



General terms and Conditions

1. These general terms and conditions apply to all services that the limited liability company “Advocatenkantoor mr R.A. Wix NV” doing business as “Wix Attorneys at Law” has been requested to provide. Only persons designated by Wix Attorneys at Law as partners are authorized by Wix Attorneys at Law to accept a request for services on its behalf. The applicability of any general terms and conditions of the client are specifically excluded.
2. “Wix Attorneys at Law” is the tradename of the limited liability company “Advocatenkantoor mr. R.A. Wix NV”. Requests for services are deemed to have been directed to “Wix Attorneys at Law” only and not to any individual person associated with Wix Attorneys at Law. This includes any request for services to be performed by a specific person associated with Wix Attorneys at Law. The application of sections 7:404 Aruba Civil Code and 7:407 paragraph 2 Aruba Civil Code, is excluded. Person associated with Wix Attorneys at Law means: any employee, advisor, partner, subsidiary or shareholder of Wix Attorneys at Law. Contrary to the provisions of Section 7:409 of the Aruba Civil Code, the persons affiliated with Wix Attorneys at Law are not personally obliged or liable to perform such engagement, and the death of any of them does not terminate the engagement, even if the engagement is awarded with the intention of it being performed by a specific person."
3. Any liability on Wix Attorneys at Law’s part, arising from or related to the performance of any engagement, will be limited to the amount that is paid out for that event under Wix Attorneys at Law’s professional liability insurance. The insured amount under Wix Attorneys at Law’s professional liability insurance is maximized at EUR 1.000.000 (one million Euro’s) per occurrence.
4. If for any reason the above insurance policy as such does not entitle an injured party to any compensation, Wix Attorneys at Law’s liability, including liability for damage to persons or property, will be limited to a maximum amount of USD 50.000 (Fifty thousand United States Dollars).
5. Claims for compensation of damage will expire one year after the date on which the client became aware of the damage and Wix Attorneys at Law’s possible liability.
6. If Wix Attorneys at Law involves a person not associated with Wix Attorneys at Law in connection with its services for a client, Wix Attorneys at Law will not be liable towards the client or any other person(s) or entity for that matter for any error or omission made by that person. The client authorizes Wix Attorneys at Law to on behalf of the client, accept any limitation of liability stipulated by that abovementioned person.
7. These general conditions may be relied on and/or invoked by Wix Attorneys at Law and by any person or persons associated or formerly associated with Wix Attorneys at Law, including their legal successors.
8. Unless the client has compelling reasons that dictate otherwise, Wix Attorneys at Law is



W I X

ATTORNEYS AT LAW

authorized to decide on requests and/or the granting an extension for submitting procedural documents to the court and other procedural actions in current proceedings. In the event of a difference in opinion between the client and Wix Attorneys at Law, the latter decides.

9. Unless otherwise agreed, all budgets and estimates of the costs for a procedure are solely for that specific assignment. All other assignments or procedures are explicitly excluded, such as – but not limited to – to oppose, appeal and appeal to the Supreme Court. The fee amount to be paid, in case of a fixed fee as well as with payments on the basis of no-cure no pay, will take place right after reaching a settlement and/or a judgment of the court of first instance
10. Unless agreed otherwise, Wix Attorneys at Law will charge an hourly rate of USD 350 per hour.

Wix Attorneys at Law agrees to provide a monthly statement to client for each month that services have been performed or if any amount is owed by client. Wix Attorneys at Law's statements shall reflect at least the following information: date the services were performed; brief description of services performed; time spent performing the services; the charge for each service item. The minimum time unit for billing any services shall be two tenths (0.2) of one hour. Payment is due within a period of 15 days starting on the date of the invoice. If payment is not made, within this period, Wix Attorneys at Law may, without further notice of default being required, exercise its right to charge the client interest at the statutory rate. Wix Attorneys at Law has the right to suspend work if the client fails to pay the invoice or to provide an advance to cover the invoice amount.

11. Client shall be responsible for reimbursing Wix Attorneys at Law for its direct costs incurred but only if client has approved such costs in advance. All bills will be increased with a 7,5% disbursement fee and any turnover taxes such as BBO and BAZV. Any and all costs and expenses awarded to the client in a particular legal case – so called “proceskosten” - will be for the firm. The Firm reserves the right to request an advance payment or evergreen deposit from the client.
12. In providing services for clients, Wix Attorneys at Law may receive and/or hold funds for clients or third parties. Wix Attorneys at Law will deposit these funds on its third party account at an Aruban bank chosen by Wix Attorneys at Law. Wix Attorneys at Law will not be liable if the bank chosen, in full or in part, fails to fulfil any of its obligations. The client indemnifies Wix Attorneys at Law and the persons affiliated with Wix Attorneys at Law against any claim arising from or related to the possible insolvency of the bank or financial institution with which the client's funds have been deposited or their failure to perform their obligations.
13. Wix Attorneys at Law agrees to use its best efforts in representing the client and to perform all services in a professional, diligent, business-like manner. However, the client recognizes that Wix Attorneys at Law cannot guarantee a particular result or outcome of any matter.
14. Under applicable legislation for the prevention of money laundering and terrorist financing Wix Attorneys at Law is obligated to verify the identity of its clients and to verify that there is no reasonable evidence that the purpose of the engagement is to prepare, support, or conceal illegal activities. By awarding an engagement to Wix Attorneys at Law, the client confirms that it is aware of the above obligations and undertakes to provide all requested information.



W I X
ATTORNEYS AT LAW

Under certain circumstances Wix Attorneys at Law is obligated to report unusual transactions to the authorities.

15. Any agreement between Wix Attorneys at Law and a client will terminate without any notice being required when the assignment given to Wix Attorneys at Law is completed. Furthermore, the Wix Attorney's at Law and the client may terminate this Agreement with or without cause at any given time by giving notice of termination to the other.
16. Aruban Law governs the legal relationship between Wix Attorneys at Law and its clients. Any dispute between Wix Attorneys at Law and a client will be exclusively resolved by the Aruban Courts, in the first instance by the Court of First Instance of Aruba.

August 2, 2023