

## **Terms and conditions**

### **GENERAL CONDITIONS OF INSURANCE BROKERS**

These general conditions are applied by Pro Finance BV, having its registered office in Amsterdam at Middenweg 336, 1097 TZ hereafter called: "Pro Finance", and are partly stipulated on behalf of the directors of Pro Finance and all persons working for it. The applicability thereof will continue to exist if the aforementioned directors and/or persons no longer work for Pro Finance.

Pro Finance other party is the person to whom Pro Finance has made an offer or quote or with whom it has entered into an agreement. This can be both a legal entity and a natural person and this other party will hereafter be referred to as the "customer".

#### **Article 1: Applicability**

1.1. These general conditions apply to all quotes and offers made by Pro Finance and acceptances thereof and/or agreements made by Pro Finance whereby Pro Finance undertakes to provide services or execute an assignment. Any purchase conditions or other conditions to which the customer refers when accepting a quote or offer or making an agreement do not apply, unless Pro Finance has accepted them without reservation and in writing.

1.2. Deviations from and/or additions to these general conditions only bind Pro Finance insofar as they are explicitly agreed in writing between Pro Finance and the customer.

1.3. If any provision of these general conditions turns out to be void, only the relevant provision will be excluded from application, all other conditions will continue to apply in full.

#### **Article 2: Quotes, agreement, assignment, etc.**

2.1. Offers and rates of Pro Finance are without commitment, unless explicitly otherwise indicated therein.

2.2. Assignments given to Pro Finance only lead to an obligation of best endeavours on the part of Pro Finance, not an obligation to produce results.

2.3. An agreement is deemed to be made at the time that Pro Finance has accepted an assignment in writing, or has started the execution thereof. Pro Finance is entitled to refuse assignments given to it without having to give any reasons.

2.4. In the event the customer has made an (insurance) application by e-mail and the customer has not received confirmation of receipt from (an employee of) Pro Finance within 24 hours after sending said message, the customer's message will be deemed as not having been received. If the customer wishes to receive a reaction or decision from (an employee of) Pro Finance within 24 hours after sending an e-mail, the customer must ascertain for himself that the message has reached (the employee of) Pro Finance.

2.5. Digital information which Pro Finance has given to the customer, regardless of whether the information is on the internet and regardless of whether the information was furnished on the customer's request, is without commitment and will never be deemed advice which Pro Finance has given in the framework of an assignment given to it, except insofar as the contrary appears from a notice from Pro Finance.

#### **Article 3: Engaging third parties**

3.1 Pro Finance is permitted to make use of third parties if necessary in the execution of the assignment given to it. When engaging third parties Pro Finance will have prior consultation with the customer as much as possible and will take due care in the selection of third parties. Pro Finance is not liable for shortcomings of these third parties.

#### **Article 4: Fee and payment**

4.1 When making the agreement the parties will agree in what manner Pro Finance fee will be paid. The fee can be included in the amounts to be charged to the customer (whether or not on behalf of an insurer) or an hourly rate can be agreed.

4.2 Changes in taxes and/or levies imposed by a public authority will always be passed on to the customer. Pro Finance is entitled to increase agreed rates in the interim if after making the agreement increases occur in the costs of materials or services which are necessary for the performance of the agreement and/or of other costs which affect Pro Finance cost price.

4.3 The customer must make payments within 14 days after the invoice date in the manner prescribed by Pro Finance, unless otherwise agreed in writing or the invoice states otherwise. The customer is aware that failure to pay the premiums charged to him or failure to pay the premiums in time can entail that the insurance and/or facilities taken out by him, after brokerage of Pro Finance, do not provide cover for the insured risk.

4.4 Set-off by the customer of the premiums and amounts invoiced by Pro Finance against a counterclaim presented by the customer, or suspension of payment by the customer in connection with a counterclaim presented by the customer, is only permitted insofar as Pro Finance has explicitly acknowledged the counterclaim without reservation or it has been irrevocably judicially established.

4.5 If the customer does not pay the premium and/or amounts owing within the agreed term, the customer will, without the need for any notice of default, owe the statutory interest over the outstanding amount. If after notice of default has been given the customer continues to default on the payment of the outstanding amount to Pro Finance, the claim can be passed on to a third party, in which case the customer will, in addition to the total amount owing, also be bound to pay the extrajudicial collection costs, the amount of which is fixed at two points of the liquidation rate applied by the district court.

4.6 Payments made by the customer will always first be applied to all interest and costs owing and then to the due invoices which have been outstanding the longest, even if the customer states that the payment relates to a later invoice.

4.7 If in Pro Finance opinion the customer's creditworthiness gives rise to such, Pro Finance has the right to suspend the provision of its services, until the customer has given adequate security for his payment obligations.

#### **Article 5: Time periods**

5.1 Unless otherwise agreed in writing, time is never to be deemed of the essence with regard to time periods specified by Pro Finance within which he will execute the assignment.

#### **Article 6: Cooperation by the customer**

6.1. The customer will always, upon request and of its own volition, without being asked, furnish all relevant information to Pro Finance which it requires for a proper performance of the assignment given to it. If the

customer does not furnish information which is necessary for the performance of the agreed service or assignment to Pro Finance, does not furnish such in time or in accordance with the agreements, or if the customer has not performed his obligations (to furnish information) in some other way, Pro Finance is entitled to suspend the performance of the agreement.

6.2. The customer is himself fully responsible for the accuracy and completeness of all information that he has furnished to Pro Finance.

#### **Article 7: Liability of Pro Finance**

7.1 All liability, contractual and extra-contractual, of Pro Finance and of its directors, its employees and the persons whom Pro Finance has engaged in the execution of the assignment is limited to the amount which in the case in question is paid out under Pro Finance professional liability insurance, increased by the applicable excess. On request an interested party will be furnished with additional information regarding the professional liability insurance.

7.2 In the event Pro Finance professional liability insurance as referred to in Article 7.1 does not provide cover in a specific case, Pro Finance liability, contractual and extra-contractual, and the liability of its directors, its employees and the persons whom Pro Finance engaged in the execution of the assignment, is limited to a maximum of the total of the fee charged to the customer or the premium charged by the insurer for the assignment to which the damage is related.

7.3 The execution of the assignment will only be effected on behalf of the customer. Third parties cannot derive any rights from the contents of the activities carried out on behalf of the customer.

7.4 Pro Finance is never liable for damage which is suffered by the customer or third parties as a result of incorrect, incomplete or late information being furnished by the customer.

7.5 Pro Finance is never liable for any damage whatsoever ensuing from errors in software or other computer programmes used by Pro Finance, unless Pro Finance can recover damage from the supplier of the relevant software or computer programmes.

7.6 Pro Finance is never liable for any damage whatsoever ensuing from the circumstance that (e-mail) messages which the customer has sent to Pro Finance have not reached Pro Finance.

7.7 Pro Finance is never liable for any damage whatsoever ensuing from the circumstance that the customer has not paid the premiums charged to him for insurance policies or facilities taken out by him after brokerage by Pro Finance, or has not paid such in time, despite receiving proper demand from Pro Finance.

7.8 The provisions of this article are without prejudice to Pro Finance liability for damage caused by the intent or recklessness of its subordinates.

7.9 The customer is only entitled to dissolve any agreement with Pro Finance if Pro Finance, even after having been given proper notice of default, continues to fail to perform its obligations to the customer. Payment obligations which have arisen before the time of dissolution and/or which relate to services already delivered, must be performed by the customer in full.

#### **Article 8: Force majeure**

8.1. Pro Finance is not bound to perform any obligation if this is not reasonably possible for Pro Finance as a result of changes beyond Pro Finance control in the circumstances as these existed at the time of entering into the obligations.

8.2. A shortfall in the performance of an obligation of Pro Finance is in any event not default and is not at his risk in the event of default and/or shortcoming by or at its suppliers, subcontractors and/or other third parties it has engaged, in the event of fire, work strike or lock-out, riots, war, government measures, including export, import or through-put prohibitions, freezing and all other circumstances which are of such nature that Pro Finance cannot be required to be bound thereby.

#### **Article 9: Confidentiality and protection of personal data**

9.1 The parties are subject to a duty of confidentiality vis-à-vis each other in respect of all information which came to their knowledge under the heading of the agreement made with the other party and with regard to which it should be reasonably clear that the information is confidential or secret.

9.2 Pro Finance will not use personal details which the customer has given to Pro Finance on behalf of third parties or which has been given to third parties for other purposes than for the execution of the assignment given to it or mailings and the like which it is to send to the customer, except insofar as Pro Finance is obliged on the basis of the law or public order in the framework of the performance of its business to furnish the relevant details to an institution designated in this respect.

9.3 If the customer objects to the inclusion of his personal details in any mailing list and the like of Pro Finance, Pro Finance will remove the relevant details from the relevant database on the customer's first written request.

#### **Article 10: Applicable law and disputes**

10.1 All quotes, offers and agreements of Pro Finance are governed by Dutch law.

10.2 Pro Finance is affiliated with the Financial Services Complaints Institute (KIFID) under number 300.002383. Any dispute ensuing from quotes, offers and agreements to which these conditions apply, can at the customer's election either be presented to the Financial Services Dispute Commission for a binding advisory opinion, or to the civil court. Pro Finance agrees in advance to comply with a binding advisory opinion given by the Financial Services Dispute Commission, insofar as the interest of the dispute which has been presented does not exceed an amount of € 25,000 (in words and in writing twenty-five thousand euros). If the dispute in question does exceed the aforementioned monetary interest, Pro Finance has the option of not cooperating with a binding advisory opinion.

#### **Article 11: Loss of right**

11.1 All rights of claim and other powers of the customer under whatever heading vis-à-vis Pro Finance in connection with activities carried out by Pro Finance will in any event lapse five years after the time when the customer was aware or could reasonably have been aware of the existence of these rights and powers.