

# TERMS AND CONDITIONS

Valid from January 1<sup>st</sup>, 2018 and updated on March 1<sup>st</sup>, 2021

**Everything Legal B.V.** (hereinafter referred to as: the firm) is a limited liability company incorporated under the laws of Curaçao and registered in the trade register of the Chamber of Commerce and Industry in Curaçao under file number 145567.

## Article 1 - Applicability

1.1 These general terms and conditions shall apply to all legal relationships between the firm and the client, including all work performed by the firm, its lawyers and/or its employees.

1.2 Deviations from these general terms and conditions are only valid if they have been expressly agreed in writing. The firm expressly rejects the applicability of the client's general terms and conditions.

1.3 Only the firm will be considered the contractor for assignments that the firm carries out for its clients, even if a certain employee of the firm carries out a certain assignment. Both the employee directly or indirectly holding shares in the firm, and the employee employed by the firm will act exclusively on behalf of the firm. Sections 7:404 and 7:407 paragraph 2 of the Dutch Civil Code (*BW*) expressly do not apply to the services of the firm.

## Article 2 - Obligations

2.1 In performing the work, the firm shall exercise the greatest possible care with respect to the client's interests. In particular, the firm shall ensure the confidentiality of all data and information made available by the client within the framework of the agreement.

2.2 If and in so far as required for the proper performance of the agreement, the firm shall be entitled to have the work performed by third parties.

2.3 With regard to agreements of assignment, it always implies an obligation on the part of the firm to perform to the best of its abilities, and expressly not an obligation to achieve a result.

2.4 The firm and/or the lawyer are in no way obligated to perform any work whatsoever before the client has signed an agreement and this agreement has subsequently been received by the firm.

2.5 The firm and/or the lawyer are in no way whatsoever obliged to perform any work if the client fails to comply with any obligation arising from the agreement or the general terms and conditions.

## Article 3 - Duration of the contract and execution term

3.1 In the event that a term has been agreed between the firm and the client in connection with the execution of the work, this term shall only apply approximately, unless explicitly agreed otherwise in writing. Non-timely performance does not entitle the client to damages, dissolution of the agreement or suspension of any obligation towards the firm.

3.2 The firm and the client may terminate the agreement in writing at any time. (a) If the client terminates the contract prematurely, the firm shall be entitled to compensation for the loss incurred as a consequence. In addition, the client shall then be obliged to pay the invoices for the work performed up to that point. (b) If the agreement is terminated prematurely by the firm, the firm shall lose its claim to payment, except in so far as the work already carried out is of use to the client or has already been invoiced and paid.

## Article 4 - Quotations

4.1 All quotations are entirely free of obligation and the firm shall only be bound by the quotation immediately after being signed by both the client and by the firm.

4.2 The prices stated in the quotation are exclusive of turnover tax and other government levies, as well as any costs to be incurred within the framework of the agreement, including shipping and administration costs, unless stated otherwise in the quotation.

## Article 5 - Fees

5.1 The client shall owe a fee for work performed by the firm, plus out-of-pocket expenses, one-off administrative costs, firm expenses, and taxes.

5.2 An intake interview will take a maximum of fifteen minutes and will be charged at the applicable intake rate. If advice is given immediately, the hourly rate will be charged after the first fifteen minutes. Cancellation of an appointment must take place at least twenty-four hours before the scheduled time of the appointment. No costs will be charged in the event of timely cancellation. In the event of late cancellation or failure to show at the appointment, the intake rate will be charged.

5.3 The administrative costs are in principle equal to the applicable net hourly rate. Administrative costs will be charged per file or case. For immigration law, a maximum of five related cases comprises a single file. In the case of a first application for a permit, the administrative costs shall not exceed three times the hourly rate.

5.4 The work shall be charged pro rata to the time spent, according to the firm's usual hourly rates. Hours shall be written in time units of six minutes. Only if

deviating arrangements have been made in writing, a different rate will apply, in which case the parties may also agree on a fixed fee.

5.5 For urgent cases, the administrative costs and hourly rate will be doubled. Emergencies are, with the exception of criminal law, when any document, permit and/or term is due to expire within two months or when work has to commence within seven days or when a consultation is required within twenty-four hours.

5.6 The attorney salaries awarded in proceedings belong entirely to the firm.

5.7 The firm is entitled to set off any price changes that have occurred after the contract has been concluded with the client. In the event of an increase in tax rates, the hourly rate will be adjusted in the sense that it will be rounded up in units of ten guilders.

## Article 6 – Advance payments

6.1 The firm shall be entitled to charge an advance payment for the work to be carried out, against which invoices shall be settled. If the advance payment is insufficient or threatens to become insufficient, the firm shall be entitled to charge a new advance payment. If the client fails to pay the advance payment on time, the firm shall be entitled to discontinue the activities and, if necessary, to definitively terminate the assignment.

6.2 Insofar as the outstanding invoices cannot be set off against the available advance payment, the client will still have to pay the invoices. To the extent that part of the advance payment remains after settlement of the invoices (including the final invoice), this part will be refunded to the client.

