

RECEIVABLES PROCEEDS DISTRIBUTION AGREEMENT

originally dated 21 October 2020
as lastly amended and restated on 7 June 2021

among

STICHTING DERDENGELDEN ACHMEA HYPOTHEKEN

as the Collection Foundation
and

ACHMEA HYPOTHEKEN B.V.

as the Originator

and

THE ENTITIES LISTED IN SCHEDULE 2

as the Beneficiaries

and

COÖPERATIEVE RABOBANK U.A.

as the Collection Foundation Account Bank
and

SYNTRUS ACHMEA HYPOTHEEKDIENSTEN B.V.

as the Foundation Administrator

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Schedule 1: Definitions

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THIS AGREEMENT is made on 21 October 2020 as lastly amended and restated on 7 June 2021 and made between:

1. **STICHTING DERDENGELDEN ACHMEA HYPOTHEKEN**, a foundation (*stichting*), organised under the laws of the Netherlands and established in Amsterdam, the Netherlands (the "**Collection Foundation**");
2. **ACHMEA HYPOTHEKEN B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organised under Dutch law and established in Amsterdam, the Netherlands (the "**Originator**");
3. **THE ENTITIES LISTED AS SUCH IN SCHEDULE 2** (the "**Beneficiaries**");
4. **COÖPERATIEVE RABOBANK U.A.**, a cooperative with exclusion of liability (*coöperatie met uitgesloten aansprakelijkheid*) organised under Dutch laws and established in Amsterdam, the Netherlands (the "**Collection Foundation Account Bank**"); and
5. **SYNTRUS ACHMEA HYPOTHEEKDIENSTEN B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organised under Dutch laws and established in Amsterdam, the Netherlands (the "**Foundation Administrator**"),

(together the "**Parties**").

WHEREAS:

- A. In view of the mortgage business of the Achmea Group, Syntrus Achmea Hypotheekdiensten B.V. has established Achmea Hypotheken B.V., which has the required licences and the required exemptions to grant and service mortgage loans pursuant to the Wft.
- B. The purpose of Achmea Hypotheken B.V. is to grant mortgage loans governed by Dutch law secured by a mortgage right on property located in the Netherlands and to sell and service the mortgage receivables resulting therefrom.
- C. Each Investor or its Purchaser(s) upon selection by the Investor of the Purchaser Option, as the case may be, may purchase from time to time Achmea Label Mortgage Receivables from the Originator allocated to such

Investor in accordance with the Allocation Procedure and/or may, at its option, purchase and accept the assignment of Mortgage Receivables from another Investor or other Beneficiary by means of silent assignment (*stille cessie*) in accordance with Article 3:94 Dutch Civil Code and the Achmea Mortgage Label Platform Agreement.

- D. Each Investor may assign any of its Mortgage Receivables to a New Beneficiary by means of a silent assignment in accordance with Article 3:94 Dutch Civil Code, always subject to and in accordance with the Platform Documents and the relevant Investor Documents.
- E. As a result of such silent assignment(s), the Originator shall remain to be the only party entitled to collect (*inningsbevoegd*) the payments in respect of the Mortgage Receivables until notification of such assignment(s) has been made to the Borrowers.
- F. The Collection Foundation is established to hold the Collection Foundation Accounts in order, *inter alia*, (i) to receive moneys in respect of the Mortgage Receivables on behalf of the Originator and for the benefit of each of the Beneficiaries and any New Beneficiaries up to its respective Beneficiary Collection Entitlement, (ii) to transfer to the relevant Beneficiary Collection Account(s) or such other account(s) as instructed by the relevant Beneficiary, amounts standing to the credit of the Foundation Collection Account which have been identified by the Foundation Administrator in accordance with the Transaction Documents as moneys to which such Beneficiary is entitled up to the relevant Beneficiary Collection Entitlement, (iii) to receive from time to time amounts equal to the Relevant Purchase Prices due by the relevant Beneficiary to, and for the benefit of, the Originator on the Foundation Funding Account, (iv) to transfer certain amounts to which (a) the Originator is entitled to up to the Originator Entitlement or (b) a Beneficiary is entitled to up to the relevant Beneficiary Funding Entitlement and (v) to transfer, upon the instruction of the Originator, the amounts to be transferred by the Originator to (a) the relevant civil notary or in a case of a Construction Deposit or a Further Advance, to the Borrower directly to fulfil the Originator's obligations under the Mortgage Loans and (b) Stichting WEW in case of an NHG Mortgage Loan and which amounts are standing to the credit of the Foundation Funding Account from time to time.
- G. The Borrowers under the Mortgage Loans will be instructed to pay and/or will pay interest and principal and certain other amounts in respect of the Mortgage Receivables to the Originator by paying such amounts into the

Foundation Collection Account by means of direct debit in accordance with the direct debit mandates (*incassovolmachten*) until, after having been notified of the assignment of the Mortgage Receivables to such Beneficiary and/or of the pledge to an Eligible Pledgee, they have been instructed otherwise and the Foundation Administrator is willing to undertake to transfer or procure the transfer of such amounts from the Foundation Collection Account to the relevant Beneficiary or the Originator or upon the Originator's instruction to another party as the case may be.

- H. The Collection Foundation is willing to function as a "*stichting derdengelden*" and transfer any amount deposited on the Collection Foundation Accounts onwards to the person who has been identified by the Foundation Administrator (or its successor) in accordance with the relevant Transaction Documents as being entitled to such amount or to which such amount should be transferred.
- I. The Parties laid down the arrangements in relation to the collection and the distribution of the amounts received by the Collection Foundation on the Collection Foundation Accounts in this Agreement on 21 October 2020.
- J. In view of certain amendments in the rating triggers of S&P, the Parties wish to amend and restate this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS

- 1.1 In this Agreement (including its recitals), except so far as the context otherwise requires, words, expressions and capitalised terms used herein and not otherwise defined or construed herein shall have the meanings as defined or construed in Part A of the definitions schedule attached hereto as Part A of **Schedule 1**, as the same may be amended, restated, supplemented or otherwise modified from time to time (a copy of Part A of Schedule 1 the "**Master Definitions Schedule**"). The rules of usage and of interpretation as set forth in Part C of **Schedule 1** and all other agreements and understandings between the Parties contained therein shall apply to this Agreement, unless otherwise provided herein.
- 1.2 Definitions included in Schedule 1, Part A, that refer to meanings ascribed to terms in the Achmea Mortgage Label Platform Agreement, shall have the same meaning as defined or construed in the Achmea Mortgage Label Platform Agreement, as the same may be amended, restated, supplemented or otherwise modified from time to time. For convenience and information

purposes only, an extract from the master definitions schedule of the Achmea Mortgage Label Platform Agreement as it reads at the date of this Agreement setting forth the definitions referred to in the Master Definitions Schedule is included in Part B of **Schedule 1**.

- 1.3 This Agreement expresses and describes Dutch legal concepts in English and not in their original Dutch terms. Consequently, this Agreement is concluded on the express condition that all words, terms and expressions used herein shall be construed and interpreted in accordance with Dutch law.
- 1.4 The Collection Foundation Account Bank has agreed to become a party to this Agreement only for the purpose of Clauses 1, 3.4, 5.1, 5.2, 5.4, 5.5, 6.3, 7, 8, 9, 12 up to and including 18 and it shall assume no obligations or liabilities whatsoever to the parties to this Agreement by virtue of any provision of this Agreement (especially not in relation to verify whether payments can be made) and it may rely on an instruction of the Foundation Administrator and/or the Collection Foundation.

2. COLLECTION FOUNDATION PAYMENT OBLIGATIONS

Beneficiary Collection Payment Obligation

- 2.1 The Originator will instruct the Borrowers to pay interest, principal and any other amounts due by the Borrowers under the relevant Mortgage Receivables to the Foundation Collection Account and acknowledges and agrees that, until the Borrowers have been notified of the assignment of the Mortgage Receivables and/or instructed to pay to a bank account of the relevant Beneficiary, upon receipt of such payments made by or on behalf of the Borrowers into the Foundation Collection Account, the relevant Borrowers have validly paid (*bevrijdend betaald*) such amounts to the Originator and are discharged (*gekweten*) from the relevant payment obligations as if such payments were made into a bank account in the Originator's own name. To the extent required, this acknowledgement is made for the benefit of the Borrowers by means of a stipulation for third party beneficiaries (*derdenbeding*) made irrevocable for no considerations as referred to in section 6:253 sub 4 Dutch Civil Code. Upon payment of such amounts by the Borrower into the Foundation Collection Account, the relevant Beneficiary is entitled to such payments and the Originator will ensure that such payments are forwarded to the relevant Beneficiary (as it is legally and contractually obligated to do) by instructing the Collection Foundation hereby to pay such amounts to the relevant Beneficiary from time to time.

- 2.2 The Beneficiaries hereby irrevocably and unconditionally instruct the Collection Foundation and the Collection Foundation hereby irrevocably and unconditionally undertakes with each Beneficiary to pay (from time to time) to, or to the order of, each such Beneficiary, amounts equal to the aggregate amounts payable (*verschuldigd*) to such Beneficiary in relation to the Mortgage Receivables and received on the Foundation Collection Account up to its Beneficiary Collection Entitlement, if and to the extent such amounts are identified (as further set out in Clause 3) by the Foundation Administrator in accordance with the Transaction Documents as forming part of the Beneficiary Collection Entitlement on behalf of the Originator or the relevant Beneficiary if, at the option of such Beneficiary, the Borrowers are instructed in accordance with and subject to Clause 9 to continue to pay to the Foundation Collection Account after the notification of the assignment by the relevant Beneficiary to such Borrower, provided that (i) the Mortgage Loan Services still provided by the Originator, or an entity belonging to the Originator Group, to such Beneficiary and (ii) the Foundation Administrator has access to the required data (each such undertaking hereinafter referred to as a "**Beneficiary Collection Payment Obligation**"). Each Beneficiary hereby accepts such undertaking and each New Beneficiary will accept such undertaking by acceding to this Agreement. The Collection Foundation will transfer, or will cause the transfer of, the amounts payable under each Beneficiary Collection Payment Obligation to the Beneficiary Collection Account(s) or such other account(s) as indicated in writing by such Beneficiary.
- 2.3 Each part of the Beneficiary Collection Payment Obligation will become due and payable (*opeisbaar*) as and when and to the extent one or more of the corresponding obligations of the Originator (or after notification of the Borrower of the assignment, the relevant Borrower) towards the relevant Beneficiary becomes due and payable, to the extent that the corresponding amount is received on the Foundation Collection Account.

