

General Terms and Conditions

Article 1 Murray *Advocaten B.V.*, trading under the name of Murray Attorneys at Law ('*Murray Attorneys at Law*'), is a private limited company incorporated under the laws of Curaçao and listed in the Commercial Register of the Chamber of Commerce and Industry of Curaçao under number 143069.

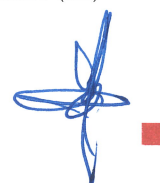
Article 2 These general terms and conditions apply to all engagements that clients, hereinafter referred to as 'the Client(s)', provide to Murray Attorneys at Law, to director(s) of Murray Attorneys at Law, to employees of Murray Attorneys at Law or otherwise to (a) legal entity/entities employed with Murray Attorneys at Law. Murray Attorneys at Law may amend these general terms and conditions at any time and without prior notice to that effect. The amended terms and conditions will apply to all subsequent legal relationships with the Client. The services of Murray Attorneys at Law are subject to the applicable rules of professional practice.

Article 3 All engagements shall be deemed to have been solely engaged to and accepted by Murray Attorneys at Law. This also applies if it is the explicit or implicit intention that an engagement will be performed by (a) particular person(s). The applicability of Article 7:404 of the Civil Code, which provides for a regulation of the latter case, and Article 7:407, paragraph 2 of the Civil Code, which establishes a joint and several liability for cases in which two or more persons are engaged, is hereby explicitly excluded, to the extent such is necessary. By way of derogation from Articles 7:404, 7:407, paragraph 2 and 7:409 of the Civil Code, the directors as well as those employed with Murray Attorneys at Law, shall not be personally bound or liable and the engagement shall not terminate by their death, regardless of whether the engagement was granted in view of a particular person.

Article 4 Any liability on the part of Murray Attorneys at Law shall be limited to the amount to which the professional liability insurance taken out, grants entitlement, increased by the deductible under such insurance. If and to the extent, for any reason whatsoever, no payment is made under the liability insurance, any and all liability on the part of Murray Attorneys at Law shall be limited to maximally the amount of the invoice(s) of the case in question and in any case up to a maximum of NAf 100,000, -. All rights of claim arising from the alleged liability of Murray Attorneys at Law shall expire in any case one year following the date on which the person who alleges to have these rights, became aware or could reasonably be aware of the existence of such rights. The Client shall indemnify Murray Attorneys at Law against all claims by third parties on any basis whatsoever, including reasonable attorneys' fees, which are in any way related to or arising out of the work performed by Murray Attorneys at Law for the Client.

Article 5 Within the context of the implementation of the engagements, Murray Attorneys at Law is entitled, as much as possible in consultation with the Client, to engage (a) third party (parties). In choosing such third party/parties, extreme care shall be exercised. Any liability for failure of such third party/parties is excluded. The Client agrees that Murray Attorneys at Law accepts liability clauses of (a) third party (parties) on behalf of the Client. Costs incurred on behalf of the Client and charged by (a) third party (parties) will be charged separately, with Murray Attorneys at Law reserving the right to add a surcharge to the invoice for its involvement in the third party/parties engaged. At the request of the Client, (a) copy (copies) of the invoice(s) of the third party /parties shall be submitted.

Article 6 Murray Attorneys at Law shall ensure that the clients' funds it receives are deposited into a bank account in the name of *Stichting Derdengelden Murray Attorneys at Law* (the '*Stichting Derdengelden*' [Clients' Funds Foundation]). No interest shall be paid on these funds to the rightholder(s), while Murray Attorneys at Law *pro se* and on behalf of the *Stichting Derdengelden* reserves the right to use the funds kept by *Stichting Derdengelden* on behalf of the Client, for the payment of, or (as the case may be) setoff against (an) outstanding invoice(s) and to deduct from such funds kept, bank and/or transfer fee charged.



Article 7 Murray Attorneys at Law solely advises about the laws of Curaçao and, if explicitly agreed upon about the laws applicable in other parts of the Dutch Kingdom, unless explicitly agreed otherwise in writing.

Article 8 Unless otherwise agreed in writing Murray Attorneys at Law shall invoice the Client on the basis of time worked at the applicable hourly rates. The applicable hourly rates shall be provided to the Client upon the initial engagement. The hourly rates may be increased tacitly without prior notification, yet not with retroactive force, in case (i) as a result of longer working experience of an attorney, his/her expertise or experience increases or he/she acquires a new position, Murray Attorneys at Law determines a higher individual hourly rate or (ii) Murray Attorneys at Law believes that a general rate increase is justified on the basis of the market conditions or based on other reasons at the full discretion of Murray Attorneys at Law. Upon first request to that effect of the Client, Murray Attorneys at Law shall provide a breakdown of the hours spent within the context of the implementation of the engagement. In addition, the Client is obliged to pay advances (including court registry fees, bailiff's costs, translation fee and expert fee), office expenses and, if applicable, turnover tax and other taxes, if any.

Article 9 Trips outside Curaçao to be made by Murray Attorneys at Law on behalf of the Client shall be reimbursed by the Client, in the course of which when travelling (by airplane) for longer than three consecutive hours, Murray Attorneys at Law shall reserve the right to travel business class or similar class. The Client shall pay the costs of accommodation in a hotel, or other accommodation to be so determined by Murray Attorneys at Law and the on-site costs of transportation. Murray Attorneys at Law shall furthermore charge for travelling outside Curaçao per day or part of a day for trips that cover less than a day, a per diem to be so determined by it in reasonableness and subject to the destination. As regards the costs travelling outside Curaçao entails, Murray Attorneys at Law shall not apply a surcharge and at the request of the Client, (a) copy (copies) of the invoice(s) showing the costs incurred, shall be submitted.

Article 10 In principle Murray Attorneys at Law shall once a month submit an invoice for work performed. Invoices shall have been paid within fifteen days following the invoice date. Failing to do so may suspend the (continuation of the) activities and a default interest of one (1) % per month may be charged. The complete costs associated with the collection of invoices not paid within the aforesaid period, shall be at the expense of the Client.

Article 11 Murray Attorneys at Law is entitled to increase the fee to be charged to the Client with office expenses at a percentage of the fee to be so determined by it for general coverage of postal charges, telephone, computer, copying and other office expenses. The foregoing is without prejudice to the authority of Murray Attorneys at Law to charge the Client a once only fixed amount to create a file.

Article 12 Murray Attorneys at Law will only commence or (as the case may be) continue its activities after the Client has made an advance payment or in any other instance a security has been provided. The amount of such advance payment shall be reasonably determined by Murray Attorneys at Law.

Article 13 As regards the representation of interests, Murray Attorneys at Law may at its discretion without further consultation and with due observance of the privacy of the Client, provide its cooperation to publicity about an engagement. Murray Attorneys at Law may do so also following termination of the engagement, on the condition that such is done as far as possible in consultation with the Client. To the extent cooperation is provided to publicity without this being within the context of the representation of interests, Murray Attorneys at Law may provide such cooperation on the condition that the interests of the Client are not prejudiced as a result thereof.



Article 14 By providing an engagement to Murray Attorneys at Law, the Client agrees that communication within the context of the performance of the engagement may be done through electronic communication (including email communication) and that the implementation of the engagement will also be done by using electronic data communication. All electronic communications, including e-mail, are considered to be in writing. The Client acknowledges that electronic communications are not secure and may be intercepted, manipulated, infected, delayed or incorrectly sent/forwarded, including by viruses and spam filters. Murray Attorneys at Law is not responsible for the non-secure electronic communications and is not liable for the interception, manipulation, infection, delay or incorrect forwarding of electronic communications, including by viruses and spam filters. The Client indemnifies Murray Attorneys at Law against any liability regarding communications through email and electronic data communication.

Article 15 Murray Attorneys at Law may decide to record on a sound recording medium the content of a lawyer's telephone conversation with the Client or with (a) third party (parties) without any obligation existing towards the Client to do so.

Article 16 Based on the applicable legislation, including the National Ordinance Identification of Services and the National Ordinance Disclosure of Unusual Transactions, Murray Attorneys at Law - to prevent the use of the financial system for money laundering and the financing of terrorism - is under certain circumstances obliged, (i) to determine the identity of the Client and of the beneficial owner(s) and (ii) to report to the designated authorities, unusual transactions within the meaning of the last-mentioned national ordinance. Based on that national ordinance, Murray Attorneys at Law is prohibited to notify the Client or (a) third party (s) that it has made such reporting.

Article 17 After an agreement for engagement has been terminated, the relevant file - with the relevant documents - shall be kept for a period of five years. Such keeping may be done electronically. After such period, Murray Attorneys at Law is entitled to fully destroy the file. If so requested by the Client the file may be destroyed sooner - either in full or in part - or handed over to the Client on submission of a receipt. In the last-mentioned case Murray Attorneys at Law reserves the right to keep copies of the file during a period to be so determined by it and to destroy these thereafter.

Article 18 These general terms and conditions have explicitly also been stipulated on behalf of directors and (indirect) shareholders of Murray Attorneys at Law and of all the persons employed with Murray Attorneys at Law. Not only Murray Attorneys at Law but also every person currently or formerly employed with Murray Attorneys at Law and their legal successors may invoke these general terms and conditions.

Article 19 Murray Attorneys at Law may make use of translations of these general terms and conditions. In case of differences between such translations and this text of the general terms and conditions, this Dutch text shall prevail.

Article 20 The legal relationship between Murray Attorneys at Law and the Client shall by exclusion of any other law be governed by the laws of Curaçao. Disputes, with the exception of disputes of a disciplinary nature, shall only be submitted to the Court of First Instance of Curaçao, unless Murray Attorneys at Law for reasons of its own wishes to apply to another forum.

The initial version of the General Terms and Conditions of Murray Attorneys at Law were filed with the Court of First Instance of Curaçao on September 8, 2017 and the present revised version of the General Conditions was filed with the aforementioned Court on July 5, 2023.

