

## 1. GENERAL

- 1.1 For the purposes of these General Terms & Conditions, which will be applicable as of August 1, 2018, the following shall be understood by:
- 1.2 Client: the natural person or legal entity having a legal relationship with Grant Thornton;
- 1.3 Grant Thornton and/or Contracting Party: the partnership under the laws of Curacao, as such doing business in Curacao under the name of Grant Thornton Curacao or, as the case may be, the partnership under the laws of Aruba, as such doing business in Aruba under the name of Grant Thornton Aruba;
- 1.4 Agreement: each and any arrangement between Grant Thornton and Client in pursuance of which Grant Thornton binds itself to perform services;
- 1.5 Performance: best efforts obligation to perform (*inspanningsverbintenis*).

## 2. SCOPE

- 2.1 These General Terms & Conditions shall be applicable to each Performance, offer, juristic act and engagement by Grant Thornton for Client, unless agreed otherwise in writing.
- 2.2 The "Verordening gedrags- en beroepsregels accountants" which is applicable to Grant Thornton, shall constitute an integral part of the Agreement. Client declares to fully respect the obligations arising from them for Grant Thornton at all times. Said "Verordening gedrags- en beroepsregels accountants" is open for inspection at Grant Thornton's offices, and will be sent upon request of Client.
- 2.3 These General Terms & Conditions shall also apply to any possible supplementary or follow-up engagements.
- 2.4 The general terms and conditions of the Client shall expressly not be applicable.

## 3. CONCLUSION AGREEMENT

- 3.1 These General Terms & Conditions shall constitute an integral part of each and any Agreement irrespective of the way in which it was concluded.
- 3.2 An agreement is concluded i.a. as soon as Client has signed the offer or engagement confirmation, and this signed offer or engagement confirmation has been received by Grant Thornton.
- 3.3 The Agreement can also be concluded verbally, but in that case only after, and as soon as Grant Thornton has confirmed it in writing.
- 3.4 As long as the Agreement has not been concluded, Grant Thornton reserves the right to employ the capacity available within its organization elsewhere.
- 3.5 The offer or engagement confirmation is based on the information supplied by Client at that moment. The offer or engagement confirmation is assumed to be a correct and complete representation of the (contents of the) Agreement.
- 3.6 The Agreement replaces and integrally takes the place of any and all preceding offers, correspondence, agreements or other communication, irrespective of whether the Agreement was concluded in writing or verbally.
- 3.7 The Agreement has been entered into for an indefinite period of time, and does not terminate by accomplishment, unless it appears from its contents or from its nature that it was concluded for a definite period of time.

## 4. COOPERATION CLIENT

- 4.1 Client shall be responsible for providing access to any and all information and documents which Grant Thornton deems required for the proper execution of the Agreement. Client is obligated to supply Grant Thornton with this information and these documents timely and in the way desired and in the correct form.
- 4.2 Client is obligated to inform Grant Thornton without any delay of facts and circumstances that may be of importance to the execution of the Agreement.
- 4.3 If, and in as far as the Agreement concerns the auditing of financial accounts, Client shall inform Grant Thornton of any other information that is relevant to the execution of the Agreement and to the completion of the Performance arising from the Agreement for Grant Thornton.
- 4.4 Unless the contrary arises from the nature of the Agreement, Client guarantees that the information and documents supplied by it are correct, complete and reliable, also if they come from a third party.

- 4.5 Client shall take care of making available to Grant Thornton workspace and any and all other provisions and facilities that Grant Thornton deems necessary and/or required for Grant Thornton to be able to execute the Agreement. This applies i.e. to taking care of computer, telephone and fax facilities. If and in as far as Client makes computer facilities available to Grant Thornton, Client shall be and remain liable and responsible for adequate backup protection and anti-virus procedures. Grant Thornton will follow anti-virus procedures if it makes use of the facilities made available to it by Client.
- 4.6 Unless the contrary arises from the nature of the Agreement, Client shall make its employees available to Grant Thornton in order to give Grant Thornton the possibility to execute the Agreement. If specific employees are required, this will be laid down in the offer or engagement confirmation. Client guarantees that the employees made available by it are sufficiently educated, skilled and experienced. If Client is not able to make the employees required available, it shall be responsible for making additional or other employees available that meet the requirements to be imposed on them.
- 4.7 Client has the independent obligation to protect the personal data in connection with the processing of such data, such as the delivery of personal data pertaining to persons working or formerly working for Client, for its clients or third parties, also in the event such data originates from third parties or is delivered by third parties pursuant to instructions of the Client. Grant Thornton cannot be held liable in the event Client breaches this obligation and the Client agrees to indemnify and hold Grant Thornton harmless from claims of third parties.
- 4.8 After parties have completed the Performance arising for them from the Agreement, Grant Thornton will return to Client, on Client's request, the original documents placed at its disposal, such as notarial deeds, agreements and licenses/permits. If this is necessary for the reliability and/or completeness of the Performance executed by Grant Thornton, copies of these aforementioned original documents will be added to Grant Thornton's files. Any and all files or records of Grant Thornton shall be and remain the property of Grant Thornton.
- 4.9 Any and all extra expenses and fees in consequence of delay in the execution of the Agreement because Client was not, or not timely, able to make available the information, documents, facilities and/or employees, shall be for Client's account.

