

Terms and Conditions Mobycon, registered in Delft, The Netherlands, and hereinafter to be referred to as “Mobycon”.

- 1a. All proposals and offers made by MOBYCON are free of obligation. A contract will not come into existence until after MOBYCON has confirmed the engagement in writing within 8 eight days or has commenced the engagement within 8 eight days of receipt.
- 1b. All proposals, engagements and contracts between MOBYCON and the customer will be subject to the following terms and conditions, unless otherwise agreed in writing.
- 2a. MOBYCON generally delivers its services according to previously agreed price arrangements. If no such price arrangement is or can be made, MOBYCON shall charge its hourly rates established for each member of staff plus expenses, including travel, telephone, reproduction and other expenses. MOBYCON reserves the right to pass on any price increases arising from, for example, increased wage costs.
- 2b. The customer shall make payment within 28 days of the invoice date. After expiry of this 28-day payment period, the customer will be in default without any notice of default being required. As from the time of default, the customer shall owe interest on the invoice amount at the European Central Bank's deposit rate plus 2.5% per annum.
- 2c. In the event of any liquidation, insolvency, bankruptcy, or suspension of payments on the part of the customer, the customer's obligations will become immediately payable upon demand. All costs associated with the judicial or extra-judicial collection of the receivable will be payable by the customer. The extra-judicial costs are set at a minimum of 15% of the invoice amount. If MOBYCON shows that it reasonably incurred higher costs, such costs must also be reimbursed.
- 3a. MOBYCON shall be liable to the customer for failure to properly deliver its services, and for any losses directly ensuing from such failure, only if and to the extent that such failure could have been prevented under normal circumstances, using normal technical knowledge, exercising due care and adhering to normal business practices, subject, however, to the limitations set out in the following sections.

MOBYCON shall in no event be liable for consequential losses (*gevolgschade*), including, without limitation, loss of profit, loss of income and/or losses arising from business stagnation sustained by the customer.

The customer shall indemnify MOBYCON against all claims by third parties directly or indirectly related to the delivery of the services.
- 3b. MOBYCON shall not be liable for any part of the engagement executed by a third party with the customer's approval and/or following written confirmation of such approval.
- 3c. MOBYCON shall remedy any failure as soon as possible, provided that:
 - such failure must relate to any of the services rendered under the engagement;
 - such failure will be remedied at no cost if and to the extent that the costs involved do not exceed the amount charged for the engagement.
- 3d. MOBYCON's liability for any losses as referred to in section 3a. (first full sentence) will be limited to the amount charged for the engagement. In case of concurrence of any losses and the remedying of a failure, the sum total of the costs referred to in section 3b. and the losses referred to in this present section will be limited to the amount charged for the engagement.
- 3e. Each instance of liability will lapse upon expiry of five years, counted from the date of termination of the engagement.

- 3f. If the customer transfers the risks associated with any engagement to a third party under an insurance policy, the customer shall indemnify MOBYCON against any subrogation recovery by the insurer.
4. If, within the term of the contract, any deadline for completion of certain services is agreed, such deadline will not be of the essence, unless expressly otherwise agreed. Accordingly, in the event of late completion, MOBYCON will have to be sent written notice of default.
- 5a. Complaints about services rendered and/or any amount charged must be submitted to MOBYCON in writing within 30 days of the documents or reports which are the subject matter of the complaint being sent or, as the case may be, within 30 days of completion of the services which are the subject matter of the complaint or, as the case may be, within 30 days of discovery of any defect, provided that the customer shows that it could not reasonably discover the defect any earlier.
- 5b. Any complaint as referred to in the previous section will not postpone the customer's payment obligation. MOBYCON may at all times remedy any damage sustained by the customer, if and to the extent possible.
- 6a. All intellectual or industrial property rights in all analyses, designs, documentation, reports, proposals, software or other materials made, developed or supplied under the terms of the contract, and all preparatory materials, will remain exclusively with MOBYCON.
- 6b. All documents supplied by MOBYCON, such as reports, advice, designs, sketches, drawings, software, etc., are intended exclusively for use by the customer and may not be reproduced, published or disclosed by the customer to any third party without MOBYCON's prior permission.
- 6c. MOBYCON may use any knowledge gained in delivering the services for other purposes, provided that in doing so it does not disclose any confidential information to a third party.
- 7a. MOBYCON may postpone performance of its obligations in the event of force majeure. If the period during which MOBYCON is prevented from performing its obligations as a result of force majeure exceeds 3 (three) months, both parties may dissolve the contract without incurring any liability for damages.
- 7b. Force majeure means any circumstances beyond MOBYCON's control which prevent MOBYCON from performing any of its obligations.
- 7d. If, at the time an event of force majeure occurs, MOBYCON has already performed part of its obligations or can perform only part of its obligations, MOBYCON may invoice such part separately and the customer will be required to pay the invoice as if it were a separate contract.
8. MOBYCON may postpone performance of all of its obligations, including supplying any documents or other items to the customer or a third party, until such time as all overdue amounts have been paid by the customer in full.
9. If, for reasons of courtesy or otherwise, MOBYCON should initially refrain from enforcing any of these terms and conditions of business as against the customer, this will not constitute a waiver of its right to enforce such term or condition or any other of its terms and conditions of business against the customer at a later stage.
- 10a. The customer and MOBYCON may terminate the contract early at all times at 30 days' written notice.
- 10b. In the event of any early termination by the customer, MOBYCON shall be entitled to compensation from the customer for any ensuing loss of capacity utilisation, the likelihood of which must be shown, and for any additional expenses reasonably incurred as a result of the early termination of the contract.

In the event of early termination, MOBYCON will be entitled to be paid its invoices for services delivered so far, and shall submit the preliminary results of such services to the customer.

- 10c. The contract may be terminated early by either party in writing, without observance of any notice period, if the other party is unable to satisfy its debts, or a trustee, administrator, receiver or liquidator is appointed, or either party is subject to a statutory debt rescheduling order or discontinues its operations for any other reason, or either party considers it reasonably likely that any of the circumstances referred to above applies to the other party, or a situation arises which justifies immediate termination in the interests of either party.
- 10d. Upon termination of the contract, either party shall return all of the other party's goods, items and documents in its possession without delay.
- 11. MOBYCON shall decide how and by whom the engagement is to be executed. MOBYCON shall deliver its services to the best of its ability, with all due care, and in accordance with good business practices. MOBYCON cannot, however, guarantee that any proposed result will actually be achieved.
- 12. The customer shall be prohibited, both during the contract and for one year after its termination, from hiring or conducting any employment negotiations with MOBYCON staff involved or previously involved in executing the engagement other than in consultation with MOBYCON.
- 13. The customer shall provide MOBYCON with all such data and documents as MOBYCON may consider necessary to properly execute the engagement, such data and documents to be submitted in the form and manner as requested and in a timely fashion. The customer shall also notify MOBYCON without delay of any facts or circumstances which may be relevant to executing the engagement. The customer warrants that any such data and documents submitted to MOBYCON will be accurate, complete and reliable, even if originating from a third party, unless otherwise arising from the nature of the engagement.

Delft, The Netherlands, January 2006