General Terms and Conditions SAA

Version October 2026

Article 1: SAA and General Terms and Conditions

1.1 These General Terms and Conditions are used by SAA, registered with the Dutch Chamber of Commerce (Kamer van Koophandel) under number 12036499, and are also stipulated for the benefit of all persons who are directly or indirectly employed by, engaged by, or otherwise affiliated with SAA, including directors, employees, engaged third parties, and former directors, employees, and engaged third parties.

1.2 These General Terms and Conditions are applicable to all advices, special offers, designated offers (made) by SAA, acceptations thereof, the Electronic Service and agreements concluded by SAA whereby SAA commits to the delivery of services or the execution of a Commission.

Article 2: Definitions

2.1 *Electronic Service:*
The access (via internet) to the Financial Products of the Relation running at and/or via SAA and the option to the execution of acts with regard to these products with the aid of electronic aids, such as but not limited to “Extranet” and “MijnDossier”. The Electronic Service also provides the option to electronic data exchange between the Relation and SAA.

2.2 *Financial Product or Financial Products:*
A mortgage, insurance, pension, investment or savings account, credit, banking product or any other Financial Product or service over which SAA shall advise and/or mediate.

2.3 *Financial Institution(s):*
The party or parties with whom a Financial Product for the Relation is concluded.

2.4 *Login code:*
The e-mail address and the password that the Relation has stated upon taking into use of the Electronic Service that give access to the internet pages and Electronic Service of SAA.

2.5 *Commission and/or Commissions:*
The Commission granted by the Relation to SAA to advise over and/or to mediate in the conclusion of a Financial Product, or to conduct the entire/partial management over his/her insurance portfolio.

2.6 *Relation:*
The natural person or legal person to whom SAA has provided any designated offer, special offer or with whom it has concluded an agreement and/or the natural person or legal person that uses the Electronic Service.

2.7 *Terms and conditions:*
The terms and conditions that are applicable to a Financial Product advised upon and/or mediated by SAA.

Article 3: Commission

3.1 An agreement between the Relation and SAA is deemed to have been concluded on the moment that SAA has accepted a Commission in writing, or has started with the execution thereof. SAA is authorised to refuse Commissions granted to it without statement of reasons, also after it has sent a designated offer for the execution of activities to the Relation.

3.2 All Commissions granted to SAA are solely concluded with SAA and will be executed by it, also if it is the intention of the Relation that the Commission shall be executed by a certain person working at SAA.

3.3 Commissions granted to SAA solely lead to obligations to make an effort by SAA, not to obligations to achieve a result.

3.4 Unless in writing agreed otherwise are terms stated by SAA, within which it will execute the Commission granted to it, never to be regarded as fatal terms.

3.5 Deviations of and/or additions to these General Terms and Conditions only bind SAA insofar these have been agreed explicitly in writing between SAA and the Relation.

3.6 Possible purchase or other terms and conditions to which the Relation refers upon the acceptation of an offer or designated offer or the conclusion of an agreement are not applicable, unless these have been accepted by SAA without precondition in writing.

3.7 If any stipulation of these General Terms and Conditions proves to be invalid, then only the concerned stipulation is excluded from application; all other stipulations remain valid without restriction.

3.8 The administration of SAA provides for complete proof, unless the Relation can provide evidence to the contrary.

Article 4: Special offers and designated offers of Financial Institutions and advices SAA

4.1 Special offers, designated offers or rates presented by SAA (on behalf of Financial Institutions) are, unless therein stated explicitly otherwise, non-binding and under precondition of acceptation by the concerned Financial Institution.

4.2 The Relation can derive no rights from calculations made by SAA with regard to the costs of a Financial Product and the consequences thereof in the monthly financial charges of the Relation. These calculations must be regarded as provisional and indicative and can be subject to in-between interest and premium changes.

4.3 Advices provided by SAA are “snapshots” and based on simplified assumptions of the laws and regulations in force on that moment.

Article 5: Communication

5.1 As proof that any digital message per e-mail or a designated form on the website of SAA, has been sent to SAA and this message has reached SAA, will be regarded a confirmation of the receipt thereof, not being an automatic confirmation of receipt.

5.2 General information provided by SAA on the internet and/or in writing and/or upon request and in any other manner, is non-binding and will never be regarded as an advice given by SAA.

5.3 Until a change of address has been made known to SAA, SAA may rely on that the Relation can be reached on the address stated by him/her earlier, including his/her e-mail address.

5.4 Changes which can be of importance for the execution of the Commission (including e-mail address), the Relation must give notification of without delay to SAA.

