

CO-OPERATION AGREEMENT

Between

[_____]

And

[_____]

CO-OPERATION AGREEMENT

The undersigned:

- 1 [____], a [____], established under the laws of [____],
having its registered office at [____], [____] hereinafter
referred to as "A", duly represented by [____];
- 2 [____], a company with limited liability established under the laws of
[____], having its registered office at [____],
[____], hereinafter referred to as "B", duly represented by
[____];

A and B hereinafter individually referred to as: the "**Party**" and collectively referred to as:
the "**Parties**";

Whereas:

- A is the [____] business provider for the [____] markets;
- B initiates, develops, constructs [____];
- the intention of the Parties by concluding this co-operation agreement is to
exchange knowledge, knowledge that each of the parties has in its own field of
expertise;
- A is prepared to provide knowledge with respect to [____] technologies to
B;
- B is prepared to provide knowledge with respect to [____] to A;
- Parties expect that the exchange of knowledge will take place by co-operating in
[____] projects;
- Parties herewith wish to lay down in writing the terms and conditions of their legal
relationship;

Have agreed as follows:

1. Co-operation and exchange of knowledge

- 1.1 During a period ending two years upon signing of this agreement, Parties will
actively and intensively work together with respect to certain [____] projects
in which B is involved.

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- 1.2 B shall make reasonable endeavours in order to involve A in the [_____] project in B's sector/ market:[_____]. Furthermore, Parties may agree to co-operate in other [_____] projects.
- 1.3 Each Party may agree that one of other Party's Affiliates will be involved in and shall implement and execute the [_____] project, provided that the Party fully guarantees towards the other Party the due performance of the obligations under this agreement by its Affilaite. If the Affiliate is already involved in a [_____] project, A will be regarded to have granted such a guarantee unless parties have agreed otherwise in writing. In that case, A [_____] B.V. / Ltd. will have equal rights and obligations that are provided to A pursuant to this agreement.
- 1.4 In the [_____] projects in which B and A are involved and that are started during the term of this agreement (these [_____] projects are hereinafter referred to as the "Experimental Projects"), B and A will exchange information. The information that will be provided to A regarding the [_____] process, is intended to enable A to further develop and improve its [_____]technology, i.e. products and services and, more in particular, to develop other [_____] to facilitate the [_____]process in [_____] projects. The [_____] technology that is and will be developed by A, will consist of several [_____] that each have specific functions.
- 1.5 The information that will be provided to B regarding [_____] technologies, is intended to enable B to use A's and other [_____] technologies, i.e. products and services and furthermore to develop a better understanding of the possibilities of such [_____] technologies in general and, more in particular, in [_____] processes.
- 1.6 A may develop [_____] , taking into account the preferences of B with respect thereto. A, however, will finally determine the contents, appearance etc. of the [_____].
- 1.7 For each of the Experimental Projects in which A will be involved, a separate agreement will be concluded, providing a further specification of the products and services required. The form of such an agreement is attached hereto as Schedule 1.6.

2 Price

B is entitled to use [_____] that are developed in or on the bases of the information obtained in one of the Experimental Projects during a certain period against a certain reduced price, as laid down in the document that is attached to this agreement as Schedule 2.

3 Intellectual Property rights

- 3.1 All intellectual property rights that relate to the [_____] , whether or not developed in Experimental Projects, including but not limited to copyrights and know how, are the property of A and A only, except for the know how that is provided by B to A in the [_____] Projects which know how may be used freely by A on a non-exclusive bases for the development of the [_____] , except when agreed otherwise in writing, and which information will remain the property of B and B only.
- 3.2 Nothing in this agreement or any agreement resulting here from will entitle a Party to the intellectual property rights of the other Party, and/or to any right of use thereof, unless explicitly agreed otherwise in writing.

4 Confidentiality and secrecy

Parties undertake that they will not at any time disclose or use for any purpose whatsoever any confidential information concerning this agreement or any agreement resulting here from, or any other document and information provided pursuant this agreement or any agreement resulting here from, or concerning the business and affairs, products and services of the Parties, except:

- (a) to the extent required by law or any competent authority;
- (b) to their professional advisers subject to a duty of confidentiality and only to the extent necessary for any lawful purpose; and
- (c) to the extent that at the date hereof or hereafter such information is or shall become public knowledge otherwise than through improper disclosure by any of the Parties.

5 Entire Agreement

This agreement (including the documents referred to in it) constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, that

relate to the subject matter. The Parties regard the Stock Purchase Agreement that will be or has been concluded between them as a separate agreement, not related to this agreement. The Stock Purchase Agreement and the documents delivered pursuant thereto or contemplated thereby does not have any effect on, or apply to this agreement or the performance of the obligations pursuant hereto.

6 Succession and Assignment

This agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign either this agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Party unless explicitly agreed otherwise in writing.

7 Notices

All notices and other communications under this Agreement shall be in writing and shall be deemed given (i) when delivered by hand or mail, (ii) when transmitted by prepaid cable, telecopier with confirmation of receipt and e-mail with confirmation of receipt; provided that a copy is sent at about the same time by registered or certified mail, return receipt requested, or (iii) five days after being sent by express mail or other express delivery service, to the addressee at the following addresses, telecopier numbers or e-mail addresses (or to such other address, telecopier number or e-mail address as a party may specify from time to time by notice hereunder):

If to A:

[_____]

Telephone: +[_____]

Facsimile: +[_____]

E-mail: [_____]@[____].[____]

If to B:

[_____]

Telephone: +[_____]

Facsimile: +[_____]

E-mail: [_____]@[____].[____]

8 Amendments and Waivers

No amendment of any provision of this agreement shall be valid unless the same shall be in writing and signed by both Parties. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant under this agreement, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant under this agreement or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

9 Severability

Any term or provision of this agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions of it or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

10 Expenses

Each Party will bear their own costs and expenses (including legal fees and expenses) incurred in connection with this agreement and the transactions contemplated by it.

11 Incorporation of Schedules

The Schedules identified in this agreement are incorporated by reference and made a part of this agreement.

12 Waiver to Terminate

Each of the parties hereto, as from the Closing, waives its right to dissolve this agreement under article 265 of Book 6 of the Dutch Civil Code.

13 Governing law and competent court

13.1 This agreement is construed in accordance with and shall in all respects be governed by the laws of the Netherlands.

13.2 Any disputes arising from or in connection with this agreement or any further agreements resulting therefrom shall be brought exclusively before the competent Court of [_____], the Netherlands.

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Thus agreed and signed in two original copies at [_____] on [_____] ,

A.

Duly represented by:

B.

Duly represented by: