

SOLKEYS – General Terms and Conditions

Version 2.0 — October 2025

1 Purpose and Scope

- 1.1 These General Terms and Conditions (hereinafter the “Terms”) apply to all offers, proposals, and contracts (the “Agreement”) between Paula Sánchez-Friera, independent consultant operating under the registered trademark Solkeys (hereinafter referred to as “Solkeys”), and any client (the “Client”), for the provision of consultancy, analytical, technical, or advisory services (the “Work”).
- 1.2 The acceptance of a Solkeys offer, or the commencement of the Work, constitutes full acceptance of these Terms.
- 1.3 The applicability of any general or purchasing conditions of the Client is expressly excluded.

2 Formation and Modifications

- 2.1 The Agreement shall be deemed formed when the Client accepts the written proposal (by signature or written confirmation via email).
- 2.2 Any change in the scope, objectives, timing, or cost of the Work must be agreed in writing by both parties.
- 2.3 Solkeys may subcontract or collaborate with third parties to perform the Work, provided confidentiality and data protection obligations are maintained.

3 Performance of Work

- 3.1 Solkeys will perform the Work with due care and professional diligence, according to the specifications agreed in the proposal.
- 3.2 Unless explicitly stated otherwise, deadlines are indicative and not strict; delays shall not entitle the Client to termination or compensation.
- 3.3 Deliverables (reports, models, data, analyses, etc.) represent Solkeys’ professional judgment based on the information available at the time of execution and do not constitute a guarantee of results.
- 3.4 If the Work is executed in phases, Solkeys may postpone subsequent phases until the Client has approved and paid for the prior phase.

4 Client’s Obligations

- 4.1 The Client shall provide, promptly and free of charge, all data, information, and cooperation reasonably required for the proper execution of the Work.

- 4.2 The Client is responsible for the accuracy, completeness, and reliability of the information supplied. Solkeys shall not be liable for delays or errors caused by inaccurate or incomplete information.
- 4.3 If access to premises, systems, or personnel is required, the Client shall ensure appropriate conditions for safe and efficient work.
- 4.4 Any additional work caused by the Client's delay or change of scope may be invoiced separately.

5 Confidentiality

- 5.1 Both parties shall treat as confidential any non-public information received in connection with the Work.
- 5.2 This obligation does not apply to information that:
 - is or becomes public through no breach of this Agreement;
 - must be disclosed by law or authority; or
 - is shared with subcontractors bound by confidentiality obligations.
- 5.3 The confidentiality obligation remains valid for three (3) years after the end of the Agreement.
- 5.4 Solkeys may use anonymized and aggregated data derived from the Work for internal research or benchmarking purposes.

6 Intellectual Property

- 6.1 Unless otherwise agreed, all intellectual property rights related to Solkeys' methodologies, models, software tools, templates, or analytical approaches remain the exclusive property of Solkeys.
- 6.2 The Client receives a non-transferable license to use deliverables solely for internal purposes related to the project.
- 6.3 The Client shall not reproduce, distribute, or modify deliverables without prior written consent from Solkeys.

7 Liability and Limitation

- 7.1 Solkeys shall perform the Work with due care but shall not be liable for any indirect, incidental, or consequential losses, including loss of profit, contracts, or reputation.
- 7.2 Solkeys' total liability for direct damages arising from the Work, whether contractual or tortious, shall not exceed the total contract value paid by the Client, except in cases of fraud or gross negligence.
- 7.3 The Client shall indemnify Solkeys against any third-party claims arising from materials or information supplied by the Client.

8 Fees and Payment Terms

- 8.1 Unless otherwise agreed, fees are based on time spent and costs incurred.
- 8.2 Prices exclude VAT and applicable taxes.
- 8.3 Invoices shall be payable within 30 days of issue. Late payments shall accrue interest at the legal interest rate plus 2% per annum.
- 8.4 Solkeys may suspend the Work in case of late payment or request an advance payment for future phases.
- 8.5 Travel and out-of-pocket expenses will be invoiced at cost unless otherwise stated.

9 Termination

- 9.1 Either party may terminate the Agreement with 30 days' written notice.
- 9.2 In case of breach, the non-breaching party may terminate the Agreement if the breach is not remedied within 30 days of written notice.
- 9.3 Upon termination, the Client shall pay for all Work performed up to the effective termination date.
- 9.4 Immediate termination without notice is possible if the Client fails to pay, becomes insolvent, or enters liquidation.

10 Data Protection (GDPR)

- 10.1 Solkeys will process any personal data in compliance with the EU General Data Protection Regulation (GDPR) and applicable national law.
- 10.2 Solkeys will act as data controller or data processor depending on the nature of the service and will implement adequate technical and organizational measures to protect personal data.
- 10.3 The Client remains responsible for ensuring lawful transfer and processing of any personal data provided to Solkeys.
- 10.4 In case of a data breach involving personal data, Solkeys will notify the Client without undue delay.

11 Ethical Conduct and International Trade Compliance

- 11.1 Solkeys shall conduct its activities with the highest standards of integrity, professionalism, and transparency, and shall comply with all applicable laws and regulations on anti-bribery, anti-corruption, and anti-money-laundering, including relevant EU and Spanish legislation.

- 11.2 Solkeys also complies with all applicable international trade, export control, and economic sanctions laws and regulations issued by the European Union, the United Nations, and the Government of Spain. Solkeys does not engage in business with entities or individuals subject to trade restrictions or sanctions and conducts its activities in accordance with recognized international compliance standards.
- 11.3 Solkeys shall immediately inform the Client of any actual or potential conflict of interest that could compromise its impartiality or objectivity.
- 11.4 Both parties commit to ethical business conduct and to a non-retaliation principle for any good-faith reports of misconduct, integrity concerns, or suspected violations of these obligations.

12 Force Majeure

- 12.1 Neither party shall be liable for failure to perform due to circumstances beyond its reasonable control, including natural disasters, war, strikes, cyberattacks, or government restrictions.
- 12.2 If such circumstances persist for more than 60 days, either party may terminate the Agreement without liability other than for completed work.

13 Applicable Law and Jurisdiction

- 13.1 This Agreement is governed by the laws of Spain.
- 13.2 Any dispute arising from or in connection with this Agreement shall be submitted to the courts of Gijón, Spain, which shall have exclusive jurisdiction.

14 Survival of Clauses

- 14.1 All provisions concerning confidentiality, intellectual property, limitation of liability, and data protection shall survive the termination of this Agreement.