Collection Foundation Originator Payment Obligation

- 2.4 The Originator hereby irrevocably and unconditionally instructs the Collection Foundation and the Collection Foundation hereby irrevocably and unconditionally undertakes with the Originator to pay (from time to time) to, or to the order of, the Originator, amounts equal to:
- (i) the aggregate Relevant Purchase Prices payable by the relevant Beneficiaries on such date to the Originator and received on the Foundation Funding Account pursuant to the relevant Transaction

Documents, less any Relevant Purchase Price that has to be repaid by the Originator pursuant to the Transaction Documents as calculated by the Originator under the Transaction Documents; and

- (ii) the respective Monthly Fee Instalment and, at the option of the Originator, any other fee amounts, costs and expenses, subject to the relevant Transaction Documents and unless otherwise agreed upon in such Transaction Documents, payable by the relevant Beneficiaries on such date to the Originator which is due but has not been paid by the relevant Beneficiary and standing on the Collection Foundation Accounts, as calculated by the Originator under the Transaction Documents, only if and to the extent such amounts can be deducted from the relevant Beneficiary Entitlement;

if and to the extent such amounts are identified (as further set out in Clause 3) by the Foundation Administrator in accordance with the Transaction Documents as forming part of the Originator Entitlement (the "**Collection Foundation Originator Payment Obligation**").

- 2.5 The Originator hereby irrevocably and unconditionally instructs the Collection Foundation and the Collection Foundation hereby irrevocably and unconditionally undertakes with the Originator to pay, upon the instruction of the Originator, amounts corresponding to amounts the Originator has to pay to the relevant civil-law notary, Stichting WEW or the relevant Borrower directly subject to and in accordance with the Mortgage Loans, to the extent such amounts can be deducted from the Originator Entitlement.
- 2.6 The Collection Foundation irrevocably and unconditionally undertakes with the Originator to, at the instruction of the Originator, transfer from the Foundation Collection Account to the Foundation Funding Account an amount equal to the Relevant Purchase Prices due and payable by the relevant Beneficiary in case the relevant Beneficiary fails to comply with its obligation under the Transaction Documents to pay such Relevant Purchase Price in advance which is not remedied within the remedy period set out in the relevant Transaction Documents, whether or not by reference, only if and to the extent such amount can be deducted from the relevant Beneficiary Entitlement.
- 2.7 Each part of the Collection Foundation Originator Payment Obligation will become due and payable (*opeisbaar*) as and when and to the extent one or more of the corresponding obligations of the Beneficiaries towards the Originator becomes due and payable, to the extent that the corresponding

amount is received on the Foundation Funding Account or the Foundation Collection Account, as the case may be.

Beneficiary Funding Payment Obligation

- 2.8 The Beneficiaries hereby irrevocably and unconditionally instruct the Collection Foundation and the Collection Foundation hereby irrevocably and unconditionally undertakes with such relevant Beneficiary to pay (from time to time) to, or to the order of, the relevant Beneficiary, amounts equal to the aggregate Relevant Purchase Prices which are to be repaid by the Originator to the relevant Investor pursuant to the relevant Transaction Documents, provided that such amounts (i) are standing to the credit of the Foundation Funding Account and (ii) do not form part of the Relevant Purchase Prices paid by, or to be repaid to, another Beneficiary, in each case up to its Beneficiary Funding Entitlement, if and to the extent such amounts are identified (as further set out in Clause 3) by the Foundation Administrator in accordance with the Transaction Documents as forming part of the Beneficiary Funding Entitlement (the "**Beneficiary Funding Payment Obligation**" and together with the Beneficiary Collection Payment Obligations and the Collection Foundation Originator Payment Obligation, the "**Collection Foundation Payment Obligations**").
- 2.9 Each part of the Beneficiary Funding Payment Obligation will become due and payable (*opeisbaar*) as and when and to the extent one or more of the corresponding obligations of the Originator towards the relevant Beneficiary becomes due and payable.

Collection Foundation Payment Obligations

- 2.10 The Collection Foundation, each of the Beneficiaries and the Originator hereby acknowledge that:
- (a) each Collection Foundation Payment Obligation constitutes an undertaking, obligation and liability of the Collection Foundation to the relevant Beneficiary or the Originator, as the case may be, which is separate and independent from, and without prejudice to, the obligations of the Beneficiary or the Originator, as the case may be, under the relevant Transaction Documents;
 - (b) each Collection Foundation Payment Obligation constitutes an own separate and independent claim (*eigen en zelfstandige vordering*) of the relevant Beneficiary or the Originator, as the case may be, to receive payment of its Collection Foundation Payment Obligation

from the Collection Foundation; and

- (c) the rights of the Beneficiaries and the Originator under the other Transaction Documents are not, and will not, be adversely affected or altered by this Agreement.

2.11 To the extent a Beneficiary or the Originator irrevocably (*onherroepelijk*) and unconditionally (*onvoorwaardelijk*) receives any amount in payment of the relevant Collection Foundation Payment Obligation from the Collection Foundation, (i) the obligation of the Originator vis-à-vis such Beneficiary or (ii) the obligation of such Beneficiary vis-à-vis the Originator to transfer the corresponding amounts under the relevant Transaction Documents to which such Beneficiary is a party shall be reduced by an equal amount so received. Each such Beneficiary and the Originator agrees and acknowledges that receipt of such amounts by the relevant Beneficiary or Originator, as the case may be, constitutes a full discharge of (the relevant part of) the relevant Collection Foundation Payment Obligation.

2.12 It is agreed that the Collection Foundation will only function as a passive payment address (*betaaladres*) in respect of amounts owed under the Mortgage Receivables and that it will not itself obtain any claim (*vorderingsrecht*) for payment against (i) any Borrower in respect of such Mortgage Receivables or (ii) any Beneficiary in respect of the Transaction Documents or the Originator in respect of the Transaction Documents.

3. INSTRUCTIONS

3.1 The Collection Foundation hereby appoints the Foundation Administrator as its agent and administrator and instructs the Foundation Administrator to render the services as set forth in this Agreement and the Foundation Administrator hereby accepts such appointment and instructions on the terms and subject to the conditions of this Agreement. The Parties agree that the Foundation Administrator for its own account and at its sole discretion may appoint one or more third parties to provide any of its services on its behalf, provided that such appointment shall not release or discharge the Foundation Administrator in any way from its obligations and/or liabilities under this Agreement.

3.2 The Collection Foundation hereby instructs the Foundation Administrator to make determinations and calculations of each Beneficiary Entitlement and the Originator Entitlement (in accordance with the entitlements of the relevant Beneficiary or the Originator under the Transaction Documents)

and the Collection Foundation Payment Obligations, which determinations and calculations shall be binding in the absence of a manifest error, subject to proof to the contrary. The Collection Foundation hereby instructs the Foundation Administrator to transfer the amounts corresponding to relevant Beneficiary Entitlement to the relevant Beneficiary and the Originator Entitlement to the Originator, on or prior to each relevant Monthly Payment Date, or such earlier time as required pursuant to this Agreement:

- (i) after moneys are received on the Collection Foundation Accounts up to the relevant Beneficiary Entitlement to the relevant Beneficiary Collection Account(s) set forth in **Schedule 3** from time to time or such other account as indicated by the relevant Beneficiary. Each Beneficiary undertakes to inform the Collection Foundation of any such other account and, upon having received such information, the Foundation Administrator will on behalf of the Collection Foundation update Schedule 3 hereto. The Parties agree that the Collection Foundation shall in no circumstance be liable for such information provided by any Beneficiary not being accurate and/or complete. The Parties agree that the administration of the Collection Foundation on the basis of the information relating to the Beneficiary Collection Accounts received by the Collection Foundation from the Beneficiaries from time to time and correctly processed in the administration of the Collection Foundation shall, in the absence of manifest error, be binding. In case the Originator becomes aware of an error or is notified by a Beneficiary of an error and is provided with any and all relevant information required to process any information relating to such Beneficiary, the Originator shall rectify such error as soon as reasonably practicable in its administration; and
- (ii) after moneys are received on the Foundation Funding Account up to the relevant Originator Entitlement to the account as indicated by the Originator, without any set off or counterclaim of whatever kind.

The Foundation Administrator hereby accepts such instruction.

- 3.3 The Collection Foundation hereby instructs the Foundation Administrator to transfer the amounts corresponding to the amounts the Originator has to pay to the relevant civil-law notary, Stichting WEW or the relevant Borrower directly subject to and in accordance with the Mortgage Loans, and to the extent such amount can be deducted from the Originator Entitlement as set out in Clause 2.4 of this Agreement, to the account of such civil-law notary, Stichting WEW or such Borrower as indicated by the Originator. The Foundation Administrator hereby accepts such

instruction.

- 3.4 The Originator and each of the Beneficiaries hereby instruct the Foundation Administrator to provide to the Collection Foundation such information as the Collection Foundation may reasonably require to determine whether moneys paid into the Collection Foundation Accounts are payable to the relevant Beneficiary or the Originator, as the case may be.
- 3.5 Each of the Originator and Beneficiaries agree that the calculations of the Foundation Administrator shall be binding in the absence of a manifest error, subject to proof to the contrary. The Foundation Administrator shall, upon request of any of the Originator or the Beneficiaries, substantiate its calculations and in case of any error, remedy such error as soon as reasonably possible but in any event within three (3) Business Days. The Foundation Administrator hereby accepts such instruction.
- 3.6 The Foundation Administrator shall provide the Collection Foundation, or, upon instruction of the Collection Foundation or the Beneficiaries directly, with overviews of the calculations and payments to be made to the relevant Beneficiary or the Originator, as the case may be, on a monthly basis.
- 3.7 The Originator and each of the Beneficiaries hereby irrevocably instruct the Foundation Administrator to the extent required by way of mandate (*lastgeving*), to collect payments due by Borrowers in respect of the Mortgage Receivables on the Foundation Collection Account and to cause or continue to cause the payments by the Borrowers under the Mortgage Receivables to be transferred to the Foundation Collection Account, in the name of the Originator or the relevant Beneficiary, provided that upon notification of the assignment of the Mortgage Receivables to the relevant Borrowers, the written instructions of the relevant Beneficiary shall prevail over this instruction. The Foundation Administrator hereby accepts such instruction.
- 3.8 The Originator undertakes towards the Collection Foundation and each Beneficiary to instruct (i) the Borrowers to pay to the Foundation Collection Account and not to instruct the Borrowers to pay any amounts in respect of the Mortgage Receivables into an account other than the Foundation Collection Account without the prior written approval of the relevant Beneficiary and (ii) Stichting WEW to pay any amounts under any NHG Guarantee and NHG Advance Right, if possible, to the Foundation Collection Account and not to instruct Stichting WEW to pay into an account other than the Foundation Collection Account without the prior

written approval of the Beneficiaries jointly.

