

# D U T C H MORTGAGE SPECIALIST

## Terms and conditions provision of services

### Article 1: Definitions

- 1.1 *Financial Service Provider:*  
Dutch Mortgage Specialist (DMS), established in Spijkenisse, on D. Losstraat 24, 3201 EJ, in the following referred to as: "FD".
- 1.2 *Client:*  
The natural or legal person to whom FD has provided any quotation, has made any offer, or with whom it has concluded an agreement.
- 1.3 *Assignment:*  
The Assignment granted by Client to FD to advise on or mediate upon the conclusion of a Financial Product.
- 1.4 *Financial Product:*  
The mortgage, insurance, or other products designated as such in article 1:1 of financial oversight law 'Wft', that FD advises on, that it mediates in and/or that it manages on grounds of an agreement.
- 1.5 *Provider:*  
The supplier of a financial product.

### Article 2: Assignment

- 2.1 An agreement between Client and FD is deemed to have been adopted at the moment that FD has accepted an Assignment in writing or has commenced with the implementation thereof. FD is authorised to reject Assignments granted to it without stating reasons, even after it has sent a quotation for the conducting of activities to Client.
- 2.2 All Assignments granted to FD are exclusively adopted with FD and are carried out by the same, even if it is the intention of Client to have the Assignment carried out by a specific person operative at FD.
- 2.3 Assignments granted to FD exclusively lead to best-effort obligations on the part of FD, not to a commitment to a specific result, unless it is evinced otherwise by the nature of the Assignment granted or by what parties have established.
- 2.4 Unless established otherwise in writing, terms submitted by FD within which it will carry out the Assignment granted to it can never be considered strict time limits.
- 2.5 The present terms and conditions have also been stipulated for the benefit of the administrators and/or partners of FD and of all staff in its service. The applicability thereof remains in force if said administrators/partners and/or other persons operative for it no longer are operative for FD.

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- 2.6 Any possible purchasing of other conditions that Client refers to upon the acceptance of an offer or quotation are not applicable, unless these have been accepted in writing by FD without reserve.

## **Article 3: Offers and quotations of provider and advice FD**

- 3.1 Offers or quotations presented by FD on behalf of a Provider to Client are, unless it is therein expressly stated otherwise, non-committal and subject to acceptance by the relevant Provider.
- 3.2 Client cannot derive any rights from calculations made by FD regarding the costs of a financial product and the possible effect thereof on the monthly charges of Client. Such calculations must be considered provisional and indicative and may be subject to intermediate changes to interest and fees. Only in case a Provider has issued a quotation that has been accepted by Client can FD provide a definitive calculation of the monthly charges.
- 3.3 Recommendations provided by FD to Client are snapshots that are based on simplified suppositions regarding the legislation and regulations that are effective at such time. Only when a Provider has issued a quotation that has been accepted by Client can FD provide a definitive calculation of the monthly charges.

## **Article 4: Communication**

- 4.1 In case Client has sent any electronic message to FD, he may only trust that this message has reached FD if he has received a confirmation of the receipt thereof, not being an automatic confirmation of receipt.
- 4.2 General information provided by FD, whether or not on the internet, and whether or not upon request of Client, is non-committal and can never be considered advice of FD in the context of an Assignment granted to it, barring to the extent it is evinced otherwise by statement of FD or it regards advice tailored to the personal situation of Client.
- 4.3 Until Client has announced an address change to FD, FD may trust that Client can be reached at the address submitted by him upon the start of the Assignment, also including his e-mail address.

## **Article 5: Deployment of third parties**

- 5.1 If necessary, it is permitted to FD to make use of third parties upon the execution of the Assignment granted to it. Upon the deployment of these third parties, any costs involved will be passed on to Client.
- 5.2 To the extent FD must make use of advice prepared by external consultants upon the implementation of the Assignment granted to it, also including advice from accountants, lawyers, tax experts, etc., it will consult with Client beforehand as much as possible and upon the selection of the relevant third party/parties will observe due diligence. FD is not liable for (attributable) shortcomings of these external advisors.

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- 5.3 FD is responsible, in an equal manner as for its own staff, for the third parties engaged upon the implementation of the Assignment granted to it, which cannot be qualified as external advisors in the sense of what is established above in article 5.2., such as agency workers, external administrative agencies, etc.

