

GENERAL TERMS AND CONDITIONS

MARTINA ACCOUNTANTS B.V. dba PRAXISTEWARD

Version 1.0

Effective Date: 1 June 2026

1. DEFINITIONS

In these General Terms and Conditions:

Praxisteward means Martina Accountants B.V., a private limited liability company incorporated and existing under the laws of Curaçao, doing business under the trade name "Praxisteward".

Client means any natural person, legal entity, group company, partnership, foundation, governmental entity, or other organization that engages Praxisteward for the provision of services.

Engagement means any agreement, engagement letter, proposal, statement of work, quotation, purchase order accepted by Praxisteward, or other contractual arrangement pursuant to which Praxisteward provides Services.

Services means all advisory, consulting, accounting, risk management, governance, compliance, treasury, audit readiness, finance transformation, project management, training, outsourcing, interim management, and related professional services provided by Praxisteward.

Deliverables means reports, analyses, presentations, memoranda, models, recommendations, policies, procedures, training materials, templates, work products, and other outputs produced by Praxisteward.

2. APPLICABILITY

2.1 These General Terms and Conditions apply to all proposals, quotations, engagements, services, and legal relationships between Praxisteward and the Client.

2.2 Any general terms and conditions of the Client are expressly rejected and shall not apply unless explicitly accepted by Praxisteward in writing.

2.3 In the event of any conflict between an Engagement Letter and these General Terms and Conditions, the Engagement Letter shall prevail.

2.4 These General Terms and Conditions also apply to all subsequent engagements between Praxisteward and the Client unless otherwise agreed in writing.

3. ENGAGEMENTS

3.1 All engagements are accepted and performed exclusively by Praxisteward.

3.2 Articles 7:404 and 7:407 paragraph 2 of the Curaçao Civil Code are expressly excluded.

3.3 Praxisteward determines which personnel, consultants, subcontractors, or affiliated professionals perform the Services.

3.4 Praxisteward may engage third parties where necessary for the execution of the Services and shall exercise reasonable care in selecting such third parties.

3.5 The Client acknowledges that professional services constitute obligations of effort and not obligations to achieve a specific result unless expressly agreed otherwise in writing.

4. CLIENT RESPONSIBILITIES

4.1 The Client shall provide complete, accurate, timely, and lawful information necessary for the performance of the Services.

4.2 Praxisteward may rely upon all information, documentation, records, representations, and approvals provided by the Client without independent verification unless expressly agreed otherwise.

4.3 The Client remains solely responsible for:

- a. business decisions;
- b. management decisions;
- c. internal controls;
- d. compliance with laws and regulations;
- e. implementation of recommendations;
- f. operation of its business.

4.4 Delays resulting from incomplete information or lack of cooperation from the Client may result in adjusted timelines and additional fees.

5. FEES AND EXPENSES

5.1 Fees shall be charged on the basis specified in the Engagement Letter.

5.2 Services may be billed:

- hourly;
- daily;
- monthly retainer;
- fixed fee;
- milestone basis;
- value-based arrangements.

5.3 Unless otherwise agreed, fees exclude:

- turnover tax;
- VAT;
- withholding taxes;
- travel expenses;
- accommodation expenses;
- courier costs;
- software licenses;
- third-party costs.

5.4 Praxisteward may adjust hourly rates annually or upon material changes in market conditions.

5.5 Estimates and budgets are non-binding unless explicitly agreed otherwise in writing.

6. INVOICING AND PAYMENT

6.1 Invoices are payable within fifteen (15) calendar days from the invoice date.

6.2 Praxisteward may require advance payments, retainers, or milestone payments.

6.3 Late payments shall bear interest at:

- 1.0% per month; or
- the maximum rate permitted by law,

whichever is lower.

6.4 The Client shall reimburse all reasonable collection costs, including legal fees and collection agency costs.

6.5 Praxisteward may suspend Services until outstanding amounts have been paid in full.

7. CONFIDENTIALITY

7.1 Both parties shall keep confidential all Confidential Information received from the other party.

7.2 Confidential Information includes:

- business information;
- financial information;
- trade secrets;
- methodologies;
- client information;
- reports;
- deliverables;
- proprietary materials.

7.3 Confidential Information may be disclosed:

- a. where required by law;
- b. to professional advisers;
- c. to insurers;
- d. to regulators;
- e. to subcontractors bound by confidentiality obligations.

7.4 The confidentiality obligations survive termination of the Engagement.

8. INTELLECTUAL PROPERTY

8.1 Praxisteward retains ownership of all intellectual property rights relating to:

- methodologies;
- frameworks;
- templates;
- models;
- know-how;
- software;
- tools;
- training materials;
- proprietary content.

8.2 Upon full payment, the Client receives a non-exclusive, non-transferable license to use Deliverables solely for its internal business purposes.

8.3 The Client may not:

- resell Deliverables;
- publish Deliverables;
- sublicense Deliverables;
- modify Deliverables for commercial distribution;

without prior written consent.

9. DATA PROTECTION

9.1 Each party shall comply with applicable data protection and privacy laws.

9.2 Praxisteward may process personal data:

- to perform Services;
- to comply with legal obligations;
- for internal administration;
- for quality management;
- for risk management;
- for client relationship management.

9.3 Additional data processing agreements may be executed where required.

10. PROFESSIONAL JUDGMENT

10.1 Professional opinions, recommendations, forecasts, projections, and assessments reflect Praxisteward's professional judgment based upon information available at the time.

10.2 Future events may differ from assumptions and expectations.

10.3 Praxisteward does not guarantee:

- business outcomes;
- regulatory approvals;
- audit outcomes;
- investment performance;
- cost savings;
- risk elimination.

11. THIRD-PARTY RELIANCE

11.1 Deliverables are intended solely for the Client.

11.2 No third party may rely upon any Deliverable without Praxisteward's prior written consent.

11.3 Praxisteward owes no duty of care to third parties who obtain access to Deliverables.

12. LIMITATION OF LIABILITY

12.1 Praxisteward shall only be liable for direct damages resulting from gross negligence or willful misconduct.

12.2 To the fullest extent permitted by law, Praxisteward's aggregate liability shall be limited to the greater of:

- a. three (3) times the fees paid under the relevant Engagement during the twelve months preceding the event giving rise to the claim; or
- b. the amount paid by Praxisteward's professional liability insurer in respect of the claim.

12.3 Praxisteward shall not be liable for:

- indirect damages;
- consequential damages;
- loss of profits;
- loss of business opportunities;
- reputational damage;
- loss of goodwill;
- punitive damages;
- data loss.

12.4 Any claim must be submitted in writing within one (1) year after the Client became aware or reasonably should have become aware of the circumstances giving rise to the claim.

12.5 Any claim shall lapse absolutely two (2) years after completion of the Services.

13. INDEMNIFICATION

The Client shall indemnify and hold harmless Praxisteward, its directors, officers, employees, consultants, subcontractors, and affiliates from all third-party claims arising from:

- inaccurate information supplied by the Client;
- misuse of Deliverables;
- unlawful acts of the Client;
- Client decisions based on Services provided.

This provision does not apply in cases of willful misconduct by Praxisteward.

14. FORCE MAJEURE

Praxisteward shall not be liable for delays or failures caused by circumstances beyond its reasonable control, including:

- natural disasters;
- cyber incidents;
- telecommunications failures;
- government actions;
- labor disputes;
- pandemics;
- civil unrest.

Performance obligations shall be suspended during the force majeure event.

15. TERMINATION

15.1 Either party may terminate an Engagement by written notice if:

- the other party materially breaches the Engagement;
- insolvency proceedings are commenced;
- continued performance becomes unlawful.

15.2 The Client shall remain liable for fees and expenses incurred up to the termination date.

15.3 Termination shall not affect accrued rights and obligations.

16. NON-SOLICITATION

The Client shall not directly or indirectly solicit, hire, engage, or employ any employee, consultant, or contractor of Praxisteward during the Engagement and for twelve (12) months thereafter without prior written consent.

Where permitted by law, a breach of this provision shall result in liquidated damages equal to twelve (12) months of the individual's gross annual compensation.

17. COMPLAINTS

Praxisteward maintains an internal complaints procedure.

Any complaint regarding Services or invoices must be submitted in writing within thirty (30) days after the relevant event or invoice date.

18. COMPLIANCE AND ETHICS

The Client and Praxisteward shall comply with applicable:

- anti-corruption laws;
- anti-money laundering laws;
- sanctions regulations;
- professional conduct requirements;
- fraud prevention requirements.

Praxisteward may suspend or terminate an Engagement where continued involvement may expose Praxisteward to legal, regulatory, ethical, or reputational risk.

19. GOVERNING LAW AND JURISDICTION

19.1 These General Terms and Conditions, all Engagements, and all legal relationships between Praxisteward and the Client shall be governed exclusively by the laws of Curaçao.

19.2 The parties shall first seek to resolve disputes through good-faith negotiations.

19.3 Any dispute not resolved amicably shall be submitted exclusively to the competent courts of Curaçao.

20. SEVERABILITY

If any provision of these General Terms and Conditions is found to be invalid or unenforceable, the remaining provisions shall remain fully effective.

The invalid provision shall be replaced by a valid provision that most closely reflects the original intent.

21. ENTIRE AGREEMENT

These General Terms and Conditions together with the Engagement Letter constitute the entire agreement between Praxisteward and the Client and supersede all prior proposals, discussions, understandings, and agreements relating to the Services.