

TERMS & CONDITIONS

1. Definitions

'The Consultancy' means Eurybia interim-management & advies of Carel Willinkstraat 27, 5645 LH Eindhoven, The Netherlands.

'Work' means performance of market research activities; preparation of sales plans; business development activities; advice on technology strategy in relation to market potential; representation on behalf of Client in professional associations; coaching and/or education of employees or other persons in sales skills; sales team compensation plan authoring; interim project or team management; copywriting, rewriting or authoring of technical or commercial documents; translation of technical, commercial or legal documents; or any other services supplied by the Consultancy.

'Client' means any person, firm or company to whom the Consultancy shall supply or contract to supply Work.

2. Application

These conditions shall form the basis of all Work performed by the Consultancy. No variation of these shall be binding on the Consultancy unless specifically agreed to in writing by the Consultancy.

3. Conflict of Interests

The Consultancy reserves the right to refuse Work in part or in full so as to avoid a conflict of interests. The Client will be informed promptly of any such refusal.

4. Confidentiality

The Consultancy confirms that all material handled by the Consultancy will be held in strictest confidence.

5. Invoicing and Payment

5.1 Payment for Work shall be made within 30 days from the date of invoicing, unless otherwise specifically agreed to in writing by the Consultancy. The Consultancy reserves the right to request stage payment for large contracts. The Consultancy also reserves the right to request full or partial payment in advance for Work to be executed for new clients for whom a credit rating has not yet been established.

5.2 The Consultancy reserves the right to charge interest at the rate of 1.5% per month on all unpaid invoices. Interest will start to accrue on the date on which payment is due and will be calculated with monthly rests.

5.3 If an invoice for a Client is to be made out to a third party, the Consultancy will either require written confirmation of acceptance from the third party, or a written undertaking from the Client to settle the invoice in accordance with these Terms & Conditions should the third party decline to do so for any reason.

6. Documentation

6.1 The Consultancy's services are undertaken with the greatest of care, but are subject to the limitations that affect all advisory and documentary work. In the context of services generated using databases or other information sources, the Consultancy's obligation is limited to one to take reasonable care.

6.2 The Consultancy shall be under no obligation to indicate or correct errors or omissions in original material supplied by the Client.

6.3 Some of the Consultancy's services may be based on the use of official publications or records, and the Consultancy accepts no liability for the information contained in such official publications or records.

7. Sub-Contractors

The Client recognizes and agrees that, on a case-by-case basis, the Consultancy may use approved associate sub-contractors with relevant commercial/technical/linguistic/legal expertise for some or all of the Work. All references to the Consultancy in these Terms & Conditions are automatically extended to include such sub-contractors as appropriate.

8. Completion of Work

8.1 Should completion of Work be required sooner than the normal time requisite for its proper production, the Client will be advised of the course of action and every effort will be made to avoid any defects, but reasonable allowance must be made by the Client in such cases. Should

such completion of Work necessitate overtime being worked or other additional costs being incurred, an additional charge may be made to cover such costs.

8.2 The Consultancy accepts no liability for the consequences of any delay in completion of Work caused by the Client and, in such event, any agreed deadlines or delivery schedules will automatically cease to be valid and new dates must be negotiated.

9. Cancellation

If the Client for any reason postpones for a period of 14 days or more, or cancels Work that he has commissioned, charges will be payable for all completed Work up to the cancellation or postponement date, and for all other costs and expenses which may accrue as a result of such cancellation or postponement.

10. Liability

10.1 The Client undertakes to notify the Consultancy in writing of any complaint in respect of any Work within 28 days of the receipt of the Work by the Client. Compliance with this requirement shall be a condition precedent to the Consultancy's liability.

10.2 The Consultancy will not be liable for any damages resulting from the Work unless the Client can demonstrate that such damages result from malicious intent or gross negligence on behalf of the Consultancy.

10.3 Any liability on behalf of the Consultancy will be limited to the amount already paid by the Client for the Work concerned, but will in no case exceed € 10,000 (ten thousand euros).

10.4 The Consultancy and Client agree that any disagreements about the quality of the Work shall be referred to an arbitrator to be appointed in accordance with the rules of the Netherlands Arbitration Institute (NAI), Rotterdam.

11. Illegal Matter

Notwithstanding any other term of any contract, the Consultancy shall not be required to undertake Work that in its opinion is or may be of an illegal, libelous or immoral nature.

12. Client's Property

12.1 All documents, paper, electronic data or other property supplied to the Consultancy by the Client will be held or dealt with by the Consultancy at the Client's risk, and the Consultancy will not be responsible for the consequence of any loss or damage thereto.

12.2 The Consultancy reserves the right to destroy or otherwise dispose of any document, paper, electronic data or other property of the Client that has been in the custody of the Consultancy for more than 3 months following completion of the Work to which it relates. Prior to such destruction or disposal, the Consultancy will ask the Client if it wishes to have the document, paper, electronic data or other property in question returned. Any expenses associated with such return will be borne by the Client.

13. Force Majeure

In the event of *Force Majeure* (which shall be strike, fire, industrial dispute, civil commotion, natural disaster, acts of war, plague and any other situation that can be shown to have materially affected the Consultancy's ability to undertake and complete the Work as agreed), the Consultancy shall notify the Client immediately, indicating the circumstances. *Force Majeure* shall entitle both the Consultancy and the Client to withdraw from the contract for the Work, but in any event the Client undertakes to pay the Consultancy for Work already completed. The Consultancy will assist the Client to the best of its ability to place the Work elsewhere. The Consultancy cannot accept any liability for the consequences of any delay in completion or delivery of Work as a result of *Force Majeure*.

14. Jurisdiction

These conditions shall be interpreted in accordance with the laws of The Netherlands. Subject to the provisions of paragraph 10, the Consultancy and Client irrevocably submit to the non-exclusive jurisdiction of the Dutch Courts.