

General Terms and Conditions Bloombridge B.V.

Article 1. Applicability of General Terms and Conditions

1.1 These general terms and conditions apply to any agreement between Bloombridge B.V., with registered office at (1072 KX) Amsterdam at the Vincent van Goghstraat 151, The Netherlands, registered with the Chamber of Commerce under number 83857591, hereinafter referred to as "Bloombridge", and a client, hereinafter referred to as the "Client", and to any offer by Bloombridge insofar as these Terms and Conditions have not been explicitly deviated from in writing by Bloombridge and the customer, hereinafter referred to as the "Parties". Purchase terms or other (general) conditions of a Client are not applicable. These Terms and Conditions also apply to agreed follow-up orders and additional work between the Parties where Bloombridge and/or all its affiliated companies provide products and/or services of any nature to the Client, even if these products and/or services are not described (in more detail) in these Terms and Conditions.

1.2 These Terms and Conditions apply not only to Bloombridge, but also to its administrators and all persons involved in the execution of the assignment/Agreement and to whom Bloombridge has any liability in connection in addition to that.

1.3 If one or more provisions of these General Terms and Conditions are, at any time, declared null and void or annulled in whole or in part, the remaining provisions of these General Terms and Conditions shall remain in full force and effect. The Parties will consult to agree on a new provision to replace the void or voided provision. In doing so, the purpose and meaning of the original provision will be taken into account as much as possible.

1.4 Deviations from and/or additions to these Terms and Conditions only bind Bloombridge when explicitly agreed upon in writing by Bloombridge and the Client.

1.5 Bloombridge is entitled to change these Terms and Conditions from time to time. Changes will also apply to agreements already concluded within a period of 30 days after the changes have been announced. Bloombridge will provide the Client with the latest version of the Terms and Conditions or publish it on their website: www.bloombridge.nl.

1.6 If Bloombridge, on its own initiative, deviates from these Terms and Conditions in favor of the Client, the Client can never derive any rights from this.

Article 2. Offers and Quotations

2.1 All offers and/or quotations made by Bloombridge are without obligation. Bloombridge has the right to withdraw an offer within two days of receiving an acceptance.

2.2 Offers can be based on information provided by the Client. If after an offer/quotation has been made, it appears that the information provided deviates from the prevailing circumstances, Bloombridge is entitled to adjust the relevant prices and other conditions.

2.3 Offers and/or quotes are made in writing and/or digitally, unless urgent circumstances make this impossible.

2.4 Offers and quotations cannot bind Bloombridge if the Client understands or can reasonably understand that the offer and/or quotation, or a part thereof, contains an obvious mistake, typing error, or misprint.

2.5 Offers and quotations do not automatically apply to follow-up assignments.

2.6 An order confirmed by the Client can be changed by means of a written description of the changes. Changes are only binding on Bloombridge if confirmed by Bloombridge in writing. Such changes can affect the expected completion time of the order, which is considered force majeure.

Article 3. Realisation of the Agreement

3.1 An Agreement is deemed to have been established when Bloombridge has confirmed an assignment in writing or has started with its execution.

3.2 Instructions given to Bloombridge only result in obligations to perform to the best of one's ability, not in obligations to achieve a particular result. Bloombridge will make best efforts to achieve a specific outcome for the Client but can give no guarantees.

3.3 Bloombridge is authorized to refuse orders without giving reasons.

3.4 When the Client has made a request for (insurance) services by e-mail, and the Client has not received an acknowledgement of receipt from (an employee of) Bloombridge within 48 hours after sending the request, the message from the Client is deemed not to have been received. The Client is responsible for ensuring that the message has reached (the Bloombridge employee) when the Client wishes to receive a response or exclusion from (an employee of) Bloombridge within 48 hours after sending a digital message.

3.5 Electronic or digital information provided by Bloombridge, whether on the internet or any other way, is without obligation and can never be considered advice unless explicitly stated otherwise.

Article 4. Third Parties

4.1 Bloombridge is authorized to engage third parties for the performance of the services if and in so far as Bloombridge considers this necessary in light of the nature of the assignment provided. Bloombridge will try to inform the Client as much as possible in advance. Costs associated with the use of third parties will be charged to the Client by Bloombridge. Bloombridge shall not be responsible or liable for any shortcomings of these third parties.

Article 5. Fees and Payment

5.1 The prices stated by Bloombridge in the offer made are exclusive of VAT and other government levies, and exclusive of any costs to be incurred within the framework of the Agreement. Any parking costs for Bloombridge are included in the agreed offer.

