



Article 1: Applicability

All relations, including future ones, between our banking institution (the “**Bank**”) on Curaçao and its clients (each a “**client**”) are subject to these general terms and conditions (the “**General Conditions**”), unless and only to the extent deviated therefrom in specific terms and conditions agreed between the Bank and its client. Where similar subjects are covered by such specific terms and conditions and these General Conditions, the latter shall supplement the first. In case of an actual conflict between clauses from the two, the specific terms and conditions shall prevail, unless the relevant clause therein is or becomes void.

Article 2: Application of existing rules, practices and regulations

In all dealings resulting from its relations to clients, the Bank acts in accordance with the existing provisions, customs and regulations in respect thereto at the time and place of those dealings. If the provisions, customs and regulations referred to above should differ among themselves, the Bank is entitled to decide which rule takes precedence on application.

Article 4: Contractual capacity and representative authority

The client guarantees for his authority to act with regard to the moneys and all other properties deposited at the Bank in his name. The client is held liable against the Bank for all damages which the Bank should sustain as a result of any non-existing or not fully existing authority to act, which liability includes the duty of holding the Bank indemnified against all effects as against third parties resulting from any such non-existing or not fully existing authority to act. The Bank must be provided in writing with one or more specimen signatures of the client and of the person or persons who are authorized to dispose, together with, for or on behalf of the client, of the account or other properties held by the Bank and to represent the client in dealings with the Bank while stating the restrictions of such authorization,

if any. The client shall not appeal towards the Bank to the effect that the signature cards handed or forwarded to him have been filled up incorrectly. The client is, alongside his agent, liable against the Bank for all damages which the Bank should sustain as a result of acts done by those who represent him to the Bank.

Article 5: Limitations in authority

If no restrictions as referred to in article 2 have been stated, each of the signatures assigned to the Bank shall bind the client in full and for any amount, even if the aforementioned authorization should specifically be defined in Articles of Association or regulations, powers of attorney or in other documents. Unless confirmed in writing by the Bank that it has taken due notice of same no appeal can be made towards the Bank to modifications as to the authority of the client or of those who represent the client as well as alterations or revocations of any power, or for whatever other reason such power may cease to exist including those under powers of attorney. Neither can an application be made towards the Bank to entries or registrations in the Trade Register, in the Records of Matrimonial property or in other public records, or to alterations in these entries. Retiring partners or ex partners in the event of dissolution remain severally liable against the Bank for any amount or amounts the client will be indebted to the Bank whether or not claimable or conditional, at the moment that the Bank has confirmed in writing that it has taken notice of the retirement (dissolution); also thereafter this several liability shall continue to exist regarding obligations of the client undertaken before such notification of retirement or dissolution has been made to the Bank.

Article 6: Secrecy

In respect of an account opened with it, the Bank shall not be accountable to any party, nor shall it be obligated to disclose any information to any party, other than the one to whose name the account has been opened, save for the cases where disclosure is mandated by law. Nevertheless, the Bank shall be authorized to disclose such information, provided the Bank applies reasonable care, inter alia in connection with the usual exchange of information as in effect within the Bank and enterprises affiliated with it, to its accountants, attorneys and other professional service providers such as but not limited to correspondent banks, to any competent court and to a credit registration body as mentioned below. The Bank shall be entitled to, without notice to the client, provide all information required to be provided by it to governmental authorities on the basis of applicable laws or regulations.

If at any time an unauthorized overdraft to the debit of the client should be created with the Bank – regardless of the manner, form or under which name whatsoever – and/or arrears are created in payment(s) on credit facilities or loans in any form or under any name



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whatsoever, and such overdraft or arrears, as the case may be, or any other debt owed to the Bank is not settled within the period laid down by the Bank, the Bank will be entitled, at the Bank's discretion, to report the client to the credit registration company Caribbean Credit Bureau or, in the discretion of the Bank, to any other credit registration body.

SWIFT

Payment orders are transmitted via the Society for Worldwide Interbank Financial Telecommunication (SWIFT) secure network. Such payment orders contain data personal to both the sender and recipient. To ensure the security of its financial message network and continuity of service, SWIFT has established two operating centres to host data - one in Europe, the other in the United States of America ("USA"). Payment orders are duplicated and kept in these two centres. Following the 11 September attacks, the USA authorities (the Treasury Department) subpoenaed SWIFT for access to information contained in messages stored in the USA for anti-terrorism purposes. SWIFT is therefore liable to provide or grant access to processed data to approved USA authorities under USA counterterrorism and anti-criminality regulations. To ensure protection of the personal data of European citizens, measures have been taken both politically and by SWIFT.

