

## TERMS AND CONDITIONS

*Valid from 1 January 2018*

**Everything Legal B.V.** (here after mentioned as ELBV) is a private limited liability company under Curaçao law and is registered in the trade register of the Curaçao Chamber of Commerce and Industry under file number 145567.

### **Article 1 - Applicability**

1.1 These general terms and conditions apply to all legal relationships between ELBV and the client, including all activities provided by ELBV.

1.2 Deviations from these general terms and conditions are only valid if expressly agreed in writing. ELBV explicitly rejects the applicability of general terms and conditions applied by the client.

1.3 Only ELBV will act as a contractor for contracts that ELBV carries out for its clients, even if a certain employee connected to ELBV carries out a specific assignment. Both the employee who holds shares in ELBV directly or indirectly and the employee who is employed by ELBV acts exclusively on behalf of ELBV. Articles 7: 404 of the Dutch Civil Code and 7: 407 paragraph 2 of the Dutch Civil Code explicitly do not apply to the services provided by ELBV.

### **Article 2 - Obligation**

2.1 When performing the work, ELBV will observe the greatest possible care with regard to the interests of the client. In particular, ELBV shall ensure the confidentiality of all data and information provided by the client in the context of the agreement.

2.2 If and in so far required for the proper execution of the agreement, ELBV is entitled to have the work carried out by third parties.

### **Article 3 - Offers**

3.1 All offers are entirely free of obligation and ELBV is only bound by the offer if the offer has been signed immediately by the client and by ELBV.

3.2 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 handling costs, unless stated otherwise in the offer.

### **Article 4 - Contract duration and execution time**

4.1 In the event that a period has been agreed between ELBV and the client in connection with the performance of the work, this period will only be approximate unless explicitly agreed otherwise in writing. Non-timely delivery does not entitle the client to compensation, dissolution of the agreement or suspension of any obligation to ELBV.

### **Article 5 - Honorarium**

5.1 Parties can agree on a fixed fee at the conclusion of the agreement.

5.2 If no fixed fee has been agreed, the fee will be determined on the basis of hours actually spent. The fee is calculated according to the usual hourly rates of ELBV, valid for the period in which the work was performed. Hours are written in time units of six minutes.

5.3 ELBV is entitled to set off any price changes that occurred after the agreement was concluded with the client.

### **Article 6 - Payment**

6.1 The Client is obliged to pay all invoices of ELBV to ELBV within fourteen days of the date, unless otherwise stated in the invoice. Objections against the height of the invoices do not suspend the payment obligation. ELBV charges costs that are not processed in its rates to the client.

6.2 If ELBV has agreed with the client that an advance payment will be made, ELBV is entitled to set off this advance against invoices.

6.3 If the client defaults in the payment within the period of article 6, first paragraph, the client is legally in default. Client will then owe interest of 1% per month, unless the statutory interest rate is higher, in which case the statutory interest rate applies. The interest on the due and payable amount will be calculated from the moment that the client is in default until the moment of payment of the full amount.

6.4 If the client does not pay the invoice within the period of article 6, first paragraph, ELBV is entitled to immediately suspend its work without being obliged to compensate any damage resulting as a result thereof.

6.5 Twenty percent of the collected amount will be charged when recovering fees, fees and other charges, unless otherwise agreed.

6.6 Any allocation of litigation costs will be settled with the final bill of ELBV.

6.7 All items delivered by ELBV remain the property of ELBV until the client has fulfilled all obligations towards ELBV.

### **Article 7 - Files**

7.1 ELBV is entitled to destroy files after a period of five years after the closing of a case without further notice. If the client has been informed of the intention to destroy files, ELBV is entitled to destroy files after a period of three months after the announcement.

7.2 Non-original documents can be removed from the file at any time and be destroyed. Documents produced by ELBV remain the property of ELBV and can be removed from the file at any time and be destroyed.

### **Article 8 - Notice period**

8.1. Both parties can terminate the agreement in writing at any time.

8.2 If the agreement is terminated prematurely by the client, ELBV is entitled to compensation because of the resulting loss. In addition, the client is then obliged to pay the invoices for the work performed up to that time.

8.3 If the agreement is terminated prematurely by ELBV, ELBV loses its claim to payment, except in so far as the work already performed is of use to the client.

