

General terms and conditions

VLC & Partners B.V.

Statutory name:

VLC & Partners B.V.

Trading names:

Ars Mundi

B&B polis

Buro Merks

Buro Merks Consultancy

Mutsaerts B.V.

Mutsaerts Assuradeuren B.V.

Rietpolis

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16030436

AFM [Netherlands Authority for the Financial Markets] Licence**Number:**

12016988

Article 1 - Definitions

The following terms bear the meaning assigned to them for the purposes of these general terms and conditions:

1. Supplier: a supplier of financial products in respect of which the Service Provider provides advice and/or which are the subject of an insurance or other agreement that is (or may) be concluded pursuant to the Service Provider's broking activities.
2. Consumer: a natural person who does not act for the purposes of conducting a business or practising a profession or trade.
3. Client: a natural person, being a Consumer, or a legal entity that instructs the Service Provider to carry out Work. If these terms and conditions, in particular articles 2, 3 and 4, refer to 'you', this shall also include the Client.
4. Service Provider: the company VLC & Partners B.V., and/or another company which, together with VLC & Partners B.V., forms a group within the meaning of section 24b, Book 2 of the Dutch Civil Code, including Chabot Assuradeuren B.V. This does not include ENgage Werkgeversadvies B.V., which is explicitly not referred to as the Service Provider. If these terms and conditions, and in particular articles 2, 3 and
- 4, refer to 'we' or 'us', this also includes the Service Provider.
5. Contract: the written agreement between the Client and the Service Provider concerning the performance of Work, of which these general terms and conditions form an intrinsic part or, where applicable, a processing agreement between the Service Provider and the Client.
6. Work: any work pertaining to the provision of financial services in accordance with the Financial Supervision Act [Wet op het Financieel Toezicht] or any involving risk management for which instructions have been issued or which the Service Provider carries out on other grounds. The foregoing applies in the broadest sense of the term, including any Work stipulated in the Contract between the Service Provider and a Client and work for which no Contract has been effected, including any changes or additions thereto, as well as all (legal) acts in preparation for and in execution of the Work.
7. Remuneration: any remuneration for Work carried out by the Service Provider, which includes commission, a fee, a subscription or expense account.

Article 2 - What can you expect from us?

1. We advise concerning (the management of) insurable risks, general and life insurance, mortgages, pensions and other financial services. We hereby serve as a broker for the purposes of taking out insurance and procuring any other financial products which are recommended.
2. We will act as a reasonable and competent adviser or mediator when providing advice and services and act in accordance with the standards that apply on the basis of our licence and registration as a mediator and adviser pursuant to the Financial Supervision Act (Wet op het Financieel Toezicht). However, we cannot guarantee the achievement of any intended result.
3. We will determine ourselves how and by which person(s) the Work will be performed. In doing so, we will of course take your instructions into account as much as possible.
4. We are entitled to have (part of) the Work performed by a person or third party designated by us if we feel that such is desirable.
5. We will keep you informed about the Work and inform you as soon as possible about the completion of the assignment.
6. We are supervised by the Netherlands Authority for the Financial Markets (AFM) and are registered in the Financial Supervision Act (Wft) register of financial service providers. The Wft register can be consulted on the website of the AFM (www.afm.nl).
7. We have taken out professional indemnity insurance for our Work. Within the limits of the policy, this insurance provides cover for claims relating to professional errors.

Article 3 - What do we expect from you?

1. You hereby authorise us to request information from third parties. We need this information in order to carry out the Work.
2. We can only do our work properly if you provide us with all the necessary information. You must therefore provide us with all information and documents which we believe we require for the proper execution of the Contract. You must make this information available (on request) on time and in the

desired/required form and manner.

3. You must also inform us without delay of facts and circumstances which may be important in connection with the conclusion and further execution of the Contract. This obligation applies in any case to the following facts and circumstances:
 - a. the circumstance that you have taken out insurance policies or other financial products elsewhere, and any changes to these policies;
 - b. changes relating to your address or contact details, insured goods and other financial products purchased by you that are of importance to us. This includes, for example, a change in your email address. This includes changes and/or termination of participations in company(-ies) operated, of the purpose and/or destination of your company, of (the nature of) your activities, of stock, of inventory, the employee list and of construction and renovation of your home or other immovable property.
4. You are required to check your details and documents carefully and report any inaccuracies to us as soon as possible. You are responsible for the accuracy, completeness, reliability and lawfulness of the information and documents. You guarantee the correctness, completeness, reliability and legitimacy of the data and documents made available, even if they originate from third parties. Emails sent to the email address provided by you shall be deemed to have been received by you unless evidence to the contrary is provided.
5. The extra costs and any extra Remuneration resulting from a delay in the execution of the Contract caused by the fact that the data desired or required has not been made available, or has not been made available on time, or properly, or in full or in accordance with what was agreed, shall be at your expense.

Article 4 - Premium payment

1. Premium payments can be made in various ways. Each policy specifies the collection method and the payment term. Dependent on the method, article 4a or article 4c shall apply.
2. If you do not pay the premium on time, the Supplier

will suspend the cover under the insurance and, in case of a loss or damage, refuse to compensate it. It is also possible that the premium owed will still be collected in an extrajudicial way. The costs involved can be charged to you.

3. We or the Supplier may also settle a due and payable premium against a claim payment to be made. In case of liability insurances, settlement is only possible if the mutual claims (premium and claim payment) arise from the same liability insurance.
4. If you do not pay the premium to us on time, article 4b applies.

Article 4a - You pay the premium to us

1. If we collect the premium owed on behalf of the Supplier, the following rules apply.
2. You must pay the premium of your insurance in advance, at the latest on the premium due date. This date can be found on the invoice.
3. You may give us permission to have the premium debited from your bank account (IBAN) through a standing authorisation. This standing authorisation applies to all products and/or services that you effect through us. You will receive a pre-announcement prior to the collection.
4. In principle, premiums are paid annually. In accordance with Article 4a (2), you must therefore have paid the premium for the following year by 1 January of that year at the latest. In consultation with us, you may choose to pay premiums every six months, quarterly or monthly. If there are costs involved in the periodical premium payment, you will be informed of this in advance.

Article 4b - The consequences if you do not pay the premium to us on time

1. You must pay the premium on time, whereby you must comply with the rules in Article 4a.
2. If you take out the insurance, you must ensure that we receive the first premium on time. This must be done within 30 days of the date in the policy schedule (hereinafter referred to as the 'grace period'). In case we do not receive the premium within that period then you have no insurance. You

will then not be able to derive any rights from the insurance from the commencement date. We are not obliged to send you a reminder in this case.

3. Don't you pay the second and/or subsequent premium instalments (the follow-up premium) within 14 days? Then you will receive a reminder. Don't you still not pay after that? In that case, you will no longer be insured from the fifteenth day after the reminder for occurrences which take place from the premium due date.
4. The periods referred to in article 4b (2) and (3) do not apply to insurance exchange ('Bourse') insurances. The instalments as stated on the invoice apply to this.
5. Your insurance may be part of a package of insurances. For this package you pay one total premium. Do you only pay part of the total premium? Then we assume that you have partially paid the premiums of all your insurances. In that case, we will therefore also suspend all your insurances.

Article 4c - You pay the premium to the Supplier

1. If you pay the premium to the Supplier, the following rules apply.
2. You may authorise the Supplier to have the premium debited from your bank account (IBAN) through a standing authorisation. Debiting takes place at a fixed time that has been announced to you in advance.
3. You may also transfer the premium yourself with due observance of the payment period specified by the Supplier. The policy conditions contain the exact provisions relating to the premium payment.
4. In principle, premiums are paid annually. In consultation with the Supplier, you may choose to pay premiums every six months, quarterly or monthly. If costs are involved with the periodical premium payment, you will be informed of that in advance.

