

SOLV B.V. ("SOLV") is a private company with limited liability, having its registered office in Amsterdam, the Netherlands, and is listed in the Commercial Register under number 18060314. These general conditions apply to all assignments and legal relationships ("assignment(s)") between the client ("client") and SOLV, including any subsequent assignments and all other work of SOLV.

Clause 1. Performance of assignments

1.1 SOLV will carry out assignments with due care and expertise. All assignments are carried out on the basis of an obligation of effort, unless and insofar as SOLV explicitly promises a certain result.

1.2 All instructions are exclusively accepted and carried out by SOLV. Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code do not apply. The client cannot hold any other natural or legal person responsible or liable for damages. Persons who are directly or indirectly shareholders of SOLV and persons who perform professional work for SOLV, shall act solely at the risk and expense of SOLV in the performance of their work. Third parties cannot derive any rights from the assignment performed and from the results thereof.

1.3 SOLV gives advice exclusively regarding and on the basis of Dutch law. SOLV does not give tax advice and the client cannot rely to any advice given by SOLV as if it were tax advice.

1.4 The client shall timely and fully disclose to SOLV all facts and circumstances which are important for the proper performance of the assignment and shall timely and fully provide SOLV with all the information and documents requested by SOLV. The client guarantees the completeness and accuracy of the information.

1.5 SOLV is entitled to engage third parties in the performance of assignments. The choice of third party to be retained by SOLV will, where possible and reasonable, be made in consultation with the client. SOLV is not liable for shortcomings of these third parties and is entitled without prior consultation with the client to accept any limitation of liability on behalf of these third parties, (also) on behalf of the client.

1.6 The client shall indemnify SOLV against all claims of third parties, including reasonable costs of defending such claims, which are in any way related to the assignment carried out for the client.

Clause 2. Rates and billing

2.1 SOLV's services are in principle provided on the basis of hourly rates, which vary according to the nature of the assignment and the years of experience of the employee concerned. Costs not covered by the hourly rate - such as court fees, courier costs and bank charges - will be charged separately. SOLV is entitled to revise its hourly rates - also during ongoing assignments - for example in connection with inflation or increased experience of the employees concerned, and shall make every effort to inform the client accordingly. A change in rates shall also apply if it has not been notified in advance.

2.2 SOLV shall specify activities to be performed for the assignment in an order confirmation. If a discussion arises as to whether activities performed fall within the scope of the assignment, the text of the confirmation shall be the starting point, on the understanding that activities not mentioned therein do not fall within the scope.

2.3 Invoicing of work performed shall in principle take place on a monthly basis. Invoices shall, in principle, only be sent by email. All invoices shall be increased by the applicable turnover tax. SOLV has the right to issue an advance invoice for an amount to be determined in reasonableness. If it sends an advance invoice, SOLV shall only commence its activities after payment of the advance has been received. The advance payment will be settled with the last invoice in connection with the assignment. Payments must be made within 14 days after the invoice date, unless otherwise agreed in writing. The full costs incurred in and out of court to collect invoices shall be borne by the client.

Clause 3. Security, confidentiality and retention obligations

3.1 If communications between SOLV and the client take place electronically, both parties will ensure appropriate security. Neither party shall be liable - when this has been fulfilled - for damage as a result of viruses, malware or other cyber related damage, including damage to data files, files and data to be transmitted on the computer systems of the other party, or costs incurred in fixing or repairing these. Transmission shall be un-encrypted unless parties explicitly agree otherwise prior to transmission. SOLV shall not be liable for any loss of or unauthorised access to data which occurs despite the care taken.

3.2 If the client sends what it considers important messages, it must check if the messages reached the addressee timely and undamaged.

3.3 SOLV will treat all information provided by the client as confidential, unless it can be reasonably assumed that it is not confidential. If third parties are engaged, SOLV may provide information to these third parties, unless client has indicated beforehand that permission must be sought.

3.4 The retention period for files (procedural documents, relevant correspondence and agreements) is five years from the date the case is closed or a court decision to which the assignment relates becomes final. After this period, files are destroyed. The retention period may only be deviated from by further written agreement.

Clause 4. Wwft

4.1 Pursuant to legal obligations (including the Prevention of Money Laundering and Terrorist Financing Act), SOLV may be obliged to identify the client and its UBOs, shareholders, affiliated entities and/or third parties or banks engaged by the client and to verify the identification. The client shall cooperate in this regard in the manner prescribed by the Wwft. The client shall also report all relevant facts and circumstances that are relevant for the application of the Wwft and the client investigation to be carried out on the basis thereof. SOLV will record and store the required data in accordance with the Wwft.

4.2 SOLV is entitled to charge its usual rates for activities within the framework of Wwft investigations.

4.3 SOLV may be obliged to provide information about the client or about unusual transactions to the relevant authorities without being permitted to notify the client. The client accepts that the obligation to provide information under the Wwft will prevail over the confidentiality obligation of SOLV and that SOLV will comply with this obligation to provide information. The client shall not oppose this.

Clause 5. Limitation of liability

5.1 Any liability of SOLV shall be limited to compensation for direct damage up to the amount which is paid out in the case concerned under its professional liability insurance policy, increased by the deductible of SOLV. Upon request, a copy of the professional liability insurance taken out by SOLV shall be provided. If for whatever reason no payment is made by the insurer, any liability of SOLV shall be limited to the amounts paid to SOLV in the calendar year prior to the claim, up to a maximum of € 50,000. Under no circumstances will indirect damages be compensated, including consequential damages, loss of business and/or turnover, loss of goodwill and loss and/or mutilation of data.

5.2 Any liability of natural persons, employees, directors or companies (including associated persons) who are employed by SOLV or with whom SOLV has concluded agreements in connection with its business operations, and who can be (partly) held responsible for the damage, is excluded. These natural persons or legal entities may invoke these conditions including this Article 5 as a third-party clause against the client.

5.3 Without prejudice to Article 6:89 DCC, the right to compensation shall in any case expire one year after the event from which the damage directly or indirectly results and for which SOLV is liable.

Clause 6. Termination

6.1 Each of the parties shall at all times be entitled to terminate the assignment(s) prematurely. Upon termination, the client must pay at least the amounts owed for work performed until the time of termination, which shall become immediately due and payable.

Clause 7. Miscellaneous

7.1 These conditions are also drawn up for the benefit of directors of SOLV, persons who are or were employed by SOLV and third parties who are engaged by SOLV.

7.2 The legal relationship between SOLV and the client is governed by Dutch law. Disputes will be exclusively decided by the competent court in Amsterdam, unless the complaint regulations of SOLV are followed, which can be found at <https://solv.nl/en/legal-information/>.

7.3 These general terms and conditions have been drawn up in Dutch and English. The Dutch text shall prevail in the event of any difference in content or tenor.