## 5. EXECUTION OF THE AGREEMENT

- 5.1 Grant Thornton will exert itself to execute the Agreement with due care in accordance with the requirements of good professionalism. However, Grant Thornton does not guarantee achieving the result contemplated by Client.
- 5.2 Solely Grant Thornton shall be the Contracting Party towards Client. The Articles 7:404 and 7:407, paragraph 2, of the Civil Code shall not be applicable. Grant Thornton determines in what way the Agreement will be executed, unless agreed otherwise in writing. It determines which of its staff execute the Agreement, in which matter Client's wishes shall be taken into account as much as possible. In the event the Agreement explicitly states the name or names of staff members of Grant Thornton, Grant Thornton will take care of it within the limits of its ability, that this staff member or these staff members is/are available to execute the Agreement. The duration of the Agreement influences this intention to a large extent.
- 5.3 Grant Thornton can only carry out more activities than it was instructed to carry out, and charge Client for them if Client has given permission for this in advance. The requirement of permission shall not apply if the carrying out of more work can be deemed in reason to fall within Grant Thornton's duty of care.
- 5.4 Without Grant Thornton's written permission, Client is not permitted to involve third parties in the execution of the Agreement. Without Client's written permission, Grant Thornton is not permitted to involve third parties, other than third parties that are part in any way of the organization of Grant Thornton International Limited, in the execution of the Agreement. Client is considered to have given the engagement to third parties brought in by Grant Thornton for the benefit of Client. When bringing in third parties, Grant Thornton shall be authorized to accept on Client's behalf a limitation of liability. The applicability of Article 6:76 of the Civil Code is excluded. The third parties brought in by or on behalf of Grant Thornton for the execution of the Agreement, may also invoke these General Terms & Conditions.

- 5.5 Grant Thornton shall form a file in connection with the execution of the Agreement containing copies of relevant documents, which shall remain the property of Grant Thornton.

## **6. SECRECY AND DATA PROTECTION**

- 6.1 Unless (i) any (inter)national law, regulation or professional code requires Grant Thornton to disclose; or (ii) Client or persons affiliated to or working for Grant Thornton are involved on their own account in disciplinary, civil, administrative or criminal proceedings in which this information can be relevant, Grant Thornton and its staff members shall not disclose any confidential information and personal data or release same to any third party other than the ones listed hereinafter in paragraph 2.
- 6.2 Client agrees that in connection with: (i) the Agreement concluded between Grant Thornton and Client, (ii) the compliance with Client's legal obligations; (iii) risk management and quality review requirements and (iv) internal business objectives, Grant Thornton is authorized to process confidential information and personal data pertaining to Client, its clients and third parties, including the sharing thereof with: (a) other Grant Thornton member firms forming part of the worldwide Grant Thornton network; and (b) if necessary with the parties involved in the execution of the Agreement.
- 6.3 Grant Thornton will implement adequate measures to protect the confidential information and personal data and shall notify third parties and staff members engaged by it of the confidential nature of the information.
- 6.4 Grant Thornton shall process personal data in accordance with applicable law and regulation on the area of protection of personal data.
- 6.5 Client is not allowed to disclose to third parties the contents of reports, opinions, advice, and/or any other written or verbal statement of Grant Thornton that was/were not drawn up with the object to provide third parties with information, without prior written permission of Grant Thornton.
- 6.6 Grant Thornton and Client will also impose the obligations resting with them as mentioned in this article on third parties involved by them with prior approval in the execution of the Agreement.
- 6.7 Grant Thornton shall have the right to disclose its activities in global terms, not in detail, to third parties, among which (potential) clients, with the sole object to convince the third parties of Grant Thornton's expertise in this field, and on the conditions that, when doing this, Grant Thornton does not act in violation of the obligations arising for it from the other paragraphs of Article 6.

