

CONSULTANCY AGREEMENT

Parties:

and

TeSo, whose registered office is at St Jozefstraat 75 A, 6245 LL , Eijsden , Chamber of Commerce number 62038117, duly represented in this matter by DFPM Peek, hereinafter referred to as: '**Consultant**'.

Consider the following:

- the Client has given the Consultant the assignment formulated in Appendix 1 to this agreement
- the Consultant has accepted the aforementioned assignment
- the parties have laid down the specifics about this in this assignment
- the parties only wish to contract with each other on the basis of an agreement for services within the meaning of article 7:400 et seq. Dutch Civil Code
- the parties explicitly do not intend to enter into an employment contract within the meaning of article 7:610 et seq. Dutch Civil Code
- the Consultant is self-employed at his own expense and risk
- the parties choose, where appropriate, to not apply the fictitious employment relationship of homeworkers or equivalent persons as referred to in Articles 2b and 2c Dutch Wage Tax Implementation Decree 1965 and Articles 1 and 5 of the Dutch Decree designating cases in which employment is regarded as employment (Decree of 24 December 1986, Stb 1986, 655), and to this end draw up and sign this Agreement before payment is made

Have agreed:

Article 1 - The assignment

1. The Client hereby grants the Consultant the assignment described in Appendix 1. The Client guarantees the correctness and completeness of the powers and information provided to the Consultant with regard to this assignment. All damage that arises because the Client has not delivered information on time, not correctly or not completely, is at the expense and risk of the Client.
2. The Consultant accepts the aforementioned assignment and therefore accepts full responsibility for the correct execution of the agreed upon work.

Article 2 - Execution of the assignment

1. The Consultant will make every effort to execute the assignment to the best of his ability and guarantees that the agreements laid down in the assignment will be fulfilled in a timely and complete manner, all this in accordance with the law and custom and with due observance of the care of a good Consultant on the basis of article 7:401 Dutch Civil Code.
2. If at any time the Consultant foresees that the obligations arising from the assignment cannot be fulfilled, or cannot be fulfilled on time or properly, the Consultant must immediately inform the Client of this.

Article 3 - Outsourcing to third parties

1. The Consultant is not entitled to (partially) outsource the assignment to third parties.

Article 4 - Liability of several Consultants

1. The Consultant consists of 1 person and carries out the assignment alone.

Article 5 - Independent and free replacement

1. The Consultant is free to have himself replaced by someone else during the work. Prior to the replacement, the Consultant will notify the Client who will carry out the assignment on his behalf. The Client does not have the right to refuse the replacement(s), other than on the basis of objective qualifications.
2. If the Consultant is unable to execute this agreement himself, the Consultant will immediately inform the Client accordingly. In the event of vacation or other absence, the Consultant will timely notify the Client of his absence.
3. Prior to accepting the assignment, the Consultant and the Client jointly formulate the objective qualifications that the Consultant and any replacement(s) must meet. The objective qualifications are attached as Appendix 2 to this Agreement.
4. During the replacement, the Consultant remains responsible for the quality of the work and will comply with the agreements made.
5. The Consultant organizes his activities independently. However, insofar as this is necessary for the execution of the assignment, coordination with the Client will take place in the event of collaboration with others, so that this will proceed optimally. If necessary for the work, the Consultant will take into account the working hours of the Client.
6. The Consultant is completely independent in the execution of the agreed upon work. He performs the agreed activities at his own discretion and without supervision or guidance from the Client. The Client can give directions and instructions regarding the result of the assignment.
7. The Client expressly agrees that the Consultant also executes work for other Clients.

Article 6 - Term

1. This agreement takes effect on _____.
2. The agreement is entered into for the duration of Twelve months with a notice period of 1 month(s).
3. The Client ensures that the Consultant can actually execute his activities under the agreement. In the event that the Client fails to do so in any way, the risk lies with the Client.
4. The parties are entitled to terminate this agreement with immediate effect and/or to suspend their obligations under this agreement with immediate effect, if there is an urgent reason to do so that justifies this measure. According to the parties, this is in any case the case if the other party:
 - a. has been declared bankrupt;
 - b. (provisional) moratorium is granted;
 - c. has shut down or is winding up his business;
 - d. despite summons, does not (sufficiently) fulfill the obligations under this agreement, or there are reasonable grounds to believe that the other party will not fulfill these obligations;
 - e. is guilty of fraud, acts contrary to the law and / or regulations, or improper behavior on the basis of which the other party cannot reasonably be expected to continue this agreement;
 - f. dies.

Article 7 - Payment, compensation and invoicing

1. The Client pays the Consultant € 150 per hour excluding VAT.
2. Expenses that are not included in this agreement are not eligible for reimbursement unless they have been approved in advance in writing by the Client.
3. The Consultant will send an invoice or have it sent to the Client for the work executed. The invoice will meet the legal requirements.
4. The Client pays the invoiced amount to the Consultant within 30 days after receipt of the invoice.

Article 8 - Termination of the agreement

1. The Client can terminate the agreement at any time on the basis of Article 7:408 paragraph 1 of the Dutch Civil Code.

Article 9 - Duty of confidentiality

1. The Consultant will keep confidential any information he receives (in whatever form) from the Client.
2. The same applies to all other information concerning the Client of which he knows or can reasonably suspect that it is secret or confidential, or of which he can expect that its dissemination could cause damage.
3. The Consultant will take all necessary measures to ensure that he keeps the information referred to in paragraphs 1 and 2 of this article confidential.
4. The duty of confidentiality described in this article does not apply to information:
 - which was already public before the Consultant learned of this information or which later became public without this being the result of a breach of the Consultant's duty of confidentiality.
 - which is made public by the Consultant on the basis of a legal obligation.
5. In the event of a violation of Article 10 or the duty of confidentiality included in this article, the Consultant will owe the Client an immediately payable fixed fine of € 5,000 per violation and of € 250 for each day that the Consultant is in violation, without prejudice to the Client's authority to claim full compensation.
6. The duty of confidentiality described in this article applies for the duration of the underlying agreement and for a period of 3 years after its expiry.