5.2 Bloombridge is required to agree with the Client on how the activities will be reimbursed when entering into an Agreement. In principle, this compensation shall be calculated based on a transaction fee in accordance with the Service Provision Document. In exceptional cases, this fee may be based on an hourly rate.

5.3 Payments by the Client shall be made within 14 days after the invoice date in the manner Bloombridge prescribes unless otherwise agreed in writing or if the invoice states otherwise. The Client is aware that failure to pay the required premiums, or failure to pay the required premiums in a timely manner, can result in the insurance and/or provisions taken out by the Client, after mediation by Bloombridge, not covering the risk to be insured.

5.4 Changes in taxes and/or levies imposed by the authorities shall always be charged to the Client. Bloombridge is entitled to increase the agreed rates in the interim when after the conclusion of the Agreement, there is an increase in the cost of materials or services required for the performance of the Agreement and/or other expenses which influence Bloombridge's cost price.

5.5 Bloombridge reserves the right to charge the Client for additional work to be done due to incorrect output by the Provider for complex and impactful products. The Client can retrieve these costs from the Provider under the Recovery Costs Regulation of the Dutch Association of Insurers.

5.6 If Bloombridge believes the Client's creditworthiness justifies such action, Bloombridge is entitled to suspend the provision of its services until the Client has provided sufficient security for their payment obligations.

5.7 If an invoice is not paid or not paid in time by the Client, Bloombridge can suspend or dissolve its services by written notice, understanding that the Client will be informed in advance.

5.8 If the Client fails to make payment within the applicable payment term, the Client shall first receive a written notice of default, whereby an additional period of 14 days from the day of receipt of this notice of default is offered to fulfil the payment obligation before the Client is in default.

5.9 When no payment follows the written notice referred to in the previous paragraph, the Client is in default, and Bloombridge is entitled to charge statutory interest from the due date until the date of total payment. Bloombridge is also entitled to charge extrajudicial collection costs. The extrajudicial collection costs over the principal amount are calculated according to the Decree on Extrajudicial Collection Costs.

- 15% over the first € 2,500, with a minimum of € 40
- 10% over the next € 2,500
- 5% over the next € 5,000
- 1% over the next € 190,000.00
- 0.5% on the remainder, with a maximum of € 6,775

Article 6. Inability to pay

6.1 Bloombridge will be entitled to terminate the Agreement in writing without further notice of default and without judicial intervention if the Client:

- is declared bankrupt or files for bankruptcy;
- applies for (temporary) suspension of payments;
- is the subject of an attachment order;
- is placed under guardianship or administration;
- otherwise loses the power of disposition or legal capacity concerning (part of) its assets.

Article 7. Cooperation of the Client

7.1 The Client shall always, on request and unsolicited, provide Bloombridge with all relevant information necessary for the proper performance of the assignment given. This should include a situation in which there are such changes in the family composition, income, assets, etc. of the Client that Bloombridge should adapt its advice or that financial products already concluded may no longer be adequate.

7.2 If the information required for the execution of the agreed service or assignment is not made available to Bloombridge by the Client, is not made available on time or in accordance with the arrangements made, or if the Client has not otherwise complied with his (information) obligations, Bloombridge is entitled to suspend the execution of the Agreement.

7.3 The responsibility for the accuracy and completeness of the information provided by the Client to Bloombridge lies with the Client.

7.4 When in retrospect it appears that the Client has provided incorrect or incomplete information based on which Bloombridge has executed the instruction, the Provider may be entitled to terminate the insurance or the credit (with immediate effect) under its (general) Policy Conditions or to decide not to reimburse damages. Bloombridge shall never be liable for any compensation for damages resulting from this.

Article 8. Execution, Duration, and Termination of the Agreement

8.1 Bloombridge is entitled to replace the third parties involved in the execution of the Agreement.

8.2 The Agreement shall end upon completing the assignment given to Bloombridge through the Agreement.

8.3 If the Client terminates the Agreement prematurely, the Client shall be required to pay Bloombridge the (cancellation) costs resulting from Bloombridge's obligations with third parties. In addition, the agreed compensation pro-rata to the services or activities performed by Bloombridge up to that time.

8.4 In the event of premature termination, the Client does not acquire any (usage) rights to the works and materials produced by Bloombridge.

Article 9. Suspension and Dissolution

9.1 Bloombridge is entitled to suspend the performance of its obligations, until all due and payable claims against the Client have been paid in full, in the event (1) the Client fails to perform or fails to perform in full its obligations under the Agreement, or (2) if Bloombridge becomes aware of circumstances giving a good reason to fear that the Client will not be able to perform or properly perform its obligations or (3) if the Client was asked to provide security for the fulfilment of its obligations under the Agreement and this security is not provided.