## Article 6: Fee and payment

- 6.1 The fee falling to FD for its provision of services may be included in the sums to be billed to Client by the Provider, or an hourly rate, a fixed fee, or a subscription, or a combination thereof, may be established between FD and Client.
- 6.2 FD has the right to annually increase its rates, also including any possible subscription costs, as per 1 January in accordance with the consumer price index (CPI) series all households as published by Dutch statistics institute CBS, starting from base year 2022 = 100, or otherwise in accordance with a fixed rate as established by FD and client.
- 6.3 Changes to taxes and/or levies imposed by the authorities are always passed on to Client. FD has the right to increase established rates intermediately in case after acceptance of the Assignment increases occur to the costs of materials or services that are required for the execution of the Assignment and/or to other costs that affect the price of cost of FD.
- 6.4 In case FD operates based on the claiming of costs retrospectively, an advance may be billed that must be settled by Client before FD starts with the execution of the Assignment.
- 6.5 Invoices of FD must be paid by Client within 14 days after the invoice date in the manner prescribed by FD, unless it was established otherwise in writing or the invoice states otherwise.
- 6.6 If Client does not timely settle the fees that are payable on account of insurances taken out by him, the Provider may suspend the coverage under the insurance and in case of damage refuse to compensate it. If the payments of fees and/or interest regard a mortgage that was concluded, the Provider can also decide to proceed with the foreclosure of the real estate that the mortgage concluded is in regard to. FD is never liable vis-a-vis Client in such cases.
- 6.7 The setting off by Client of sums billed to him by FD for its provision of services against a counterclaim alleged by Client, or the suspension of payment by Client in connection with a counterclaim alleged by him, is only permitted to the extent the counterclaim has been expressly recognised by FD without reserve or has been irrevocably established before the court.
- 6.8 If Client does not pay the amounts billed by FD within the established term, Client starts owing, without any prior default notice being required, the statutory interest on the outstanding amount. If the Client remains negligent, even after default notice, to pay the outstanding sum to FD, then FD can cede the collection of its claim to a third party, in which case Client will be obliged as well to compensate the extrajudicial collection costs. The amount of the extrajudicial collection costs is determined in conformity with the law on recovery costs 'Wet Incassokosten'.

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- 6.9 Payments made by Client always serve first to settle all interest and costs owed and subsequently payable invoices that have been outstanding the longest, even if Client states that the settlement regards a later invoice.
- 6.10 If the creditworthiness of Client in the opinion of FD provides grounds to do so, FD is authorised to suspend the provision of its services, until the Client has provided sufficient security for his payment obligations.

## Article 7: Information from Client

- 7.1 Client will always, upon and without request, provide all relevant information to FD that it requires for the correct implementation of the Assignment granted. Thereby must be understood, for example, though not exclusively, a situation in which such changes occur to the family composition, the income, the financial situation, the business destination, the size of the business, stock management etc. of Client, that FD would have to modify its recommendations accordingly, or that financial products concluded already may possibly no longer be adequate.
- 7.2 FD is only able to comply with the duty of care vis-a-vis Client it is subject to if Client strictly complies with what is established in 7.1.
- 7.3 If information required for the implementation of the established Assignment has not, has not timely, or has not in accordance with the arrangements made been provided to FD, or if Client has not complied with his (information) obligations in a different manner, FD is authorised to proceed with the suspension of the implementation of the Assignment.
- 7.4 Client is fully responsible himself for the correctness and completeness of all information provided by him to FD. If the non-timely, -correct, or -complete provision of information entails that FD has to spend more time or additional expenses on the implementation of the Assignment, FD passes the fee involved in that additional time and/or the extra costs to be incurred on to Client.
- 7.5 If it becomes apparent afterwards that Client provided incorrect or incomplete information on the basis of which FD has carried out the Assignment, then the Provider may be entitled on grounds of the latter's (general) policy terms to terminate the insurance or the credit (with immediate effect), or be entitled to decide not to proceed with the compensation of damages incurred.

## Article 8: Liability of FD

- 8.1 Any liability of FD, as well as of its administrators, its employees, and the persons deployed by FD upon the implementation of the Assignment, is limited to the amount that is disbursed under the professional liability insurance of FD in such case, including the deductible to be borne by FD. Upon request, stakeholders are provided with further information regarding the professional liability insurance.
- 8.2 In the event that the professional liability insurance of FD referred to in article 8.1 in a specific case does not provide coverage, the liability of FD as well as of its administrators, its employees, and the persons deployed by FD upon the implementation of the Assignment, is limited to a maximum of the total of the fees billed to the Client in the matter of the Assignment from which the damage that has occurred has

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flowed. If FD has not billed a fee for its provision of services to Client, the liability of FD cum suis is limited to the fee billed by the Provider to Client.

