



## General Terms and Conditions of AG Legal Services & Consultancy N.V.

1. AG Legal Services & Consultancy N.V. (hereinafter "AG Legal") is a limited liability company incorporated under Surinamese law, having its registered office in Paramaribo, Suriname, registered there in the Commercial Register of the Chamber of Commerce and Industry under number 87074.
2. All assignments granted to AG Legal and/or mr. drs. A.J.F. Gonesh are accepted and carried out exclusively by AG Legal.
3. Assignments are accepted and performed exclusively under the applicability of these general terms and conditions. All assignments given to AG Legal shall lead to obligations of effort and not to obligations to achieve a result. Third parties cannot derive any rights from the execution of the assignment given and the execution of the assignment shall only take place for the benefit of the client.
4. The applicability of any general terms and conditions of the client is expressly rejected. These general conditions of AG Legal also apply (exclusively) to follow-up, additional or new assignments from the client.
5. By instructing AG Legal, the client waives his or her right to hold AG Legal and all persons associated with it liable for breach of contract or tort in connection with (the execution of) the order(s) placed with AG Legal.
6. Any liability of AG Legal shall be limited to the amount paid out under the relevant professional liability insurance policy in the matter concerned, to be increased by the amount of the deductible applicable under the relevant insurance policy that is not for the account of the insurer(s) under the policy terms and conditions. If, for whatever reason, no payment is made under the said professional liability insurance, AG Legal's liability shall be limited to the fee charged by AG Legal in connection with the assignment in question, with the exception of wilful misconduct or gross negligence.
7. Any claim for damages against AG Legal lapses within one year after the facts on which the claim is based were known or could reasonably have been known to the client, that claim has been brought before the competent court.
8. AG Legal shall not be liable for any shortcomings of third parties engaged by it. The client shall indemnify AG Legal against all claims by third parties, including the reasonable costs of legal assistance, which are in any way connected with the work carried out for the client, unless this is the result of gross negligence or wilful misconduct by AG Legal.
9. AG Legal can only be deemed to interrupt current limitation and expiration periods if and to the extent that AG Legal and the client have expressly agreed so in writing in the engagement agreement.
10. The hourly rates used by AG Legal are set annually. Unless otherwise agreed in writing, the fee be calculated based on the number of hours worked multiplied by the hourly rates to be determined by AG Legal. AG Legal is entitled to require an advance payment in advance as well as during the work to be performed. Advance payments shall be set off against the final invoice. Expenses paid by AG Legal on behalf of the client shall be charged separately. In addition, a percentage of the fee may be charged to cover general office expenses (such as postage, telephone, fax and photocopying costs).

11. AG Legal will in principle invoice the client monthly for the costs incurred. AG Legal applies a payment term of 14 days from the date of the invoice. The client cannot derive any rights from this principle. After expiry of the term of payment AG Legal is entitled to claim compensation of the statutory interest, and also the extrajudicial collection costs (which costs shall be estimated at 15% of the principal amount, or such lower percentage as may be prescribed by mandatory law).
12. In principle, AG Legal sends its invoices digitally. Client is deemed to have accepted receiving invoices digitally. The data from AG Legal's digitized accounting and invoicing system shall constitute between the parties proof of sending the relevant invoice.
13. In the absence of written notification of objections to an invoice within 30 days of its receipt, the client shall be deemed to have accepted the invoice, as well as the underlying work and record.
14. In the event of non-payment, late payment or incomplete payment of invoices, the client shall be in default and AG Legal shall be entitled, without further notice, to suspend and hold in abeyance its work until full payment has been made. AG Legal shall not be liable for any damages arising from such suspension of work.
15. AG Legal shall always be authorized to terminate the assignment by written notice. AG Legal shall have the authority to terminate the assignment in writing with due observance of such a term and in such a manner that the interests of the client continue to be safeguarded as far as possible.
16. AG Legal may hold funds of the client or a third party as part of the performance of an assignment. AG Legal excludes any liability resulting from non-compliance with obligations of the bank charged with holding those funds, as well as any liability for damages suffered by the client or third parties because of incorrect payment instructions from the client.
17. AG Legal advises exclusively with respect to Dutch and (or) Surinamese law, unless otherwise expressly agreed in writing.
18. Files will be retained for five years, after which they will be destroyed. The starting date of this period is the date on which AG Legal last performed (substantive) work. The file can be returned upon request. No costs will be charged for this.
19. The legal relationship between the client and AG Legal shall be exclusively governed by Surinamese law unless the client is domiciled or incorporated in the Netherlands at the time of giving the assignment.. If the client is domiciled or statutorily established in the Netherlands at the time the assignment is given to AG Legal, the legal relationship between the client and AG Legal shall be exclusively governed by Dutch law.

In the event of a dispute being submitted to the ordinary courts, such dispute shall in the first instance be settled exclusively by the Subdistrict Court in Paramaribo, unless the client is domiciled or has its registered office in the Netherlands. The Subdistrict Court in Paramaribo shall (except in the exception mentioned in the previous sentence) have exclusive jurisdiction over all disputes arising from - or related to - the work performed by or on behalf of AG Legal.

However, if the client is domiciled or has its registered office in the Netherlands at the time of the assignment to AG Legal, the District Court of The Hague shall in the first instance have exclusive jurisdiction regarding any disputes arising from - or in connection with - the work performed by or on behalf of AG Legal.



20. Should one or more provisions of the agreement prove to be wholly or partly invalid or unenforceable, they are hereby replaced by provisions to which this does not apply and which as far as possible regulate the same as the invalid or unenforceable provision, while the other terms and conditions remain intact. To the extent necessary, the parties shall consult further in good faith on the exact wording of such superseded provisions.
21. There is a Dutch and an English version of these general terms and conditions. In the event of any difference between these general terms and conditions in the Dutch and (or) the English version, the Dutch version shall prevail.