Article 5 - Scope of application

1. These general terms and conditions are applicable to all of the Contracts and forms of that are entered into by the Service Provider.
 2. Deviations of these general terms and conditions shall only apply if and in so far as they have been agreed in writing between the Client and the Service Provider.
 3. Where a Client employs general terms and conditions and refers to them, an explicit objection is made against their scope of application. Such general terms and conditions shall not govern the relationship between the Client and the Service Provider.
 4. In the event that any provision of these general terms and conditions or of the Contract should be null and void or is nullified, only that provision shall not apply. All of the other provisions shall continue to apply and the relevant provision shall immediately be replaced, in consultation between the parties, by one which approximates the meaning of the original provision as closely as possible.
 5. In the event of a conflict between the Contract and the general terms and conditions, the Contract shall prevail.
 6. The Service provider may unilaterally amend these general terms and conditions. In the event of any amendment the Service Provider will inform the Client of this and will send the amended general terms and conditions. The Client may object to the applicability of the amended terms and conditions within 30 days of the date on which he was informed of the relevant changes. The parties will then consult with each other on the content of the applicable general terms and conditions. If no objection is made to the changed content of the general terms and conditions, they shall apply from the date specified by the Service Provider.
- from whom the relevant financial product is procured. In the event that any additional services are provided to a Client for which an additional fee is charged, the Client shall be notified of this beforehand.
2. The Service Provider may charge a fee for agreed services based on an hourly rate the Service Provider agrees to with the relevant Client in advance, or on the basis of a predetermined, agreed amount in the case of each service or agreement.
 3. In the event that salaries or expenses increase following the conclusion of an agreement, the Service Provider shall be entitled to raise its Remuneration accordingly. Such increase shall come into effect on 1 January of the year following such notice. The "CPI annual mutation all households" of October of the previous year shall be decisive for this purpose.
 4. In the event that an agreement terminates before an assignment has been completed or the time assigned to it has expired and the payability of the Remuneration depends on such completion or expiry of the relevant time, the Service Provider shall be entitled to a reasonably stipulated part of that Remuneration. When determining it, consideration shall be given, amongst other things, to any Work which the Service Provider has already carried out, the extent to which the relevant Client has benefited from it and the grounds on which the agreement concerned has terminated. In such a case the Service Provider shall only be entitled to receive full Remuneration, provided that the relevant Client may be held culpable for the termination of the agreement and it is reasonable for the Remuneration to be paid in its entirety having regard to all of the circumstances. Any savings accruing to the Service Provider pursuant to such premature termination may be deducted from the amount of any Remuneration.
 5. In the event that a fixed rate is agreed as Remuneration, and the Contract is tacitly renewed, this fixed Remuneration may, if no additional agreements have been made on this, be increased annually from the beginning of each contract year by: (i) a percentage of [10]%; and (ii) an inflation adjustment, the amount of which is identical to the inflation determined by the Central Bureau of Statistics in October of the previous calendar year. The Service Provider will inform the

Article 6 - Information concerning the manner of Remuneration

1. The Service Provider may receive a one-off and/or other fee that constitutes part of the relevant premiums or contributions and/or interest which is charged to a Client (commission) from the Supplier

Client of the increase as referred to in (i) two months in advance.

6. The Remuneration is exclusive of expenses, exclusive of expense accounts from third parties engaged by the Service Provider and excluding turnover tax and other levies that are or can be imposed by the government. The aforementioned costs, expense accounts and levies may be charged to the Client by the Service Provider after approval by the Service Provider.

Article 7 - Arrangements concerning the payment of Remunerations

1. In the event that any Remuneration is agreed to, the relevant Client shall be required to pay the invoiced amount concerned in accordance with the terms of payment stipulated on the relevant invoice. In the absence of any specific terms, a Client shall be required to pay an invoice within fourteen (14) days after the relevant invoice date. Payment shall be effected in the absence of a deduction, setoff or suspension on any grounds whatsoever. A Client may authorise the Service Provider to arrange for the withdrawal of any Remuneration from their bank or giro account by means of direct debit. In such a case the relevant withdrawal shall occur at a fixed point in time, of which the Client concerned shall be notified in advance. Such power of attorney shall apply in relation to all of the products and services which the relevant Client procures from the Service Provider. A Client may also transfer any Remuneration himself having regard to the stipulated deadline for payment.
2. In the event that a Client fails to effect payment by the deadline stipulated in Clause (1) or some other deadline that is agreed to, they shall be in default by operation of the law and the Service Provider shall be entitled to charge the Client interest at the rate of 1% per month (unless the statutory interest should exceed this) on the entire amount that is due or part thereof as of the date on which the relevant invoice is due until the date on which payment occurs in full.
3. A Client shall be liable for all of the costs that are incurred pursuant to judicial or extrajudicial collection of an amount receivable. Where a Client is a Consumer, the extrajudicial costs shall amount to:

- i. a minimum of € 40.00;
- ii. 15% of the first € 2,500.00;
- iii. 10% of the next € 2,500.00 (until € 5,000.00);
- iv. 5% of the next € 5,000.00 (until € 10,000.00);
- v. 1% of the next € 190,000.00 (until € 200,000.00);
- vi. 0.5% of any part of the principal sum in excess of this subject to a maximum of € 6,775.00 (in excess of € 200,000.00).

Where a Client is a legal entity or a natural person who is acting for the purposes of conducting a business or practising a profession or trade, the extrajudicial costs shall amount to 15% of the amount payable subject to a minimum of €40.00.

4. If the financial position of the Client and/or the payment behaviour of the Client to the service Provider's opinion should give cause to this, the Service Provider is entitled to require the Client to provide (additional) security without delay in a form to be determined by the Service Provider and/or to pay an advance. If the Client fails to provide the required security or to pay the advance required, the Service Provider shall be entitled, without prejudice to other rights, to suspend the further performance of the agreement forthwith and all amounts owed to the Service Provider by the Client of any nature and for any reason shall become immediately due and payable.
5. In case of multiple Clients of a Contract, each Client is, in so far as the work has been carried out for the benefit of these joint Clients, jointly and severally liable for the payment of the Remuneration.

Article 8 - Relationship of Service Provider to Suppliers

1. The Service Provider does not hold a qualified or other participating interest in one (1) or more Suppliers. The shares in the Service Provider's business are held for 76.6% by the provider De Goudse N.V.
2. The ownership of De Goudse N.V. of the Service Provider does not affect the latter's independent position. It is at liberty to provide advice, in respect of which the relevant Client's interests shall be paramount.
3. The Service Provider may periodically select financial products which preferred Suppliers carry and which

are chosen independently.

4. Chabot Assuradeuren B.V., a sister company to the Service Provider, holds a power of attorney from various Suppliers. This means that Chabot Assuradeuren B.V. has been authorised to act on behalf of those Suppliers in a number of cases. As such, Chabot Assuradeuren B.V. is entitled to accept new insurance policies and to settle claims, amongst other things.
 5. The Service Provider shall disclose the identity of the underlying parties and their relationship with each other in the case of each product. Such parties and/or relationships shall be evaluated every year and may be adjusted in the interim, in the event that circumstances change. A Client shall be notified of any change by no later than the next date on which a premium or contribution falls due.
- b. any loss suffered by a Client or another party that is the result of an act or omission on the part of any assistant engaged by the Service Provider (not included Service Provider's staff and third parties acting as subcontractors and under the responsibility of the Service Provider), also where they work for an organisation associated with the Service Provider.
4. Where and in so far as is possible, the Service Provider shall at all times be entitled to make good any loss suffered by a Client or to limit it by remedying or improving on an assignment, for which he gets a reasonable period of time.
 5. The Service Provider shall not be liable for any damage to or loss of documents while transported or sent by post (or electronic mail) irrespective of whether such transport, dispatch or transmission occurs through or on behalf of a Client, the Service Provider or any other party.

