



## ARTICLE 1 Scope

In the transactions with the offices of Banco di Caribe (Aruba) N.V. (hereinafter referred to as: the “Bank”) in Aruba, all existing and future legal relationships between the Bank on the one hand and its clients on the other hand shall be subject to the following “General Terms and Conditions”, to the extent that they have not been deviated from in agreements and/or in special conditions.

## ARTICLE 2 Duty of care of the Bank

1. All acts arising from its relations with clients shall be performed by the Bank in accordance with the applicable rules, practices and regulations in force in the place where those acts are performed. If such rules, practices and regulations differ both from each other and from these General Terms and Conditions, the Bank shall be authorized to determine which rule shall be applied first and shall take precedence over the General Terms and Conditions.
2. When providing its services, the Bank shall exercise due care, taking the interests of the client into account to the best of its ability.

## ARTICLE 3 Continuity of the services

The Bank aims to ensure an adequate functioning of facilities for the provision of its services (e.g. equipment, software, systems, infrastructure, networks), but does not guarantee that these facilities will continuously be active and without interruption. The Bank endeavors to avoid interruptions/malfunctions insofar as this lies within its sphere of influence, within reasonable limits, or otherwise to remedy the interruption/malfunction within a reasonable period.

## ARTICLE 4 Duty of care of the client

1. The client shall exercise due care towards the Bank, taking the interests of the Bank into account to the best of his ability. The client shall enable the Bank to comply with its legal and contractual obligations and to perform its services correctly.
2. The client shall only use the services and/or products of the Bank for the purpose for which they are intended. The client may not make improper or unlawful use (or arrange for others to make improper or unlawful use) of the services and/or products of the Bank, including any use that is contrary to (inter)national laws and regulations, conducive to criminal offences or harmful to the Bank or its reputation, or to the integrity of the financial system.

## ARTICLE 5 Representative authority, signature and power of attorney

1. The client shall warrant that he is authorized to act with regard to the monies and all other values held by the Bank in his name.

2. The client shall be liable to the Bank for all damage the Bank may suffer as a result of the non-existence or incomplete existence of any authority to act, which liability shall include indemnifying the Bank against all consequences vis-à-vis third parties resulting from the non-existence or incomplete existence of any authority to act.
3. One or more examples of the handwritten signatures of the client and of the person(s) authorized to access the account or other values held by the Bank, together with, for or on behalf of the client, and to represent the client in the transactions with the Bank shall be provided to the Bank in a manner and/or in a form as determined by the Bank, stating any limitations concerning those authorities. The client may not invoke against the Bank that the signature cards provided or sent to him by the Bank have been filled out incorrectly.
4. If no limitations as referred to in the preceding paragraph have been specified, even if such limitations have been described in detail in articles of incorporation or regulations or in general or special powers of attorney or in other documents, each of the signatures submitted to the Bank shall bind the client in full and for any amount.
5. Unless the Bank has confirmed in writing that it has taken due note thereof, any changes in the authority to act of the client or of those representing the client, or any change, revocation or other lapse of authorities, including authorities arising from powers of attorney, may not be invoked against the Bank.
6. Any entries in the Trade Register, the Marital Property Register or any other public register, or any changes in such entries may not be invoked against the Bank.
7. Retiring partners (or former partners in the event of dissolution) shall remain jointly and severally liable towards the Bank for any claim the Bank might have on the client, whether or not due and payable and either conditionally or unconditionally, until the Bank has confirmed in writing that it has taken note of the retirement (dissolution), on the understanding that the joint and several liability shall continue thereafter for any obligations entered into by the client at a time prior to the notification to the Bank of the retirement or dissolution.
8. In addition to his agent, the client shall be liable towards the Bank for all damage the Bank may suffer as a result of acts of those who represent him towards the Bank.
9. The General Terms and Conditions and all other provisions, rules and limitations applicable between the client and the Bank shall equally apply to the representative in connection with the performance of his representative duties.

