



De Cuba | Ormel | Noordhuizen
Attorneys at Law

GENERAL TERMS AND CONDITIONS

1. DCON Law VBA, doing business as De Cuba Ormel Noordhuizen Attorneys at Law, is a company with limited liability and has been recorded in the trade register of the Chamber of Commerce and Industry of Aruba under number 52928.0 since May 12, 2021.
2. The lawyers associated with De Cuba Ormel Noordhuizen Attorneys at Law are registered as lawyers in the register of the Joint Court of Justice of Aruba, Curacao, St. Maarten, and of Bonaire, Statia, and Saba, and as such are subject to disciplinary law based on the Counsel Ordinance and the complaints procedure ensuing from it.
3. All engagements are exclusively accepted and performed by De Cuba Ormel Noordhuizen Attorneys at Law. The provisions in Article 404 and in the second paragraph of Article 407 of book 7 Civil Code do not apply. Employees, directors, directors of the professional companies that hold shares in DCON Law VBA and third parties engaged to perform the engagement shall not be personally liable except for willful misconduct or gross negligence attributable to the persons involved.
4. When engaging third parties, De Cuba Ormel Noordhuizen Attorneys at Law will consult in advance with the Client, as far as possible, and in any event observe due care when selecting these third parties. De Cuba Ormel Noordhuizen Attorneys at Law shall not be liable for shortcomings of these third parties. De Cuba Ormel Noordhuizen Attorneys at Law has the right, also on behalf of the Client, to accept any restrictions of liability of third parties engaged by it and to invoke these restrictions of liability towards the Client.
5. Any liability of De Cuba Ormel Noordhuizen Attorneys at Law shall be limited to the amount for which it has a claim in the relevant case under the professional liability insurance(s) effected by it, plus the amount of the deductible that is payable by De Cuba Ormel Noordhuizen Attorneys at Law in the relevant case according to the policy conditions. If a claim is not covered by the insurance, liability shall be limited to an amount equivalent to twice the fees charged by De Cuba Ormel Noordhuizen Attorneys at Law for the case from which the liability arises with a maximum of Afl. 50,000.00 (in words: fifty thousand Aruban florins). Any complaint about the performance of the engagement by De Cuba Ormel Noordhuizen Attorneys at Law, its employees, its directors, and directors of the professional companies that hold shares in DCON Law VBA and third parties engaged to perform the engagement shall be mentioned to De Cuba Ormel Noordhuizen Attorneys at Law in writing within three months after this performance.



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6. Except in case of willful misconduct or gross negligence by De Cuba Ormel Noordhuizen Attorneys at Law, the Client shall indemnify De Cuba Ormel Noordhuizen Attorneys at Law, its employees, its directors, and directors of the professional companies that hold shares in DCON Law VBA and third parties engaged to perform the engagement against any claims – including the costs to be incurred by De Cuba Ormel Noordhuizen Attorneys at Law in this connection – of third parties that in any way arise from or relate to the activities performed by De Cuba Ormel Noordhuizen Attorneys at Law for the Client. De Cuba Ormel Noordhuizen Attorneys at Law and “Stichting Derdengelden De Cuba Ormel Noordhuizen Attorneys at Law” can retain funds of Clients or of third parties in the context of the performance of engagements. De Cuba Ormel Noordhuizen Attorneys at Law and “Stichting Derdengelden De Cuba Ormel Noordhuizen Attorneys at Law” will deposit these funds with a bank chosen by “Stichting Derdengelden De Cuba Ormel Noordhuizen Attorneys at Law”. De Cuba Ormel Noordhuizen Attorneys at Law and “Stichting Derdengelden De Cuba Ormel Noordhuizen Attorneys at Law” shall not be liable if this bank would not meet its obligations.
7. Unless agreed differently, the fee owed by the Client will be calculated based on the number of hours spent multiplied by the hourly rates mentioned to the Client. Expenses paid by De Cuba Ormel Noordhuizen Attorneys at Law for the Client will be billed separately. All amounts include BBO (business turnover tax), BAZV (tax accruing to national health insurance), and BAVP (tax additional provisions for public-private partnership projects). If, at any time after the engagement has been given by the Client, the tax due by De Cuba Ormel Noordhuizen Attorneys at Law (or a similar levy by the government) in respect of the activities performed by it is changed compared to the rate of BBO, BAZV, and BAVP, De Cuba Ormel Noordhuizen Attorneys at Law has the right to adjust its rates accordingly.
8. Invoices that De Cuba Ormel Noordhuizen Attorneys at Law sends to the Client shall be paid within fourteen days, counting from the date of the invoice. When the Client has not mentioned any complaints to De Cuba Ormel Noordhuizen Attorneys at Law within four weeks after he can be deemed to have taken note of the invoice, he will be considered to agree to the invoice. If payment is not made in time, De Cuba Ormel Noordhuizen Attorneys at Law will charge an interest rate of 8% per year or statutory interest, if higher, in respect of the outstanding balance, and it has the right to suspend the activities until the outstanding invoice has been paid. De Cuba Ormel Noordhuizen Attorneys at Law has the right to set off funds it receives for the Client against the fee, expenses, and outstanding invoices owed by the Client. At any time an advance may be requested for activities performed or to be performed as yet. Activities may be suspended when no advance is available to cover them.



