

# Advisory guide

### Introduction

Through this advisory guide, we want to inform you about our office, our services, how we work and what rates we charge for this. If you are making enquiries, this information may be helpful to you. The nature of this information is general. If you would like to know what we can do for you specifically, please contact us.

### Our offices

Address Postcode and town	Zuiderhuis Schepenlaan 3 6002 EE Weert	Zuiderhuis Raadhuisplein 4 6085 BZ Horn
Telephone	+31 495 456 666	+31 495 456 666
E-mail address	info@zuiderhuis.nl	info@zuiderhuis.nl
Website	www.zuiderhuis.nl	www.zuiderhuis.nl

Address Zuiderhuis

Postcode and town Zuiderhuis

De Poort 3a

5751 CN Deurne

Telephone +31 493 352 400 E-mail address info@zuiderhuis.nl Website www.zuiderhuis.nl

AFM Zuiderhuis is registered by the Netherlands Authority for the Financial

Markets (AFM) under file reference number 12010659.

Chamber of Zuiderhuis is listed in the Commercial Register of the Chamber of

Commerce: Commerce under file reference number 13034561.

Kifid Zuiderhuis is registered with the Financial Services Complaints Tribunal

(Kifid) under registration number 300.007017.

Liability Zuiderhuis has insured its liability with JNPG under policy number

123920.

Zuiderhuis meets the requirements of the Financial Supervision Act and

Industry association is also registered with various industry associations and accreditation

bodies such as: Adfiz, FFP, SEH, NVHP, RAiA and RMiA.



### Characteristics of our office

Zuiderhuis is a trade name of Zuiderhuis Assurantiën BV and is licensed to advise and broker in:

- Non-life insurance Private and Business
- Health insurance
- Income protection insurance
- Wealth-building products
- Mortgage credit
- · Consumer credit
- · Current and savings accounts and Electronic money

### General Terms and Conditions

Our General Terms and Conditions apply to all our services and activities. Our General Terms and Conditions stipulate a limitation of our liability. Zuiderhuis filed its general terms and conditions with the Chamber of Commerce under file reference number 13034561. The general terms and conditions have been added to this service guide and can also be found on our website www.zuiderhuis.nl

### 1. Internal remuneration policy

The remuneration of our employees consists wholly or for the most part of a fixed salary. These fixed salaries within our company are in line with market conditions. Our remuneration policy offers the possibility of receiving variable remuneration. The variable remuneration is linked to achieving predetermined targets. The amount of the variable remuneration varies between 0% and a maximum of 12% of the employee's salary and is linked directly to our system of internal quality assurance.

The award of variable remuneration depends on position and assessment. Our employees are addressed and assessed on integrity, quality and customer-oriented conduct. The variable remuneration is never a reason to recommend a specific amount or type of financial product. Nor does a possible increase in the fixed part of the salary depend on the amount or type of financial product recommended.

In our advice on insurance with an investment component, we take into account the possible impact of sustainability risks on the value of investments.



# 2. Sustainability risks and sustainability factors in insurance advice

Sustainability risks in insurance advice

Sustainability risks are environmental, social or governance risks with a potential material adverse effect on the value of investments.

When providing insurance advice to professional and non-professional clients, Zuiderhuis Assurantiën BV takes sustainability risks into account with regard to insurance containing an investment component. Zuiderhuis Assurantiën BV does this, among other things, by considering the extent to which the insurance policies on which it advises clients may reasonably involve environmental, social or governance conditions that could have material adverse consequences for the value of the underlying investments.

More specifically, this means that, insofar as the provider has information about this, we take into account the impact on the value of the sustainability risks in our advice. The Sustainable Finance Disclosure Regulation (SFDR) will largely apply from 10 March 2021. In the coming period, Zuiderhuis Assurantiën BV will identify the most common sustainability risks and other points for attention.

Zuiderhuis Assurantiën BV itself does not estimate the expected effects of sustainability risks on the return of the underlying investments of the recommended insurance policies. The reason for this is that Zuiderhuis Assurantiën BV has not been able to identify any sustainability risks that are relevant to the advice given.

