

Terms and Conditions

Rodá Solutions

Article 1. Definitions

- 1.1. In these general terms and conditions, the following terms written with a capital letter shall have the meanings set out below, unless expressly stated otherwise or the context indicates otherwise:

Client:	the company that has entered into or intends to enter into an Agreement with Rodá Solutions;
Service:	the service provided by Rodá Solutions under the Agreement;
Agreement:	the agreement between the Parties;
Parties:	Rodá Solutions and the Client;
Rodá Solutions:	the user of these general terms and conditions: Rodá Solutions, established at Strevelsweg 700 303 UNIT C8911 in Rotterdam, the Netherlands, registered with the Chamber of Commerce under number 94678782;
In Writing:	in writing or by email.

- 1.2. Unless the context indicates otherwise, defined terms in the singular shall also include the plural.

Article 2. General

- 2.1. These general terms and conditions apply to every offer made by Rodá Solutions, to all Agreements and to all other legal acts between the Parties.
- 2.2. Deviations from these general terms and conditions shall only be valid if they have been expressly agreed **in Writing**.
- 2.3. Any general (purchase) conditions of the Client are expressly rejected.
- 2.4. If these general terms and conditions have once applied to an Agreement, the Client shall be deemed to have agreed in advance to the applicability of these general terms and conditions to Agreements concluded thereafter. If, after the first Agreement, a follow-up assignment is given to Rodá Solutions or another Agreement is concluded, a continuous business relationship between the Parties shall be deemed to exist. Rodá Solutions is therefore not obliged to provide these general terms and conditions again for them to apply to subsequent Agreements.
- 2.5. If one or more provisions of these general terms and conditions are at any time wholly or partially null and void or annulled, the remaining provisions shall remain fully applicable. The null or annulled provisions shall be replaced by Rodá Solutions, taking into account as far as possible the purpose and intent of the original provision(s).

- 2.6. If Rodá Solutions does not always require strict compliance with these general terms and conditions, this shall not mean that the provisions are not applicable or that Rodá Solutions loses the right to demand strict compliance in other cases.

Article 3. Amendments to the General Terms and Conditions

- 3.1. Rodá Solutions has the right to amend these general terms and conditions and to declare the amended terms applicable to the existing cooperation.
- 3.2. If Rodá Solutions declares the amended terms applicable to the existing cooperation, the Client shall be notified **in Writing** at least 2 months prior to the date on which the amended terms enter into force.
- 3.3. If the Client does not agree with the amended terms, the Client must object within 1 month after being informed of the amended terms. In such a case Rodá Solutions may choose to maintain the previous version of the terms for the Client or to terminate the cooperation (prematurely).
- 3.4. If the Client does not object in accordance with article 3.3, the Client shall be deemed to have accepted the amended terms.

Article 4. Offer

- 4.1. Every offer made by Rodá Solutions is non-binding.
- 4.2. The Client guarantees the accuracy and completeness of the wishes and information provided by or on behalf of the Client to Rodá Solutions on which Rodá Solutions bases its offer. If this information is incorrect or incomplete, this may affect the agreed price.
- 4.3. Stated prices do not automatically apply to future Agreements.
- 4.4. Rodá Solutions cannot be held to its offer if the offer contains an obvious mistake or clerical error.

Article 5. Conclusion of the Agreement

The Agreement is concluded at the moment the Client accepts the offer of Rodá Solutions by telephone or by email.

Article 6. Nature of the Services

- 6.1. Rodá Solutions provides independent intermediation and facilitation services relating to real estate transactions and related relocation services. The Services may include, among others:
- a. introducing Clients to real estate agents, landlords, sellers or other service providers;
 - b. facilitating communication between the Client and a third party;
 - c. providing translation support;
 - d. supporting the coordination of property search assignments;
 - e. providing general relocation guidance.

- 6.2. Rodá Solutions never acts as a real estate agent.
- 6.3. The Services provided by Rodá Solutions do not constitute legal, tax, financial or investment advice.

