

GENERAL TERMS AND CONDITIONS OF DNA Yachtinsurance**Article 1: Definitions****1.1 Financial Services Provider, to be referred to hereafter as "FSP":**

DNA Yachtinsurance is a trading name of You Sure B.V., registered with the Chamber of Commerce under number 34130900.

1.2 Client:

The natural or legal person to whom FSP has provided a quotation or made an offer or with whom FSP has entered into an agreement.

1.3 Order:

The Order the Client has placed with FSP on the basis of which FSP will give advice on or act as intermediary in the purchase of a Financial Product.

1.4 Financial Product:

The mortgage, insurance policy, savings account, loan or investment asset or other products designated as such within the meaning of Section 1:1 of the Dutch Financial Supervision Act ("Wet op het financieel toezicht" or "Wft") in respect of which FSP gives advice or acts as intermediary and/or which FSP is managing on the basis of an agreement.

1.5 Product Provider:

The provider of a financial product.

Article 2: Order

2.1 An agreement between the Client and FSP shall be deemed to have been concluded upon the acceptance of an Order by FSP or upon the commencement of its performance by FSP. FSP is authorised to refuse any Orders placed with it without giving reasons, even after it has sent a quotation for the performance of work to the Client.

2.2 All Orders placed with FSP are formed exclusively with FSP and will be carried out by FSP, even if the Client intends for the Order to be carried out by a specific person working at FSP.

2.3 Orders placed with FSP shall solely give rise to best-effort obligations on the part of FSP and not to obligations to achieve a specific result, unless the nature of the Order or what has been agreed between the parties indicates otherwise.

2.4 Unless agreed otherwise in writing, any time periods stated by FSP within which FSP will carry out the Order placed with it shall never be a strict deadline ("fatale termijn"), meaning that time is not of the essence.

2.5 The present General Terms and Conditions have also been stipulated for the benefit of the directors and/or partners of FSP and all persons working for FSP. They shall continue to apply even if the above-mentioned directors/partners and/or other persons working for FSP are no longer working for FSP.

2.6 Any procurement terms and conditions or other terms and conditions to which the Client refers when accepting an offer or quotation or when concluding an agreement shall not be applicable, unless they have been accepted by FSP unconditionally and in writing.

Article 3: Offers and quotations originating from the Product Provider and advice given by FSP

3.1 Any offers or quotations presented to the Client by FSP on behalf of a Product Provider shall be without any engagement, unless expressly provided otherwise, and shall be subject to acceptance by the Product Provider concerned.

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3.2 The Client cannot derive any rights from calculations made by FSP regarding the costs of a financial product and any resulting impact of such costs on the Client's monthly financial obligations. These calculations should be regarded as being provisional and indicative and may be subject to subsequent changes in interest rates and premiums. A definitive calculation of the monthly financial obligations can only be made by FSP after a Product Provider has issued a quotation that has been accepted by the Client.

3.3 The advice given to the Client by FSP represents a snapshot in time and is based on simplified assumptions regarding the legislation and regulations in force at that time. A definitive calculation of the monthly financial obligations can only be made by FSP after a Product Provider has issued a quotation that has been accepted by the Client.

Article 4: Communication

4.1 If the Client has sent any digital message to FSP, the Client may only assume that the message has reached FSP if the Client has received confirmation of its receipt, other than an automatic confirmation of receipt.

4.2 General information provided by FSP, whether or not at the Client's request, on the internet or otherwise shall be without any engagement and shall never be regarded as advice given by FSP in the context of an Order placed with FSP, unless any statement made by FSP provides otherwise or the advice is tailored to the Client's personal situation.

4.3 Until the Client has notified FSP of a change in their address, FSP may assume that the Client can be reached at the address provided by them when the Order was placed, including the Client's email address.

Article 5: Engagement of third parties

5.1 FSP is authorised to engage third parties, where necessary, in the performance of the Order placed with FSP. Any costs incurred in engaging these third parties will be passed on to the Client.

5.2 Insofar as FSP is required to make use of any opinions prepared by external advisers, including opinions of accountants, lawyers, tax advisers, etc., when carrying out the Order it has received, FSP shall, wherever possible, consult with the Client in advance and exercise due care in selecting the third party or parties concerned. FSP shall not be liable for any (culpable) shortcomings in the performance of such external advisers.

5.3 FSP shall be responsible, in the same way as for its own employees, for the third parties engaged by FSP when carrying out the Order placed with FSP who cannot be regarded as external advisers within the meaning of Article 5.2 above, such as agency workers, external accounting firms, etc.

Article 6: Fee and payment

6.1 The fee payable to FSP for its services may be included in the amounts to be invoiced to the Client by the Product Provider; alternatively, an hourly rate, a fixed fee, or a combination of the two can be agreed between FSP and the Client.

6.2 FSP is entitled to annually increase its rates, including any subscription costs, with effect from 1 January in conformity with the Consumer Price Index (CPI) for all households published by Statistics Netherlands ("Centraal Bureau voor de Statistiek" or "CBS"), based on the base year 2006 = 100 or in accordance with a fixed percentage as agreed between FSP and the client.

