

## General Conditions

### VanEps Kunneman VanDoorne

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1. These general conditions govern all work performed or to be performed by or on behalf of VanEps Kunneman VanDoorne, a public partnership (*openbare vennootschap*), registered with the commercial register of Curaçao under number 87475 and residing there at Julianaplein 22. If the work performed or to be performed, all circumstances considered, have a closer connection with the Aruban partnership of the same name, a partnership (*maatschap*) registered under number H34656.0 in the commercial register of Aruba and resides there at L.G. Smith Boulevard 64, these general conditions govern all work performed or to be performed by or on behalf of that Aruba partnership. The former partnership is referred to in these general conditions, unless, all circumstances considered, the work performed or to be performed have a closer connection with the Aruban partnership. In that event the latter partnership is referred to.
  2. The legal entities which are directly or indirectly the partners of VanEps Kunneman VanDoorne, the natural persons who are the direct or indirect shareholders of the legal entities that are the partners of VanEps Kunneman VanDoorne and the natural persons who are the partners of VanEps Kunneman VanDoorne are referred to as “partners” in these general conditions.
  3. The term “persons affiliated with VanEps Kunneman VanDoorne” includes (a) the persons who are, have been, or will at any time be partners, persons being shareholders in partners and other present and future participation of partners; (b) Stichting Beheer Derdengelden Advocatenkantoor VanEps Kunneman VanDoorne; and (c) persons who work or have worked for or who are or have been otherwise affiliated with VanEps Kunneman VanDoorne in the capacity of employee, adviser or freelancer, or in any other capacity. A reference in these general conditions includes a reference to natural persons, legal entities and other entities.
  4. The term “client” means a person who enters or will enter into a contract for services (*overeenkomst van opdracht*) or other agreement with VanEps Kunneman VanDoorne with a view to the performance of work by VanEps Kunneman VanDoorne or a person who otherwise has a legal relationship with VanEps Kunneman VanDoorne in respect of that work. The term “work” includes the provision of services and other performances by any name.
  5. All engagements (*opdrachten*) are accepted and are performed exclusively by VanEps Kunneman VanDoorne which shall be exclusively responsible for such performance. VanEps Kunneman VanDoorne designates which persons affiliated with VanEps Kunneman VanDoorne carry out the work required for the performance of the services under the engagement. All the foregoing applies irrespective of whether the client has entered into the engagement with the express or implicit intention that one or more certain persons affiliated with VanEps Kunneman VanDoorne would carry out the work. The articles 7:404 and 7:407 paragraph 2 of the applicable Civil Code contain provisions deviating from the provisions of this article 2 of these general
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conditions; the applicability of those articles 7:404 and 7:407 paragraph 2 of the Civil Code is excluded.