5.5 All Communication takes place in the Netherlands language.

5.6 The Relation agrees with electronic communication.

Article 6: Involvement third parties

6.1 It is permitted for SAA to make use at the execution of the Commission granted to it, if necessary, of third parties. The costs connected with the involvement of these third parties will be charged onwards to the Relation.

6.2 Insofar SAA at the execution of the Commission granted to it has to make use of advices composed by external advisers, including advices of accountants, lawyers, tax experts etc., it shall thereby enter as much as possible in advance into consultation with the Relation and at the selection of the concerned third party observe the necessary care. SAA is not liable for (imputable) shortcomings of these external advisers.

6.3 SAA is, in the same manner as for its own employees, responsible for the third parties involved by it at the execution of the Commission granted to it that cannot be regarded as external adviser in the sense of article 6.2, such

as temporary workers, external administration agencies etc.

Article 7: Fees and payment

7.1 The fees due to SAA for its services can be included in the amounts to be brought into account to the Relation by the Financial Institution or an hourly rate of fixed fees can be agreed.

7.2 Changes in taxes and/or levies imposed by the government will always be charged onwards to the Relation. SAA is authorised to increase agreed rates annually. SAA shall base itself thereby on the Consumentenprijsindexcijfer ("CPI") of the Dutch Centraal Bureau voor de Statistiek. SAA will do this as of the 1st of January of each year.

7.3 Invoices/Bills of SAA must be paid by the Relation within 30 days after the date of the invoice in the manner prescribed by SAA (by preference by means of direct debit), unless agreed otherwise in writing or if the invoice/bill states otherwise. Premiums however must be paid in accordance with the Terms and conditions.

7.4 Insofar SAA on behalf of a Financial Institution brings interests and/or premiums into account to the Relation, the Relation must realise that the not, or not timely, satisfaction of premiums and/or interest brought into account, in accordance with the Terms and conditions, can have as a consequence that the Financial Products concluded by him/her offer no cover for the insured risk, or can lead to executorial sale of the immovable good to which a concluded mortgage relates.

7.5 Set-off by the Relation of amount brought into account by SAA for its services with a counter claim alleged by the Relation, or suspension of payment by the Relation in connection with a counter claim alleged by him/her, is only permitted insofar the counter claim has been acknowledged by SAA explicitly and without precondition or has been irrevocable established in court.

7.6 If the Relation does not pay the amounts brought into account by SAA within the agreed term, then the Relation, without that a prior notification of default shall be necessary, is liable to pay the interest by law over the outstanding amount. If the Relation also after notification of default remains negligent to pay the outstanding amount to SAA, then SAA can hand over the collection of its claim, in which case the Relation also shall be obliged to compensation of the out-of-court collections costs. The height of the out-of-court collections costs will be established on the basis of the Dutch regulation Besluit vergoeding voor buitengerechtelijke incassokosten.

7.7 Payments made by the Relation serve each time firstly to redemption of all due interest and costs and subsequently of due invoices that stand out the longest, even when the Relation states that the satisfaction relates to a later invoice.

7.8 If the credit worthiness of the Relation gives reason thereto, in the opinion of SAA, then SAA is authorised to suspend the delivery of its services, until the Relation has provided sufficient surety for his/her payment obligations.

Article 8: Obligations of the Relation

8.1 The Relation shall each time, upon request and on his own initiative, provide all relevant information to SAA that SAA needs for a correct execution of the Commission granted to it. Hereunder should be understood among others, but not limited to, a situation in which such changes occur in the contact data, civil status, composition of the family, the income, the wealth situation, the purpose of the enterprise, the size of the enterprise, the stock management, bank account number and other changes to be regarded as relevant, which can make that SAA should adapt its advices thereto or that already concluded Financial Products possibly are no longer adequate.

8.2 SAA can only comply towards the Relation with the duty of care resting on it, if the Relation complies with article 8.1.

8.3 If data necessary for the execution of the agreed Commission have not, not timely or not in accordance with the made agreements been made available to SAA, or if the Relation in another manner has not complied with his/her (information) obligations, then SAA is authorised to proceed to suspension of the execution of the Commission and the granting of access to the Electronic Service.

8.4 The Relation is by him/her self fully responsible for the correctness and completeness of all information provided by him/her to SAA.

8.5 To be able to make use of the Electronic Service of SAA the Relation must have the disposition over suitable equipment and a connection with the internet. The costs of the required equipment will be for the account of the Relation. For a good use of the Electronic Service it is necessary that the system of the Relation meets the following requirements:

I. The system has the most recent and updated operating system (Windows Vista or higher or OSX 10.6.8 or higher) and a recent internet browser (Internet Explorer 8 or higher or Firefox, Chrome or Safari).
II. The system has a Firewall and updated anti-virus software.
III. The system has a secured wireless connection.