- 3.9 The Originator and each of the Beneficiaries requests and instructs the Collection Foundation to receive amounts due in respect of the Mortgage Receivables by means of direct debit in accordance with the direct debit mandates (*incassovolmachten*) (unless the Borrower has withdrawn such instruction) and the Originator will ensure that the Collection Foundation is duly authorised to receive amounts due in respect of the Mortgage Receivables by means of direct debit in accordance with the direct debit mandates (*incassovolmachten*) (unless the Borrower has withdrawn such instruction), whether in its own name or as authorised representative (*gemachtigde*) of the Originator, with the power of substitution. The Originator represents that the Collection Foundation is duly authorised to receive by means of direct debit amounts in respect of the Mortgage Receivables unless the Borrower has withdrawn such instruction.
- 3.10 The Foundation Administrator is hereby instructed by the Collection Foundation to, and will on behalf of the Collection Foundation, arrange for all direct debits in accordance with Clause 3.9 to be made from the account of the Borrowers in respect of amounts due on the Mortgage Receivables which the Collection Foundation is authorised and, if applicable, licenced to make and shall debit the amount in respect of the Mortgage Receivables from the account of the Borrowers into the Foundation Collection Account.
- 3.11 The Foundation Administrator undertakes towards the Collection Foundation and each of the Beneficiaries neither to follow instructions from the Originator or any third party, nor to take the initiative to transfer amounts in respect of the Mortgage Receivables from the account of the Borrowers to an account other than the Foundation Collection Account without the prior written approval obtained by the Originator of each of the relevant Beneficiaries and the Collection Foundation. For the avoidance of doubt, neither the Originator nor the Collection Foundation shall instruct the Foundation Administrator or the Borrowers to transfer amounts in respect of the Mortgage Receivables from the account of the Borrowers to an account other than the Foundation Collection Account without actually having obtained the required approvals mentioned above and the Foundation Administrator may rely on such approval of each of the Collection Foundation and each of the Beneficiaries.
- 3.12 The Originator, to the extent required upon instruction by way of mandate (*lastgeving*) by each of the Beneficiaries, undertakes to answer any queries from any relevant Borrower for whatever reason relating to the Collection Foundation.

- 3.13 For the avoidance of doubt, each Beneficiary hereby authorises the Originator to continue to collect the Mortgage Receivables purchased by and assigned to such Beneficiary in its own name but for the account of that Beneficiary on the Foundation Collection Account on the basis of a mandate (*lastgeving*), until the relevant Borrowers are notified of the assignment of the Mortgage Receivables to such Beneficiary.
- 3.14 No amount shall at any time be withdrawn by the Collection Foundation or the Foundation Administrator from the Collection Foundation Accounts at the instruction of or for the account of the Originator or any Beneficiary, unless the Foundation Administrator on behalf of the Collection Foundation shall first have ascertained itself that no other Party is entitled to (part of) such amount pursuant to this Agreement.
- 3.15 If the Collection Foundation or the Foundation Administrator on its behalf transfers an amount to any Party who is not entitled to such amount (including as a result of a reversal (*stornering*) of a direct debit by a Borrower and/or amounts which have been paid in excess to the collection actually received), the relevant Party will as soon as possible upon becoming aware or being notified thereof and in any event within three (3) Business Days, retransfer such amount or transfer the same amount to the relevant Collection Foundation Account, to the extent such amount exceeds (i) in respect of a Beneficiary, the relevant Beneficiary Collection Entitlement and/or the relevant Beneficiary Funding Entitlement, as the case may be, as calculated on the immediately preceding Monthly Calculation Date or (ii) in respect of the Originator, the Originator Entitlement as calculated on the immediately preceding Monthly Reporting Date.
- 3.16 The Foundation Administrator will procure that it has the required licences to act on behalf of the Collection Foundation and to ensure that either the Collection Foundation needs no licence or, if a licence is required to act as Collection Foundation, it will inform the Collection Foundation thereof and shall undertake its best efforts to ensure that the Collection Foundation will timely obtain the required licence or licences to perform its functions under this Agreement.
- 3.17 Notwithstanding anything to the contrary set forth in this Agreement, each of the Collection Foundation and the Foundation Administrator will procure that any amounts held on the Collection Foundation Accounts for the benefit of a party that is considered to form part of the Public, shall be distributed ultimately on the fourth calendar day following the day on

which moneys are received and provided it has received the required information to determine which amount is due to each of the Beneficiaries or the Originator, as the case may be. Each Beneficiary hereby confirms to the Collection Foundation that it does not form part of the Public.

4. REPLACEMENT OF THE FOUNDATION ADMINISTRATOR

4.1 The Foundation Administrator undertakes towards each of the Beneficiaries and the Collection Foundation that the entity replacing the Foundation Administrator as the servicer providing the Mortgage Loan Services under the Achmea Mortgage Label Platform Agreement shall accede to this Agreement or enter into an agreement substantially in the form hereof to replace the Foundation Administrator to provide the calculations (and, if requested, make payments) which it is required to make under this Agreement on behalf of the Collection Foundation and to comply with this Agreement. Until such entity has been appointed, the Foundation Administrator shall continue to perform such services under this Agreement.

4.2 Upon the replacement of the Foundation Administrator pursuant to this Clause 4, the Foundation Administrator shall at the request of the Collection Foundation forthwith deliver to the Collection Foundation, the new foundation administrator or to such person as the Collection Foundation shall direct all information, to the extent the Foundation Administrator has such information available, needed in the sole opinion of the Collection Foundation to identify the amounts payable under each Collection Foundation Payment Obligation.

5. UNDERTAKINGS

5.1 The Collection Foundation hereby undertakes and covenants towards each of the other Parties that it shall:

- (a) keep in force all licences, approvals, authorisations and consents which may be necessary in connection with the performance of its obligations under the Collection Foundation Documents;
- (b) not take action (including any instruction, decision or approval) to dissolve the Collection Foundation, enter into a legal merger (*juridische fusie*) or legal demerger (*splitsing*) involving the Collection Foundation or to have the Collection Foundation request the court to grant a suspension of payments (*surseance van betaling*) or to declare its bankruptcy (*faillissement*) or any analogous

insolvency proceedings under any Applicable Law for the appointment of a receiver or a similar officer of it or of any or all of its assets;

- (c) not grant a right of pledge or any other security interest in favour of any third party (including but not limited to the Collection Foundation Account Bank) on all or parts of its claims for payment which the Collection Foundation has and will have against the Collection Foundation Account Bank from time to time in connection with moneys (including but not limited to moneys received in respect of the Mortgage Receivables) which have been or will be paid from time to time into the Collection Foundation Accounts (other than in the Collection Foundation Accounts Rights Pledge Agreement);
- (d) other than in the Collection Foundation Accounts Rights Pledge Agreement, not pledge its assets for the benefit of any other entity or make any loans or advances to any entity;
- (e) maintain books and records separate from any other person or entity;
- (f) maintain its account separate from those of any other person or entity;
- (g) not commingle (*vermengen*) its assets with those of any other entity;
- (h) conduct its own business (if any) in its own name;
- (i) maintain separate financial statements (to the extent required by law);
- (j) perform each of its obligations under this Agreement and the other Collection Foundation Documents and when performing such obligations it will comply with Applicable Laws, including the Regulation on the Protection of Personal Data;
- (k) observe all formalities required by its articles of association;
- (l) as long as any amounts under or in connection with the Mortgage Receivables are paid into the Collection Foundation Accounts, it will not amend its articles of association unless (i) having taken into account the interests of the Beneficiaries as a whole and the well-functioning of the Collection Foundation and (ii) approved by the

Originator and a simple majority of the Beneficiaries;

- (m) not have any affiliates or employees (other than its directors);
- (n) not guarantee or become obligated for the debts of any other entity or hold out its credit as being available to satisfy the obligations of others, except as provided for in this Agreement;
- (o) not incur any debt, nor acquire obligations, nor securities (other than as provided for in this Agreement);
- (p) subject to Clause 5.4, only open an account with the Collection Foundation Account Bank;
- (q) use separate stationery, invoices, and checks from any other entity;
- (r) hold itself out as a separate entity;
- (s) correct any known misunderstanding regarding its separate identity;
and
- (t) comply with all undertakings made by its Director in the Collection Foundation Management Agreement.

5.2 Each Party hereby acknowledges and agrees that there will be no overdraft on the Collection Foundation Accounts by it. The Collection Foundation Account Bank may rely on instructions of the Foundation Administrator and/or the Collection Foundation and has no obligation to verify their instructions. The Collection Foundation Account Bank shall not comply with any direction of the Foundation Administrator or the Collection Foundation in respect of the Collection Foundation Accounts if, together with other directions given by the Foundation Administrator or the Collection Foundation, such direction would result in an overdraft of the Collection Foundation Accounts. The Foundation Administrator shall only transfer amounts standing to the balance of the Collection Foundation Accounts in accordance with the Collection Foundation's obligations under this Agreement, provided that as a result of reversals (*storneringen*) by Borrowers it may be that the Collection Foundation Accounts will have a debit balance in which case Clause 3.15 applies.

5.3 The Originator undertakes towards the Collection Foundation and each of the Beneficiaries to forthwith, but in any event within five (5) Business Days, transfer to the Foundation Collection Account any amounts received

by it in respect of the Mortgage Receivables from a Borrower on a bank account other than the Foundation Collection Account.

- 5.4 If at any time the Collection Foundation Account Bank is assigned a rating below the Required Ratings, the Foundation Administrator on behalf of the Collection Foundation will notify any relevant Rating Agencies thereof and will as soon as reasonably possible, but at least within the Relevant Remedy Period, ensure that payments to be made by the Collection Foundation Account Bank will be fully guaranteed pursuant to an unconditional and irrevocable guarantee which complies with what is set out in the applicable criteria of the Rating Agencies or transfer the Collection Foundation Accounts to a new account provider, provided that (i) such guarantor or new account provider shall be (x) a bank established in the Netherlands having the Required Ratings or (y), if none of the banks established in the Netherlands has the Required Ratings, a bank established in any other country within the European Union having the Required Ratings and (ii) a right of pledge is vested on the rights in respect of such accounts under a pledge agreement upon terms substantially the same as the Collection Foundation Accounts Rights Pledge Agreement, including, for the avoidance of doubt, the terms with respect to the release of any right of pledge, any right of set off and any right of suspension of performances pursuant to the applicable general conditions of the new account provider. The Collection Foundation Account Bank agrees to pay any reasonable costs incurred by the Collection Foundation as a result of the action described in this Clause. In addition, the Collection Foundation may, at its own discretion or at the request of a Beneficiary, open additional accounts to the Foundation Funding Account provided that (i) such new account provider shall be a bank established in the Netherlands having the Required Ratings and (ii) a right of pledge is vested on the rights in respect of such accounts under a pledge agreement upon terms substantially the same as the Collection Foundation Accounts Rights Pledge Agreement, including, for the avoidance of doubt, the terms with respect to the release of any right of pledge, any right of set off and any right of suspension of performances pursuant to the applicable general conditions of the new account provider. The Collection Foundation shall open such account upon a reasonable request of a Beneficiary provided that the conditions set forth in this Clause are met, unless it would no longer be able to meet its obligations under this Agreement. In such case the Collection Foundation will consult such Beneficiary to find a solution acceptable for both such Beneficiary and the Collection Foundation, taking into account the interests of all Beneficiaries. The Foundation Administrator shall notify the Rating Agencies as soon as practicable possible in case such additional account has been opened.

5.5 The Foundation Administrator, on behalf of the Collection Foundation and the Originator, undertakes that no collections by means of direct debit will be made to the Foundation Collection Account other than with respect to Borrowers under the Mortgage Receivables.

6. ACCESSION OF NEW BENEFICIARIES

6.1 At any time a New Investor accedes to the Achmea Mortgage Label Platform Agreement, such New Investor accedes and becomes a party to this Agreement as a New Beneficiary upon completion, execution and delivery of an Accession Letter. All Parties hereby irrevocably agree to such New Investors becoming a party to this Agreement following completion, execution and delivery of the Accession Letter by such New Investor and the delivery of a Confirmation Letter by the Originator on behalf of the other Parties to the New Investor and (for the avoidance of doubt) each Party hereby grants an irrevocable power of attorney to the Originator to do such further acts as may be deemed required to agree to such new parties to accede to this Agreement on such Party's behalf, including to enter into a new collection foundation account rights pledge agreement.

6.2 If at any time an Investor selects the Purchaser Option and/or Mortgage Receivables are sold and assigned to its Purchaser by way of a silent assignment, such Purchaser or assignee, accedes and becomes a party to this Agreement as New Beneficiary upon completion and execution of an Collection Foundation Accession Notice and acceptance thereof by the Collection Foundation on behalf of the other Parties. All Parties hereby irrevocably agree to such Purchaser becoming a party to this Agreement following completion and execution of the relevant Collection Foundation Accession Notice and (to the extent not yet given) each Party hereby grants an irrevocable power of attorney to the Originator to do such further acts as may be deemed required to agree to such new parties to accede to this Agreement on such Party's behalf, including to enter into a new collection foundation account rights pledge agreement.

6.3 The Collection Foundation and the Collection Foundation Account Bank agree that any Beneficiary may pledge its rights under this Agreement (including the Beneficiary Entitlements) to an Eligible Pledgee. In such case the relevant Beneficiary shall notify the Collection Foundation and the Collection Foundation Account Bank of such pledge and which party shall be or remains to be entitled to collect such rights in accordance with Article 3:246 Dutch Civil Code.

6.4 The Parties to this Agreement agree that upon the accession of a New Investor and/or a New Beneficiary pursuant to this Clause the Foundation Administrator will update Schedule 2 and Schedule 3 of this Agreement by including the notice details and the account details of such New Investor and/or New Beneficiary. In addition, the Foundation Administrator will update Schedule 2 and/or Schedule 3 of this Agreement, as the case may be, in case it receive from a Beneficiary a change of the notice details or the account details of such Beneficiary.

7. FURTHER ASSURANCE, FEES AND COSTS

7.1 The Parties agree that they will co-operate fully to do all such further acts and things and execute any further documents as may be reasonably necessary or reasonably desirable to give full effect to the arrangements contemplated by this Agreement.

7.2 The Foundation Administrator shall not be entitled to receive a fee from the Collection Foundation for its services performed under this Agreement. Any fee of the Foundation Administrator is part of the relevant Transaction Document, whether or not by reference.

7.3 All reasonable costs and expenses of the Collection Foundation including any Banking Fees in connection with this Agreement are for the account of and be borne by the Originator.

7.4 Any Collection Foundation Accounts Interest in respect of the Collection Foundation Accounts (*pro rata*) shall be borne by or be for the benefit of the Beneficiaries and as such be part of or deducted from the Beneficiary Entitlement of the respective Beneficiaries, subject to the relevant Transaction Documents and unless otherwise agreed upon in such relevant Transaction Documents.

7.5 The Foundation Administrator is not liable (*aansprakelijk*) for its specific performance under this Agreement and the Collection Foundation Accounts Rights Pledge Agreement. Any liability of the Foundation Administrator is part of the relevant Transaction Document, whether or not by reference.

8. NOTICES

Any notice or other communication shall be in writing and may be sent by courier or by e-mail and shall be deemed to have been received (i) upon

delivery when sent by courier service, or (ii) by e-mail, if received within business hours on that Business Day, if received outside business hours on the following Business Day (business hours being between 09.00-17.00 CET).

For the purpose hereof, the addresses of the Collection Foundation Account Bank and the Collection Foundation shall be as specified below:

If to the Collection Foundation:

Stichting Derdengelden Achmea Hypotheken

[...]

If to the Collection Foundation Account Bank:

Coöperatieve Rabobank U.A.

[...]

If to the Originator:

Achmea Hypotheken B.V.

[...]

If to the Foundation Administrator:

Syntrus Achmea Hypotheekdiensten B.V.

[...]

in other cases to the addresses set out in Schedule 2.

9. LIMITED RECOURSE, NO PETITION

- 9.1 Each of the Beneficiaries agrees and acknowledges that its recourse against the Collection Foundation shall be limited to (i) the balance standing to the credit of the Foundation Collection Account up to its Beneficiary Collection Entitlement and (ii) the balance standing to the credit of the Foundation Funding Account up to its Beneficiary Funding Entitlement.
- 9.2 The Originator agrees and acknowledges that its recourse against the Collection Foundation shall be limited to the balance standing to the credit of the Collection Foundation Accounts up to its Originator Entitlement. In the event that the rights of the Collection Foundation under the Collection Foundation Documents are insufficient to pay in full all amounts due by the Collection Foundation to the Originator, if any, then the Originator shall have no further claim against the Collection Foundation in respect of such unpaid amount.

- 9.3 Each of the Foundation Administrator and the Collection Foundation Account Bank agrees and acknowledges that its recourse against the Collection Foundation shall be limited to the rights of the Collection Foundation under the Collection Foundation Documents. Their respective recourses will thus not extend to (i) any amounts standing to the balance of the Foundation Collection Account forming part of a Beneficiary Collection Entitlement or Originator Entitlement or (ii) any amounts standing to the balance of the Foundation Funding Account forming part of a Beneficiary Funding Entitlement or the Originator Entitlement. In the event that the rights of the Collection Foundation under the Collection Foundation Documents are insufficient to pay in full all amounts due by the Collection Foundation to the Foundation Administrator and/or the Collection Foundation Account Bank, if any, then the Foundation Administrator and/or the Collection Foundation Account Bank shall have no further claim against the Collection Foundation in respect of such unpaid amount.
- 9.4 Each Beneficiary will only have remedy against the Collection Foundation pursuant to the Collection Foundation Accounts Rights Pledge Agreement. In the event that the Collection Foundation Accounts Rights Pledge Agreement has been fully enforced and the proceeds of such enforcement and any other amounts received by a Beneficiary are insufficient to pay in full all amounts outstanding in respect of the respective payment to that Beneficiary, then that Beneficiary shall have no further claim against the Collection Foundation in respect of such unpaid amount (however this limitation will not reduce any claims of that Beneficiary vis-à-vis the Originator, if any).
- 9.5 The Parties (other than the Collection Foundation) will not institute against the Collection Foundation or join any other person in instituting against the Collection Foundation any bankruptcy (*faillissement*) or any other insolvency proceedings under any Applicable Laws.
- 9.6 For the avoidance of doubt, the Originator hereby agrees and acknowledges that it is not entitled to any amounts paid by the Borrowers into the Foundation Collection Account to the extent forming part of any Beneficiary Collection Entitlement, other than (i) any fees and/or any other amounts due and payable to the Originator which are and may be deducted from the relevant Beneficiary Collection Entitlement subject to and in accordance with the relevant Transaction Documents and/or (ii) an amount equal to the Relevant Purchase Price due and payable by the relevant Beneficiary in case the relevant Beneficiary fails to comply with its obligation to pay such Relevant Purchase Price in advance which is not

remedied within the agreed remedy period.

10. NOTIFICATION EVENT

The provisions set out in this Agreement shall no longer apply in respect of Achmea Label Mortgage Receivables in respect of which notification has been made that payments in discharge of the relevant Borrower's obligations vis-à-vis the Originator under the Achmea Label Mortgage Receivables may only be made to the relevant Beneficiary unless and for so long the relevant Beneficiary has instructed the Borrowers to continue to pay into the Foundation Collection Account provided that at such time (i) the Mortgage Loan Services are performed to the relevant Beneficiary by the Originator or an entity belonging to the Originator Group in accordance with the relevant Master Purchase Agreement and (ii) the Collection Foundation is not obliged to obtain a licence as a result of accepting payments for such Beneficiary.

11. RESIGNATION OF BENEFICIARIES

All Parties hereby irrevocably agree that, if at any time after the date hereof (i) a Beneficiary ceases to be a party to the Achmea Mortgage Label Platform Agreement and (ii) the Mortgage Loan Services are no longer performed to the relevant Beneficiary by the Originator or an entity belonging to the Originator Group in accordance with the relevant Master Purchase Agreement and that Beneficiary has instructed the Borrowers to pay into an account other than the Foundation Collection Account, such Beneficiary is deemed to have resigned as a Beneficiary and is deemed to have ceased to be a party to this Agreement.

12. BANK ACCOUNT INFORMATION

The Collection Foundation Account Bank hereby agrees to provide the Collection Foundation and the Foundation Administrator, to the extent technically possible, the possibility to electronically monitor the balance standing to the credit of the Collection Foundation Accounts and any transfers made to and withdrawals from the Collection Foundation Accounts.