6. If third party service providers are engaged by VanEps Kunneman VanDoorne, the latter shall, where possible, consult with the client beforehand and shall in any event exercise due prudence in the selection of such service providers. VanEps Kunneman VanDoorne shall not be liable for any failure, fault or shortcoming of such service providers. VanEps Kunneman VanDoorne has the right to accept any limitations of liability stipulated by service providers whose services have been procured by VanEps Kunneman VanDoorne.
7. Any and all liability of VanEps Kunneman VanDoorne shall be limited to the amount which in the case concerned is claimable under our professional liability insurance plus the amount of the excess which in accordance with the terms of the insurance, VanEps Kunneman VanDoorne has to bear in the particular case.
8. Save in an event of willful default or gross negligence by VanEps Kunneman VanDoorne, the client shall indemnify and hold VanEps Kunneman VanDoorne harmless from and against all actions, claims or demands of third parties – including the actual costs to be incurred by VanEps Kunneman VanDoorne in connection therewith – arising from or relating in any way to the work or services performed by VanEps Kunneman VanDoorne for the client.
9. Unless otherwise agreed in writing, the fees to be paid by the client will be calculated on the basis of the number of hours worked multiplied by the applicable hourly rate according to the scale of fees as periodically set by VanEps Kunneman VanDoorne. Out of pocket expenses paid by VanEps Kunneman VanDoorne on behalf of the client will be billed separately. All amounts are exclusive of taxes such as turnover tax or value added tax.
10. To the extent possible, VanEps Kunneman VanDoorne will charge on a monthly basis notwithstanding the possibility to invoice at any other time. All invoices sent by VanEps Kunneman VanDoorne to the client must be paid within fourteen days from the date of the invoice. Evidence of sending an invoice by mail, courier, fax, e-mail or otherwise according to the administration of VanEps Kunneman VanDoorne constitutes the rebuttable presumption of receipt and examination of the invoice on the same day, in case of sending by e-mail or fax, and of receipt and examination not later than one week after sending of the invoice through other means. If the client does not object to the invoice within a period of four weeks after he can be presumed to have received and examined the invoice, he will be considered to have approved the invoice. In such case, the right to adduce any kind of objection against such invoice will have lapsed (*vervallen*). Failing timely receipt of payment of an invoice in its bank account notified in its invoice, VanEps Kunneman VanDoorne will charge a compound interest on the amount overdue, at a rate of 12% per annum or statutory interest, whichever is higher. In that case, VanEps Kunneman VanDoorne shall have the right to suspend or terminate its services. VanEps Kunneman VanDoorne shall not be liable for damages arising as a result of this suspension or termination of its services. In addition, VanEps Kunneman VanDoorne shall be entitled to charge collection costs. Internal collection costs shall be charged at an hourly rate equal to the average

hourly rate charged in the invoices collected, regardless the seniority or function of the employee, partner or other staff member concerned. Third party costs will be charged on in full. The interest and collection costs stipulated in these general conditions shall be deemed to be part of the salary (*salaris*) for services performed and still to be performed. As regards the applicable fee rates, interest and collection costs, the agreement between VanEps Kunneman VanDoorne and its client, to which these general conditions apply, will therefore also constitute an agreement determining the attorney's salary (*overeenkomst ter vaststelling van het salaris van de advocaat*), as contemplated in article 32 of the National Attorneys Ordinance 1959 (*Advocatenlandsverordening 1959*) and in possible subsequent regulations. That article provides that an attorney (*advocaat*) is entitled to conclude such agreements. VanEps Kunneman VanDoorne is authorized to (collect and) set off monies received by it or the Stichting Beheer Derdengelden Advocatenkantoor VanEps Kunneman VanDoorne (administering Van Eps Kunneman VanDoorne's third party accounts) on behalf of the client against outstanding fees, disbursements and outstanding invoices.

11. When offering commercial communications electronically, VanEps Kunneman VanDoorne is obliged to provide certain information. This information can be accessed at [ekvandoorne.com/complaintprocedure](http://ekvandoorne.com/complaintprocedure) and contains, among other things, registration with judicial authorities and professional organizations of the attorneys of VanEps Kunneman VanDoorne, applicable professional rules of conduct and complaint procedures available.
12. The conditions in these general conditions have been made also on behalf of the individual partners of VanEps Kunneman VanDoorne, the directors of the legal entities that are partners of VanEps Kunneman Van Doorne, the legal entities that are persons affiliated to VanEps Kunneman Van Doorne, the directors of the latter legal entities; and all persons employed or having been employed by or for VanEps Kunneman VanDoorne.
13. The legal relationship between VanEps Kunneman VanDoorne and the client is to be governed by the laws applicable in the jurisdiction of the place of residence of the client if this is at Aruba, Bonaire, St. Maarten, St. Eustatius or Saba. In all other cases, including the case in which VanEps Kunneman VanDoorne acts on behalf of various clients with different places of residence as contemplated hereinabove, Curaçao law applies. Disputes shall be settled exclusively by the competent forum in Curaçao, or, at VanEps Kunneman VanDoorne's sole discretion, the competent forum of Aruba or of the client's place of residence.
14. These general conditions have been written in the Dutch and English languages. In the event of differences in (the interpretation of) the text, the Dutch version shall prevail.