

## **General Terms and Conditions Nagelmakers Advocaten**

### **Article 1: Definitions**

Corporation: the close corporation Banana Law B.V. d.b.a. Nagelmakers Advocaten, with its registered office in Curaçao.

Associated Persons: all legal entities/persons that are or were directly or indirectly involved in the Corporation in any way, or any person for whose acts or omissions the Corporation is, has been or could be liable, such as - but not limited to - shareholders, directors, employees and the foundation Stichting Derdengelden Musa.

Client: the natural person or legal entity with whom the Corporation has or had a contract for legal services.

Fee: the financial compensation payable by the Client to the Corporation for work arising from an assignment to provide legal services.

Disbursements: all costs incurred by the Corporation in the performance of the assignment given to the Corporation.

### **Article 2: Scope of application**

These Terms and Conditions apply to all assignments given to the Corporation and to any subsequent, amended, additional or new assignment. In that case, the Client is considered to be familiar with the content of the Terms and Conditions. Both the Corporation and the Associated Persons may invoke these Terms and Conditions. The applicability of other general terms and conditions is hereby expressly excluded.

The Corporation is authorized to amend or supplement these Terms and Conditions. The amended Terms and Conditions are deemed to have been accepted and are binding, if the Client does not lodge a notice of objection within 14 days after receipt of the amended Terms and Conditions.

### **Article 3: Contract for services**

Each assignment is exclusively accepted and performed by the Corporation and expressly not by any of the Associated Persons. This also applies if it is the explicit or implicit intention of the Client that the assignment is performed by a specific Associated Person. The applicability of Article 7:404 of the Civil Code and Article 7:407, paragraph 2, of the Civil Code is expressly excluded. In the performance of their professional activities, the Associated Persons act exclusively for the account and risk of the Corporation.

When concluding the contract, the Corporation may only be represented by attorneys associated with the Corporation. Unless otherwise agreed, the Corporation is free to determine who will be engaged in the performance of the assignment.

### **Article 4: Fee statement and payment**

The Fee is determined based on the rates established by the Corporation, unless expressly agreed otherwise. The Fee will be charged to the Client based on time and nature of the work, plus the taxes and disbursements due. The work performed is recorded in units of 6 minutes. Docket entries can be charged based on a fixed period. In principle, a fee statement is prepared every month. The Corporation may adjust the amount of the rates - based on which the Fee is determined - in the interim period. As of the date on which the new rates apply, the new rates will also be charged in current matters as of that date. The Corporation may at any time demand an advance on the Fee and the Disbursements.

Unless otherwise agreed, payment of the fee statements must be made within a period of 14 days, in the manner stated at the bottom of the fee statement. If payment is not made within the specified period, the Client will be in default without any notice of default being required; as a result, the Client owes statutory interest plus 3% and extrajudicial costs. The extrajudicial costs are equal to 15% of the outstanding amount with a minimum of ANG 750.00. In case of default, the Corporation is also authorized to suspend or terminate the performance of the contract. The Corporation is not liable for any damage arising from the suspension or termination of the work. If the Corporation, or Stichting Derdengelden Musa, retains funds for the Client, it is authorized to set off these funds against its fee statements.

If the Client fails to lodge a notice of objection to the fee statement within 4 weeks after the date of the fee statement, he is deemed to agree to the fee statement and the right to lodge a notice of objection to the fee statement will expire.

**Article 5: Liability**

Any liability of the Corporation and the Associated Persons is limited to the amount paid in the case in question under the liability insurance policy of the Corporation, plus the deductible payable by the Company pursuant to the insurance contract.

If, for any reason whatsoever, no payment is made under the liability insurance policy, any liability is limited to twice the Fee charged in the case in question in the 12 months preceding the event giving rise to the liability, with a maximum of ANG 40,000.00 (forty thousand Netherlands Antillean guilders).

The Client indemnifies the Corporation and the Associated Persons against all claims of third parties arising from the work performed by the Corporation on behalf of the Client, as well as against any costs to be incurred by the Corporation in connection therewith, including the reasonable costs of legal assistance.

The foregoing limitations of liability do not apply in the event of willful misconduct or gross negligence.

By giving the assignment, the Client waives the right to hold the Associated Persons liable on any grounds whatsoever for compensation of damage resulting from the performance of work and of the right to take any legal measures against them.

The Corporation will always exercise due care when engaging third parties in the performance of the contract.

The Corporation is authorized to accept liability exclusions of third parties on behalf of the Client. The Corporation is not liable for any failure and/or unlawful acts of these and other third parties.

The Corporation, also on behalf of Stichting Derdengelden Musa, excludes any liability arising from or in any way related to the insolvency of or any other failure to comply with its obligations by any bank, financial institution or other third party.

The Corporation is not liable for any damage resulting from communication by electronic means, such as e-mail and other forms of data traffic, unless there is willful misconduct or gross negligence. Both the Corporation and the Client will exercise due care to prevent associated risks, such as - but not limited to - distortion, delay, disappearance and viruses.

Without prejudice to the provisions of Article 6:89 of the Civil Code, all claims against the Corporation and the Associated Persons will lapse, if they have not been brought before the competent court within one year after the date on which the person concerned became aware or could reasonably have been aware thereof.

**Article 6: Miscellaneous**

The file will be retained for five years after completion of the assignment, after which the Corporation is free to destroy the file without further notice.

Pursuant to applicable regulations (including the National Ordinance on the Disclosure of Unusual Transactions and the National Ordinance on Identification in relation to Financial Services), the Corporation is obligated to establish the identity of the Client and to disclose unusual transactions to the authorities. By giving the Corporation an assignment, the Client confirms that he is aware of this fact, and that he gives his consent insofar as necessary.

These Terms and Conditions are available in Dutch and English. In the event of any difference in content or purport, the Dutch text is decisive and binding.

The legal relationship between the Corporation and the Client is governed by Curaçao law. All disputes arising from such a legal relationship will exclusively be decided on by the competent court in Curaçao.