#### Article 1 - General

In these General Terms and Conditions, which apply to the provision of services by Soxia B.V. (Soxia), the following terms have the following meanings:

- 1. Client: the natural and/or legal person who is in a legal relationship with Soxia B.V./or Client.
- 2. Soxia and/or service provider: the company incorporated under the law of Curaçao, established in Curaçao and registered with the Chamber of Commerce of Curaçao under number 147684, acting as such in Curaçao under the name Soxia, on the BES islands of Bonaire, St. Eustatius and Saba under the name Soxia, in St. Maarten under the name Soxia, as such trading in Aruba under the name Soxia, as such trading in Suriname under the name Soxia and as such trading in the United States under the name Soxia;
- 3. Agreement: any request from the Client for advice, whether in person, by telephone, by electronic correspondence or during a meeting and/or by soxia (including by post, by electronic correspondence or telephone message) confirmed agreement between Soxia and the Client on the basis of which Soxia performs work or undertakes to perform work towards the Client.
- 4. Performance: best efforts obligation.
- 5. Party/Parties: Soxia and Client individually to be referred to as party and jointly referred to as parties.

# Article 2 - Scope

- These General Terms and Conditions apply to the Agreement between Soxia and Client, and/or any performance, quotation, legal act and/or assignment delivered by Soxia to the Client, unless otherwise agreed in writing.
- 2. The Corporate Governance Code Financial Sector of 2022 issued by the Central Bank of Curaçao and St. Maarten, applies to Soxia. The Client declares that it will always fully respect the resulting obligations for Soxia. The aforementioned Corporate Governance Code will be available for inspection at the offices of Soxia and will be sent at the request of the Client.
- 3. These General Terms and Conditions also apply to any additional or follow-up assignments.
- 4. The applicability of the Client's General Terms and Conditions are excluded and is expressly rejected by Soxia.
- 5. The General Terms and Conditions may be amended from time to time in response to

changes in legislation and regulations and the amended General Terms and Conditions supersedes previous General Terms and Conditions.

#### Article 3 - Conclusion of the Agreement

- These General Terms and Conditions form an integral part of every Agreement between Soxia and the Client, regardless of how it has been concluded.
- 2.An Agreement is concluded, among other things, as soon as the Client has signed the quotation or the order confirmation from Soxia and this signed quotation, or the order confirmation has been received by Soxia.
- 3. The Agreement may also be concluded, but only after and as soon as Soxia has confirmed it to the Client in writing. Or after Soxia has given oral or written advice to the Client.
- 4. As long as the Agreement has not been concluded (i.e. no advice has been provided in the event of an unsigned Agreement), Soxia reserves the right to use the capacity available within its organization elsewhere.
- 5. The acceptance of these General Terms and Conditions by the Client, quotation or the order confirmation is based on the information provided by Cliënt up to that moment. The oral or written requests for advice by the Client, approved quotation or order confirmation are presumed to be a correct and complete representation of the (content of the) Agreement and insofar as these are not covered by the General Terms and Conditions, Soxia will separately apply the conditions to the Client make these known to the Client. If these agreements conflict with these General Terms and Conditions, the conditions made known separately by Soxia will apply to the Client, either orally or in writing.
- 6. The Agreement does not replace and replace in full all previous quotations, correspondence, agreements or other communication, regardless of whether the Agreement has been concluded in writing or orally.
- 7. The Agreement is entered into for an indefinite period and does not end by completion, unless it appears from its content or nature that it has been entered into for a fixed period or that it ends by completion.