## ARTICLE 6 Client information

The client and his representatives are obligated to cooperate fully with the Bank and to provide information in order to establish and verify inter alia their identity, citizen service number, date of birth, civil status, contact details, legal capacity and authority to act, marital or partnership property system, legal form, place of

residence and/or place of business (under the articles of incorporation), information about the professional practice, information about the creditworthiness of the client, information about the source of the assets of the client and, if applicable, their registration number of the Trade Register and/or other registers and their tax identification number. Any changes to this information shall be communicated by the client to the Bank as soon as possible. The Bank may make copies of documents containing this information and register and retain the information with due observance of the provisions of Article 8. If the client is a legal entity or a joint venture, the client and its representatives are also obligated to provide insight into the ownership and control structure of the legal entity or joint venture immediately on request of the Bank.

#### **ARTICLE 7      Name and address of the client**

1. The client is obligated to inform the Bank in writing of the physical address and the email address to which all documents and/or information intended for the client can be sent. The Bank shall immediately be notified in writing of any changes in the name and address. At the request of the Bank, the client is obligated to provide information by means of which the Bank can verify the address.
2. The Bank shall be authorized to consider the last address known to it as the domicile chosen by the client for everything relating to his/her relationship with the Bank and to which address all documents and/or information and processes intended for him/her can therefore be delivered or issued.
3. The client who does not have an address known to the Bank shall be deemed to have chosen domicile at the head office of the Bank in Aruba.
4. All documents and/or information sent by the Bank to the addresses mentioned in the preceding three paragraphs shall be deemed to have been received by the client.

#### **ARTICLE 8      Registration and processing of client information**

1. With due observance of the applicable laws and regulations and the codes of conduct binding on the Bank, the Bank may collect, store, process and/or use personal information of the client and his representatives, as well as information relating to products and services purchased by the client, in the following cases:
  - a.) if the Bank is legally obligated to do so;
  - b.) in the context of concluding or executing an agreement;
  - b.) if the Bank or a third party has a legitimate interest;
  - c.) if consent is given by the client or his representative.
2. If the Bank forms a group with other legal entities, the information may be exchanged and processed within this group for the purposes of managing the relationship with the client, preventing and fighting crime and for commercial purposes.
3. By entering into a client relationship with the Bank or by expressing the intention to enter into a client relationship or by requesting information about the Bank and its services, the client authorizes the Bank to process his/her information in accordance with these General Terms and Conditions.

#### **ARTICLE 9      Information to third parties**

1. The Bank shall not be accountable to anyone as regards, or provide information about an account opened with it other than to the person in whose name the account has been opened, except in the cases provided for by law, with the exception of the exchange of information customary within the Bank and to its affiliated companies and with the exception of notifications to third parties as indicated below.
2. If, at any time, the client has an unauthorized debit balance with the Bank, irrespective of how, in whatever form and under whatever name, and/or in case of arrears of payment(s) on credit facilities - in whatever form or under whatever name, including, but not limited to loans, mortgage loans, credit card facilities, current account credit facilities or bridging facilities - and this debit balance and/or these arrears or any other debt to the Bank is/are not settled within the period set by the Bank, the Bank shall be entitled, at its own discretion, to provide information about the client, in accordance with the law and for determining the payment history and creditworthiness of the client, for the collection of claims or any other such purpose, to third parties, including, but not limited to other credit (assessment) institutions, collection agencies, process servers or, at the discretion of the Bank, to any holder of a register of nonpayers.
3. Personal data of the client and his representatives may also be exchanged with third parties engaged by the Bank in its business operations, for the provision of its services or for investigations by competent authorities. In the context of payment transactions, this may inter alia involve transfer to third parties in countries that do not have the same level of protection as Aruba. Both during and after processing, personal data may be subject to investigation by competent national authorities of countries where such data are located in connection with the processing process.
4. The Bank shall only provide client information to third parties to the extent that, in the opinion of the Bank, this is reasonably necessary for the purpose of processing client information.

