

**GENERAL TERMS AND CONDITIONS
FOR THE PROVISION OF SERVICES AND
THE DELIVERY OF GOODS
August 21, 2009**

Of: ProVerde - Trade Strategies, with statutory seat in Bommel, The Netherlands at Leidijk 88 (6681TP), Chamber of Commerce number 30183612.

Hereinafter to be referred to as: user

Article 1 Definitions

1. In the present general terms and conditions, the following terms are used in the sense given below, unless explicitly indicated otherwise.
User: ProVerde - Trade Strategies, the user of the general terms and conditions. *Client:* user's opposite party. *Agreement:* the agreement concerning the provision of services.

Article 2 General

1. The present terms and conditions shall apply to each and every offer, tender and agreement between user and a client, to which user has declared the present terms and conditions applicable, insofar as parties have not explicitly deviated from the present terms and conditions in writing.
2. The present terms and conditions shall also apply to all agreements with user, the execution of which calls for the services of third parties.
3. Possible deviations from the present general terms and conditions shall only be valid provided they have been explicitly agreed upon in writing.
4. The applicability of client's possible purchase or other conditions is explicitly rejected.
5. If one or more stipulations in the present general terms and conditions should be null and void or declared null and void, then the other stipulations of the present general terms and conditions shall remain fully applicable. The case ensuing, user and client shall enter into negotiations to agree upon new stipulations replacing the null and void conditions, or, as the case may be, the conditions declared null and void, whereby the purpose and the meaning of the original conditions shall be heeded as far as possible.

Article 3 Offers and Tenders

1. All offers shall be free of obligation unless the offer contains an acceptance term.
2. The offers made by user shall be free of obligation; they shall be valid for a period of 30 days, unless indicated otherwise. User shall only be bound by the offers if the acceptance thereof is confirmed in writing by the opposite party within 30 days, unless indicated otherwise.
3. The prices given in above-mentioned offers and tenders shall be exclusive of VAT and other government levies, as well as of the other expenses to be possibly made within the scope of the agreement, including shipment and administration costs, unless user indicates otherwise.
4. If the acceptance deviates (on secondary items) from the offer given, user shall not be bound by it. The agreement shall in such event not be concluded in accordance with said deviating acceptance, unless user indicates otherwise. If user agrees with the deviating acceptance, user is entitled to change the price agreed upon with reasonableness and fairness.
5. A compound quotation shall not oblige user to execute part of the assignment against a corresponding part of the given quotation.
6. Offers and tenders shall not apply automatically to future assignments.

Article 4 Execution of the Agreement

1. User shall execute the agreement to the best of his knowledge and ability.
2. If and in so far required for the proper execution of the agreement, user shall have the right to have certain work done by third parties.
3. The client shall see to it that user shall be provided in due time with all data which user has said to be necessary or which the client must in all reasonableness understand to be necessary to the execution of the agreement. If user has not been provided in due time with the data necessary to the execution of the agreement, user shall have the right to suspend the execution of the agreement and/or to charge the client for the additional costs resulting from the delay at the generally accepted rates.
4. User shall not be liable for damage of whatever nature caused by the fact that user worked on the basis of incorrect and/or incomplete data provided by the client, unless user should have been aware of said incorrectness or incompleteness.
5. Client shall safeguard user against possible claims filed by third parties who may sustain damage attributable to client in connection with the execution of the agreement.

Article 5 Changes to the agreement

1. If it is shown during the execution of the agreement that the work to be done needs to be changed and supplemented in order to ensure its proper execution, parties shall adapt the agreement accordingly in due time and in mutual consultations.
2. If parties agree that the agreement needs to be changed or supplemented, this decision may influence the time of completion of the execution. User shall inform the client thereof as soon as possible.
3. Should the change or supplement to the agreement have any financial and/or qualitative consequences, user shall inform client thereof in advance.
4. If a fixed fee has been agreed upon then user shall indicate the degree to which the change or supplement to the agreement will result in an increase of said fee.

5. Contrary to the conditions of paragraph 3, user shall not be able to charge additional costs if the change or supplement is the result of circumstances attributable to user.

Article 6 Duration of the Contract; Term of Execution

1. The agreement between user and a client shall be entered into for an indefinite period of time, unless the nature of the agreement dictates otherwise or if parties have explicitly agreed otherwise in writing.
2. If a term has been agreed to complete certain work within the term of the agreement, then this term shall never be a term to be observed on penalty of forfeiture of rights. If the term of execution is exceeded, the client must consequently declare user in default in writing.

