

# RADICALLY OPEN SECURITY B.V.

## SECURITY CONSULTING AGREEMENT

**Radically Open Security B.V.**, located at Overdiemerweg 28, 1111 PP, Diemen, represented by Melanie Rieback ("**ROS**");

AND

Peter Pan, with address at Cloud 9, 1234 XX, Treehouse City, Neverland (the "**Consultant**");

WHEREAS:

- A. ROS wants to battle the pirates.
- B. ROS has asked the Consultant to assist with this.
- C. The Consultant is willing and able to perform the activities mentioned hereafter.
- D. ROS and the Consultant have no intention whatsoever to agree upon an employment agreement and this agreement is only drafted to enable the Consultant to perform incidental activities for ROS. ROS and the Consultant explicitly confirm that this agreement does not qualify as an employment agreement. The Consultant is free to perform work for other parties, and in fact does so on a regular basis.

### AGREE AS FOLLOWS

- 1. ROS and the Consultant explicitly do not intend to enter into an employment agreement (in Dutch: "*arbeidsovereenkomst*") as in Article 7:610 Burgerlijk Wetboek. The Consultant guarantees he shall never claim an employment agreement exists.
- 2. ROS instructs (in Dutch: "*wijst aan*"; not "*instrueert*") the Consultant – and the Consultant agrees to perform the following activities (the "**Activities**"):
  - Taunting Captain Hook
  - Feeding crocodiles
  - Flying to and fro ('to' and 'fro' to be specified at takeoff)
- 3. The Consultant will perform the Activities from August 15, 2016 up to and including September 15, 2016.
- 4. The Consultant is working at his or her own risk (in Dutch: "*voor eigen rekening en risico*"). The Consultant is free to perform the Activities at his or her own discretion (in Dutch: "*naar eigen*").

*inzicht*") and independently. The Consultant will use his own resources and tools to perform the Activities for ROS.

5. ROS will pay the Consultant for a 30-hour engagement: € 50 per hour excluding VAT, therefore totaling € 1500 excluding VAT. It will do so after ROS has been paid for the assignment in the context of which the Activities took place and has received an invoice from the Consultant. The Consultant will send an invoice within 14 days after the end of each calendar month for the Activities performed during that month.

ROS will then pay the agreed amount within 30 days of receipt of the invoice. ROS will also pay reasonable travel expenses of the Consultant, to the extent that ROS has given prior written approval for such costs and the Consultant provides ROS with an invoice or other documentation for these expenses. ROS will not reimburse any other costs the Consultant incurs in the course of the Activities, unless ROS has given prior written approval for such costs. For the avoidance of doubt, ROS shall pay no wages (in Dutch: "*salaris*") to the Consultant and therefore, ROS shall not provide payslips to the Consultant, nor pay to the Consultant any money or allowance in the event of a holiday or illness of the Consultant.

6. If during the course of the Activities, there is a risk that the scope of the assignment is bigger than expected, the Consultant will let ROS know without delay.
7. The Consultant transfers to ROS all intellectual property rights created as a result of the Activities. To the extent that it is not possible to transfer these rights, he or she grants to ROS a perpetual, exclusive transferable, sub-licensable, world-wide license to such rights, and agrees to co-operate with the transfer of these rights to ROS. To the extent that the Consultant has transferred these rights to ROS, ROS grants a perpetual, non-exclusive, non-transferable, not-sub-licensable, world-wide license to such rights to the Consultant, unless ROS considers this impossible, due to obligations ROS might have vis-à-vis others. In that case, ROS will explore whether it is possible to grant to the Consultant a license on the rights with a narrower scope. For the avoidance of doubt, any rights of the Consultant vested in software or services developed prior to the Activities are not affected by this agreement.
8. The Consultant retains all intellectual property rights he or she owns prior to this agreement.
9. The Consultant will not disclose confidential information and personal data he or she receives from ROS, or gains access to in the course of the Activities. The Consultant will only use this information or data for the purposes of carrying out this agreement. The Consultant will take reasonable measures to maintain the confidentiality of this information and data. The Consultant may disclose this information and data on a need-to-know basis, and only to persons associated with ROS as employee, freelancer or volunteer and only if the Consultant knows that they are bound by the same confidentiality obligations.
10. The Consultant is responsible:
  - for ensuring that any work performed in the course of this agreement is lawful (in Dutch: "*rechtmatig*") and not illegal (in Dutch: "*niet strafbaar*");
  - for ensuring that by performing the Activities, he or she does not act contrary to a non-compete- or a confidentiality obligation he or she may have. If there is a risk that the Consultant will act contrary to such an obligation, he or she will inform ROS without delay. ROS then has the right to terminate the agreement without compensation;

- and for paying any applicable taxes and social security premiums following from the Activities. Should ROS have to pay any of these, the Consultant will indemnify ROS.
11. Should a third party lodge a claim against ROS or any of its employees, freelancers or volunteers, or the public prosecutor initiate an investigation or criminal proceedings against any of these parties, as a result of activities performed by the Consultant under this agreement, then the Consultant will co-operate fully with ROS in defending against this claim, investigation or these proceedings, including by providing any evidence he or she has which may be relevant to this defense.
  12. Unless a result of gross negligence or willful misconduct, the liability of either party to the other for any type of damages is limited to the amount of Consultant's total fees under Article 5 of this agreement.
  13. If any of the provisions of this agreement is annulled or void, the other provisions remain in effect. To the extent possible, the annulled or void provision will be replaced by a similar provision that has the same effect.
  14. The general terms and conditions of ROS apply to this agreement. ROS rejects any general terms and conditions used by the Consultant.
  15. Dutch law applies to this agreement. Any dispute between ROS and Consultant will be resolved in the first instance exclusively by the District Court (in Dutch: "*rechtbank*") of Amsterdam, the Netherlands.

**SIGNED IN DUPLICATE ON AUGUST 15, 2016 IN**

Treehouse City	Diemen
Peter Pan	Melanie Rieback <b>Radically Open Security B.V.</b>