9.2 Bloombridge is also authorized to dissolve the Agreement or have it dissolved in the situations mentioned in the first paragraph of this article, or if other circumstances arise of such a nature that performance of the Agreement is impossible or can no longer be required according to standards of reasonableness and fairness.

9.3 Dissolution shall occur through a written notification and without judicial intervention.

9.4 If the Agreement is dissolved, Bloombridge's claims against the Client become immediately due and payable.

9.5 Bloombridge reserves the right to claim damages and is not liable for any damages or costs incurred by the Client or third parties.

Article 10. Liability

10.1 Any liability of Bloombridge, contractual and non-contractual, its directors and employees, in respect of quotations, advice and/or offers, whether or not in draft form, as well as the execution of an Agreement, shall be limited to the amount paid out under Bloombridge's professional liability insurance in the case in question, increased by the amount of the deductible under that insurance policy.

10.2 In the event that Bloombridge's professional liability insurance as referred to in Article 10.1 does not provide coverage in a specific case, the liability, contractual and non-contractual, of Bloombridge, its directors, employees, and persons engaged by Bloombridge in the performance of an assignment shall be limited to a maximum of the total amount of the fee charged to the Client for the Assignment that caused the damage, or the premium charged by the insurer, with a maximum of € 5,000.

10.3. Bloombridge is only liable for direct damages. Direct damage is understood to mean only

- The reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage in the sense of these Terms and Conditions;
- any reasonable costs incurred to have the deficient performance of Bloombridge conform to the Agreement, insofar as they can be attributed to Bloombridge
- reasonable costs incurred to prevent or limit the damage, in so far as the Client demonstrates that these costs resulted in mitigation of direct damage as referred to in this article.

10.4 Bloombridge shall never be liable for indirect damages, including but not limited to consequential damages, lost savings, or mutilated or lost data or materials.

10.5 Third parties cannot derive any rights from the contents or results of the activities and/or services performed for the Client. The execution of the agreed activities is done solely on behalf of the Client.

10.6 Any liability of Bloombridge is excluded for damages of any kind whatsoever resulting from the circumstance that a finance reservation agreed by the customer with its counterparty has expired.

10.7 Bloombridge can never be held liable for damages of any kind resulting from errors in the software or other computer software used by Bloombridge, unless Bloombridge can recover these damages from the supplier of the software or computer software.

10.8 Bloombridge shall never be liable for damages of any nature whatsoever resulting directly or indirectly from a (disappointing) increase in value of financial products and/or (disappointing) performance and/or return of financial products. Bloombridge shall also not be liable for the damage suffered due to errors or inaccuracies in predictions of third parties, including any Provider, regarding the expected result and/or return.

10.9 Bloombridge shall never be liable for damages of any kind due to the Client, despite repeated reminders, failing to pay the premiums charged by Bloombridge for insurance and/or other agreements taken out by Bloombridge after mediation.

10.10 Bloombridge shall never be liable for damages resulting from third parties engaged by Bloombridge, as stated in article 4.

10.11 Bloombridge shall never be liable for damage of any kind caused by the Provider's failure to ensure or delay in providing that the documents required for the mortgage deed are ready and/or the funds are not deposited with the Notary on time.

10.12 Bloombridge shall never be liable for damages of any kind resulting from the fact that (e-mail) messages sent by the customer to Bloombridge did not reach Bloombridge.

10.13 The provisions of this article are without prejudice to Bloombridge's liability for damage caused by the intent or recklessness of its employees.

10.14 The Client shall indemnify Bloombridge and keep Bloombridge indemnified against all claims by third parties, including but not limited to costs of assistance or compulsory legal representation, due to or as a result of damages suffered as a result of the performance of the Agreement.

Article 11. Transfer of risk

11.1 The risk of loss of or damage to goods delivered to the Client within the framework of the Agreement shall pass to the Client at the time at which they are legally and/or actually delivered to the Client and thereby come under the control of the Client or a third party designated by the Client.

Article 12. Force Majeure

12.1 In cases of force majeure, Bloombridge is not obliged to perform any obligation if this is not reasonably possible for Bloombridge due to changes in the circumstances existing at the time of the conclusion of the obligations through no fault of Bloombridge.