Firstly, protection of payment order sender and recipient data in the USA is guaranteed by compliance with the "Safe Harbor" principles, subscribed by the company processing the data in the USA and whose compliance requires it to protect the data. To ensure transparency and honesty of processing of the data used, SWIFT has adopted a personal data protection policy, available at www.fbf.fr, guaranteeing the conditions in which data is processed. This information will also be sent to you by your Bank on request. Secondly, under a political agreement, the European and USA authorities have organized the terms for access by the USA authorities to data concerning European citizens.

Article 7: Joint account

With regard to accounts opened in the name of two or more persons, all that one or more of them perform with regard to those accounts shall be binding upon all of them and all of them shall be severally and wholly liable against the Bank, unless and insofar specifically agreed upon otherwise with the Bank in writing.

Article 8: Partnership

In the event that an account has been opened in the name of a partnership, not being a limited liability Company (Corporation), each partner shall be fully entitled to dispose of the account, even if his capacity or liability, as the case may be, should be restricted by partnership contract, and all the partners shall be severally liable for the transactions made by one or more of them with the Bank, while a possible restriction as referred to above shall not be applicable against the Bank, unless and insofar specifically agreed otherwise in writing with the Bank.

Article 9: Committee – Group of Persons

In the event that an account has been opened in the name of a committee or another body of persons forming an association which has no corporate personality, those who may dispose of the account according to the signature card shall be severally bound for the whole. They may be replaced by others with the Bank's written approval, but in that case they remain liable against the Bank for the commitments existing at the time of their replacement.

Article 10: Right of Set off

The headings of the accounts are determined in conformity with the wishes expressed in respect thereto by the client unless the Bank raises objections to same. The Bank is entitled, while notice be given to the client to split his account into different accounts with headings to be determined by the Bank if it deems so desirable. The Bank shall have a right of set-off unless specifically otherwise agreed in writing. If the client keeps more than one account with the Bank, these accounts shall be dealt with as if they were concerning different persons, without prejudice to the right 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 kept – and to set-off the balances thereof against each other. In case of set-off of balances in these cases in different currencies the set-off is effected at the exchange rate applied by the Bank on the day of that set-off. If possible the Bank shall notify the client on forehand of an intention to set-off. If the claim of the Bank is not yet due and payable, the Bank shall – provided that the claim of the Bank and the counterclaim of the client are expressed in the same currency - not exercise the right of set-off unless an attachment has been made on the Bank's debt towards



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the client or recourse is being sought thereupon in a different manner, if a pledge or other right in rem is created thereon or in case the client assigns or transfers the claim under any title.

Article 11: Foreign Currencies

With regard to accounts in foreign currency having a debit-balance the client bears the losses on exchange, if any, to the effect that in the event of a decrease of the selling rate of the currency concerned, as fixed by the Central Bank of Curaçao and Sint Maarten, the Bank is authorized to charge the account of the client - at such time as the Bank may deem convenient - with the loss on exchange that has resulted from this decrease.

Article 12: Security and Liability

Securities and other personal properties of the client held by third parties in the name of the Bank and on behalf of the client remain there for account and at the risk of the client. The Bank has the right at all times, in order to comply with its obligation to deliver these properties to the client, to merely instruct the third party to place these properties at the disposal of the client or to assign its own rights concerned as against the third party to the client. The securities and other personal properties deposited with third parties on behalf of the client in the name of the Bank form part of the properties deposited in the aggregate on the general account of the Bank with those third parties; the client shares proportionally and for each class of funds in all risks attached to same. For all the securities held by the Bank for the client, the Bank shall take charge of the administration of such securities and all activities pertaining thereto. Such activities shall include the collection of interest, dividend and other payments, exercising and realizing claim rights, obtaining new dividend or coupon sheets, performing conversion acts and depositing securities for meetings. If the securities have been deposited with third parties, such third parties shall be charged with such activities, notwithstanding the obligation of the Bank to pay to the client any monies received from such third parties by virtue of interest, dividend or other payments.

