



Services Guide with privacy policy and General Terms and Conditions Qualiora Groep B.V.

(Version 29- 11- 2022)

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Contact details

- Qualiora Group B.V.
- Address: PO Box 40 5580 AA WAALRE
- Phone: 040- 304 17 68
- E- mail: hypotheken@vooruaanhetwerk.nl
- Internet: www.qualioragroep.nl
- Traderegister number: 17203722
- AFM license number: 12016626

Opening hours

9 a.m. to 5 p.m. during weekdays. Outside business hours by appointment only.

Affiliated Institution with Central Organization Financially Secure

Our organization is affiliated as an Affiliated Institution with the Central Organization Financially Secure within the framework of the Wft (Financial Supervision Act) and as such registered in the AFM register (www.afm.nl). This means that all advice on financial products and mediation in financial products is carried out by us under the expertise responsibility of the Central Organization. The Central Organization therefore checks the content of the advice before we provide this advice to you whether it complies with your requirements and laws and regulations and provides and checks the (administrative) mediation of the financial product requested by you. This is an extra guarantee for you of the quality of the advice we give you.

Qualiora Group B.V.

Our services may include advising and providing aftercare on the areas listed below. We also act as intermediaries for the conclusion of the financial products we advise you.

- Mortgages.
- Covering risks such as, for example, term life insurance or living expenses insurance in the event of unemployment and/or disability.
- Building wealth or supplementary pension. Insuring funeral expenses.
- Non-life insurance for individuals (including health insurance).
- Property and casualty insurance for businesses.
- Income provisions and related insurances such as entrepreneurial disability, absenteeism insurance, etc.
- Borrowing money for consumption purposes, for example, the purchase of a car.

Our office and the Central Organization Financially Secure are advice-free and independent

That is, we do not have any contractual obligations with banks, lenders and/or insurance companies. In addition, our organization is a completely independent company and we work for our own account and risk. No bank, insurance company or other provider of financial products has a stake in our company. We are therefore completely independent. The interests of you as a (future) client are paramount. Therefore we commit ourselves to:

- Provide clarity about what we do for you, what you get from us and what you pay for it.
- Providing an objective analysis of financial institutions looking at which party best suits your needs and capabilities.
- Providing you with personalized advice appropriate to your needs, capabilities and situation.
- Provide you with aftercare and answer your questions regarding financial products.

Registration and licensing

Through the Central Organization, we are compulsorily or voluntarily registered with the following institutions:

1. Financial Markets Authority (AFM) registration number 12016626, www.afm.nl.
2. Financial Services Complaints Institute (KIFID) registration number 300012172, www.kifid.nl. Should you have a complaint about our services and we cannot work it out together, please contact the KIFID, Postbus 93257, 2509 AG The Hague, www.kifid.nl.
3. Professional liability insurance Market policy number 224064.
4. Stichting Erkenningsregeling Hypotheekadviseurs (SEH): Also, one or more of our advisors are enrolled in the register of SEH, www.seh.n.

The Central Organization Financial Sure has an AFM license to advise and mediate in mortgage credit, life and income insurance, private and business non-life insurance, consumer credit, savings accounts, checking accounts and electronic money. The possibility of Home Savings Account, Home Investment Right, Annuity Savings Account, Annuity Investment Right can also be involved in appropriate situations.

What do we do for you

Our office advises and mediates in the areas mentioned above. In the context of these financial products, we will advise you following an inventory interview and, if you wish to follow the advice, mediate between you and the relevant Provider (bank and/or insurer) of (a) financial product. Hereby we will look for the best price-quality ratio.

The way our organization is rewarded

From January 1, 2013, it is prohibited for a bank or insurer to pay a commission to an intermediary with the exception of the financial products non-life insurance and consumer credit. With our organization, you have a choice of several remuneration options. You decide with us during the inventory interview which remuneration method you prefer. You can choose between: commission (for non-complex products such as non-life insurance and credit), fixed fee, hourly fee and/or subscription.

