

**GENERAL TERMS AND CONDITIONS**  
**EOS NOTARISPRAKTIJK N.V.**

EOS Notarispraktijk N.V., co-trading under the trade name Boekhoudt Notariskantoor or Notary Office Boekhoudt, managed by M.M. Boekoudt, LL.M., Civil Law Notary in Sint Maarten.

The following general conditions apply to all assignments that EOS Notarispraktijk N.V. carries out or has carry out.

**Article 1. Definitions**

1. Notary: the notary, her deputizer and her employees, who are (jointly) responsible for carrying out the assignment.
2. Contractor: EOS Notarispraktijk N.V. who has declared these general terms and conditions applicable to a Client.
3. Client: the natural or legal person(s) who (also) gives/give the order for services and has/have accepted these general terms and conditions by signing a document drawn up by the Contractor, or accepted in another way.
4. Parties: Contractor and Client together who are connected to each other pursuant to an agreement to which these general terms and conditions have been declared applicable.
5. General conditions: This clause in which the current and future regulations of the agreement between Contractor and Client are concluded.
6. Assignment: the agreement between the Contractor and the Client as referred to in title 5 of book 6 of the Dutch Civil Code (BW).
7. Written: written also includes a fax and/or e-mail message.
8. Product: the service to be provided or the product to be delivered as described in the quotation, assignment or agreement.

**Article 2. General**

1. These terms and conditions apply to any quotation, assignment, or agreement between EOS Notarispraktijk NV, hereinafter referred to as: "Contractor", and a "Client", to which Contractor has declared these conditions applicable, insofar Parties have not explicitly deviated from these conditions in writing.
2. The present conditions also apply to agreements with Contractor, for the execution of which third parties must be involved by Contractor.
3. These general terms and conditions have also been drawn up for the employees of Contractor and her management.
4. The applicability of other terms and conditions - other than those included in these articles - is not accepted by Contractor.
5. If one or more provisions in these general terms and conditions are at any time entirely or partially invalid or should be declared null and void, the other provisions in these general terms and conditions will remain fully applicable. In case this occurs, Contractor and Client will enter into consultation in order to agree on new provisions to replace the void or voided provisions, taking into account, as much as possible, the purpose and scope of the original provisions.
6. If there is a lack of clarity with regard to the interpretation of one or more provisions of these general terms and conditions, the explanation must take place according to the nature of these provisions.
7. If one or more situations occur between parties that are not regulated in these general terms and conditions, these situations must be assessed according to the nature of these general terms and conditions.
8. If the Contractor does not always demand strict compliance with these conditions, this does not mean that the provisions thereof are not applicable, or that the Contractor would lose the right to demand strict compliance with the provisions of these conditions in other cases.

