

Hugh Sinclair
Gerrit van der Veenstraat 173B
1077 EB Amsterdam

Amsterdam, February 8th, 2008

Subject: offer letter: termination of employment



Dear Hugh,

This letter is to confirm the offer that was made to you during our meeting yesterday 7th of February 2008, to fix the termination of your employment contract and to agree on an earlier starting date of your subsequent consultant contract. During said meeting, the reasons for this decision have been extensively laid out. In short, our decision is based on the fact that, over a long period of time and despite our efforts to make a change, you have shown unprofessional behaviour towards your colleagues and to management. In our strife for a satisfactory solution we have taken into account earlier discussions with you in which you have indicated your preference to spend less time in the office and more time in the field.


In order to come to an amicable settlement with you as soon as possible, Triple Jump is willing to offer you the following settlement:

1. Termination of the employment contract as per February 14, 2008 or as soon as possible afterwards, ultimately on March 1st, 2008 by mutual consent ("wederzijds goedvinden").
2. As per March 1st, 2008, we will enter into a consultancy agreement. A draft consultancy contract will be sent to you as soon as possible after both parties have come to a final agreement on the termination of the employment. The consultancy agreement mentioned above will be on the basis of the following:
 - Contract period : 1 March 2008 – 31 December 2008
 - During the contract period you will commit to a minimum of 12 weeks of work in the in the field during 5-10 specific assignments
 - Your salary will be based on a fee of EUR 1.500 per week, cost of flights and local expenses will be, so long as reasonable, paid in full based on invoices
 - You will receive 50% of the fees upfront and 50% of the fees after the successful completion of an assignment
 - You will receive 50% of the total reasonable costs involving the Boulder Course you wish to attend during the end of February/ beginning of March of this year.

The offer to start a consultancy contract is subject to approval from the fiscal advisor from Triple Jump.

Nachtwachttlaan 20 ^{6th floor}
1058 EA Amsterdam
The Netherlands
T +31 (0)20 5120620
F +31 (0)20 5120629
www.triplejump.eu

A handwritten signature or set of initials in black ink, appearing to be 'A' followed by a flourish.

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3. Payment of your salary shall continue in the customary manner until the termination date. On the termination date a final settlement of accounts will be made up, including and all outstanding holidays and the holiday pay pro rata.
 4. With immediate effect, you will be released from the obligation to perform work for Triple Jump and will receive your salary and benefits until the termination date.
 5. You shall return all documents and company property made available to you before the termination date, except for those documents and company properties that will, at Triple Jump's discretion, be necessary for the execution of the consultancy contract.
 6. During the continuance of the employment and at any time during the term of the consultancy agreement, you shall abide by the duty of secrecy contained in the employment agreement between parties.
 7. Triple Jump shall reimburse the costs of legal assistance for the review of this agreement, up to a maximum of EUR 400,- (exclusive of VAT) on the basis of an invoice to be sent to Triple Jump directly, and to be paid by Triple Jump directly to your legal assistant.
 8. Both parties will observe strict confidentiality towards third parties with respect to the contents of this agreement. In addition, the parties agree that they will not make any negative statements about one another towards third parties to the extent that their mutually legitimate interests may be harmed by such statements.
 9. Save as required by law, parties shall not without the consent of the other party disclose the terms of this agreement to any other party than to involved professional advisors, who require the information for necessary purposes.
 10. Once parties have complied with the aforementioned obligations and except for any and all rights and obligations under the consultancy agreement, no further obligations shall ensue for both parties from the employment contract and the termination thereof or any other basis. Parties shall fully and finally discharge each other.

If you agree to this proposal, please sign it for approval and return it to us before **Thursday February 14, 2008**. This letter will then be regarded as a termination agreement. With this termination agreement, both parties waive any and all arrangements with regard to their employment relationship that possibly (would) have existed prior to this agreement.

The proposal will lapse if it is not fully accepted ultimately on the said date. In that case, Triple Jump shall consider the next steps to be taken with regard to your employment. Possibly, we will ask our lawyer to enter into a petition procedure before the Dutch court in order to terminate your employment as soon as possible. In that case, no consultancy contract will be offered to you after the termination date.

Yours sincerely,
Triple Jump Advisory Services



Steven Evers



Mark van Doesburgh

For approval:

Hugh Sinclair