Controlled remuneration policy

Within the Central Organization, the remuneration of employees consists for the most part of a fixed and market-based salary. Depending on their position and performance, employees may also receive a limited variable remuneration of up to 20% of the fixed salary, based on at least 50% qualitative and at most 50% quantitative objectives. For the entire organization, the client's interests come first at all times. Financial Sure oversees integrity and customer focus. In addition, a number of other measures have been taken to prevent the (financial) interests of the organization, its employees and those of the financial advisory firms affiliated with Financieel Zeker from taking precedence over those of the client. Financieel Zeker believes that by doing so, it is also further limiting and controlling possible negative effects of variable remuneration and freedom in degree of rate setting.

What do we ask of you?

To best serve your personal interests in financial services, we also ask a number of things of you.

- Indication of your wants and needs
- Correct and complete information
- Provision of relevant documents
- Feedback on the quality of our services
- Commitment to working with us You study the
- information you receive from us You ask us
- questions if something is unclear to you

General terms of delivery

All our work is subject to our general terms of delivery, which you will find attached to this document. You can also find them on our website www.qualioragroep.nl or they will be sent to you upon request.

Privacy Policy

Processing personal data

Contractor processes your personal data in the context of providing our services and/or executing an agreement we have with you. We are also obliged by law to process certain personal data of you. When we start providing our services to you, and you provide us with (personal) data, we will process it in our systems.

Retention periods

Contractor will retain personal data that we process for no longer than is necessary for the purpose for which it was collected or required by law. Typically, this will be up to five years after our services have ended and/or an agreement has been executed.

Your rights

You have the right to know what personal data we have recorded about you, for example, because you want to check, correct, supplement or shield it. If you wish, you can even have your personal data removed under certain conditions. You can do this by sending a written request, enclosing a copy of your identification document (with the deletion of your BSN number and photo). We will then respond to your request within four weeks. Our office contact information can be found on the first page of this Services Guide. You can also let us know that personal data about you should not be processed for marketing activities. We will then ensure that we no longer approach you for services or products other than those you have already purchased from or through us. You can also inform us in writing

make to us.

Sharing with third parties, consent statement.

In order to carry out our advisory, mediation, aftercare and claims settlement functions, this may mean that we share data, including personal data, with providers, claims experts, claims repair companies, appraisers, lawyers, employment experts, reintegration companies, healthcare providers, KiFid, regulators, among others. This is done on the basis of a contract or agreement (order to provide services) that we have with you or on a legal basis. These include: names, dates of birth and address data, product collateral data, maturities. Based on this statement, the contractor may assume that the contractor is authorized to receive/transmit the data to achieve the said purpose. This consent ends when the purpose is achieved or if you have previously withdrawn the consent in writing. You have the same rights with these recipients of your personal data as within our firm. You may submit a written request to the respective organizations.

Security

We protect the data entrusted to us using technical and organizational security measures to minimize the risk of loss, misuse, unauthorized access, disclosure and modification. If you still think that data has been misused, please contact us about this.

Money Laundering and Terrorist Financing Prevention Act (WWFT).

Our services are subject to legal rules. These rules may affect you and we hereby inform you of them. On August 1, 2008, the Prevention of Money Laundering and Financing of Terrorism Act (WWFT) was introduced. The WWFT regulates the client screening and reporting obligations for unusual transactions that are incumbent on, among others, lawyers, notaries, tax advisors and financial service providers.

Duty to report unusual transactions

The WWFT requires us to report any transaction of an unusual nature to a national Disclosure Office (FIU-Netherlands). A reporting obligation exists in any case when there is a transaction of €10,000.00 or more (July 2018) paid to us or through our intermediary in cash, bearer checks or similar means of payment. Transactions that are required to be reported to police or prosecutors because they may be related to money laundering or terrorist financing should also be reported. Finally, we have a duty to report transactions where we have reason to believe that they may be related to money laundering or terrorist financing. In cases where a duty to report exists, we cannot evade this duty to report on the basis of our duty of confidentiality and our right to privilege. It goes without saying that we will strictly observe our duty of confidentiality in all other cases. We realize that this legislation imposes (administrative) burdens on both you and us. Failure to comply with the law may result in disciplinary, criminal or administrative sanctions being imposed on us. We therefore ask for your understanding of the consequences the WWFT will have for you and for us.