Article 9 - Liability and indemnification

1. Any liability on the part of the Service Provider and any person engaged for the purposes of executing an assignment shall be confined to the pay-out which occurs in the relevant case in accordance with the professional indemnity or business liability insurance taken out by the Service Provider plus any excess pursuant to that insurance. Such liability shall always be confined to a maximum of €1 million (one million euros).
2. The Service Provider shall not be liable for any loss suffered by a Client as a result of a delay referred to in articles 3.2 and 3.3 of these general terms and conditions.
3. The Service Provider shall not be liable for any indirect loss (including, but not restricted to loss of profit, savings lost, loss as a result of business interruption) or
 - a. any loss suffered by a Client or other party, which is deemed to include but shall not be confined to a loss due to the disruption of business, an indirect or a consequential loss that is due to the provision of inaccurate or incomplete data or information, a failure to supply information on time to the Service Provider by the Client or which is due to an act or omission on the part of the Client;
6. A claim for compensation for any loss must be submitted to the Service Provider by no later than within twelve (12) months after the relevant Client has or could reasonably have discovered the loss, in the absence of which any entitlement to compensation shall lapse.
7. A Client shall indemnify the Service Provider against any claim made by a third party. Under no circumstances shall a Client call any of the Service Provider's members of staff or any other party engaged by the Service Provider to account for any loss suffered.
8. Liability for any loss whatsoever which is suffered pursuant to a bug in computer software that is used shall be precluded unless and in so far as the Supplier of the aforementioned software accepts liability and it is possible to recover compensation from it.
9. If the Contract is performed for the benefit of several (legal) persons, the limitation of liability as described in article 11.1 of these general terms and conditions with regard to the Contract shall apply jointly to all (legal) persons concerned. In the event of the Service Provider's liability, this group of (legal) persons must distribute the maximum compensation to be paid among themselves.

10. The Client indemnifies the Service Provider in respect of all claims from third parties arising from or in connection with the Work performed or still to be performed for the benefit of the Client, unless these claims are the result of deliberate intent or deliberate recklessness on the part of the Service Provider. The indemnification also relates to any loss or damage and (legal) costs that the Service Provider sustains or incurs in connection with such a claim.

Article 10 - Electronic communication

1. While an assignment is being carried out, communication shall be effected by means of email where the relevant Client's email address is known to the Service Provider. This shall apply in the case of both information about insurance or other financial products (such as the relevant electronic or other policy and the policy terms and conditions) and other important information concerning the services provided by the Service Provider in relation to the products that are procured and those in which the relevant Client indicates that they are interested.
2. The Client may explicitly ask the Service Provider to arrange for communication to occur by post.
3. The Client and the Service Provider shall not be liable in relation to each other for any loss or incompleteness that is sustained due to either's or both their use of electronic means of communication, which is deemed to include but shall not be confined to any loss due to a delivery failure or delay, interception or manipulation by another party or software or equipment that is used for the purposes of transmitting, receiving or processing electronic communication, infection with a virus, the failure of a telecommunications network to function or to do so properly, or any equipment required for the purposes of electronic communication, except in so far as such loss is due to a wilful act or omission, or gross negligence.
4. The data extracts from the Service Provider's computer system shall constitute compelling evidence of the electronic communications (and their substance) sent by the sender until such time as the recipient provides evidence to the contrary.

Article 11 - Cooling-off period in the case of distance sales

1. In so far as the Client is a Consumer, they shall be entitled to a cooling-off period where general insurance is applied for and/or taken out by means of a telephonic sale or through the Internet. This means that a Client shall be entitled to cancel an insurance policy within no more than fourteen (14) days after receiving it. Where life insurance is applied for and/or taken out, such cooling-off period shall amount to thirty (30) days following the receipt of the relevant policy.
2. This article shall not apply in the case of any insurance with a contract term of less than one month. Neither shall it apply in the case of any insurance in respect of which it has been explicitly agreed with the relevant Client that it will be provided in full before the cooling-off period expires. Where a Client exercises their right to cancel any insurance during the cooling-off period, such insurance shall be deemed never to have existed.
3. Neither shall this article apply in respect of any insurance agreement which depends on developments in a financial and/or any other market (such as that for investments) or in relation to any agreement pursuant to which mortgage security is tendered.
4. In the event that a Client exercises their right of rescission, the Service Provider will already have incurred costs for the purposes of arranging the insurance and preparing the policy. For this reason, the Service Provider may request compensation from the relevant Client amounting to € 20.00 plus the policy charges stipulated on the relevant insurance certificate.
5. Where a Client wishes to exercise their right to cancel any insurance, they shall be required to notify the Service Provider of this in writing and to return all of the relevant insurance documents.

