



General Terms and Conditions

Solarif Matchmaker

SECTION 1: GENERAL

The provisions of this section "Section 1: General" apply to all companies that have concluded an agreement with Solarif Matchmaker through the website.

Article 1 Definitions

- 1.1 In these general terms and conditions, unless expressly stated otherwise or the context clearly indicates otherwise, the following terms will have the meanings assigned to them below:
- a. Solarif Matchmaker: the party stipulating these general terms and conditions: Solarif Matchmaker B.V., with its registered office at Mr. B.M. Teldersstraat 11, 6842 CT Arnhem, The Netherlands, registered with the Chamber of Commerce under trade register number 67425607;
 - b. user: the natural person acting in a business or professional capacity who, or the legal entity that has concluded an agreement with Solarif Matchmaker through the website;
 - c. agreement: the intermediary agreement between Solarif Matchmaker and the user that was concluded over the website;
 - d. service: the intermediary service provided by Solarif Matchmaker;
 - e. website: the website www.solarifmatchmaker.com maintained by Solarif Matchmaker;
 - f. seller: the user who wants to sell an energy project;
 - g. energy project: the solar energy project, at any stage whatsoever, that the seller is offering for sale;
 - h. investor: the user who wants to buy a solar energy project;
 - i. purchase agreement: the purchase agreement in which the investor agrees to buy all or part of the energy project from the seller.

Article 2 General

- 2.1 These general terms and conditions apply to all agreements concluded between Solarif Matchmaker and the user and to the service provided by Solarif Matchmaker.
- 2.2 These terms take precedence over any terms and conditions of the user, which are hereby expressly excluded.
- 2.3 Any exceptions to these general terms and conditions are only valid if expressly agreed in writing, which is also deemed to include electronic communications.
- 2.4 If any provision of these general terms and conditions is or becomes illegal, otherwise invalid, or incapable of being enforced, such provision will be excluded to the extent of such invalidity or unenforceability; all other provisions hereof will remain in full force and effect and Solarif Matchmaker will replace the invalid or unenforceable provision with a provision that comes closest to expressing the intention of such invalid or unenforceable provision.
- 2.5 If Solarif Matchmaker does not demand strict compliance with these general terms and conditions in every case, this shall not mean that the provisions are not applicable. Neither shall Solarif Matchmaker lose the right to demand strict compliance with these general terms and conditions in future cases.
- 2.6 Solarif Matchmaker is entitled to amend or supplement these general terms and conditions. Unless the user agrees to apply the amended general terms and conditions, the version of the general terms and conditions that applied on the date the agreement came into effect will continue to apply.
- 2.7 The Dutch version of these general terms and conditions will be the version used when interpreting or construing these general terms and conditions.



Article 3 Offer

- 3.1 The offer made by Solarif Matchmaker is free of obligations.
- 3.2 Obvious errors or mistakes on the website or in email messages are not binding on Solarif Matchmaker.

Article 4 Agreement formation

- 4.1 The agreement is formed once the user has successfully completed the registration process through the website and clicked the confirmation button.
- 4.2 In order for an agreement to be formed, the user must first click the button indicating acceptance of the general terms and conditions.
- 4.3 Once the agreement has been concluded, Solarif Matchmaker will send the user confirmation by email describing the substance of the agreement. If the user does not receive this email confirmation, the user should contact Solarif Matchmaker's customer service.
- 4.4 Solarif Matchmaker has the right to reject the registration of the user, in which case Solarif Matchmaker will inform the user as soon as possible by email that it has not accepted the registration.

Article 5 Effective date, term and termination of the agreement

- 5.1 The agreement will come into effect on the date that the user receives the email confirmation from Solarif Matchmaker.
- 5.2 The agreement is entered into for an indefinite period of time.
- 5.3 The agreement may be cancelled at any time by giving one full calendar month's written notice, whereby service of notice by email is also deemed to be written notice.

Article 6 Performance of the agreement

- 6.1 Solarif Matchmaker endeavours to bring together sellers and investors with the aim of effecting a purchase agreement.
- 6.2 Solarif Matchmaker will provide the services to the best of its ability and with due professional care. All obligations of Solarif Matchmaker arising from the agreement are obligations to use best endeavours; Solarif Matchmaker cannot, however, guarantee the achievement of any anticipated result.
- 6.3 Solarif Matchmaker is entitled to use a third party to execute the agreement or a part thereof.
- 6.4 Solarif Matchmaker may never be compelled to perform activities contrary to its professionalism or to a legal obligation, or that infringe on a right of a third party, or that are inconsistent with the generally accepted standards of conduct.

Article 7 Obligations of the user

- 7.1 The user may not use the website in a manner that could cause nuisance to other users or interfere with the proper functioning of the website.
- 7.2 All information provided by the user during registration over the website and during the term of the agreement with Solarif Matchmaker must be correct, complete, accurate and not misleading in any way.
- 7.3 Any loss or damage that may be suffered or incurred in connection with the user's failure to ensure such information is correct, complete, accurate and not misleading is entirely at the expense and risk of the user.
- 7.4 The user must inform Solarif Matchmaker immediately of any facts or circumstances that may be of importance with regard to the performance of the agreement.
- 7.5 With regard to any contract the user concludes with a third party, the user must of his or her own accord:
 - a. have the intention to conclude the contract;
 - b. know the terms and conditions of the contract;



- c. sign the contract.
- 7.6 The user indemnifies Solarif Matchmaker in respect of any legal claim asserted by third parties that suffer any loss or damage as a result of the performance of the agreement and where said loss or damage is attributable to the user.
- 7.7 If the user fails to comply, fails to comply in full or fails to comply on time with his or her obligations vis-à-vis Solarif Matchmaker or if the user acts wrongfully vis-à-vis Solarif Matchmaker, Solarif Matchmaker shall be entitled to charge the user for any resulting costs and/or damage and to suspend the provision of its services to the user.

Article 8 Changes in user details

- 8.1 If the user moves house or relocates or if the user's postal or email address changes, the user shall notify Solarif Matchmaker of all new address details as soon as possible in advance by post or email.
- 8.2 If the user's legal entity changes, from a sole proprietorship to a private limited company for example, the user shall immediately notify Solarif Matchmaker of this change.

Article 9 Intellectual property rights

- 9.1 All intellectual property rights, including but not limited to copyright pertaining to the website, brands, trademarks, corporate identity and logos, as well as those relating to information Solarif Matchmaker has made available to the user, belong to Solarif Matchmaker or its licensor or licensors. The user may not copy, reproduce, distribute or publish the materials in any manner.
- 9.2 The user indemnifies Solarif Matchmaker against third-party claims relating to intellectual property rights to material or data provided by the user and used in the performance of the agreement.

Article 10 Customer service

- 10.1 For any questions, comments or complaints concerning the service, the user can contact Solarif Matchmaker's customer service. Solarif Matchmaker's customer service can be reached at:
Solarif Matchmaker
Mr. B.M. Teldersstraat 11
6842 CT Arnhem
Netherlands
Tel. +31 (0)26 711 5050
- 10.2 Solarif Matchmaker aims to answer questions and resolve complaints within fourteen (14) days. If, for any reason, the user's question or complaint cannot be answered or resolved within this term, the user will be notified of the expected date of answering or resolution.

Article 11 Liability and lapse of rights

- 11.1 Solarif Matchmaker assumes no responsibility for the accuracy of the information on the website, which may contain omissions, inaccuracies or other errors. The website and its elements are provided on an 'as is' and 'as available' basis and without warranties of any kind either expressed or implied.
- 11.2 Solarif Matchmaker may not be held liable for any direct, indirect or consequential damage resulting from:
 - a. an event that is in fact beyond its power and which therefore cannot be attributed to any act and/or omission on its part as described, for example, in Article 12 of these general terms and conditions;
 - b. any act or omission on the part of the user, the user's subordinates or other persons employed by or on behalf of the user.
- 11.3 The user is under all circumstances responsible for the accuracy and completeness of the details and material the user provides. Solarif Matchmaker is not liable for any loss or



damage of any kind arising from the inaccurate and/or incomplete details or material provided by the user. The user indemnifies Solarif Matchmaker against all claims in this regard.

