

2015 / 077



Consulting Agreement

DESCRIPTION OF THE PARTIES

AkzoNobel

COMPANY NAME	AkzoNobel Pulp and Performance Chemicals AB
ORGANIZATION NO.	556022-9972
ADDRESS	S-445 80 BOHUS, Sweden
CONTACT NAME	Kalle Pelin
TELEPHONE	[REDACTED]
FAX	[REDACTED]
E-MAIL	[REDACTED]

CONSULTANT

(COMPANY) NAME	J. Heyrovsky Institute of Physical Chemistry
VAT NO.	CZ61388955
ADDRESS	Dolejskova 3, 18223 Prague, Czech Republic
REPRESENTATIVE NAME	Prof. Dr. Zdenek Samec
CONTACT NAME	Doc. Dr. Petr Krtil
TELEPHONE	[REDACTED]
FAX	[REDACTED]
E-MAIL	[REDACTED]

DESCRIPTION OF THE SCOPE OF WORK

Consultant agrees to act in the capacity of a consultant to AkzoNobel, in the field of electrochemistry regarding the chlorate and chloralkali processes, and in such capacity to render such consultation, advice and assistance ("Services") to AkzoNobel or its designee(s) as may be requested from time to time by AkzoNobel ("Purpose"). The Services include, but are not limited to, the consultation, advice and assistance described in the attached Schedule 1.1. (Decision Template: Anodic hypochlorite oxidation at DSA). In consideration of receiving Compensation, as set forth below, and other good and valuable consideration, the Parties hereby agree to the obligations herein, including the attached Terms and Conditions which form an integral part of this Agreement.

PERFORMANCE OF SERVICES

Consultant agrees to make himself/herself available to AkzoNobel for consultation, advice and assistance as set forth in Schedule 1.1. In his/her capacity as Consultant, Consultant will work at the request and under the direction of Nina Simic or such other person as may be designated in writing from time to time by AkzoNobel as authorized to engage Consultant's services and to generally supervise his/her work.

COMPENSATION

(a) AkzoNobel agrees to pay Consultant a fee of € 30000 for part A1 and A2 of the study as described in Schedule 1.1. AkzoNobel also agrees to pay a fee of € 20 000 for part B1 and B2 of the study if there is a GO decision after presentation of part A1 at the Steering meeting as described by Schedule 1.1. performed for AkzoNobel under this Agreement. AkzoNobel also agrees to pay a fee of € 10 000 for part C of the study after the complete delivery, if there is a GO decision after presentation of part A1 at the Steering meeting as described by Schedule 1.1. performed for AkzoNobel under this Agreement. Fees due hereunder shall be payable within thirty (30) days of receipt of Consultant's invoice.

(b) Normal, regular travel cost and expenses connected to the study described in Schedule 1.1 are included in the Consultant fee. However if extra costs outside the Schedule arise, AkzoNobel agrees to reimburse the Consultant for all reasonable travel and other expenses incurred upon its behalf when authorized by AkzoNobel. Such expenses shall be confirmed by appropriate receipts attached to Consultant's invoice for Services rendered and shall be submitted on a monthly basis.

EFFECTIVE DATE

EFFECTIVE DATE	January 1 st , 2015
TERM	2 years from Effective Date
CONFIDENTIALITY PERIOD	The obligations herein undertaken with respect to Confidential Information received from AkzoNobel or developed under this Agreement shall remain in force at all times and survive termination or expiration of this Agreement.

GOVERNING LAW AND JURISTITION

This Agreement shall be exclusively governed by and construed in accordance with the laws of Sweden. If a dispute has not been resolved within 45 days of a Party's written notice to the other Party of such a dispute or if senior executives appointed by the Parties fail to meet within 20 days after such notice, the Parties shall endeavour to settle the dispute by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Gothenburg and the language to be used in the arbitral proceedings shall be English.

ATTACHMENTS

The Terms and Conditions attached hereto and Schedule 1.1 attached hereto (together the "Attachments") are hereby incorporated into and form an integral part of this Agreement.