Article 12 - Intellectual property

1. The Service Provider's execution of an agreement shall not entail the assignment of any intellectual property rights vested in the Service Provider.
2. Reports, manuals, descriptions of working methods

and other documents provided by the Service Provider to the Client shall remain the property of the Service Provider. The Client may only use these documents for the purpose of the Contract.

3. All intellectual property rights arising during or arising from the execution of the agreement belong to the Service Provider. These rights are transferred by signing the Contract by the Client to the Service Provider, which transfer the Service Provider accepts immediately after the creation of these rights. In so far as a further deed is required for the transfer of such rights, the Client will cooperate with this at the first request of the Service Provider, without laying down conditions (or being able to do so). Any costs associated with the establishment of such rights shall be borne by the Service Provider.
4. A Client shall be explicitly prohibited from replicating, disclosing and/or commercially exploiting any product containing intellectual property rights vested in the Service Provider or which is encumbered by intellectual property rights in relation to which the Service Provider has acquired a licence to use same, which in this respect is at any rate deemed to include but is not confined to computer software, system designs, operating procedures, advice, model or other contracts, reports, templates, macros or any other intellectual works.
5. A Client shall not be permitted to hand over to other parties any product referred to in Clause (3) without the Service Provider's prior written consent other than for the purposes of obtaining an expert opinion concerning the Service Provider's performance of the relevant Work. In such a case the relevant Client shall impose their duties pursuant to this article on any party that they engage.
6. The Client indemnifies the Contractor against claims by third parties in respect of (any) infringement of intellectual property rights of third parties in connection with the activities and/or results carried out by the Client within the framework of the Contract.

Article 13 - Force majeure

1. In the event that the Service Provider is unable to comply with its obligations pursuant to an agreement or to do so properly, or on time on any grounds for which it is not culpable, which is deemed to include but shall not be confined to the sickness of any of its employees, a malfunction of its computer network or the disruption of the normal state of affairs within its business, those obligations shall be suspended until such time as the Service Provider is capable of complying with them in the agreed manner.
2. For the purposes of these general terms and conditions, force majeure is deemed to refer to any circumstances for which the Service Provider is not culpable, nor for which it is liable pursuant to the law or a legal act, or in accordance with generally accepted principles. In addition to this interpretation of force majeure, pursuant to case and other law it is also deemed to refer to any external cause – whether foreseen or unforeseen – over which the Service Provider is unable to exercise any control but as a result of which the Service Provider is incapable of complying with the obligations.

Article 14- Suspension and cancellation

1. The Service Provider shall be entitled to suspend compliance with all of its duties, which includes the surrender of any documents or other articles to a buyer or any other party, until such time as all claims due from that buyer have been paid in full in the event that:
 - a. a Client fails to comply with their obligations pursuant to the relevant agreement or fails to do so properly, in full or on time;
 - b. after entering into an agreement circumstances that have come to the Service Provider's knowledge constitute good grounds for it to fear that the relevant Client will fail to comply with their obligations;
 - c. a Client is requested to tender security to ensure compliance with their obligations pursuant to the agreement when it is concluded and such security is not forthcoming or is inadequate.
2. Furthermore, the Service Provider shall be entitled to cancel an agreement with immediate effect (or

to arrange for this to be done) in the event that circumstances occur which are of such a nature that compliance with the agreement is impossible, can no longer be demanded in accordance with principles of equity and fairness or in the event that any other circumstances occur which are of such a nature that the service provider cannot reasonably be expected to allow the agreement to remain in effect in the absence of any amendment. This shall at any rate apply in the case of bankruptcy or a petition for that, a moratorium on payments or a petition for that, legally stipulated debt restructuring, (intention to) cancellation by the Client and/or any other liquidity problem on the part of the Client.