## Article 4 - Cooperation with the Client

- 1. The Client is responsible for providing access to all information, data and documents that Soxia needs in accordance with its opinion for a correct and timely execution of the Agreement. The Client is obliged to provide this information, data and documents to Soxia in a timely manner and in the desired manner and in the correct form. Soxia should therefore not explicitly make a reservation on any advice or declaration that the advice or declaration is based on the information provided by Client (confidential, oral or documentation)
- 2. The Client is obliged to inform Soxia without any delay about facts and circumstances that may be important for the execution of the Agreement.
- 3.If and insofar as the Agreement concerns the preparation or monitoring of financial statements, the Client will inform Soxia of any other information relevant to the execution of the Agreement and to the completion of the performance resulting for Soxia from the Agreement.
- 4. Unless the nature of the Agreement dictates otherwise, the Client is responsible for the accuracy, completeness and reliability of the information, data and documents made available to Soxia, even if they originate from the Client or third parties via employees.
- 5. Soxia is responsible for making workspace and all other provisions and facilities available to Soxia's personnel that, in accordance with Soxia's opinion, are necessary and/or necessary for Soxia to execute the Agreement. This includes the provision of computer, telephone, copying and scanning facilities. If and insofar as the Client makes documents and (computer) facilities available to Soxia, the Client is and remains liable and responsible for adequate copy, backup security and antivirus procedures. Client must at all times assist Soxia in the procedure to be followed and Soxia will follow these procedures as far as possible but without any liability if it makes use of the documents and facilities made available to it by the Client.
- 6. Soxia will deploy the required qualified personnel/ manpower in order to be able to perform the work and ensures that the staff is sufficiently skilled, competent and experienced to be able to perform the work. If this results from the nature of the Agreement, the Client will deploy internally the personnel deemed necessary

- by Soxia or have them deployed in order to enable Soxia to perform the work. If specific personnel and/or manpower is necessary, this will in principle be agreed and or, if applicable, recorded in the quotation or order confirmation. In that case, the Client must ensure and guarantees that the personnel made available by it are sufficiently well-versed, competent and experienced to be able to perform the work. If the Client is unable to make the required personnel available, it is responsible for making additional or other personnel available that meets the requirements to be set. If the Client is unable to make the required personnel available, Soxia may make available the required personnel/manpower that meets the requirements to be set for this if available.
- 7. The Client has an independent duty to protect personal data in the event of processing of personal data by the Client, such as providing and making available to Soxia personal data relating to persons (formerly) employed by; for or connected to the Client, its clients or third parties, even if these data originate from third parties or are provided by third parties on his behalf. Soxia cannot be held liable for non-compliance by the Client and the Client indemnifies Soxia against claims from third parties.
- 8. After the parties have performed the performance resulting for them from the Agreement, Soxia will, at Cliënt's request, return the original documents made available to it, such as notarial deeds, agreements and permits, to the Client. If this is necessary for the reliability and/or completeness of the performance performed by Soxia, copies of these aforementioned original documents will be attached to Soxia's file. All files or files of Soxia are and remain the property of Soxia.
- 9.All additional costs and fees resulting from delay in the execution of the Agreement due to the Client not being able to make the requested information, documents, facilities and/or personnel available in time, will be borne by the Client on the basis of hours times rate.

#### Article 5 - Execution of the agreement

1. Soxia will endeavor to execute the Agreement with due care and in accordance with the requirements of good workmanship. However, Soxia is not responsible for achieving the result intended by the Client.

- 2.Only Soxia is regarded as the service provider visà-vis the Client. Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code remain inapplicable. Soxia determines how the Agreement is to be executed, unless otherwise agreed in writing. It determines which of its employees performs the Agreement, whereby the wishes of the Client will be taken into account as much as possible. If the name or names of Soxia employees are expressly included in the Agreement, Soxia will ensure, within the limit of its assets, that such employee or employees are or are available to carry out the Agreement. The duration of the Agreement has a major effect on this intention.
- 3.Soxia can first perform and charge Cliënt for more work than has been commissioned, if the Client has given prior permission for this. The consent requirement does not apply if the performance of more work can reasonably be considered to fall within the duty of care of Soxia and to prevent fines on behalf of the Client.
- 4. Client is not permitted to involve third parties in the execution of the Agreement without written permission from Soxia. Without the Client's prior written consent, Soxia is not permitted to involve third parties, other than third parties who are in any way part of Soxia's organisation, in the performance of the Agreement. The Client is deemed to have given the order to third parties engaged by Soxia on behalf of it. Soxia is authorised to accept a limitation of liability when engaging third parties on behalf of the Client. The applicability of Article 6:76 of the Dutch Civil Code is excluded. The third parties thus involved by or on behalf of Soxia in the execution of the Agreement may also invoke these General Terms and Conditions.
- 5.In respect of the Agreement, Soxia holds a work file containing copies of relevant documents owned by Soxia.

