



General terms and conditions PlannersDesk BV, (articles 1 to 11)

These general terms and conditions have been used since 1 January 2009 by PlannersDesk BV, established in Arnhem at Velperweg 88, 6824 HL, hereinafter referred to as: PlannersDesk BV, and have also been stipulated for the benefit of the directors of PlannersDesk BV and all persons employed by it. The applicability of which will continue to exist if the aforementioned directors and/or persons no longer work for PlannersDesk BV.

The counterparty of PlannersDesk BV is the party to whom PlannersDesk BV has provided any quotation, made an offer or with whom it has concluded an agreement. This can be either a legal entity or a natural person and this counterparty will hereinafter be referred to as the "client".

Article 1: Applicability

- 1.1. These general terms and conditions apply to all offers, quotations and acceptances thereof made by PlannersDesk BV and/or agreements concluded by PlannersDesk BV whereby PlannersDesk BV undertakes to provide services or execute an assignment. Any purchasing or other conditions to which the client refers when accepting an offer or quotation or concluding an agreement shall not apply unless they have been accepted by PlannersDesk BV without reservation and in writing.
- 1.2. Deviations from and/or additions to these general terms and conditions are only binding on PlannersDesk BV if they have been expressly agreed in writing between PlannersDesk BV and the client.
- 1.3. If any provision of these general terms and conditions proves to be void, only the provision in question will be excluded from application, all other provisions will remain fully valid.

Article 2: Offers, agreements, orders, etc.

- 2.1. Unless expressly stated otherwise, quotations and rates from PlannersDesk BV are without obligation and subject to acceptance by the relevant insurer or credit provider.
- 2.2. Assignments given to PlannersDesk BV only lead to obligations of effort on the part of PlannersDesk BV, not to obligations of results, unless the nature of the assignment given or what the parties have agreed otherwise indicates.
- 2.3. An agreement is deemed to have been concluded at the moment that PlannersDesk BV has accepted an order in writing, or has started executing it. PlannersDesk BV is authorized to refuse orders given to it without stating reasons.
- 2.4. In the event that the client has sent a digital message to PlannersDesk BV, by email or by completing a form designated for that purpose on the website of PlannersDesk BV, and the client has not received a confirmation of receipt from (an employee of) PlannersDesk BV within 24 hours of sending that message, the message from the client must be considered as not having been received. If the client wishes to receive a response or clarification from (an employee of) PlannersDesk BV within 24 hours of sending a digital message, the client must ensure that the message (to the employee of) PlannersDesk BV has reached.
- 2.5. Digital information, whether or not on the Internet, whether or not at the request of the client, provided by PlannersDesk BV to the client is without obligation and shall never be considered as advice given by PlannersDesk BV in the context of an assignment given to it, unless the contrary is apparent from a communication from PlannersDesk BV.



Article 3: Involvement of third parties

3.1 PlannersDesk BV is permitted to use third parties when executing the assignment given to it, if necessary. Costs associated with the use of these third parties will be charged to the client.

3.2 To the extent that PlannersDesk BV uses advice from third parties in the execution of the assignment given to it, including advice from accountants, lawyers, tax specialists, etc., it will consult with the client as much as possible in advance when engaging third parties and will exercise due care in the selection of third parties. PlannersDesk BV is not liable for (attributable) shortcomings of these third parties.

3.3 PlannersDesk BV is responsible, in the same way as for its own employees, for third parties engaged by it in the execution of the assignment given to it, who cannot be regarded as external advisors within the meaning of the provisions of Article 3.2 above, such as temporary workers, external administrative offices, etc.

Article 4: Fee and payment

4.1 When concluding the agreement, the parties shall agree on the manner in which the fee of PlannersDesk BV is paid. The fee may be included in the amounts to be charged to the client (whether or not on behalf of an insurer) or an hourly rate may be agreed.

4.2 Changes in government-imposed taxes and/or levies will always be passed on to the client. PlannersDesk BV is entitled to increase agreed rates in the interim if, after the conclusion of the agreement, there are increases in the costs of materials or services required for the execution of the agreement, and/or other costs,

which affect the cost price of PlannersDesk BV.

4.3 Payments by the client must be made within 14 days after the invoice date in the manner prescribed by PlannersDesk BV, unless otherwise agreed in writing or the invoice states otherwise. The client is aware that failure to pay premiums charged to him, or failure to pay them on time, may result in the insurance and/or provisions taken out by him, after mediation by PlannersDesk BV, not providing cover for the insured risk.

4.4 Offsetting by the client of the premiums and amounts invoiced by PlannersDesk BV against a counterclaim made by the client, or suspension of payment by the client in connection with a counterclaim made by the client, is only permitted to the extent that the counterclaim has been expressly and unconditionally acknowledged by PlannersDesk BV or has been irrevocably established in court.

4.5 If the client fails to pay the premium and/or amounts due within the agreed term, the client will, without any notice of default being required, owe statutory interest on the outstanding amount. If the client fails to pay the outstanding amount to PlannersDesk BV after notice of default, the claim can be passed on to a third party, in which case the client will be obliged to pay the total amount due and the extrajudicial collection costs, the amount of which will be determined on two points of the liquidation rate applied by the court.

4.6 Payments made by the client will always be used to settle all interest and costs due and then the oldest outstanding invoices, even if the client states that the payment relates to a later invoice.