3. In the event that a Contract is cancelled, any account receivable by the Service Provider from the Client concerned shall fall due immediately. Should the service provider suspend compliance with its obligations, it shall retain any entitlements pursuant to the law and the relevant contract.
4. The Service Provider shall always be entitled to seek compensation.
5. In the event that a Client cancels the Contract, they shall at any rate be liable to pay the Service Provider compensation for taking out insurance and for the preparation of the policy. Such compensation shall amount to € 20.00 plus the policy charges mentioned in the policy schedule.
6. As of the time when a Contract is cancelled or terminated, the relevant Client shall no longer be entitled to the provision of the services stipulated in the Contract concerned. In response to a written request from a Client, where required the Service Provider shall provide every assistance for the purposes of transferring the relevant insurance policies and/or any other financial products.

Article 15 - Confidential information and personal data processing

1. Even after the Contract has been terminated, the Service Provider and the relevant Client shall endeavour not to disclose any information which they have provided to each other for the purposes of the relevant agreement or which has come to their knowledge in some other way, including the

approach of the Service Provider, his mode of operation and the like, unless the provision of such information to another party occurs pursuant to the execution of the Contract or the law, any government regulations or a binding ruling handed down by a court of law or some other public body.

2. The Service Provider is entitled to state the Client's name and, in general, to state the work performed on the Service Provider's (potential) clients as an indication of its experience. The Client agrees that the Service Provider may use (confidential) information and personal data received, provided that it is anonymised and not traceable, in the context of, among other things, compiling and maintaining best practices, statistics, research purposes and/or benchmarking.
3. The Client gives the Service Provider permission to disclose the confidential information and personal data with: (i) subcontractors and IT service providers; (ii) third parties for the purpose of scientific research to be carried out by them to ensure the quality of our services, provided that they sign a confidentiality agreement for this purpose; (iii) Service Providers' insurers and/or legal or financial advisors.
4. In the context of its services, the Service Provider processes the personal data of the Client in accordance with the requirements arising from the applicable privacy laws and regulations. The Service Provider uses the data for the following purposes: mediation in (insurance) contracts, to prevent fraud and to be able to comply with legal obligations.
5. The Service Provider shall do all that it reasonably can to protect its systems and data transmissions between it and a Client against any loss and/or form of unlawful use. To this end, the Service Provider shall adopt appropriate technical and organisational measures. Amongst other things, allowances shall be made for the state of its technology in this respect. The Service Provider is entitled to use Cloud service centres to support for its business operations. The Service Provider may transfer personal data to countries outside the European Economic Area (EEA) for the purposes described in this article 17 if the recipient is deemed to have a sufficient level of data protection on the basis of the applicable privacy laws

and regulations.

6. The Client shall declare that they have taken cognisance of the privacy statement published on the Service Provider's website, which shall set out the measures that the Service Provider has adopted, and that they have established that those measures guarantee an appropriate level of security for the personal data that is processed. The Client shall fully indemnify the Service Provider against all claims made by third parties which are in any way based on the assertion that the technical and organisational measures adopted by the Service Provider are not appropriate and/or adequate.
7. A Client shall be entitled to check whether the Service Provider complies with its obligations stipulated in this clause. Acting at a Client's written request, the Service Provider shall present a report on the manner in which personal data is processed. In the event that a Client wishes to conduct an independent audit, they shall consult the Service Provider about this. The Service Provider shall have a duty to supply any information that is required to facilitate an audit. A Client shall bear the costs involved in an audit.
8. A Client shall arrange for an audit to be conducted without using the Service Provider's confidential information or disrupting the Service Provider's operational processes. Should an audit reveal that the Service Provider has failed to comply with its obligations in full, the Service Provider shall halt and/or remedy any deficiencies exposed by the audit as soon as is reasonably possible.
9. A Client shall warrant that it complies in full with all of their legal obligations, which is deemed to include but which shall not be confined to their obligations pursuant to the applicable privacy legislation and regulations, and that it is entitled to engage the Service Provider to serve as a data processor (subsidiary or otherwise). Furthermore, a Client shall warrant that they are entitled to confer entitlement on the Service Provider to engage data processors (subsidiary or otherwise) itself. A Client shall completely indemnify the Service Provider against any claim made by another party which is in any way based on and/or is related to the Service

Provider's processing of personal data and/or which is due to the Client's failure to comply with the aforementioned warranties or the relevant legislation and regulations.

