LEGALDIPITY

General Terms and Conditions Legaldipity B.V.

1. Legaldipity B.V. (hereinafter: Legaldipity) is a private company with limited liability incorporated under the laws of the Bonaire. Legaldipity is registered with the Trade Registry of the Chamber of Commerce of Bonaire under number 13543. Legaldipity has the object of dispensing legal advice and performing related services. Legaldipity has its offices on Bonaire.
2. Legaldipity shall be the sole contracting party of the client. This shall also be the case if it is the explicit or implied intention that the instruction shall be carried out by a specific person. The applicability of section 7:404 of the Bonaire Civil Code (which relates to the situation where it is the client's intention that an instruction be carried out by a specific person) and of section 7:407 paragraph 2 of the Bonaire Civil Code (which establishes joint and several liability for situations in which an instruction is issued to two or more persons) is explicitly excluded.
3. Persons performing professional services for Legaldipity (whether or not they are direct or indirect shareholders of Legaldipity) do so exclusively for the account and risk of Legaldipity.
4. Any additional and/or follow-up instructions will also be governed by these General Terms and Conditions, which, in that case, clients are deemed to have read and accepted.
5. Legaldipity's liability for an incident is limited to a maximum of the amount paid out by the liability insurer for that incident, increased, if applicable, by the amount of Legaldipity's deductible for that incident, or, if Legaldipity has no coverage for the incident and to the extent legally permissible, the total amount of the contract sum for the relevant assignment, excluding ABB.
6. Legaldipity is authorised to take on the services of third parties in performing the contract with the client. Legaldipity shall, as far as possible, conduct advance consultations with the client before engaging a third party. Legaldipity is at no time liable for any failure or unlawful act on the part of third parties. Legaldipity is authorised by the client to accept on behalf of the client any limitations of liability of third parties. The client indemnifies Legaldipity against all third-party claims in this respect.
7. In the event of an emergency, Legaldipity may appoint a substitute and grant them access to a client's file in order to ensure the (continuity of the) proper representation of the client's interests.
8. Without prejudice to the provisions of Article 6:89 of the BES Civil Code, the right to compensation shall in any event lapse 12 months after the damaging event has occurred.

9. Unless explicitly agreed otherwise in writing, the fee is calculated on the basis of the number of hours worked multiplied by hourly rates (excluding ABB) periodically fixed by Legaldipity.
10. Costs and expenses payable by Legaldipity on behalf of any client – including for example taxed and untaxed disbursements – are charged periodically in addition to the fee, with documentary proof (bill or proof of payment).
11. Unless explicitly agreed otherwise in writing, all Legaldipity invoices will be subject to a a payment term of 14 days after the date of an invoice. If a client does not make payment within the applicable payment term or does not settle a requested advance payment within the required period, Legaldipity is entitled to immediately suspend or cease its activities for the client without Legaldipity being liable for any damages that arise as a result.
12. If a client fails to object in writing to the amount of the fee charged, or to the amount of the invoice in general, within two months of the invoice date, the invoice shall be deemed final and irrevocable, without prejudice to the statutory budgetary powers of the supervisory council (*raad van toezicht*).
13. In the event that the client and Legaldipity engage in communications through electronic means, such as email, Whatsapp and/or other methods of digital information exchange, both parties recognise the risks associated therewith, such as among other risks, distortion, loss, delays, unintended disclosure and virus transmission. Legaldipity will not be liable for any damages as a result of the use of electronic communication, except in the event of wilful misconduct or gross negligence. The client and Legaldipity will do or not do all that can be reasonably expected from them to avoid such risks.
14. These General Terms and Conditions may also be invoked by persons and legal entities associated with Legaldipity, explicitly including all employees and contractors of Legaldipity, whether directly or indirectly, that are involved in any manner in the services provided by or on behalf of Legaldipity. This is an irrevocable third party clause within the meaning of section 6:253 of the Bonaire Civil Code.
15. In the event of a discrepancy between the Dutch language Terms and Conditions (*Algemene voorwaarden*) and these English language Terms and Conditions, the Dutch language document shall prevail.
16. Legaldipity does not have its own Third-Party Funds Foundation (*Stichting Derdengelden*) and therefore does not enter into the receipt or management of funds for or on behalf of third parties.
17. Dutch law is applicable to all contracts and engagements of Legaldipity. Any and all disputes about or in connection with the formation, interpretation, content and/or performance of a contract (and all other related services of Legaldipity) shall be brought

exclusively before the Joint Court of Justice of Aruba, Curaçao, Sint Maarten, and of Bonaire, Sint Eustatius and Saba (location Bonaire).