Sustainability factors in insurance advice The Sustainable Finance Disclosure Regulation (SFDR) refers to this as the Adverse sustainability impacts statement.

Sustainability factors are environmental, social and employment issues, respecting human rights and fighting corruption and bribery. The question is whether the companies or activities in which investments are made have a negative impact on one or more of these factors.

Against the background of the scope, nature and scale of the business activities of Zuiderhuis Assurantiën BV, as well as the type of financial products on which Zuiderhuis Assurantiën BV provides insurance advice, Zuiderhuis Assurantiën BV, to a limited extent takes into account the main adverse effects on sustainability factors in its insurance advice. This because Zuiderhuis Assurantiën BV is an independent consultancy, in which investment services do not constitute a substantial part of total turnover. The costs of an individual investigation per client into the sustainability factors bear no relation to the return on the investments of this client of Zuiderhuis Assurantiën BV. For its advice, Zuiderhuis Assurantiën BV uses products from reputable providers in the Netherlands, whilst Zuiderhuis Assurantiën BV assumes these providers have



mapped out the sustainability factors. In the advice to the client, we include the sustainability factors identified by the providers, so these are in accordance with the wishes and needs of the client based on the inventory.

### 3. Independent advice

We operate completely independently. We do not have any contractual obligations that require us to advise you in favour of certain banks, insurers or other financial institutions and their products. This does not alter the fact that we do not do business with all insurers or financial institutions.

Our advice is based on the products of a limited group of insurers or financial institutions. *We* determine who they are. At your request, we will inform you which insurers or financial institutions we have selected for you. We do not advise, as the law calls it, on the basis of an objective analysis, but that does not alter the fact that our advice is objective and based on an analysis of your personal situation. We base our advice and brokerage on our experiences with these providers and on a thorough analysis of the wide choice of products. For a large number of insurance policies, we work closely together with Zuiderhuis Assuradeuren BV.

They have several powers of attorney from insurance companies, including ARAG, ASR, Avéro Achmea, DAS and Nationale Nederlanden. This means they have been authorised by these companies to accept insurance and pay (non-life) claims for our clients in the name of the company. However, we remain completely free in the choice of insurer to ensure the most suitable product for you.

### 4. Payment and savings

We work exclusively with RegioBank for payment and savings products. This does not apply to annuity savings and home savings accounts.

# 5. Independence of business

We are a completely independent company. Not a single bank, insurer or other provider of financial products has any voting rights or share in the capital of our company.

# Our method

Our approach usually consists of a number of steps. We have outlined these steps to give you an idea. How these steps are tailored to you depends on your question, wishes and financial profile. We provide additional information in our service documents. You can find our service documents on our website <a href="https://www.zuiderhuis.nl">www.zuiderhuis.nl</a>



# 1. Explanation of services

In general, our advisory process consists of the following phases:

### 1.1 Introduction and investigation

In this phase of the advisory process, we explain the work method, services, costs and aftercare of our office and the frameworks within which we advise. This includes, for example, information about our product range or the financial institutions we work with.

Not only do we provide information, we do also ask for information from you. We make an inventory of the purpose for which you request our advice and brokerage and prepare an outline inventory of your personal and financial data, i.e. your financial customer profile.

#### 1.2 Advice

We further elaborate on the information that emerged during the introduction and make an extensive inventory of your financial customer profile. Your wishes and personal financial objectives are discussed in detail and, more importantly, the priorities you set in this.

We prepare financial scenarios and calculations for you. These will give you an insight into the financial consequences of your choices. You can form your opinion based on this information. After all, it's about making choices that are financially sound for you. This is the basis for our advice.

We formulate our advice on the basis of the image that has arisen. We believe this advice is the most suitable solution for you. We explain our advice and motivate why we recommend this financial product.

### 1.3 Appropriate product solution

We compare the products of a limited number of suppliers selected by us. We look for the provider and financial product that best suits you.

#### 1.4 Contract

We subsequently broker in the conclusion of the contract(s). To ensure our advice is implemented correctly, we establish contact with the relevant financial institution and check the documents provided by this financial institution.

