

IMAGE GROUP

International Management Experts

Terms and Conditions, Image Group BV

Office located at Luchthavenweg 67,
5657 AE Eindhoven, Netherlands

1. General

These general conditions apply to all offers, activities, tenders and contracts for advisory, management, activities, implementation between the agency and clients or their legal successors.

2. Basis for offer

Quotations of the agency are based on the information provided by the client. The client warrants that to the best of its knowledge, all essential information for the design and implementation of the research has provided. The agency will give best performance of its Craftsmanship to the best knowledge and ability, and in accordance with the requirements of good workmanship. This obligation has the character of a "commitment", because achieving the desired result can not be guaranteed.

3. Provision of information, employees and the client workspace

For the execution of the contract and, as far as possible according to schedule, the client provides all documents and information that the agency needs. This also applies to the posting of employees into the organization of the client, on client/ Agency request. If needed the client offers the agency an office location with free private workspace with telephone connection and, optionally, a fax and / or data-mains.

4. Attracting and hiring of mutually personnel

During the execution of the contract, none of the parties will recruit within two years after termination staff from the other party or engage with the staff about these persons, without written consent of the other party.

5. Fees and expenses

With regard to the rates and the resulting cost estimates indicated in the offer, this includes the secretarial expenses, travel time, travel, subsistence and other job-related expenses. To the extent that these costs are not included, they can be calculated separately.

6. Payment terms

Payment must be made within 14 days after the invoice date. After the due date, statutory interest is charged, no notice is required. If payment is not made, the Agency may, relying on the uncertainty exception suspend the execution of the contract.

If the client is in default or otherwise fails in the performance of any of its obligations, all reasonable costs incurred in obtaining

payment are for his account, both judicial and nonjudicial. If the instruction is provided by more than one client, all clients are severally liable for the fulfillment of the obligations in this Article (regardless of the name on the invoice).

7. Change of offer/ scope resulting in extra work

The client accepts that the timing of the assignment may be affected if the parties agree on a different approach, method or scope of the contract and / or the result that the work can be extended or modified. If the change in the assignment or performance caused by the fault of the client, the agency will make the necessary adjustments, when the quality of the service requires this. If such adjustment results in extra work, this will be confirmed as an additional contract to the client.

8. Duration and end of the contract

The duration of the contract, except by exercise of the advisory team are influenced by many factors, such as the quality of the information the agency obtains and the assistance rendered. The agency can not exactly estimate in advance how long the time for performing the assignment will be.

In financial terms, the mission is concluded once the final bill is approved by the client. Within a period of 14 days from the date thereof, the principal agency subject to messages. If the client does not respond within this period, the final invoice will be deemed approved.

9. Premature termination of contract

The parties may unilaterally terminate the contract prematurely if one of them considers that the assignment execution can not take place in accordance with the attached offer and any subsequent additional assignment specifications. This must be motivated in writing to the other party to be announced.

If premature termination is initiated by the client, and the agency can demonstrate that capacity utilization loss is caused, the agency has right for compensation. The agency is powered to terminate the contract as a result of facts and circumstances that are beyond his influence or that are attributable to, completion of the assignment can not reasonably be demanded. The agency reserves the right to claim payment of the invoices for the work done so far, where the principal subject of the preliminary results of the work done so far available will be made. To the extent that additional costs are incurred, they are charged.

In the event of either party in a state of bankruptcy, suspension of

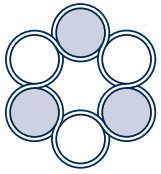


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payment or business operations, the other party has the right to terminate the contract without a notice period to, and another subject of rights.

10. Intellectual property

Models, techniques, tools, which are used for the execution of the contract and in the opinion or research results included, fall under the GPL license v3.0.

11. Confidentiality

The agency is required to maintain the confidentiality of all information and data of clients to third parties. The office will be under the assignment take all possible precautions to protect the interests of the client.

12. Liability

When the agency is responsible for shortcomings in the performance of the contract, provided that these are the result of not observing by care, expertise and professionalism that when giving advice in connection with the contract may be familiar. The liability for the damage caused by the shortcomings is limited to the amount of the net fee (thus excluding Costs incurred travel expenses, purchased funds, machinery, materials, etc.) that the Agency for its work in the context of that task has received .

Any claims by the client in this sense must be made within one year after discovery of the damage to be submitted, failing which the client's right to compensation.

13. Applicable law

This agreement is governed exclusively by Dutch law.