13. POWERS OF ATTORNEY

- 13.1 Each of the Beneficiaries hereby grants a power of attorney to the Originator to accept on behalf of each relevant Beneficiary the third party stipulations (*derdenbedingen*) made, whether implicitly or explicitly, in the

Collection Foundation Management Agreement and to enter into a new Collection Foundation Accounts Rights Pledge Agreement on behalf of each relevant Beneficiary from time to time.

- 13.2 The Collection Foundation hereby grants a power of attorney to the Foundation Administrator required to render the services as set forth in this Agreement (including in respect of the Collection Foundation Accounts) on its behalf on the terms and subject to conditions of this Agreement and the Foundation Administrator hereby accepts such power of attorney.

14. USE OF INFORMATION

Each Party shall not use information directly or indirectly obtained under or in connection with any Collection Foundation Documents including in respect of a Beneficiary for its investment objectives and/or criteria, other than is apparent from any report and only to the extent such information cannot be linked to a specific Beneficiary.

15. NO DISSOLUTION, NO NULLIFICATION

To the extent permitted by law, the Parties hereby waive their rights pursuant to article 6:265 of the Dutch Civil Code to dissolve (*ontbinden*), or demand in legal proceedings the dissolution (*ontbinding*) of, any Collection Foundation Document. Furthermore, to the extent permitted by law, the Parties hereby waive their rights under article 6:228 of the Dutch Civil Code to nullify, or demand in legal proceedings the nullification of, any Collection Foundation Document on the ground of error (*dwalings*).

16. PARTIAL INVALIDITY

The illegality, invalidity or unenforceability of any provision of any Collection Foundation Document or any part thereof under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision. In the event that a provision of any Collection Foundation Document is invalid, illegal, not binding, or unenforceable (either in whole or in part), the remainder of any Collection Foundation Document shall continue to be effective to the extent that such remainder is not inextricably related to and therefore inseparable from the invalid, illegal, not binding or unenforceable provision. The parties shall make every effort to reach agreement on a new clause which differs as little as possible from the invalid, illegal, not binding or unenforceable provision, taking into account the substance and purpose of this Agreement.

17. DATA PROTECTION

- 17.1 Irrespective of any provision to the contrary in this Agreement or any other Transaction Document, none of the Parties hereto shall have an obligation under this Agreement or any other Transaction Document to provide any Personal Data as a result of which such Party, in its reasonable opinion, would violate any of the provisions or requirements of the Regulation on the Protection of Personal Data.
- 17.2 If at any time this Agreement and the arrangements laid down herein need to be modified as a result of the Regulation on the Protection of Personal Data, the Parties will cooperate and agree to any such modification in order to enable each of the parties to comply with any requirements which apply to it under the Regulation on the Protection of Personal Data.
- 17.3 In case a Borrower makes use of his right to request access to Personal Data in accordance with article 15 of the Regulation on the Protection of Personal Data, each of the Parties will use all reasonable endeavours to ensure that the party who has been duly requested by the Borrower to grant access to Personal Data can comply with such request.

18. GOVERNING LAW AND DISPUTES

- 18.1 This Agreement and any non-contractual obligations arising out of or in relation to this Agreement, including Clause 18.2 hereof, shall be governed by and construed in accordance with Dutch law.
- 18.2 Any disputes arising out of or in connection with this Agreement, including, without limitation, disputes relating to any non-contractual obligations arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of competent courts in Amsterdam, the Netherlands.

(signature page to follow)

SIGNATURES:

STICHTING DERDENGELDEN ACHMEA HYPOTHEKEN B.V.

by :
title :

by :
title :

COÖPERATIEVE RABOBANK U.A.

by :
title :

by :
title :

ACHMEA HYPOTHEKEN B.V.

by :
title :

by :
title :

SYNTRUS ACHMEA HYPOTHEEKDIENSTEN B.V.

by :
title :

by :
title :

SYNTRUS ACHMEA REAL ESTATE AND FINANCE B.V.

by :
title :

by :
title :

[anonymised]

by :
title :

by :
title :

ACHMEA BANK N.V.

by :
title :

by :
title :

[anonymised]

by :
title :

by :
title :

[*anonymised*]

by :

title :

by :

title :

SCHEDULE 1

Part A – Collection Foundation Definitions

Accession Letter	has the meaning ascribed to it in the Achmea Mortgage Label Platform Agreement.
Achmea Mortgage Label Platform	the Achmea Mortgage Label Platform set up by Syntrus Achmea Real Estate and Finance B.V. to which the Initial Investors have acceded and through which Eligible Investors can invest in Dutch residential mortgage loans under the name Centraal Beheer Leef by acceding as a New Investor to the Achmea Mortgage Label Platform Agreement.
Agreement	this Receivables Proceeds Distribution Agreement.
Applicable Laws	any applicable Dutch law, statute, regulation, directive, rule, guideline, order, instruction, decree, decision, injunction, judgment or code (whether or not having the force of law), of any (a) governmental authority, (b) supervisory authority or (c) court.
Banking Fees	any costs payable (other than, for the avoidance of doubt, any interest) to the Collection Foundation Account Bank in respect of the Collection Foundation Accounts.
Beneficiaries	each of the entities listed in Schedule 2 to this Agreement and any New Beneficiaries, as the context may require, excluding any Beneficiary which has ceased to be a party to the Receivables Proceeds Distribution Agreement pursuant to Clause 11 hereof.
Beneficiary Collection Account	in respect of a Beneficiary, the account or accounts as set out in the relevant Accession Letter or Collection Foundation Accession Notice or another account or accounts replacing such account or accounts as notified by the relevant Beneficiary to the Collection Foundation and the Foundation Administrator and as set out in Schedule 3 to this Agreement from time to time.

Beneficiary Collection Entitlement	in respect of an Investor, the Investor Collection Entitlement and in respect of a Purchaser, the Purchaser Entitlement.
Beneficiary Collection Payment Obligation	has the meaning ascribed to it in Clause 2.2 of this Agreement.
Beneficiary Entitlement	in respect of a Beneficiary, the Purchaser Entitlement or the Investor Entitlement.
Beneficiary Funding Entitlement	in respect of an Investor or its Purchaser, if applicable, the amount standing to the credit of the Foundation Funding Account from time to time, which relates to the aggregate Relevant Purchase Prices which are to be repaid by the Originator and to which it is entitled to on such date pursuant to the relevant Master Purchase Agreement.
Beneficiary Funding Payment Obligation	has the meaning ascribed to it in Clause 2.8 of this Agreement.
Borrowers	the debtor or debtors, including any jointly and severally liable co-debtor or co-debtors, of a Mortgage Loan.
Business Day	a day, not being a Saturday, a Sunday or a generally recognised holiday in the Netherlands on which the banks in the Netherlands are generally open for business.
Collection Foundation	Stichting Derdengelden Achmea Hypotheken.
Collection Foundation Accession Notice	the collection foundation accession notice substantially in the form of Schedule 4 to this Agreement.
Collection Foundation Account Bank	Coöperatieve Rabobank U.A. and any other bank established in the Netherlands having the Required Ratings where the Collection Foundation holds (any of) the Foundation Funding Account.
Collection Foundation Accounts	the Foundation Collection Account and the Foundation Funding Account.
Foundation Accounts	all present and future rights (<i>vorderingen</i>) of the Collection Foundation vis-à-vis the Collection

Rights	Foundation Account Bank under or in connection with the Collection Foundation Accounts.
Collection Foundation Accounts Rights Pledge Agreement	the Collection Foundation Accounts Rights Pledge Agreement between the Collection Foundation, the Beneficiaries and the Collection Foundation Account Bank from time to time.
Collection Foundation Accounts Interest	in respect of a Beneficiary, a <i>pro rata</i> proportion of the amount equal to (a) the interest accrued on the Collection Foundation Accounts during the relevant Monthly Calculation Period and received from the Collection Foundation Account Bank less (b) any interest paid to or deducted by the Collection Foundation Account Bank in respect of the relevant Collection Foundation Account relating to such period but excluding any Banking Fees.
Collection Foundation Documents	the Receivables Proceeds Distribution Agreement, the Collection Foundation Accounts Rights Pledge Agreement, the Collection Foundation Management Agreement and any further documents relating to the transactions envisaged in the above mentioned documents determined as such by the Collection Foundation.
Collection Foundation Management Agreement	the collection foundation management agreement dated 21 October 2020 between, <i>inter alia</i> , the Collection Foundation and the Originator.
Collection Foundation Originator Payment Obligations	has the meaning ascribed to it in Clause 2.4 of this Agreement.
Collection Foundation Payment Obligations	has the meaning ascribed to it in Clause 2.8 of this Agreement.
Entitlement	each of the Beneficiary Entitlement and the Originator Entitlement.
Foundation Administrator	Syntus Achmea Hypotheekdiensten B.V.
Foundation Collection Account	(i) the account maintained by the Collection Foundation with the Collection Foundation Account Bank with IBAN [...] into which the

Borrowers of the Mortgage Receivables pay;
or

- (ii) such other account replacing this account in accordance with Clause 5.4 of the Receivables Proceeds Distribution Agreement.

**Foundation Collection
Account Rights**

all present and future rights (*vorderingen*) of the Collection Foundation vis-à-vis the Collection Foundation Account Bank under or in connection with the Foundation Collection Account.

**Foundation Funding
Account**

- (i) the account maintained by the Collection Foundation with the Collection Foundation Account Bank with IBAN [...] and from which account the amounts are transferred to the relevant civil law notary for granting a Mortgage Loan or in case of a Construction Deposit or a Further Advance, to the Borrower directly; or
- (ii) such other account replacing this account in accordance with Clause 5.4 of the Receivables Proceeds Distribution Agreement.

**Foundation Funding
Account Rights**

all present and future rights (*vorderingen*) of the Collection Foundation vis-à-vis the Collection Foundation Account Bank under or in connection with the Foundation Funding Account.

Investor

any party which is a party as investor to the Achmea Mortgage Label Platform to invest, directly or indirectly, in Mortgage Loans, either at their Origination Date or by purchasing any Achmea Label Mortgage Receivables from another Investor which have not resigned from the Platform.