## **7. INTELLECTUAL PROPERTY**

- 7.1 Grant Thornton reserves any and all rights, including any and all intellectual property rights, related to any work used by it and/or developed by it, in as far as they arise from the law.
- 7.2 Client is expressly prohibited from copying, publishing or using for commercial purposes works, including computer software, system designs, working method, opinion/advice, model contracts and other works of intellectual property as meant in paragraph 1 of this Article, all this in the broadest sense of the word, alone or together with a third party, unless these works were developed and/or made by Grant Thornton with the object to be copied, published or used for commercial purposes. Copying and/or publication requires prior written permission of Grant Thornton. Client shall have the right to use and copy documents written by Grant Thornton within its own organization, as long as this is in agreement with the objective of the Agreement. This provision shall continue to apply even if the Agreement is terminated (prematurely).
- 7.3 Client is expressly prohibited from placing work produced by Grant Thornton, whether or not within the framework of the execution of the Agreement, that is protected by rights of intellectual property, at the disposal of a third party or parties, other than with the objective to obtain an opinion from this third party or parties on the quality of Grant Thornton's work.
- 7.4 In the event of an advice engagement a specific product of one's mind is referenced in the Agreement as 'Client Material', the copyright shall be acquired by Client. Client grants Grant Thornton a non-exclusive, worldwide and perpetual right to use, copy, elaborate, and amend the pertinent product of the mind and to grant same in sub-license and market same free from any rights.

## **8. FEE**

- 8.1 Grant Thornton has the right to adjust the fee agreed on during the term of the Agreement, in the event that salaries and/or prices change in the meantime, unless parties agreed otherwise. This change can only be implemented after 3 months have lapsed after the conclusion of the Agreement.
- 8.2 The fee to be charged by Grant Thornton shall be subject to a surcharge (expressed as a percentage of the fee) for general office expenses. The fee is exclusive of expenses and charges of third parties that are involved in the execution of the Agreement, as well as any possible sales, use, gross receipts, value added, excise or similar taxes, unless parties agreed otherwise.
- 8.3 The fee charged to Client by Grant Thornton, if necessary augmented by the expenses and the charges of the third parties involved in the execution of the Agreement, shall be charged to Client monthly, quarterly, annually, or at the end of the Agreement, unless parties agreed otherwise. Any taxes possibly due on these amounts like sales, use, gross receipts, value added, excise or similar tax shall be charged separately.

## **9. PAYMENT**

- 9.1 Client is obligated to pay the fee charged in conformity with Article 8 of these General Terms & Conditions, possibly augmented with the expenses and sales tax, if any, mentioned in that Article, within ten (10) calendar days as of the date of the invoice. Client shall not have the right to apply a deduction to the amount charged or to set it off against a counterclaim. Furthermore, under no circumstances shall Client have the right to suspend payment of the amount charged, unless Article 262 or 263 of Book 6 of the Civil Code is applicable.
- 9.2 Payment shall be made in the currency charged.
- 9.3 In the event Client fails to pay the amount charged within the period mentioned in paragraph 9.1, Grant Thornton will demand payment in writing in any case once. In the event of failure to pay after this demand, Client will be in default without any further warning. In that situation Client shall owe Grant Thornton the cumulative interest of 1.5% per month in respect of the outstanding principal amount as of the date of the written demand for payment till the day of full settlement, as well as 15% of the principal in respect of extrajudicial collection charges. Any and all judicial expenses incurred by Grant Thornton in connection with the collection shall be for Client's account. The above is without prejudice to any and all other rights of Grant Thornton.
- 9.4 Grant Thornton shall have the right to demand of Client that it provide security at once in whatever form, if Grant Thornton presumes that Client's financial position gives cause for this. Grant Thornton shall have the right on the same grounds to demand advance payment of Client. In the event Client fails to provide the security demanded and/or make the advance payment, Grant Thornton shall have the right to suspend the execution of the Agreement without any prior written notification, while all that Client owes Grant Thornton at that moment shall become due and payable at once, and this without prejudice to the other rights of Grant Thornton.
- 9.5 Without prejudice to Article 7:407, paragraph 1, of the Civil Code, in case the Agreement was concluded by two or more Clients jointly, they shall be jointly and severally liable for the payment of the amount charged to them based on Article 8, as well as jointly and severally liable for the obligations pursuant to the paragraphs 9.1 through 9.4.

## **10. COMPLAINTS**

- 10.1 Subject to forfeiture of the right to do so, Client shall inform Grant Thornton in writing of complaints regarding the execution of the Agreement and/or the amount charged based on Article 8, within thirty days after discovery of the circumstance that gives cause for the complaint, unless Client proves that it was reasonably unable to discover the shortcoming any earlier.
- 10.2 Complaints filed timely as meant in paragraph 10.1 do not release Client in any case from its obligation to pay the fee, expenses and sales tax charged, if any.
- 10.3 If Client's complaint is justified, Client shall have the option, in its discretion, to have the amount charged adjusted afterwards, to have the work of Grant Thornton rejected by it rectified or put right without any fee or

expenses being charged for this, or to amend or terminate the Agreement in exchange for reimbursement of a part of the amount already paid by the Client.

#### 11. TERM OF EXECUTION

- 11.1 In the event Client was requested to make any advance payment and/or make information and/or documents available to Grant Thornton, that are necessary for the execution of the Agreement, the moment at which Grant Thornton will start with the execution of its obligations will commence at the moment that the full amount of the payment has been paid and/or all information and/or documents have been made available to Grant Thornton.
- 11.2 The period of time within which Grant Thornton will execute the Agreement is dependent on many factors, such as the quality of the information made available by Client, the cooperation of Client and of third parties, so that the dates on which Grant Thornton will have executed the Agreement may not be considered deadlines, unless this was explicitly agreed.
- 11.3 Client cannot terminate the Agreement prematurely in connection with exceeding the period of time agreed on, unless it has been established that it is impossible for Grant Thornton ever to execute the Agreement or to complete the Performances arising from the Agreement, in whole or in part, within a reasonable period after the lapse of the dates agreed on.

#### 12. TERMINATION

- 12.1 Parties have the right to terminate the Agreement prematurely by means of written notice of termination with due observance of a notice term of thirty calendar days.
- 12.2 Termination shall take place by means of a certified letter to the other party.
- 12.3 In the event Client terminates the Agreement (prematurely), it is obligated to pay Grant Thornton the full loss Grant Thornton suffers in consequence of the premature termination of the Agreement, unless the termination thereof is prompted by reasons and circumstances that have to be imputed to Grant Thornton. Among other things, the following shall qualify for compensation as loss: the expenses relating to the (premature) termination of the Agreement with the third party involved in the execution of the Agreement.
- 12.4 In the event Grant Thornton terminates the Agreement prematurely, Client shall have the right to assistance of Grant Thornton in connection with the transfer of the work to third parties, unless the termination is based on facts and circumstances that are imputable to Client.
- 12.5 Parties shall have the right to terminate the Agreement (prematurely), without observing a notice term, by means of a certified letter if: the other party is adjudicated bankrupt, at any rate applies (itself) for bankruptcy, the other party is granted an official moratorium on payments, at any rate applies (itself) for a moratorium, and/or the other party does not, at any rate not fully, comply with its obligations under this Agreement. Furthermore, Grant Thornton shall have the right to terminate the Agreement (prematurely), without observing a notice term, by means of a certified letter, if the control over Client's enterprise changes, or if Client discontinues its business activities, or if a situation of conflict of interest presents itself.
- 12.6 In the event the Agreement is terminated (prematurely), Grant Thornton shall retain its right to payment of the fee till the moment at which the Agreement is terminated, respectively a pro rata part of the amount of the fee agreed on in advance, as well as the reimbursement of expenses relating to the execution of the Agreement till the moment of termination. In that case, Grant Thornton shall also have a right to compensation of the utilization loss that presented itself on its part and to be made plausible by it, as well as the additional expenses it had to incur in reason in consequence of the premature termination of the Agreement, unless the termination is based on facts and circumstances that are imputable to Grant Thornton. After fulfillment by Client of all its obligations, the interim results of the execution of the Agreement till the moment of termination shall be placed at the disposal of Client subject to all rights.
- 12.7 In the event the Agreement was terminated (prematurely), either party shall promptly return to the other party any and all goods, objects and documents that belong in ownership to the other party, and that it has in its possession, on condition that Grant Thornton is allowed to retain a copy of each document for its files.