Termination of relationship with our office

If there are circumstances that make it impossible or unwilling for you to use the services of our firm you have the right to terminate your relationship with our firm at any time. You can request another financial service provider to transfer current insurance policies, mortgages or investment accounts to this other financial advisory office of your choice. The products mentioned will then continue as normal, making it unnecessary to have to buy out financial products, release premiums or transfer them. In the unlikely event that we have reason to terminate the relationship with you, we will inform you of this in good time and in writing.
report.

Complaint Procedure

- First make the complaint known to us: If you have a complaint about a handling of your case, about our methods in general or about inadequate information about how we provide our services, please inform us as soon as possible. Upon receipt of your complaint, we will contact you promptly. All complaints are handled by the management.
- Then, if necessary, to the Complaints Institute: should we not be able to reach a satisfactory solution together, you can submit your complaint to the independent Financial Services Complaints Institute (KiFiD). The KiFiD is an arbitration body recognized by the Ministry of Finance. We are required by law to register with this body and conform to its procedures and binding advice. This KiFiD procedure provides for mediation by the Ombudsman for Financial Services. He will investigate whether there are possibilities for mediation. No complaint fee is charged for the Ombudsman phase. Should the Ombudsman not succeed in his mediation, you can submit the complaint as a dispute to the Dispute Commission. This committee works with Dispute Boards with specialties for insurance, banking and mortgage matters, investments and consumer credit. No complaint fee is payable by the complainant for the Dispute Committee stage either. Should you need more information, please visit the website: www.kifid.nl.
In addition to the KIFID, you can report complaints about Personal Data Protection to the AP (Personal Data Authority).

Article 1: Definitions.

- 1.1 Qualiora Groep B.V.: Qualiora Groep B.V., established in WAALRE at Postbus 40 5580 AA, WAALRE, hereinafter referred to as "Qualiora Groep B.V."
- 1.2 Principal: The natural or legal person to whom Qualiora Groep B.V. has issued any quotation, made any offer or with whom it has entered into an agreement.
- 1.3 Assignment: The Assignment issued by the Client to Qualiora Groep B.V. to advise on or mediate in the conclusion of a financial product.
- 1.4 Financial Product: The mortgage, insurance, investment or savings account or credit on which Qualiora Groep B.V. will advise and/or in the conclusion of which Qualiora Groep B.V. will mediate.
- 1.5 Financial Institution: The party with whom the financial product is taken out.

Article 2: Assignment

- 2.1 An agreement between the principal and Qualiora Groep B.V. shall be deemed to have been realised the moment Qualiora Groep B.V. has accepted an Assignment in writing or has commenced its execution. Qualiora Groep B.V. is authorized to refuse Assignments issued to it without stating reasons, even after it has sent an offer to the principal for the performance of work.
- 2.2 All Assignments issued to Qualiora Groep B.V. shall exclusively come into existence with Qualiora Groep B.V. and shall be carried out by it, even if it is the intention of the Principal that the Assignment shall be carried out by a specific person employed by Qualiora Groep B.V.
- 2.3 Assignments issued to Qualiora Groep B.V. shall exclusively lead to effort obligations on the part of Qualiora Groep B.V., not to result obligations, unless otherwise appears from the nature of the Assignment issued or from what the parties have agreed.
- 2.4 Unless otherwise agreed upon in writing, terms stated by Qualiora Groep B.V. within which it shall execute the Assignment issued to it are never to be considered as deadlines.
- 2.5 These general terms and conditions are also stipulated for the benefit of the directors and/or partners of Qualiora Groep B.V. and all persons working for it as well as in the context of the activities of Qualiora Groep B.V. for its affiliated companies and sub-agents. The applicability thereof shall continue if the aforementioned directors/partners and/or other persons working for it no longer work for Qualiora Groep B.V.
- 2.6 Any purchase or other terms and conditions referred to by the Client when accepting an offer or quotation or entering into an agreement are not applicable, unless they have been approved by Qualiora Groep B.V. have been accepted without reservation and in writing.

Article 3: Offers and quotations of Financial Institutions and advice Qualiora Groep B.V.

- 3.1 Offers or quotations presented to the Principal by Qualiora Groep B.V. on behalf of a Financial Institution are, unless expressly stated otherwise therein, free of obligation and subject to acceptance by the Financial Institution concerned.
- 3.2 The Principal cannot derive any rights from calculations made by Qualiora Groep B.V. with regard to the costs of a financial product and the possible effect thereof in the monthly costs of the Principal. These calculations should be regarded as preliminary and indicative and may be subject to interim interest rate and premium changes. Only when a Financial Institution has issued an offer that has been accepted by the Principal can Qualiora Groep B.V. provide a definitive calculation of the monthly costs.
- 3.3 Advice provided by Qualiora Groep B.V. to the Principal is a snapshot and is based on simplified assumptions of the legislation and regulations applicable at that time. Only when a Financial Institution has issued an offer that has been accepted by the principal, Qualiora Groep B.V. can provide a definitive calculation of the monthly costs.

Article 4: Communication

- 4.1 In the event Principal has sent any digital message to Qualiora Groep B.V., he may only trust that this message has reached Qualiora Groep B.V. if he has received confirmation of its receipt, not being an automatic confirmation of receipt.
- 4.2 General information provided by Qualiora Groep B.V., whether or not on the Internet, whether or not at the request of the principal, is free of obligation and shall never be regarded as advice given by Qualiora Groep B.V. in the context of an Assignment issued to it, except insofar as the contrary is evident from Qualiora Groep B.V.'s statement or it concerns advice focused on the principal's personal situation.
- 4.3 Until the Principal has notified Qualiora Groep B.V. of a change of address, Qualiora Groep B.V. may trust that the Principal can be reached at the address it provided at the start of the Assignment, including its e-mail address.

Article 5: Engagement of third parties

- 5.1 Qualiora Groep B.V. is permitted, if necessary, to make use of third parties in the execution of the Assignment issued to it. Costs involved with the involvement of these third parties will be charged to the Principal.
- 5.2 Insofar as Qualiora Groep B.V., in the execution of the Assignment issued to it, must make use of advice drawn up by external consultants, including advice from accountants, lawyers, tax specialists, etc., it shall as far as possible consult with the principal in advance and take due care in the selection of the third party in question. Qualiora Groep B.V. is not liable for (attributable) shortcomings of these external advisors.
- 5.3 Qualiora Groep B.V. is responsible, in the same way as it is for its own employees, for the work done by its

third parties engaged in the execution of the Assignment issued to it, which are not to be regarded as external consultants within the meaning of the provisions of Article 5.2 above, such as temporary workers, external administrative agencies, etc.

Article 6: Fees and payment

6.1 The fee for its services to Qualiora Groep B.V. for the financial product falling under the definition of non-life insurance and the financial product consumer credit can be included in the amount to be charged to the principal by the financial institution. For other financial products an hourly rate, fixed fee, subscription rate or a combination of these can be agreed between Qualiora Groep B.V. and Principal. Parties shall always make agreements on this in advance.

6.2 Changes in government-imposed taxes and/or duties will always be passed on to Client.

6.3 Qualiora Groep B.V. is entitled to increase agreed rates on an interim basis if, after acceptance of the Assignment, increases occur in the costs of materials or services required for the execution of the Assignment and/or of other costs, which influence the cost price of Qualiora Groep B.V.

6.4 Invoices from Qualiora Groep B.V. must be paid by the principal within 14 days of the invoice date in the manner prescribed by Qualiora Groep B.V., unless otherwise agreed in writing or the invoice states otherwise.

6.5 Settlement by the Principal of amounts charged by Qualiora Groep B.V. for its services against a counterclaim alleged by the Principal, or suspension of payment by the Principal in connection with a counterclaim alleged by the Principal, shall only be permitted insofar as the counterclaim has been expressly and unreservedly acknowledged by Qualiora Groep B.V. or has been irrevocably established in court.

6.6 If the principal does not pay the amounts invoiced by Qualiora Groep B.V. within the agreed period, the principal shall, without prior notice of default being required, become liable to pay the statutory interest on the outstanding amount. If the principal continues to fail to pay the outstanding amount to Qualiora Groep B.V. even after notice of default, Qualiora Groep B.V. may outsource the collection of its claim, in which case the principal shall also be required to pay the extrajudicial collection costs. The amount of the extrajudicial collection costs shall be in accordance with the Decree on compensation for extrajudicial collection costs, entered into force on 1 January 2011.

01- 07- 2012, being 15% on the first €2,500.00 with a minimum of €40.00, 10% on the next €2,500.00, 5% on the next €5,000.00 and 1% on the next €190,000 and 0.5% on the excess of the claim.

