

1. Applicability

1.1 These General Conditions form an integral part of all agreements and govern all related juridical and other acts between M.N. Léons B.V., a private limited liability company ("Léons"), and the other party, and all legal relationships between Léons and third parties, and have been stipulated also for the benefit of Léons' managing directors and shareholders, the managing directors of those shareholders and the persons who work or have worked for Léons.

2. Performance of the agreement

2.1 The other party cannot base any rights on manifest clerical errors in an offer or an order confirmation, an erroneous calculation or estimate of the premium and taxes applying to the insurance (of the insurer)

2.2 All the services provided by Léons are provided to the best of its knowledge and ability and in accordance with good professional standards. Léons uses its best endeavours to achieve the best possible result, but expressly cannot warrant that a specific result will be achieved.

2.3 The other party must provide in a timely manner and in the desired form all the information of whose importance to the performance of the assignment it is or should be aware or that Léons requires in its opinion to correctly perform the agreement. The other party warrants that that information is correct, complete and reliable.

3. Payment

3.1 Léons' remuneration consist of a fee or commission or brokerage determined on the basis of the insurance premium. Other remuneration elements may include the brokerage for settlement of damages, recourse payments, interest income on assets and/or additional payments by insurers for services provided for the benefit of insurers.

3.2. The other party must pay the amounts charged to it within the term stated in the invoice. The other party is aware that failure to pay the premiums charged to it, or to do so in a timely manner, may mean that the insurance taken out by it or the provisions made by it do not cover the insured risk.

3.3 The other party does not have a right of set-off and does not have the right to suspend any payment obligation towards Léons.

3.4 The other party is in default towards Léons on the mere expiry of a credit period. Léons then has the right to inform the other party's insurer in question accordingly and to take or arrange for such measures as are appropriate under the insurance policy, including but not limited to suspension of the coverage or termination of the insurance agreement.

3.5 Default interest is payable by the other party to Léons as from the last day of the credit period at the latest on all amounts that have not been paid by that day, at the statutory interest rate that applies in the Netherlands at that time, increased by a surcharge of 3%.

3.6 If the other party is in default in relation to Léons, it must reimburse all the judicial and extrajudicial costs incurred by Léons. The extrajudicial costs to be reimbursed by the other party amount to at least 15% of the unpaid amount, subject to a minimum of EUR 250, to be increased by the VAT due on that amount, if any. Every amount received from the other party first serves as payment of any interest and costs due, as referred to in Article 3.4 and 3.5, and then as payment of the oldest invoices. This order of payment also applies if the other party states a different order.

3.7 Léons has the right to set off any amounts received for the benefit of the other party (including compensation paid and premiums refunded) against established claims, on any ground, against the other party, regardless of whether they are immediately payable.

3.8 If the agreement gives rise to any (additional) activities after termination of the agreement that Léons is required to perform, the additional costs involved are payable by the other party and Léons will separately charge those costs to the other party.

4. Liability and indemnity

4.1 If Léons is liable towards the other party on the above grounds or on the grounds of a wrongful act and/or any other contractual obligation, its obligation to compensate is limited in all cases to the amount paid by Léons' insurance company in the case in question. If for any reason no payment is made by the insurer, Léons' obligation to compensate is limited to 5 x the commission that has been or would be charged for the insurance in question, subject to a maximum of EUR 50,000 per harmful event. One and the same service or result of a service is thereby regarded as one harmful event, regardless of how many times the other party made use of that service or that result.

4.2 If Léons has engaged third parties - including (non affiliated) brokers and sub agents - in the performance of the agreement, it is not liable for any errors on the part of those third parties, except insofar as the other party proves that Léons should not reasonably have selected that third party.

4.3 If Léons makes an error in the performance of the agreement that is apparent to the other party, the other party must immediately inform Léons accordingly. If the other party fails to report that error to Léons, Léons is not liable for the loss consequently incurred, except insofar as the loss would also have occurred if the other party had immediately reported the error.

4.4 Léons is not liable for any damage suffered by the other party as a result of liquidation or insolvency of an insurer

4.5 The limitations of liability set out in this article are stipulated also for the benefit of the third parties engaged by Léons in the performance of the agreement, which can therefore directly rely on these limitations of liability. It is therefore a third-party clause within the meaning of Section 6:253 of the Dutch Civil Code and is stipulated for no consideration in relation to every third party. The other party cannot revoke the stipulation.

4.6 Insofar as a third party incurs loss that exceeds Léons' obligation to compensate under this article, the other party must indemnify Léons against such loss.

4.7 Léons' follow-up obligations are limited to the (minimum) obligations under Section 4:20(3) of the Financial Supervision Act. After termination of the agreement with Léons the other party is obliged to transfer the financial products to another intermediary insofar the maturity of the financial products has not ended. Léons' obligations based on this agreement, including Léons' obligation under Section 4:20(3) of the Financial Supervision Act, will end upon termination of the agreement for whatever reason.

5. Expiry period

5.1 Except insofar as otherwise provided in these General Conditions, rights of actions and other powers of the other party in relation to Léons regarding the performance of the agreement by Léons in any event expire one year after the date on which the other party was or could reasonably have been aware of the existence of those rights and powers. Those rights and other powers in any event expire two years after the provision of the service in question.

5.2 Léons is in no event under any obligation to compensate two years after the provision of the service in question.

6. Governing law and competent court

6.1 These General Conditions and the agreement are governed by Dutch law.

6.2 Léons is affiliated with the Klachteninstituut Financiële Dienstverlening (Kifid) (Financial Services Complaints Tribunal) under number 300.001548. Any complaint or dispute that arises from the agreement or these General Conditions may be submitted at the other party's discretion to the Geschillencommissie Financiële Dienstverlening (Financial Services Disputes Committee) of the Kifid or to the competent court of Amsterdam, notwithstanding Léons' right to submit a dispute to the competent court of the other party's place of residence.

These General Conditions were filed with the Chamber of Commerce under number 33208413 on 9 June 2017.