**Investor Collection
Entitlement**

in respect of an Investor, the sum of (a) the amount standing to the credit of the Foundation Collection Account from time to time, which relates to (i) its Achmea Label Mortgage Receivables and/or the NHG Advance Rights (and not transferred or assigned by it) and any other rights related to such Achmea Label Mortgage Receivables and to which it is entitled standing on such date on the Foundation Collection Account, less any amount

received as NHG Advance Rights which is (to be) repaid to Stichting WEW plus or less, as the case may be, (ii) subject to the relevant Transaction Documents and unless otherwise agreed in such relevant Transaction Documents with the relevant Investor, any Collection Foundation Account Interest plus (iii) funds transferred by a notary relating to an Mortgage Offer Letter allocated to such Investor but where the related mortgage loan is not actually granted, to the extent not transferred to the Foundation Funding Account in accordance with the Receivables Proceeds Distribution Agreement, less (iv) subject to the relevant Transaction Documents and unless otherwise agreed in such relevant Transaction Documents with the relevant Investor, the Monthly Fee Instalment due and payable in accordance with the relevant Master Purchase Agreement, less (v) subject to the relevant Transaction Documents and unless otherwise agreed in such relevant Transaction Documents with the relevant Investor, an amount equal to any Monthly Fee Instalments due but unpaid by any of its Purchasers, if any, less (vi) subject to the relevant Transaction Documents, at the option of the Originator, any amounts due and payable under a Cash Call or a Collateral Call, as the case may be.

Investor Entitlement	in respect of an Investor, the sum of the Investor Collection Entitlement and Beneficiary Funding Entitlement jointly.
Master Purchase Agreement	in respect of an Investor and, if applicable, its Purchaser(s), the purchase agreement to which it is a party as the same may be amended, restated, novated or otherwise modified from time to time.
Monthly Calculation Date	in relation to a Monthly Payment Date, the fifth ((5)th) Business Day of the calendar month in which such Monthly Payment Date falls.
Monthly Fee Instalment	in respect of a Beneficiary, the fees to be paid by such Beneficiary to the Originator being referred to

	in the relevant Transaction Documents as Monthly Fee Instalment or otherwise.
Monthly Payment Date	each second ((2)nd) Business Day after a Monthly Calculation Date.
NCC	the Netherlands Civil Code.
New Beneficiary	an additional beneficiary acceding to the Collection Foundation Documents in accordance with Clause 2 of the Achmea Mortgage Label Platform Agreement or, if the Investor has selected the Purchaser Option, its Purchaser(s) in accordance with Clause 6.2 of this Agreement.
New Investor	a new investor acceding to the Achmea Mortgage Label Platform in accordance with Clause 2.2 <i>et seq.</i> of the Achmea Mortgage Label Platform Agreement.
Originator	Achmea Hypotheken B.V.
Originator Entitlement	in respect of the Originator, the sum of (i) the amount standing to the credit of the Foundation Funding Account from time to time, which relates to the aggregate Relevant Purchase Prices, payable by the relevant Beneficiary on such date to the Originator, (ii) subject to the relevant Transaction Documents and unless otherwise agreed in such relevant Transaction Documents with the relevant Beneficiary, the aggregate fee amounts due and payable by each Beneficiary to the Originator (including the respective Monthly Fee Instalment which is due but has not been paid by the relevant Investor or its Purchaser) to the extent it can be deducted from the relevant Beneficiary Entitlement less (iii) any Banking Fees and any Collection Foundation Interest which is not deducted from a Beneficiary Collection Entitlement.
Platform Agreement	the Achmea Mortgage Label Platform Agreement dated 21 October 2020 to which, <i>inter alia</i> , the Originator and the Investors are a party.
Public	the public as interpreted under the CRR by the

relevant authority.

Purchaser Entitlement

in respect of Beneficiary not being an Investor, the amount standing to the credit of the Foundation Collection Account from time to time, which relates to (i) its Mortgage Receivables and/or NHG Advance Rights (and not retransferred or assigned by it) and any other rights related to such Mortgage Receivables and to which it is entitled on such date pursuant to the relevant Transaction Documents, less any amount received as NHG Advance Rights which is (to be) repaid to Stichting WEW plus or less, as the case may be, (ii) subject to the relevant Transaction Documents and unless otherwise agreed in such relevant Transaction Documents with the relevant Purchaser, the Collection Foundation Accounts Interest in respect of it, less (iii) subject to the relevant Transaction Documents and unless otherwise agreed in such relevant Transaction Documents with the relevant Purchaser, an amount equal to sum of the Monthly Fee Instalment.

Rating Agencies

Moody's Investors Service Ltd., Fitch Ratings Limited, S&P Global Ratings Europe Limited, DBRS Ratings Limited and such other rating agency established in the European Economic Area which has applied for registration under Regulation (EC) No 1060/2009, as amended and which has assigned a rating to asset-backed securities issued by a Beneficiary relating to Mortgage Receivables.

Regulation on the Protection of Personal Data

the regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and any other future directive, regulation or laws on the processing of personal data.

Relevant Purchase Price

the purchase price in respect of each Mortgage Receivable purchased by a Beneficiary as consideration for such purchase equal to the

Outstanding Principal Amount of such Mortgage Receivable on its Origination Date.

Relevant Remedy Period

means the maximum remedy period from time to time, as required to maintain the then current ratings assigned to asset backed securities issued by any of the Beneficiaries or under any Permitted Transaction, whereby any of the Achmea Label Mortgage Receivables serve as security, being in case of a loss of the Required Ratings by Moody's, S&P or Fitch, thirty (30) calendar days.

Required Ratings

means (a) (i) 'A' (long-term) or 'F1' (short-term) by Fitch and/or (ii) 'Prime-1' (short-term) by Moody's and/or (iii) 'A' (Long-Term Issuer Credit Rating) by S&P and/or (iv) in case the relevant applicable criteria of Fitch and/or S&P and/or Moody's, as the case may be, change and the Collection Foundation or any relevant Party requests to apply the new ratings to (a)(i) and/or (a)(ii) and/or (a)(iii) as of the notification of the Collection Foundation to the Beneficiaries such then current ratings as required by Fitch and/or S&P and/or Moody's, as the case may be, and (b) the relevant counterparty risk ratings set out in the applicable criteria of any of the other relevant Rating Agencies which have issued a rating to asset backed securities issued by any of the Beneficiaries or under any Permitted Transaction, whereby any of the Achmea Label Mortgage Receivables serve as security, prevailing from time to time, unless the relevant applicable criteria of any relevant Rating Agency change and the Collection Foundation requests to apply such changed criteria and/or at the request of one of the Parties.

Stichting WEW

Stichting Waarborgfonds Eigen Woningen.

Transaction Documents

in relation to a Beneficiary, the relevant Investor Documents as well as the documents which are considered in respect of such Beneficiary as being the relevant assignment agreements or/and relevant documents in which the transaction (to which such Beneficiary is a party) is set out, as these may be

amended, restated, novated or otherwise modified
from time to time.

**Part B – Extract from the Achmea Mortgage Label Platform
Agreement Definitions**

For convenience and information purposes only (the content may change from time to time)

Accession Letter the accession letter substantially in the form of **Schedule 2 Part A** to the Achmea Mortgage Label Platform Agreement.

Achmea Label Mortgage Loan in respect of:

- (i) an Investor or its Purchaser(s) on any date, any mortgage loan granted and to be granted by the Originator under the product name *Centraal Beheer Leef Hypotheek* on the basis of Interest Offer Letters allocated to such Investor which may consist of one or more loan parts (*leningdelen*), including any Further Advances, any Mover Mortgage Loan and any Bridge Mortgage Loan, to the extent that the Achmea Label Mortgage Receivable resulting therefrom has not been retransferred or otherwise disposed of by the relevant Investor or its Purchaser; and
- (ii) the Achmea Mortgage Label Platform, on any date any and all mortgage loans granted and to be granted by the Originator under the Achmea Label to the extent that (a) the Achmea Label Mortgage Loans have not been transferred to another party or (b) the Achmea Label Mortgage Receivables resulting therefrom have not been assigned or otherwise disposed of by an Investor or its Purchaser(s) to a party not being an Investor or a Purchaser.

Achmea Label Mortgage Receivable in respect of:

- (i) an Investor or its Purchaser(s), any and all existing and future rights of the Originator (and after assignment of such rights to an Investor or its Purchaser(s), of such Investor

or its Purchaser(s), and including existing and future rights resulting from a Further Advance, a Mover Mortgage Loan or a Bridge Mortgage Loan) against the Borrower either under or in connection with a Achmea Label Mortgage Loan granted on the basis of an Interest Offer Letter allocated to such Investor or purchased by such Investor from another Investor, including any and all claims of the Originator (and after assignment of such rights to an Investor or its Purchaser(s), of such Investor or its Purchaser) on the Borrower as a result of the Achmea Label Mortgage Loan being terminated, dissolved or declared null and void and to the extent not disposed of by such Investor or Purchaser(s); and

- (ii) the Achmea Mortgage Label Platform, any and all existing and future rights of the Originator (and after assignment of such rights to an Investor or its Purchaser(s), of such Investor or its Purchaser) against the Borrower under or in connection with a Achmea Label Mortgage Loan including any and all claims of the Originator (or an Investor or its Purchaser(s) after assignment) on the Borrower as a result of the Achmea Label Mortgage Loan being terminated, dissolved or declared null and void.

Achmea Mortgage Fund [anonymised]

Affiliate in relation to any person: (i) a subsidiary of that person, a holding company of that person, or any other subsidiary of that holding company, or (ii) any other person that controls, is controlled by, or is under common control with such person.

AIFMD Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and amending

Directives 2003/41/EG and 2009/65/EC and Regulations (EC) No 1060/2009 and (EU) No 1095/2010.

Allocation Procedure

the allocation procedure in the form set forth in **Schedule 4** to the Achmea Mortgage Label Platform Agreement.

Assignment Notification Event

the occurrence of any of the following events:

- (a) any of the events set out in Clause **Error! Reference source not found.** item (a), (b), (c) or (d); or
- (b) a notice has been delivered in accordance with Clause **Error! Reference source not found.** of the Achmea Mortgage Label Platform Agreement to effectuate the resignation of the relevant Investor from the Achmea Mortgage Label Platform Agreement which will result in a transfer of the Achmea Label Mortgage Loans to a third party appointed by it in accordance with the Achmea Mortgage Label Platform Agreement and pending such contract transfer; or
- (c) a sale and contract transfer to a third party outside the Achmea Mortgage Label Platform in accordance with the Achmea Mortgage Label Platform Agreement and pending such contract transfer; or
- (d) the Collection Foundation has been dissolved (*ontbonden*), been declared bankrupt (*faillissement*) or been subjected to suspension of payments (*surseance van betaling*) or analogous insolvency procedures under any Applicable Law.