**Article 3. Quotations, fees, payment and collection costs**

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1. All quotations from Contractor are without obligation, unless a period for acceptance has been set in the quotation. Disbursements will be charged for the amount determined that is at the time of payment.
2. Contractor cannot be bound to her quotations if Client can reasonably understand that the quotations, or a part thereof, contain an obvious mistake or error.
3. If the acceptance response to a quotation only deviates on minor points, this will be considered as acceptance and the agreement will be concluded in accordance with this acceptance, unless Contractor immediately objects to this acceptance.
4. Quotations do not automatically apply to future services and/or products.
5. For the execution of the assignment, Client will owe a notarial fee, to be increased by disbursements and Tax on Business Turnovers, hereinafter referred to as "the declaration" or "the invoice". The fee is determined on the basis of the applicable statutory rates and the rates resulting from the law. The fee for other services and/or products - of which no statutory rates have been determined - are determined on the basis of the agreed hourly rate and the total time spent by Contractor on the assignment, unless a fixed price has been explicitly agreed upon in writing.
6. If more work is performed - than usual - Contractor is entitled to charge a higher amount. If in the opinion of Contractor this additional work is caused by or due to circumstances that relate to one of the parties, Contractor is authorized to charge this additional work separately to that party.
7. In the event of a joint assignment, Clients are jointly and severally liable for the payment of the invoice.
8. The payment obligation is indivisible and cannot be set off, unless otherwise specified in a further agreement.
9. Contractor is entitled to settle outstanding invoices with funds held by Contractor for the benefit of Client on the third-party funds account.
10. The hourly rate known at the start of the assignment can be adjusted while an assignment is being carried out as a result of an adjustment to the costs in the market, in principle as of January 1 of each year, to be determined by Contractor.
11. Contractor's fee does not depend on the outcome of the assignment granted. If an assignment is withdrawn, the actual costs incurred (based on the hours spent) will in any case remain due, unless Contractor, at her discretion, moderates these costs. All this with due observance of the applicable rates and legal provisions.
12. Payment of the invoice must always be made at the time the deed is signed, or if further agreed, no later than within 14 days after the invoice date, in a manner to be indicated by Contractor in the currency in which the invoice was made, unless otherwise specified in writing by Contractor. Contractor retains the right to invoice periodically.
13. Client is legally in default if payment of the invoice is incomplete or not on time. At the time of default an interest of 1% per month is due, unless the statutory interest is higher, in which case the statutory interest is due. The interest is due until full compliance with the amount due.
14. Contractor may refuse full repayment of the principal sum if the outstanding and accrued interest and collection costs are not also paid.
15. Client is never entitled to set off what it owes Contractor. Objections to the amount of an invoice do not suspend the payment obligation. Client who does not appeal to section 6.5.3 (articles 231 up to and including 247, book 6 of the Dutch Civil Code) is also not entitled to suspend payment of an invoice for any other reason.
16. If Client is in default or omission in the (timely) fulfillment of its obligations, then all reasonable costs for obtaining extrajudicial payment will be borne by Client. The extrajudicial costs are calculated on the basis of what is customary in the collection practice on Sint Maarten. If Contractor has incurred higher costs for collection than were reasonably necessary, the costs

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actually incurred will be eligible for reimbursement to Contractor. Any legal and execution costs incurred will also be passed on to Client. Client also owes interest on the collection costs.

**Article 4. Contract period; execution period, liability, execution and modification of agreement; price increase**

1. The agreement between Contractor and Client is entered into for an indefinite period of time, unless the nature of the agreement dictates otherwise or if the parties explicitly agree otherwise in writing.
2. If a period has been agreed or specified upon for the execution of certain activities or for the delivery of certain goods, this period never has a strict deadline. If a term is exceeded, Client must give Contractor a written notice of default. Contractor must then be offered a reasonable period of time to still execute the agreement.
3. Contractor has the right to have certain work done by third parties. The applicability of Article 7: 404, 7: 407 paragraph 2 and 7: 409 of the Dutch Civil Code is explicitly excluded.
4. Work that is carried out, without it ultimately leading to a notarial deed, also falls under the agreement. With regard to that work, the Contractor is authorized to declare to Client the time spent by Contractor on the assignment, at the usual hourly rates at the office, unless otherwise agreed in writing between Client and Contractor. All this with due observance of the applicable rates and legal provisions.
5. Contractor is entitled to execute the agreement in different phases and to invoice the executed part separately. Client is obliged to pay these invoices as described in Article 3 of these general terms and conditions.
6. If the agreement is implemented in phases, Contractor may suspend the implementation of those parts that belong to a subsequent phase until Client has approved the results of the preceding phase in writing.
7. Client will ensure that all necessary information is provided to Contractor in a timely manner. Necessary is understood to mean that which Contractor indicates as necessary or that which Client may reasonably understand to be necessary for the performance of the agreement.
8. If the information required for the implementation of the agreement have not been provided to Contractor in time, Contractor has the right to suspend the performance of the agreement and/or to charge Client the additional costs resulting from the delay in accordance with the then usual rates. The execution period starts after Client has made the required information available to Contractor. Contractor is not liable for damage of any nature whatsoever, because Contractor has assumed incorrect and/or incomplete data provided by Client.
9. If during the execution of the agreement it appears that for a proper implementation thereof it is necessary to change or supplement it, then parties will proceed to adjust the agreement in a timely manner and in mutual consultation.
10. The original agreement can be changed if the nature, scope or content of the agreement is changed, whether or not at the request or instruction of Client, and the agreement therefore deviates qualitatively and/or quantitatively from what has been agreed.
11. A change in the agreement may possibly increase or decrease the originally agreed amount. Contractor will provide a quotation for this as much as possible in advance. Furthermore, the originally specified period of implementation can be changed. Client accepts the possibility of altering the agreement, including the change in price and execution time.
12. Contractor is entitled to implement a modified agreement, including a supplement, after approval has been given by the person authorized by Client and Client has also accepted the quoted price and other conditions, including the then to be determined moment that the implementation will be carried out.
13. Without being in default, Contractor may refuse a request to amend the agreement if this could have a qualitative and/or quantitative impact on, for example, the work to be performed in that context.