4.7 If, in the opinion of PlannersDesk BV, the creditworthiness of the client gives reason to do so, PlannersDesk BV is entitled to suspend the delivery of its services until the client has provided sufficient security for its payment obligations.



Article 5: Deadlines

- 5.1 Unless otherwise agreed in writing, the terms specified by PlannersDesk BV within which it will carry out the assignment given to it shall never be regarded as a fatal term.

Article 6: Cooperation by the client

- 6.1. The Client will always, whether requested or not, provide all relevant information to PlannersDesk BV that it needs for the correct execution of the assignment given to it. If the data required for the performance of the agreed service or assignment are not made available to PlannersDesk BV by the client, are not made available on time or are not made available in accordance with the agreements made, or if the client has otherwise failed to meet his (information) obligations, PlannersDesk BV is authorised to suspend the performance of the agreement.

- 6.2. The client is fully responsible for the accuracy and completeness of all information provided by him to PlannersDesk BV.

Article 7: Liability of PlannersDesk BV

- 7.1 Any liability, contractual and non-contractual, of PlannersDesk BV as well as of its directors, its employees and the persons engaged by PlannersDesk BV in the execution of the assignment is limited to the amount paid out in the relevant case under the professional liability insurance of PlannersDesk BV, including the deductible to be borne by PlannersDesk BV. Further information about the professional liability insurance will be provided to interested parties upon request.
- 7.2 In the event that the professional liability insurance of PlannersDesk BV referred to in Article 7.1 does not provide cover in a specific case, the liability, contractual and non-contractual, of PlannersDesk BV as well as of its directors, its employees and the persons engaged by PlannersDesk BV in the execution of the assignment, is limited to a maximum of the total fee charged to the client in respect of the assignment that is the basis for the damage that has occurred, or the premium charged by the insurer.
- 7.3 The execution of the assignment given is carried out exclusively for the benefit of the client. Third parties cannot derive any rights from the content of the work performed for the client.
- 7.4 PlannersDesk BV is never liable for damage suffered by the client or third parties as a result of incorrect, incomplete or untimely information provided by the client.
- 7.5 PlannersDesk BV shall never be liable for any damage whatsoever resulting from errors in software or other computer programs used by PlannersDesk BV, unless this damage can be recovered by PlannersDesk BV from the supplier of the software or computer programs in question.
- 7.6 PlannersDesk BV is never liable for any damage whatsoever resulting from the circumstance that (email) messages sent by the client to PlannersDesk BV have not reached PlannersDesk BV.
- 7.7 PlannersDesk BV shall never be liable for any damage whatsoever resulting from the circumstance that the client has not paid or has not paid on time the premiums charged to him for insurance or provisions taken out by him, after mediation by PlannersDesk BV, despite proper notice from PlannersDesk BV.
- 7.8 The provisions of this article shall not affect the liability of PlannersDesk BV for damage caused by the intent or deliberate recklessness of its subordinates.
- 7.9 The client is only entitled to dissolve any agreement with PlannersDesk BV if PlannersDesk BV, even after proper notice of default, remains in culpable default of fulfilling its obligations towards the client. Payment obligations that arose before the time of dissolution and/or that relate to services already provided, must be fulfilled by the client without prejudice.



Article 8: Force Majeure

- 8.1. PlannersDesk BV is not obliged to fulfil any obligation if this is not reasonably possible for PlannersDesk BV as a result of changes in the circumstances existing at the time the obligations were entered into that were not the fault of PlannersDesk BV.
- 8.2. A failure to comply with an obligation of PlannersDesk BV shall in any event not apply as attributable and is not at its risk in the event of default and/or shortcoming by or at its suppliers, subcontractors, carriers and/or other third parties engaged, in the event of fire, strike or lockout, riots or unrest, war, government measures, including export, import or transit bans, frost and all other circumstances which are of such a nature that obligation can no longer be demanded of PlannersDesk BV.

Article 9: Confidentiality and protection of personal data

- 9.1 The parties undertake to maintain confidentiality of all information which has become known to them by virtue of the agreement concluded with the other party and of which they should reasonably be aware that the information is to be regarded as confidential or secret.
- 9.2 Personal data provided by the client to PlannersDesk BV will not be used by PlannersDesk BV for or provided to third parties for purposes other than the execution of the assignment given to it or mailings etc. to be sent by it to the client, except to the extent that PlannersDesk BV is obliged by law or public order in the context of its business operations to provide the relevant data to a designated body.
- 9.3 If the client objects to the inclusion of his personal data in any mailing list etc. of PlannersDesk BV, PlannersDesk BV will remove the data in question from the relevant file at the first written request of the client.

Article 10: Applicable law and disputes

- 10.1 All offers, quotations and agreements of PlannersDesk BV are subject to Dutch law application.
- 10.2 PlannersDesk BV is affiliated with the Financial Services Complaints Institute (KiFiD) under number 300.010956. A dispute arising from quotations, offers and agreements to which these conditions apply can be submitted to either the Financial Services Disputes Committee or the civil court, at the Client's discretion.
- 10.3 In the event that a dispute arising from quotations, offers and agreements to which these terms and conditions apply is submitted to the civil court, the court in Arnhem has exclusive jurisdiction to hear the dispute.

Article 11: Expiration of rights

- 11.1 All claims and other powers of the client on whatever grounds against PlannersDesk BV in connection with work performed by PlannersDesk BV shall in any case expire five years after the moment at which the client became aware or could reasonably have been aware of the existence of these rights and powers.