#### **ARTICLE 10      Image and sound recordings**

1. Within the limits of the applicable laws and regulations, the Bank may make (image and sound) recordings for purposes such as sound business operations, producing evidence, fighting crime and quality control.
2. If the client requires compliance by the Bank with an obligation to deliver a copy or transcription of a recording, the client shall first provide the relevant specifications, such as the relevant date, time and location. Any costs involved in the delivery shall be payable by the client.

#### **ARTICLE 11      Accounts in the name of several persons with power of disposition**

1. With regard to joint accounts opened in the name of two or more persons, each of the persons shall be authorized to dispose of the account entirely independently. All acts, instructions, transfers or debit entries made by one or more account holders to the debit of those accounts shall be binding on all persons entitled to the account, and all such persons shall be jointly and severally liable towards the Bank for the whole, unless and insofar as expressly agreed otherwise with the Bank in writing.
2. If an account, including a joint account, is opened in the name of a company other than a corporation, each partner

shall be fully entitled to dispose of the account with the Bank, even if his authority or liability is limited by means of a corporate contract, and all partners shall be jointly and severally liable towards the Bank for the acts performed by one or more of them, and any limitation as referred to above shall not apply vis-à-vis the Bank, unless and insofar as expressly agreed otherwise with the Bank in writing.

3. If an account is opened in the name of a committee or another group of persons forming an association, which is not a legal entity, those who are entitled to dispose of the account according to the signature card shall be jointly and severally liable for the whole. With the written consent of the Bank, they may have themselves replaced by others but shall in that case remain liable for any obligations towards the Bank that may exist at the time of their replacement.

#### **ARTICLE 12 Client with multiple accounts**

1. The headings of the accounts shall be in accordance with the wishes expressed by the client in this respect, unless the Bank objects to this. The Bank shall be authorized, after notifying the client, to divide his account into several accounts with headings to be determined by the Bank, if the Bank deems so desirable.
2. If the client holds more than one cash account with the Bank, these accounts shall be treated as if they were held by different persons, except for the authority of the Bank to consider them as one account at its discretion - regardless of the currency in which and the conditions under which they are held - and to set off the balances against each other. In such cases, setoff shall take place at the value on the day of setoff.

#### **ARTICLE 13 Accounts in foreign currency**

With regard to accounts in foreign currency showing a debit balance, any exchange rate loss shall be for the account of the client in such manner that, in the event of a decrease in the selling rate of the currency in question set by the Central Bank of Aruba, the Bank shall be authorized at any time desired by it to charge the client's account with the exchange rate loss arisen as a result of this decrease.

#### **ARTICLE 14 Securities and equity instruments**

1. Securities and other values of the client held by third parties on behalf of the client and in the name of the Bank shall remain there for the account and risk of the client. The Bank shall always be entitled to give such third party/parties instructions to make those values available to the client, or to transfer the corresponding rights of the Bank towards them to the client, so that the Bank can comply with its obligation to surrender these values to the client.
2. The securities and other values deposited with third parties on behalf of the client and in the name of the Bank shall form part of the total values deposited with those third parties in the general account of the Bank. The client shall bear all risks thereof on a proportional and pro rata basis.
3. Stock exchange orders shall be numbered consecutively by the Bank. Before the Bank can execute a share option order, the client shall first have signed an option agreement.
4. Unless it has been expressly agreed in writing that this will be done, the Bank shall not be accountable to clients for numbers of securities, with the exception of those that may be redeemed by lot.

5. The Bank shall be authorized to carry out all instructions for the purchase and sale of foreign values, securities, coupons, commercial paper, as well as for the deposit or withdrawal of funds against collateral of securities at its discretion, either with itself or with third parties as counterparty.
6. The Bank shall not be liable for any defects concerning equity instruments held or to be held by the Bank on behalf of the client, or for the accuracy of the information contained therein.