6.3 Any changes in taxes and/or levies imposed by the government will always be passed on to the Client. FSP is entitled to subsequently increase the agreed rates if, following acceptance of the Order, there are increases in the costs of materials or services required for carrying out the Order and/or in other costs affecting FSP's cost price.

6.4 Where FSP works on a fee-for-service basis, an advance payment may be charged, which the Client must pay before FSP starts performing the Order.

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6.5 FSP's invoices must be paid by the Client within the period stated on the invoice and in the manner prescribed by FSP, unless agreed otherwise in writing.

6.6 If the Client fails to timely pay any premiums for any insurance taken out by them, the Product Provider may suspend cover under the insurance and, in the event of damage, refuse to pay compensation. If the premium and/or interest payments concern a mortgage that has been taken out, the Product Provider may also decide to proceed with an enforcement sale of the property to which the mortgage taken out relates. In such cases, FSP shall never be liable in relation to the Client.

6.7 The set-off by the Client of amounts charged by FSP for its services against a counterclaim made by the Client or the Client's suspension of their payment in connection with a counterclaim made by the Client shall only be permitted insofar as such counterclaim has been expressly and unconditionally acknowledged by FSP or has been finally and conclusively established by a court of law.

6.8 If the Client fails to pay the amounts invoiced by FSP within the agreed period of time, the Client shall owe the statutory interest on the outstanding amount without any notice of default being required. If the Client also fails to pay the outstanding amount to FSP after having received notice of default, FSP may outsource the recovery of its claim against the Client, in which case the Client is also required to reimburse the extrajudicial debt collection costs. The extrajudicial debt collection costs are capped at €6,775.00 and will be determined in accordance with the following scale:

- on the first €2,500.00: 15%, with a minimum of €40.00;
- on the next €2,500.00: 10%;
- on the next €5,000.00: 5%;
- on the next €190,000.00: 1%;
- on the excess: 0.5%

6.9 Any payments made by the Client shall always be first applied to settle all interest and costs that are due and then to settle the oldest outstanding invoices, even if the Client indicates that the payment concerns a more recent invoice.

6.10 If, in FSP's opinion, the Client's creditworthiness gives cause to do so, FSP is authorised to suspend the provision of its services until the Client has provided sufficient security for its payment obligations.

Article 7: Information to be provided by the Client

7.1 The Client shall always provide FSP, both on request and proactively, with all relevant information required by FSP for the proper performance of the Order placed with FSP. This shall include, but is not limited to, the situation where changes occur in the Client's family composition, income, financial circumstances, business purpose, business scale, stock management, etc. which are such that FSP should adapt its advice accordingly or that financial products already purchased may no longer be adequate.

7.2 FSP can only fulfil its duty of care towards the Client if the Client strictly complies with the provisions of article 7.1.

7.3 If the information required for the performance of the agreed Order is not made available to FSP or is not made available to FSP in good time or in accordance with the agreements made, or if the Client has otherwise failed to comply with their duty to provide information or other obligations, FSP shall be entitled to suspend the performance of the Order.

7.4 The Client shall bear full responsibility for the accuracy and completeness of all information they provide to FSP. If the failure to provide information in a timely, accurate or complete manner means that FSP must spend more time or incur additional costs in performing the Order, FSP shall charge the fee following from such extra time and/or the costs to be additionally incurred to the Client.

7.5 If it is subsequently found that the Client has provided incorrect or incomplete information on the basis of which FSP performed the Order, the Product Provider may be entitled, pursuant to its (general) insurance policy terms and conditions, to terminate the insurance or loan (with immediate effect) or to decide not to pay compensation for any damage suffered.

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Article 8: Liability on the part of FSP

8.1 The liability of FSP and the liability of its directors, its employees and the persons engaged by FSP in the performance of the Order shall always be limited to the amount paid out in the relevant case under FSP's professional liability insurance, including the excess to be borne by FSP. Further information on the professional liability insurance will be provided to interested parties on request.

8.2 In the event that FSP's professional liability insurance referred to in article 8.1 does not provide cover in a specific case, the liability of FSP and the liability of its directors, its employees and the persons engaged by FSP in the performance of the Order shall be limited to a maximum of the total fee charged to the Client in respect of the Order giving rise to the damage incurred. If FSP has not charged the Client a fee for its services, the liability of FSP and its affiliates shall be limited to the premium charged to the Client by the Product Provider.

8.3 The performance of the Order shall solely be carried out for the benefit of the Client. Third parties cannot derive any rights from the work performed for the Client.

8.4 FSP shall never be liable for any damage suffered by the Client or third parties as a result of incorrect or incomplete information provided by the Client or information not provided in time by the Client.

8.5 FSP shall never be liable for damage of any kind arising from errors in software or other computer programmes used by FSP.

8.6 FSP shall never be liable for damage of any kind arising from the fact that (email) messages sent to FSP by the Client have not reached FSP.

