

General Terms and Conditions of Wildeman Legal & Mediation B.V.

1. Wildeman Legal & Mediation

- 1.1. Wildeman Legal & Mediation B.V., trading under the names 1. Wildeman Legal, and 2. Wildeman Legal & Mediation, hereinafter referred to as: *'Wildeman Legal'*, is a private limited company established under the law of Curaçao and registered in the Trade Register of the Chamber of Commerce & Industry of Curaçao under number 150026.

2. Applicability

- 2.1. These General Terms and Conditions apply to any assignments, performed or to be performed by or on behalf of Wildeman Legal, and to all legal relationships between Wildeman Legal and third parties. These General Terms and Conditions also apply expressly to additional or follow-up assignments. The applicability of the terms and conditions of the Client is explicitly excluded.
- 2.2. In the event of amendments of these Terms and Conditions by Wildeman Legal, the amended Terms and Conditions shall apply to all new assignments effective from the date of publication on www.wildemanlegal.com. These General Terms and Conditions are drawn up in the Dutch and English language. In the event of contrariety, the Dutch text will prevail.

3. Assignment

- 3.1. The legal relationship between the Client and Wildeman Legal is a letter of engagement. The applicability of Book 7 Section 404 of the Civil Code, Book 7 Section 407 (2) and Book 7 Section 409 is explicitly excluded.
- 3.2. The performance of the assignments takes place exclusively for the benefit of the Client. Third parties cannot derive any rights from the assignments and the performance thereof.
- 3.3. In the performance of the activities of Wildeman Legal, Wildeman Legal always takes on a best-efforts obligation and not an obligation of result.
- 3.4. Both the Client and Wildeman Legal can, if they so wish, terminate the agreement with immediate effect by means of a written notice of termination, by letter or by e-mail. Upon termination the Client is obliged to pay the fee plus the fees of engaged third parties where applicable, for the performed work up to the termination of the performance, or in case of a fixed fee, the Client is obliged to pay the fee agreed upon.

4. Engagement of third parties

- 4.1. Wildeman Legal can, when carrying out its work, engage the services of third parties (other lawyers, notaries, tax lawyers etc.) in consultation with the Client. Wildeman Legal is not liable for errors of these third parties.
- 4.2. Wildeman Legal is not liable for any (damage resulting from any) shortcomings or errors by engaged third parties.

5. Working area and travel expenses

- 5.1. Wildeman Legal carries out its activities on and outside of Curaçao. Travel undertaken by Wildeman Legal on behalf of the Client outside Curaçao will be reimbursed by the Client. The Client must pay the costs of accommodation and transportation on site.
- 5.2. Wildeman Legal also charges a daily allowance of USD 100 for travel outside of Curaçao. With regard to the costs involved in traveling outside of Curaçao, Wildeman Legal does not apply any surcharge and, at the Client's request, (a) cop(y/ies) of the invoice(s) from which the costs incurred appear are submitted.

6. Fee, invoicing, payment and defaulters

- 6.1. Unless explicitly agreed otherwise, the fee is calculated on the basis of the number of hours worked by Wildeman Legal multiplied by the hourly rate. The hourly rate can be adjusted over time by Wildeman Legal.
- 6.2. Wildeman Legal always requests a deposit from the Client, unless explicitly agreed otherwise the amount is due before the performance of the assignment. The deposit will be settled against the invoices of the Client.
- 6.3. Wildeman Legal invoices the fee (including VAT, office expenses of 3% and expenses such as court fees, if any) once a month, and sends a specification of the hours worked. The payment term is 10 days. If the Client does not pay on time, the Client is legally in default. A payment reminder then follows, and subsequently a demand for payment. Wildeman legal reserves the right to take all necessary measures for the collection of claims. Wildeman Legal is entitled to charge the actual (judicial and extrajudicial) collection costs to the Client.
- 6.4. Wildeman Legal is entitled to postpone the execution of all work in connection with a specific assignment (after Wildeman Legal has informed the Client thereof by email) until the outstanding amount has been paid in full. Wildeman Legal is not liable for any resulting damage.

7. Liability

- 7.1. The liability of Wildeman Legal is limited to a maximum of the amount that has been paid to Wildeman Legal by or on behalf of the Client within the framework of the relevant assignment within the year in which the event has taken place, with a maximum of NAf 10,000.
- 7.2. Wildeman Legal is not liable for damage resulting from faulty cooperation, information or materials from the Client.
- 7.3. Wildeman Legal is not liable for damage as a result of the use of (electronic) communication resources including damage as a result of the non-delivery or failure of timely delivery of electronic messages by third parties or by software / equipment used for electronic communication and transmission of viruses and other equipment causing damage.
- 7.4. A claim for compensation for damage must be submitted to Wildeman Legal within 12 months after the Client has discovered or could reasonably have discovered the damage, failing which the right to compensation will lapse.

8. Third parties and clients' funds

- 8.1. Wildeman Legal does not have a Third Parties' account [*Stichting Derdengelden*] and does not receive any clients' funds.

9. Confidentiality

- 9.1. Wildeman Legal will take the necessary measures to guarantee the confidentiality of data provided by the client to Wildeman Legal.
- 9.2. In accordance with applicable legislation, including the National Ordinance Identification Services and the National Ordinance Reporting Unusual Transactions, Wildeman Legal - to prevent the use of the financial system for money laundering and the financing of terrorism - is, under certain circumstances, obliged to (i) establish the identity of the client and to report the ultimate beneficiar(y/ies) and (ii) unusual transactions within the meaning of the national ordinance to the designated authorities. On the basis of that national ordinance, Wildeman Legal is prohibited to inform the client or (a) third part(y/ies) regarding the report.

10. Applicable law, disputes and complaints

- 10.1. The legal relationship between Wildeman Legal and the client will be governed only and exclusively by the law of Curaçao. The Court of First Instance of Curaçao has jurisdiction in the first instance.
- 10.2. In the event of a complaint, the office complaints procedure of Wildeman Legal applies. In the event of complaints, Wildeman Legal will first discuss the complaint with the client to find a solution together.