## Article 7 - Payment and suspension

7.1 The client is obliged to pay all invoices from the firm to the firm within fourteen days of their issue, unless stated otherwise in the invoice. The firm will charge the client for any costs incurred that are not included in its fees. Objections to the amount of the invoices do not suspend the payment obligation.

7.2 The firm and/or the lawyer will be entitled to discontinue or suspend the performance of the activities as soon as the client is in default with respect to its existing (payment) obligations. If a repeated request for payment is not complied with, the firm and/or the lawyer are entitled to terminate the assignment and to definitively cease its activities. The foregoing is without prejudice to the client's obligation to pay any outstanding bills or invoices, and without this resulting in any liability on the part of the firm and/or the lawyer if the client is adversely affected.

7.3 The applicable term of payment is a strict deadline, so that if it is exceeded, the client will be in default by operation of law, without further notice of default being required, and an annual cumulative interest of 10% due to delay will be payable. The interest on the amount due and payable will be calculated from the moment the client is in default until the moment of payment in full.

7.4 Letters (requests, reminders, and summonses) in connection with overdue payment or extrajudicial collection will be charged to the client after the client is in default, whereby for each letter an amount of NAf 75.- is due. Other extrajudicial and judicial collection costs shall be for the account of the client who is in default.

7.5 All goods delivered by the firm remain the property of the firm until the client has fulfilled all obligations towards the firm.

## Article 8 – Third-party funds

8.1 The firm has a third-party management fund, which is managed by "Stichting Beheer Derdengelden ELBV" (hereinafter referred to as: the foundation). These terms and conditions apply to the foundation.

8.2 The foundation can charge administration, bank, and transaction costs. These costs are deducted from the amount deposited. No interest is paid on deposits in a third-party account.

8.3 Funds under the management of the firm intended for the client, or funds from the client payable to third-parties on the client's behalf, are deposited into the third-party account of the foundation.

## Article 9 - Offsetting

9.1 The firm shall at all times be entitled to set off one or more outstanding invoices against funds received by the firm or the foundation on behalf of the client. If the firm has agreed with the client that an advance payment will be made, the firm is entitled to set off this advance payment against invoices.

9.2 In the event of recovery of fees, charges and other levies, twenty percent of the amount collected shall be charged, unless otherwise agreed.

9.3 Any allocation of legal costs will be settled with the final invoice of the firm.

## Article 10 - Files

10.1 The firm shall be entitled to destroy files without further notice after a period of five years has elapsed since a case was closed. If the client has been informed of the client's intention to destroy files, the firm is entitled to destroy files after three months have elapsed since the notice was given.

10.2 Non-original documents may be removed from the file and destroyed at any time. Documents produced by the firm remain the property of the firm and may be removed from the file and destroyed at any time.

#### **Article 11 - Withdrawal and termination**

11.1 Both parties may terminate the agreement in writing at any time. (a) If the contract is terminated prematurely by the client, the firm shall be entitled to compensation for the loss incurred as a result. In addition, the client shall then be obliged to pay the invoices for the work carried out up to that point. (b) If the agreement is terminated prematurely by the client, the firm shall lose its claim to payment, except in so far as the work already carried out is of use to the client.

11.2 The firm shall be entitled, without notice of default or obligation to pay damages, to terminate the agreement in whole or in part, or - at its discretion - to suspend further performance of the agreement, if the client is placed under guardianship or dies, or if the client fails to comply with any legal obligation towards the firm, or any obligation arising from the agreement. (a) In the cases referred to in section 2, the firm shall be entitled to immediately claim the entire fee owed by the client to the firm. (b) The client shall be obliged to inform the firm immediately if a circumstance within the meaning of section 2 occurs.

11.3 At the end of the assignment agreement, the client shall continue to owe the fee and any other fees for work or other transactions that have taken place up to and including the day on which the notice of termination has reached the person or address of the other party.

#### **Article 12 - Liability**

12.1 The firm shall not be liable for any damage suffered by the client as a result of an act or omission by the firm in the performance of the agreement or otherwise, except in the case of intent or gross negligence. Consequential loss, including loss of profit or losses suffered, will never qualify for compensation.

12.2 In the event of defects, the client shall give the firm the opportunity to perform the work again. In the event that, according to objective standards, it is no longer possible to perform the work again, the firm shall only be liable within the limits of article 12.

12.3 Any and all liability of the firm and its employees shall be limited to the amount paid out by the firm's insurer in the case in question, increased by the amount of the deductible which shall be borne by the firm and its employees in accordance with the policy conditions. If for whatever reason no payment is made by an insurer, the liability of the firm and its employees shall be limited to the fee charged in the matter concerned, with a maximum of ANG 10,000.

12.4 Without prejudice to the provisions of national ordinances, any claim against the firm and/or its employees will lapse in any case 12 months after the event that caused the damage has been discovered or should reasonably have been discovered.

12.5 The exclusions and limitations of liability as mentioned in this article are also stipulated for and on behalf of the firm's subordinates and anyone else whose assistance the firm makes use of in the performance of the work.

#### **Article 13 - Indemnities**

13.1 The client shall indemnify the firm against all claims of third parties for damage related to or arising from the agreement.