# 1.5 Maintenance & Aftercare

The relevant contract is often long term. After you have signed the contract, your personal situation may change. In the future, the product may no longer suit your personal situation.

After the financial product has been concluded, our services are normally limited to the statutory duty of care under the Financial Supervision Act. This means we will only inform you about any material changes in the characteristics of the financial product that you have



concluded and the legislation, insofar as this is relevant. Our aftercare is limited to that above and cannot be claimed.

If you require more extensive periodic aftercare for a financial product, we advise you to take out a separate service contract. We are happy to inform you about the content and costs of this service.

## 2. Confirmation of your instruction

We believe it is important that your instruction to our office is confirmed in writing in an official confirmation of instruction. In this confirmation, we will set out our work and remuneration as agreed with you. This confirmation of instruction is signed for approval by both you and us.

### Fee

If you take out non-life insurance or consumer credit, we receive compensation from the provider for the costs incurred by us. As regards our other activities, we charge the costs of our services directly to you. Our rate is based on the amount of time we need to provide you with appropriate advice and to broker in the conclusion of the financial product within our standard service. The time spent depends on the complexity and structure of your personal financial situation and your financial objective. These aspects are as yet unknown.

Instead, we can provide you with a rough idea of the <u>average</u> costs; for this we would like to refer you to our service documents that you can find on our website. We can inform you about the exact costs when we know your specific question. We will inform you prior to providing our services.

## Maintenance costs

We can periodically assess with you to what extent the products you have concluded are still appropriate for your current financial situation. To be able to offer this, you can use one of our service subscriptions. We offer several options, with increasing levels of service. We are happy to inform you about the content and costs of this service.

The majority of our work is exempt from VAT. If our services are subject to VAT, we will inform you in advance.

### Your personal data

To furnish you with proper advice as to which financial products and solutions suit your personal situation, we will consult you. During this consultation, we will ask you several questions. These questions relate to your knowledge of and experience with financial services, your financial situation, such as income, expenses and assets, your wishes and needs insofar as relevant for the financial advice and your willingness to bear certain risks, or your wish to hedge these appropriately, for example, by means of an insurance policy.



# We handle your data with care

We handle the information we receive from you with due care. We have taken technical and organisational measures to prevent unauthorised third parties from accessing this data. In addition, all our employees have signed a confidentiality agreement.

How do we use the data we receive from you?

We use the information we receive from you to analyse your financial situation. Based on this, we issue advice on what measures you can take to achieve the financial security you want. This may relate to the accrual of your pension, insuring certain risks or obtaining financing.

Both within the framework of drafting this advice and when asking us to implement parts of this advice, we may have to contact insurers, money lenders, loss adjusters, labour experts and other parties relevant to the financial security to be realised for you.

In the case of insurers and lenders, this concerns the information they need to be able to determine whether and, if so, under what conditions they want to make an offer to you for insurance or credit. As regards loss adjusters, this concerns information that is necessary to be able to value your property or other possessions. In the case of labour experts, this concerns your contact details, so the employment expert can contact you within the framework of an application for invalidity insurance.

We only pass on the personal data received from you to third parties when this is necessary to carry out a certain part of your instruction. And we only pass on the data these third parties really need to carry out the work requested by us.

### How long do we retain your data for?

We only retain your personal data for as long and insofar as needed by us. We will in any case keep the data that we need for the duration of our relationship or agreement. If our relationship or agreement ends, we will keep the data for the statutory retention periods applicable to us.



# What are your rights?

You are our customer. This means you have the right to determine which data we do or do not receive from you. You have other rights as well. We will summarise them below.

- a) You are always entitled to ask us for an overview of the personal data we hold on record for you. This overview is provided free of charge.
- b) If you believe we have processed certain data of you in our records incorrectly, you can ask for a correction. We appreciate this very much, because we can only do our work properly if the information we work with on your behalf is correct.
- c) If you no longer wish for us to hold certain data in our records, you can ask us to delete this information.
- d) We have explained above how we use the information we receive from you. If at any time you want to limit this use, for example, you don't want us to pass on certain data to a certain organisation, you can tell us by sending an e-mail at avg@zuiderhuis.nl.
- e) If you wish, you can ask us to forward your details to a third party, e.g. your accountant, lawyer or bank.
- f) When we receive personal information about you from third parties, for example, from your insurer, accountant, bank or other financial advisors, we will inform you of the source from which we received this information.