- 11.4 The user is solely responsible for any decision he or she makes, regardless of whether this was based on advice provided by Solarif Matchmaker.
- 11.5 The user may not hold Solarif Matchmaker liable for disappointed expectations with regard to the results stemming from the use of the services provided by Solarif Matchmaker.
- 11.6 Solarif Matchmaker is not liable for damage to or loss of information during the transmission of data using telecommunication facilities.
- 11.7 In no event will Solarif Matchmaker be liable for any indirect or consequential loss or damage, including but not limited to loss of profits, loss of revenue, loss of anticipated savings, fines imposed, losses due to delays, environmental damage claims and injury to reputation.
- 11.8 No restriction on liability for direct damage as defined in these general terms and conditions will apply if such damage is caused by a deliberate act, a deliberate omission or wilful recklessness on the part of Solarif Matchmaker or its subordinates.
- 11.9 The user's right of action and other powers vis-à-vis Solarif Matchmaker, on any ground whatsoever, will lapse in any event one (1) year after the time of the occurrence of the event that triggered the user's rights or power vis-à-vis Solarif Matchmaker.
- 11.10 If the user does not comply with the terms of the agreement or these general terms and conditions or acts in contravention of any law or acts unlawfully vis-à-vis Solarif Matchmaker, the user shall compensate Solarif Matchmaker for any resulting damage. In this context, damage includes but is not limited to loss of revenue, injury to reputation and fines imposed.

Article 12 Force majeure

- 12.1 Solarif Matchmaker is not obliged to fulfil one or more of its obligations under the agreement or to provide the service if it is prevented from doing so due to force majeure circumstances. Force majeure circumstances include but are not limited to: a non-culpable shortcoming of third parties engaged by Solarif Matchmaker; power outages; Internet failure; hardware or software failure; fire; burglary; weather conditions; war; riots; acts of terrorism; government measures; computer virus infection or computer intrusion caused by an outside party; illness of the natural person who, on behalf of Solarif Matchmaker, performs the agreement; disruption to business operations; or any other circumstance over which Solarif Matchmaker does not have a decisive influence.
- 12.2 Solarif Matchmaker will inform the user as soon as possible should a force majeure circumstance arise.

Article 13 Termination and suspension

- 13.1 Solarif Matchmaker is entitled to legally terminate the agreement in whole or in part or, as it sees fit, to suspend the further performance of the agreement, without any liability to pay compensation or the need to give notice of default, if the user:
 - a. has been declared bankrupt;
 - b. has applied for suspension of payments;
 - c. proceeds to liquidate its business;
 - d. is placed under guardianship or dies; or
 - e. does not comply with a legal obligation vis-à-vis Solarif Matchmaker or an obligation arising from the agreement or these general terms and conditions.
- 13.2 In addition, Solarif Matchmaker will be entitled to terminate the agreement or have the agreement terminated if circumstances arise that are of such a nature that fulfilment of the agreement is not possible or can no longer be required in accordance with standards of reasonableness and fairness, or if otherwise circumstances arise of such a nature that it is not reasonable to expect that the agreement be continued without any changes.



Article 14 Non-disclosure

- 14.1 Solarif Matchmaker will ensure that all confidential details and information made available to Solarif Matchmaker by the user within the framework of the agreement remain confidential.
- 14.2 If Solarif Matchmaker is required pursuant to a statutory provision or a legal ruling to disclose confidential information to a third party designated by the law or the court with competent jurisdiction and Solarif Matchmaker is unable to invoke a right to privilege recognised or permitted by statute or by the court with competent jurisdiction, Solarif Matchmaker will not be required to pay damages or other compensation and the user is not entitled to terminate the agreement on these grounds.

Article 15 Security and Internet

- 15.1 Solarif Matchmaker will take appropriate security measures to protect the website against the risk of unauthorised access to or alteration, destruction or loss of the information entered by the user on the website.

Article 16 Applicable law and competent courts

- 16.1 The agreement between the user and Solarif Matchmaker is subject to Dutch law.
- 16.2 All disputes between the user and Solarif Matchmaker will solely be referred to the competent court in the district where Solarif Matchmaker has its registered office.

SECTION 2: SELLERS

The provisions of this section "Section 2: Sellers" apply, without prejudice to the provisions stated under "Section 1: General", to users who are sellers.