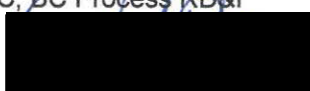
2015/077

SIGNATURES

Signed by Executing entity

AkzoNobel PPC, BC Process RD&I

Signature: _____



Name: Kalle Pelin
Department Manager
Process RD & I
Bleaching Chemicals

Position: _____

Date: January 28, 2014

Signed by duly authorized representatives of

CONSULTANT

Signature: _____



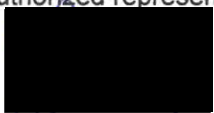
Name: Prof. Zdenek Samec

Position: director

Date: 21-01-2015

Signed by duly authorized representatives of

AkzoNobel



Signature: _____

Name: Doc Pomkoc

Position: DIR OPERATIONS PC

Date: FEB 4, 2015

Signature: _____



Name: JANN LINDGARD

Position: Director SAM

Date: 20150205

TERMS & CONDITIONS

1. DEFINITIONS

Front page definitions. The words "Effective Date", "Confidentiality Period", "Purpose", "Term", "Compensation", "Services" and "Field of Agreement" shall have the meaning set out on the first page up to the signature box of this Agreement.

Affiliate(s) means any other person or company that, directly or indirectly controls, is controlled by, or is under common control with AkzoNobel. For purposes of this definition, "control" shall mean the power to direct or cause the direction of the management or policies of such person or company, whether through the ownership of voting securities, by contract or otherwise, and the terms "controls", "controlled by," and "under common control with" shall have correlative meanings.

Agreement means this Consulting Agreement.

Confidential Information means any confidential or proprietary information disclosed in writing, orally, visually or otherwise by or on behalf of AkzoNobel to Consultant, whether of commercial, financial or technical nature, including without limitation, customer, supplier, product or production-related information; samples; information relating to composition, formulation or quality control or specifications of samples, raw materials, products; the results of any testing and/or evaluation, research and development; patent applications; process designs and process models; materials; ideas; information concerning costs, prices, margins, profits, markets, customers or competitors; and sales and marketing plans, data and information. Confidential Information includes this Agreement, all activities conducted under this Agreement and any other information that is confidential or proprietary by nature.

Parties means AkzoNobel and the Consultant and "Party" means either AkzoNobel or the Consultant.

2. DISCLOSURE BY AKZONOBEL

- 2.1 **DISCLOSURES.** AkzoNobel or any of its Affiliates may disclose Confidential Information to Consultant as AkzoNobel in its sole discretion deems necessary or helpful for the Purpose. Any such disclosures are subject to the terms and conditions of this Agreement. All information disclosed by AkzoNobel or any of its Affiliates under this Agreement shall be presumed Confidential Information.
- 2.2 **PRECEDING DISCLOSURES.** Consultant hereby confirms that Confidential Information already received, if any, in relation to the Purpose and any discussions already taken place prior to the Effective Date shall be subject to this Agreement.

3. CONFIDENTIALITY

- 3.1 **LIMITS ON CONFIDENTIAL INFORMATION.** Unless AkzoNobel provides prior written authorization, Consultant shall:
- (a) not use Confidential Information for purposes other than the Purpose;
 - (b) treat Confidential Information with at least the same degree of care as it would use in respect of its own confidential information of similar importance, but in any event no less than a reasonable level of care;
 - (c) not disclose, disseminate or make accessible any part of the Confidential Information, in any way or form, to any third party;
 - (d) only disclose Confidential Information to its employees, on a strict need-to-know basis, and agree to be liable for any breach of the provisions of this Agreement by such persons;
 - (e) make no photocopies of any part of the Confidential Information other than as strictly required for the Purpose;
 - (f) not analyze and/or reverse-engineer, disassemble, or re-formulate any Confidential Information, including any samples provided by AkzoNobel, without the prior written consent of AkzoNobel.
- 3.2 **EXCEPTIONS.** The restrictions and obligations in this Agreement shall not apply to Confidential Information, which:

- (a) was publicly known prior to the time of disclosure, or has become generally available to the public other than as a result of a disclosure by the Consultant;
 - (b) was received by Consultant from a third party in violation of any obligation of secrecy or non-use;
 - (c) was known by Consultant prior to disclosure; or
 - (d) was developed independent from such Confidential Information by persons who had no knowledge of or access to the Confidential Information, in each case as is shown by written evidence.
- 3.3 **NOT EXEMPTED.** Specific Confidential Information shall not be deemed to be within the exceptions in Section 3.2 merely because it is embraced by more general information in the public domain or by more general information already known by Consultant. In addition, any combination of information shall not be deemed to be within the foregoing exceptions merely because all individual parts of such information are in the public domain or in the possession of Consultant.
- 3.4 **LEGALLY REQUIRED DISCLOSURES.** In the event that Confidential Information is legally required to be disclosed by Consultant Consultant shall be allowed to do so, provided that it shall if legally permitted, first inform AkzoNobel in writing of such requirement and reasonably assist the AkzoNobel (at AkzoNobel's expense) to limit or seek protection against such requirement.
- 3.5 **POST-TERMINATION.** Notwithstanding the expiry of the Term of this Agreement or a termination for any reason, the secrecy and non-use obligations of Consultant shall continue after such expiry of the Term or such termination of this Agreement, unless otherwise agreed in this Agreement.

4. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

- 4.1 **OWNERSHIP; NO OWNERSHIP OR LICENSE.** All Confidential Information is the property of, and owned by, AkzoNobel or one or more of its Affiliates. Consultant shall not directly or indirectly, acquire or appropriate any right to or interest in the Confidential Information and shall not claim any legal right thereto, whether by means of patent application or otherwise. Neither this Agreement nor the disclosure of Confidential Information hereunder shall be construed as granting or confirming in Consultant any rights, licenses or other relationships, unless explicitly provided in this Agreement.
- 4.2 **ASSIGNMENT OF INVENTIONS AND PATENTS.** In consideration of the Compensation provided under this Agreement and no further compensation, Consultant agrees to assign, and hereby assigns, to AkzoNobel all inventions conceived or reduced to practice by Consultant, alone or jointly with others, arising from the performance of Service, which inventions relate to matters within the Field of Agreement and which either (i) depend on Confidential Information, knowledge of trade secrets or other information of a confidential or proprietary nature belonging to AkzoNobel or (ii) which relate to tasks assigned to Consultant by AkzoNobel. Consultant warrants that there is no other presently existing contract or other obligation requiring Consultant to assign to a third party inventions, patent rights, developments and/or other rights within the Field of Agreement. Consultant agrees to disclose promptly and fully all inventions belonging to AkzoNobel under this Agreement. At AkzoNobel's request and expense, Consultant agrees to assist in AkzoNobel's efforts to obtain patents thereon in any and all countries and jurisdictions. Whether to file patent applications, maintain patents and/or patent applications, and the countries and/or jurisdictions in which to file and maintain such patents and patent applications is at the sole discretion of AkzoNobel.
- 4.3 **ASSIGNMENT POST TERMINATION.** Consultant further agrees it shall be conclusively presumed that any patent applications within the Field of Agreement related to AkzoNobel's commercial, developmental or experimental products or AkzoNobel's trade secrets, which Consultant files within one year after termination of this Agreement, belong to AkzoNobel. Consultant further agrees to assign, and hereby assigns, same to AkzoNobel, as having been conceived or reduced to practice during the term of this Agreement. Any patent applications within the Field of Agreement related to AkzoNobel's commercial, developmental or experimental products or AkzoNobel's trade secrets, which Consultant files more than one year after termination of this Agreement belong to AkzoNobel if Consultant has used AkzoNobel's Confidential Information.

5. DISCLAIMER AND INDEMNITY

- 5.1 **DISCLAIMER.** AKZONOBEL AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION, INCLUDING ANY SAMPLE(S). WITHOUT LIMITING THE FOREGOING, (I) AKZONOBEL AND ITS AFFILIATES MAKE NO REPRESENTATION OR WARRANTY THAT THE CONFIDENTIAL INFORMATION IS ACCURATE OR COMPLETE OR THAT THE CONFIDENTIAL

INFORMATION, INCLUDING ANY SAMPLE(S), IS SUITABLE FOR CONSULTANT'S USE, (II) AKZONOBEL AND ITS AFFILIATES MAKE NO REPRESENTATION OR WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF CONFIDENTIAL INFORMATION, INCLUDING ANY SAMPLE(S), OR THAT SUCH USE DOES NOT VIOLATE THE RIGHTS OF ANY THIRD PARTY AND (III) AKZONOBEL AND ITS AFFILIATES HEREBY DISCLAIM ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT.