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9. The provisions in these General Terms and Conditions have been made for the benefit of De Cuba Ormel Noordhuizen Attorneys at Law and of all the persons that are or were working for De Cuba Ormel Noordhuizen Attorneys at Law, and for the benefit of its directors and directors of the professional companies that hold shares in DCON Law VBA and third parties engaged to perform the engagement. All aforementioned (legal) persons can invoke these General Terms and Conditions.
10. As a result of current regulations, De Cuba Ormel Noordhuizen Attorneys at Law is in certain cases required to establish the identity of the Client, and if it concerns a legal person also the ultimate beneficial owner, and in particular cases, to investigate the source of the funds involved in the transaction or corporate client, and to report unusual transactions to the authorities under certain circumstances. By giving De Cuba Ormel Noordhuizen Attorneys at Law an engagement, the Client confirms to be aware hereof and, if requested by De Cuba Ormel Noordhuizen Attorneys at Law, to cooperate in this investigation.
11. At all times, De Cuba Ormel Noordhuizen Attorneys at Law has the right to terminate the engagement unilaterally by notice of termination, without observing any notice period, and without thus becoming liable for compensation in any way, if De Cuba Ormel Noordhuizen Attorneys at Law is of the opinion that continuing the relationship with the Client will be in breach of the oath taken or solemn affirmation made by its lawyers (Article 3, paragraph 2, Counsel Ordinance 1959) or if, in the opinion of De Cuba Ormel Noordhuizen Attorneys at Law, there is potential infringement of the honor of the position of the legal profession (Article 20 Counsel Ordinance 1959) or is no longer reasonably possible. Termination of the agreement by De Cuba Ormel Noordhuizen Attorneys at Law shall take place in writing by an undersigned statement, in which case an e-mail message or fax message will be equated with this written statement. Despite notice of termination, De Cuba Ormel Noordhuizen Attorneys at Law has the right to take such measures that the interest of the former Client will not be compromised irredeemably.
12. Aruban law will apply to the legal relationship between De Cuba Ormel Noordhuizen Attorneys at Law and the Client. The civil court of Aruba will always be competent to take cognizance of any dispute that might arise between De Cuba Ormel Noordhuizen Attorneys at Law and a Client, unless, based on the law, the Supervisory Council for the Legal Profession has jurisdiction.
13. If a Client has a complaint about the activities performed by De Cuba Ormel Noordhuizen Attorneys at Law, the internal complaints procedure can be used, on which further information can be found on the website of De Cuba Ormel Noordhuizen Attorneys at Law. In addition, the Client has the possibility to file a complaint with the Supervisory Council for the Legal Profession. In the event of a



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dispute on an invoice of De Cuba Ormel Noordhuizen Attorneys at Law, beside using the internal complaints procedure described above, the Client can apply to the Supervisory Council for the Legal Profession with a request to estimate the amount due.

14. These General Terms and Conditions have been drawn up in Dutch and in English. In case of differences in (the interpretation of) the text, the Dutch text will prevail.

These General Terms and Conditions have been laid down on June 1, 2021, and have been filed with the Registry of the Court of First Instance of Aruba.