#### **ARTICLE 15 Use of the internet and other means of communication**

1. In transactions with the Bank, the client is obligated to carefully and securely use the internet, fax, email, mail or other means of communication.
2. The client shall bear the risk of misunderstandings, mutilations, delays or improper transmission of instructions and communications when using mail, telephone, telegraph, telex or any other means of communication in the transactions between clients and the Bank, as well as between the Bank and third parties, insofar as related to the relationship of the client.
3. Without prejudice to the foregoing, the Bank shall reserve the right not to carry out instructions received by it, which it considers to be unclear, until it has received a confirmation or clarification thereof. The Bank shall be free to choose the means of communication to be used by it.
4. All consignments to or by the Bank from or to the client or third parties on behalf of the client shall take place at the expense and risk of the client.
5. The Bank shall not be liable for any damage suffered by clients on account of their inability to comply with their payment obligations to third parties as a result of the failure of the internet and computer system of the Bank due to cyberattacks from outside.

#### **ARTICLE 16 Engaging third parties**

1. When carrying out instructions from the client and in the execution of other agreements with the client, the Bank shall be authorized to use the services of third parties and to give goods and/or equity instruments of the client in the name of the Bank into the custody of third parties.
2. When carrying out instructions from the client, the Bank shall be authorized to use the mediation services of third parties for the account and risk of the client, and it shall also be authorized to give securities and other values of the client in the name of the Bank into the custody of a third party for the benefit of the client.
3. The Bank shall also be authorized to provide coverage to these third parties for the account and risk of the client.
4. The Bank shall exercise due care when selecting such third parties. Unless the Bank has acted manifestly negligently in its selection, the Bank shall not be liable for any shortcomings on the part of such third parties. If the client has suffered damage in that case, the Bank shall in any case assist him as much as possible in his attempts to undo this damage, or to limit the damage.
5. For giving securities and equity instruments of its clients into custody, the Bank shall use the services of N.V. Trustmaatschappij of Banco di Caribe.

#### ARTICLE 17 Conditional credit entries

1. Each credit entry of an amount received or to be received in favor of the client shall be subject to the condition that the Bank actually, definitively and unconditionally receives this amount. If this condition has not been complied with, the Bank may reverse the credit entry - without prior notice - by debiting the same amount with retroactive effect.
2. If the client has been credited in guilder account for foreign currency paper that remains unpaid, the Bank shall furthermore be authorized to debit the guilder account of the client with the equivalent of this foreign currency in accordance with the current selling rate in Aruba, depending on the law applicable to the relationship with the client in Aruba, without prejudice to the authority of the Bank to exercise its right of recourse.
3. The costs incurred in connection with the reversal shall be payable by the client.

#### ARTICLE 18 Retention and confidentiality obligation of the client

1. The client shall carefully retain and treat the resources provided or sent to him by the Bank, such as forms, information carriers, communications and security equipment, cards, PIN and access codes and passwords. The client shall carefully handle personal PIN and access codes and the like and keep them secret from other persons. The client shall comply with the security regulations issued by the Bank.
2. The client is obligated to immediately notify the Bank in writing after the loss or theft of one or more of the resources made available to the client by or on behalf of the Bank or any other irregularity comes to his knowledge.
3. After receipt of such a notification, the Bank shall endeavor to prevent damage to the client as much as possible. However, the Bank shall not accept any responsibility for instructions carried out based on lost or stolen or falsified or falsely prepared resources or based on wrongful use of the resources.
4. If the relationship ends, the client is obligated to return the unused resources to the Bank as soon as possible.