Article 7. Performance of the Agreement

- 7.1. Rodá Solutions shall make every effort to represent the Client's interests to the best of its knowledge and ability.
- 7.2. Each Agreement constitutes a best-efforts obligation for Rodá Solutions and not a results obligation. Rodá Solutions does not guarantee that the Services will lead to the result intended by the Client. Success partly depends on the cooperation of the Client and third parties involved in the execution of the Agreement. Rodá Solutions cannot guarantee, among other things, that required permits or certificates will be granted and/or that third parties will cooperate.
- 7.3. Rodá Solutions has the right to engage one or more third parties in the performance of the Agreement.
- 7.4. Rodá Solutions shall never be obliged to perform work that conflicts with its professionalism, the rights of third parties, legal obligations or generally accepted standards of conduct.
- 7.5. Any agreed or stated execution period shall never be considered a strict deadline. Late performance does not entitle the Client to compensation or any other form of remedy. In the event of exceeding a deadline, the Client must therefore give Rodá Solutions written notice of default and allow a reasonable period to still perform the Agreement.

Article 8. Responsibilities of the Client

- 8.1. The Client undertakes to:
 - a. provide accurate and complete information;
 - b. conduct independent due diligence before signing an agreement with a third party;
 - c. act in accordance with all applicable laws and regulations.
- 8.2. The Client guarantees that the data provided to Rodá Solutions is correct, complete and reliable. Rodá Solutions is not obliged to verify the accuracy or completeness of the information provided.
- 8.3. The Client must inform Rodá Solutions of facts and circumstances that may be relevant to the execution of the Agreement.
- 8.4. If two or more Clients jointly assign Rodá Solutions, these Clients shall be jointly and severally liable for fulfilling the obligations arising from the Agreement, in particular the payment of the amounts due to Rodá Solutions.
- 8.5. If the Client acts in breach of the Agreement, these general terms or applicable laws or regulations, or otherwise acts unlawfully towards Rodá Solutions, the Client shall be liable for all damage suffered by Rodá Solutions, directly or indirectly, including loss of revenue.

Article 9. Intermediation Activities

- 9.1. Rodá Solutions acts solely as an independent intermediary. Rodá Solutions:
- a. is not the owner, seller, landlord, or buyer of any real estate;
 - b. is not a contractual party in real estate transactions;
 - c. provides no guarantees regarding the accuracy of information provided by third parties;
 - d. is not responsible for negotiations, contracts, or final agreements between the Client and a third party.
- 9.2. If Rodá Solutions has mediated in the conclusion of an agreement between the Client and a third party, Rodá Solutions shall not be a party to that agreement. Rodá Solutions shall therefore not be responsible if the third party fails to fulfill its obligations toward the Client. If a third party commits a breach of contract towards the Client, this is a matter between the Client and the third party concerned. In such a case, the Client must address the third party and not Rodá Solutions.
- 9.3. Rodá Solutions shall not be liable for the acts and/or omissions of any third party with whom the Client has entered into an agreement through the mediation of Rodá Solutions.
- 9.4. If the Client, supplier, real estate agent, landlord, or any other party involved in the transaction has given their consent to Rodá Solutions, whether by telephone, email, WhatsApp message, or any other written or verbal means, to proceed with a specific (real estate) transaction, such as a lease agreement, and subsequently withdraws such consent or fails to sign the relevant agreements without a valid legal reason, Rodá Solutions shall be entitled to charge the party responsible for such withdrawal or failure to sign a compensation fee for the work already performed and the loss of income incurred.

This compensation shall amount to a percentage of the agreed fee, up to a maximum of 50%, depending on the stage of the transaction, as follows:

- a. Orientation phase (including intake, selection of properties, and initial contacts): 15% of the agreed fee.
- b. Negotiation phase (including property viewings, negotiations, and discussion of contractual terms): 35% of the agreed fee.
- c. Phase after verbal agreement (including reaching a verbal agreement and/or drafting and discussing draft agreements): 50% of the agreed fee.

Where no fee has yet been agreed between the parties, Rodá Solutions shall be entitled to charge the party responsible for the cancellation or withdrawal for the actual hours worked at an hourly rate of €150 (excluding VAT).

- 9.5. If, after Rodá Solutions has introduced the Client to a supplier, real estate agent, landlord, owner, or any other involved third party, the Client directly contacts such third party and/or enters into a transaction without the involvement of Rodá Solutions, the Client shall remain fully liable for payment of the agreed fee of Rodá Solutions.

The Client acknowledges that Rodá Solutions provided the introduction, performed the relevant services, and created the opportunity for the conclusion of the relevant transaction. Therefore, the Client shall not be entitled to avoid or circumvent the payment of Rodá Solutions' fee by

directly contacting the relevant third party or entering into an agreement with such party directly.

This obligation shall apply regardless of whether the final agreement is concluded directly between the Client and the third party without any further involvement of Rodá Solutions.

This obligation shall remain in force for a period of 24 months from the date of the first introduction by Rodá Solutions. If an agreement or transaction is concluded between the Client and the relevant third party within this period, Rodá Solutions shall retain the right to charge the full agreed fee as if the transaction had been completed entirely through Rodá Solutions.

- 9.6 This obligation shall also apply to suppliers, real estate agents, landlords, owners, and other involved third parties. If such a third party is contacted directly by the Client after Rodá Solutions has provided the introduction, the third party shall be obliged to inform Rodá Solutions thereof without delay.

The relevant third party shall inform Rodá Solutions if the Client contacts them directly, enters into negotiations, or concludes an agreement or transaction without the involvement of Rodá Solutions. The direct establishment of contact or the conclusion of an agreement between the Client and the third party shall not affect Rodá Solutions' right to the agreed fee.

Failure to comply with this obligation to provide information shall not release either the Client or the third party from their obligation to pay the agreed compensation to Rodá Solutions.

Article 10. Fees, Invoicing and Payment

- 10.1. For the performance of the Services, the Parties agree on a fixed price or a fee per employee of the Client to whom the Service relates, unless otherwise agreed in Writing.
- 10.2. Invoicing takes place after the Services have been provided.
- 10.3. The invoice will be sent to the Client by email.
- 10.4. In certain cases Rodá Solutions does not invoice the Client directly, but the real estate agent with whom the Client has entered into an agreement through Rodá Solutions will invoice the fee owed by the Client for the Services of Rodá Solutions.
- 10.5. Payment must be made within 14 days after the invoice date, unless otherwise agreed in Writing.
- 10.6. If the Client fails to pay the invoice within the payment term, the Client shall automatically be in default without notice of default being required, and Rodá Solutions shall be entitled to charge interest of 2% per month, whereby part of a month shall be considered a full month, unless the statutory commercial interest rate is higher, in which case the statutory commercial interest rate will apply.
- 10.7. All costs incurred by Rodá Solutions in collecting a claim from the Client, both judicial and extrajudicial, shall be borne by the Client. The extrajudicial collection costs are set at 15% of the principal amount with a minimum of €150.

- 10.8. In the event of liquidation of the Client's business, bankruptcy or an application for bankruptcy, suspension of payments or a request for suspension of payments by the Client, the claims of Rodá Solutions against the Client shall become immediately due and payable.
- 10.9. Any objection to an invoice must be submitted in Writing and substantiated within 7 days after the invoice date, failing which all rights shall lapse. Such an objection does not suspend the Client's payment obligation.

Article 11. Liability, Indemnification and Limitation Period

- 11.1. Rodá Solutions cannot be obliged to compensate any damage that is a direct or indirect consequence of:
- a. an event that is beyond its control and therefore cannot be attributed to its actions or omissions, such as described in article 12 of these general terms and conditions;
 - b. any act or omission of the Client, its subordinates or other persons engaged by the Client.
- 11.2. The Client is at all times responsible for the accuracy and completeness of the information and documents provided. Rodá Solutions shall never be liable for damage caused (partly) by incorrect or incomplete information provided by the Client. The Client indemnifies Rodá Solutions against all related claims.
- 11.3. Rodá Solutions shall not be liable if the result arising from the Services does not meet the expectations of the Client.
- 11.4. Rodá Solutions shall not be liable for errors or omissions of third parties engaged by it. The applicability of Article 6:76 of the Dutch Civil Code is expressly excluded.
- 11.5. Advice is provided by Rodá Solutions to the best of its knowledge and in good faith, but it accepts no liability for damages, direct or indirect, arising from the content of the advice given. The Client is responsible for the decisions it makes, whether or not based on advice from Rodá Solutions.
- 11.6. Rodá Solutions shall not be liable for damage caused by cybercrime.
- 11.7. Rodá Solutions shall not be liable for damage suffered by the Client because the Client has not complied with legal or regulatory obligations.
- 11.8. Rodá Solutions shall not be liable for damage resulting from work performed by a third party recommended by Rodá Solutions.
- 11.9. Rodá Solutions shall not be liable for damage resulting from decisions of government authorities.
- 11.10. Rodá Solutions shall never be liable for indirect damages, including consequential damages, business damages, lost savings, loss of revenue and/or profit, delay damages, business interruption, reputational damage, labor costs and imposed fines.
- 11.11. If Rodá Solutions is liable for any damage, the liability shall be limited to direct damage and to a maximum of the amount paid by the Client for the part of the Agreement to which the liability relates.

11.12. The Client indemnifies Rodá Solutions:

- a. against claims by third parties against Rodá Solutions relating to incidents, acts or omissions for which Rodá Solutions is not liable under these general terms and conditions;
- b. against all damages suffered by Rodá Solutions as a result of third-party claims arising from or related to the execution of the Agreement by Rodá Solutions.

11.13. Any claim for damages expires 6 months after the provision of the Service to which the claim relates and in any event 6 months after the termination of the Agreement.

Article 12. Force Majeure

- 12.1. Rodá Solutions shall not be obliged to fulfill any obligation if prevented from doing so due to force majeure. Force majeure includes, but is not limited to: extreme weather conditions, floods, theft, natural disasters, terrorism, riots, epidemics, pandemics, obstacles caused by third parties including government authorities, wars or threats of war, fire, internet failures, power outages, illness or personal/family circumstances of the natural person performing the Agreement on behalf of Rodá Solutions, cybercrime, email disruptions and government measures.
- 12.2. In the event of force majeure, Rodá Solutions has the right to adapt the Agreement to the circumstances, terminate the Agreement, or suspend the performance of the Agreement for as long as the force majeure situation continues.
- 12.3. If Rodá Solutions cannot continue to perform the Agreement due to force majeure, the Services already provided up to that moment shall be invoiced to the Client.

Article 13. Confidentiality

Rodá Solutions shall treat all client information as confidential and shall not disclose it to third parties unless:

- a. this is necessary for the performance of the Services;
- b. this is required by law;
- c. the Client has given permission.

Article 14. Personal Data

Rodá Solutions processes personal data in accordance with the General Data Protection Regulation (GDPR) and applicable Dutch legislation. For further information reference is made to the privacy policy of Rodá Solutions:

<https://roda-solutions.com/index.php/privacy-policy/>

Article 15. Intellectual Property Rights

- 15.1. The intellectual property rights to the content of the Rodá Solutions website, including texts, logos, trade names and other materials, belong to Rodá Solutions.
- 15.2. The Client is not permitted to use the intellectual property rights of Rodá Solutions without prior written consent. The Client must respect these rights at all times.

- 15.3. If the Client acts in violation of the intellectual property rights of Rodá Solutions, the Client shall be liable for all damages suffered by Rodá Solutions, including loss of revenue.

Article 16. Suspension and Termination

- 16.1. Rodá Solutions is entitled to suspend the execution of the Agreement with immediate effect without being liable for compensation if:
- a. after concluding the Agreement circumstances become known to Rodá Solutions that give good reason to fear that the Client will not fulfill its payment obligations;
 - b. the Client fails to fulfill one or more of its obligations.
- 16.2. If Rodá Solutions suspends the execution of the Agreement, all Services already provided shall be invoiced to the Client.
- 16.3. Rodá Solutions is entitled to terminate the Agreement without court intervention and without being liable for compensation if:
- a. the Client fails to fulfill its obligations under the Agreement;
 - b. circumstances arise that make performance impossible or unreasonable;
 - c. the Client applies for or is granted suspension of payments, is declared bankrupt, or becomes unable to pay its debts.
- 16.4. If Rodá Solutions terminates the Agreement, all Services already provided shall be Invoiced and the Client shall be liable for damages suffered by Rodá Solutions, such as lost revenue.

Article 17. Applicable Law and Competent Court

- 17.1. These general terms and conditions, all Agreements and all legal relations between the Parties are governed exclusively by Dutch law.
- 17.2. All disputes between the Parties shall be exclusively submitted to the competent court in the Netherlands in the district where Rodá Solutions is established.

Article 18. International Clients

- 18.1. Rodá Solutions provides its Services to Clients located in different countries. By using the Services of Rodá Solutions the Client expressly declares:
- a. that it acts in accordance with the laws and regulations of the country in which it is established;
 - b. that it is responsible for complying with any fiscal, legal or administrative obligations in its country of establishment;
 - c. that differences in legislation, real estate practices and contractual systems between countries are at the Client's own risk.
- 18.2. Rodá Solutions does not provide advice on foreign law and accepts no liability for legal or fiscal consequences resulting from cross-border transactions.

18.3. Regardless of the Client's place of establishment, these general terms and Dutch law exclusively apply to the services provided by Rodá Solutions.

These general terms and conditions enter into force on 5 march 2026