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14. Client is liable for all direct damage to Contractor that has arisen as a result of the non-proper performance of Client to which Client is bound towards Contractor.
15. If Contractor agrees a fixed amount with Client, Contractor is nevertheless at any time entitled to increase this amount without, in that case, Client being entitled to terminate the agreement, if a price increase was reasonably unforeseeable when entering into the agreement.
16. If the price increase, other than as a result of a change to the agreement, exceeds 10% and takes place within three months after the conclusion of the agreement, then only the Client who invokes title 5, section 3 of Book 6 of the Dutch Civil Code is entitled to dissolve the agreement by means of a written statement, unless Contractor:
  - is then still prepared to execute the agreement on the basis of the originally agreed upon;
  - if the price increase results from a power or an obligation resting on Contractor under the law;
  - if it is stipulated that the delivery will take place longer than three months after the conclusion of the agreement;

**Article 5. Suspension, dissolution and early termination of the agreement**

1. If, after concluding the agreement, Contractor fears on good grounds that Client will not fulfill its obligations, because Client has not or not fully complied with the agreed guarantee and the security is not provided and Client may be delayed as a result of this, Contractor will no longer be required to comply with the original agreement. As a result, the Contractor is entitled to suspend compliance with the obligations or to dissolve the agreement.
2. Contractor is also entitled to terminate the agreement if circumstances arise that are of such a nature that fulfillment of the agreement is impossible or if other circumstances occur that are of such a nature that the unamended maintenance of the agreement cannot reasonably be expected from Contractor.
3. The claims of Contractor against Client are immediately due and payable on termination of the agreement. Contractor retains its claims under the law and agreement if Contractor suspends compliance with the obligations.
4. Contractor is in no way obliged to compensate damage and costs arising as a result of the suspension or dissolution.
5. Contractor is entitled to compensation for the damage, including the costs, arising directly from the termination accountable to Client.
6. Contractor is entitled to terminate the agreement immediately and with immediate effect without any obligation to pay any damages or compensation, provided that Client does not fulfill its obligations towards Contractor and this non-compliance justifies dissolution. Client is obliged to pay damages or compensation in the event of non-performance.
7. Subject to the fact that the cancellation is accountable to Client, in the event of interim termination by Contractor, Contractor will arrange for the transfer of work still to be performed to third parties in consultation with Client. Extra costs as a result of the transfer will be charged to Client. Client is obliged to pay these costs within the specified period, unless Contractor indicates otherwise.
8. In the event of liquidation, (application for) suspension of payment or bankruptcy, of seizure - if and to the extent that the seizure has not been lifted within three months - at the expense of Client, of debt rescheduling or any other circumstance whereby Client cannot freely dispose of his assets for a longer period of time, Contractor is free to terminate the agreement immediately and with immediate effect or to cancel the agreement, without any obligation on Contractor's part to pay any compensation or compensation. The claims of Contractor against Client are immediately due and payable in that case.

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**Article 6. Force majeure**

1. Contractor is not obliged to fulfill any obligation towards Client if Contractor is prevented from doing so due to a circumstance that is not due to fault, and is not for Contractor's account by law, legal act or generally accepted views.
2. Force majeure is understood here to mean, in addition to what is understood in this regard by law and jurisprudence, all of external causes, foreseen or unforeseen, over which Contractor cannot exert influence, but as a result of which Contractor is unable to fulfill its obligations. Strikes in the company of Contractor or of third parties are included. Contractor also has the right to invoke force majeure if the circumstance occurs that prevents (further) fulfillment of the agreement after Contractor was obliged to perform.
3. Contractor may suspend the obligations from the agreement during the period that the force majeure continues. Each of the parties is entitled to terminate the agreement in the event that the force majeure situation continues for longer than two months, without obligation to pay compensation to the other party.
4. At the time of the force majeure, Contractor is authorized to separately invoice the obligations already partially fulfilled or to be fulfilled in the agreement. Client is obliged to pay this invoice as if it were a separate agreement.

**Article 7. Liability**

1. The liability of Contractor is limited to what is regulated in this provision.
2. Liability for damage, of whatever nature, expires if Contractor has assumed incorrect and/or incomplete information provided by or on behalf of Client.
3. The liability of Contractor is limited to a maximum of twice the invoice value of the assignment, or at least to that part of the assignment to which the liability relates.
4. The liability of Contractor is in any case always limited to the amount paid out by his insurer, as appropriate.
5. Contractor is only liable for direct damage.
6. Direct damage is exclusively understood to mean the reasonable costs for determining the cause and the extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions, any reasonable costs incurred to compensate Contractor's defective performance to meet the agreement, insofar as these can be attributed to Contractor, and reasonable costs incurred to prevent or limit damage, insofar as Client demonstrates that these costs have led to the limitation of direct damage as referred to in these general terms and conditions. Contractor is never liable for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business interruption.
7. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of Contractor or his managerial subordinates.

**Article 8. Disclaimer**

1. Client indemnifies Contractor against any claims from third parties who suffer damage in connection with the performance of the agreement and whose cause is accountable to parties other than Contractor. If Contractor may be called on to do so by third parties, Client is obliged to assist Contractor both outside and in court and to immediately do everything that may be expected of him in that case. Should Client fail to take adequate measures, Contractor is entitled to do so himself without notice of default. All costs and damage on the part of Contractor and third parties that arise as a result are integrally for the account and risk of Client.

**Article 9. Intellectual property**

1. Contractor reserves the rights and authority that belong to him under the Copyright Law and other intellectual laws and regulations. Contractor has the right to use the knowledge he has

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gained as a result of the performance of an agreement for other purposes as well, provided that no strictly confidential information from Client is disclosed to third parties.

2. Client is expressly prohibited to reproduce, disclose or develop, in whole or in part, products of Contractor (including computer files, working methods, advice, design deeds or copies of deeds and other products of Contractor), whether or not with the involvement of third parties.

**Article 10. Applicable law and disputes**

- 1 The legal relationship between Client and Contractor is exclusively subject to the law of Sint Maarten. All disputes arising from that legal relationship will in first instance be decided by the Court of First Instance in Sint Maarten.
2. Parties will only appeal to the courts after they have made every effort to settle a dispute in mutual consultation.

**Article 11. Location and change of conditions**

1. These terms and conditions have been filed with the Chamber of Commerce in C.A. Cannegieter Street # 11, P.O. Box 454, Philipsburg, Sint Maarten.
2. The most recently filed version or the version that applied at the time of the conclusion of the assignment with Contractor always applies.
3. The Dutch text of the general terms and conditions always determines the explanation thereof.