IP assignment declaration

The parties,

1. xSupplier, registered with the Chamber of Commerce under number 12345678 (hereafter: "**Programmer**"),

   and

2. yReceiver, registered with the Chamber of Commerce under number 87654321 (hereafter: "**Acquirer**"),

considering, that

- Programmer and Acquirer have concluded an agreement, pursuant to which Programmer has committed to perform services,
- Programmer has agreed to create the kind of works to which the subject matter of this deed of transfer relates,
- Programmer in the course of same has created multiple software works and holds the copyrights as well as (potential claims to) patent thereto,
- these software works areknown between the parties by the name of xSoft and are hereafter referred to as "the Works",
- Acquirer wishes to acquire the copyrights as well as any claims to patent rights regarding the Works,
- the parties wish to record this acquisition and related undertakings, among other things considering the legal requirement that transfers of such rights must be done in writing,

now agree as follows:

Article 1. Transfer of rights

1.1. Programmer hereby transfers his copyrights in their fullest extent as well as any claims to patent rights regarding the Works to Acquirer, which transfer Acquirer hereby accepts. For any (aspects of) the Works which have not yet been created, this transfer is done in advance.

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1.3. In addition this assignment and transfer relates to all claims to compensation, royalties and license fees whatsoever that may be claimed under applicable laws, but only for situations that may arise on or after the date of transfer.

1.4. Acquirer is free to assign and transfer all rights acquired under this agreement to any third party without needing to consult or obtain consent of Programmer. Acquirer shall bind such a third party for the benefit of Programmer to all obligations of Acquirer under this agreement and stipulate that such a third party as well as further acquirers of rights must be bound to the same obligations.

1.5. To the extent any rights as referred to above are not transferrable or not legally transferred by the above, Programmer hereby grants Acquirer a perpetual, unlimited, transferrable and exclusive license to exploit the Works. Further, the parties shall use their best efforts to still realize a legally binding transfer of these rights.

Article 2. Personality rights

[redacted]

Article 3. Consideration for assignment

3.1. As full compensation for the transfer of rights, licenses and claims under articles 1 and 2 Acquirer shall pay to Programmer a one-time fee of € 500,00 (exclusive of Dutch VAT).

3.2. Programmer shall invoice Acquirer for this fee. Acquirer shall shall pay the fee within 30 days after the date of signature of this deed.

3.3. After payment of the fee Programmer is no longer entitled to any compensation in connection with exploitation or use of the Works in whatever manner.

Article 4. Further cooperation

[redacted]

Article 5. Warranties by Programmer

5.1. Programmer represents and warrants that no other person has received a license regarding the Works and that no copyrights regarding the Works have been transferred to a third party.

5.2. Programmer represents and warrants that he has no knowledge of third-party claims regarding the Works that could block or limit exploitation or use of same. Should such claims be brought at some point in the future, then Acquirer is solely responsible for such claims, unless Acquirer can prove that Programmer has violated the warranty of the previous sentence.

Article 6. License back to Programmer

[redacted]

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Article 7. Other provisions

7.1. This agreement is subject to Dutch law.

7.2. Any conflicts that may arise in connection with this agreement or the relationship arising therefrom between the parties shall be brought before the competent court for the place of business of Acquirer.

7.3. The invalidity of any particular clause in this agreement shall not affect the validity of this agreement as a whole. In such a situation the parties shall draft up a new clause that approximates the intent of the original clause and is legal under applicable law.

7.4. This agreement is the entire agreement regarding the intellectual property rights related to the Works and supersedes any prior written or oral agreements regarding the same.

7.5. This agreement can only be modified or added to if the additional subject matter is put in writing and signed by the parties.

Was signed,

For Programmer

……………………………………

Name:

Function:

Date:

Place:

For Acquirer

……………………………………

Name:

Function:

Date:

Place: