

**General conditions of &Gommer Pensions Group B.V. in Tilburg, filed with the Chamber of Commerce on February 12, 2020.**

Article 1 Definitions

In these general terms and conditions, the following definitions apply:

- a. Client: the natural person or legal entity that has instructed &Gommer Pensions Group B.V. to carry out work or provide services.
- b. Work: all work that has been commissioned or that is or should be carried out by &Gommer Pensions Group B.V. for other reasons directly related to the assignment.
- c. Services: all services that have been commissioned or that are or should be delivered by &Gommer Pensions Group B.V. for other reasons directly related to the order.

Article 2 Applicability of general terms and conditions

These conditions apply to all work that &Gommer Pensions Group B.V. carries out on behalf of, services that &Gommer Pensions Group B.V. provides on behalf of and to all agreements that &Gommer Pensions Group B.V. concludes with clients, as well as any changes thereto. Any conditions and/or terms of the other party do not apply, unless expressly agreed otherwise in writing.

Article 3 Assignments

An assignment can be given verbally or in writing. In the case of a verbal assignment, proof of the assignment is the client's knowledge of the commencement of the work by &Gommer Pensions Group B.V., without the client having immediately protested in writing.

Article 4 Duration

The duration of an assignment is deemed to be for an indefinite period, unless expressly agreed otherwise in writing, or unless it follows from the nature of the assignment that it has been granted for a specific period or a specific project. An assignment is also not limited strictly to the activities or services mentioned when granting the assignment, but also includes all activities whose performance reasonably fits within the context of the assignment.

Article 5 Execution

Work to be performed or services to be provided on assignment will be based on the written or verbal information provided by the client at the time of signing the assignment or giving the assignment, as well as on the applicable literature and/or case law

applicable at that time. The advice to be provided by &Gommer Pensions Group B.V. may consist of the following components:

- A. Advice on pensions/pension schemes, the aim of which, among other things, is the care of employees and former employees in the event of disability and old age and the care of their spouses/partners and their children and/or foster children.
- B. Advice regarding old-age provisions, other than pensions, such as annuities, etc., in the broadest sense of the word.
- C. Advice on and implementation of actuarial calculations, also related to the matters mentioned in parts A and B of this article.
- D. Advice regarding insurance technical aspects, in order to test policy conditions and adjust them, if necessary; advice regarding cost monitoring of current schemes.
- E. Drawing up agreements associated with the advisory process as described in A to D; for example, drawing up the minutes of the shareholders' meeting in which, among other things, decisions are made regarding pension provisions.
- F. Advising on employee benefits and the resulting activities.
- G. Providing accompanying activities, which arise from or are related to the activities mentioned above under A to F, all in the broadest sense of the word, for which an assignment has been given by the client to &Gommer Pensions Group B.V.

&Gommer Pensions Group B.V. will carry out the assignment with care and will provide the client with written advice. The period indicated by &Gommer Pensions Group B.V. for issuing its advice will always be indicative, so that if this period is exceeded, the client cannot derive the right to terminate the agreement nor the right to claim compensation, unless expressly agreed otherwise in writing.

If it is necessary for the execution of the assignment that the client cooperates, he will always provide all necessary data or information in writing as requested by &Gommer Pensions Group B.V. If the client wishes to adjust or change the assignment, &Gommer Pensions Group B.V. will further inform the client of the consequences of this desired adjustment, regarding the compensation to be paid or the expected declaration.

&Gommer Pensions Group B.V. is entitled, if it considers this necessary or desirable for the correct execution of the agreement or assignment, to engage third parties and to pass on the costs to the client, unless this is expressly excluded in writing when the

assignment is granted. &Gommer Pensions Group will inform the client in advance about the involvement of third parties.

#### Article 6 Liability

&Gommer Pensions Group B.V. is not liable for damage of any kind, either directly or indirectly, arising from or related to work performed and/or services provided by &Gommer Pensions Group B.V., unless there is intent or gross negligence on the part of &Gommer Pensions Group B.V. or its management staff. Without prejudice to the provisions of the previous sentence, &Gommer Pensions Group B.V. will never be obliged to pay greater compensation than 10 times the compensation agreed with the client for the damage-causing advice or the damage-causing work, or 10 times the amount in respect of the advice given or ultimately charged to the client for the work performed. After 5 years from the day the advice was provided or the work was terminated, any right of the client to compensation as referred to in the previous sentence lapses. The client indemnifies &Gommer Pensions Group B.V. against claims from third parties due to damage caused by the client providing incorrect or incomplete information to &Gommer Pensions Group B.V., unless the client proves that the damage is not related to culpable actions or omissions on its part or was caused by intent or with this gross negligence on the part of &Gommer Pensions Group B.V.

&Gommer Pensions Group B.V. is only liable for shortcomings of a third party(ies) engaged by it if and insofar as the resulting damage can be recovered from that third party(ies). &Gommer Pensions Group B.V. is authorized to accept any limitations of liability of any third party(ies) engaged on behalf of the client.

#### Article 7 Confidentiality and Data Privacy

&Gommer Pensions Group B.V. undertakes to maintain strict confidentiality of confidential information that becomes known to it in the context of the execution of the assignment, unless disclosure to third parties is necessary in the context of the execution of the assignment and subject to legal obligations to disclose. &Gommer Pensions Group B.V. will also only use the said data for the purpose for which it is intended and for which the assignment was given.

#### Article 8 Intellectual property

All rights relating to products of &Gommer Pensions Group B.V. that it uses or has used in the context of the execution of the assignment belong to &Gommer Pensions Group B.V. Without prior written permission from &Gommer Pensions Group B.V., the client is not permitted to reproduce, publish, exploit or make available to third parties those products in the broadest sense of the word.

#### Article 9 Rates and pricing

Except in special cases, as specified below, &Gommer Pensions Group B.V.'s fee will be determined based on its usual rates.

Special cases include, but are not limited to, cases of funded legal assistance.

The fee is determined based on the nature and importance of the work or services to be provided and the person and experience of those who actually carry out the work.

&Gommer Pensions Group B.V. reserves the right to invoice on an advance basis where appropriate, at its sole discretion.

The fee, plus any necessary costs incurred on behalf of the client, advances and declarations from third parties engaged, plus any VAT due, will be invoiced to the client monthly in arrears, subject to the above, or after completion of the work.

#### Article 10 Invoicing and payment

The invoice amount must be paid within 14 days after the invoice date, without any right to discount, settlement or suspension.

In the event of late payment, the client owes &Gommer Pensions Group B.V. the statutory interest with effect from the due date of the invoice. &Gommer Pensions Group B.V. can also claim compensation for extrajudicial or judicial costs in cases of collection measures.

#### Article 11 Advertising

If the client wishes to advertise regarding the work carried out and/or the invoices, this must be done in writing, stating the reason, to &Gommer Pensions Group B.V. within 30 days after the date of dispatch of the relevant work/documents. However, this advertising does not affect the client's payment obligation.

#### Article 12 Termination of the agreement

Both parties have the option to terminate the agreement at any time, provided this is communicated to the other party in writing, stating reasons and stating the reasons.

Article 13 Suspension right

Until the client has paid an advance on the fee determined in accordance with reasonableness and fairness for the work to be carried out or services to be provided, &Gommer Pensions Group B.V. is entitled to suspend its activities or the delivery of its services. This applies both before the start and in the meantime. &Gommer Pensions Group B.V. has the authority to suspend the fulfillment of its obligations, including the issue of documents or other matters to the client or to third parties, until the moment at which the client has fulfilled all his obligations towards &Gommer Pensions Group B.V.

Article 14 After-effects

The provisions of these terms and conditions, which are expressly or tacitly intended to remain in force after termination of this agreement, will remain in force thereafter and continue to bind the parties.

Article 15 Expiration period

Unless otherwise stated in these general terms and conditions, rights of action and other powers of the client on whatever grounds against &Gommer Pensions Group B.V. in connection with the performance of work by &Gommer Pensions Group B.V. will in any case lapse after one year after the moment at which the client becomes aware became or could reasonably have been aware of the existence of these rights and powers.

Article 16 Choice of Law and Forum

To all agreements between &Gommer Pensions Group B.V. and the client Dutch law applies. All disputes relating to agreements between &Gommer Pensions Group B.V. and the client, which do not fall within the jurisdiction of the Subdistrict Court, will be settled by the competent court in the Breda district, unless the law prescribes another legal procedure.