# Article 6 - Confidentiality and data security

1.Unless (i) any local or international legal provision, regulation or other professional rule or rule obliges Soxia to disclose; or (ii) the Client or persons associated with or working at or for Soxia acts/acts for itself in disciplinary, civil, administrative or criminal proceedings in which this information may be relevant, Soxia and the employees employed by Soxia do not disclose

- confidential information and personal data without the Client's permission or provide it to third parties other than those referred to below in paragraph 2.
- 2. Client agrees that in the context of an Agreement concluded between Soxia and the Client, in the context of complying with Soxia's legal obligations including risk management and quality requirements, and internal business purposes, Soxia processes and stores confidential information and personal data concerning the Client, its Clients or third parties, and if necessary for the performance of the work, shares with other persons working at or for Soxia or with persons involved in the execution of the Agreement.
- 3. Soxia will take appropriate measures to protect the Client's confidential information and personal data and to inform the third parties and employees to be engaged by it about the confidential nature of the information.
- 4. Processing of personal data of the Client by Soxia takes place in accordance with the applicable laws and regulations in the field of personal data protection.
- 5. The Client may disclose the content of quotations, draft letters, electronic correspondence and agreements, reports, opinions, advice and/or any other written or oral statement of Soxia, which have not been drawn up for the purpose of providing information to third parties, or to third parties without the prior written consent of Soxia.
- 6. Soxia and the Client shall also impose the obligation on them as referred to in this article, with prior approval, on third parties working for Soxia to be engaged.
- 7. Soxia is entitled to make its activities known in global terms to third parties, including (potential) Clients, with the sole purpose of convincing the third parties of Soxia's expertise in this area and under the conditions that Soxia thereby does not act contrary to its obligations arising from the other paragraphs of Article 6.

## Article 7 - Intellectual property

- Soxia reserves all rights, including all intellectual property rights, relating to works used and/or developed by it insofar as they result from the law.
- 2. The Client is expressly prohibited from reproducing, publishing or using works, including

computer software, system designs, working methods, opinions/advice, model contracts and other intellectual property works as referred to in paragraph 1 of this article, all in the broadest sense of the word, for commercial purposes, alone or together with a third party, unless these goods are used by Soxia for the Client. developed and/or created for the purpose of being reproduced, published or used for commercial purposes. Reproduction and/or publication and/or exploitation is only permitted after obtaining written permission from Soxia. The Client does not have the right to reproduce documents written by Soxia within its own organisation, unless this is in accordance with the purpose of the Agreement. This provision retains its validity even if the Agreement is terminated prematurely (prematurely).

- 3. The Client is expressly prohibited from making works produced by Soxia, whether or not in the context of the execution of the Agreement, which are protected by intellectual property rights, available to a third party or third parties, other than for the purpose of obtaining an opinion from that third party or third parties about the quality of Soxia's work.
- 4.If, in the case of an advisory assignment, a specific spirit product to be delivered is referred to in the Agreement as 'Cliënt Material', the Client acquires the copyright to this product. Cliënt grants Soxia a non-exclusive, worldwide and continuous right to use, copy, edit, modify, sublicense and market the relevant intellectual product free of rights.

# Article 8 - Fees

- 1. Soxia has the right to unilaterally adjust the agreed fee in accordance with the rates in the offer during the term of the Agreement if salaries and/or prices change in the meantime, unless the parties have agreed otherwise.
- 2. Depending on the advice to be provided and the work to be performed, Soxia will charge an advance before commencing the work or during the time that the advice or work is being prepared. A payment term of ten 10 days after the invoice date applies to all invoices unless otherwise agreed in writing.
- 3. The fee to be charged by Soxia is exclusive of office costs, turnover tax and costs of third parties including notary fees, chamber of commerce costs (if applicable) involved in the execution of the

Agreement as well as any turnover tax, general spending tax, VAT or comparable taxes to the foregoing, unless the parties have agreed otherwise. The aforementioned fee plus costs and levies will be charged by Soxia to the Client monthly, quarterly, annually or at the end of the Agreement, unless the parties have agreed otherwise.

