmation signed by the client, the payment of the invoice will be deemed to have been paid upon receipt by FINZICHT BV of the commissions paid out from the order.

5.8 In the event that the client is in default or fails to fulfill one or more of its obligations, the other party will be charged extrajudicial collection costs amounting to 15% of the invoiced total amount. If FINZICHT BV demonstrates that it has incurred higher costs, which were reasonably necessary, the excess will also be for the account of the client.

5.9 In the event of liquidation, bankruptcy or suspension of payment of the client, the claims of FINZICHT BV will be immediately due and payable.

Liability Article 6

6.1 FINZICHT BV is

not liable for damage of any nature whatsoever suffered by the client if FINZICHT BV is unable to fulfill its obligations under the agreement due to force majeure. During the force majeure, the obligations of FINZICHT BV are suspended. If the period in which fulfillment of the obligations is not possible due to force majeure lasts longer than thirty days, both FINZICHT BV and the client are authorized to dissolve the agreement without judicial intervention, without there being any obligation to pay compensation in that case.

In these general terms and conditions, force majeure is understood to mean, in addition to what is understood in this regard in the law and jurisprudence, all external causes, foreseen or unforeseen, over which FINZICHT BV can exercise no influence, but as a result of which FINZICHT BV is unable to fulfill its obligations. (including illness, computer (network) failures, failures in computer programs).

6.2 FINZICHT BV is not liable for damage, of whatever nature, which the client suffers as a result of the client's incorrect execution of the agreement.

6.3 FINZICHT BV is not liable for damage caused to the client or third parties that is the result of the supply of incorrect or incomplete information by the client to FINZICHT BV, or is otherwise the result of an act or omission of the client (including failure to failure to fulfill its payment obligations on time by the client).

6.4 Transmission of data in electronic form, documents, books, papers and other goods is always at the expense and risk of the client, regardless of whether the transport or dispatch is carried out by or on behalf of the client, contractor or third parties. FINZICHT BV is not liable for damage resulting from loss, destruction or damage to these data, documents, books, papers and other goods.

6.4.1.Electronic communication: A

client who sends an e-mail may not automatically assume that FINIZCHT has also read the e-mail.

The client may only consider the e-mail as read by FINIZCHT if FINZICHT BV



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this messaged him.

If the client has not received this message and if he still wants certainty about the fact that FINZICHT BV has read the email, the client must contact FINIZCHT.

6.5 FINZICHT BV is not liable towards third parties who believe that they have suffered damage on the basis of the execution of the agreement by FINZICHT BV on behalf of the client. The client indemnifies FINZICHT BV against all claims from third parties that are directly or indirectly related to the execution of the agreement. The client indemnifies FINZICHT BV in particular against claims from third parties due to damage caused by the fact that the client has provided FINZICHT BV with incorrect or incomplete information.

6.6 The scope of FINZICHT BV's liability is limited per agreement to the fee part owed over the last three months, excluding any agreed performance fee. In those cases where the fee includes a fixed amount per month (see article 5.2 sub c), FINZICHT BV is only liable up to a maximum of the total amount of the last three monthly instalments, unless there is intent or gross negligence on the part of of FINZICHT BV. In all other cases, FINZICHT BV accepts no liability, except for the professional liability that we have taken out as the case may be, with regard to the professional liability that we have taken out. (tax specialists, accountants, lawyers, etc.) whether or not at the explicit request of the client, FINZICHT BV is not liable for damage resulting from incorrect and/or incomplete information and advice provided by these external experts, or from work performed by these external experts.

Termination of the agreement Article

7 7.1 The agreement ends with its

completion.

7.2 Premature termination of the agreement is only lawful if it is done in writing and with due observance of a notice period of at least one full calendar month.

7.3 In the following cases, FINZICHT BV is authorized to suspend the (further) performance of the agreement, or to dissolve the agreement without judicial intervention, without prejudice to FINZICHT BV's right to compensation: - if after circumstances that have come to the knowledge of FINZICHT BV at the conclusion of the agreement give FINZICHT BV good grounds to fear that the client will not fulfill its obligations; - if the client fails to meet its payment obligations towards FINZICHT BV; - if FINZICHT BV has asked the client when concluding the agreement to provide security for the fulfillment and this security is not forthcoming and/or is insufficient; - if FINZICHT BV establishes or suspects that the client deliberately withholds or refuses to provide certain information, and FINZICHT BV deems this information necessary for the execution of the assignment; - if FINZICHT BV establishes or suspects that the client is guilty of or involved in improper or illegal practices or personal relationships that damage or could damage the name of or confidence in FINZICHT BV.

7.4 In the cases referred to in the previous paragraph, FINZICHT BV's claims against the client are immediately due and payable in full.



Applicable law Article 8 Dutch law

applies to every agreement between $\ensuremath{\mathsf{FINZICHT}}$ BV and the client $\ensuremath{\mathsf{from}}$

application.

Amendment and location of general terms and conditions Article 9 9.1 These general terms and

conditions have been filed at the office of the Chamber of Commerce in Amsterdam.

9.2 The most recently filed version or the version as filed at the time of the conclusion of the present order is always applicable.