



James Martin & Associates

Advocaten ~ Attorneys at Law ~ Abogados

**GENERAL TERMS AND CONDITIONS IN ENGLISH
THE DUTCH TERMS ARE LEGALLY BINDING
THIS ENGLISH VERSION IS ONLY FOR READING PURPOSES**

1. JMA International Attorneys & Consultants (Aruba) N.V., d.b.a. James Martin & Associates, hereinafter: "James Martin & Associates", is a publicly held corporation whose objective is to practice law, and this in the broadest sense.
2. These General Terms and Conditions apply to every agreement or legal relationship between James Martin & Associates and a counterparty (hereinafter referred to as the "client"), including any follow-up or new assignments, in which James Martin & Associates, or one of the collaborating lawyers within the firm, is to perform or has performed work. The terms and conditions are available online at www.jamesmartin-associates.com and filed with the Registry of the Court of First Instance of Aruba.
3. All assignments are accepted and executed exclusively by the limited liability company under Aruban law, JMA International Attorneys & Consultants (Aruba) N.V., notwithstanding Articles 7:404, 7:407, paragraph 2, and 7:409 of the Dutch Civil Code. This also applies if the client explicitly or implicitly grants their assignment with the intention of having it performed by one or more specific persons affiliated with James Martin & Associates. In these general terms and conditions, "affiliated persons" means any person who works or has worked directly or indirectly for James Martin & Associates, including, but not limited to, all current and former employees, contractors, consultants, directors, shareholders, and/or partners. A "person" may be either a natural person or a legal entity.
4. Any liability of an individual lawyer or employee working for James Martin & Associates is expressly excluded, and the client expressly waives any right against any individual lawyer or employee within the firm. Without prejudice to the provisions of Articles 2 and 3 of these terms and conditions, these terms and conditions, including the



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limitations of liability contained herein, apply not only to James Martin & Associates, but may also be invoked by and on behalf of all persons involved in the performance of the assignment and/or who, in connection therewith, may incur any liability whatsoever, including persons affiliated with James Martin & Associates, the James Martin Advocaten Third-Party Funds Foundation (and its directors), and all respective legal successors. The client indemnifies James Martin and all persons mentioned in the previous sentence against all third-party claims and the costs of legal assistance that are in any way related to or arise from the assignment given and/or the work performed for the client, insofar as the claim or damage is not a direct result of intentional or consciously reckless conduct by James Martin & Associates.

5. The professional liability of James Martin & Associates is limited to the amount stipulated in our professional liability insurance and for all claims arising from this matter, related and/or ongoing professional services. If and to the extent that no coverage exists under professional liability insurance, liability is limited to the amount of the invoices already paid by the client in a specific case.
6. All provisions in these general terms and conditions are also made for the benefit of all persons who work or have worked in, for, or on behalf of the company. These general terms and conditions also apply to any additional or follow-up assignments.
5. In any event one year after the date on which any right of claim or other rights or powers with respect to James Martin & Associates, in connection with services provided of whatever nature, became known (within reason), they shall be canceled.
6. When engaging third parties not belonging to its organization, James Martin & Associates shall exercise due care and, except in case of assistance provided by a process server, shall consult with the client, as much as possible in advance, with regard to the selection of such third parties. Any liability for failures of these third parties shall be excluded.



7. Unless otherwise agreed, client shall owe James Martin & Associates a fee that is calculated based on the number of hours worked, multiplied by the hourly rate agreed in advance. In addition to the fee, client shall owe James Martin & Associates the disbursements paid by James Martin & Associates for the benefit of client (court fees, process server's costs, stamps, courier services, population register, etc.), as well as an allowance for fixed office expenses (postage, telephone, fax, and photocopies), to be set at a percentage of the fee (for 2025 and 2026: 10%). All amounts due (except for disbursements) shall be increased by the turnover tax payable in respect thereof, at the rate applicable in that year.
8. James Martin & Associates shall charge on a monthly basis. The expense claims sent shall be paid within 15 days of the invoice date, failing which client shall be in default. After the expiration of the period, an amount of 1.5% default interest per month may be charged to client. An advance may be asked at all times for work performed or to be performed. Work may be suspended in case of non-payment of outstanding expense claims. All costs associated with any collection, including, without limitation, all extrajudicial costs, with a minimum of 15% of the amount to be collected, shall be payable by client.
9. James Martin & Associates shall ensure that the client's funds received by it are deposited in a separate trust account. No interest shall be paid in respect of these funds. James Martin & Associates reserves the right to set off funds received against outstanding expense claims.
10. Each party shall be entitled to terminate the agreement by giving notice, if so desired, with immediate effect. When giving notice of termination, client shall at least pay the services provided until the moment of giving notice.
11. The file created during an assignment shall be retained during 10 years, after which James Martin & Associates shall have the right to destroy the file.



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12. The legal relationship between James Martin & Associates and client shall be subject to Aruban law. Disputes shall be adjudicated in the first instance by the Court of First Instance of Aruba only.
13. The Dutch version of these General Terms and Conditions shall prevail over the version translated into English, Spanish, and Papiamentu. James Martin & Associates shall be authorized to modify these General Terms and Conditions at all times.
14. James Martin & Associates is domiciled in Oranjestad, Aruba and is listed with the Chamber of Commerce under number 41090.0. Filed with the Registry of the Court of First Instance of Aruba on November 22th 2025.