#### ARTICLE 19 Commissions, interest, license fees and other costs

1. All costs incurred by the Bank in connection with the relationship with the client, such as commissions, interest, postage charges, stamp duty, telegram, telephone, telex and representation costs, costs in case of (intended) execution sale, appraisals deemed necessary, legal costs and costs of legal assistance, including amounts not awarded by the court estimated at 15% of the claim, shall be payable by the client, with the exception of legal costs and the costs of legal assistance if the Bank, as the unsuccessful party, is ordered to pay the costs.
2. The costs referred to in the preceding paragraph, as well as the interest amounts owed by the client to the Bank shall be charged to the client by the Bank at times considered convenient by it.
3. When carrying out instructions and transactions of the client for which the Bank owes license fees and/or levies and/or other costs to third parties, including the Central Bank of Aruba, these shall be passed on to the client.

4. The percentage of the interest owed to or to be paid by the client shall be determined by the Bank and may be changed by the Bank from time to time.
5. In providing its services, the Bank shall inform the client as much as reasonably possible about the amount of its rates (commissions, interest and other costs). The Bank shall ensure that information about this is easily available.
6. The Bank may debit an account of the client with the Bank with the commissions, interest and other costs owed by the client to the Bank, without giving the client prior notice. If the account shows an unauthorized debit balance as a result of the debit entry, the client shall immediately settle this debit balance without any notice of default by the Bank being required.

#### ARTICLE 20 Evidentiary value and retention period bank records

With regard to any amount owed to the Bank by the client or any amount to be claimed from the Bank by the client at any time, a signed extract from the records of the Bank shall serve as full proof, subject to proof to the contrary provided by the client. The Bank is not obligated to retain its records longer than the statutory retention periods.

#### ARTICLE 21 Verification of data provided and instructions carried out by the Bank

1. The client is obligated to verify the confirmations, account statements, balance statements, fund statements, coupons, statements of changes in funds and other values or other data of the Bank, sent or made available to him by the Bank, as soon as possible after receipt. If the Bank makes such messages available to the client electronically, the client shall verify the data as soon as possible after they have been made available to him. The date on which the data were sent or made available shall be deemed to be the date on which the data were sent or made available as evidenced by copies, mailing lists or the records of the Bank.
2. The client shall verify as soon as possible whether the Bank has carried out instructions given by or on behalf of the client correctly and completely. If the client does not receive a message from the Bank, while he knows or should know that he can expect a message from the Bank, he shall inform the Bank thereof in writing as soon as possible.
3. If the client discovers an inaccuracy or incompleteness, the client shall immediately inform the Bank thereof in writing and take all reasonable measures to prevent any (further) damage and/or to cooperate in the correction of the error made. If the Bank finds that it has made a mistake or an error, it shall correct it as soon as possible. The Bank shall inform the client of the error or mistake found as soon as possible.
4. The Bank shall be authorized to correct an error or mistake without the consent of the client and to reverse an incorrect entry. The Bank shall be authorized to reverse a credit entry of an account of the client following an instruction given by a person without power of disposition or a legally incompetent person.
5. If the client requests a copy of data already provided to him by the Bank, the Bank shall provide this to the client within a reasonable period and against payment of reasonable costs to be incurred by the Bank, unless the Bank no longer has the data, or the Bank has reasonable grounds not to comply with the request.



## ARTICLE 22 Approval bank documents

If the content of the confirmations, account statements, invoices, other statements or other data sent or made available to the client by or on behalf of the Bank is not disputed by the client in writing within thirty days after such data have been made available to the client by or on behalf of the Bank or can reasonably be deemed to have been received by the client, the content of such data shall in any case be deemed to have been approved by the client, and the client can therefore no longer hold the Bank liable for the consequences of incorrect entries.

