DRAFT ONLY FOR DISCUSSION PURPOSES

AGREEMENT PROVIDING FOR THE PURCHASE AND TRANSFER OF THE ACTIVITIES OF [____] B.V.

Between

[_________________]

and

[_________________]

DRAFT ONLY FOR DISCUSSION PURPOSES

AGREEMENT PROVIDING FOR THE PURCHASE AND TRANSFER OF THE ACTIVITIES OF [____] B.V.

THE UNDERSIGNED:

[**Name X**], a private limited liability company under the laws of the Netherlands, having its registered office in [____] and its principal place of business in [____], duly represented by [____], hereinafter referred to as "**Vendor**";

[**Name**], a private limited liability company under the laws of [...], having its registered office in [____] and its principal place of business in [____], duly represented by [____], hereinafter referred to as "**Purchaser**";

Parties hereinafter to separately as "**Party**" and jointly as "**Parties**"

WHEREAS:

- The Parties, hereto its authorized representatives, have negotiated on the sale, purchase, transfer and acceptance of the assets and liabilities of Vendor as set forth herein;

- Purchaser has expressed its intention to buy, have transferred and accept these assets and liabilities;

- Vendor is entitled by its shareholders to sell the assets and liabilities of Vendor to Purchaser as set forth in this agreement;

- The Parties hereto wish to lay down their legal relationship resulting from the implementation of their intentions in writing.

HAVE AGREED AS FOLLOWS:

ARTICLE 1. DUUR VAN DE ARBEIDSOVEREENKOMST

1.1. The following definitions apply in this Agreement and Appendices:

Agreement:	the present document and all terms and conditions contained therein as well as all schedules, annexes, exhibits and appendices thereto;

Appendices:	the appendices of this Agreement;
Article:	an article of this Agreement;
Business:	the business as further defined in Article 3 hereof;
Employees:	the employees of Vendor listed in Appendix [____];
Goodwill:	the goodwill related to the Business;
Purchase Price:	the purchase price to be paid by the Purchaser to the Vendor for the Business, as further specified in Article 4;
Trade Name:	the trade name "[____]"
Transfer Date:	[____] or any other date agreed upon between Parties

1.2. All schedules, exhibits, annexes and appendices hereto form an integral part of this Agreement. The definitions shall apply to the singular and plural of the terms described in article 1.1 and have the same meaning when used as plural or singular in this Agreement. Except where the context clearly requires otherwise, the terms described in article 1.1 shall have the meaning set forth therein.

1.3. The preamble ("whereas") forms an integral part of this Agreement.

ARTICLE 2. SALE AND PURCHASE

2.1. Vendor sells to Purchaser who purchases from Vendor the Business and Vendor shall transfer to Purchaser on the Transfer Date, same Purchaser shall accept from the Vendor on the Transfer Date this Business.

2.2. As of the Transfer Date the Business shall be managed entirely for the account and at the risk of Purchaser, and all profits achieved, losses incurred and risks after this date are for the account of Purchaser. Vendor shall make a sufficient provision with regard to costs relating to the period prior to the Transfer Date, that have to be paid or will be invoiced after the Transfer Date

ARTICLE 3. THE BUSINESS

3.1. The assets and liabilities sold and to be transferred include:

I. The stock as further to be specified in the document "Stock [____] as per [date]" in Appendix [____], which document is based on the information and records supplied by Vendor to Purchaser on which Purchaser has held a representative ad random stock count on [____];

II. The customer portfolio as further to be specified in Appendix [____];

III. All Vendor's rights and obligations in, to and under the agreements inter alia but not limited to the agreements with suppliers, to which Vendor is a party of by which it is bound or under which it is a beneficiary, as listed in Appendix [____];

IV. All machinery, computer and other equipment, office equipment and supplies and other tangible property as listed in Appendix [____];

V. All tangible sales and business records, product specifications, correspondence, engineering, maintenance and personnel records relating to the Business.