8.6 The Relation is obliged to follow up directions about the equipment and/or security measures.

8.7 SAA is at all times authorised to changes to the user instructions and directions and shall notify the Relation of such changes or give the opportunity to take knowledge thereof.

8.8 The Relation is obliged to make use via a secured connection of the Electronic Service and therefore to follow the instructions of use and directions.

8.9 The Relation is obliged to frequently check his/her data and Financial Products. In case of irregularities he must notify SAA thereof as soon as possible.

Article 9: Access and use of the Electronic Service

9.1 The Relation uses the Electronic Service to consult the policies and other documents belonging to the Financial Products concluded by him/her, to read and download Terms and Conditions and to pass on changes to SAA.

9.2 For the access and the use of the Electronic Service a Login code accepted by SAA is required. This Login code is personal and not transferable. The Relation is obliged to carefully deal with the Login code, he/she must keep this secret and not give and/or disclose it to others.

9.3 SAA may store information over the used equipment, software and the connection and use it to improve the Electronic Service.

9.4 In case of any suspicion of abuse the Relation is obliged to give notification thereof as soon as possible to SAA.

9.5 The use of the Electronic Service can be cancelled by both parties at all times in writing (mail).

9.6 SAA may always terminate, suspend and/or change the use of the Electronic Service by the Relation (if necessary immediately and/or without prior notification) in whole or in part if:

I. The Relation is not (anymore) legally able to the execution of legal acts or if the Relation loses the power of attorney thereto.
II. There is an instance of (technical) disruptions and/or maintenance activities.
III. SAA knows or suspects that of the access to the Electronic Service, granted to the Relation, unauthorised use or abuse is or can be made.
IV. There is an instance of (well-founded fear for) fraud.
V. There are objectively justified reasons that hold a connection with the security of SAA and/or the Electronic Service.

In prevalent cases SAA will notify the Relation hereof as soon as possible.

9.7 SAA is authorised to bring costs into account for making available and/or the use of an Electronic Service and is at all times authorised to change the height of the costs. SAA shall notify the Relation no later than 30 days before establishment or changing of the height of the costs come into force about this. A private Relation that cannot agree with these costs or a change thereof can dissolve the agreement in compliance with the applicable agreement.

9.8 Upon termination/cancellation of the use of Electronic Service by the Relation, all of the not yet executed Commissions become void.

Article 10: Liability of SAA

10.1 Any liability of SAA as well as of its directors, its members of the supervisory board, its employees and the persons involved by SAA at the execution of the Commission, is limited to the amount that in the concerned case will be paid out under the professional liability insurance of SAA, inclusive of the own risk to be borne by SAA. Upon request, further information about the professional liability insurance will be provided to interested parties.

10.2 In case the professional liability insurance of SAA referred to in article 10.1 in a specific case does not provide cover, then the liability of SAA as well as of its directors, its members of the supervisory board, its employees and the persons involved by SAA at the execution of the Commission, limited to the maximum of the total of the fees, brought into account to the Relation, with regard to the Commission that is the basis of the emerged damage. If SAA has brought no fees into account for its services to the Relation, then the liability of SAA and its related parties is limited to the provision(s) paid by the Financial Institution to SAA, with regard to the financial product to which the claim of the Relation relates, reduced with granted return provision, during the 12 months after the emergence of the damage.

10.3 The execution of the provided Commission takes place solely for the benefit of the Relation. Third parties can derive no rights from the content of the executed activities for the Relation.

10.4 SAA is never liable for damage which is suffered by the Relation or third parties as a consequence of incorrect, incomplete or untimely provided information by the Relation.

10.5 SAA is towards business relations never liable for whichever damage that derives from errors in software used by SAA or other computer programs, unless this damage can be recovered by SAA from the supplier of the concerned software or computer programs.

10.6 SAA is never liable for whichever damage that derives from the circumstance that (e-mail) messages sent to SAA have not reached SAA.

10.7 SAA is never liable for damages that directly or indirectly derive from a (disappointing) value development of Financial Products and/or (the disappointment over) result, return, profitability etc. of Financial Products.

10.8 SAA is never liable for whichever damage that derives from the circumstance that the Relation has not or not timely paid the premiums and/or interests brought into account to him for Financial Products concluded by him/her after mediation of SAA.

