Consultancy Agreement

This Consultancy Agreement (the "Agreement") is made and entered into this April 1, 2019 (the "Effective Date") by and between Bedrijf Z with its principal place of business located at Adres 988 Amsterdam in The Netherlands (the "Company") and C. May with its principal place of business located at Address 189 London in United Kingdom (the "Consultant") (hereinafter referred to individually as a "Party" and collectively as "the Parties").

WHEREAS, the Company is in the business of Legal Tech;

WHEREAS, the Company is currently carrying out a project regarding Implementing new software. (the "Project");

WHEREAS, the Consultant has expertise in the area of Legal Tech;

WHEREAS, the Company desires to engage the Consultant to provide certain services in the area of Consultant's expectise to further the Project;

NOW, THEREFORE, the Parties hereby agree as follows:

1. Engagement and Services

- **a. Engagement.** The Company hereby engages the Consultant to provide and perform the services set forth in Exhibit A attached hereto (the "Services"), and the Consultant hereby accepts the engagement.
- **b. Standard of Services.** All Services to be provided by Consultant shall be performed with the highest level of promptness and diligence and at the highest level of proficiency to be expected of an expert in the area of Legal Tech. The Company shall provide such access to its information, property and personnel as may be reasonably required in order to permit the Consultant to perform the Services.
- **c. Tools, Instruments and Equipment.** Consultant shall provide Consultant's own tools, instruments and equipment and place of performing the Services, unless otherwise agreed between the Parties.
- **d. Representation and Warranty.** Consultant represents and warrants to the Company that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement or which will interfere with the performance of the Services.

2. Consultancy Period

- **a. Commencement.** This Agreement shall commence on the Effective Date and shall remain in effect until the completion of the Services or until the earlier termination of this Agreement as provided in Article 2 (b) (the "Consultancy Period").
- **b. Early Termination.** Company has no right to prematurely terminate the Agreement. Consultant has no right to prematurely terminate the Agreement.
- **c. Termination for Cause.** This Agreement may be terminated by either Party immediately in the event of a material breach by the other Party that the other Party has failed to cure within a reasonable period after receipt of written notice by the other Party, or in the event of the death or physical or mental incapacity of any key person performing the Services on its behalf as a result of which the Consultant or such key person becomes unable to continue the proper performance of the Services.
- **d. Effect of Termination.** Upon the effective date of termination of this Agreement, all legal obligations, rights and duties arising out of this Agreement shall terminate except for such legal obligations, rights and duties as shall have accrued prior to the effective date of termination and except as otherwise expressly provided in this Agreement.

3. Consultancy Fee and Expenses

- **a. Consultancy Fee.** In consideration of the Services to be rendered hereunder, the Company shall pay Consultant a Consultancy fee set at a cost price of € 15000 (the "Consultancy Fee").
- **b. Expenses.** Consultant shall be entitled to reimbursement for all pre-approved expenses reasonably incurred in the performance of the Services.
- **c. Payment.** The Consultant shall submit to the Company a monthly invoice detailing the Services performed during the preceding month and the amount due. All such invoices shall be due and payable within thirty (30) calendar days after receipt thereof by the

place of business of the Company.

7. General

This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.

No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision(s) of this Agreement.

Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Signed for and on behalf of	Bedrijf Z	C. May
Name		
Date		
Signature		