3.2. Other parts of the Business to be transferred are the Trade Name.

ARTICLE 4. PURCHASE PRICE AND PAYMENT

4.1. In consideration of the transfer of the Business, including the goodwill, a Purchase Price of € [____] (in words: [____] euro), will be paid by Purchaser to Vendor.

4.2. Ultimately on the Transfer Date Purchaser shall pay the Purchase Price mentioned above, amounting € [____] (in words: [____] euro) by means of (telephone) transfer to the bank account of Vendor at the [______] bank in [_________], account number [_______] in the name of Vendor.

4.3. Parties apply for an exemption of VAT according to article 31 of the Turnover Tax Act1968. In case the tax authorities nevertheless determine that this transaction will be charged with VAT, Vendor shall be entitled to charge VAT to Purchaser and Purchaser shall pay this VAT to Vendor at his earliest convenience.

ARTICLE 5. TRANSFER

5.1. Vendor shall on the Transfer Date, [____], transfer by providing the actual possession to Purchaser of the Business.

5.2. Purchaser shall give his full and unconditional co-operation in the acts referred to in this Article.

5.3. At the first request of either Party, the other Party shall give any co-operation or undertake any activity that is not referred to in the previous paragraph of this Article and which proves to be necessary for a legal transfer of the Business, and each of the Parties herewith authorizes the other Party to undertake such activities or have such activities undertaken.

5.4. If and insofar as the above-mentioned transfer of the Business has not been carried out in full after the Transfer Date, Purchaser shall exercise the rights and undertake the obligations concerned solely for and on behalf of Vendor, and also pass on every performance received immediately and solely to Vendor. Purchaser undertakes to do all that is reasonably necessary or considered useful to exercise such rights and undertake such obligations while respecting the legitimate interests of Vendor as far as possible. Vendor undertakes to pay immediately to Purchaser any amount, which Purchaser may charge Vendor in this respect.

ARTICLE 6. CONTRACTS

6.1. Subject to the other contracting party's consent to the substitution of Vendor by Purchaser, Vendor shall per the Transfer Date transfer to Purchaser and Purchaser shall per the Transfer Date accept from Vendor all rights and obligations arising out of the contracts entered into by Vendor and listed in Appendix 2 and Appendix 3, attached hereto.

6.2. Vendor shall undertake all actions necessary to obtain the consent of the other contracting party as referred to in article 6.1 hereof.

6.3. As far as the transfer of rights and obligations as referred to in article 6.1 hereof has not been completed, Vendor shall warrant and undertake that these rights and obligations shall be exercised exclusively on behalf of Purchaser. Each and every performance regarding the contracts referred to in article 6.1 hereof shall be immediately due to Purchaser by Vendor. Vendor shall warrant and undertake that Purchaser shall be authorized to act as contracting party with respect to the contracts referred to in article 6.1 hereof.

ARTICLE 7. EMPLOYEES

7.1. The Employees of Vendor will enter the employment of Purchaser as from the Transfer Date in accordance with the sections 7:662-667 of the Dutch Civil Code.

7.2. The Employees employed at Vendor are mentioned in Appendix 5, which also states their function, age, date of service entry, salary and other employment conditions. Other employees than mentioned in Appendix 5 shall not enter into the service of Purchaser.

7.3. All rights of the Employees pertaining of their employment agreements, such as holiday allowance payments and compensation for overtime, shall remain valid and the obligations pertaining thereto shall be transferred to Purchaser and Vendor shall compensate Purchaser for these obligations.

7.4. [________dissolution specific employment agreements___].

ARTICLE 8. RENTAL AGREEMENT

8.1. The rental agreement concluded between Vendor and [____], concerning the business premises of Vendor, located at ([pc]) [city], at the [street], will be terminated by Vendor and [____] as from the Transfer Date, as set forth in the agreement between Vendor and [____], which agreement is enclosed to this Agreement as Appendix 6. The costs relating to the termination of this rental agreement, as set forth in the aforementioned agreement, which costs amount to € [____] (in words: [____] euro), will be for the account of Vendor.

8.2. As from the Transfer Date a new rental agreement will be concluded between Purchaser and [____] under the conditions set forth in the (draft) rental agreement, which is enclosed to this Agreement as Appendix 7. Vendor will do its utmost ability to have this rental agreement been concluded between [____] and Purchaser ultimately on the Transfer Date.

8.3. Purchaser is entitled to suspend its obligations arising from this Agreement until Purchaser has reached an agreement with [____] concerning the rent of the business premises, located at ([pc]) [city], at the [street].

ARTICLE 9. LEASE AGREEMENTS

9.1. Vendor will do its utmost ability to have the four lease agreements, as further specified in Appendix 8 hereof, concluded between Vendor and [____] and between Vendor and [____], been taken over by Purchaser as from the Transfer Date.

9.2. Purchaser is entitled to suspend its obligations arising from this Agreement until Vendor and Purchaser have reached an agreement with [____] and [____] concerning the takeover by Purchaser of the four lease agreements mentioned in paragraph 1 hereof.

ARTICLE 10. REPRESENTATIONS AND WARRANTIES

10.1. The Parties hereto explicitly agree that the investigation conducted by Purchaser into certain aspects of the Business is sufficient with regard to the nature and size of the activities to be acquired. Purchaser has therefore fully performed its investigation obligations in the framework of the transaction described herein.

10.2. Vendor acknowledges that the representations and warranties have also formed the basis of the decision of Purchaser to enter into this Agreement. The investigation that was concluded by or on behalf of Purchaser, nor the information with respect to the Business rendered by or on behalf of Vendor shall in any way whatsoever limit, or restrict the right of Purchaser to put a claim under the representations and warranties.

10.3. Vendor has made the representations and warranties also on behalf of its legal successors.

10.4. Vendor declares to Purchaser that the statements contained in this Agreement and in particular the statements set forth in this Article, as well as any information rendered by it to Purchaser, are true, complete and not misleading at the Transfer Date.

10.5. Vendor will be liable to Purchaser for any damages resulting from breach of one or more of the representations and warranties, without limiting or precluding any other rights or remedies Purchaser may have with respect to breach of the representations and warranties.

10.6. In the event that the incorrectness or incompleteness of any statement contained in the representations and warranties was known to Vendor prior to the transfer of the

Business, the limitations of liability stated in article 10.7 shall not be applicable to Vendor anymore.

10.7. The Vendor shall be liable under this Article in respect of any claim for a breach of representations and warranties for a period of [___] (in words:___________) months following Transfer Date unless prior to the relevant dates Purchaser's notice of a claim and/or of Purchaser's intention to commence legal proceedings has been served upon the Vendor.

10.8. In the event a claim can be based on more than one representation or warranty, it is at the sole option of Purchaser to decide which representation(s) or warranty(ies) it shall invoke.

10.9. Vendor makes to the benefit of Purchaser, as of the Transfer Date the following representations and warranties.

Assets

10.10. Vendor has good and marketable title to the assets as described in Article 3.1, and each of these assets is free and clear from any and all mortgages, liens, pledges, charges, preferential claims, attachments, leases, options or other encumbrances or adverse claims. Vendor has in its possession and will transfer at the Transfer Date all of the title deeds, legal acts and other documents necessary to prove its title to the assets.

10.11. All assets owned and used by Vendor in connection with the Business are in good operating condition and are in a state of good repair and maintenance. All assets are situated at ([pc]) [city], at the [____].

10.12. There are no liabilities of Vendor of any kind whatsoever, material or otherwise, whether or not accrued, and whether or not determined or determinable in respect of which Purchaser may become liable.

Revenue

10.13. The achieved revenue of Vendor at a yearly level, as projected by Vendor, amounts to between € [____] (in words: [____] euro) and € [____] (in words: [____] euro).