- 5.2 **LIMITATION OF LIABILITIES.** AKZONOBEL AND ITS AFFILIATES SHALL NOT BE LIABLE FOR DAMAGES, OF WHATEVER KIND, AS A RESULT OF CONSULTANT'S RELIANCE ON OR USE OF ANY CONFIDENTIAL INFORMATION, INCLUDING ANY SAMPLE(S). WITHOUT LIMITING THE FOREGOING, AKZONOBEL SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT OR SPECIAL DAMAGES, WHETHER ARISING UNDER BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, INDEMNITY OR ANY OTHER THEORY OF LIABILITY.
- 5.3 **INDEMNITY.** Consultant shall defend, indemnify and hold harmless AkzoNobel and its Affiliates from and against any and all claims, suits, actions, proceedings, investigations, judgments, settlements, damages, losses, fines, penalties, costs and expenses (including attorney fees and defense costs) for violation of any law, infringement of a third party's rights (including without limitation intellectual property rights), personal injury (including death) of any person, damage to property of third parties, or injury, damage or harm to the environment arising out of or relating directly or indirectly to this Agreement, including without limitation, the Consultant's use of Confidential Information, including the use, evaluation or handling of any samples, except to the extent caused by the gross negligence or willful misconduct of AkzoNobel or its Affiliates.

6. PUBLICATION

- 6.1 **SUBMISSION.** Consultant may aim to publish one or more articles, which are based on Confidential Information Consultant may obtain from AkzoNobel. Consultant shall submit to AkzoNobel any publication in draft form for review. Within thirty (30) days thereafter AkzoNobel shall provide Consultant any comments that AkzoNobel may have to the publication and in particular whether any Confidential Information should be removed from the publication. Consultant shall take into account the comments of AkzoNobel and amend the publication accordingly. Consultant shall re-submit a revised draft of the publication to AkzoNobel for review. The procedure in this Section 6.1 shall apply *mutatis mutandis* to this revised draft publication.
- 6.2 **APPROVAL.** AkzoNobel may at its sole discretion decide to withhold consent to any publication. Consultant acknowledges and agrees to the procedure set out in Section 6.1 above and shall not publish any publication without the prior written consent of AkzoNobel.
- 6.3 **OTHER PUBLICATIONS.** Consultant shall not make any other publications containing Confidential Information, in whatever form, without the prior written consent of AkzoNobel.

7. TERM AND TERMINATION

- 7.1 **TERM.** The Term of this Agreement will begin on the Effective Date and shall continue in force thereafter until terminated:
- By the mutual written agreement of the Parties.
 - By AkzoNobel, for any reason or for no reason, serving thirty (30) days prior written notice to Consultant stating AkzoNobel's intention to terminate this Agreement.
 - Upon written notice by a Party to the other party if such other Party is in material breach of this Agreement which breach is irremediable or, if remediable, such breach has not been remedied within thirty (30) days after receipt of a written notice from the non-breaching Party indicating the breach and the possibility of termination.
 - By either Party immediately upon written notice to the other Party in the event such other Party shall be dissolved or liquidated, makes a composition or arrangement with its creditors, ceases (or threatens to cease) to carry on its business, becomes or is deemed insolvent, becomes unable to pay its debts as they fall due, has a receiver, liquidator, manager, administrator, administrative receiver or similar officer appointed in respect of the whole or any part of its

assets or business (or is the subject of a filing with any court for the appointment of any such officer) or has filed for or against it a petition in bankruptcy that is not dismissed within sixty (60) days of such filing, or if it is reasonably expected to be unable to meet its obligations under this Agreement.

- (e) Upon written notice given by Consultant that it is the subject of a change control over its business and such change is in the reasonable opinion of AkzoNobel detrimental to its business interests.

7.2 EFFECTS OF TERMINATION.

- (a) Upon expiration or termination of this Agreement, all of the Parties' rights and obligations hereunder will terminate and cease to be of any further force or effect; provided, however, that (i) such termination or expiration will be without prejudice to any rights or remedies arising from the Parties' performance or non-performance of such obligations prior to the date of such termination or expiration; and (ii) Sections 2, 3, 4, 5, and 7 will survive such termination or expiration.
- (b) Each Party's right of termination under Section 6.1 of this Agreement is in addition to, and not in lieu of, any other rights it may have under this Agreement or otherwise, and the exercise of such right of termination will not constitute an election of remedies.

8. MISCELLANEOUS PROVISIONS

- 8.1 **AMENDMENTS.** Any amendment or variation to this Agreement must be in writing and signed by authorized representative(s) of both Parties.
- 8.2 **WAIVER.** No failure or delay by either Party in exercising any right or remedy provided under this Agreement or by law will constitute a waiver of that or any other right or remedy, nor will any single or partial exercise of any right or remedy preclude any other or further exercise of it or the exercise of any other right or remedy. No waiver under this Agreement is effective unless it is in writing and signed by authorized representative(s) of both Parties.
- 8.3 **NO THIRD PARTY BENEFICIARIES.** Nothing in this Agreement shall confer any benefit or right upon any third party except for the Parties' successors or permitted assignees.
- 8.4 **NOTICES.** All notices provided in connection with this Agreement shall be in writing and shall be deemed to have been given (a) when delivered by hand; (b) when delivered if sent by an internationally recognized commercial courier; (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the fourth (4th) day after the first post-mark of the sender's postal service if sent by first class mail, postage prepaid (return receipt requested, if available). The notices must be sent to the respective Parties at the address, facsimile number or email address of the contact person set forth on the first page of this Agreement (or at such other address, facsimile number or e-mail address for a Party as shall be specified in a notice given in accordance with this Section).
- 8.5 **NO ASSIGNMENT.** This Agreement and all of the provisions hereof, will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder or thereunder, may be assigned (whether voluntarily, involuntarily, by operation of law, or otherwise) by either of the Parties hereto or thereto without the prior written consent of the other Party; provided, however, that AkzoNobel may assign this Agreement, in whole or in any part, and from time to time, to any of its Affiliates, provided such Party remains bound hereby.
- 8.6 **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, and by the Parties on separate counterparts, but will not be effective until each Party has executed at least one counterpart. Each counterpart will constitute an original of this Agreement, but all the counterparts together will constitute but one and the same agreement.
- 8.7 **HEADINGS.** All headings and titles in this Agreement are inserted for convenience only, and are not a part of this Agreement and shall not affect the interpretation of this Agreement.
- 8.8 **ENTIRE AGREEMENT.** This Agreement, including the Attachments and any other documents incorporated herein or therein by express reference, constitutes the entire agreement of the Parties with respect to the subject matter in this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the subject matter. Each Party acknowledges that, in entering into this Agreement, it has not relied on

any statement, representation, warranty or agreement of the other Party other than as expressly contained in this Agreement.

- 8.9 **SEVERABILITY.** Provisions of this Agreement will be interpreted to be valid and enforceable under applicable law to the extent that such interpretation does not materially alter this Agreement or the Project Plan; provided, however if any provision in this Agreement, for any reason, is invalid, illegal or unenforceable, in whole or in part, in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or invalidate or render unenforceable such provision in any other jurisdiction. Upon a determination that any provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated herein are consummated as originally contemplated to the greatest extent possible.
- 8.10 **FURTHER ASSURANCES.** From time to time after the Effective Date of this Agreement, upon the request of the other Party, each of the Parties, at its own cost, shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions, as may be reasonably required for the purpose of providing the other Party the full benefit of all of the provisions of this Agreement.
- 8.11 **RELATIONSHIP OF THE PARTIES (NO AGENCY, ETC.).** Nothing in this Agreement and no action taken by the Parties under this Agreement will constitute a partnership, joint venture or agency relationship between the Parties.
- 8.12 **NO THIRD PARTY BENEFICIARIES.** Nothing in this Agreement shall confer any benefit or right upon any third party except for the Parties' successors or permitted assignees.
- 8.13 **COSTS AND EXPENSES.** Except where this Agreement provides otherwise, each Party shall pay its own costs relating to the negotiation, preparation, execution and performance of this Agreement.
- 8.14 **FORCE MAJEURE.** If either Party is prevented from or delayed in carrying out any of its obligations under this Agreement, other than the obligation to pay money when due, by reason of war (whether declared or undeclared); the activity of terrorists or the public enemy; accident; strike, lockout or other labor disturbance; breakdown of necessary equipment; inability to secure on reasonable terms necessary transportation facilities, raw materials, power or supplies; the requirements or prohibitions of applicable law, order, proclamation, regulation or ordinance; the demand or requirement of any government or any subdivision, authority or representative of any such government; or any other cause whatsoever beyond the reasonable control of the Party, the Party so prevented or delayed shall be excused from such performance to the extent and during the period of such prevention or delay, without, however, extending the Term of this Agreement.
- 8.15 **COMPLIANCE WITH LAWS.**
- (a) Consultant shall at all times comply with all relevant legislation, rules, regulations and statutory requirements that from time to time come into force including, without limitation, any of the preceding that relate to competition law, anti-corruption or bribery and/or export controls and sanctions.
 - (b) Consultant shall at all times, at its own expense, obtain and maintain all certifications, authorizations, licenses and permits materially necessary to conduct its business relating to the exercise of its rights and the performance of its obligations under this Agreement.
 - (c) Consultant acknowledges that it is aware of AkzoNobel's Code of Conduct as modified from time to time and available at http://www.akzonobel.com/system/images/AkzoNobel_Code_of_Conduct_tcm9-3675.pdf has read AkzoNobel's Code of Conduct and agrees to conduct its business in accordance with the principles on which it is based.
 - (d) Consultant shall, at the request of AkzoNobel, provide such information or access to its records and site as reasonably required by AkzoNobel to verify compliance of the obligations under this Section.
- 8.16 **ANTI-BRIBERY AND ANTI-CORRUPTION COMPLIANCE.** Consultant shall, and shall procure that its officers, employees, agents, suppliers, subcontractors and any other persons who perform services for or on behalf of it in connection with this Agreement shall:
- (a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption ("Relevant Requirements");