We may not be able to accommodate a request in all cases. If this is the case, we will tell you and explain why.



What happens if you do not provide us with certain information, or restrict us from using it?

#### 1. Non-life insurance

You must always provide us with the correct information. This is in your own interest. If in the event of damage, it subsequently appears that you have provided incorrect or incomplete information, it may be that, on the basis of the insurance terms and conditions, the insurer is entitled to reject your claim or reject part of it.

You must notify us or the insurer of changes with regard to your personal circumstances and insured items.

We expect you to check the documents you receive. Errors or misunderstandings can creep into the communication process, especially with changes relayed by telephone, but also in other cases. Has the registration number or other data been copied correctly? Is the coverage correct? If something is unclear or incorrect, please give us a call. We will take action and have it corrected, if necessary.

### 2. Financial Advice

Preparing proper financial advice can be compared to laying a puzzle. At the start of our work, the separate pieces are all mixed up in a pile. Provided we have all the pieces at our disposal, we almost always succeed in solving the puzzle and giving you a complete picture.

However, if you do not wish to provide us with certain information or restrict us in the use thereof, we are missing one or more "pieces" of the puzzle. Sometimes, we can work around that and still provide you with a final picture. In that case, we will point out that this advice may contain certain gaps, because we did not have all the information at our disposal and what the consequences thereof could be for you.

If too much information is missing, we cannot provide responsible advice and we will tell you that we are unable to do our work for you.

Complaints about how we handle your personal data

As stated above, we endeavour to treat your personal data with the utmost care. Do you have any questions about how our office handles your personal data? If so, please do not hesitate to contact us. We will answer these questions to the best of our ability.



If you have any complaints about how our office has handled your personal data, please contact our office management. We promise that this complaint will be given the attention it deserves.

If subsequently you still believe that we have not handled your personal data prudently enough, you can submit a complaint to the Dutch Data Protection Authority: www.autoriteitpersoonsgegevens.nl.

## Complaints

We aim to provide you with a professional and fair service. However, sometimes things can still go wrong. We take complaints about our services seriously and endeavour to resolve them in close consultation with you. If you believe we have not dealt with your complaint adequately, you can contact:

Financial Services Complaints Tribunal (KIFID) P.O. Box 93257 2509 AG The Hague Tel. 0900 – 3552248 www.kifid.nl

Our office is registered with Kifid under registration number: 300.007017.

### Termination of the relationship

You have the right to terminate the relationship with our office at any time, without giving notice and without incurring costs (except Zuiderhuis subscriptions). If insurance policies have been taken out through our office, you can request the insurance company or companies to transfer the current policies to another adviser of your choice. We are also free to terminate the relationship with you. In that case too, you can request the insurer to transfer your current insurance policy or policies with us to another adviser.

# Finally

We continuously aim to provide our clients with proper and professional support by giving expert and reliable financial advice. The quality of our service is paramount. We trust this advisory guide has given you a fair idea of what we can do for you. If you have any questions, feel free contact us. We are happy to assist you.

### Zuiderhuis



### Zuiderhuis 2012 General Terms and Conditions no. 1

GENERAL TERMS AND CONDITIONS PERTAINING TO ADVICE, BROKERING AND MANAGEMENT SERVICES PROVIDED BY ZUIDERHUIS IN THE FIELD OF RISK MANAGEMENT, INSURANCE, PENSIONS, MORTGAGES, BANKING, EMPLOYEE BENEFITS AND OTHER RELATED FINANCIAL PRODUCTS AND SERVICES

### 1. GENERAL.

- 1.1 These general terms and conditions apply to agreements whereby Zuiderhuis, hereinafter also referred to as the contractor, provides advice to the client, whether or not on a claim basis, mediates in insurance and administers policies, unless the parties have expressly agreed otherwise in writing.
- 1.2 Whenever these general terms and conditions refer to "client", this must be understood to mean any natural person or legal entity who is or will be in a contractual relationship with the contractor in connection with advice to be provided and work to be performed by the contractor.
- 1.3 If the client uses general terms and conditions and refers to them, an explicit objection will be made to their applicability. General terms and conditions contrary to these terms and conditions are not accepted by the contractor.
- 1.4 If any provision of these general terms and conditions is found to be void, only the provision in question does not apply. All other provisions will continue to be valid.

#### 2. AGREEMENT.

- 2.1 An agreement is concluded only after the contractor has signed a "contract for services". Any additional agreements or changes made later will only bind Zuiderhuis after its written confirmation.
- 2.2 Zuiderhuis reserves the right to refuse instructions, without having to state the reasons.
- 2.3 Whenever these terms and conditions refer to client, this also includes its (authorised) representatives, heirs and other successors in title.

### 3. EXECUTION.

- 3.1 Zuiderhuis will execute the instruction with due care and at all times provide relevant written advice.
- 3.2 If it has been agreed that the instruction will be executed in phases, Zuiderhuis may postpone the provision of advice and activities that form part of a following phase until the client has approved the results in writing and has paid for the results of the preceding phase.
- 3.3 If it has been agreed that the instruction will be executed in phases, the client can withdraw the instruction after completion of one or more phases, provided this is done in writing and in which case the fee and any costs in accordance with Articles 6.2 and 10.1 will then be due up to the phase after which the instruction was cancelled. The client cannot return the instruction if he himself is in default with the fulfilment of his obligations.



### 4. EXECUTION TERMS.

- 4.1 All terms stated by Zuiderhuis for the execution of the assignment are indicative and estimated to the best of its ability. If the period is exceeded, Zuiderhuis will notify the client thereof in writing as soon as possible.
- 4.2 If a deadline is exceeded, the client can revoke the instruction without incurring further costs, provided that this is justified according to the standards of reasonableness and fairness. In that case, the client must settle phases that have already been completed (see Article 3) with the contractor.

### 5. CONFIDENTIAL INFORMATION.

5.1 Each party will take all reasonable precautionary measures in order to protect the confidentiality of information received from the other party within the framework of the execution of the agreement.

### 6. COOPERATION BY THE CLIENT.

- 6.1 When the client needs to cooperate in the execution of the agreement, the client will promptly provide all useful, correct and necessary data or information in writing at all times, when asked.
- 6.2 If information necessary for the execution of the agreement is not available to Zuiderhuis or not in a timely fashion or not in accordance with the arrangements, or if the client does not fulfil his obligations in any other way, this may give rise to suspension of the execution of the agreement and the client may be charged for additional costs, at the customary rates of Zuiderhuis.

### 7. CHANGES AND CONTRACT EXTRAS.

- 7.1 Zuiderhuis will inform the client in writing as soon as possible if a change and/or addition to the instruction to be agreed between the parties will affect the time of completion of the instruction.
- 7.2 If a fixed fee has been agreed for the instruction, Zuiderhuis will inform the client in writing in advance if and to what extent a change or addition to the agreement to be agreed upon will result in the agreed fee being exceeded.



### 8. FEE AND PAYMENT.

- 8.1 Except when the parties have agreed on a fixed fee upon conclusion of the agreement, the fee will be determined by the factors of hours spent x applicable hourly rate.
- 8.2 If after conclusion of the agreement the level of wages and costs rises, Zuiderhuis is entitled to increase the fixed fee as well as the basic hourly rate accordingly, subject to a maximum of 10%. In that case, the client can dissolve the agreement, without any obligation on the part of the contractor to compensate damage, by whatever name.
- 8.3 The fee is exclusive of turnover tax (VAT).
- 8.4 The client will pay all expense claims in accordance with the payment conditions set out on the expense claim. In the absence of specific conditions, the client will pay the invoice from Zuiderhuis within 30 days of the date of the invoice. Payment will be made without deduction, set-off or suspension for whatever reason.
- 8.5 If the client fails to pay the amounts due within the agreed period, the client, without any notice of default being required, will owe statutory interest on the outstanding amount, from the due date of the invoice to the date of full settlement. If after receiving a notice of default the client continues to fail to pay the invoice, the claim can be outsourced, in which case the client, in addition to the total amount owed in that instance, will further be required to pay extrajudicial collection costs, the amount of which is set at 15% of the total fee amount. In addition, the client will owe the full court costs.
- 8.6 When the agreement is concluded, Zuiderhuis will be entitled to charge advance payments to the client, which will be deducted from the fee to be ultimately invoiced. The provisions of Article 8.1 to 8.4 apply to these advance payments in full.
- 8.7 If the creditworthiness of the client gives cause to do so, Zuiderhuis may also demand further security afterwards, during the term of the agreement, failing which Zuiderhuis may suspend the execution of the agreement.

### 9. NON-ATTRIBUTABLE FAILURE.

- 9.1 Zuiderhuis is not obliged to fulfil any obligation if this is not reasonably possible for Zuiderhuis as a result of changes that occurred through no fault of Zuiderhuis in the circumstances existing at the time the obligation was entered into, which are not at its risk by virtue of the law or generally accepted standards.
- 9.2 Zuiderhuis is entitled to claim payment of the fee associated with the advice that had already been provided before the non-attributable circumstance causing the failure occurred and insofar as they have independent value. The client must, in any case, pay the full costs of third parties hired and other costs incurred for him.

#### 10. ENGAGEMENT OF THIRD PARTIES.

10.1 It is possible to engage third parties when necessary or desirable for the correct execution of the agreement, the costs of which, unless it concerns a fixed fee, will be passed on to the client in accordance with the quotations to be provided by those third parties, on the understanding that the engagement of third parties is discussed



with the client in advance.

#### 11. LIABILITY.

- 11.1 With regard to attributable shortcoming, the total liability of Zuiderhuis for all direct and indirect damage suffered by the client, irrespective of the way in which a possible claim is based, whether on attributable shortcoming, or an unlawful act or otherwise, will in no case exceed an amount equal to the lower of the following two amounts: € 500,000.00 or an amount equal to (excluding turnover tax) 100 times the total fee stipulated for the advice provided by Zuiderhuis. Advice that builds on each other is deemed to be one advice, on the understanding that for the calculation of the maximum liability in the case of related or
- 11.2 advice that builds on one another, a maximum of the total fee for the related or further advice over a period of the last twelve months prior to the moment of attributable shortcoming will be taken into account.
- 11.3 For compensation of damage due to exceeding of terms referred to in Article 4, Zuiderhuis, in the event of an attributable shortcoming, is only liable up to the amount of the fee that relates to the agreement in which the term has been exceeded. Furthermore, Zuiderhuis does not guarantee the correctness or completeness of information or advice provided by the contractor before the agreement is concluded, nor for advice and information not provided in writing by Zuiderhuis. Zuiderhuis is also not liable for damage if the client fails to fulfil its responsibilities or if the client provides or has provided incorrect, poor or incomplete information.
- 11.4 All liability for any type of damage that may ensue from errors in computer software used is excluded, unless and insofar as the supplier of that software accepts liability and the damage can be recovered from him.
- 11.5 The client will indemnify Zuiderhuis in the event of claims from third parties. The client will never address employees of Zuiderhuis or third parties engaged by Zuiderhuis.

# 12. LAPSE OF RIGHTS.

12.1 After five years from the date of the provision of the advice, any right of the client visà-vis Zuiderhuis with regard to damage caused by any shortcomings and/or errors on the part of Zuiderhuis in the execution of the agreement will lapse.

### 13. APPLICABLE LAW AND DISPUTES.

- 13.1 All agreements between Zuiderhuis and the client are governed by the laws of the Netherlands.
- 13.2 All disputes will be settled exclusively by the competent court in the place of business of Zuiderhuis, even if the client is established abroad.
- 14. CHANGES AND ADDITIONS TO THE GENERAL TERMS AND CONDITIONS. Changes and/or additions to these General Terms and Conditions are binding on the parties to the agreement with effect from the day following the day on which they were sent.