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Agreement

between

**the association under Dutch law
Vereniging Parkinsonism and Related Disorders (PRD)**

and

**the foundation under Dutch law
Stichting Parkinsonism and Related Disorders (PRD)**

concerning the raising and paying out of funds

The Undersigned:

1. the association under Dutch law **Vereniging Parkinsonism and Related Disorders (PRD)**, according to its Articles having its registered seat in the Municipality of Amsterdam, the Netherlands, having its office address at Van Eeghenstraat 83, 1071 EX Amsterdam, the Netherlands, registered with the Trade Register under file number 51706334, hereinafter referred to as: the "**Association**";

and
2. the foundation under Dutch law **Stichting Parkinsonism and Related Disorders (PRD)**, according to its Articles having its registered seat in the Municipality of Amsterdam, the Netherlands, having its office address at Van Eeghenstraat 83, 1071 EX Amsterdam, the Netherlands, registered with the Trade Register under file number 51712733, hereinafter referred to as: the "**Foundation**";

herewith agree the following:

RECITAL

- A. According to its Articles the object of the Foundation is to raise and acquire funds for and to make payments to the Association, and furthermore to do all that which is either directly or indirectly related thereto or may be conducive thereto, this in the broadest sense of the words used.
- B. The activities of the Foundation are exclusively or almost exclusively aimed at raising or acquiring funds, however, which pursuant to the present Articles of the Foundation are paid out to an institution of public utility as referred to in Article 16 of the Netherlands Corporation Tax Act 1969 in conjunction with Article 6.33 first paragraph part b of the Netherlands Income Tax Act 2001, or any future Article of similar import replacing the same.
- C. The Foundation endeavours to realise its object inter alia by stimulating, promoting and providing educational activities such as symposia and congresses (including the WFN World Congress of Parkinsonism and Related Disorders).
- D. The Association has now been qualified and acknowledged as an institution

of public utility as referred to hereinbefore sub B (to the parties sufficiently known as a so-called "ANBI Institution"), and receives the monies (as recipient) that are paid out by the Foundation (as fund raiser).

- E. The object of the Association is to do research into and to develop knowledge regarding Parkinson's disease and other movement disorders, and to advise the World Federation of Neurology in matters regarding Parkinson's disease and other movement disorders.

AGREEMENT

Without prejudice to the provisions set forth in the Articles of the Foundation and the Articles of the Association, the present Agreement is entered into subject to the following terms and conditions:

Clause 1

1. The Foundation shall pay out to the Association in full all amounts of money that it has acquired with its activities and that are at its free disposal in any financial year, as determined by the Board, within six months after the end of the financial year of the Foundation.
2. The Foundation shall, without prejudice to the provisions set forth in paragraph 1, maintain a capital that is reasonably required for the continuity of the provided activities for realising the object of the Foundation.

Clause 2

The Association shall use and apply the amounts of money received by it from the Foundation exclusively for the realisation of its object as described in its Articles and repeated hereinabove sub E.

Clause 3

The amounts of money paid out by the Foundation to the Association shall be paid out unconditionally.

Clause 4

The present Agreement shall be entered into for an indefinite period of time.

Clause 5

Without prejudice to the provisions set forth in Clause 4, the present Agreement shall end:

- (i) by cancellation by either party. Cancellation will have to take place prior to 31 December of any calendar year, and shall have effect as per the next financial year of the Foundation;
- (ii) if relevant economic circumstances give rise to that;
- (iii) if at any time it appears that the Association can no longer be qualified as an institution of public utility as referred to in Article 16 of the Netherlands Corporation Tax Act 1969 in conjunction with Article 6.33 first paragraph part b of the Netherlands Income Tax Act 2001, or any future Article of similar import replacing the same;
- (iv) if in the opinion of the unit of the Tax and Customs Administration that is competent with respect to the Foundation, or a tax court in the highest instance, there is a serious distortion of competition as referred to in Article 9 first paragraph part h of the Netherlands Corporation Tax Act 1969;
- (v) by winding-up and liquidation of one of the parties concerned;
- (vi) if one of the parties concerned is declared bankrupt, files a petition to be granted a suspension of payments or if an attachment or seizure is levied on its movable and/or immovable property.

If one of the situations referred to hereinabove sub (ii), (iii) or (iv) occurs, the parties shall only after prior mutual consultation terminate the present Agreement.

Thus signed in _____ on _____ 2011.

the Association

By: **E.C.M.J. Wolters**

Office: chairman

the Foundation

By: **E.C.M.J. Wolters**

Office: chairman

By: **Z.K. Wszolek**

Office: treasurer