Article 10 - Properties of the Client

1. The Consultant is obliged to observe the care of a good Consultant when using the properties of the Client, which have been made available to the Consultant in the context of the execution of the assignment.
2. After execution of each assignment, the Consultant is obliged to immediately make available to the Client all goods of - or for the benefit of - the Client that the Consultant has in his possession at that time.

Article 11 - Intellectual property and rights

1. The Client retains all intellectual property rights (not limited to copyright, patent law, trademark law, drawing and model law, etc.) on all designs, drawings, writings, carriers with data or other information, quotations, images, sketches, models, scale models, etc. that have been made available to the Consultant by the Client, unless the parties have agreed otherwise in writing.
2. The Consultant may not copy the said intellectual property rights or have them copied, show them to third parties and / or make them available or use them in any other way without prior written permission from the Client.

Article 12 - Copyright

1. Copyright is the exclusive right of the creator of a work of literature, science or art, or of his successors in title, to publish and reproduce it, subject to the restrictions set by law.
2. An infringement of copyright in the work is considered to be the reproduction or publication of any separate work included therein, to which copyright exists, by anyone other than the maker thereof or his successors in title.
3. If such a separate work has not been made public in advance, unless the parties have agreed otherwise, the reproduction or disclosure of that separate work by the maker thereof or his successors in title will be regarded as an infringement of the copyright of the work. work is mentioned, of which it is a part.

Article 13 - Relationship clause

1. No relationship clause applies to this consultancy agreement.

Article 14 - Liability

1. If the Consultant should be liable, this liability is limited to what is regulated in this Article.
2. The Consultant has taken out a professional liability insurance.
3. The liability of a party is limited to those cases in which there is intent and / or gross negligence on the part of the party concerned.
4. Barring intent and/or gross negligence, a party's liability is limited to the amount paid out by its liability insurance, plus its own risk. If no payment is made and a party would still be obliged to compensate damage, this is limited to a maximum of € _____.
5. If the Consultant is not responsible for damage caused by a specific hazard during the execution of the work and the realization of the hazard, the Client will owe compensation to the Consultant.
6. If the Consultant had signed the agreement as an entrepreneur, the damage suffered will only apply if the risk is not one of the normal risks associated with that profession or business.
7. Even if the Consultant had not concluded the contract for services in his profession or company, but he does receive payment and the risk has been taken into account, the Client is not liable.
8. Damage is exclusively understood to mean damage to goods and direct financial loss.
9. The Consultant is never liable for indirect damage, including consequential damage, lost profit, missed savings and damage due to business interruption.
10. The Consultant does not guarantee the correct and complete transmission of the content of an e-mail sent, nor the timely receipt thereof.
11. The Client indemnifies the Consultant against claims from third parties with regard to intellectual property rights on materials or data provided by the Client that are used in the execution of the agreement.
12. If the Client provides the Consultant with information carriers, electronic files or software, etc., the Client indemnifies the Consultant against damage caused by viruses and defects.
13. The Client indemnifies the Consultant against claims from third parties due to damage caused by the Client having provided the Consultant with incorrect or incomplete information.
14. The Client indemnifies the Consultant against all claims from third parties - including shareholders, directors, supervisory directors and staff of the Client, as well as affiliated legal entities and companies and others involved in the organization of the Client - that arise from or are related to the activities of the Consultant under this agreement for the benefit of the Client.
The Client also indemnifies the Consultant against claims from third parties in which the Consultant is regarded as a co-perpetrator of the Client.
15. Failure by the Consultant to inform or to inform timely the Client regarding matters relating to the execution of the agreement will not constitute grounds for assuming intent and/or gross negligence on the part of the Consultant.
16. TeSo can never be held for liability or accountability at any point in time regarding loss of income , loss of money because of products which are not sold etc.

Article 15 - Consequences of nullity or voidability

1. If part of the agreement is void or voidable, this will not affect the other provisions in the agreement. A provision that is void or voidable will in that case be replaced by a provision that comes closest to what the parties had in mind on that point when concluding the agreement.

Article 16 - Online signature

1. If the Parties use the online signature service for this electronic contract that has been drawn up on the Rocket Lawyer platform, they thereby declare that this contract is the original version and that the contract legally binds the Parties. Parties will receive an e-mail as soon as all Parties have signed this contract, which proves that this contract has been validly concluded.

Article 17 - General terms and conditions

1. The general terms and conditions of the Consultant apply to this agreement.

Article 18 - Final provisions

1. This contract contains all agreements made between the parties about the assignment and replaces any previously made agreements about this. Changes and / or additions to this contract are only valid if agreed in writing.
2. This contract is exclusively governed by Dutch law. Disputes arising from this contract must be submitted to the competent court of the Consultant's place of business.

Appendix

1 - Description of the assignment

Signed:

On behalf of the Consultant

DFPM Peek

On behalf of the Client

Appendix 1 - Description of the assignment

The Client issues to the Consultant the following assignment:

Telemedicine consultancy services in healthcare