Bridge Mortgage Loan

a bridge mortgage loan (*overbruggingskrediet*) which is granted to a Borrower in connection with a Mover Mortgage Loan to fund an outstanding mortgage loan of such Borrower which is intended

to be repaid by the sale of the current mortgaged asset of such Borrower.

Bridge Mortgage Receivable

the Achmea Label Mortgage Receivable resulting from a Bridge Mortgage Loan.

Confirmation Letter

the confirmation letter substantially in the form set forth in **Schedule 2 Part B** to the Achmea Mortgage Label Platform Agreement.

Construction Deposit

in relation to an Achmea Label Mortgage Loan, that part of the Achmea Label Mortgage Loan which the relevant Borrower has requested to be withheld by the Originator which will be paid out towards construction of, or improvements to, the relevant Mortgaged Asset.

Eligible Counterparty

in case the Investor has selected the Purchaser Option,

- (a) any legal entity set up by the Investor for the sole purpose of (i) a covered bond programme, (ii) a securitisation transaction or a warehouse financing transaction in accordance with the Securitisation Regulation (if applicable); or
- (b) the counterparty of the Investor under any other financing transaction, provided that (i) such counterparty is established under the laws of a Member State of the European Union or any other jurisdiction approved by the Originator and is a party with whom the Originator pursuant to the CDD Rules prevailing at such time may enter into agreements with; (ii) prior to entering into the relevant financing transaction, the counterparty has committed itself either (y) to accede to the Achmea Mortgage Label Platform prior to the commencement of foreclosure proceedings in respect of the Achmea Label Mortgage Receivables which accession shall be subject to and in accordance with Clause 2 of the Achmea Mortgage Label Platform Agreement or (z) to be bound the

provisions relating to the sale of the Achmea Label Mortgage Receivables, the liability of and recourse on the Originator and Assignment Notification Events; (iii) the relevant Investor remains liable for the purchase of any relevant Further Advance Receivables, Mover Mortgage Receivables and Bridge Mortgage Receivables, (iv) each party's rights and/or obligations thereunder may not be assigned or transferred by any of the parties without the prior written consent of the Originator not to be unreasonably withheld; or

(c) a counterparty under a Permitted Transaction.

Eligible Investor

(i) any professional parties within the meaning of the Wft with whom the Originator pursuant to the CDD Policy may enter into agreements and (ii) any Title Holder acting in its capacity as title holder (*bewaarentiteit*) for a Mutual Fund acting in conjunction with the relevant fund manager.

Eligible Participant

in case of a Mutual Fund, any person which is a professional party within the meaning of the Wft which meets the relevant Mutual Fund CDD Policy prevailing at such time.

Eligible Pledgee

(a) an entity that acts as security trustee or security agent in a securitisation transaction, covered bond programme, warehouse financing transaction or other financing transaction provided that (i) the director of such entity is established under the laws of a Member State of the European Union or any jurisdiction approved by the Originator and with whom the Originator pursuant to the CDD Rules prevailing at such time may enter into agreements with and which qualifies as a trust office within the meaning of the Dutch Act on the Supervision of Trust Offices (*Wet toezicht Trustkantoren*) or any other Applicable Law; (ii) prior to entering into the relevant financing transaction, the entity has

committed itself either (y) to accede to the Achmea Mortgage Label Platform prior to the commencement of foreclosure proceedings in respect of the pledge of Achmea Label Mortgage Receivables which accession shall be subject to and in accordance with Clause 2 of the Achmea Mortgage Label Platform Agreement or (z) to be bound to the Assignment Notification Events, the provisions relating to the sale of the Achmea Label Mortgage Receivables and the liability of and recourse on the Originator; (iii) the relevant Investor remains liable for the purchase of any relevant Further Advance Receivables, Mover Mortgage Receivables and Bridge Mortgage Receivables; and (iv) each party's rights and/or obligations thereunder may not be assigned or transferred by any of the parties; or

(b) an entity in relation to which the relevant financing transaction has been approved by the Originator in accordance with this Achmea Mortgage Label Platform Agreement; or

(c) an Eligible Counterparty.

Eligible Purchaser

(i) an Eligible Subsidiary or (ii) an Eligible Counterparty sub (a) or (iii), if applicable, an Eligible Counterparty sub (c).

Eligible Subsidiary

in case the Investor has selected the Purchaser Option, an Affiliate of such Investor that acts as purchaser of Achmea Label Mortgage Receivables.

Further Advance

a loan or a further advance by the Originator to a Borrower under a Mortgage Loan, which is secured by a mortgage right on the same Mortgaged Asset.

Interest Offer Letter

an initial offer letter (*renteaanbod*) or, after acceptance thereof by the potential borrower, a binding offer letter (*bindend krediet aanbod*) which replaces the initial offer letter, whether or not in the form of an electronic mail from the Originator to a

potential borrower for an Achmea Label Mortgage Loan in which the terms and conditions are set out pursuant to which the Originator is willing to grant a mortgage loan under the product name *Centraal Beheer Leef Hypotheek* and whereby, upon acceptance of each letter by the potential borrower, a legal relationship between the Originator and the potential borrower is created, substantially in the form attached as **Schedule 7** and as amended or supplemented from time to time.

Interest Offer Request	a request from a potential borrower to the Originator for an Interest Offer from the Originator.
Investor Documents	in respect of an Investor or its Purchaser, the Master Purchase Agreement, any Deed of Sale, Assignment and Pledge, any Investment Notice, any Investor Change Notice, any Investor Stop Notice, any Cash Call, any Collateral Call, the Investor Accounts Rights Pledge Agreement, the Deposit Agreement, if any, and any further documents relating to the transactions envisaged in the above mentioned documents and stipulated as such by the Originator and such Investor jointly.
Investor Funding Account	has the meaning, in respect of an Investor, ascribed to it in the relevant Master Purchase Agreement.
Investors Meeting	a meeting of Investors convened in accordance with the Meeting Provisions.
Investor Resolution	a resolution adopted in an Investors Meeting in accordance with the Meeting Provisions
Meeting Provisions	the provisions of Schedule 13 to the Achmea Mortgage Label Platform Agreement.
Mortgage	a mortgage right (<i>hypotheekrecht</i>) securing the relevant Achmea Label Mortgage Receivable.
Mortgage Conditions	the terms and conditions applicable to a Mortgage Loan, as set forth in the relevant Mortgage Deed, Interest Offer Letter or any other document including any applicable terms and conditions for mortgage loans in the form as attached to Schedule

12 Part B of the Achmea Mortgage Label Platform Agreement, as amended and/or supplemented from time to time.

Mortgage Deeds

the notarially certified copies of the notarial deeds constituting the Achmea Label Mortgage Loans in the form as attached to **Schedule 12 Part C** of the Achmea Mortgage Label Platform Agreement, as amended and/or supplemented from time to time.

Mortgage Loan Services

the services in respect of the Achmea Mortgage Label Platform as set forth in item (a) up to and including item (n) of **Schedule 6** to the Achmea Mortgage Label Platform Agreement.

Mortgage Offer Letter

a binding offer letter (*hypothekaanbod*) whether or not in the form of an electronic mail from the Originator to a potential borrower in which the terms and conditions are set out pursuant to which the Originator is willing to grant a Mortgage Loan (subject to the terms and conditions set out in the final binding offer letter) and whereby, upon acceptance of each letter by the potential borrower, a legal relationship between the Originator and the potential borrower is created, substantially in the form as attached to **Schedule 11 Part A** of the Achmea Mortgage Label Platform Agreement, as amended and/or supplemented from time to time.

Mortgaged Asset

(i) a real property (*onroerende zaak*), (ii) an apartment right (*appartementsrecht*) or (iii) a long lease (*erfpachtsrecht*) situated in the Netherlands on which a Mortgage is vested.

Mover Mortgage Loan

an Achmea Label Mortgage Loan in respect of which the Mover Option is exercised.

Mover Mortgage Receivable

the Mortgage Receivable resulting from a Mover Mortgage Loan.

Mover Option

the option of a Borrower to replace an existing Achmea Label Mortgage Loan with a new mortgage loan with a principal sum lower or higher than the existing mortgage loan, pursuant to the *meeneemregeling* (porting facility) and to which

the same Mortgage Conditions apply as to the existing Achmea Label Mortgage Loan, which option has to be exercised ultimately the date of repayment of the existing Achmea Label Mortgage Loan provided that such new mortgage loan is granted within 6 months after the exercise of such option.

Mutual Fund

(i) [*anonymised*]; or

(ii) any:

(a) fund or investment structure set up in accordance with the laws of a Member State of the European Union or any other law agreed with the Originator, through which Eligible Participants can invest in Achmea Label Mortgage Receivables; and

(b) transparent fund for joint account (*gemene rekening*), of which a title holder is the holder of the title of the assets (*bewaarentiteit*), acting in conjunction with the relevant fund manager,

provided that such structure at all times prohibits the delivery of the Achmea Label Mortgage Receivables to a Participant or any third party and which investment structure and its Fund Manager of Fund Manager (i) has all appropriate licences pursuant to the AIFMD and (ii) is a party with whom the Originator pursuant to the CDD Policy prevailing at such time may enter into agreements.

Mutual Fund CDD Policy

in respect of the relevant Mutual Fund, its customer due diligence policy maintained by the Mutual Fund's fund manager as prevailing from time to time.

NAW Data	(a) the name and address of the Borrower and (b) the address of the property encumbered with the Mortgage, if different from (a).
NHG Advance Rights	the right to receive an advance payment of expected loss from Stichting WEW, subject to certain conditions being met.
NHG Conditions	the terms and conditions (<i>voorwaarden en normen</i>) of the NHG Guarantee as set by Stichting WEW and as published from time to time.
NHG Guarantee	a guarantee (<i>borgtocht</i>) under the NHG Conditions granted by Stichting WEW.
Origination Date	in respect of an Achmea Label Mortgage Loan, a Further Advance, a Mover Mortgage Loan or a Bridge Mortgage Loan the date on which such Achmea Label Mortgage Loan or Further Advance or Mover Mortgage Loan or Bridge Mortgage Loan, ignoring any Construction Deposit, is made available to the relevant Borrower whether or not through a civil law notary.
Originator Group	the Originator together with any Affiliate of the Originator.
Outstanding Principal Amount	at any moment in time, the principal sum outstanding of an Achmea Label Mortgage Receivable at such time (for the avoidance of doubt, including the relevant Construction Deposit).
Participant	an Eligible Participant in any of the Mutual Funds.
Personal Data	any information relating to an identified or identifiable natural person, an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person, including NAW Data.

