



Kleinmoedig

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GENERAL TERMS AND CONDITIONS | KLEINMOEDIG ATTORNEY AT LAW

Applicability

Kleinmoedig Attorney at Law | Mediator is the trade name for the Law Firm Advocatenkantoor Anja K. Kleinmoedig B.V.. All assignments are accepted and the services are rendered exclusively by Advocatenkantoor Anja K. Kleinmoedig B.V. (hereinafter referred to as 'Kleinmoedig Attorney at Law | Mediator').

These General Terms and Conditions apply to all Agreements between Kleinmoedig Attorney at Law | Mediator and the clients of Kleinmoedig Attorney at Law | Mediator (hereafter referred to as the 'Client') and contain the assignment and services to be executed or rendered, as the case may be, by Kleinmoedig Attorney at Law | Mediator (hereafter referred to as the 'Agreement'). These General Terms and Conditions do also apply to all additional and follow up/subsequent Agreements, comprising assignments and services rendered on the instruction of and for the benefit of the Client.

The Assignment

Kleinmoedig Attorney at Law | Mediator will be guided, when executing the assignment, by the interests of the Client. In so doing, the prevalent regulations will be observed, including the provisions of the Advocatenlandsverordening 1959 (1959 Lawyers' Act), as it will be amended from time to time.

The Agreement contains an obligation to perform the assignment at a best efforts' basis and never guarantees a certain result.

If Kleinmoedig Attorney at Law | Mediator considers it appropriate to engage the services of third parties, it will be authorized to do so in the best interest of the Client, when executing the Agreement. Where possible, Kleinmoedig Attorney at Law | Mediator will consult the Client on this matter prior to engaging third parties. Kleinmoedig Attorney at Law | Mediator cannot be held liable for the manner in which these third parties execute the assignment granted. Kleinmoedig Attorney at Law | Mediator is authorized to accept the (general) terms and conditions under which these third parties execute the assignment on behalf of the Client, also if it contains a condition in relation to the limitation or the exclusion of the liability of these third parties when executing the assignment.

Fee and Costs

The fee due and the costs due will be invoiced to the Client as much as possible on a monthly basis. The fee due will be calculated on the basis of the prevalent hourly rate. In addition to the fee, the Client will be charged a reasonable amount for office expenses. Office expenses is understood to mean, inter alia, but is not limited to, costs such as postage, telephone, telefax messages, photocopies, etc. Kleinmoedig Attorney at Law | Mediator reserves the right to revise both the hourly rate and the amount of the office expenses as of January 1 of each year. This also applies, if the Agreement was concluded before January 1.



Besides, disbursements, if any, will be invoiced to the Client. Disbursements is understood to mean costs such as, inter alia, but not limited to, court registry fee, bailiff's costs, agent attorney's costs, and the like.

Kleinmoedig Attorney at Law | Mediator is at all times entitled, prior to the execution of the Agreement, or during the execution of the Agreement to claim an advance payment. The amount in advance payment will be settled with the final or summary invoice.

For services rendered outside the regular office hours (work days 8.00-17.00), Kleinmoedig Attorney at Law | Mediator reserves the right to apply an increased hourly rate.

Payment

The invoices of Kleinmoedig Attorney at Law | Mediator must be paid no later than seven (7) days after the invoice date. In the event of nonpayment within said period, the Client will be in default without any prior notice of default being required or necessary. In this case, the Client in addition owes the default interest of 6% per annum, or the statutory interest, at the discretion of Kleinmoedig Attorney at Law | Mediator. Kleinmoedig Attorney at Law | Mediator reserves the right to suspend its services under the Agreement until the complete amount due to Kleinmoedig Attorney at Law | Mediator has been paid. Kleinmoedig Attorney at Law | Mediator does not assume any liability for such suspension of the services.

The costs associated with the payment of the invoices shall be borne completely by the Client. This also applies to the costs in connection with the collection, both in and out of court, of the amounts due to Kleinmoedig Attorney at Law | Mediator by the Client. Kleinmoedig Attorney at Law | Mediator is entitled to offset the amounts due by the Client with the amount of money that Kleinmoedig Attorney at Law | Mediator has received for the Client on its client's account.

If the Client does not file a protest against the issued invoice within thirty (30) days after receiving the same, the invoiced amount will be considered to have been approved by the Client.

Limited Liability and Indemnification

Any liability of Kleinmoedig Attorney at Law | Mediator will be limited to the amount of the fee that is due to Kleinmoedig Attorney at Law | Mediator by the Client pursuant to the Agreement.

The Client shall indemnify Kleinmoedig Attorney at Law | Mediator and compensate it for any claim of third parties under any title whatsoever, and also any costs incurred in connection with the execution of the Agreement by Kleinmoedig Attorney at Law | Mediator.

Client's account

Amounts of money received on behalf of the Client by Kleinmoedig Attorney at Law | Mediator, will be deposited on a separate client's account. As a compensation for the costs in connection with the administration and the management of this account, no interest will be paid to the Client in relation to the amounts on the client's account.

Applicable Law

Agreements with Kleinmoedig Attorney at Law | Mediator shall exclusively be governed and interpreted by the Laws of Curacao.

Any dispute arising from the Agreements with Kleinmoedig Attorney at Law | Mediator shall be submitted -with the exclusion of any other authority- to the competent courts residing in Curacao.