6.7 Payments made by the Client shall always first be applied to settle all interest and costs due and then to settle due and payable invoices that have been outstanding the longest, even if the Client states that the payment relates to a later invoice.

6.8 If in the opinion of Qualiora Groep B.V. the creditworthiness of the principal gives cause to do so, Qualiora Groep B.V. is authorized to suspend the provision of its services until the principal has provided sufficient security for its payment obligations.

Article 7: Information from Principal

7.1 Client shall always provide, solicited and unsolicited, all relevant information to Qualiora Group B.V. that it requires for the correct execution of the Assignment issued to it. This includes, but is not limited to, a situation in which such changes occur in the composition of the family, the income or the capital situation of the Principal that Qualiora Groep B.V. would have to adjust its advice accordingly or that financial products already concluded may no longer be adequate.

7.2 Qualiora Groep B.V. can only comply with its duty of care to the Principal if the Principal strictly complies with the provisions of 7.1.

7.3 If information necessary for the execution of the agreed Assignment has not been made available to Qualiora Groep B.V., or has not been made available on time or in accordance with the agreements made, or if the Principal has not fulfilled its (information) obligations in any other way, Qualiora Groep B.V. is authorized to proceed to suspend the execution of the Assignment.

7.4 The principal himself is fully responsible for the accuracy and completeness of all information provided by him to Qualiora Groep B.V.

Article 8: Liability of Qualiora Groep B.V.

8.1 Any liability of Qualiora Groep B.V. as well as its directors, its employees and the persons engaged by Qualiora Groep B.V. in the execution of the Assignment shall be limited to the amount that is paid out in the case in question under the professional liability insurance of Qualiora Groep B.V., including the excess to be borne by Qualiora Groep B.V. Further information about the professional liability insurance will be provided to interested parties upon request.

8.2 In the event that the professional liability insurance of Qualiora Groep B.V. as referred to in article 8.1 does not provide cover in a specific case, the liability of Qualiora Groep B.V. as well as its directors, its employees and the persons engaged by Qualiora Groep B.V. in the fulfilment of the Assignment shall be limited to a maximum of the total of the fee charged to the Principal in respect of the Assignment on which the incurred damage is based. If Qualiora Groep B.V. has not charged the Principal a fee for its services, the liability of Qualiora Groep B.V. and its own shall be limited to the premium charged by the Financial Institution to the Principal.

8.3 The performance of the Assignment issued shall be exclusively for the benefit of the Client. Third parties cannot derive any rights from the content of the work performed for the Client.

8.4 Qualiora Groep B.V. shall never be liable for damage suffered by the Principal or third parties as a result of incorrect, incomplete or untimely information provided by the Principal.

8.5 Qualiora Groep B.V. shall never be liable for any damage whatsoever resulting from errors in software or other computer software used by Qualiora Groep B.V., unless such damage is caused by Qualiora

Group B.V. may be recovered from the supplier of the software or computer software in question.

8.6 Qualiora Groep B.V. shall never be liable for any damage whatsoever arising from the circumstance that (e-mail) messages sent by the principal to Qualiora Groep B.V. have not reached Qualiora Groep B.V.

8.7 Qualiora Groep B.V. shall never be liable for any damage whatsoever resulting from the circumstance that the principal has not promptly paid the premiums and/or interest charged to him for financial products taken out by him, following mediation by Qualiora Groep B.V.

8.8 The provisions of this article are without prejudice to the liability of Qualiora Groep B.V. for damage caused by the intent or conscious recklessness of its subordinates.

8.9 The principal shall only be entitled to dissolve any agreement with Qualiora Groep B.V. if Qualiora Groep B.V., even after proper notice of default, remains imputably in default of fulfilling its obligations towards the principal. Payment obligations that have arisen before the time of dissolution and/or which relate to services that have already been provided must be fulfilled by the Principal without prejudice.

Article 9: Force Majeure

9.1 Qualiora Groep B.V. is not obliged to comply with any obligation if this would cause Qualiora Groep B.V. is not reasonably possible as a result of changes in the circumstances that existed at the time the obligations were entered into outside Qualiora Groep B.V.'s control.