Article 13: Sale & Purchase Securities

Orders for the sale or purchase of securities are continuously held by the Bank. The Bank shall not carry out orders concerning stock-options before the client has signed an option agreement.

Article 14: Administration of Securities

For all the securities held by the Bank for the client, the Bank shall take charge of the administration of such securities and all activities pertaining thereto. Such activities shall include the collection of interest, dividend and other payments, exercising and realizing claim rights, obtaining new dividend or coupon sheets, performing conversion acts and depositing securities for meetings. If the securities have been deposited with third parties, such third parties shall be charged with such activities, notwithstanding the obligation of the Bank to pay to the client any monies received from such third parties by virtue of interest, dividend or other payments. Unless it has been specifically agreed upon in writing to the contrary the Bank will not register numbers of securities with the exception of those that are redeemable by lot.

Article 15: Communications

The risk of misunderstanding, mutilations, delays or improper transit and transmission of orders and communications by post, telephone, telegraph, email or any means of communication whatever in the intercourse and dealings between clients and the Bank as well as between the Bank and third parties insofar concerning the relations with the client, remains upon the client. Without prejudice to the above, the Bank reserves the right not to carry out any orders which it deems unclear until it has received a confirmation or elucidation of same. The Bank is free to choose the means of communication to be used. All dispatches to or by the Bank from or to the client or third parties on behalf of the client are effected for account and at the risk of the client.

Article 16: Bank Cards – Checks

A bank card allowing withdrawals and/or payments may be issued to the client after approval by the Bank. The Bank may require the client to enter into a specific agreement relating to the operation, use and withdrawal of such card.



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Checks may be issued by the Bank to a client who has not been prohibited from writing checks by a bank or by the courts. The Bank may decline to issue checks for its own reasons or for no reason, or refuse to further issue checks if it states its reasons and these are justified. The present agreement does not automatically involve the provision of a check book – this must be the subject of a specific agreement with the bank. If the Bank agrees to issue checks to the client as soon as the account is opened, this agreement would be mentioned in the specific terms and conditions.

Checks are made available to the client at the Bank's offices or are sent to him/her by ordinary mail or, at his/her request, by registered mail with acknowledgement of receipt. Checks should be kept with the greatest care, and any loss, theft or fraudulent use made of them must be notified to the Bank immediately and confirmed by written opposition. Should the client fail to do so, he would have to bear the consequences of the loss, theft or fraudulent use made of the checks, or of their falsification. The Bank may at any time claim the return of unused checks. They should be returned on the termination of the relationship with the Bank even if they are not specifically claimed.

Cashier or certified checks to the order of determined beneficiaries may be drawn up at the rate in force at the client's request, subject to the corresponding funds being available at a bank account which the client holds with the Bank and such funds being directly blocked.

The Bank settles checks that are properly drawn on its resources and for which sufficient funds exist on the relevant check account. The client is responsible for any errors in a discrepancy between writing the amount of the check in words and in figures, and will be liable for any damage caused to the bank or a third party (and will indemnify and hold the Bank harmless against any claims of a third party) in case the relevant check account of the client does not contain sufficient funds to cover the check. In such an event the Bank has the right to prohibit the client to write any further checks, to refuse any further checks written by the client and/or to inform the judicial authorities.

Checks are only credited to the check account subject to their effective cashing; in consequence, the Bank may write back any operations for which effective cashing has not been obtained or in the case of the late return of unpaid amounts; moreover, the Bank may refrain from crediting checks submitted for cashing until they have actually been paid.

Article 17: Imperfections in valuable papers

The Bank is not liable for imperfections or defects in valuable papers which are in its custody or will be received in custody neither for the client nor for the correctness of its contents.

Article 18: Services of Third Parties

The Bank shall be entitled to use the services of third parties in executing orders of the client and in performing other agreements with the client and also to place securities, goods and/or documents of title of the client in the custody of third parties in the name of the Bank. The Bank is furthermore entitled to provide these third parties with funds for account of and at the risk of the client. The Bank shall not be liable for shortcomings of such third parties, as long as it has exercised due care in selecting them.

Article 19: Bank acting as counterpart

The Bank is entitled to execute all orders for purchase and sale of foreign currency, securities, coupons, commercial documents and also for lending and borrowing moneys against deposit of securities as collateral at its option either with itself or with third parties as party on the other side.

Article 20: Credit Entries

Every credit entry is effected subject to the reserve that if the Bank has to receive any consideration in this respect from or for account of the client, this consideration shall be made properly and in due time, in default of which the Bank shall be entitled to reverse the entry in whole or in part, if the client has been credited on a US Dollar account with regard to documents in foreign



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currency that remain unpaid in the Bank is then moreover entitled to debit the US Dollar account of the client again, such debit entry being made at the equivalent of this foreign currency according to the selling price quoted at that time in Curacao, without prejudice to the right of the Bank to make use of its right of recourse.

Article 21: Use of Forms

The Bank has the right to demand from the client to use for all dealings with it the forms adopted or approved by the Bank according to the indications given by the Bank for that purpose. The forms handed or forwarded by the Bank to the client must be kept carefully by him; he is bound immediately after he has acquired knowledge of any loss or misappropriation of one or more of these forms or of any other irregularity to notify the Bank in writing. On receipt of such a notice the Bank will try to prevent, as far as possible, injury to the client. The Bank does not accept any responsibility, however, for the execution of orders on the ground of a form which is lost or misappropriated, forged or drawn up falsely. The client is bound if the relationship comes to an end to return the unused forms as soon as possible to the Bank.

Article 22: Costs – Expenses – Legal fees

All expenses incurred by the Bank on account of the relationship with the client, such as postage expenses, stamp duty, telegraph-, telephone-, email charges, representation expenses and fees for appraisal reports, if the Bank deems it necessary to have such reports made, also in the event of (intended) eviction, as well as legal fees for legal assistance, including amounts not awarded by the judge estimate at 15% of the claim, are to the debit of the client, with the exception of legal fees and coats for legal assistance in case the Bank as unsuccessful party is condemned to pay the coats. These expenses and charges and also the amounts of interest due to the Bank shall be charged to the client's account at such time or times as the Bank may deem convenient. The percentage of the interest which the client is due to the Bank or that which is payable to the Bank to the client is determined by the Bank and can be changed from time to time by the Bank. The aforementioned costs and expenses as well as the interest amounts due to the Bank shall be charged to the client's account or otherwise paid by the client at such time or times as the Bank may deem convenient. The percentage of the interest which the client is due to the Bank or which is payable by the Bank to the client is determined and can be changed from time to time by the Bank but shall in all cases be at least equal to the default rate agreed in the relevant credit agreement to which the costs relate. Without prejudice to the provisions of these General Conditions or the specific credit arrangements, the client shall pay a default interest on any amounts overdue or any amounts overdrawn. The default interest rate shall be established from time to time by the Bank.

Article 23: Bank's records

Conclusive evidence of any amount or amounts that the client at any time or times will be indebted to the Bank, or that the Bank will be due to the client, shall be constituted by the records of the Bank as appears from an extract thereof signed by the Bank for true copy, subject to proof to the contrary.

Article 24: Examination of Bank documents

The client is bound to verify the extracts of accounts; the statements of balances, the statements of securities, the vouchers, the statements of changes in securities or other properties held, or any other statement that has been made available to the client by the Bank. When the client detects an error he shall notify the Bank immediately in writing and cooperate in rectifying the mistake. If within 30 days after it can reasonably be assumed that the statement has been received by him the client does not object the statement, it shall be considered approved by the client and thus the client cannot hold the Bank liable any more for the consequences of incorrect entries.

Article 25: Address details

The client is bound to supply the Bank in writing with the address to which all documents destined for him can be directed. The Bank must without delay be notified in writing of any change of address. The Bank entitled to consider the last address known to it as the elected domicile of the client for everything concerning his relation with the Bank and to which address all documents and writs intended for him can consequently be delivered and served upon respectively. All documents directed by the Bank to this address shall be considered to have been received by the client. As long as the Bank has not received statement of address the client is deemed having elected domicile at the head office of the Bank in Curaçao.



Article 26: Security

As security for all current and future debts owing by the client to the Bank on any account whatsoever, the client pledges and, as far as this is not possible on the date of acceptance of these General Conditions, shall pledge to the Bank, all current and future goods, documents of title, valuable papers, securities and other assets which are or shall be in the possession of the Bank or a third party on the Bank's behalf owned by, or held for the benefit of, the client on any grounds whatsoever, or which the Bank owes or shall owe the client, including all claims the client has or shall have against the Bank on any grounds whatsoever, and on all shares forming part of a collective depot which are or shall come into the possession of the Bank.

Excepted are only those securities which are deposited with the Bank exclusively for a special purpose, such as conversion, stamping for reduction, transfer, exchange or receiving dividends, interest, coupon sheets or divided coupons.

The Bank is irrevocably authorized on behalf of the client:

- (i) to grant a right of pledge to the Bank on all claims the client may have or obtain against the Bank and all goods, documents of title, valuable papers and securities which are or shall be in the possession of the Bank or a third party on the Bank's behalf owned by, or held for the benefit of, the client on any grounds whatsoever; and
- (ii) to exercise all rights attached to the goods transferred to it, including the right to collect payment, however, without assuming any responsibility for the timely execution of same.

The Bank is authorized to use negotiable instruments as security for the client's debt as collateral for debts assumed by the Bank, provided that the debt secured thereby does not exceed the Bank's claim against the client and provided that the security right is released as soon as the client repays its debt to the Bank secured by said security right.

As far as and to the extent only that any current or future goods, documents of title, valuable papers, securities and other assets (including claims) of the client have not been (or shall not be) pledged on the basis of the above, the client hereby transfers such assets in fiduciary ownership under similar conditions as mentioned above. The right of fiduciary ownership shall take effect each time when the Bank or a third party for the Bank shall acquire the custody of the aforementioned goods, documents of title, valuable papers, securities or other assets, or, in case of claims, at the moment on which the claims arise.

Article 27: Address details

Upon demand of the Bank the client shall provide adequate (additional) security for the fulfillment of his existing obligations towards the Bank. In case the security which has been given is no longer sufficient, the client is bound to supplement or replace such security upon first demand of the Bank. Any such demand shall be made in writing and shall specify the reason for it.

Article 28: Negative pledge

The client shall not be allowed to assign or provide a security right (or an entitlement thereto) on any of its accounts at the Bank or claims against the Bank or on any asset subject to a right of pledge or mortgage for the benefit of the Bank to a third party without the Bank's prior specific written approval.

Article 29: Cancellation of credit

All debts which the client is owing to the Bank, on any account whatsoever, shall be immediately due and payable at all times unless specifically agreed otherwise in writing or a statutory provision requires that notice be given.

In the following cases the Bank shall furthermore be entitled to cancel or dissolve all credit arrangements and/or to make the client's debts to the Bank immediately due and payable by giving notice, even if a term of repayment or a period of notice has been agreed or a certain expiry date has been fixed:

- (i) if the client does not comply with the conditions subject to which credit has been granted to it;
- (ii) if the client is more than thirty days overdue with the payment of an installment of principal, interest or ancillaries;



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- (iii) if the client is declared bankrupt or a petition for its bankruptcy is filed, if the client files a petition for an official moratorium (*sursance van betaling*), or any other insolvency proceedings involving the client are opened or applied for under any foreign law;
- (iv) if the client offers a composition (akkoord) to its creditors or a similar event occurs under any relevant foreign law;
- (v) if an attachment is placed on any of the client's assets;
- (vi) in the event of liquidation or dissolution, if the client is a legal entity or a company not being a legal entity or partnership, and in the event of death or placing under guardianship, if the client is a natural person;
- (vii) if one of the circumstances meant under (ii) or (iii) occurs with regard to a surety, guarantor or other party jointly and severally liable for the debts of the client towards the Bank;
- (viii) if, in the opinion of the Bank, the client loses or risks losing disposal of (a material part) of its assets;
- (ix) if the information given to the Bank by the client in order to obtain or to renew credit proves to be false;
- (x) if the sums lent to the client are not or have not been used for the purpose for which they were expressed to be lent;
- (xi) if the client fails to (timely) fulfill any payment obligation towards the Bank or otherwise defaults under any credit arrangement with the Bank;
- (xii) if the client loses or fails to obtain any permit, license or certification considered by the Bank to be essential for the proper and legitimate continuation of its business;

Where collateral is arranged:

- (xiii) if any collateral should be disposed of or divided between several owners without any prior arrangement with the Bank in relation to the payment of its receivable;
- (xiv) if the asset allocated as security should be destroyed, in whole or in part, by fire or otherwise, if it is not appropriately insured against fire or other risks, if the insurance conditions are not complied with, or if insurance premiums are not regularly paid;
- (xv) if any collateral should have deteriorated to an extent where it compromises the security interest of the Bank, or if any accessories deteriorate or are removed.