12.2 Force Majeure is defined in these Terms and Conditions as: a circumstance through no fault of Bloombridge's, nor by virtue of law, legal act, or generally accepted practice, for Bloombridge's account. In addition to this interpretation of force majeure under the law and jurisprudence, force majeure also includes: all external causes, foreseen or unforeseen, which Bloombridge cannot influence, or as a result of which Bloombridge is unable to perform its obligations. Force majeure includes, but is not limited to, fire, strikes, riots and war, illness, as well as in the event of an attributable failure by or with third parties as referred to in Article 4.

12.3 If the force majeure arises at the time that the obligations of Bloombridge have been partially performed or will be able to be performed, Bloombridge is entitled to invoice the part already fulfilled or to be completed. The Client is obliged to pay this as if it were a separate Agreement.

12.4 As of the moment the force majeure situation has lasted for at least 30 days, both parties may (partially) dissolve the Agreement in writing.

12.5 Bloombridge shall not be liable for any compensation in the event of force majeure, even if it benefits from any advantage as a result of the force majeure situation.

Article 13. Intellectual Property

13.1 Bloombridge reserves all intellectual and industrial property rights to materials and data, including but not limited to rights to computer programs, system designs, procedures, advice, (model) contracts, strategies, texts (including press releases), reports, photos, and visual material and (electronic) files (the "Rights") which it uses or has used in the execution of the Agreement.

13.2 The Client is explicitly prohibited from reproducing, publishing, exploiting, or otherwise making the Rights available to third parties unless this has been expressly agreed, or if the Rights are made available to a third party to obtain an expert opinion regarding the activities of Bloombridge and the same restrictions bind that third party as the Client according to the first paragraph.

13.3 The Client guarantees that the information or data provided by him within the context of the Agreement is free from the intellectual property rights of third parties. The Client indemnifies Bloombridge against all claims of third parties based on violation of intellectual property rights.

13.4 After completing the Assignment, neither the customer nor Bloombridge have any obligation to retain the information and data used, except for the legal obligation to retain.

13.5 In the event of an infringement of the provisions of this article, the Client shall be obliged to compensate Bloombridge and third parties for all damages incurred.

Article 14. Secrecy and Protection of Personal Data

14.1 Bloombridge and the Client mutually commit to strict confidentiality of all information they learn under the Assignment made with each other and of which they should reasonably know that the information is confidential or secret.

14.2 If the Client objects to including his personal data in any Bloombridge mailing list etc., Bloombridge shall remove the data from the Bloombridge database upon the first written request of the customer. Additional information on the processing and handling of personal data by Bloombridge can be found in Bloombridge's privacy policy on the website www.bloombridge.nl.

14.3 Bloombridge shall not use the personal information provided by the Client for or disclose it to any third party for any purpose other than to perform the Agreement or order, except when Bloombridge is required by law or public order in the course of its business to disclose the information to a designated authority (such as the Dutch Central Bank or the Financial Markets Authority).

Article 15. Complaints

15.1 Bloombridge is a member of the Financial Services Complaints Institute (Kifid). All disputes between Bloombridge and the Client resulting from proposals, offers and/or quotations provided by the latter as well as Agreements concluded between Bloombridge and the Client to which these General Terms and Conditions have been declared applicable can, at the request of the Client, be submitted to the Financial Services Disputes Committee of Kifid for binding advice or be submitted to the competent Dutch civil court.

15.2 Bloombridge complies in advance with a binding advice to be given by the Financial Services Disputes Committee, as far as the importance of the submitted dispute does not exceed an amount of € 15,000 (in words, fifteen thousand Euros).

15.3 In the event of a financial dispute exceeding the amount referred to in paragraph 2, Bloombridge is entitled to waive the procedure with Kifid.

Article 16. Applicable Law and Dispute Resolution

16.1 Any proposal, offer and/or quotation made by Bloombridge to the Client, as well as any Agreement entered into between Bloombridge and the Client, shall be governed exclusively by Dutch law.

16.2 All disputes between the Parties shall exclusively be submitted to the competent court in the Netherlands, except for the possibility for the Client to submit the dispute to the Financial Services Disputes Committee (Geschillencommissie Financiële Dienstverlening) as stated in the previous article 15.

Article 17. Final provisions

17.1 All rights of action and other powers of the Client for whatever reason vis-à-vis Bloombridge in connection with activities performed by Bloombridge shall, in any case, expire five years after the moment the Client became aware or could reasonably have become aware of the existence of these rights and powers.

17.2 Deviations from and/or additions to these General Terms and Conditions are only valid if and insofar as Bloombridge and the Client have agreed upon them in writing.