Agreements

10.14. All of the duties and obligations of Vendor pursuant to agreements assigned in accordance with the terms of this Agreement, or transferred by operation of law upon the Transfer Date were created entirely at arm's length.

10.15. The performance of the Agreement will not accelerate any obligations regarding the Business nor result in a breach of contract nor cause termination of any such agreements.

Employees

10.16. Vendor will be liable for any back-service obligations of Vendor in respect of pensions on behalf of the Employees and premium payments of Vendor in respect of social insurance contributions for the Employees in existence before the Transfer Date (known and unknown).

(legal) Proceedings

10.17. The Business is not subject to any legal or other proceedings, such as, but not limited to a civil, commercial or tax nature and no such action is pending or can reasonably be foreseen. There are no claims for the return of products, or threatened claims that could result in the return of any products sold by Vendor for any reason.

Disclosure

10.18. Neither this Agreement nor any document or information furnished by Vendor, or any of its representatives, agents or advisors in connection with the transactions contemplated hereby, contains any untrue statement, or omits to state a fact necessary to make the statements contained herein or therein clear and not misleading and all information relevant to the purchase of the Business that is within the knowledge of Vendor, or of which Vendor should reasonably have been cognizant of, has been disclosed to Purchaser. There has been no event, transaction or information that has come to the attention of Vendor that has not been disclosed to Purchaser in writing that could reasonably be expected to have a material adverse effect on the Assets, Business, earnings, prospects, or condition (financial or otherwise) of the Business.

Status of Vendor; Validity of Agreement

10.19. Vendor is duly organized and validly existing as a private limited company limited by shares under the laws of the Netherlands with all requisite power to enter into the Agreement.

10.20. The execution of the Agreement by Vendor has been duly authorized in accordance with all applicable laws and regulations and with Vendor's Articles of Association and all formalities required by such laws, regulations and Articles have been complied with such as but not limited to achieving the permission of its shareholders to enter into this Agreement. The Agreement has been duly executed by Vendor and constitutes the valid and binding obligation of Vendor, enforceable in accordance with its terms.

10.21. Neither the execution of the Agreement nor the consummation of the transactions contemplated hereby by Vendor will constitute a violation of any agreement or obligation binding on Vendor nor is there pending, threatened or any basis for any action, which might jeopardize the validity of the Agreement or challenge any of the transactions contemplated hereby.

ARTICLE 11. INDEMNITY

11.1. Vendor shall be liable for and indemnify and hold Purchaser harmless against and in respect of any and all losses, costs, expenses, claims, damages, obligations and liabilities, including interest, penalties and reasonable attorneys fees and disbursements, which Purchaser may suffer, incur or become subject to arising out of, or based upon, or otherwise, in respect of:

I. any and all incomplete, incorrect or untraditional aspect of the Stock; or,

II. any inaccuracy in, or breach of any representation or warranty of Vendor, or pursuant to this Agreement, or any other agreement entered into in pursuance to this Agreement; or

III. [________________].

11.2. Purchaser shall notify Vendor of Purchaser’s claim for indemnification, specifying the basis of such claim. Purchaser shall thereupon give Vendor reasonable access to the books, records and Assets of Purchaser which allegedly evidence or support such claim, or the act, omission, or occurrence giving rise to such claim and the right, upon prior notice, during normal business hours, to interview any appropriate personnel of Purchaser involved in, or relevant to the matter.

11.3. Within 30 (in words. Thirty) days upon receipt of the notification as mentioned in Article 11.2, Vendor shall pay all amounts due pursuant to this Article to Purchaser.

ARTICLE 12. TRADE NAME

12.1. Purchaser is entitled to use [*or not to use]*, as from the Transfer Date, the name "[_________]" in connection to the activities of the Business.

12.2. Vendor is obliged to change its Trade Name ultimately within one (1) month after Transfer Date in such manner that "[__________]" or similar wording is not in any manner part of the new trade name(s) and/or company name(s).

