

Nelson settlement, sub investigation Wadi

Settlement pursuant to Article 74 of the Dutch Criminal Code (DCC)

Netherlands Public Prosecution Service number (*Parquetnummer*): 10/994175-20

Date of dispatch: 26-4-2021

The public prosecutor, in this matter acting on behalf of the National Office for Serious Fraud, Environmental Crime and Asset Confiscation (*Functioneel Parket*) in Amsterdam, T.R. van Roomen, hereby issues to:

Name: Mammoet Middle East B.V. (formerly: Combinatie Mobiele Kranen "C.M.K."-Mammoth Gulf B.V.)

Registered seat: Utrecht

Visitors' address: Van Deventerlaan 30 (3528 AE) Utrecht [NL]

Chamber of Commerce number: 20026445

Netherlands Public Prosecution Service number: 10/994175-20

hereinafter referred to as: CMK

which company is suspected of criminal offences as further specified hereinbelow in the criminal investigation Nelson, sub investigation Wadi, with the Netherlands Public Prosecution Service number referred to hereinabove,

the offer to arrive at a settlement as intended in Article 74 of the Dutch Criminal Code (DCC), whereby the following will be taken into account:

- a. under the name Nelson, sub investigation Wadi, the Netherlands Public Prosecution Service initiated a criminal investigation against among others CMK (Netherlands Public Prosecution Service number 10/994175-20) due to suspicion of violation of Article 328ter(2) DCC and Article 225 DCC;
- b. a summary of the relevant facts from the criminal investigation Nelson, sub investigation Wadi has been laid down in part I of a statement of facts which is attached to this settlement as Annex 1. This settlement agreement must be considered in conjunction with the statement of facts which forms an integral part of this agreement;
- c. CMK is suspected, in the period between 29 June 2015 and 11 November 2015, in the Netherlands, the United Arab Emirates and Algeria, of committing the offence of commercial bribery, and in the period between 20 September 2015 and 11 November 2015, in the Netherlands, the United Arab Emirates and Algeria repeatedly committing the offence of falsification of documents;
- d. the parties have set the unlawfully obtained gains at an amount of EUR 353.000;
- e. CMK cooperated with the criminal investigation and remediation and compliance measures have been taken, as described in part II of the statement of facts referred to above which is attached to this settlement agreement as Annex 1;
- f. in part against this background, the Public Prosecution Service has decided to offer CMK a settlement pursuant to Article 74 DCC, under the terms and arrangements stated below, which offer has been accepted by CMK.

1. SETTLEMENT OFFER

The public prosecutor offers to not prosecute nor to issue any claim against CMK for confiscation of unlawfully obtained gains in the matter of the body of facts investigated in the criminal investigation Wadi (Netherlands Public Prosecution Service number 10/994175-20) in the manner and subject to the condition specified hereinbelow:

- A. payment to the State of the Netherlands of an amount of EUR 182,000 (in words: one hundred eighty-two thousand euro) pursuant to Article 74(2)(a) DCC.
- B. payment to the State of the Netherlands of an amount of EUR 353,000 (in words: three hundred and fifty-three thousand euro) pursuant to Article 74(2)(d) DCC.

The amounts stated under A. and B., together representing a total amount of EUR 535.000, will be paid in a single transfer on behalf of CMK into bank account number NL17 INGB 0705 0049 29 in the name of National Office for Serious Fraud, Environmental Crime and Asset Confiscation Netherlands Public Prosecution Service, quoting 'transactie Nelson/deelonderzoek Wadi/parketnummer 10/994175-20' as a reference. The payment must be received by the Netherlands Public Prosecution Service at the latest within three weeks following the Date of Dispatch.

2. FURTHER STIPULATIONS

2.1 Press release

The Netherlands Public Prosecution Service will publish a press release (as appearing in Annex 2), together with a statement of facts (as appearing in Annex 1) on the out-of-court settlement in this case.

In its press statements, CMK will acknowledge the statement of facts, part I of Annex 1, and will not contradict the Netherlands Public Prosecution Service's press release and part II of Annex 1.

2.2 No (compensation) payment

CMK hereby waives the possibility of submitting a request for or demanding compensation or payment of costs, which will also include costs of legal aid and interest payments, against the Dutch State in any form or on any grounds whatsoever based on or relating to the criminal investigation Nelson, sub investigation Wadi as designated by the Netherlands Public Prosecution Service number referred to hereinabove, and all consequences arising therefrom, or which may still arise therefrom, of any nature whatsoever. This means among others - but not exclusively - that CMK will submit no requests as intended in Article 529, 530, 533, 6:3:7 or 6:4:18 of the Dutch Code of Criminal Procedure (DCCP).

2.3 Other provisions

This settlement does not concern any offences committed by natural persons as investigated and/or to be investigated in the investigation Nelson, sub investigation Wadi.

This settlement is subject to Dutch law. The district court of The Hague has exclusive jurisdiction to hear any disputes in connection with this settlement.

3. SIGNING AND RETURN OF THE SETTLEMENT AGREEMENT

This offer is valid up to one week after the Date of Dispatch referred to hereinabove. A copy of this settlement agreement initialled and signed by CMK as approved must have been received by the public prosecutor within one week following the Date of Dispatch.

4. COMPLIANCE WITH THE TERMS

Only by complying with all of the terms of the settlement agreement does CMK approve the contents of this settlement agreement, and the settlement agreement will be established. Only in that case does the right to criminal prosecution expire. If the terms of the settlement agreement are not complied with, not complied with fully and/or not complied with in time, this settlement agreement expires, without any further act being required to that end.

This settlement agreement will also expire - without any further act being required to that end - in the event that the Netherlands Public Prosecution Service has to prosecute CMK following an order from the Court of Appeal on the account of a complaint pursuant to Article 12 of the Dutch Code of Criminal Procedure. If at that moment the terms of the settlement agreement had already been complied with, the parties will enter into negotiations concerning the settlement of the expired settlement agreement. In as much as an amount has been paid to the Dutch State by CMK as intended in Article 1.(A and/or B), the Dutch State will repay that amount, without delay, in accordance with Article 74b(2) DCC, to the party that paid the amount, subject to the proviso that there will be no compensation of interest in connection with such a payment.

This settlement agreement may not be annulled or terminated by any of the parties, even if circumstances become known that were not known or could not have been known at the time that

this settlement agreement was concluded. This stipulation shall be without prejudice to termination by operation of law in the event of a prosecution order pursuant to Article 12 DCCP.

5. DECLARATION

CMK declares that it has read this settlement agreement, that it completely understands its contents, it has been given the opportunity to seek independent legal advice and that it will sign this settlement agreement voluntarily.

This offer will be drawn up in duplicate and signed,

Place: Amsterdam

Date: 26 April 2021

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The State of the Netherlands (the Netherlands Public Prosecution Service),
On their behalf: T.R. van Roomen, Public Prosecutor

As approved:

Place:

Date:

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Mammoet Middle East B.V. (formerly: Combinatie Mobiele Kranen "C.M.K."-Mammoth Gulf B.V.)

On their behalf: P.C. van Gelder, CEO Mammoet Holding B.V.