13.2 The client shall indemnify the firm against claims by third parties relating to intellectual property rights on materials or data provided by the client and used in the performance of the agreement.

13.3 If the client provides the firm with information carriers, electronic files, or software etc., the client guarantees that the information carriers, electronic files or software are free of viruses and defects.

#### **Article 14 - Force majeure**

14.1 Force majeure is understood to mean any circumstance on the basis of which (further) performance of the agreement by the firm cannot reasonably be required. This shall in any case be understood to mean loss of data as a result of computer failure, virus infection or computer peace breakage by third parties and calamities which prevent or limit the business operations of the firm.

14.2 In the event that the firm is prevented by force majeure from carrying out all or part of the work, the firm shall be entitled, without judicial intervention being required, to suspend the performance of the work or to regard the agreement as having been dissolved in whole or in part, at its discretion, without being obliged to compensate any damage suffered by the client.

14.3 In the event that, at the time of the occurrence of force majeure, the firm has already partially fulfilled its obligations vis-à-vis the client arising from the agreement and has partially performed work for the client - and the work already performed is of independent value - the firm is entitled to invoice the relevant work separately. The client is then obliged to pay the relevant invoice.

#### **Article 15 - Confidentiality**

If the firm is obliged to provide confidential information to third parties designated by law or by the competent court on the basis of a statutory provision or a judicial decision, and the firm is unable to invoke a right to refuse to give evidence or a right to refuse to give evidence recognized or permitted by the competent court, the firm

shall not be obliged to pay damages or compensation and the other party shall not be entitled to dissolve the agreement.

#### **Article 16 - Intellectual property**

16.1 All documents provided by the firm, such as reports, advice, agreements, designs, software, etc., are exclusively intended to be used for the benefit of the client and may not be reproduced, made public or brought to the attention of third parties by the client without the firm's prior permission, unless the nature of the documents provided dictates otherwise.

16.2 The firm reserves the right to use the knowledge gained through the performance of the work for other purposes, provided that no confidential information is brought to the attention of third parties.

16.3 The firm shall be entitled to sign and/or use anything produced by the firm to promote its own organization and services.

#### **Article 17 - Transfer of rights and obligations**

The client is not entitled to transfer all or part of the rights and obligations arising from the agreements concluded under these general terms and conditions to third parties, except with the prior written consent of the firm.

#### **Article 18 - Subsidized legal assistance**

18.1 The client is aware of the possibility of free legal assistance and of the procedure concerning the request for free legal assistance. If the client is unfamiliar with the procedure concerning the request for free legal assistance, the client undertakes to inform the firm in writing (by e-mail, WhatsApp of the firm or letter).

18.2 Clients who are entitled to financed legal assistance shall be exempt from the hourly rate, administrative costs, and firm expenses for as long as the card for free legal assistance is valid.

#### **Article 19 - Communication**

The firm will only communicate with the client by e-mail, telephone, fax, WhatsApp and/or letters. As far as possible, the firm will only communicate with one contact person on behalf of the client.

#### **Article 20 - Permits**

20.1 The firm is not liable for the consequences of late submission of a request for renewal of a (temporary) residence permit if the client has not provided all the necessary documents or fulfilled all payment obligations four months before its current residence permit expires. In the case of a residence permit for the purpose of work, this period is five months.

20.2 The validity of documents for the purpose of applying for a (temporary) residence permit is the responsibility of the client. The lapse of these documents before the application has been submitted will be at the client's expense and risk.

#### **Article 21 - Criminal cases**

21.1 If a third party offers to pay for the legal assistance of the suspect in a criminal case, the firm will only accept this offer if the suspect has given his prior consent. If the lawyer associated with the case reasonably suspects that payment by a third party will not allow the suspect to freely determine his legal position, or that such payment requires a consideration from the lawyer or the firm other than the protection of the interests of the suspect, the firm will refuse the payment by a third party.

21.2 The lawyer associated with the case will endeavor to establish and maintain a relationship of trust with the suspect. If a difference of opinion or understanding leads to a breach of the relationship of trust, the lawyer will withdraw and the contract with the firm will be dissolved. The provisions of Article 10, paragraph two, are likewise applicable.

21.3 The lawyer associated with the case is not and cannot be obliged by the suspect and/or client to provide information about a criminal case to third parties or to grant access to procedural documents. If the lawyer chooses to share information with third parties, this will be done carefully and with the consent of the suspect.

#### **Article 22 - Choice of forum**

22.1 These general terms and conditions shall take effect on January 1<sup>st</sup> 2018 and were last amended on March 1<sup>st</sup> 2021 in Willemstad, Curaçao.

22.2 In the event that any provision in these general terms and conditions and/or agreements between the firm and the client should be null and void or be annulled, this shall not affect the validity of the other provisions.

22.3 The Dutch text of these terms and conditions is binding in the event of any discrepancy with the text of the terms and conditions in a foreign language.

22.4 The legal relationship between the client and the firm shall be governed by the laws of Curaçao. All disputes between the client and the firm that may arise as a result of or in connection with the agreement shall be settled by the competent court in Curaçao to the exclusion of all others.