12.3. As of the Transfer Date, Vendor and/or its affiliated and/or group companies may not use the Trade Name, either directly or indirectly, in any form whatsoever.

ARTICLE 13. CONDITIONS PRECEDENT

13.1. Purchaser is entitled to suspend its obligations arising from this Agreement until it has received the obliged permission and/or cooperation of [______________].

13.2. In case one of the aforementioned condition precedent or one of the conditions precedent mentioned in the Articles 8.3 and 9.2. have not been fulfilled at the latest two weeks after the Transfer Date, this Agreement will not come into force and [*neither Party shall be entitled to any reimbursement of costs or damages of whatever nature and/or ground*.]

ARTICLE 14. CONFIDENTIALITY AND NON-COMPETITION

14.1. Except to the extent required under any applicable laws or regulations (including any stock-exchange regulations and any other rules) or order of competent jurisdiction, the Vendor shall not, directly or indirectly, use, publicize or otherwise make available to third parties any information with respect to any confidential or secret aspect of the Business or with respect to customers, suppliers, or persons or institutions which do business with the Business, unless Parties agree otherwise.

14.2. In order to facilitate the transfer to the Purchaser of the goodwill which value is reflected in the Purchase Price the Vendor and or its (future) affiliated and or group companies and or its management board shall not, for a period of 5 (in words: five) years from the Transfer Date, directly or indirectly, without the prior written approval of the Purchaser:

I. carry on any business activities in The Netherlands which compete with or are comparable to the activities of Vendor at the Transfer Date, either for its own account, or for the account of a third party;

II. participate in, as shareholder, certificate holder, lender, partner or in any other capacity (except as investor in a stock-exchange listed fund) be employed by, provide services to or give advice to any person, company or organisation which conducts business activities as described above under (a);

III. cause or attempt to cause any employees, customers, suppliers or other persons connected with the business activities as described above under (a), to break, renegotiate, terminate or amend, in whole or in part, their contracts with the Purchaser.

ARTICLE 15. PENALTY CLAUSE

Upon the occurrence of any event which constitutes a breach of the duties set out in Article 12 and 14, Vendor will automatically forfeit to Purchaser a penalty in the amount or € [____] (in words: [____] euro) for each breach, and in addition, a penalty in the amount of € [____] (in words: [____] euro) for every day that the breach persists, without the need to serve notice upon Vendor of the need of a court order and without prejudice to Purchaser's right to recover damages in excess of the penalties.

ARTICLE 16. SEVERABILITY

In case one item or Article of this Agreement should be or become invalid, null and void or unenforceable, this does not affect the applicability, enforceability and validity of the other provisions. Parties agree, however, to replace such items or Articles soonest by new ones being valid and/or enforceable, covering as far as possible the original intentions of the Parties as to the legal and economical contents.

ARTICLE 17. WAIVER AND COSTS

Parties herewith irrevocably waive the right to seek dissolution of this Agreement after the Transfer Date. Each Party shall bear its own costs arising from or relating to the conclusion and execution of this Agreement.

ARTICLE 18. COMPLETE AGREEMENT

18.1. The contents of the Appendixes 1 up to and including 8 are an integral part of this Agreement. This Agreement may only be amended or supplemented by an instrument in writing signed by both Parties.

18.2. Titles and heading in this Agreement have only been included for reference purposes and are no part of the Agreement.

18.3. This Agreement contains all of the agreements between the Parties in relation to this present transaction, and supersedes all earlier written and oral agreements which Parties may have made.

ARTICLE 19. CHOICE OF LAW AND COURT

19.1. Dutch law is applicable to this Agreement.

19.2. All disputes that may arise from this Agreement shall be settled by the competent Court in [____].

Agrees and signed in duplicate in [____] on [____].

[Vendor]	**[Purchaser]**
____________________	____________________
[naam ondertekenaar]	[naam ondertekenaar]