

FitVermogen HypotheekFit Additional Terms and Conditions

October 2016



HypotheekFit Additional Terms and Conditions

These Additional Terms and Conditions supplement the FitVermogen Agreement and Terms and Conditions. Where the Additional Terms and Conditions of HypotheekFit are in conflict with the FitVermogen Agreement and Terms and Conditions, the Additional Terms and Conditions of HypotheekFit prevail.

Section 1. Definitions

In addition to the definitions referred to in the FitVermogen Agreement and Terms and Conditions, the following definition(s) apply:

Lender

The bank or other institution that grants a mortgage loan to the customer.

Article 2

The HypotheekFit account can be held in one name or in two names (joint account). Where reference is made to 'you' in the case of a joint account, this also refers to the joint account holder. The provisions in the FitVermogen agreement concerning the joint account also apply to this agreement.

Article 3. Pledge

- 3.1 Your investment account is pledged to the lender. A deed of pledge signed by both you and the lender is included in our file for this purpose.
- 3.2 Transactions, with the exception of the purchase of Securities or use of a switch order, can only be executed after obtaining the consent of the lender. If you want to make a change, FitVermogen must receive authorisation from the lender.
- 3.3 If the pledge lapses with the consent of the lender and the account is not terminated, then the investment account will be administered as a regular FitVermogen account.

Article 4. Specific features

- 4.1 The investment account was blocked in connection with the pledge. This means that as long as the investment account is blocked, you and/or the joint account holder can only make deposits on the investment account or make a switch between funds; you and/or your joint account holder cannot sell funds and subsequently transfer the proceeds to the contra account.
- 4.2 The value of a HypotheekFit account can only be disbursed to the lender. The lender must make known to FitVermogen by means of an order that the account may be unblocked and the value disbursed.

Article 5. Deposit

- 5.1 Deposits are made from the bank account as referred to in the FitVermogen Agreement and Terms and Conditions.
- 5.2 Notwithstanding the provisions in 4.1, deposits can also be made by means of a (regular) transfer by the lender.
- 5.3 Any other deposit on the investment account is deemed to have been unduly made. These deposits will be refunded to the bank account of origin.
- 5.4 Investments within the investment account can be made in all Securities available on FitVermogen. Each deposit is used in accordance with the distribution of Securities specified by the customer.

Article 6. Death

- 6.1 If the account is held in one name and you die, then the agreement is terminated. The value of the investment account will be disbursed in the manner specified by the lender.
- 6.2 If the account is held in two names (joint account) and one of the two account holders dies, the account remains intact. The account remains blocked until it appears from an official statement by the lender who may have access to the account or to whom the balance of the account must be disbursed.
- 6.3 If the account is held in two names (joint account) and both account holders die at the same time, then the agreement is terminated at the time of death. The value of the investment account will be disbursed in the manner specified by the lender.

Article 7. Liability

- 7.1 The accounts of FitVermogen are binding with respect to whether an investment account has been pledged to the lender. A pledge only exists if FitVermogen is in possession of the signed and dated deed of pledge. FitVermogen is not liable for the consequences of incorrect or incomplete pledge accounts, unless it is conclusively established that all the required information has been provided and FitVermogen has failed to properly administer the pledge.
- 7.2 FitVermogen is not liable for any tax consequences that result from actions by you or third parties with respect to the investment account.

Article 8. Final provisions

The investment account forms part of the tax base of Box 3 (Taxable income from savings and investments) of the Personal Income Tax Act 2001.