- (b) have and shall maintain in place throughout the term of this Agreement policies and procedures to ensure compliance with the Relevant Requirements and shall enforce them where appropriate;
- (c) promptly report to AkzoNobel any request or demand received by Consultant for any undue financial or other advantage of any kind in connection with the performance of this Agreement; and,
- (d) keep accurate and up to date records showing all payments made and received and all other advantages given and received by it in connection with this Agreement and the steps it takes to comply with this Section 12.16 and permit AkzoNobel to inspect those records as reasonably required.

8.17 **EXPORT CONTROLS COMPLIANCE.** Consultant agrees to comply with all applicable export control laws and regulations and shall procure that its officers, employees, agents, subcontractors and any other persons who perform services for or on behalf of it in connection with this Agreement comply with all applicable export control laws and regulations. Without limiting the foregoing, Consultant will not sell, export, re-export, license, transmit, divert or otherwise transfer, directly or indirectly, any goods, samples, information, technology, software or services except in accordance with applicable export control laws and regulations. Consultant recognizes that the sale, transfer, export, re-export or diversion of goods, samples, information, technology, software or services data may be prohibited or require a license. Consultant acknowledges that it will (i) take all steps necessary to comply with the above laws and regulations, including obtaining export and other licenses if necessary and (ii) not take any actions that would cause AkzoNobel to be in violation of the above laws.

8.18 **ANNOUNCEMENT.** Unless otherwise required by law, a court or any governmental or regulatory authority, no announcement concerning the transaction contemplated by this Agreement or any ancillary matter shall be made by either Party without the prior written consent of the other. In cases where an announcement is required by law, a court or any governmental or regulatory authority, the Party concerned shall take all such steps as may be reasonable and practicable in the circumstances to agree to the contents of such announcement with the other Party before making such announcement.

8.19 **LANGUAGE.**

- (a) This Agreement is drafted in the English language. If this Agreement has been translated into multiple languages, the English language text shall prevail.
- (b) Each notice, demand, or other communication under or in connection with this Agreement shall be in English.

8.20 **INTERPRETATION.** Unless otherwise specified, the rules of interpretation in this clause apply in this Agreement:

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and assigns.
- (b) Words in the singular shall include the plural and vice versa.
- (c) A reference to one gender shall include the other gender.
- (d) Any reference to a "day" shall mean a period of 24 hours running from midnight to midnight. Any reference to "Business Day" shall mean a day (other than a Saturday, Sunday or public holiday in Stockholm, Sweden).
- (e) Any references to times of day are to Stockholm time, unless otherwise stated.
- (f) This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.
- (g) The schedules and exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

SCHEDULE 1.1 - SERVICES

Insert as applicable:

- (1) full project description, including all aims and goals, milestones, work to be performed, subcontractors, specific personnel, principal investigator, etc.,*
- (2) project schedule, including any deadlines for milestones, reports, or deliverables, etc.,*
- (3) full description of any deliverables in addition to periodic (monthly?, quarterly?) and final reports*
- (4) amount of time and period of time Consultant will work on the project, such as number of days (per week, month or year).*