

SERVICES AGREEMENT

THIS SERVICES AGREEMENT, hereinafter referred to as the "Transition Services Agreement", is made on the [♦] day of [♦] 20__

BETWEEN:

1. [____], a limited liability company incorporated in the Netherlands and having its registered offices at [____], (the "[____]"), and
2. [____], a limited liability company ("*besloten vennootschap met beperkte aansprakelijkheid*") incorporated in the Netherlands and having its registered offices at [____] ("**Service provider**"),

(the parties under 1 through 2 hereinafter jointly "**Parties**" and each a "**Party**")

WHEREAS:

- A. The [____] requires the use of certain services related to the Business, as defined in [____], for a certain period of time;
- B. The [____] are willing to render these services to [____] under the terms and conditions set out in this Transition Services Agreement;

NOW IT IS HEREBY AGREED AS FOLLOWS:

1 EXTENT OF SERVICES

- 1.1 The Services to be provided under this Services Agreement are listed in Attachment A to this Agreement.
- 1.2 The services listed in this clause, are services that [____] shall provide to the [____] to secure the [____].

2 SERVICE FEE

- 2.1 [____] shall pay the [____] for their services [____] out of pocket cost according Attachment A.

- 2.2 The Serviceprovider shall provide [_____] an invoice no later than 10 (ten) days after each month setting forth the Services to be provided and the Services Fees to be incurred during such month.

3 TERM AND TERMINATION

- 3.1 This Services Agreement shall become effective as of the [_____] and shall end according Attachment A. This period can only be extended by mutual agreement, upon request of the Purchaser.
- 3.2 This Transition Services Agreement may be partially or entirely terminated at any time by:
- a) the Parties by mutual written consent;
 - b) [_____]

4 INDEMNITY

- 4.1 The [_____] shall comply with and shall procure that [_____] shall comply with any applicable law, rule, regulation, order, decree, injunction, notice, approval or judgment of any supranational, national, federal, state, provincial or local government or governmental department, agency, or board and the terms of any such permit or license in the use of the Services and shall indemnify the [_____] without limitation, in respect of liabilities (absolute or not) for the [_____] caused on account of the [_____] non-compliance with the obligation undertaken in this Clause. [To be discussed].

5 MISCELLANEOUS

5.1 Assignment

The Purchaser shall not be permitted to assign rights and obligations of the Purchaser under this Transition Services Agreement without the prior written consent of the other party.

5.2 Notices

Any notice, or other communication to be given hereunder shall be in writing and shall be deemed to have been given when actually received. Any such notice or other communication may be given by mail, express package service or telefax, and shall be address, with receipt confirmed, as follows:

[name and address]

[name and address]

5.3 Entire Agreement

The Schedules are incorporated herein by reference and form an essential and integral part of this Transition Services Agreement. This Transition Services Agreement shall not be modified or amended except by written agreement of the parties.

5.4 No Waiver

No delay or failure of a party to exercise, and no partial exercise of, any right, power or privilege shall constitute a waiver thereof. [To be discussed].

5.5 Severability

In the event that any provision of this Transition Services Agreement shall be held invalid, illegal or unenforceable under applicable law, the remainder of this Transition Services Agreement shall remain valid and enforceable, and the parties shall replace such provision with one that is valid and enforceable and most closely approximates the parties' intent and economic benefits to be derived from the invalid provision.

5.6 Governing Law and Jurisdiction

This Transition Services Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

The Courts of Amsterdam, the Netherlands have exclusive jurisdiction to hear and decide any action or proceedings which may arise in connection with this Transition Services Agreement and, for this purpose, each Party irrevocably submits to the jurisdiction of the Courts of Amsterdam, the Netherlands subject to appeal to the competent Court of Appeal and the Supreme Court of the Netherlands

THUS agreed and signed in duplicate in Amsterdam on [date].