- 8.3 The execution of the Assignment granted exclusively occurs for the benefit of Client. Third parties cannot derive any rights from the content of the activities conducted for Client.
- 8.4 FD is never liable for damage that is incurred by the Client or third parties as a result of incorrect, incomplete, or non-timely information provided by the Client.
- 8.5 FD is never liable for any damage whatsoever that flows from errors in the software or other computer programs used by FD.
- 8.6 FD is never liable for any damage whatsoever that flows from the circumstance that (e-mail) messages sent by Client to FD have not reached FD.
- 8.7 FD is never liable for any damage whatsoever that flows from the circumstance that the Client has not timely settled the fees and/or interest billed to him for financial products taken out, following mediation of FD, by him.
- 8.8 FD is never liable for any damage whatsoever that is the result of the circumstance that a financing reserve established by Client with his counterparty has expired.
- 8.9 FD is never liable for any damage whatsoever that is caused because the Provider does not or does not timely take care of the preparation of the documents required for the execution of the mortgage deed and/or the funds are not or not timely under escrow with the notary.
- 8.10 In case FD advises regarding or respectively mediates for the conclusion of financial products of which bonds and/or investments are a component, FD provides a prognosis with respect to the results to be realised with the relevant product. This only provides an indication. FD is never liable for damage on the part of Client or third parties that flows directly or indirectly from a (disappointing) development of value of financial products and/or (the disappointment of) results, yield, profitability etc. of financial products. FD is furthermore not liable for damage that is incurred as a result of errors or inaccuracies in prognoses deriving from third parties, also including any Provider, regarding a result, yield, profitability, etc. to be realised.
- 8.11 What is established in this article leaves unaffected the liability of FD for damage that is caused by the wilful intent or deliberate recklessness of its subordinates.
- 8.12 Client only is entitled to rescind any agreement with FD, if FD, even after proper default notice, continues to fall attributably short in complying with its obligations vis-a-vis Client. Payment obligations that have arisen before the time of rescission and/or that regard services already provided, must be complied with fully by Client.

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## Article 9: Force majeure

- 9.1 FD is not obliged to comply with any obligation if this is not reasonably possible as a result of changes that have occurred outside the control of FD to the circumstances that pertain upon entry into the obligations.
- 9.2 A shortcoming in complying with an obligation of FD does not count as attributable in any event and does not fall to its risk in case of negligence and/or shortcomings by or at its suppliers, sub-contractors, transporters and/or other third parties deployed, in case of fire, work strikes or exclusion, riots or upheaval, war, government measures, also including import-, export- or transit restrictions, frost, and all other circumstances that are of such a nature that it can no longer be demanded of FD that it is bound by its undertakings.

## Article 10: Protection personal data

- 10.1 Personal data provided by Client to FD will not be used by FD or provided to third parties for other purposes than for the implementation of the Assignment granted to it, or for mailings etc. to be sent to the Client, barring to the extent FD on grounds of the law or public order is obliged in the context of its business operations to provide the relevant information to an agency designated to such effect.
- 10.2 If Client objects against the inclusion of his personal data in any mailing list etc. of FD, then FD will remove the relevant data upon first written request of Client from the relevant file.

## Article 11: Complaints institute

- 11.1 FD is associated with the complaints institute for financial service providers 'Klachteninstituut Financiële Dienstverlening' (KIFID) under number 300.016585. A dispute flowing from quotations, offers, and agreements that the underlying conditions are applicable to, can at the option of Client be either submitted for advice to the disputes committee for financial services 'Geschillencommissie Financiële Dienstverlening', or to the civil court of law.
- 11.2 FD does not adhere in advance to such advice as may be provided by said 'Geschillencommissie Financiële Dienstverlening'.

## Artikel 12: Lapsing of rights

- 12.1 Complaints regarding activities conducted by FD or the amount of the sums billed by it must, on pain of the right lapsing, be submitted in writing and within 60 days after Client has received the documents, information, or invoice that his complaint is in regard to, or that he could reasonably have taken cognisance of the shortcoming in the performance of FD identified by him, to FD, The submittal of a complaint never suspends the payment obligations of Client.
- 12.2 All rights of claim and other powers of Client on any account whatsoever in connection with the activities conducted by FD lapse in any event five years after Client became aware or could reasonably have been aware of the existence of these rights and powers.

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## Article 13: Miscellaneous

- 13.1 All offers and quotations issued by FD, as well as the Assignments accepted by it, are subject to Netherlands Law.
- 13.2 In case the content of arrangements made in writing between FD and Client deviates from what is established in these terms and conditions, the arrangements made in writing prevail.
- 13.3 If parties are evinced by any written document to have made arrangements that derogate from these terms and conditions, those differing arrangements prevail. Derogations from and/or additions to these terms and conditions only bind FD to the extent these have been established expressly in writing between FD and Client.
- 13.4 If any provision of these terms and conditions turns out to be void, only the relevant provision is excluded and all other provisions remain fully effective.
- 13.5 FD has the right to unilaterally modify the content of these terms and conditions intermediately. In case FD proceeds with intermediate modification, it accordingly informs Client while simultaneously forwarding the modified terms and conditions. Client has the right within 30 days after the date on which he has been notified of the relevant changes to object against the applicability of the modified terms. In such case, parties enter into consultations regarding the content of the applicable terms and conditions. If Client does not object against the modified content of the terms and conditions, these govern the arrangements made between parties as from the date indicated by FD.