8.7 FSP shall never be liable for damage of any kind arising from the Client's failure to timely pay the premiums and/or interest charged to them in respect of financial products purchased by them following FSP's intermediation.

8.8 FSP shall never be liable for damage of any kind arising from the fact that a financing contingency agreed between the Client and their counterparty has expired.

8.9 FSP shall never be liable for damage of any kind arising from the fact that the Product Provider fails to ensure or timely ensure that the documents required for the execution of the mortgage deed are ready and/or the fact that the funds have not been transferred, or have not been timely transferred, to the notary's client account.

8.10 If FSP gives advice or acts as an intermediary in the purchase of financial products that include an investment component, FSP will provide a forecast of the potential returns on the product in question. This will only be an indication. FSP shall never be liable for any damage suffered by the Client or third parties arising directly or indirectly from a (disappointing) development of the value of financial products and/or (disappointing) results, returns, profitability, etc. of financial products.

Furthermore, FSP shall not be liable for any damage suffered as a result of errors or inaccuracies in forecasts provided by third parties, including any Product Provider, regarding expected results, returns, profitability, etc.

8.11 The provisions of this article shall not affect FSP's liability for damage caused by a deliberate act or omission or deliberate recklessness of FSP's employees and other persons working under its direction.

8.12 The Client is entitled to terminate any agreement with FSP if FSP culpably fails to fulfil its obligations towards the Client even after notice of default has been properly given to FSP. Payment obligations that arose prior to the date of termination and/or that concern services already provided must be complied with by the Client in full.

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Article 9: Force majeure

9.1 FSP shall not be obliged to comply with any obligation if this is not reasonably possible for FSP as a result of changes in the circumstances existing at the time FSP accepted its obligations which have taken place through no fault of FSP.

9.2 A failure to perform an obligation on the part of FSP shall in any event not be deemed to be a culpable failure and shall not be at FSP's risk in the event of default and/or a shortcoming in the performance on the part of or at its suppliers or providers, subcontractors, carriers and/or other third parties engaged, in the event of fire, strikes or lock-outs, riots or civil commotion, war, government measures, including export, import or transit bans, frost and any other circumstances that are such in nature that performance can no longer be required of FSP.

Article 10: Protection of personal data

10.1 Personal data provided to FSP by the Client shall not be used or disclosed by FSP to third parties for any purposes other than the performance of the Order placed with FSP or for the sending of mailings and the like to the Client by FSP, except where FSP is obliged by law or in the interest of public order to disclose the relevant data to an authority designated for that purpose within the scope of FSP's business operations.

10.2 If the Client objects to their personal data being included in any of FSP's mailing lists etcetera, FSP shall remove the data in question from the relevant file at the Client's first written request.

Article 11: Complaints authority

11.1 FSP is registered with Klachteninstituut Financiële Dienstverlening (the Dutch Financial Services Complaints Institute or "KIFID") under number 300.012460 (= KIFID number for You Sure). Any dispute arising from quotations, offers and agreements to which these terms and conditions are applicable may be submitted, at the Client's option, for a legally binding decision to either Geschillencommissie Financiële Dienstverlening (the Dutch Financial Services Disputes Committee) or a civil court.

11.2 FSP shall have the option of not cooperating with a binding decision.

Article 12: Forfeiture of rights

12.1 On pain of the forfeiture of rights, all complaints relating to work carried out by FSP or the amounts invoiced by FSP must be submitted to FSP in writing within 60 days of the time when the Client received the documents, information or invoice to which their complaint relates, or when the Client could reasonably have become aware of the shortcoming in FSP's performance identified by the Client. The lodging of a complaint shall never suspend the Client's payment obligations.

12.2 All claims and other powers that the Client has, regardless of their legal basis, in connection with work carried out by FSP shall in any event be forfeited upon the expiry of five years after the date on which the Client became aware or could reasonably have become aware of the existence of such claims and powers.

Article 13: Miscellaneous

13.1 All offers and quotations issued by FSP and all Orders accepted by FSP shall be governed by Dutch law.

13.2 In the event that any agreements made between FSP and the Client in writing differ from the provisions set out in these general terms and conditions, the written agreements shall prevail.

13.3 If the parties have made agreements that deviate from these general terms and conditions and this is evidenced by any written document, such deviating agreements shall prevail. Any deviations from and/or additions to these general terms and conditions shall only be binding for FSP to the extent that they have been expressly agreed in writing between FSP and the Client.

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13.4 If any provision of these general terms and conditions appears to be invalid, then only that provision shall be excluded from application; all other provisions shall remain in full force and effect.

13.5 FSP is entitled to unilaterally amend these general terms and conditions at any time. Should FSP decide to amend these general terms and conditions, it shall notify the Client and simultaneously send them the amended general terms and conditions. The Client is entitled to object to the applicability of the amended terms and conditions within 30 days of the date of notification of the amendments concerned. In that case, the parties shall consult with each other on the contents of the applicable general terms and conditions. If the Client fails to object to the general terms and conditions as amended, they shall govern the agreements made between the parties with effect from the date mentioned by FSP.

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