In the case of any such events the client is automatically in default and shall be bound to pay to the Bank upon its first demand the amount due in whole or in part, at the Bank's discretion. The client is bound moreover to supply the Bank upon its first demand with collateral security in the form and to the extent as desired by the Bank or to supplement existing collateral security. If the client does not comply with this demand or if the client does not meet with any other of its obligations whatsoever and for whatever reason the Bank will have the right at its option to realize all collaterals or part thereof without previous demand or notice of default being required at the time and in the manner which it deems desirable in order to recover the amount due to the Bank with interest and costs.

Article 30: Place of payment

Any payments to be made by the client by way of principal, interest or otherwise shall be made at the registered office of the Bank in Curaçao, without expenses or compensation therefore. All payments received by the Bank from a client shall be deducted from the indebtedness of the client in the following order: (i) costs and damages, (ii) fees (iii) interest and (iv) repayment of principal or in any other manner in the Bank's own discretion.

Article 31: Termination

Both the client and the Bank are at all times entitled to terminate the relationship in writing; no notice has to be given in this connection unless specifically agreed upon otherwise in writing or if the nature of the transaction entails that notice be given. The position shall then be liquidated soonest possible; pending this liquidation the "General Terms & Conditions" remain in full force.

Article 32: Decease of client

Unless specifically agreed upon otherwise in writing the Bank is entitled upon decease of the client to remit the balance of his account and also that which the Bank may have in custody on behalf of the client with extinctive effect to the person or persons mentioned as heir or heirs or as testamentary executor with power to take possession of the estate in an attestation of admissibility to the succession issued by a Notary in the usual form. In case the account is a joint account the bank shall however not remit the balance or assets and the authority of the surviving accountholder(s) to dispose over the account and the assets related thereto shall not be affected.



Article 33: Limitation of liability

The Bank does not assume any liability for the consequences of force majeure, including anyhow dispositions and regulations of the Authorities, international conflicts, violent or armed actions or serious threatening with such actions, labor troubles, also under its own staff, disturbances of power supply, communication links, equipment or software or of any other services used by the Bank, lock-outs and boycotts, whatever caused these circumstances.

Article 34: Assignment

The client may not assign or pledge its rights under any agreement with the Bank to any third party. The Bank has the right to pledge, transfer or assign each and any claim against the client to a third party.

Article 35: Governing law

The law of Curaçao is applicable to the relations between the client and the Bank in Curaçao.

Article 36: Competent Court

All disputes between the client and the Bank shall be exclusively decided upon by the courts having jurisdiction in Curaçao, unless the Bank as plaintiff should prefer the foreign court having jurisdiction over the client.

Article 35: Deviation

An appeal to an agreed deviation from these "General Terms & Conditions" can only be made, if such a deviation has been recorded in writing.

Article 36: Amendments

The text of these general terms & conditions and of the amendment which the bank might introduce in same lies open for inspection at all times, at the offices of the Bank. The Bank is furthermore always prepared to forward to the client on application a copy of the valid text. Amendments which the Bank might introduce in these conditions are considered to be accepted by the client, unless he has made known his objections to the Bank within one week, after the amendment having been notified to him. Amendments, modifications and supplements of these present general terms & conditions of the Bank shall also be binding on the customer one month after the filling for registration thereof by or on behalf of the Bank with the Clerk-Registrar's Office of Willemstad's Court and/or the Curaçao Chamber of Commerce and Industry. The text of these General Conditions in the English language is a translation of the authentic text in the Dutch language. In case of differences between these texts, the Dutch text shall prevail.

THE CONTENT OF THESE GENERAL TERMS AND CONDITIONS HAVE BEEN READ AND FULLY UNDERSTOOD BY CLIENT AND THEREFORE SIGNED FOR AGREEMENT ON

[date] _____

Full name and signature client