

---

## **General Terms & Conditions**

1. Unless expressly waived in writing by Century Trade Mark Curacao N.V. (hereinafter "CTMC") these general terms and conditions (hereinafter "the Conditions") will be deemed to be incorporated in all agreements entered into, and applicable to all services rendered by CTMC, its directors, officers and affiliated companies.
2. A client may not assign its rights and obligations under any agreement with CTMC to any affiliated or third party without the prior written consent of CTMC.
3. CTMC is at any time, in its sole discretion, entitled to request references or additional information about client's identity, the business activities of client and/or persons involved in client's business, and further to request any and all information as CTMC deems necessary or appropriate.
4. CTMC may act and rely upon written requests, instruments or documents of any kind, which appear to have been signed (in original, scanned or faxed), endorsed or prepared by client. If a request or instruction from client is rendered to CTMC by telephone, facsimile or email, CTMC will not be liable for any damages, charges, fines, taxes, costs and expenses sustained, incurred or expended, directly or indirectly (including without limitation, fees, costs and expenses of attorneys, auditors and other experts), by client in connection with a misunderstanding or transmission error resulting of this method of communication, including any mistake by CTMC on the identity of the sender. CTMC may, without incurring any liability, request written confirmation of instructions. This non-liability includes any damages incurred in connection with the use of E-mail communication, multimedia or cyber facilities, as well as any other commercially available communication facility.
5. If any documents are supplied to CTMC for distribution or publication, client must take care and is responsible that such documents shall not infringe any copyright, patent or other legal rights of any third party. In addition, the contents of such documents shall not be of a sexual, political, indecent or immoral character. Client will hold CTMC harmless and fully indemnified against and from any liabilities, damages, charges, fines, taxes, costs and expenses incurred, sustained or expended, directly or indirectly, by CTMC as a consequence of any such infringement or character.
6. The copyright of all written materials, including agreements, documents, reports and record books, prepared by CTMC shall vest in CTMC. Client shall only have the right to use such material for the instances and the purposes such material was prepared for.

7. Any legal or other advice given, and any reports prepared, by CTMC, may only be relied upon by the client to whom such advice was given or for whom such report was prepared.
8. CTMC shall not be obliged to do or omit to do anything that it considers to be in conflict with the lawful interests of client, with the interests of CTMC and/or the laws and regulations of any applicable jurisdiction.
9. CTMC shall not disclose without a client's authorization any confidential information relating to such client, except if reasonably required for the proper performance of CTMC's duties and/or if required by law.
10. Clients will, during the applicability of these Conditions and thereafter, indemnify and hold CTMC (including its managing directors, officers and employees) harmless from and against any and all claims in contract, tort or suits instituted by any third party, as well as from and against any liabilities, damages, charges, fines, taxes, costs and expenses sustained, incurred or expended, directly or indirectly, by CTMC (including, without limitation, any fees, costs and expenses of attorneys, auditors and other experts engaged by CTMC), and arising out or resulting from any services rendered by CTMC to such client.
11. CTMC (including its managing directors, officers and employees) shall not be liable for any damages, charges, taxes, costs and expenses sustained, incurred or expended, directly or indirectly, by a client as a result of or in connection with any act or omission by CTMC, except in the event of gross negligence or willful misconduct by CTMC. In addition, notwithstanding any gross negligence or willful misconduct by CTMC, any such liability will always be limited to a maximum of the fees paid by the client to CTMC in the book year in which the act or omission took place.
12. Services rendered by CTMC shall be charged according to the Services Fee Schedule then in force, and all expenses incurred and disbursements paid by CTMC, shall be for the account of the client. CTMC is entitled, in its sole discretion, to adjust its Services Fee Schedule for inflation purposes, changing market standards or conditions, or other special circumstances.
13. All invoices of CTMC must be paid within 60 days after the relevant invoice date. CTMC reserves the right to charge 1% interest per month on invoices overdue. At all times CTMC shall be entitled to postpone any of its services until the amounts due to it have been settled. Invoices not paid or not paid in full within that 60 days period become null and void by the mere fact that 60 days have passed. At the time an invoice becomes null and void the offer for the services mentioned in the invoice is automatically withdrawn.
14. All costs and expenses, sustained, incurred or expended by CTMC, in or outside court, in connection with the collection from a client of any amounts due to CTMC, including any legal fees, will be for the account of such client. CTMC is entitled to fix such costs on 15% of the total amount (inclusive any accrued interest) due to CTMC, notwithstanding the right of CTMC to claim full compensation for such costs and expenses.

15. CTMC is entitled to retain and withhold any and all documents and intellectual property records belonging to a client, until all amounts due to CTMC have been fully settled by such client.
16. For the purposes of these Conditions, a notice, invoice or any other message shall be deemed to have been received at the following times: (i) if sent by courier: at the moment of delivery by the courier to the addressee; (ii) if sent by registered letter: on the date noted on the return receipt; and if sent by telegram, telex, e-mail or facsimile: on the date of sending.
17. No failure on the part of CTMC to exercise, and no delay on its part in exercising, any right or remedy under these Conditions or under any agreement it entered into, will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided for in these Conditions or in any agreement it entered into are cumulative, may be exercised singularly or concurrently, and are not exclusive of any rights or remedies provided by law.
18. Any waiver and any consent by CTMC under these Conditions or under any agreement it entered into must be in writing and may be given subject to any condition thought fit by CTMC. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.
19. If any of the provisions of these Conditions or of any agreement CTMC entered into, is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.
20. These General Terms & Conditions will be reviewed and adapted from time to time. The applicable version will be the one that was in force when offering the services to the client.

Curacao, January 1, 2010