



GENERAL TERMS AND CONDITIONS: ANCHOR INSURANCE ROTTERDAM

Clause 1: Definitions

- 1.1 *Financial Services Supplier:*
Anchor Insurance Rotterdam B.V. with registered offices in Rotterdam at K.P. van der Mandelelaan 130, 3062 MB, referred to hereinafter as "Anchor".
- 1.2 *Client:*
The natural person or legal entity to whom/which Anchor has extended any proposal, made an offer or with whom/which Anchor has concluded an agreement.
- 1.3 *Mandate:*
The Mandate issued to Anchor by the Client to provide advice or to mediate as well as to execute an agreed Services Agreement between the Client and Anchor.
- 1.4 *Services Agreement*
The mandate for the provision of services as agreed between the Client and Anchor to execute the agreements for a specified period.
- 1.5 *Financial Product:*
The insurance policy or other products so designated within the meaning of Section 1:1 of the Financial Supervision Act (WFT) on which Anchor provides advice, over which Anchor mediates, and/or which Anchor manages on the basis of an agreement.
- 1.6 *Supplier:*
The Supplier of a financial product.

Clause 2: Mandate

- 2.1 An agreement between the Client and Anchor is deemed to have been reached at such time as a mandate has been accepted by Anchor in writing or by digital means, or where its execution has commenced. Anchor is authorised to refuse Mandates that it has been given without stating grounds, even after Anchor has sent an offer to the Client for the purpose of performing work.
- 2.2 All of the Mandates given to Anchor are effected solely with Anchor and shall be performed by Anchor, including if it is the Client's intention that the Mandate be performed by a particular person in the employment of Anchor.
- 2.3 Mandates given to Anchor shall result exclusively in obligations on the part of Anchor to perform to the best of its abilities, and shall not result in performance obligations, unless otherwise indicated based on the nature of the issued Mandate or based on the terms agreed between the parties.
- 2.4 Unless otherwise agreed in writing or by digital means, periods of time submitted by Anchor within which Anchor is to perform the issued Mandate are never to be considered deadlines.



- 2.5 These general terms and conditions are also stipulated on behalf of the directors and/or partners of Anchor and all persons employed by them. They shall continue to apply if the aforementioned directors/partners and/or other persons employed by them should cease to be employed by Anchor any longer.
- 2.6 Any purchase or other conditions to which the Client refers on the acceptance of an offer or proposal or on the conclusion of an agreement shall not apply, unless Anchor has accepted such conditions without reservation and has done so in writing or by digital means.

Clause 3: Offers and proposals on the part of the Supplier and advice on the part of Anchor

- 3.1 Unless indicated expressly otherwise therein, offers or proposals presented by Anchor to the Client on behalf of a Supplier shall be without prejudice and subject to acceptance by the Supplier concerned.
- 3.2 Advice furnished to the Client by Anchor are indications of knowledge at a given moment in time and based on simplified assumptions concerning the legislation and regulations in force at that time.

Clause 4: Communication

- 4.1 In the event that the Client has sent any digital message to Anchor, the Client may be confident of Anchor's receipt of such a message only if the Client has received confirmation of its receipt, not including an automatic confirmation of receipt.
- 4.2 General information furnished by Anchor, whether via the internet or at the request of the Client, is subject to confirmation and is never to be considered as advice provided by Anchor within the context of a Mandate given to Anchor, except insofar as the opposite is indicated in a communication on the part of Anchor or unless it concerns advice concerning the Client's specific situation.
- 4.3 Up until such time as the Client has notified Anchor of a change of address, Anchor may be confident that the Client can be reached at the address submitted by the Client at the time of the commencement of the Mandate, including under this the Client's email address.

Clause 5: Engagement of third parties

- 5.1 If necessary, Anchor is permitted to make use of third parties when executing the issued Mandate. The costs incurred through the engagement of such third parties shall be passed on to the Client.
- 5.2 Insofar as Anchor must make use of advice compiled by external consultants when executing the issued Mandate, including under this advice from accountants, lawyers, tax consultants, etc., Anchor shall enter into advance consultation with the Client whenever possible and shall take all due care in its choice of the third party/parties concerned. Anchor is not liable for any (attributable) shortcomings of such external consultants.
- 5.3 In the same manner as with regard to its own employees, Anchor is responsible for the third parties that it engages when executing the issued Mandate, where such third parties cannot be designated as external consultants within the meaning of Clause 5.2, such as agency workers, external administration offices, etc.



Clause 6: Fee and payment

- 6.1 The payments due to Anchor for the provision of its services may be included in the sums charged to the Client by the Supplier or an hourly rate or fixed fee or a combination thereof or may be agreed between Anchor and the Supplier.
- 6.2 Changes to statutory taxes and/or levies shall be passed on to the Client at all times. Anchor is entitled to enforce an interim increase of agreed rates when, following acceptance of the Mandate, increases occur in respect of the cost of materials or services necessary for the execution of the Mandate and/or in respect of other costs that affect Anchor's cost price.
- 6.3 In the event that Anchor works on a reimbursement basis, an advance can be charged which the Client must pay before Anchor commences to execute the Mandate.
- 6.4 The Client must pay Anchor's invoices with fifteen (15) days of the invoice date in the manner prescribed by Anchor, unless otherwise agreed in writing or otherwise stated on the invoice.
- 6.5 If the Client fails to make payment on time for the premiums relating to the insurance policies that the Client has taken out, the Supplier may suspend the cover under the terms of the policy and may refuse to compensate for loss in the event that any loss occurs.
- 6.6 Settlement by the Client of sums charged by Anchor for Anchor's services by means of a counterclaim brought by the Client, or a suspension of payments by the Client in connection with a counterclaim brought by the Client, is permitted only insofar as the counterclaim has been expressly acknowledged by Anchor without reservation or insofar as it has been irrevocably established at law.
- 6.7 If the Client fails to pay the sums charged by Anchor within the agreed period, the Client shall be liable to pay statutory interest on the outstanding amount without the necessity for prior notice of default. If the Client fails to pay Anchor the outstanding amount even after notice of default, Anchor may outsource collection of its claim to a collection agency, in which case the Client shall be also be obliged to pay compensation for the extrajudicial collection fees.
- 6.8 At all times, payments made by the Client shall serve first to cover settlement of all due and payable interest and costs, and subsequently shall serve to cover settlement of such due and payable invoices that have been outstanding the longest, even in cases where the Client specifies that payment relates to a subsequent invoice.
- 6.9 In the event the creditworthiness of the Client should give Anchor justification, Anchor is authorised to suspend the provision of services until the Client has furnished sufficient guarantees for the Client's payment obligations.



Clause 7: Information on the part of the Client

- 7.1 At all times, whether so requested or otherwise, the Client shall furnish Anchor with all the relevant information that Anchor requires for the proper execution of the issued Mandate.
- 7.2 Anchor can only fulfil its duty of care if the Client complies strictly with the provisions in Clause 1.
- 7.3 If, with regard to the execution of the agreed Mandate, the necessary information has not been placed at Anchor's disposal, has not been provided promptly or has not been provided as per agreed arrangements, or if the Client has failed to comply in some other way with the Client's (information) obligations, Anchor is entitled to proceed with suspension of the Mandate.
- 7.4 The Client shall take full personal responsibility for the accuracy and completeness of all of the information that the Client furnishes to Anchor. If a failure to supply information promptly, accurately or completely should result in more time having to be spent by Anchor or in additional costs being incurred by Anchor on the execution of the Mandate, Anchor will charge the Client the fee for the additional time involved and/or for the additional costs incurred.
- 7.5 If it should prove subsequently that Anchor has executed the Mandate on the basis of inaccurate or incomplete information provided by the Client, the Supplier may be entitled pursuant to its (general) policy conditions to terminate the insurance policy (with immediate effect) , or may be entitled to decide not to pay compensation for any loss incurred.
- 7.6 At all times the Client has a duty to check the policy for accuracy and to report any comments to Anchor immediately.

Clause 8: Liability on the part of Anchor

- 8.1 Any liability on the part of Anchor, as well as on the part of its directors, its employees and the persons engaged by Anchor for the execution of the Mandate, is limited to the sum that in the case concerned is paid out under Anchor's professional liability insurance policy, including the uninsured risk to be borne by Anchor and in all cases shall not exceed a maximum sum of EUR 2,500,000. Further information concerning the professional liability insurance policy shall be supplied to interested parties on request.
- 8.2 In the event that Anchor's professional liability insurance policy referred to in Clause 8.1 does not provide any cover in a specific instance, Anchor's liability, as well as that of its directors, its employees and the persons engaged by Anchor for the execution of the Mandate, is limited to no more than the total fee charged to the Client in respect of the Mandate that relates to the loss that has arisen. If Anchor has not charged any fee for its services to the Client, liability on the part of Anchor and its dependents is limited to the last-earned annual fee or commission for the financial product.
- 8.3 Execution of the issued Mandate shall be performed exclusively for the purposes of the Client. Third parties cannot derive any rights from the content of the work performed for the Client.
- 8.4 Anchor shall never be liable for any loss whatsoever resulting from circumstances in which the Client has not paid or has not paid on time the premiums charged to the Client for a financial product taken out or purchased by the Client following Anchor's mediation.



- 8.5 Anchor shall never be liable for any loss whatsoever resulting from a financial restriction agreed by the Client with other parties.
- 8.6 The provisions in this clause are without prejudice to Anchor's liability for loss caused by intent or deliberate recklessness on the part of Anchor's employees.
- 8.7 The Client shall be entitled to dissolve any agreement with Anchor only if Anchor irrefutably fails to fulfil its obligations to the Client, after proper notice of default. Notwithstanding the above, payment obligations that have arisen prior to the date of dissolution, and/or that relate to services already delivered, must be fulfilled by the Client.

Clause 9: Force majeure

- 9.1 Anchor is not obliged to fulfil any obligation if this should prove impossible for Anchor in all reasonableness as a result of changes that have arisen outside the control of Anchor.
- 9.2 Under all circumstances, shortcomings in respect of Anchor's fulfilment of an obligation shall not be attributable to Anchor and shall not be at Anchor's risk under any circumstance when caused by negligence and/or shortcomings among engaged third parties and/or in the event of fire, strikes or lockouts, riots or civil unrest, war, government measures and other circumstances of a nature such that fulfilment on the part of Anchor can no longer be demanded.

Clause 10: Personal data protection

- 10.1 Personal data furnished by the Client to Anchor shall not be used by Anchor or furnished to third parties for purposes other than for facilitating the execution of the Mandate issued to Anchor or for communications that are to be sent by Anchor to the Client, except insofar as, pursuant to law or public order, within the context of the exercise of Anchor's business operations, Anchor is obliged to furnish the data concerned to a body designated for that purpose.
- 10.2 If the Client has objections to the inclusion of the Client's personal data in any of Anchor's mailing lists, Anchor shall delete the data concerned from the file concerned at the Client's first written request.

Clause 11: Complaints Institute

- 11.1 Anchor is affiliated to the Complaints Institute for Financial Services (KiFiD), registered under number 300.013251. The Client can seek a binding third-party ruling on a dispute arising from proposals, offers and agreements to which the present terms and conditions apply by bringing such a dispute before either the Financial Services Consumer Complaints Board (Geschillencommissie Financiële Dienstverlening) or before the civil court.

Clause 12: Lapse of rights

- 12.1 Complaints in relation to work performed by Anchor, or in relation to the size of the sums charged by Anchor, must be submitted to Anchor, under penalty of lapse of rights, in writing and within sixty (60) days of the Client's receipt of the documents, information or invoice to which the Client's complaint relates, or within sixty (60) days of the time when the Client could reasonably have taken cognizance of shortcoming in Anchor's performance as noted by the Client. The submission of a complaint shall never result in the suspension of the Client's payment obligations.



- 12.2 Under all circumstances, all rights of action and other of the Client's powers, whatever their nature, in connection with work performed by Anchor shall lapse five (5) years after the time at which the Client became aware of or could reasonably have become aware of the existence of such rights and powers.

Clause 13: Miscellaneous

- 13.1 Dutch law shall apply to all of the offers and proposals issued by Anchor, as well as to the Mandates accepted by Anchor.
- 13.2 In the event that the content of the arrangements made in writing between Anchor and the Client differs from whatever has been provided in these general terms and conditions, preference shall be given to the arrangements made in writing.
- 13.3 If the parties have made arrangements that differ from these general terms and conditions according to any written document, preference shall be given to these other arrangements. Changes and amendments to these general terms and conditions shall be binding on Anchor only insofar as these have been expressly agreed in writing between Anchor and the Client.
- 13.4 If any provision in these general terms and conditions proves to be null and void, only the provision concerned shall be excluded from application, while all other provisions shall continue to apply in full.
- 13.5 Anchor is entitled to amend the content of these general terms and conditions unilaterally and in the interim. In the event that Anchor proceeds with an interim amendment, Anchor shall notify the Client about this subject to the simultaneous forwarding to the Client of the adjusted general terms and conditions. The Client is entitled to raise an objection against the applicability of the adjusted terms and conditions within thirty (30) days of the date on which the Client was notified about the amendments concerned. In such an instance, the parties shall enter into consultation concerning the content of the relevant general terms and conditions. If the Client raises no objection against the amended content of the general terms and conditions, this amended content shall govern the arrangements made between the parties with effect from the date stipulated by Anchor.
- 13.6 This is a translation of a Dutch Document into English. In case of discrepancies between the English and Dutch version of these terms the interpretation of the Dutch version shall prevail.

Rotterdam, 1 July 2018