10.9 SAA is not liable for damage that is the consequence of:

I. The not being available of the Electronic Service.
II. A mutilation, delay or incorrectness of a Commission given by the Relation.
III. The non or defective functioning of a telecommunication service (including the Internet).
IV. The Relation is liable for the damage that is the consequence of unauthorised use or abuse of the Login code.
V. The non or defective functioning of the equipment used by the Relation.
VI. The non-compliance by the Relation with his/her obligations.
VII. An incomplete overview of Financial Products of the Relation

recorded in the Electronic Service.

10.10 By agreeing with these General Terms and Conditions, the Relation explicitly declares to be fully aware of the fact that risks are connected to the use of the Electronic Service and the giving of Commissions and orders and to accept these risks.

10.11 The stipulations in this article do not affect the liability of SAA for damage which is caused by the wilful intent or conscious negligence of its employees.

10.12 The Relation is only authorised to dissolution of any agreement with SAA if SAA even after a proper notification of default remains imputably negligent to comply with its obligations towards the Relation. Payment obligations which have emerged before the time of dissolution and/or which relate to already delivered services, must be complied with without restriction by the Relation.

Article 11: Force Majeure

11.1 SAA is not required to compliance with any obligation if this is for SAA reasonably not possible as a consequence of changes in the circumstances existing at the time of the conclusion of the obligations, emerged outside actions of SAA.

11.2 A shortcoming in the compliance with an obligation of SAA will in each case not be regarded as imputable and will not be for its risk in case of a default and/or shortcoming by or at its suppliers (including utility facilities and/or Financial Institutions and/or data storage), subcontractors, transporters and/or other involved third parties, in case of fire, work strike or exclusion, riots or uprising, war, government measures, including export or import bans, frost and all other circumstances which are of such a nature that being obliged cannot be requested anymore of SAA.

Article 12: Protection personal data

12.1 SAA and the Relation commit mutually to keeping secret all information which has become known to them on the basis of the agreement concluded with the other party.

12.2 Personal data obtained in connection with the assignment will be processed by SAA in accordance with the AVG, applicable national policy regulations, and codes of coduct to which SAA has committed itself.

12.3 SAA has implemented organizational and technical measures to adequately secure the personal data.

12.4 The provision of personal data to third parties, such as – but not limited to – banks, insurers, and the intermediary of the Client, will only take place to the extent it stems from the purposes for which the personal data was obtained, or pursuant to a legal obligation. SAA is also permitted to exchange personal data with other parties engaged by SAA in the course of business operations or in the execution of the Assignment.

12.5 If and to the extent applicable, SAA will request the Client’s consent for (further) processing.

12.6 The Information Protocol of SAA, which applies to the processing of personal data by SAA, can be found on the website of SAA and will be provide free of charge upon request.

12.7 More information about the processing of personal data can also be found on the website of SAA (www.saa.nl)

Article 13: Complaints

13.1 SAA is affiliated with the Dutch complaints institute for Financial Services (KIFID) under number 300.002188. A dispute deriving from designated offers, special offers, agreements, advices, Electronic Service and other services to which the present General Terms and Conditions are applicable can, at the choice of the Relation be submitted for (binding) advice to either the Geschillencommissie Financiële Diensten, or to the civil court.

Article 14: Forfeit of rights

14.1 Complaints with regard to activities executed by SAA or the height of the amounts brought by it into account, must, at the peril of forfeit of rights, be submitted to SAA, in writing and within 60 days in case of business Relations and 1 year in case of private Relations after the Relation has received the documents, information or invoice to which his/her complaint relates, or reasonably could have taken knowledge of the shortcoming in the performance of SAA established by him/her. The submission of a complaint does never suspend the (payment) obligations of the Relation.

14.2 All claim rights and other authorities of the Relation on whichever basis in connection with activities executed by SAA, become forfeit in any case five years after the moment on which the Relation became familiar or reasonably could be familiar with the existence of these rights and authorities.

Article 15: Changing of and addition to General Terms and Conditions

15.1 SAA may change or add to these General Terms and Conditions. Changes and additions will be made known on the website of SAA. Also, the Relation shall be informed along electronic means.

15.2 The changed General Terms and Conditions shall after 30 days, after the changes and additions have been made known, be binding for both SAA and the Relation.

Article 16: Applicable law

16.1 The Laws of the Netherlands are applicable to all special offers, designated offers, agreements, advices, the Electronic Service and other services of SAA.

16.2 In case a dispute deriving from special offers, designated offers, agreements, advices, Electronic Service and other services to which the present General Terms and Conditions are applicable will be submitted to the civil courts, then the District Court of Rotterdam, the Netherlands, is exclusively authorised to take knowledge of the dispute.

16.3 These General Conditions are drawn up in Dutch and English. If there is any interpretation problem or inconsistency between the two languages in which these general conditions are expressed, the Dutch terms and conditions shall prevail.