Article 17 Obligations of the seller

- 17.1 During registration, the seller shall enter the requested project details for the energy project completely and correctly and forward this information through the website. The seller shall subsequently make known to Solarif Matchmaker all details relating to the energy project, including but not limited to licences, permits, dispensations and allocations granted in relation to the energy project and all contracts the seller has entered into with third parties in the context of the energy project. The seller shall make known to Solarif Matchmaker all information relating to the energy project that may be of interest to an investor in determining whether to buy the energy project, including all information concerning the energy project required to determine the value of said project. To find the right investor for the seller, it is essential that all information the seller provides to Solarif Matchmaker concerning the energy project is correct and complete.
- 17.2 The seller shall not provide Solarif Matchmaker with any information that is in conflict with the law or that infringes on the intellectual property rights or other rights of a third party.
- 17.3 Solarif Matchmaker is entitled, but not obliged, to check the information provided by the seller.
- 17.4 The seller warrants that he or she is authorised to offer the energy project for sale and to enter into a purchase agreement with an investor. In case the seller is an intermediary mandated by a project owner to offer the project for sale, the seller is required to prove to Solarif Matchmaker that he or she is an authorised signatory of the project owner.
- 17.5 If, during the course of the agreement, changes to the energy project occur, such as the sale in whole or in part of the energy project for example, the seller shall immediately inform Solarif Matchmaker of the changes. If the change is such that Solarif Matchmaker is no longer able to carry out the agreement for the seller, Solarif Matchmaker will inform the seller in writing of this circumstance and the agreement will be terminated.
- 17.6 Once a purchase agreement has been concluded, the seller shall inform Solarif Matchmaker of this as soon as possible. For a period of three (3) years from the date Solarif Matchmaker



is informed of the purchase agreement, the seller shall inform Solarif Matchmaker of all transactions effected between the seller and the investor.

- 17.7 The seller shall comply with all legal requirements when carrying out the purchase agreement. Upon signing the purchase agreement, the seller shall provide or transfer to the investor all goods, services, contracts, et cetera that form part of the purchase agreement.
- 17.8 The seller may only use information of a business nature or otherwise about and/or obtained from the investor for the purpose of concluding a purchase agreement. Unless the seller has permission from Solarif Matchmaker or the investor to do so, the seller is expressly forbidden from publishing, copying or in any way disclosing this information to any third party or using it to send commercial messages in any form to the investor that have no bearing on the sale of the energy project.

Article 18 Indemnification

- 18.1 The seller indemnifies Solarif Matchmaker in respect of all claims asserted by third parties, including but not limited to claims from public authorities, related to offering the energy project for sale. This indemnification means that, in any legal or other proceedings stemming from said claims asserted by third parties in which Solarif Matchmaker is involved, the seller will, on Solarif Matchmaker's request and at the seller's own risk and expense, arrange the defence or provide support in the defence, and that the seller will reimburse all costs and compensate all losses arising from said claims asserted by third parties.

Article 19 Performance of the agreement

- 19.1 Once the agreement has been concluded and Solarif Matchmaker has received all necessary details about the energy project from the seller, Solarif Matchmaker will look for an investor that could possibly be interested in purchasing the energy project from the seller.
- 19.2 Once Solarif Matchmaker has found such an investor, Solarif Matchmaker will introduce the investor to the seller. The initial contact between the seller and the investor will be through Solarif Matchmaker.
- 19.3 Solarif Matchmaker cannot guarantee that it will be able to find a suitable investor for the seller and/or that a suitable investor will sign a purchase agreement with the seller.

Article 20 Position of Solarif Matchmaker

- 20.1 The seller acknowledges that Solarif Matchmaker is not a party to the purchase agreement between the seller and the investor: Solarif Matchmaker's position is solely that of an intermediary.
- 20.2 If the investor does not comply with one or more provisions of the purchase agreement the investor has concluded with the seller, such as not paying an amount the investor owes to the seller on time, this is strictly a matter between the seller and the investor. Solarif Matchmaker may not be held liable for the investor's actions or failure to act.

Article 21 Liability

- 21.1 The seller acknowledges that Solarif Matchmaker is in no way involved in the transactions, arrangements or purchase agreement between the seller and the investor. If the investor fails to fulfil its obligations vis-à-vis the seller fully, properly and/or on time, the seller shall only hold the investor liable for this breach and not Solarif Matchmaker.
- 21.2 Solarif Matchmaker does not warrant that the information provided by the investor corresponds with the truth. In no event will Solarif Matchmaker be liable for the investor having provided incorrect information to Solarif Matchmaker and/or the seller.
- 21.3 If an investor concludes a purchase agreement with the seller on the basis of incorrect information provided by the seller, the seller is liable for all damage Solarif Matchmaker incurs as a result, including damage to reputation.



SECTION 3: INVESTORS

The provisions of this section "Section 3: Investors" apply, without prejudice to the provisions stated under "Section 1: General", to users who are investors.

Article 22 Obligations of the investor

- 22.1 The investor shall provide the investment criteria to Solarif Matchmaker through the website. This investment criteria must be correct and complete.
- 22.2 If the investor and the seller conclude a purchase agreement, the investor shall inform Solarif Matchmaker of this fact as soon as possible. For a period of three (3) years from the date Solarif Matchmaker is informed of the purchase agreement, the investor shall inform Solarif Matchmaker of all transactions effected between the investor and the seller.
- 22.3 The investor shall comply with all legal requirements when carrying out the purchase agreement.
- 22.4 The investor may only use information of a business nature or otherwise about and/or obtained from the seller and/or information about the energy project for the purpose of concluding a purchase agreement. Unless the investor has permission from Solarif Matchmaker or the seller to do so, the investor is expressly forbidden from publishing, copying or in any way disclosing this information to any third party or using it to send commercial messages in any form to the seller that have no bearing on the purchase of the energy project.

Article 23 Performance of the agreement

- 23.1 Solarif Matchmaker will endeavour to find a suitable energy project for the investor that meets the investment criteria specified by the investor.
- 23.2 Once Solarif Matchmaker has found a suitable energy project, Solarif Matchmaker will introduce the investor to the seller offering the energy project for sale. The initial contact between the investor and the seller will be through Solarif Matchmaker.
- 23.3 Solarif Matchmaker cannot guarantee that it will be able to find a suitable energy project for the investor and/or that the seller of a suitable energy project will be willing to sign a purchase agreement with the investor. Neither does Solarif Matchmaker warrant that concluding a purchase agreement will lead to commercial success or other desired results. Concluding a purchase agreement between the investor and the seller is entirely at the risk of the investor.
- 23.4 Solarif Matchmaker is entitled to publish a description of the investor's company on the website of Solarif Matchmaker and/or the type of energy project the investor is looking for while withholding the contact details of the investor and taking steps to ensure that the information does not reveal the identity of the investor. The description and project details can be published on the website with the aim of providing sellers and potential sellers with an idea of the sort of investors registered with Solarif Matchmaker who are interested in purchasing an energy project.

Article 24 Position of Solarif Matchmaker

- 24.1 Under no circumstances will Solarif Matchmaker be deemed to be a party to the purchase agreement between the investor and the seller. Solarif Matchmaker is not the owner of the energy project: the owner is the seller who has registered with Solarif Matchmaker.
- 24.2 If the investor and the seller conclude a purchase agreement, it is the sole responsibility of the seller to ensure compliance with the provisions of this purchase agreement. Solarif Matchmaker may not be held liable if the energy project does not satisfy the expectations of the investor and/or if the seller in any way does not meet his or her obligations towards the investor, including but not limited to failing to deliver or transfer the goods, services or contracts that form part of the purchase agreement fully, properly and/or on time. If the seller does not meet his or her obligations towards the investor, this is strictly a matter



between the seller and the investor and the investor shall only hold the seller liable for this breach and not Solarif Matchmaker.

Article 25 Liability

- 25.1 Solarif Matchmaker does not warrant the accuracy of the information provided by a third party, such as a seller. Accordingly, Solarif Matchmaker is not liable if it emerges that a third party has provided the investor and/or Solarif Matchmaker with incorrect and/or incomplete information. Solarif Matchmaker is not obliged to check the accuracy of information it receives from a seller about an energy project.
- 25.2 In cases where Solarif Matchmaker is held to be liable for any damage, the liability of Solarif Matchmaker is limited to the amount of compensation paid out by Solarif Matchmaker's professional indemnity insurance. If, for whatever reason, the insurer does not pay out or the damage is not covered by the insurance, Solarif Matchmaker's liability is limited to the amount of the commission the investor has paid to Solarif Matchmaker.