10. In the case of a security and/or data leak (that is to say, any breach of the security of personal or other data), the Service Provider shall notify the relevant Client as soon as possible after discovering this. Such notification must always be confirmed by email. The Service Provider shall take appropriate action to identify a leak, to seal it as soon as possible and, in addition, shall adopt appropriate measures to prevent such a leak from occurring in the future. Provided that it has a legal duty to do so, the Service Provider shall report to the appropriate regulatory authority or authorities.
11. The provisions of this article governing the processing of personal data shall be deemed to constitute a data processing agreement as provided for in the applicable privacy legislation and regulations.

Article 16 - Complaints (procedure)

1. In the event that a Client has a complaint about the Service Provider's handling or operating procedures in general or about insufficient information concerning the manner in which it provides services, the Client shall be asked to notify the Service Provider of this as soon as possible.
2. All complaints shall be dealt with in accordance with the Service Provider's complaints procedure as set out in this article.
3. A complaint concerning any Work that has been carried out must be communicated to the Service Provider (addressed to the management board's attention) in writing within thirty (30) days after the date of the dispatch of the documents or information about which the relevant Client is complaining or within thirty (30) days after any deficiency has been discovered, provided that the Client can show that they were not reasonably able to discover it earlier. The Service Provider must be notified (addressed to its management board's attention) of a complaint concerning the amount of an invoice in writing within fourteen (14) days after the date of dispatch.

4. A complaint shall not have the effect of suspending the relevant Client's duty to make payment.
5. In the case of a well-founded complaint the Service Provider may elect to adjust the Remuneration that has been charged, to remedy or redo any disapproved Work or to refrain from carrying out all or part of the relevant assignment (or the rest of it) in return for a proportionate refund of any Remuneration which the Client concerned has already paid.
6. In the event that a complaint is not lodged on time, all of the relevant Client's rights pertaining to that complaint shall lapse.
7. In the unlikely event that the Service Provider and a Client fail to achieve a satisfactory solution and provided that the Client is a Consumer for the purposes of the Financial Services Complaints Board [Klachteninstituut Financiële Diensten] Kifid, the Client may present a complaint concerning a financial product or service to the Kifid in The Hague (Kifid, PO Box 93257; 2509 AG THE HAGUE; info@kifid.nl / www.kifid.nl).
8. The Service Provider has declared in writing that in general it has undertaken in advance to submit to any ruling handed down by the Kifid Dispute Resolution Board in the form of binding advice subject to a maximum amount of €100,000.00. When lodging a dispute, a Client shall therefore be required to declare in writing that they will accept a ruling of the Dispute Resolution Board in the form of binding advice. Should a Client refuse to do so, the Dispute Resolution Board will not consider the relevant dispute.
9. In the event that a complaint is not brought before the Kifid (or it is impossible to do so), the parties shall seek to resolve that complaint through mediation. Such mediation shall be governed by the provisions of the NMI Mediation Regulations and the Code of Conduct for NMI mediators of the Dutch Mediation Institute [Stichting Nederlands Mediation Instituut] in Rotterdam, the Netherlands. The parties shall appoint an NMI mediator in consultation with each other.

Article 17 - Governing law and choice of law

1. Any agreement between the Service Provider and a Client which is governed by these general terms and conditions shall be governed by and construed in accordance with the law of the Netherlands.
2. Any dispute pertaining to an agreement between the Service Provider and a Client which is governed by these general terms and conditions shall be adjudicated in accordance with the provisions of Article 18 of these general terms and conditions. Should it be impossible to adjudicate a dispute in the manner stipulated therein, the relevant dispute shall be adjudicated by a competent court of law in the place where the Service Provider has its registered office, even where the Client concerned has their registered office abroad. A dispute shall be deemed to exist as soon as any of the parties involved declares that this is the case.

This version of the general terms and conditions of VLC & Partners B.V. is a translation of the Dutch general terms and conditions of VLC & Partners B.V. In the event of any discrepancies the Dutch wording of the general terms and conditions of VLC & Partners B.V. will prevail.