### Article 9 - Payment

- 1. The Client is obliged to pay the fee charged to it in accordance with Article 8 of these General Terms and Conditions, possibly increased by the expenses and any tax referred to in that article, within ten (10) calendar days from the date of the invoice. If this period has expired, the cumulative 1.25% interest will be charged, as well as any extrajudicial collection costs of 20%. Any complaints relating to an invoice must be made known to Soxia in writing within seven (7) days after the invoice date. The Client is not entitled to apply a discount to the amount charged to it or to set it off against a counterclaim. Furthermore, the Client is under no circumstances entitled to suspend payment of the charged to her, unless Article 262 or 263 of Book 6 of the Dutch Civil Code applies.
- 2. The payment must be made in the charged unit of money where the bank charges are borne by the Client
- 3. If the Client fails to pay the amount charged to it within the period referred to in paragraph 1, Soxia will in any case once in writing give notice to pay. In the absence of payment after this reminder, the Client is in default without further warning. In that situation, the Client owes Soxia the cumulative interest of 1.25% per month on the outstanding amount from the date of the written reminder until the day of full payment, as well as 20% of the principal sum in extrajudicial collection costs. All legal costs incurred by Soxia in connection with the recovery of payments shall be borne by the Client. The foregoing is without prejudice to all other rights of Soxia.
- 4. Soxia is entitled to demand that the Client immediately provide security in any form whatsoever if Soxia suspects that the Client's financial position gives cause to do so. Soxia has the right to demand advance payment from the Client on the same grounds. In the event that the Client fails to provide the security claimed and/or

- to pay the advance payment claimed, Soxia is entitled to suspend the execution of the Agreement without any prior written notice, whereby everything that Soxia has to claim from the Client at that time becomes immediately due and payable, without prejudice to Soxia's other rights.
- 5. Without prejudice to Article 7:407 paragraph 1 of the Dutch Civil Code, in the event that the Agreement has been entered into jointly by two or more Clients, they are jointly and severally liable for the payment of what has been charged to them on the basis of Article 8, as well as jointly and severally liable for the obligations under paragraphs 1 to 4 of this article.

### **Article 10 - Complaints**

- Under penalty of forfeiture of the right to do so, the Client must notify Soxia in writing of any complaints with regard to the performance of the Agreement and/or the amount charged by it on the basis of Article 8 within thirty days of discovery of the shortcoming, unless the Client proves that it could not reasonably have discovered the shortcoming earlier.
- 2.Timely submitted complaints as referred to in paragraph 1 do not under any circumstances release the Client from its obligation to pay the amount charged to it.
- 3. If the Client's complaint is justified, Cliënt has the option at its discretion to subsequently have the charged to it adjusted, to have the work of Soxia, which it has rejected, rectified or repaired without being charged fees or expenses for this, or to amend or terminate the Agreement in exchange for the return of part of what it has paid in the meantime.

#### Article 11 - Implementation period

- 1. If the Client owes an advance payment or if it has to make information and/or materials necessary for the execution available, the period within which the work must be completed shall not start until the payment has been received in full by Soxia, or the information and/or materials have been made available to Soxia in full.
- 2. The time frame within which Soxia will execute the Agreement depends on many factors, such as the quality of the information made available by the Client, the cooperation of the Client and third parties, so that the dates on which Soxia will have

- executed the Agreement should not be considered "deadlines", unless expressly agreed.
- 3. The Client may not terminate the Agreement (at least during the time) in connection with exceeding the agreed time frame, unless it has been established that Soxia is unable to ever perform the Agreement or to complete the performance resulting from the Agreement for it, in whole or in part, within a reasonable period after the expiry of the agreed dates.

#### **Article 12 - Termination**

- 1. The parties are entitled to terminate the Agreement (prematurely) by means of written notice with due observance of a notice period of two (2) months and the following provisions.
- The cancellation takes place by means of a registered letter to the other party.
- 3. If the Client terminates the Agreement (prematurely), it is obliged to compensate Soxia for the full damage suffered by Soxia as a result of the premature termination of the Agreement, unless the termination is motivated by reasons and circumstances that must be attributed to Soxia. For compensation as damage, among other things, the costs related to the (premature) termination of the Agreement with the third party involved in the execution of the Agreement are eligible.
- 4. If Soxia terminates the Agreement prematurely, the Client is entitled to assist Soxia with regard to the transfer of the work and the file to third parties on the basis of hours times rate, unless there are facts and circumstances underlying the termination that are attributable to the Client.
- 5. The parties are entitled to terminate the Agreement (prematurely), without observance of a notice period, by means of registered letter if: (i) the other party is declared bankrupt (faillisement) or (itself) applies for bankruptcy (faillisement), (ii) the other party is granted suspension of payment or applies for it (itself), (iii) and/or the other party does not, at least not fully, fulfil its obligations under this Agreement. Soxia is also entitled to terminate the Agreement (prematurely), without observance of a notice period, by means of a registered letter if the control in the Client's company changes or if the Client ceases its business activities or if a situation of conflict of interest arises.

- 6. In the event that the Agreement is terminated (prematurely), Soxia reserves its right to payment of the fee until the moment the Agreement is terminated or a proportionate part of the preagreed fixed amount of fee as well as the reimbursement of expenses relating to the performance of the Agreement until the moment of termination in addition to the case referred to in Article 4. In that case, Soxia is also entitled to compensation for the loss of occupancy that has arisen and can be demonstrated on its part, as well as for the additional costs that it must reasonably incur as a result of the early termination of the Agreement, unless there are facts and circumstances underlying the termination that are attributable to Soxia. After the Client has fulfilled all its obligations, the interim results of the execution of the Agreement will be made available to the Client until the moment of termination, subject to all rights.
- 7. If the Agreement is terminated (prematurely), each of the parties shall immediately return to the other party all goods, objects and documents owned by the other party and in its possession, provided that Soxia may retain a copy of each document for the purposes of its file.

## Article 13 - Liability

- 1. Soxia shall execute the Agreement in accordance with the requirements of good workmanship and with due regard for the care that may be expected of him. Soxia is not liable for damage caused by third parties, The applicability of Article 6:76 of the Dutch Civil Code is excluded.
- 2. The Client is obliged to provide all facts and information that may be important for the correct execution of the assignment. The Client guarantees the accuracy and completeness of data and information provided to Soxia. If an error has been made as a result of incorrect or incomplete information made available by or on behalf of the Client, in the broadest sense of the word, Soxia is not liable for the consequences thereof. Soxia shall not be liable for any shortcoming under this Agreement if the shortcoming is directly or indirectly the result of defects in Soxia's and/or Cliënt's hardware, software or filmware for the correct generation of processes and/or receipt of data-related information.

- 3. Soxia is not liable for any shortcoming in the execution of the Agreement, if this shortcoming is directly the result of changes made by the Client, its staff, third parties, or the Client in any way affiliated companies in the (result of the) work carried out by Soxia.
- 4. The operation of Articles 7:404 and 7:407(2) of the Dutch Civil Code is excluded.
- 5. Without prejudice to the provisions of Article 6:89 of the Dutch Civil Code, the right to compensation expires in any case twelve months after the event causing the damage from which the liability arises has occurred or this must be deemed to have come to the knowledge of the Client.
- 6. If one or more third parties claim compensation for damages from Soxia that the third parties would have suffered in connection with a service provided to the Client by or on behalf of Soxia, the Client will indemnify Soxia against those claims and additional costs, insofar as Soxia must compensate the third party or third parties for more damage than it should have compensated the Client if the Client itself compensates Soxia for the third party's compensation for the damage caused by the third party(n) would have caused damage. The Client indemnifies Soxia against all claims from third parties as a result of incorrect or incomplete information made available by or on behalf of the Client, unless the Client can demonstrate that the liability is not related to its shortcomings or negligence and/or can demonstrate that the damage was caused by intent or gross negligence on the part of Soxia.
- 7. The exclusions and limitations of liability in favour of Soxia also extend to the benefit of the shareholders and directors of the companies of the Soxia network. All persons engaged in the execution of the assignment, including auxiliary persons, employees, subordinates, nonsubordinates and representatives, can also invoke these General Terms and Conditions.
- 8. Soxia is entitled to accept any liability exclusions and limitations of third parties on behalf of the Client.
- 9. The Client accepts the exclusions and limitations of Soxia's liability as well as the forfeiture of the right to compensation, as provided for in this article, regardless of the basis of the claim for damages and regardless of whether the Client claims compensation on the basis of its own right

- or on the basis of a right acquired or acquired from another.
- Soxia is never and under no circumstances liable for indirect damage and/or consequential damage and/or property damage and/or trading loss.
- 11. Any liability for other damage is limited to a maximum as mentioned in subsections a, b and c of this paragraph mentioned below.
  - a. If the Agreement mainly concerns the performance of work in the field of Compliance and this reporting tax returns would have caused damage to the Client, Soxia's liability is limited to a maximum of the fee charged for the specific activity in question over the last six months, unless there is deliberate intent or gross negligence.
  - b. If the Agreement mainly concerns the performance of work in the field of Tax and Legal Services and this activity would have caused damage to the Client, Soxia's liability is limited to a maximum of the fee charged for the specific activity in question over the last six months and in any case limited to a maximum of ANG 200.000,00, unless there is deliberate intent or gross negligence.
  - c. If the Agreement mainly concerns the performance of audit work, Soxia's liability is limited to a maximum of three times the fee charged for the last calendar year in respect of the relevant Agreement, unless there is intent or gross negligence.
- 12. If both the Client and one or more third parties claim compensation from Soxia in connection with a service provided by or on behalf of Soxia to the Client, the damage suffered by the Client himself will not be eligible for compensation, insofar as the compensation to be paid to the Client is already self-employed, or after an increase in the damages due to the third party(ies), exceeds the limits set out in Article 13.11.

# Article 14 - Contract takeover / indemnification

1. The Client is not permitted to transfer (any obligation under) the Agreement to third parties, unless Soxia expressly agrees to this in writing in advance. Soxia is entitled to attach conditions to this consent. In any case, the Client undertakes to impose all relevant (payment) obligations under the Agreement and these General Terms and

- Conditions on the third party. In addition, the Client remains jointly and severally liable for the obligations under the Agreement and the General Terms and Conditions at all times in addition to this third party, unless the parties explicitly agree otherwise.
- 2.In the event of contract acceptance, the Client indemnifies Soxia against all claims and claims of third parties and additional costs that arise as a result of a non-compliance or incorrect fulfilment of any obligation by the Client under the Agreement and/or these General Terms and Conditions.

#### Article 15 - Independence

Soxia has to comply with the relevant independence regulations of national and international regulators. In order to enable Soxia to comply with the relevant independence regulations, the Client is obliged to inform Soxia in good time, correctly and completely in writing about the (change in the) legal structure and the control relationships of (the group, to which) the Client (belongs), all (financial) partnerships entering into its company or organisation, all this in the broadest sense of the word.

#### Article 16 - Internet use

During the execution of the Agreement, the Client and Soxia will be able to communicate with each other by electronic mail at the request of one or each of them. Both Soxia and the Client acknowledge that the use of electronic mail involves risks such as – but not limited to – distortion, delay, corruption and virus.

The Client and Soxia hereby state that they will not be liable to each other for any damage that may result to one or all of them as a result of the use of electronic mail, including the actions and omissions of the service provider. Both the Client and Soxia will do or refrain from doing everything that can reasonably be expected of each of them to prevent the occurrence of the aforementioned risks. In the event of doubt as to the accuracy of the e-mail received by the Client or Soxia, the content of the e-mail sent by the sender shall be decisive.

## Article 17 - Forfeiture of rights

Unless otherwise agreed in these General Terms and Conditions, legal claims and rights of action that the Client has for whatever reason under the Agreement and/or the law on Soxia shall be extinguished after one year after the day on which the Client has informed himself, or at least could reasonably have informed himself, of the existence of this right.

# Article 18 - Waiver of rights

Soxia's failure to directly enforce any provision or condition in the Agreement and/or these General Terms and Conditions shall not affect or limit Soxia's rights and powers under this Agreement. Waiver of any provision or condition in the Agreement shall only be effective if it has been made in writing. Invalidity or nullity of any provision of this Agreement shall not affect the validity of the remaining provisions of this Agreement. The parties then undertake to adapt and/or modify any void or voidable part as referred to above in such a way that the part in question will be legally modified and fits in with the intention of the parties.

# Article 19 - Scope after the end of the contract

The provisions of the Agreement and/or these General Terms and Conditions which, expressly or implicitly, have the purport to retain their validity after the end of the contract, bind the parties even after the expiry of the contract term.

## Article 20 - Conflicting clauses

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

## Article 21 - Recruitment ban

During the term of the Agreement, nor within one year after termination thereof, neither party shall employ persons who are or were charged with the execution of the Agreement or enter into negotiations with them in order to achieve possible employment. The parties may deviate from this provision by mutual consent.

#### Article 22 - Applicable Law/ Competent Court

1. The Agreements between parties to which these General Terms and Conditions apply are governed by the law of Curação.

2. Disputes between parties with regard to the Agreement will be submitted to the competent court of the Court of First Instance of Curacao.