## **Article 9 - Liability**

9.1 ELBV is not liable for any damage that the client suffers as a result of an act or omission of ELBV in the fulfillment of the agreement or otherwise, except in case of intent or gross negligence. Consequential damage, including lost profits or losses suffered will never be eligible for compensation.

9.2 In the event of defects, the Contractor will give ELBV the opportunity to perform the work once again. In the event that the work is still no longer possible according to objective criteria, ELBV will only be liable within the limits of Article 10.

9.3 Any liability of ELBV and its associated employees shall be limited to the amount that the insurer of ELBV pays out in the relevant case, plus the amount of the deductible which, in accordance with the policy conditions, will be borne by ELBV and its employees. If for any reason whatsoever no payment is made by the insurer of ELBV, the liability of ELBV and its associated employees will be limited to the fee charged in the relevant case, with a maximum of ANG 10,000, -.

9.4 The Client indemnifies ELBV against all claims of third parties for damage that is related to or ensues from the agreement.

9.5 Without prejudice to the provisions in national ordinances, each claim vis-à-vis ELBV and / or associated employees shall lapse in any event for 12 months after the event that caused the damage was discovered or should reasonably have been discovered.

9.6 The exclusions and limitations of liability as mentioned in this article are also stipulated for and for the benefit of subordinates of ELBV and any other of whose assistance ELBV uses in the performance of the work.

## **Article 10 - Force majeure**

10.1 Force majeure means any circumstance on the basis of which (further) fulfillment of the agreement by ELBV cannot reasonably be required. This in any case means data loss as a result of computer failure, virus infection or computer intrusion by third parties and calamities that prevent or limit the business operations of ELBV.

10.2 In the event that ELBV is prevented from performing the work in whole or in part due to force majeure, ELBV has the right to suspend the execution of the work without judicial intervention or to regard the agreement as fully dissolved or partially dissolved, at its discretion, without ELBV being obliged to compensate any damage suffered by the client.

10.3 In the event that ELBV has at the time of the occurrence of force majeure partially fulfilled its obligations towards the client arising from the agreement and has performed work for the benefit of the client in part - and the work already performed is of independent value - ELBV is entitled to invoice the work in question separately. Client is then obliged to pay the relevant invoice.

## **Article 11 - Indemnities**

13.1 The Client indemnifies ELBV against claims from third parties with regard to intellectual property rights on materials or data provided by the Client that are used in the execution of the agreement.

13.2 If the client provides user 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 12 - Intellectual property**

12.1 All documents provided by ELBV, 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, published or made known by the client without prior permission from ELBV. from third parties, unless the nature of the documents provided dictates otherwise.

12.2 ELBV reserves the right to use the knowledge gained through the execution of the work for other purposes, in so far, no confidential information is brought to the knowledge of third parties.

12.3 ELBV is entitled to sign and / or use all that has been produced by ELBV to promote its own organization and services.

## **Article 13 - Confidentiality**

15.1 If on the grounds of a statutory provision or court order ELBV is obliged to provide confidential information to third parties designated by the law or the competent court and ELBV cannot rely on a legally recognized or permitted right by the competent court. of change, ELBV is not obliged to pay compensation or compensation and the other party is not entitled to terminate the agreement.

## **Article 14 - Termination**

14.1 ELBV is entitled to terminate the agreement, in whole or in part, without notice of default and obligation to pay compensation, or - at its own discretion - to suspend the further execution of the agreement, if the client is placed under guardianship or dies or the client towards ELBV does not meet any legal obligation, or any obligation arising from the agreement.

14.2 In the cases referred to in paragraph 1, ELBV is entitled to immediately claim the fee owed by the client to the ELBV in its entirety.

## **Article 15 - Transfer and duties**

15.1 The Client is not entitled to transfer the rights and obligations arising from the agreement concluded under these general terms and conditions to third parties in whole or in part, without the prior written consent of ELBV.

## **Article 16 - Applicable law and competent court**

16.1 These general terms and conditions are effective from 1 January 2018.

16.2 In the event that any provision in these general terms and conditions should be void or be annulled, this shall not affect the validity of the other provisions.

16.3 The Dutch text of these conditions is binding in case of any difference with the text of the conditions in a foreign language.

16.3 The legal relationship between the client and ELBV is governed by Curaçao's law. All disputes between the client and ELBV that may arise in connection with or in connection with the agreement will be settled by the competent court in Curaçao to the exclusion of everyone else.