AGREEMENT FOR SERVICES No. <PPFNR>

The parties:

1. Qwery B.V., having its registered office in 3454 PV DE MEERN at Rijnzathe 9, duly represented by E.J. Holierhoek, hereafter referred to as "**the Client**"; and

2. <CONTRACTOR'S NAME>, residing in <TOWN AND POSTCODE> at <ADDRESS>, hereafter referred to as "**the Contractor**";

to be jointly referred to as "**the Parties**";

Whereas:

a. the Client operates in the area of contracthandling;
b. in this context, the Client is in need of IT professionals;
c. these activities will be performed at or for the benefit of a third party (hereafter referred to as "Third Party");
d. the Contractor as such is able and willing to perform these activities;
e. the Parties wish to collaborate only on the basis of an agreement for services within the meaning of Section 7:400 *et seq.* of the Dutch Civil Code (*Burgerlijk Wetboek*);
f. the Parties expressly do not intend to conclude an employment contract within the meaning of Sections 7:610 *et seq.* and 7:690 *et seq.* of the Dutch Civil Code;
g. the Parties expressly want to prevent the applicability of a notional employment relationship contracted via an intermediary;
h. the Parties, as the occasion arises, opt to exclude the applicability of a notional employment relationship with homeworkers or equivalent workers, to which end they are drawing up and signing this agreement before payment is effected;
i. this agreement is concluded under the condition precedent that, prior to the start of the activities, the Contractor should provide the Client with a copy of the Contractor's registration with the Chamber of Commerce and the Contractor's VAT number;
j. this agreement is identical to the agreement assessed by the Dutch Tax and Customs Administration dated 31 March 2016 with reference number 9051588051;
k. the Parties wish to document the conditions under which the Contractor will perform his/her activities for the Client;

Have agreed as follows:

Article 1 The assignment
1.1.   The Contractor undertakes to perform the following activities for the duration of the agreement: <DESCRIPTION OF ASSIGNMENT OR SERVICES>.

<PPFNR>

Article 2 Execution of the assignment

2.1. The Contractor accepts the assignment and thereby accepts full responsibility for the correct performance of the agreed activities.

2.2. The Contractor will organise his/her activities independently. In the event of cooperation with others, however, the Contractor will consult the Client where this is necessary for the execution of the assignment, so as to ensure that the assignment is carried out in the best possible way. Where this is necessary for the activities, the Contractor will abide by the working hours applicable at the Client's and/or the Third Party's business.

2.3. The Client will provide the Contractor with all the authority and information required for the proper execution of the assignment.

2.4. The Contractor will be entirely independent in the performance of the agreed activities. He/she will carry out the agreed activities at his/her discretion and without being supervised or managed by the Client and/or the Third Party. However, the Client and/or the Third Party may provide directions and instructions as regards the result of the assignment.

Article 3 Start and duration of the agreement

3.1. The assignment starts on <DATE> and is contracted until <END DATE>, OR: for the duration of the <NAME> Project. The agreement for services is concluded under the condition precedent that, prior to the start of the activities, the Contractor should provide the Client with a copy of the Contractor's registration with the Chamber of Commerce and the Contractor's VAT number.

3.2. The Client expressly agrees that the Contractor also performs activities for the benefit of other clients.

Article 4 Performance and replacement

4.1. If the Contractor foresees at any time that he/she will be unable to perform the obligations relating to an accepted assignment, or to do so properly or in time, the Contractor must notify the Client and the Third Party of this immediately.

4.2. The Contractor may arrange for all or part of the agreed activities to be carried out by a third party, provided that he/she has informed the Client of this in advance and the Client approves of this and of the third party in question. The third party engaged by the Contractor must possess at least the same level of professional competence and experience as the Contractor. In the event that the Contractor has activities carried out by a third party, this will be done at the Contractor's expense and risk. The Contractor will remain responsible for the quality of the outsourced work.

Article 5 Termination of the agreement

5.1. Either party is entitled to terminate the agreement prematurely, subject to one calendar month's notice and without this resulting in liability for compensation. Notice of termination must be given in writing.

5.2. This agreement will end prematurely if and at the moment when the Third Party terminates the assignment, irrespective of the reason and without this resulting in liability for compensation.

5.3. In the following situations, either party will be entitled to terminate an assignment with immediate effect:
a) in the event of force majeure lasting longer than 15 days, or upon the occurrence of default due to an imputable failure of either party that is of such a serious nature that the other party cannot be required within reason to continue the assignment;
b) in the event of bankruptcy, a moratorium or debt management on the part of the other party, or a petition to this effect filed by the other party on its own behalf, or in the event of a private composition offered by the other party or apparent insolvency in other ways.

Article 6 Fee, invoicing and payment

6.1. The Client will pay the Contractor EUR ... per <TIME UNIT>, excluding VAT, OR: EUR ..., excluding VAT, for the entire project.

6.2. The Contractor will invoice the Client (or arrange for this to be done) on a monthly basis for the activities performed. The invoice will meet the statutory requirements and must be accompanied by a time sheet signed for approval by the Third Party.

6.3. The Client will pay the Contractor the invoiced amount within <NUMBER OF DAYS> of receiving the invoice. However, the Contractor's invoice will not be paid if and for as long as the Third Party does

<PPFNR>

not pay the Client's invoice because the execution or result of the Contractor's work at the Third Party does not comply with the assignment.

6.4.   In the event that resources of the Client's and/or the Third Party's are required in the execution of the assignment, the Client will charge the Contractor for the associated costs.