Platform Documents	the Achmea Mortgage Label Platform Agreement, any Confirmation Letter, any Accession Letter, the Collection Foundation Documents and any and all documents designated as such by the Originator and notified to the Investors.
Pro Rata Share	the Outstanding Principal Amount of the Achmea Label Mortgage Receivables of an Investor or a Purchaser divided by the aggregate Outstanding Principal Amount of all Mortgage Receivables multiplied by 100.
Purchaser	in case an Investor exercises the Purchaser Option, any Eligible Purchaser indicated by such Investor as the entity which will purchase Achmea Label Mortgage Receivables from (i) such Investor or (ii) the Originator.
Purchaser Option	the selection of an Investor to have the Achmea Label Mortgage Receivables purchased by an Eligible Purchaser from such Investor or from the Originator which has entered into a Master Purchase Agreement with the relevant Investor and the Originator.
RDD Policy	the relationship due diligence policy maintained by the Originator or the Originator Group as prevailing from time to time and of which the current form is attached as Schedule 15 .
Required Cash Amount	in respect of an Investor, (a) has the meaning ascribed thereto in the Cash and Collateral Management Procedure or (b) such other amount as agreed between the relevant Investor and the Originator.
Servicer	in respect of the Achmea Mortgage Label Platform, Syntrus Achmea Hypotheekdiensten B.V. and any further sub-servicer appointed in accordance with Clause 6.3 by the Originator in the relevant Servicing Agreement.
Title Holder	(i) [anonymised]; or (ii) in respect of any other Mutual Fund that has

acceded to the Achmea Mortgage Label Platform, the entity acting in its capacity of title holder of the assets and liabilities (*bewaarentiteit*) of such Mutual Fund.

Wft

the Dutch Financial Supervision Act (*Wet op het financieel toezicht*) and its subordinate and implementing decrees and regulations as amended from time to time.

SCHEDULE 1
PART C

TERMS OF USAGE AND INTERPRETATION

The following provisions shall apply:

1. NO ASSIGNMENT

No agreement or deed and each Party's rights and/or obligations thereunder may be assigned or transferred by any of the parties, except in case explicitly provided for (a) in and subject to the Platform Documents or the relevant Investor Documents or (b) a pledge on any rights of an Investor *vis-à-vis* the Originator under the Platform Documents and Investor Documents to an Eligible Pledgee and (c) a pledge on any rights of a Beneficiary under the Receivables Proceeds Distribution Agreement granted in favour of an Eligible Pledgee in accordance with Clause 6.3. No re-pledge (*herverpanding*) is permitted.

2. CONFIDENTIALITY

Save to the extent explicitly permitted pursuant to the Collection Foundation Documents or as otherwise approved by the Originator, each Party undertakes (i) to keep confidential and to not disclose any information contained in any of the Collection Foundation Documents or the transactions contemplated thereby ("**Confidential Information**") and (ii) to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.

3. MISCELLANEOUS

Words denoting the singular shall include the plural and vice versa. Words denoting one gender shall include another gender.

4. REFERENCES

References to each of the parties to this Agreement shall include references to any successor(s) of such party.

Except to the extent the context otherwise requires, any reference in any Collection Foundation Document to:

an "**Act**" or a "**statute**" or "**treaty**" shall be construed as a reference to such

Act, statute or treaty as the same may have been, or may from time to time be, amended or, in the case of an Act or a statute, re-enacted;

"this Agreement" or an **"Agreement"** or **"this Deed"** or a **"deed"** or a **"Deed"** or a **"Platform Document"** or **"Investor Document"** or **"Collection Foundation Document"** or any of **"the Platform Documents"** or any of **"the Investor Documents"** or any of **"the Collection Foundation Documents"** (however referred to or defined) shall be construed as a reference to such document or agreement as the same may be amended, supplemented, restated, novated or otherwise modified from time to time;

"encumbrance" includes any mortgage, charge or pledge or other limited right (*beperkt recht*) securing any obligation of any person, or any other arrangement having a similar effect;

"foreclosure" includes any lawful manner of generating proceeds from collateral whether by public auction, by private sale or otherwise;

"including" or **"include"** shall be construed as a reference to "including without limitation" or "include without limitation", respectively;

"indebtedness" shall be construed so as to include any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

a **"law"** shall be construed as any law (including common or customary law), statute, constitution, decree, judgement, treaty, regulation, directive, by-law, order or any other legislative measure of any government, supranational, local government, statutory or regulatory body or court and shall be construed as a reference to such law, statute or treaty as the same may have been, or may from time to time be, amended;

a **"month"** shall be construed as a reference to a period beginning in one calendar month and ending in the next calendar month on the day numerically corresponding to the day of the calendar month on which it commences or, where there is no date in the next calendar month numerically corresponding as aforesaid, the last day of such calendar month, and **"months"** and **"monthly"** shall be construed accordingly;

a reference in any agreement or document to **"party"**, **"Party"**, **"parties"** or **"Parties"** shall be construed as a reference to a party or the parties entering or entered into such agreement or document, but shall also be a

reference to any successors or assignees of such party including parties who have assumed the same role by way of novation;

a "**person**" shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing or any successor or successors of such party;

a "**preliminary suspension of payments**", "**suspension of payments**" or "**moratorium of payments**" shall, where applicable, be deemed to include a reference to the suspension of payments (*surseance van betaling*) as meant in the Dutch Bankruptcy Act (*Faillissementswet*); and, in respect of a private individual, any debt restructuring scheme (*schuldsanering natuurlijke personen*);

"**principal**" shall be construed as the English translation of "*hoofdsom*" or, if the context so requires, "*pro resto hoofdsom*";

"**repay**", "**redeem**" and "**pay**" shall each include both of the others and "**repaid**", "**repayable**" and "**repayment**", "**redeemed**", "**redeemable**" and "**redemption**" and "**paid**", "**payable**" and "**payment**" shall be construed accordingly;

a "**successor**" of any party shall be construed so as to include an assignee or successor in title (including after a novation) of such party and any person who under the laws of the jurisdiction of incorporation or domicile of such party has assumed the rights and obligations of such party under a Collection Foundation Document or to which, under such laws, such rights and obligations have been transferred;

a "**Clause**" or "**Schedule**" shall be construed as a reference to a Clause or a Schedule to such Collection Foundation Document;

"**tax**" includes any present or future tax, levy, impost, duty or other charge of a similar nature (including, without limitation, any penalty payable in connection with any failure to pay or any delay in paying any of the same).

5. HEADINGS

The headings in this Agreement are inserted for convenience only.

SCHEDULE 2

LIST OF BENEFICIARIES

BENEFICIARY	NOTICE DETAILS
[<i>anonymised</i>]	[<i>anonymised</i>]
Achmea Bank N.V.	[...]
[<i>anonymised</i>]	[<i>anonymised</i>]
[<i>anonymised</i>]	[<i>anonymised</i>]
[<i>anonymised</i>]	[<i>anonymised</i>]

SCHEDULE 3

LIST OF ACCOUNT NUMBERS

BENEFICIARY	ACCOUNT NUMBER
[<i>anonymised</i>]	[<i>anonymised</i>]
Achmea Bank N.V.	[...] held in the name of Stichting Incasso Achmea Hypotheken
[<i>anonymised</i>]	[<i>anonymised</i>]
[<i>anonymised</i>]	[<i>anonymised</i>]
[<i>anonymised</i>]	[<i>anonymised</i>]

SCHEDULE 4

FORM OF COLLECTION FOUNDATION ACCESSION NOTICE

To:
the Originator
the Collection Foundation
the Foundation Administrator
the Collection Foundation Account Bank
From: New Purchaser

Date: [...]

1. We refer to an agreement dated 21 October 2020 to which the Collection Foundation, the Originator, the Foundation Administrator, the Collection Foundation Account Bank and the Beneficiaries named therein are a party as amended, restated and/or replaced from time to time (the "**Receivables Proceeds Distribution Agreement**"). Terms defined in the Receivables Proceeds Distribution Agreement shall bear the same meanings herein.
2. We, [*insert name Purchaser*], a [*include type of legal entity*] [established /incorporated] in [...] whose registered office is at [...], hereby confirm that [Achmea Hypotheken B.V.] [*insert name Investor/Purchaser*] has undertaken to sell and assign certain Mortgage Receivables to [*insert name Purchaser*] pursuant to a Master Purchase Agreement.
3. We hereby agree to become a Party to the Receivables Proceeds Distribution Agreement as Beneficiary and any other document to which the Beneficiaries jointly are a party with effect from the date of this notice and to be bound by the terms of the Receivables Proceeds Distribution Agreement as Beneficiary and any such other documents to which the Beneficiaries jointly are a party. We hereby give a power of attorney to the Originator to execute on our behalf all such documents as it deems necessary from time to time, including the Collection Foundation Accounts Rights Pledge Agreement and any new collection foundation account rights pledge agreement from time to time (including to release any right of pledge immediately prior to the creation of a new right of pledge under such new collection foundation account rights pledge agreement).
4. [We will pledge our rights under the Receivables Proceeds Distribution Agreement (including the Beneficiary Entitlements) to [*insert name Eligible Pledgee*]. [We remain to be entitled to collect the rights under the

Receivables Proceeds Distribution Agreement] / [insert name] is entitled to collect the rights under the Receivables Proceeds Distribution Agreement].

5. Subject to the relevant provisions of the Receivables Proceeds Distribution Agreement, amounts standing to the credit of the Foundation Collection Account which have been identified by the Collection Foundation in accordance with the relevant Transaction Documents as moneys relating to Mortgage Receivables assigned to us are to be transferred to the following transaction account: [...], up to our Beneficiary Entitlement.
6. The Collection Foundation or the Foundation Administrator will identify any moneys relating to the Mortgage Receivables referred to in Clause 4 above.
7. To the extent necessary, we hereby accept the benefit of the third-party stipulations made for our benefit under the Collection Foundation Management Agreement.
8. Our address and email for the purposes of Clause 7 of the Receivables Proceeds Distribution Agreement are as follows:

[Purchaser]
Account number: [...]
Address: [...]
Email: [...]
For the attention of: [...]
9. Clauses 1 and 17.1 of the Receivables Proceeds Distribution Agreement shall apply to this notice as if such clauses were set out in full in this notice.

Yours faithfully,

[INSERT NAME INVESTOR/PURCHASER]

by :
title :

by the Originator (on behalf of all Parties to the Receivables Proceeds Distribution Agreement) for acceptance of accession:

ACHMEA HYPOTHEKEN B.V.

by :

title :