Article 7 Fee

1. Parties can agree upon a fixed fee the moment the agreement is concluded.
2. If no fixed fee has been agreed upon, the fee shall be determined on the basis of the number of hours/days actually spent on the work. The fee shall be calculated in accordance with user's usual hourly/daily rates, valid for the period in which the work is being done, unless a deviating hourly/daily rate has been agreed upon.
3. The fee and a possible cost estimate shall be exclusive of VAT.
4. User shall furthermore be able to increase the fee when it is shown during the execution of the work that the volume of work initially agreed upon or expected when the contract was concluded, was underestimated to such a degree, and this through no fault of the user, that user cannot be expected in reasonableness to do the work agreed upon for the fee initially agreed upon. In that case, user shall notify the client of his intention to increase the fee or the hourly rate, whereby user shall communicate the volume of said increase and the date on which it shall take effect.

Article 8 Payment

1. Payment must be made within 14 days from the date of invoice, in a way to be indicated by user and in the currency in which the statement of expenses was drawn up. Contestation of the amount of the statements of expenses shall not suspend the fulfilment of the payment obligation.
2. An invoice has only been paid if user has received the amount in full. In case of part-payment by a foreign client, an invoice has only been paid if user has received a Withholding Tax Certificate for the part that has not been paid.
3. If a foreign client obtains a 'Withholding Tax Certificate' on the basis of an invoice, user is proprietor from the moment of delivery of that Withholding Tax Certificate to client. Client must hand over or get handed over the Withholding Tax Certificate as soon as possible to user.
4. If client fails to fulfil his payment obligation within the term of 14 days, then client shall be in default by operation of law. In that event, client shall owe an interest of 1% per month. The interest on the amount due and payable shall be calculated as from the day the client is in default until the moment he has paid the amount in full.
5. User's claims against client shall become due on demand in the event that client's company is wound up, attached, declared bankrupt, or if a suspension of payment is granted.

Article 9 Inspection & Complaints

1. The client must notify user in writing of complaints about the work done by user within 8 days following their detection, but no later than within 14 days following completion of the work concerned. The notice of default must give as detailed a description as possible of the shortcoming, so that user is in a position to respond adequately.
2. If a complaint proves to be well-founded, user shall yet do the work as agreed upon, unless such has become demonstrably useless in the meantime to the client. The client must notify user in writing if the latter is the case.
3. If it is no longer possible or useful to still do the work with respect to the provision of services agreed upon, user shall only be liable within the limits of article 11 of these general terms and conditions.

Article 10 Cancellation

1. Both parties shall be entitled to cancel the agreement at all times.
2. If the agreement is terminated prematurely by client, user shall be entitled to compensation of the loss of capacity utilisation to be demonstrated caused by said premature termination, unless the termination is based on facts and circumstances which can be attributed to user. Client shall furthermore be held in that event to pay the statement of expenses for the work done up till that moment. The preliminary results of the work done up till that moment shall therefore be put at client's disposal subject to approval.
3. If the agreement is terminated prematurely by user, user shall see to it in conjunction with client that the work still to be done be transferred to third parties, unless the termination is based on facts and circumstances which can be attributed to client.

Article 11 Suspension and Dissolution

1. User shall be authorised to suspend the fulfilment of the obligations under the agreement or to dissolve the agreement, in the event that: a) client does not fulfil or does not fully fulfil his obligations resulting from the agreement; b) after the agreement has been concluded, user learns of circumstances giving good ground to fear that the client will not fulfil his obligations; c) client was asked to furnish security to guarantee the fulfilment of his obligations resulting from the agreement when the contract was concluded and that this security is not provided or insufficient.
2. User shall furthermore be authorised to dissolve the agreement (have the agreement dissolved) if circumstances arise of such a nature that fulfilment of the obligations becomes impossible or can no longer be demanded in accordance with the requirements of reasonableness and fairness, or if other

circumstances arise of such a nature that the unaltered maintenance of the agreement can no longer be demanded in all reasonableness.

3. If the agreement is dissolved, the user's claims against the client shall be forthwith due and payable. If user suspends fulfilment of his obligations, he shall retain his rights under the law and the agreement.

4. User shall always retain the right to claim damages.

Article 12 Liability

1. Should user be liable, then said liability shall be limited to the stipulations of the present condition. The liability of user towards the client is always limited to the damage that is the typical and foreseeable consequence of the shortcoming in the fulfilment of user. User is never liable for any indirect damage of the client, including consequential damage, loss of profit, lost savings, company damage, loss of goodwill, loss of orders, stagnation or delay of the production process, damage to other goods than the goods delivered by user, lesion damage and damage of third parties.

