

GENERAL TERMS AND CONDITIONS

1. Applicability

- 1.1 Lexxio is a trade name of the partnership (*openbare vennootschap*) by that name, registered since 1 April 2021 in the Commercial Register of the Curaçao Chamber of Commerce & Industry under number 157213 and residing at Chuchubiweg 17.
- 1.2 All work and services (to be) provided by Lexxio, shall be accepted and carried out exclusively by Lexxio, save for possible use of services of third parties by Lexxio as described in article 6 of these General Terms.
- 1.3 These General Terms apply to (i) all services that Lexxio and its partners and employees have been requested to provide (*opdrachten*), including any subsequent, amended or additional requested services and (ii) to any legal relationship (*rechtsbetrekking*) that arises as a result thereof or in connection therewith.
- 1.4 When instructing Lexxio, such instruction is deemed to be provided to Lexxio and not to any individual person associated with Lexxio. This includes any instructions given by the client to a specific person associated with Lexxio. The applicability of articles 7:404 and 7:407 (2) of the Curaçao Civil Code is excluded.
- 1.5 Unless agreed otherwise between Lexxio and the client, all services provided by Lexxio are for the exclusive benefit of the client who requested such services. Third parties may not rely on or have any rights in connection with (i) the (results of) such services nor (ii) instructions or activities performed in relation thereto.
- 1.6 Lexxio's services are limited to the laws of Aruba, Curaçao, St. Maarten and of Bonaire, Saba and St. Eustatius.

2. Fees and disbursements

- 2.1 Unless explicitly agreed otherwise in writing between Lexxio and the client, fees are calculated on the basis of the time spent and the hourly rate applicable to the work in question. Disbursements and other out of pocket expenses paid by Lexxio on behalf of the client will be born by such client.
- 2.2 All amounts charged by Lexxio are exclusive of any taxes unless stated otherwise.
- 2.3 Lexxio is entitled to adjust the applicable hourly rates annually.

3. Deposit

As a standard office policy, Lexxio requires a deposit to cover initial fees and expenses before carrying out its services to the client. Upon completion of the services, any deposit of the client will be set off against the remaining outstanding invoice(s).

4. Payment

- 4.1 Unless agreed otherwise between Lexxio and the client, Lexxio will bill on a monthly basis. All invoices sent by Lexxio must be paid within fourteen (14) days from the date of the invoice. If the client does not object to an invoice sent within a period of two (2) weeks from the date of such invoice, the invoice will be considered approved by the client.

- 4.2 If payment of an invoice is overdue, Lexxio shall be entitled to (i) charge interest at a rate of 8% per annum or, at its discretion, statutory interest, (ii) charge 15% extrajudicial collection charges on any overdue amounts and/or (iii) suspend or terminate its services, after having notified the client of its intention to do so, until full payment of the outstanding amount is received. Lexxio shall not be liable for any damage(s) arising from this suspension or termination of its services.
- 4.3 Without prejudice to article 4.3, if and when Lexxio takes measures to collect unpaid invoices from the client (judicial, extrajudicial or budgetary procedures), it is entitled to the full collection of charges (*incassokosten*) involved with such measures.
- 4.4 Lexxio is authorized to set off monies received on behalf of the client against outstanding invoices.

5. Liability

- 5.1 Any and all liability of Lexxio shall be limited to the amount that is paid out in that specific case under Lexxio's professional liability insurance, increased by the applicable deductible (*eigen risico*).
- 5.2 The client shall indemnify and hold Lexxio harmless from and against all actions, claims or demands of third parties – including the actual costs to be incurred by Lexxio in connection therewith – arising from or relating in any way to the work or services performed by Lexxio for the client.

6. Hiring third parties

- 6.1 Lexxio has the right to - on behalf of the client - use the services of third parties, including but not limited to other lawyers, process servers, civil-law notaries, accountants and other experts.
- 6.2 In case third parties as referred to under article 6.1 are engaged, Lexxio shall not be liable for any failure, fault or shortcoming of such third party. By requesting Lexxio to provide services, the client gives Lexxio authority to accept any limitation of liability stipulated by that third party on behalf of the client.

7. Applicable law and competent court

- 7.1 The relationship between Lexxio and the client is exclusively governed by Curaçao law.
- 7.2 Any disputes between Lexxio and the client shall be submitted to the exclusive jurisdiction of the competent court of Curaçao.

8. Miscellaneous

Lexxio is authorized to change or amend these General Terms. The client will be bound by such changes and/or amendments, as of two weeks after the client has been notified of such amendments in writing.
