

A blue abstract background with diagonal lines and a grid pattern.

TERMS AND CONDITIONS

for the purchase of goods by and the rendering of services to
AEGON N.V. ('AEGON').

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS BY AND THE RENDERING OF SERVICES TO AEGON N.V. ('AEGON').

1. GENERAL, APPLICABILITY

- 1.1 These general terms and conditions automatically apply to all agreements for the purchase of goods by and the rendering of advisory, consultancy or other services (except for making loans, or for providing financial instruments) to AEGON. They will also apply to such contracts with affiliates of AEGON, if expressly referred to these terms and conditions, in which case any reference herein to AEGON N.V. shall be construed as a reference to such affiliate.
- 1.2 These general terms and conditions will also apply to all agreements with AEGON for the supply of goods or the rendering of services for the performance of which the supplier or service provider uses services of or goods from third parties.
- 1.3 The applicability of any general terms and conditions of the supplier is hereby explicitly excluded, unless the parties have agreed otherwise in writing other than by means of general conditions. If the parties' general terms and conditions are both applicable, these terms and conditions will prevail in the event of any conflict between both parties' general terms and conditions.
- 1.4 If AEGON enters into agreements with a supplier more than once, the present general terms and conditions will apply to all subsequent agreements, irrespective of whether or not they have been explicitly declared applicable.

2. ORDER CONFIRMATION

AEGON retains the right to withdraw any order or assignment made by AEGON if such order or assignment is not confirmed by the supplier or provider in writing within a period of 14 calendar days. If such confirmation deviates from the order or assignment or if the contractual terms deviate from the order or the assignment, AEGON will only be bound by such deviating confirmation if AEGON subsequently explicitly consents thereto. The acceptance of goods or services by AEGON or any payment therefore does not imply any acceptance of such deviations.

3. QUALITY, SERVICE LEVELS

- 3.1 The supplier of goods gives such warranties as Section 7.1.3 of the Dutch Civil Code grants to a purchaser of goods and, in addition, the supplier warrants that:
 - the goods are of good quality, without deficiencies and are in accordance with the state of the art;
 - the goods are in accordance with the order, agreement and the required specifications and in accordance with all qualities that AEGON could reasonably expect such goods to have;
 - the goods are in accordance with the applicable laws, European and international treaties, directives and regulations, and the standards that are applied by the relevant industry;

- all third party licenses necessary for the proper functioning or use of the goods have been obtained, perpetually and free of charge for AEGON;
- such goods do not conflict with any intellectual property rights of any third party.

3.2 The service provider warrants that:

- the services are rendered to AEGON to the best of its expertise and ability, in accordance with the state of the art, the requirements of good workmanship and with what a reasonably colleague in the profession would deliver;
- the services are rendered by professional(s) who fully abide(s) by the law and any applicable professional rules of conduct;
- the services do not conflict with any intellectual property rights of any third party.

4. INFORMATION

Without prejudice to clause 7.5, AEGON will never be obliged to give any information about AEGON or its operations to any supplier or service provider.

5. DELIVERY

Goods shall be delivered at the delivery address most recently communicated by AEGON to the supplier.

6. CODE OF CONDUCT, INSIDER TRADING & CONFIDENTIALITY

- 6.1 The suppliers and service providers will comply with AEGON's Code of Conduct, which will be provided on request.
- 6.2 The suppliers and service providers do acknowledge that AEGON's shares and debt instruments are listed on the stock exchanges of Amsterdam, New York and London and that certain information about AEGON and its operations may be price sensitive. The suppliers and service providers will comply with the applicable (insider trading) laws.
- 6.3 The suppliers and service providers shall keep any information with respect to AEGON confidential and only share with their directors, officers and employees to the extent that they need to know such information for the proper fulfillment of their agreement with AEGON, whereby information shall mean information or data of whatever nature relating to AEGON in whatever form except of information:
- (a) which is in the public domain other than as a result of a breach of a confidentiality obligation; or
 - (b) which has been provided on a non confidential basis (directly or indirectly) from a source that was not prohibited from disclosing such information by a legal, contractual or fiduciary obligation to AEGON.

- 6.4 The suppliers and service providers shall upon request by AEGON destroy or return any not public information relating to AEGON and upon request certify that they have done so.
- 6.5 The obligations arising from clauses 6.3 and 6.4 shall expire after twenty-four (24) months after the termination of the agreement with AEGON.

7. LIABILITY, INDEMNIFICATION

- 7.1 The supplier of goods or service provider shall maintain adequate liability insurances.
- 7.2 In case of a breach of the agreement, the service provider or supplier shall be liable vis-à-vis AEGON for all damages caused as a result thereof, in accordance with Section 6.1.10 of the Dutch Civil Code. AEGON will not be compensated for damage that cannot reasonably be deemed to be caused by the relevant breach. Punitive damages will not be payable to AEGON.
- 7.3 AEGON will not under any circumstance be obliged to indemnify any supplier, provider or third party with respect to the services rendered or the goods supplied to AEGON.
- 7.4 Should any third party claim damages against AEGON as a result of the use or the possession of the supplied goods or the services rendered, the supplier of the goods or the service provider, as the case may be, shall indemnify AEGON against such third party claim.
- 7.5 The supplier of goods or service provider will not be liable for damage of whatever nature, resulting from the fact that the supplier or service provider has operated on the basis of incorrect and/or incomplete data provided by AEGON, unless the supplier or service provider should have been aware of this incorrectness or incompleteness.
- 7.6 The supplier of goods or service provider will not be liable for damage caused by the incorrect use of the goods supplied.

8. TERMINATION, NOTICE PERIOD

All agreements can be terminated without reason with due observance of an - in view of the nature of the agreement - reasonable notice period, which period shall never be longer than one month.

9. DISSOLUTION, FORCE MAJEURE

- 9.1 All agreements can be dissolved in whole or in part by both parties in the event of a breach of the other party, if and to the extent such breach justifies such dissolution.
- 9.2 If performance of an agreement cannot take place as a result of an event that under Dutch law qualifies as force majeure, such event cannot be a basis for dissolution or cancellation of the contract, nor for reduction of the total price or for damage compensation.

10. PAYMENT, FEES, CONSIDERATION, TAXES

- 10.1 All contractual amounts due by AEGON shall be paid within a period of 45 calendar days after receipt by AEGON of an invoice, if and to the extent such invoice is in accordance with the agreement and order. Any increase of (rebated) amounts due as a result of late payment shall not be binding on AEGON. Any objections to the amounts stated in invoices will suspend the payment of obligation.
- 10.2 AEGON will not be liable for any collection costs that the service provider or the supplier of goods may claim.
- 10.3 If AEGON fails to pay within the period referred to in clause 10.1 above, interest will accrue from the end of that period and on the amount due by AEGON at an annual rate of the then current one month EURIBOR percentage plus 200 basis points.
- 10.4 Any agreements for amounts that are payable by AEGON on a discretionary basis shall be null and void.
- 10.5 Any service provider or supplier of goods located outside the Netherlands, must comply with the applicable tax laws in the relevant country(ies), including the local applicable rules on invoices.

11. APPLICABLE LAW, JURISDICTION

- 11.1 All agreements with AEGON will be governed by Dutch law with exclusion of the UN Convention on the International Sale of Goods 1980 (CISG).
- 11.2 All disputes shall be exclusively submitted to the competent courts in The Hague, The Netherlands.

AEGON N.V.
AEGONPLEIN 50
2591 TV THE HAGUE
THE NETHERLANDS
P.O. BOX 85
2501 CB THE HAGUE
THE NETHERLANDS