



FAT Advice & Solutions

General Terms & Conditions of

the company with the limited liability F F Associates, Partners in Forensic Services N.V., with the trade name FAT Advice & Solutions, established and domiciled in Curacao hereinafter referred to as “the company”.

A. SCOPE OF APPLICATION

1. The general terms and conditions apply to all agreements entered into by the company with a natural or legal person “the client”. Deviations from these general terms and conditions can only be agreed on in writing.
2. In the event that (general) terms and conditions used by the client deviate from the provisions of these general terms and conditions, the present general terms and conditions will prevail, unless the company explicitly accepts the applicability of the general terms and conditions used by the other party.

B. EXTENT OF THE ASSIGNMENT

1. The nature and scope of the assignment is determined by the agreement between the company and the client, or by the client's signature of the quotation issued. If during the assignment work has been performed for the client that does not fall under the work as agreed, the assumption will be made from the related notes in the administration that these activities were performed on an incidental order from the client. These notes must relate to interim consultations between the company and the client. The present general terms and conditions also apply to the further agreement(s) concluded with the company.
2. The assignment cannot be dissolved by the client due to transgression of the agreed-upon timeframe.

C. INFORMATION

1. The services provided are based on the information provided by the client to the company.
2. If the client wishes to involve third parties in the execution of the assignment, he/she will only do so after consulting the company.
3. At the request of the company, the client will always provide the information that the company wishes to have available for the execution of the assignment. The client guarantees the correctness, completeness, reliability and legality of the information provided by him/her. Additional costs, caused by the fact that the client has not provided the required data or information, or has not provided it on time or properly, will be charged to the client.
4. Unless prior written permission has been granted by the company, the client will not make public the content of the advice or other expressions, whether written or otherwise, to third parties, unless said advice or statements have been specifically formulated for disclosure to third parties. The client will also ensure that third parties will not be able to take cognizance of the content referred to in the previous sentence. The client will impose the same obligations

that apply to him/her under this article on his employees and ensure that his/her employees will comply with these obligations.

5. The company and the client can communicate by means of e-mail and the Internet. The company is not liable for damages resulting from the use of the internet and e-mail such as viruses. In case of doubt about the content and/or sending of e-mails, the files of the company are decisive. The client is obliged to verify whether the e-mail has actually reached the addressee.

D. QUALITY & CRAFTSMANSHIP

1. The company will make every effort to perform its activities to the best of its knowledge and ability and in accordance with the requirements of good workmanship. However, the company cannot guarantee the achievement of any intended result.

2. Under no circumstances will the client be able to assert any claim against the company if the client fails to fulfill any obligation towards the company.

E. PAYMENT, STATUTORY DEFAULT INTEREST AND COLLECTION CHARGES

1. The client owes the company a fee in accordance with the company's usual rates, calculation methods and working methods.

2. All rates are exclusive of sales tax (OB) and other charges that may be imposed by the government.

3. All invoices sent by the company to the client must be paid within 14 days of the date stated on the invoice ("the invoice date") at the office of the company or in another manner to be indicated by the company. The client is not allowed to apply any discount and/or compensation.

4. Complaints regarding the amount of the invoice must be made in writing to the company within one week of the invoice date, after which forfeiture of the right to subsequently contest the correctness of the amount of the invoice will apply.

5. Complaints regarding the work performed by the company must be submitted within one week after the date of dispatch of the documents or information or documents about which the client complains, or within one week after the discovery of the alleged defect if the client demonstrates that he/she could not reasonably have discovered the alleged defect earlier.

6. Complaints as referred to in Articles 4 & 5 do not suspend the payment obligation of the client.

7. In the event of a justified complaint, the company has the choice between adjusting the fee charged in the invoice, improving or re-performing the rejected work free of charge or not performing the assignment in whole or in part against a proportional refund.

8. When paying after 14 days from the invoice date, the client will owe the company default interest of 2% per month, to be calculated from part of a month to a whole month.

9. In the event of late and/or non-payment, the company will always be entitled at its discretion to suspend the performance of (further) activities to which it has committed itself towards the client and/or to abandon the performance of those activities for good.

10. In the event of late and/or non-payment, the company is always free to charge third parties with the collection of the company's claim against the client. In that case, the collection costs are 20% of the invoice amount plus the statutory default interest due, with a minimum of Naf. 75,-, always at the expense of the client as well as all further possible legal costs and the costs of legal assistance, including charges not allocated by the court, with the exception of legal costs and costs of legal assistance, if the company as the losing party is ordered to pay the costs.

11. The statutory default interest, the collection charges and the court fees are not subject to judicial mitigation.

12. Upon payment by the client, the company is entitled to debit this payment to the oldest outstanding account(s).

F. LIABILITY

1. The liability of the company towards the client for damage suffered by the latter is limited to the invoice amount. The company has the right at all times, if and insofar as possible, to undo the damage suffered by the client.

G. DISCLAIMER

1. The client indemnifies the company against all claims from third parties for compensation arising from or related to the work performed by the company in the context of the execution of the agreement and the client is liable for all costs arising from this indemnification.

H. CONVERSION

1. If and insofar as any provision of these terms and conditions cannot be invoked, the relevant provision will in any case have a meaning that is as similar as possible in terms of content and purport, so that it can be invoked.

I. RECRUITMENT PROHIBITION

1. During the execution of the assignment, neither of the parties may negotiate employment within 1 year of the relationship employees who are or have been involved from the other party in the performance of the work or in consultation with the other party.

J. DISPUTES

1. All disputes arising or possibly arising between the company and the client with regard to the implementation of the agreements concluded between the parties, the interpretation of the agreements or the present general terms and conditions or any other dispute whatsoever, will be judged exclusively according to the law of Curacao, while the judge of the Common Court in Curacao is appointed to hear those disputes.

Curacao, February 9, 2022.

The text of these general terms and conditions has been published by the company F F Associates, partners in Forensic Services N.V., trade name FAT Advice & Solution.