

SPECIFIC TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES BY MANAGEMENT CONSULTANTS

Article 1. Applicability

1. The present specific terms and conditions for the provision of services by management consultants (hereinafter; 'specific terms and conditions') shall apply to all agreements relating to services provided by management consultants entered into by the contractor, in addition to the general terms and conditions of Lodder / Dales and the entities affiliated with it as defined in said general terms and conditions. The present specific terms and conditions shall be a supplement to aforementioned general terms and conditions.
2. With respect to the explanation of the agreement, the order confirmation shall prevail, then the specific terms and conditions and finally the general terms and conditions.

Article 2. Nature and Term of Validity of the Agreement

1. Unless otherwise agreed upon in writing, an agreement shall always concern an exclusive assignment for an indefinite period of time. The agreement can only be cancelled by either party upon expiry of six months from the day of acceptance of the assignment, having due regard to a period of notice of three months and by the end of a calendar month.
2. The acceptance of services provided by the contractor and/or the processing of information provided by the contractor not contested by the other party, shall be sufficient to conclude an agreement. The request for specified information about the contractor's offer shall serve as proof of acceptance of the present specific terms and conditions as well as of the general terms and conditions of Lodder/Dales and the entities affiliated with it.

Article 3. Information and Records

The other party shall undertake to make all records required to execute an assignment, available to the contractor in the required manner. The other party shall equally undertake to treat all statements and records originating from the contractor as confidential; they must not be made available to any third party in any way whatsoever.

Article 4. Mediation

1. The other party shall only be allowed to directly contact the interested parties designated by the contractor or obtained through the intermediary of the contractor, with the latter's prior consent in writing to effect.
2. If the possibility to effect a transaction designated by or obtained through the intermediary of the contractor was already known to the other party, the latter shall have to inform the contractor accordingly within eight days from receipt of our proposal, submitting proof of the knowledge it had of said possibility,. The other party can no longer invoke said knowledge after expiry of said term.

Article 5. Indebtedness of the Fee

1. When effecting a transaction through the intermediary of or designated by the contractor (hereinafter: 'contract'), i.e. the contract date, the other party shall owe the contractor a fee.
2. The contract and all enclosures relating to it to the extent they are relevant to the calculation of the fee owed, shall be made available by the other party to the contractor for inspection, within eight days from the contract date.

3. The other party shall also owe the entire fee if during or after the termination of the assignment, the other party concludes a contract with a candidate presented by the contractor or with an interested party designated by the other party, including in the event such contract is concluded on terms and conditions that are different from those that are set out in the agreement. The right to the entire fee shall also exist if, within a period of three years after the last assignment was awarded, other or subsequent contracts or contracts of a different nature are concluded that are in an economic relationship with the very first assignment that was given or the subsequent assignments given. The interested party shall therefore serve as the designated party in this connection, if its name and/or address are not known but only the object that belongs to it.
4. Economic relationship in the sense of the previous section shall always be concerned if the contract concluded through the intermediary of the contractor leads to a contract with the other party or with an interested party designated by the other party, which bears the character of a merger, takeover, sale or transition of the object in any sense whatsoever. Economic relationship shall also always be concerned if the transaction is effected within a period of three years since the last assignment was given, with a (legal) person who is closely connected to the other party socially, contractually, in terms of family law, or in any other way or who became closely connected with the other party in aforementioned manner within said period.
5. The other party shall also owe the fee if the (legal) person referred to at the end of the previous section, concludes the agreement and not the other party itself. If the agreement concluded through the intermediary of the contractor is followed by a follow-up agreement within three years from the conclusion of said agreement, in which the originally transferred assets are expanded, the other party shall once again owe a fee. The fee shall then be calculated on the economic value of both the original and the follow-up agreement, less the fee already paid by the other party with respect to the original agreement.
6. The right to a fee shall also come into being if the economic result aimed for with the transaction without the other party concluding the contract, is wholly or partially realised by a relative of the other party or said natural or legal entity (legal person) instead of by the other party itself, who is closely connected to the other party socially, contractually, in terms of family law, or in any other way or who became closely connected with the other party in aforementioned manner within three years after the last assignment was awarded.

Article 6. Determining the Fee

1. In the event of provision of services relating to the transition of a company or a participating interest in any way whatsoever, the fee shall amount to:
 - 5% of the first €1,000,000 and subsequently
 - 4% of € 1,000,000 up to and including € 2,000,000 and subsequently
 - 3% of € 2,000,000 up to and including € 3,000,000 and subsequently
 - 2% of € 3,000,000 up to and including € 4,000,000 and subsequently
 - 1% of the remainder.The amounts referred to above on which the fee is calculated, concern the economic value of the transaction, exclusive of the taxes and levies going with it. The minimum fee for the contractor shall amount to € 11,500 (exclusive of VAT), unless otherwise agreed upon in writing.
2. In the event of collaboration contracts not being licensing contracts, the fee for an agreement with a minimum term of validity of five years, shall always amount to 4% of the annual amount and in the event of ten-year agreements, the fee shall always amount to 3% of the annual amount, plus VAT in both cases.
3. In the event of licensing contracts, the right to a fee shall always consist of one fifth part of all the costs and performances the licensor is entitled to, as well as an amount of € 2,500 for each licence mediated, to be paid by the licensee.

4. The costs for activities regarding the drawing up of takeover contracts, giving advice on financing and/or tax matters, the evaluation of the business plan, the completion of a feasibility study and a due diligence study and accountant activities shall not be included in the fee. The fee to be determined on the basis of the present specific terms and conditions shall be increased by aforementioned costs and shall be charged to the other party.
5. Unless otherwise explicitly agreed upon, handling costs (out-of-pocket expenses) shall be charged separately when the contract is concluded.

Article 7. Settlement of Disputes Concerning the Fee

Should a dispute arise between the contractor and the other party regarding the fee calculated pursuant to articles 5 and 6 and invoiced to the other party, the fee shall be determined by a certified public accountant to be appointed by the contractor in consultation with the other party, by means of a binding third-party ruling within eight days from the day the dispute concerned arose. Each party shall bear half of the costs of said binding third-party ruling.

Article 8. Announcements / Notifications

Announcements and/or notifications that parties will reciprocally make and give pursuant to the assignments awarded, shall always have to be in writing. Oral statements, promises and/or arrangements shall have no force of law unless they have been confirmed in writing.

The general terms and conditions of Lodder/Dales and its affiliated entities have been deposited at the court registry of the Court in Zutphen under file number 5/2007.

Upon request, copies of said general terms and conditions as well as of the specific terms and conditions for service providers of Lodder/Dales and its affiliated entities shall be made available free of charge. Copies of the applicable rules of conduct and professional code of our service providers can also be obtained at our offices. Applications can be sent to one of the secretariats of our organisation in your vicinity, or can be addressed to the company secretariat of Lodder & Co, Postbus (P.O. Box) 13, 6900 AA Zevenaar (tel.: 0316-582600; fax: 0316-582601) or by e-mail: info@lodder.com

Our general terms and conditions as well as detailed information about our provision of services can be consulted at the Lodder & Co web site: www.lodder.com