

GENERAL TERMS OF SERVICE AGREEMENT

The following Terms of Service of Dutch TeraHertz Inspection Services B.V. (Dutch TeraHertz), is effective 1 November 2015



1. SERVICES PROVIDED

Dutch TeraHertz is prepared to provide professional services to Clients, based upon a signed proposition.

2. CALCULATION OF FEES AND OTHER CHARGES

- a. Fixed prices for professional services are precalculated on the time spent by Dutch TeraHertz associates and staff attending to said services.
- b. Fees for additional professional services are calculated on the time spent by Dutch TeraHertz associates and staff attending to said services, multiplied by the relevant hourly rate. Time is costed by reference to 30 minute units. The hourly rate is applied to all work done on Client's behalf, including making telephone calls, writing letters, researching the laws, negotiating with partners, and preparing documents. The average hourly rate (if applicable in the agreement) for Dutch TeraHertz's professional service is stated in the proposition.
- c. Before any bill is sent to Client, the Dutch TeraHertz's Project Manager responsible for the matter will review it to ensure that fees and other charges are appropriate.

3. BILLING ARRANGEMENTS

- a. Billing occurs according to the payment conditions described in the proposal with the description of work performed and good delivered.
- b. Bills are payable within 10 days of the date of invoice.

4. NON-PAYMENT

If Client does not pay a bill sent by Dutch TeraHertz or complies with a request for payment in advance within 30 days after the invoice is sent or the request is made, Dutch TeraHertz may immediately stop acting for Client.

Invoices expenses (including legal actions) in order to retrieve due payment has to paid by Client.

5. REQUEST FOR FEE DETAILS & REMAINING WORK ESTIMATE

Dutch TeraHertz will provide upon request the itemized details of the work, fees and costs incurred so far and an estimate of the work, fees and costs payable to complete the matter.

6. TERMINATION BY CLIENT

Client may terminate agreements by giving Dutch TeraHertz a written notice at any time and will be liable for all work fees incurred up to that time. If Client does not provide such a notice, it will be obliged to pay all fees for work done and for other charges incurred.

7. TERMINATION BY DUTCH TERAHERTZ

Dutch TeraHertz may terminate this agreement and stop acting for Client if:

- i. Client does not comply with this Agreement;
- ii. Dutch TeraHertz forms the opinion, on reasonable grounds, that mutual confidence and trust do not exist between both parties; or
- iii. Dutch TeraHertz believes on reasonable grounds that, by continuing to act for Client, it may breach the professional conduct rules which are binding upon professionals in the industry.

8. OWNERSHIP OF RESULTS

As to ownership of the results, and potential intellectual property rights (IP) thereto, every proposition includes an agreement section about that matter attached to the proposition.

9. LIABILITIES

Dutch TerraHertz is performing inspection services according to high standards. Expected findings through THz inspection may differ as a function of the transparency properties for Thz radiation of the inspected material. As a rule Dutch TeraHertz is not responsible for the properties of the inspected object.

Dutch TeraHertz Inspection Services B.V.
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