2. If user is liable for direct damage, then said liability shall be limited to a maximum of once the amount of the statement of expenses, at any rate that part of the assignment to which the liability relates. User's liability shall at all times be limited to a maximum equalling the amount of the payment to be made by user's insurer in the occurring event.

3. Direct damage shall be understood to be exclusively: a) the reasonable costs incurred to establish the cause and the volume of the damage, in so far said establishment relates to damage in the sense of the present terms and conditions; b) the reasonable costs possibly incurred to have user's faulty performance meet the conditions of the agreement, unless such faulty performance cannot be attributed to user; c) the reasonable costs incurred to prevent or limit the damage, in so far client demonstrates that said costs have led to the limitation of direct damage as meant in the present general terms and conditions.

4. The limitations of liability for direct damage contained in the present terms and conditions shall not apply if the damage is due to intentional act or omission or gross negligence on the part of user.

5. User is not liable for damage of the client, if the client has not acted in the way described in article 9 under 1 of these general terms en conditions. User is also not liable for damage of the client if the client has not given user the opportunity to correct the complaint and/or repair the damage suffered by the client.

Article 13 Safeguarding

1. The client shall safeguard user against claims filed by third parties concerning intellectual property rights on material or data provided by the client, which shall be used for and during the execution of the agreement.

Article 14 Force Majeure

1. Parties shall not be held to fulfil any of their obligations if they are hindered to do so due to a circumstance through no fault of their own and which cannot be attributed to them by virtue of law, a legal action or generally accepted practice.

2. In addition to the provisions of the law and the judge-made law in this respect, force majeure shall in the present general terms and conditions furthermore be understood to be any external circumstance, be it envisaged or not, on which user cannot have any influence but which prevents user from fulfilling his obligations.

3. User shall also be entitled to invoke force majeure if the circumstance rendering (further) fulfilment of the obligation(s) impossible, commences after the point in time on which user should have fulfilled his obligation.

4. Throughout the duration of the circumstances of force majeure, parties shall be entitled to suspend the fulfilment of their obligations. If this period lasts for more than two months, either of the parties shall be entitled to dissolve the agreement without any obligation to pay the opposite party damages.

5. Insofar user has already partially fulfilled his obligations resulting from the agreement at the moment the circumstance of force majeure commenced or shall be able to fulfil them and insofar separate value can be attributed to the part already fulfilled or still to be fulfilled respectively, user shall be entitled to submit a separate statement of expenses of the part already fulfilled or still to be fulfilled respectively. The client shall be held to pay this statement of expenses as if it were a separate agreement.

Article 15 Secrecy

1. Both parties shall be bound to secrecy of all confidential information they have received within the scope of their agreement from each other or from another source. Information shall be considered to be confidential if the other party has indicated so or if the confidential character results from the nature of the information.

2. If a statutory provision or a judicial decision compels user to convey confidential information to third parties designated by law or by the court and user cannot for that purpose invoke a legal right to refuse to give evidence or such a right acknowledged or allowed by the competent court, user shall not be held to pay damages or compensation and the opposite party shall not be entitled to demand the dissolution of the agreement on the ground of any damage resulting from said circumstance.

Article 16 Intellectual Property and Copyrights

1. Without prejudice to the other stipulations of the present general terms and conditions, user shall reserve the rights and authorities to which user is entitled under the Copyright Act.

2. User is not liable for changes in written, electronic and/or digital documents which are drafted by user, if the changes are made by client or by third parties to whom client supplied these documents authorized or unauthorized.

3. User shall reserve the right to use the knowledge gained due to the execution of the work for other purposes, in so far no confidential information shall be brought to the notice of third parties when doing so.

Article 17 Disputes

1. The Court in 's Gravenhage shall have exclusive jurisdiction to hear actions, unless the District Court in Leiden is the competent Court. Parties shall nevertheless be entitled to submit the dispute to the Court deemed competent by the law.

2. Parties shall only refer the matter to the court if they have done their utmost to solve the dispute in mutual consultations.

Article 18 Applicable Law

1. Dutch law shall apply to each and every agreement between user and the client.

Article 19 Changes to the Terms and Conditions, interpretation and their Location

1. The present terms and conditions have been filed at the office of the Chamber of Commerce in Arnhem, the Netherlands.

2. The Dutch version of these general terms and conditions prevails at all time in case of disputes with regard to the interpretation and purpose of these terms and conditions.

3. The most recently filed version shall always apply, or, as the case may be, the version valid at the time the agreement was concluded.

4. In case of following agreements, these general terms and conditions will also apply. If the general terms and conditions are changed between times, the changed version applies.