#### 13. LIABILITY

- 13.1 Contracting Party shall execute the engagement in conformity with the requirements of good professional skill and with due observance of the care that may be expected from it. Contracting Party shall not be liable for loss caused by third parties. The applicability of Article 6:76 of the Civil Code is excluded.
- 13.2 Client is obligated to provide any and all information that may be of importance for a correct execution of the engagement. Client guarantees the correctness and completeness of the data and information supplied to Contracting Party. Shortcomings in consequence of incorrect or incomplete information shall be for account and risk of Client, at any rate not for account and risk of Contracting Party. Contracting Party shall not be liable for any shortcoming under the Agreement, if the shortcoming is the direct or indirect consequence of fault in hardware, software or firmware of Contracting Party or Client, for the correct generating of processes and/or receiving data-related information.
- 13.3 Grant Thornton is not liable for any shortcoming in the execution of the Agreement, if this shortcoming is the direct consequence of changes made by Client or any third party in the (result of the) work carried out by Grant Thornton.
- 13.4 The operation of Articles 7:404 and 7:407, paragraph 2, of the Civil Code is excluded.
- 13.5 Without prejudice to the provision in Article 6:89 of the Civil Code, the right to damages is extinguished in any case twelve months after the loss-causing event from which the liability arises presented itself, or has to be deemed to have come to the knowledge of Client.
- 13.6 In the event one or more third parties claim from Grant Thornton compensation of loss they suffered in connection with a service rendered to Client by or on behalf of Grant Thornton, Client shall indemnify Grant Thornton against these claims and additional expenses, in as far as Grant Thornton has to compensate the third party or parties for more loss than it would have had to pay Client if Client itself had demanded compensation from Grant Thornton for the loss suffered by the third party/parties. Client indemnifies Grant Thornton from any and all claims of third parties in consequence of incorrect or incomplete information made available by or on behalf of Client, unless Client can prove that the liability is not related to its shortcomings or failure and/or was caused by willfulness or gross negligence on the part of Grant Thornton.
- 13.7 The limitations and exclusions of the liability in favor of Grant Thornton shall also extend to the members of the partnership and the directors and shareholders of the corporations that are members of the partnership. Furthermore, any and all persons used for the execution of the engagement, among which auxiliary persons, employees, subordinates, non-subordinates and representatives may invoke these General Terms and Conditions.
- 13.8 Grant Thornton shall be authorized to accept any liability limitations or exclusions of third parties on behalf of Client.
- 13.9 Client accepts the exclusions and limitations of the liability of the Grant Thornton, as well as the extinction of the right to damages as stipulated in this Article, irrespective of the basis of the claim for damages and irrespective of whether Client claims damages based on a right of its own, or based on a right taken over or acquired from someone else.
- 13.10 Grant Thornton shall never and under no circumstance whatsoever be liable for indirect damage or loss and/or consequential damage or loss and/or property damage or loss and/or damage or loss because of business interruption.
- 13.11 Each and any liability for other damage or loss shall be expressly limited to the maximum amounts listed hereinafter under subparagraphs a, b and c of this article:
  - a. If the Agreement in essence pertains to services in the area of Advisory, the liability of Grant Thornton shall be limited to the maximum amount of the fees charged during the last six months in connection with the pertinent Agreement and in any event to a maximum amount of ANG/AWG 250,000.00, unless there is willfulness or gross negligence on the part of Grant Thornton.
  - b. If the Agreement in essence pertains to services in the area of Tax and Legal Services, the liability of Grant Thornton shall be limited to the maximum amount of the fees charged during the last six months in connection with the pertinent Agreement and in any event to a maximum amount of ANG/AWG 250,000.00, unless there

is willfulness or gross negligence on the part of Grant Thornton.

- c. If the Agreement in essence pertains to services in the area of Audit, the liability of Grant Thornton shall be limited to the maximum amount of three times the fees charged during the last calendar year in connection with the pertinent Agreement, unless there is willfulness or gross negligence on the part of Grant Thornton.

- 13.12 In the event that both Client and one or more third parties claim damages from Grant Thornton in connection with a service rendered by or on behalf of Grant Thornton, the damage or loss suffered by Client itself shall not qualify for compensation in as far as the compensation to be paid to Client already exceeds in itself, or after addition of the compensations the third party or parties are entitled to, exceeds the limits stated in Article 13.11.

#### 14. CONTRACT TAKEOVER / INDEMNITY

- 14.1 Client is not permitted to transfer (any obligation arising from) the Agreement to third parties, unless Grant Thornton expressly agrees to this in advance in writing. Grant Thornton shall have the right to attach conditions to this consent. In that case, Client undertakes in any case to impose any and all relevant (payment) obligations in connection herewith, arising from the Agreement and these General Terms & Conditions on the third party. Furthermore, Client shall remain jointly and severally liable at all times, in addition to this third party, for the obligations under the Agreement and the General Terms & Conditions, unless parties explicitly agree otherwise.
- 14.2 In the event of contract takeover, Client indemnifies Grant Thornton against any and all claims of third parties and additional charges that might arise in consequence of not, or incorrectly, fulfilling any obligation by Client under the Agreement and/or these General Terms & Conditions.

#### 15. INDEPENDENCE

Client and Grant Thornton shall adhere to the relevant independence regulations of national and international legislators. In order to enable Grant Thornton to adhere to the relevant independence regulations, Client is obligated to inform Grant Thornton in a timely, correct and complete manner of the legal structure and the control structures of (the group) Client (belongs to), all (financial) joint ventures concerning its enterprise or organization, all this in the broadest sense of the word.

#### 16. ELECTRONIC COMMUNICATION

At the request of one or both of them, Client and Grant Thornton will have the possibility to communicate with each other by means of electronic communication during the execution of the Agreement. Both Grant Thornton and Client acknowledge that risks attach to the use of electronic communication, such as - but not limited to - distortion, delay, corruption and viruses. Client and Grant Thornton hereby establish not to be liable towards each other for the loss that might arise with one or both of them in consequence of the use of electronic communication, including the acts and omissions of the service provider. Both Client and Grant Thornton shall do and omit all that may be expected from them in reason to prevent the occurrence of aforementioned risks. In the event of doubt as to the content of emails received by Client or Grant Thornton, the content of the mail sent by the sender shall prevail.

#### 17. EXTINCTION OF RIGHT

Unless agreed otherwise in these General Terms & Conditions, claims and rights of actions Client has on/towards Grant Thornton for whatever reason pursuant to the Agreement and/or the law, shall become prescribed and/or extinguished after the lapse of one year after the day on which Client acquainted itself with, or could have acquainted itself with the existence of this right.

#### 18. WAIVER OF RIGHTS

Not immediately enforcing any provision or condition in the Agreement and/or these General Terms & Conditions by Grant Thornton shall not affect or restrict the rights and

powers of Grant Thornton under the Agreement and/or these General Terms & Conditions. Waiver of any provision or condition in the Agreement and/or these General Terms & Conditions shall exclusively have effect if this was done in writing. Invalidity or nullity of any provisions in the Agreement and/or these General Terms & Conditions shall not affect the validity of the other provisions of the Agreement and/or these General Terms & Conditions. In that case parties undertake to adjust and/or amend any void or voidable part as meant above in such a way that the part in question will be amended in a legally valid way and will be in line with parties' intentions.

#### 19. SCOPE AFTER EXPIRATION CONTRACT

The provisions of the Agreement and/or these General Terms & Conditions that explicitly or implicitly have the purport to continue to apply after the expiration of the contract, shall also bind parties after the expiration of the duration of the contract.

#### 20. CONFLICTING CLAUSES

In the event conflicts come to light between a provision contained in these General Terms & Conditions and a provision in the Agreement, the provisions in the Agreement shall prevail. The General Terms & Conditions drawn up in the Dutch language shall prevail over the General Terms & Conditions drawn up in the English language.

#### 21. CHANGE OF STAFF MEMBERS

Neither party shall hire persons that are, or were, charged with the execution of the Agreement or start negotiations with them in order to conclude a possible employment contract during the duration of the Agreement, nor within one year after the termination thereof. Parties may deviate from the provision by mutual consent.

#### 22. APPLICABLE LAW / COMPETENT JUDGE

- 22.1 The Agreement between the parties with respect to whom these General Terms & Conditions apply to, shall be governed by the laws of Curacao in the event the Agreement is executed essentially in Curacao or Bonaire and by the laws of Aruba in the event the Agreement is executed essentially in Aruba.
- 22.2 Disputes between parties in connection with the Agreement shall be submitted to the competent Judge in the Court of First Instance of Curacao in the event the dispute concerns Agreements governed by the laws of Curacao, or, as the case may be, to the competent Judge in the Court of First Instance of Aruba in the event the dispute concerns Agreements governed by the laws of Aruba, in all events with the exclusion of any possible other competent judges.

August 1, 2018