# Definitive offer

# From NIBC









Dear Mr ... and Ms ...,

Thank you for choosing NIBC! We have received and reviewed all the documents necessary for your mortgage application. Please find enclosed our definitive offer and accompanying annexes.

### What is covered in this definitive offer?

- Breakdown of your mortgage
- Security to be provided for your mortgage
- Your loan
- Miscellaneous
- Questions and complaints
- Acceptance of your definitive offer
- Annexes to this definitive offer

### Date of definitive offer

25 September 2020

### Valid until

25 September 2020

### Loan number 25

September 2020

### Definitive offer for 25

September 2020

### Your adviser 25

September 2020

### Your lender

NIBC

PO Box 380 2501 BH 'S-GRAVENHAGE

### Do you accept this definitive offer?

Please sign the statement of acceptance and ask your advisor to return it to us. Please make sure that we receive it by 9 October 2020.

### What happens next?

Once you have accepted this definitive offer, you have until 20 January 2021 to sign the mortgage deed at the civil-law notary's office.

### Any questions?

Please contact your adviser or go to www.nibc.nl.

Yours sincerely,

Michel Kant Richard Leijnse

NIBC Direct Hypotheken B.V. NIBC Direct Hypotheken B.V.

# 1. Breakdown of your mortgage

Your lender NIBC Direct Hypotheken B.V. is the lender of your mortgage loan. Where we refer to 'NIBC' in this definitive offer, we mean 'NIBC Direct Hypotheken B.V.'.

# Your mortgage with NIBC

Below is a summary of your NIBC Mortgage. NIBC prepared this definitive offer based on the information provided in your application. These items will be discussed in more detail later on in this definitive offer.

Amount you wish to borrow together	EUR	590,000.00
Amount contributed from your own resources	EUR	23,915.00
Total gross monthly mortgage payments for the fixed-rate period in		
this definitive offer	EUR	2,093.31

# 2. Security to be provided for your mortgage

As security for repayment of your mortgage loan, you will mortgage your home to NIBC. This means that, in extreme cases, we may claim and sell the home if you are unable to meet your obligations. In addition, under the right of pledge we may recover your debt from the insurance company for which you provided the right of pledge, for example.

Below is a summary of all the security:

• You will give NIBC a first right of mortgage on the home situated atin AMSTERDAM for an amount of

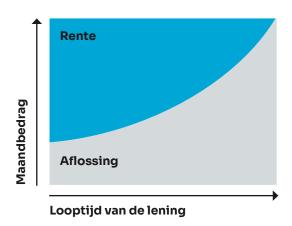
EUR 690,000.00 EUR 590,000.00

The market value applied to this home is

### 3. Your loan

Your mortgage consists of one loan part. Below is a breakdown of your mortgage along with the repayment details.

You will be expected to pay the same instalment every month for this loan part. At first you will mainly pay interest, whereas later on you will pay more and more in repayment. This loan part will have been repaid in full at the end of its term.



# Loan part Annuity based

	Amount of this loan part	EUR 590,000.00		
	Term for this loan part	30 years		
	Number of monthly payments	360		
•	Maturity date	1 December 2050		
•	Nominal interest rate	1.70 %		
•	Annual percentage rate of charge  1.9			
•	Fixed-rate period	10 years		
•	Interest review date	1 November 2030		
	Monthly payment during this fixed rate period (interest + principal)	EUR 2,093.31		
	National Mortgage Guarantee	No		

# How is the interest rate for this loan part calculated?

The interest rate for this loan part comprises several components, which together form the nominal interest rate.

Basic rate 1.30%
Maximum LTV surcharge 0.40 %
Nominal interest rate 1.70 %

# **Maximum LTV surcharge**

A high loan to value (LTV) ratio - i.e. a high mortgage loan relative to the market value of your collateral - increases our risk. To hedge this risk, you are required to pay a higher interest rate. This is referred to as a maximum LTV surcharge. Our risk decreases if the value of your property goes up or as you make repayments on the loan. This may lower the maximum LTV surcharge for you and, with it, your interest payments. The table below shows the percentage by which your maximum LTV surcharge is reduced if the value of your property drops to or below the market value percentage stated.

	LTV ratio	Risk surcharge
•	up to 106%	0.40%
•	up to 95%	0.20%
•	up to 80%	0.10%
•	up to 65%	0.10%

The LTV ratio in this mortgage offer is 100% (rounded off). The percentages that apply to you are indicated in bold type.

This loan part has an expected maturity date. If the start date of the loan part changes, the term and monthly instalment will also change.

### **Check our website**

For more information on our interest rates, please check our website: www.nibc.nl.

# 4. Your mortgage costs

### **One-off costs**

Cost of home purchase brokerage
 Cost of mortgage registration
 Cost of valuation
 Cost of bank guarantee
 Cost of brokerage and/or advice for the loan
 Total one-off costs
 EUR 7,080.00
 EUR 850.00
 EUR 750.00
 EUR 1,995.00
 EUR 11,265.00

# **Recurring costs**

In addition to one-off costs, recurring costs may apply, for example home or term life insurance premiums. These costs are not known to NIBC and are therefore not specified here.

# Early repayment of your mortgage

You may always repay your mortgage earlier than agreed. In some cases, however, this is subject to a penalty payment. Please contact your adviser to find out whether early repayment is the right choice for you.

### Please note

Taking out your mortgage may involve costs that are not known to us. These costs are therefore not included in this definitive offer.

# Summary of your mortgage costs

Below is a summary of the total cost of your NIBC Mortgage. It is not possible to exactly calculate what the total costs will be at the beginning of the mortgage. Our calculations are therefore an estimate; the amounts are subject to change. The amounts may change if the interest rate changes during the term of the mortgage, for example.

In order to nevertheless give an indication of the total costs, the amounts stated have been calculated on the basis of the following guiding principles and assumptions:

- for the calculation of interest costs, it is assumed that the interest rate in this definitive offer will apply forthe entire term of the mortgage, for a maximum of 360 months;
- no changes are made during the term of the mortgage, such as additional repayments;
- no account has been taken of any tax aspects and costs paid by you to third parties (such as civil-law notaryfees/valuation costs);
- all loan parts in this definitive offer have been added up in order to determine the total cost.

Below we will explain what data we used to calculate the total cost and how we made the calculation.

### Interest and repayment of the mortgage

- we assume that the interest rate stated in this definitive offer will remain the same through the mortgage loan maturity date, for a maximum of 360 months;
- we assume that the mortgage will not change through the maturity date. We take only the agreed repayments into account, not any additional amounts you might wish to repay in the interim;
- if you have been given a temporary discount on the interest rate in this definitive offer, we have included this temporary discount in the calculation of the total interest amount.

### Other costs

- Any other costs to be paid by you, for example for a National Mortgage Guarantee, have been included in the summary;
- You may also be required to pay one-off costs, for example costs for a bank guarantee, penalty interest or administrative costs for converting the mortgage. These have been included in this summary;
- If an investment account or an insurance policy is attached to this mortgage, the corresponding costs a restated in the insurance company's or the investment institution's proposal;
- The calculation of the total cost of your mortgage does not include: the costs of a valuation report, the costs of a civil-law notary and any other costs you may be required to pay directly, for example to your financial adviser;
- In addition, we have not taken the effect of tax rules into account.

### **Total cost**

**Total cost** 

To determine the total cost, we added up all parts of the loan.

# Loan part: 101

Total amount of interest to be paid
 Total amount of the loan part to be repaid
 EUR 163,592.01
 EUR 590,000.00
 EUR 753,592.01

5. Miscellaneous

Which Terms & Conditions apply to this mortgage?

This mortgage is subject to the NIBC Mortgage Terms & Conditions of October 2018. This definitive offer is based on the information provided by you as requested by us in connection with the assessment of the mortgage application. If you sign this final offer, the Terms & Conditions above will apply to this entire mortgage.

### Mortgage interest deduction

Please be aware that your mortgage must meet certain conditions if you wish to continue deducting the interest on your mortgage after changing or refinancing your mortgage loan. Since 1 January 2013, you are required to repay your mortgage according to an at least annuity-based repayment schedule over a maximum period of 360 months. Are you refinancing your mortgage after 1 January 2013? Or are you changing your mortgage after 1 January 2013? Or are you moving to a different home after 1 January 2013? Your mortgage must continue to follow at least the original repayment schedule if you wish to keep the mortgage interest deduction in those cases.

Therefore, make sure to have an expert check the progress of the repayment schedule before changing your mortgage. This will avoid having your loan no longer meet tax requirements and you losing the mortgage interest deduction. Ask your tax adviser or the Tax and Customs Administration for more information.

# 6. Questions and complaints

At NIBC, we are committed to providing the best service possible. There may of course be times that you are not completely satisfied, or have a complaint. We would be very sorry to hear that. There are several ways to communicate your complaint to us:

- You can contact your adviser, ... The adviser is your first point of contact and looks after your interests.
- Call us: contact NIBC. You can call us on +31 (0)800 409 40 94. We will be happy to help.
- Send us a letter: you can send it, along with any copies of documents or information that clarify your complaint, to the following address:

NIBC Direct Hypotheken B.V. Carnegieplein 4 2517 KJ 's-Gravenhage

We will try to resolve your complaint to the best of our ability. Should you still not be entirely satisfied, you can also contact Kifid:

Klachteninstituut Financiële Dienstverlening (Kifid) PO Box 93257 2509 AG Den Haag +31 (0)70 - 333 89 99

# 7. Acceptance of your final offer

If you accept this final offer, please sign the documents Signing of mortgage offer and SEPA direct debit mandate. Please make sure that we receive them by 9 October 2020.

Amersfoort, 25 September 2020

Michel Kant B.V. Richard Leijnse

NIBC Direct Hypotheken B.V.

# 8. Signing the statement of acceptance

The statement below sets out our mutual agreements, which you accept by signing this final offer. Please read the statement carefully, fill in the missing details, and sign below. The signatures of all applicants are required. The statement entails the same for all of you.

The following applicants make a statement below:

- We accept the mortgage offered in this final offer and the accompanying ESIS under the conditions stipulated.
- The NIBC Mortgage Terms & Conditions of October 2018 are part of this final offer.

  We have received and reviewed them. We accept the mortgage as set out in this final offer and the corresponding terms and conditions as set out in the NIBC Mortgage Terms & Conditions of October 2018 and other documents. We would like the civil-law notaries' firm ................. to prepare and execute the mortgage deed granting a first right of mortgage in the amount of EUR 690,000.00.
- We declare that we will use the home to live in ourselves.
- We declare that we consent to our citizen service numbers being requested and used to exchange information with the Tax and Customs Administration.

Citizen service number			
Citizen service number			
We declare that we have completed the information truthfully.			
City/town:	Date:		

# Annexes to your final offer

- SEPA direct debit mandate
- European Standardised Information Sheet (ESIS)
- Terms & Conditions
- Privacy statement
- You received this document from us previously as an annex to the interest rate offer. The current version is always available at www.nibc.nl/privacy.

# **SEPA** direct debit mandate

### **Our details**

Name: Stichting Ontvangsten Hypotheekgelden Address: Carnegieplein 4, 2517 KJ 'S-GRAVENHAGE

Collector ID: NL77ZZZ342933670000

### Your details

Loan number:

Registered in the name of:

Address:

By signing this form, you authorise:

- Stichting Ontvangsten Hypotheekgelden to send, on behalf of NIBC Direct Hypotheken B.V., recurring direct debit orders to your bank to debit your account for the amounts payable for your loan (including interest, principal repayments and other costs); and
- your bank to debit your account for the amounts payable for your loan (including interest, principal repayments and other costs) on a recurring basis in accordance with the order from Stichting Ontvangsten Hypotheekgelden.

If you dispute any debit, you can have the amount of the debit refunded by contacting your bank within 8 weeks of the transaction. Ask your bank about the conditions.

# Signature(s)

### **Additional information**

NIBC will send you confirmation of the monthly payment amounts to be debited at least six days before the first debit withdrawal from your account.

NIBC Direct Hypotheken B.V. may take over this mandate from Stichting Ontvangsten Hypotheekgelden or transfer it to another party to be designated by NIBC.

The mandate will not be used before we have concluded the mortgage loan agreement with you.

# **European Standardised Information Sheet (ESIS)**

This document was drafted for Mr... and Ms... on 25 September 2020.

This document was drafted on the basis of the information that you have thus far provided, and on current financial market conditions.

The information below will remain valid through 9 October 2020, apart from the interest rate and other costs. After that date, it may change in line with market conditions.

This ESIS does not constitute an obligation for NIBC Direct Hypotheken B.V. to grant you a loan.

### 1. Lender

Name NIBC Direct Hypotheken B.V. Telephone number +31 (0)800-4094094

Address Carnegieplein 4

2517 KJ 'S-GRAVENHAGE

# 2. Credit intermediary

Name Telephone number Address E-mail address Fax number

You use the services of a credit intermediary for advisory and brokerage services in relation to the mortgage. NIBC Direct Hypotheken B.V. does not provide these services. You will need to pay a fee for the advice and brokerage services. The amount of this fee will be agreed between you and your credit intermediary. NIBC Direct Hypotheken B.V. does not pay fees of any kind to your credit intermediary.

### 3. Main features of the loan

Amount and currency of the loan to be granted EUR 590,000.00

Duration of the loan 360 months

Type of loan Mortgage loan

Total amount to be repaid EUR 753,592.01

This means that you will pay back EUR 1.28 for every euro borrowed.

This amount is provided for comparative purposes only, and it can vary over time.

Assumed value of the property for purposes of preparing this information sheet EUR 590,000.00 Maximum amount of credit available relative to the value of the property 100.00 %

Example: maximum amount of credit for the property EUR 590,000.00

Security right of mortgage

Loan part number

Amount and currency of the loan to be granted

Duration of the loan

Type of loan

Fixed-rate period

Total amount to be repaid

EUR 590,000.00

Annuity based

120 months

EUR 753,592.01

For purposes of calculating the interest costs on the total amount to be repaid, it is assumed that the interest rate will apply for the entire duration of the loan.

These rates are published at www.nibc.nl.

### 4. Interest rate and other costs

The annual percentage rate of charge (APRC) is the total cost of the loan expressed as an annual percentage. The APRC is provided to better enable you to compare various information sheets.

Loan part number

The APRC applicable to your loan is 1.95 %

It comprises:

Interest rate1.70 %

Prorated costs to be paid at loan level on a one-off or recurring basis

This APRC is calculated based on assumptions regarding the interest rate for the entire duration of the loan.

### Loan

Costs to be paid on a one-off basis

Cost component Amount Payee
Cost of home purchase brokerage EUR estate agent
Cost of mortgage registration EUR civil-law notary

Cost of valuation EUR valuer
Cost of bank guarantee EUR financier

Cost of brokerage and/or advice for the loan EUR credit intermediary

Costs to be paid on a regular basis

Cost component Amount Payee
Cost of home insurance EUR insurer

The conditions and due dates of payment will be agreed between you and the payee.

The following costs are not known to the lender and are therefore not included in the APRC:

- Cost of term life insurance
- Cost of structural survey

You will need to pay a fee to register the mortgage. Please make sure that you are aware of all other taxes and costs associated with your loan.

# 5. Frequency and number of payments

Loan part number

Repayment frequency monthly Number of payments 360

### 6. Amount of each instalment

EUR 2,093.31

Your income could change. Please consider whether you will still be able to afford your monthly repayment instalments with a lower income.

# 7. Additional obligations

The borrower must comply with the following obligations in order to benefit from the lending conditions described in this document.

In order to obtain the loan described in this form, you must:

 take out buildings insurance (home insurance) that covers at least the reinstatement value of your propertyin the event of fire or storm damage.

For more information on this and other obligations, please refer to our Terms & Conditions.

Please note that the lending conditions described in this ESIS (including the interest rate) may change if these obligations are not complied with.

Please note the possible consequences of terminating at a later stage any of the ancillary services relating to the loan. Any failure to comply with these obligations during the term of the loan may be cause for the lender to call in the loan.

### 8. Early repayment

You have the option to repay this loan early, either in full or in part.

This is subject to the following conditions.

You may repay the loan early at any time. You will owe a penalty if, on the early repayment date, our interest rate for a similar loan is lower than the interest you are paying at that time. This penalty compensates us for lost interest. In some cases you will not owe a penalty, irrespective of the interest rate.

For a detailed explanation, please refer to the documents mentioned in the final offer in the text block 'Terms & Conditions'.

### Amount used as a basis to calculate the exit charge

- 1. The starting point is the amount you wish to repay.
- 2. We will reduce this amount by the percentage of the loan that you are allowed to repay each year without charge, taking into account any additional repayments made earlier in the current year.
- 3. This yields the amount used as a basis to calculate the exit charge.

Calculation of the exit charge to be paid:

4. We then calculate what you would otherwise have paid through:

- the end of the fixed-rate period or
- the end of the term of your loan, if that period is shorter than the remaining fixed-rate period. We calculate this using the interest rate that then applies to your loan.
- 5. We make the same calculation with the current interest rate that then applies to a similar mortgage under the same terms and conditions as your present loan. This is referred to as the comparison rate.
- 6. The difference between these two amounts is the amount we will no longer receive as a result of thea dditional repayment.
- 7. You will pay back the difference to us in one lump sum, rather than over the remaining months of yourfixed-rate period or loan term. We therefore adjust the exit charge downwards, applying a standard method. This is the ultimate amount in exit charges that you will be paying.

# **Examples**

### Example 1: Interest-only loan (or loan part) with a lower comparison rate

Step 1	You want to make an extra payment				EUR	25,000.00
Step 2	Amount you can repay each year without incurring an exit charge	EUR	5,500.	00		
	Exempt amount repaid in 2020 Exempt amount remaining in 2020	EUR	5,000.	00	EUR	-500.00
Step 3	The exit charge is calculated on the basis of:				EUR	24,500.00
Step 4	Total monthly payments based on the 5.2% interest rate you would be required to pay us through the end of your fixed-rate period of 56 months and 10 days		EUR	5,980.0	00	
Step 5	Total monthly payments based on the 3.7% comparison rate you would be paying us through the end of your fixed-rate period of 56 months and 10 days		EUR	4,255.0	0	
Step 6	The difference that we will not receive because the current interest rate you will be paying is lower than the interest rate you currently pa	ıy.	EUR	1,725.0	O	
Step 7	Exit charge due		EUR	1,650.0	0	
Example	2: Interest-only loan (or loan part) with a higher comparison rate					
Step 1	You want to make an extra payment				EUR	25,000.00
Step 2	Amount you can repay each year without incurring an exit charge	EUR	5,500.	00		
Exempt a	mount repaid in 2020 Exempt amount remaining in 2020	EUR	5,000	.00	EUR	-500.00
Step 3	The exit charge is calculated on the basis of:				EUR	24,500.00
Step 4	Total monthly payments based on the 5.2% interest rate you would be required to pay us through the end of your fixed-rate period of 56 months and 10 days				EUR	5,980.00
Step 5	Total monthly payments based on the 5.7% comparison rate you would be paying us through the end of your fixed-rate period of 56 months and 10 days				EUR	7,656.00
Step 6	The difference that we will not receive because the current interest rate you will be paying is lower than the interest rate you currently pa	ıy.			EUR	0.00
Step 7	Exit charge due				EUR	0.00

### Example 3: Interest-only loan (or loan part) with an equal comparison rate

Step 1	You want to make an extra payment			EUR	25,000.00
Step 2	Amount you can repay each year without incurring an exit charge	EUR	5,500.00		
	Exempt amount repaid in 2020 Exempt amount remaining in 2020	EUR	5,000.00	EUR	-500.00
Step 3	The exit charge is calculated on the basis of:			EUR	24,500.00
Step 4 Total monthly payments based on the 5.2% interest rate you would be required to pay us through the end of your fixed-rate period of 56 months and 10 days				EUR	5,980.00
Step 5 Total monthly payments based on the 5.2% comparison rate you would be paying us through the end of your fixed-rate period of 56 months and 10 days				EUR	5,980.00
Step 6	Step 6 The difference that we will not receive because the current interest rate you will be paying is lower than the interest rate you currently pay.			EUR	0.00
Step 7	Step 7 Exit charge due			EUR	0.00

Should you decide to repay this loan early, please contact us to ascertain the exact level of the exit charge at that moment.

### 9. Flexible features

You have the option to transfer this loan to another lender or property. Please refer to the Terms & Conditions for more information on transferability.

# 10. Other rights of the borrower

You have 14 days from 25 September 2020 to reflect before committing yourself to taking out this loan.

# 11. Complaints

If you have a complaint please contact:

If you are not satisfied with how the lender handles your complaint please write to:

NIBC Direct Hypotheken B.V.

Carnegieplein 4

2517 KJ 's-Gravenhage +31 (0)800 - 409 40 94

If we do not resolve the complaint to your satisfaction internally, you can also contact:

Klachteninstituut Financiële Dienstverlening (Kifid) PO Box 93257, 2509 AG Den Haag

# 12. Non-compliance with the commitments linked to the loan: consequences for the borrower

Any failure on your part to make interest, principal and/or insurance premium payments on time or to meet the additional obligations set out in the 'Additional obligations' section and the obligations arising from the general terms and conditions applicable to the loan may have the following consequences for you:

- you will owe interest for late payment, and
- you must repay the loan immediately and in full, including interest in arrears and interest for late payments.

If you fail to do so, the lender may decide to initiate a forced sale of your property. This carries the risk that the proceeds of that forced sale will be insufficient to repay the total amount owed to the lender, leaving you with a residual debt.

Should you encounter or expect difficulties in making your monthly mortgage payments, please contact us immediately to explore possible solutions.

As a last resort, your home may be sold if you do not keep up with your mortgage payments and we have called in the loan. We may also sell your home at a public auction.

# 13. Supervisor

This lender is supervised by:

-De Nederlandsche Bank (DNB), information for

consumers; www.info.dnb.nl

-Authority for the Financial Markets (AFM), for

consumers; www.afm.nl/consumenten

This credit intermediary is supervised by:

-Authority for the Financial Markets (AFM), for

consumers; www.afm.nl/consumenten

# **Definitions of terms in the final offer and ESIS**

Definitive offer term	ESIS term	Definition		
Nominal interest rate	Interest rate	The nominal interest rate is the annual interest rate payable by you without taking account of the additional costs and times of payment.		
Lender	Lender	The party that provides the loan.		
Loan	Loan	A loan of money. In this case your mortgage loan.		
Economic term	Mortgage term	Total term of your loan based on the loan part with the longest term.		
Acceptance	Reflection period  If you wish to benefit from the final offer, you must accept offer before the date stated in the final offer. This is refer as the reflection period.			
		In your case, you must accept this final offer by 9 October 2020.		
Financial adviser your final offer.	Credit intermediary	This is the person/company through whom/which you requested		
Market value	Property value	This is the value of the home if it can be sold on the free market. In this case , we refer to the home as collateral.		
ESIS		<u>European Standardised Information Sheet.</u> This document revises the content and format of the current final offer and is meant to ensure that all relevant information is provided in a clear and understandable format. A uniform ESIS enables you, the consumer, to compare credit products from different providers at home and abroad.		
Annual percentage rate of charge (APRC)		The annual percentage rate of charge (APRC) is the total cost of the mortgage loan, expressed as an annual percentage of the total amount of credit. You can use the APRC to compare different credit offers. The total cost of the loan includes all costs (known to us) associated with the loan. For example: costs of home insurance and/or term life insurance, valuation costs, the costs of a structural survey, NHG suretyship commission.		
Sample repayment table  How much will you need to pay for the loan?		will need to be made during the mortgage term. It also shows		
		Please request this calculation from your financial adviser if you did not receive it.		
Validity		After acceptance, the information contained in this final offer will remain valid until the date stated in the final offer. This means that you can take out your mortgage before this date on the basis of this final offer. In your case, this final offer is valid until: 20 January 2021		
Validity		After acceptance, the information contained in this final offer remains valid until the date stated in the final offer. This means that you can take out your mortgage before this date on the basis of this final offer.		