## ARTICLE 23 Right of pledge

1. The client shall undertake to pledge to the Bank all goods that the Bank or a third party on behalf of the Bank retains or acquires for or from the client, for whatever reason, or that are owed or may be owed to the client, for any claim the Bank has or may have on the client, for whatever reason, whether or not due and payable and either conditionally or unconditionally. Only goods exclusively deposited with the Bank for special purposes, such as conversion, reduction in the nominal value, transfer, receipt of dividend, interest, coupon sheets or dividend coupons, shall be excluded from this.
2. The client shall irrevocably authorize the Bank, with the right of substitution, to pledge these goods on behalf of the client, possibly repeatedly, to the Bank itself and to do everything that is useful for the pledge and to exercise all rights related to the pledged goods, including the right to collect claims, without accepting, however, any responsibility for the timely execution thereof.
3. The Bank shall be authorized to grant another pledge on the goods pledged to it.
4. The client shall guarantee that he is authorized to pledge, and that the goods in question are (will be) free of rights and claims from parties other than the Bank.
5. The Bank shall release the pledged goods, if the client wants to dispose of them, if the value of the subsequently remaining pledged goods provides sufficient security for all claims the Bank has or may have on the client for whatever reason.
6. The Bank may only proceed to levying execution against the pledged goods, if it has a due and payable claim on the client, and the client fails to pay same.
7. The Bank shall not levy execution against the pledged goods for more than is necessary to pay the debt of the client. After the Bank has exercised its power of execution, it shall inform the client thereof in writing as soon as possible.

## ARTICLE 24 Immediately due and payable

1. All amounts owed by the client to the Bank, for whatever reason, shall always be immediately due and payable, unless expressly agreed otherwise in writing, or unless any statutory provision prescribes a certain period to be observed.
2. Likewise, any credit shall become immediately due and payable, even if a repayment or notice period has been agreed or a specific maturity date has been set, in the following cases:
  - a.) if the client does not comply with the conditions under which the credit has been granted;
  - b.) if the client is declared bankrupt or applies for a moratorium;
  - c.) if the assets or funds of the client are attached;

- d.) if the client is a legal entity, in the event of liquidation or dissolution, and if the client is a natural person, in the event of his death or being placed under conservatorship;
  - e.) if any of the circumstances mentioned in subparagraphs b, c and d occurs with regard to a surety of the client;
  - f.) if it appears that the client has provided the Bank with incorrect information in order to obtain or extend any credit.
3. Immediately on request of the Bank, the client is obligated to comply with the request of the Bank for payment of all or part of the amount due, as may be demanded by the Bank.
  4. Immediately on request of the Bank and to the satisfaction of the Bank, the client is also obligated to provide security or to supplement security already provided in the form and up to the amount desired by the Bank. This security shall always be such, and, if necessary, be replaced and/or supplemented by the client to the satisfaction of the Bank, that, having regard to the risk profile of the client, the collateral value of the security and any other factors relevant to the Bank, the Bank has and will have sufficient security at all times. At the request of the client, the Bank shall inform the client of the reason for the provision of such security, or the replacement or supplement thereof. The amount of the security requested shall be in reasonable proportion to the obligations of the client.
  5. If the client does not comply with this request, or if the client does not comply with his obligations towards the Bank in any other way, for whatever reason, the Bank shall be entitled, at its discretion, to provide all securities or part thereof at the time and in the manner deemed desirable by it, without any prior summons or notice of default, in order to recover from the proceeds the interest and costs owed to the Bank.

## ARTICLE 25 Setoff

1. The Bank may always set off any claims it has on the client, whether or not due and payable and either conditionally or unconditionally, against counterclaims of the client on the Bank, whether or not due and payable, regardless of the currency in which the claims and counterclaims are denominated.
2. If the claim of the Bank on the client or the claim of the client on the Bank is not yet due and payable, the Bank shall not exercise its right of setoff - if the claim of the Bank and the counterclaim of the client are denominated in the same currency - unless the counterclaim is attached or recourse is sought in respect thereof, a limited right is established on it, the client transfers his counterclaim by particular title, the client is declared bankrupt or is granted a moratorium, or another insolvency scheme or a statutory debt adjustment arrangement is declared applicable to the client.
3. Claims in foreign currency shall be set off at the exchange rate on the day of setoff.
4. If possible, the Bank shall inform the client thereof prior to setoff.

## ARTICLE 26 Termination of the relationship

Both the client and the Bank shall be authorized at all times to terminate all or part of the relationship in writing. No notice periods shall have to be observed, unless expressly agreed otherwise in writing, or if the nature of the transaction entails that notice shall be given.

The position shall then be settled as soon as possible. During the settlement, these General Banking Terms and Conditions and the specific conditions applicable to the individual agreements shall continue to apply.

#### **ARTICLE 27    Death of the client**

1. The Bank shall be notified in writing of the death of the client as soon as possible. As long as the Bank has not been notified in this manner of the death of the client, it may (continue to) carry out instructions given by or on behalf of the client. The Bank may validly (continue to) carry out instructions given to it before or shortly after the Bank has been notified of the death of a client, if it cannot reasonably prevent such instructions from being carried out.
2. Following the death of a client, all balances on the account(s) in the name of the deceased client and any joint account holder with the Bank shall temporarily be blocked, until the Bank has determined who is entitled to the balance on the account(s).
3. Following the death of the client, the Bank may require that the person(s) who claim(s) to be entitled to the balance of the account(s) of the client and any joint account holder, as well as anything else that the Bank may retain for that client, issue(s) a certificate of inheritance in evidence thereof and/or submit(s) other documents deemed acceptable by the Bank to the Bank.
4. The Bank is not obligated to provide further information about acts and transactions performed before the moment of death of the client.

#### **ARTICLE 28    Force majeure**

The Bank shall not be liable for the consequences of force majeure, in any case including decisions and measures adopted by the authorities, international conflicts, violent or armed actions, or a serious threat of such actions, industrial action, including among its own staff, disruptions in companies whose services are used, lock-outs and boycotts, irrespective of the cause of these circumstances.

#### **ARTICLE 29    Partial nullity or voidability**

If a provision of these General Banking Terms and Conditions is null and void or voidable, this shall not mean that another provision of these General Banking Terms and Conditions is (partially) null and void or voidable. If a provision of these General Banking Terms and Conditions is null and void or voidable, it shall be replaced by a valid provision that most closely approaches the scope of the null and void or voidable provision.

#### **ARTICLE 30 A    Applicable law**

The relationship between the client and the Bank in Aruba shall be governed by the laws of Aruba.

#### **ARTICLE 31    Complaints and disputes**

1. If the client is not satisfied with the services provided by the Bank, he shall first contact the Bank with due observance of the relevant procedure applicable at the Bank.
2. Disputes between the client and the Bank in Aruba shall be settled by the competent court in accordance with the laws of Aruba, unless otherwise agreed in writing.

#### **ARTICLE 32    Deviation from the General Terms and Conditions**

An agreed deviation from these General Terms and Conditions may only be invoked, if such a deviation has been recorded in writing between the Bank and the client.

#### **ARTICLE 33    Notification and provision of the General Terms and Conditions**

1. The text of these General Terms and Conditions and any modifications thereof introduced by the Bank shall always be available for inspection at the offices of the Bank and can also be found on the website of the Bank: [www.bancodica-ribe.com](http://www.bancodica-ribe.com), link Aruba.
2. Furthermore, the Bank shall always be prepared to send a copy of the applicable text to the client at his request. Any modifications that may be introduced by the Bank to these General Terms and Conditions shall be deemed to have been accepted by the client, unless he has informed the Bank of his objections to them within four weeks after having been informed of the modifications.
3. Modifications of and supplements to these General Terms and Conditions shall also bind the client in his relations with the Bank in Aruba one month after they have been filed by the Bank with the Registrar of the Court, location Aruba, and/or the Chamber of Commerce and Industry in Aruba.
4. These (revised) General Terms and Conditions shall enter into force on November 1, 2018.

#### **Article 34    Dutch text decisive**

In case of a dispute concerning the interpretation of the provisions of these General Terms and Conditions or of the provisions of agreements to which these General Terms and Conditions apply, the Dutch text shall be decisive.