9.2 A shortcoming in the fulfilment of an obligation by Qualiora Groep B.V. shall in any case not be deemed imputable and shall not be at its risk in the event of default and/or shortcomings by or at its suppliers, subcontractors, carriers and/or other third parties called in, in the event of fire, strikes or exclusion, riots or uproar, war, government measures, including export, import or transit bans, frost and all other circumstances of such a nature that it can no longer be required of Qualiora Groep B.V..

Article 10: Personal data protection

10.1 Personal data provided by the Principal to Qualiora Groep B.V. shall not be used by Qualiora Groep B.V. or provided to third parties for purposes other than for the execution of the Assignment issued to it or mailings etc. to be sent by it to the Principal, except insofar as Qualiora Groep B.V. is obliged by law or public order in the context of its business operations to provide the data in question to a body designated for this purpose.

10.2 If Client objects to the inclusion of his personal data in any mailing list etc. of Qualiora Groep B.V., Qualiora Groep B.V. shall remove the data in question from the relevant file upon Client's written request.

10.3 The processing of personal data is subject to our Privacy Policy. This can be found in the Services Guide which is part of the first section of this document.

Article 11: Complaint Institute

11.1 Qualiora Groep B.V. is affiliated with the Financial Services Complaints Institute (KIFID) under number 300012172. A dispute arising from quotations, offers and agreements to which these terms and conditions apply can, at the discretion of the Principal, be submitted for binding advice to either the Financial Services Disputes Committee or the civil court.

11.2 Qualiora Groep B.V. conforms in advance to a binding opinion to be issued by the Financial Services Disputes Committee to the extent that the interest of the dispute submitted does not exceed an amount of €25,000.00 (in words twenty-five thousand euros). If the dispute in question exceeds the aforementioned financial interest, Qualiora Groep B.V. has the option of not cooperating with a binding opinion.

11.3 Dutch law shall apply to all claims that do not proceed via the KIFID in accordance with the provisions under article 11.1 and 11.2. Only the Dutch court is competent to take cognizance of disputes between Qualiora Groep B.V. and its Principal. Disputes shall be submitted to the District Court in 's-Hertogenbosch.

11.4 In addition to the KIFID, you can report complaints about Personal Data Protection to the AP (Personal Data Authority).

Article 12: Forfeiture of right

12.1 Complaints with respect to work carried out by Qualiora Groep B.V. or the amount of the amounts invoiced by Qualiora Groep B.V. shall, on penalty of forfeiture of rights, be submitted to Qualiora Groep B.V. in writing and within 60 days after the principal has received the documents, information or invoice to which his complaint relates, or could reasonably have become aware of the shortcoming in Qualiora Groep B.V.'s performance that he has observed. The submission of a complaint shall never suspend the payment obligations of the Principal.

12.2 All rights of action and other powers of Principal from any height whatsoever in connection with work performed by Qualiora Groep B.V. shall in any case expire five years after the moment Principal became aware or could reasonably have become aware of the existence of these rights and powers.

Article 13: Miscellaneous

13.1 All offers and quotations issued by Qualiora Groep B.V. as well as Assignments accepted by Qualiora Groep B.V. shall be subject to Dutch law.

13.2 In the event that the contents of agreements made in writing between Qualiora Groep B.V. and Principal deviate from what has been stipulated in these general terms and conditions, the agreements made in writing shall prevail.

13.3 Deviations from and/or additions to these general terms and conditions shall only be binding for Qualiora Groep B.V. insofar as they have been expressly agreed upon in writing between Qualiora Groep B.V. and the principal.

13.4 If any provision of these general terms and conditions is found to be invalid, only the provision in question shall be excluded from application, all other provisions shall remain in full force and effect.

13.5 Qualiora Groep B.V. is entitled to unilaterally amend the content of these general terms and conditions in the interim. In the event that Qualiora Groep B.V. proceeds to interim modifications, it shall inform the principal thereof while simultaneously sending the modified general terms and conditions. Principal is entitled to object to the applicability of the modified terms and conditions within 30 days after the date on which he has been notified of the modifications in question. The parties will then consult on the contents of the applicable general terms and conditions. If the principal does not object to the modified content of the general terms and conditions, they shall govern the agreements made between the parties as of the date stated by Qualiora Groep B.V.

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