Article 7 Liability / damage

7.1.   The Contractor will be liable for all damage caused by him/her, or by third parties he/she has engaged, to the Client and/or the Third Party or to third parties during the performance of the activities under this agreement. The Contractor will also be liable for all damage sustained by the Client which is the result of the Contractor's failure to perform his/her obligations under the agreement, or to do so adequately.

7.2.   The Client accepts no liability for, and the Contractor will indemnify the Client against, any legal or other claim that may be brought against the Client in respect of illness, injury and/or the death of the third party or parties engaged by the Contractor, and/or the loss of and/or damage to the property of the third party or parties engaged by the Contractor or of the Contractor himself/herself, except in situations in which the legal or other claim is the result of the Client's own actions.

7.3.   The Client must compensate the Contractor for all damage not attributable to the Contractor which the latter sustains in connection with the execution of the assignment, due to the manifestation of the special hazard associated with the assignment which exceeds the risks inherent in the exercise of the Contractor's profession.

7.4.   The Contractor indemnifies the Client against all third-party claims relating to and arising from the performance of the activities under this agreement by the Contractor or by the Contractor's substitute.

7.5.   The apportionment of liability between the Client and the Contractor must be made with due observance of the standards of reasonableness and fairness and the limitations of liability customary in the sector.

Article 8 Insurance

8.1.   The Contractor declares that he/she has taken out adequate liability insurance in connection with the risks which he/she will run in the performance of this agreement. This insurance must also provide cover for the damage caused by professional errors on the part of the Contractor and/or the third party or parties engaged by the Contractor. The Contractor will provide the Client with a copy of the relevant insurance policy before the start of this agreement.

Article 9 Prevention of notional employment relationship

9.1.   The Client and the Contractor want to prevent the applicability of the notional employment relationship contracted via an intermediary. To this end, the Contractor must perform the activities in the conduct of a business or in the independent exercise of a profession. The Client may presume within reason (evidentiary presumption) that this will be the case if, supplementary to this agreement, the Client:

    a. records:
      - the Contractor's registration with the Chamber of Commerce;
      - the Contractor's VAT number; and
    b. has made arrangements in any case about:
      - the Contractor's liability towards the Third Party;
      - a non-competition and/or non-solicitation clause that does not unreasonably restrict the Contractor in securing or executing assignments for other clients;
      - the risk of non-payment by the Third Party.

9.2.   The evidentiary presumption referred to in the first paragraph of this article will not apply if the Contractor works primarily for the Client on the basis of (successive) assignments of longer (total) duration than is customary in view of the nature of the activities.

Article 10 Non-solicitation, secrecy and penalty

10.1.   This agreement does not involve a non-competition / non-solicitation clause.

10.2.   Both during the term of this agreement and after its termination, the Contractor will not be permitted to make any disclosure in whatever form to one or more third parties (with the exception of official bodies pursuant to a statutory obligation), either directly or indirectly, of or regarding any particulars relating to the business of the Client and/or the Third Party, or relating to any of the business contacts referred to under 10.1 above or the activities performed in the context of the present agreement, irrespective of the manner in which those particulars have come to the Contractor's attention.

<PPFNR>

10.3.   The Contractor is obliged towards the Client also to impose the prohibitions described in 10.1 and 10.2 on a person to be deployed on his/her behalf. The Contractor guarantees that the third party or parties to be deployed on his/her behalf will not breach the prohibitions described in 10.1 and 10.2, and will incur the penalty described in 10.4 if this should nevertheless happen.

10.4.   If the provisions set out in 10.1 to 10.3 inclusive are breached, the Contractor will, by operation of law, be liable to pay to the Client an immediately due and payable penalty of EUR 5,000 per breach, increased by EUR 1,000 for each day that the breach continues. This will not affect the right to claim performance and/or full compensation from the Contractor.

Article 11 Intellectual property

11.1.   All intellectual property rights that may or will be exercised in relation to the result of the assignment are vested in the Third Party or in a third party to be designated by the Third Party. The Contractor will transfer those rights to the Third Party or to a third party to be designated by the Third Party in the context of the assignment, which transfer, immediately following the creation of those rights, is already accepted at the present stage by the Third Party or the third party to be designated by the Third Party. If the transfer requires a deed or any other formality, the Contractor will lend his/her prompt and unconditional cooperation and/or perform all necessary acts.

11.2.   Where necessary, the Contractor guarantees that the person deployed by him/her accepts the provisions of 11.1 and will cooperate promptly and unconditionally in a (further) transfer as the occasion arises. The Contractor indemnifies the Client or Third Party against any claims from the person to be deployed by him/her, and against claims from third parties regarding any infringement of intellectual property rights of those third parties.

11.3.   The Contractor and/or the person to be deployed by him/her will not be permitted to hold copies of software programs which are used or owned by the Third Party, unless he/she has been provided with these programs for the purpose of the work, in which case they will be held only to the extent that this is necessary for the performance of the activities.

Article 12 Choice of law and forum

12.1.   This agreement and anything related to it will be governed by Dutch law.

12.2.   Any disputes in respect of this agreement or in respect of any matters relating to it or arising from it will be submitted to the competent court in the Netherlands.

Article 13 Amendment of the agreement

Amendments and additions to this agreement will only be valid insofar as they have been agreed in writing between the Parties.

Signed in duplicate,

In <TOWN>, on <DATE>:   In <TOWN>, on <DATE>:

………………………………   ………………………………….

Qwery B.V.   **<CONTRACTOR>**

Mr E.J. Holierhoek   Mr/Ms <NAME>
Director

Note:
This is a translation of the Dutch version that was reviewed and approved. Although due care was taken to provide the most accurate translation possible, a proviso should be made here and the Dutch text will be leading in the event of a dispute. Therefore the Dutch agreement has to be signed as well.