



GENERAL TERMS AND CONDITIONS PAYROLL WORKS B.V. [January 2008]

1 Definitions

1.1 In the present General Terms and Conditions the following terms are used in the sense given below, unless it has explicitly been indicated otherwise.

Payroll Works: the user of the general conditions, namely known as Payroll Works B.V., established at Amsterdam,

registered at the Amsterdam Chamber of Commerce under the number: 34292836.

Client: the counterpart of Payroll Works.

Agreement: the agreement to service.

Parties: Payroll Works and Client together.

2 Applicability

2.1 The present General Terms and Conditions have been deposited at the Chamber of Commerce of Amsterdam (no. 34292836).

2.2 The stipulations of the present General Terms and Conditions shall apply to each and every offer, and to all the contracts of Payroll Works for the delivery of services subject to the written Agreement. Modifications should be agreed and confirmed in writing by Payroll Works.

2.3 The present General Terms and Conditions shall also apply to all Agreements with Payroll Works, the execution of which calls for the services of third parties.

2.4 General Terms and Conditions of Clients shall be applied only as far as these are not in contradiction with the present General Terms and Conditions, unless it has explicitly been indicated otherwise in writing. In case of doubt on the question if such conflict occurs, General Terms and Conditions of Payroll Works prevail.

2.5 Client, who approved the contract under the present General Terms and Conditions, is considered to approve tacitly all further contracts concluded with Payroll Works under these same General Terms and Conditions.

2.6 Modifications which are introduced by Payroll Works in General Terms and Conditions shall apply towards Client as from one month after the date on which the modified General Terms and Conditions have been notified to Client in writing, unless Client shall inform Payroll Works in writing within fourteen days after receiving of notification of the afore-mentioned fact, that he objects to modifications introduced into General Terms and Conditions.

2.7 If one or more provisions in the present General Terms and Conditions have become void or should become void, the remaining provisions of the present General Terms and Conditions remain entirely of application. Then Payroll Works and Client shall enter into consultation in order to substitute that (part of the) provision, aimed to maintain the original scope and meaning of that particular (part of the) provision as much as possible.

2.8 The present General Terms and Conditions can be quoted as:
"General Terms and Conditions Payroll Works B.V."

3 Special Offers, Quotations and Agreement

3.1 All the special offers and quotations of Payroll Works are entirely free of obligations, unless a period for acceptance has been laid down in the offer. They are valid during 30 days, unless declared otherwise.

3.2 Assignments and modifications in assignments can be given by Client both orally and in writing.

3.3 Assignments and modifications in assignments are binding for Payroll Works, only if they have been accepted by Payroll Works in writing.

3.4 In case Client shall not announce any objections against the assignment confirmation of Payroll Works within 8

(eight) days in writing (to the address sent), this assignment confirmation shall be considered as correct.

3.5 All the prices in the afore-mentioned special offers and quotations are in Euros (€) and exclusive VAT as well as other levies imposed by the Government, unless declared otherwise.

3.6 In case the acceptance (on subordinate points) deviates from the original offer in the quotation, Payroll Works is

not bound to it. The Agreement shall not be accepted by Payroll Works in accordance with this deviating

acceptance, unless Payroll Works indicates otherwise.

3.7 A composed price indication shall not oblige Payroll Works to perform a part of the assignment for a corresponding part of the given price.

3.8 Special offers or quotations shall not apply automatically to future assignments.

4 Confidentiality

4.1 Parties shall take all reasonably precaution measures to maintain the secrecy of confidential information.

4.2 Payroll Works shall perform according to the code of conduct with regard to the law [*Wet persoonsregistraties*]*.

4.3 To guarantee the interests of Client as well as possible Payroll Works has taken sufficient measures such as organisational, operational, technical and also physical.

4.4 Payroll Works is obliged to confidentiality with third parties, who are not involved in the implementation of the assignment, of all the information which has been made available to him by Client and by the obtained results. The afore-mentioned is not valid for obligations imposed by the law related to disclosure of certain data.

**[This law deals with protection of personal data granted for administrative files]*

5 Duration and Termination of the Agreement

5.1 In case the Agreement is related to periodic or otherwise regular salary processing together with the periodical services related, then the Agreement shall be contracted for 5 (five) years, and shall be tacitly extended with a constant period of 5 (five) years.

5.2 Termination can occur exclusively in writing at the end of the contract period with a termination period of at least three months.

5.3 The Agreement can be terminated before the end of the contract period, except for what has been determined in Articles 5.6, 6.6, 10.1, 13.1 and 13.6, exclusively by dissolution and only exclusively in case if the other party after some reasonable period has given a sound proof of default in writing; or in case the party is liable for failing its essential duties of the assignments performed by Payroll Works according to the Agreement. Dissolution must occur in writing by recorded delivery to the other party. Legal mediation is not required.

5.4 In case Client has already received processed work, related to the implementation of Agreement at the moment of dissolution, then Client can dissolve the Agreement only partially and exclusively that part, which has not been carried out yet by Payroll Works.

5.5 Deviating from the stipulations in Article 5.3 Payroll Works can terminate the Agreement partially or completely

without legal mediation by means of written notification in the following cases: if Client has been declared bankrupt; if Client has already been granted with a temporary suspension of payment or otherwise; if Client owing to other reasons is not capable of fulfilling his payment obligations; if Client's business has been liquidated or terminated not owing to reconstruction or merge. Payroll Works shall never be liable for any damage that could occur owing to such dissolution.

5.6 Invoices for the work processed or already processed and delivered by Payroll Works related to Agreement before dissolution shall remain undiminished due and become directly claimable at the moment of dissolution.

5.7 In case the Agreement is terminated at the end of the calendar year and taking into consideration the provisions in Article 5.2, then Client can receive from Payroll Works work processed, related to closing administrative files concerning the previous calendar year, during the first three months of the current calendar year. Client shall be charged according to the tariffs valid at the time of the termination of the Agreement.

5.8 In case the transfer of work processing shall by itself bring extra costs for Payroll Works, then these costs shall be charged to Client.

5.9 By premature denunciation not in accordance with what stated in Article 5.3 a penalty clause in the amount of 20% (twenty percent) of the expected turnover of the remaining duration of the contract shall be applied, where the expected turnover per year minimally equals the turnover, which has been already invoiced per year.

6 Prices and Tariffs

6.1 The prices and tariffs stated by Payroll Works do not include either extra (advice) work, unless explicitly indicated otherwise or turnover tax and levies that are imposed by the Government,

6.2 In case of assignments with the terms longer than two months the costs shall be charged for periodically.

6.3 In case of an increase of price determining factors, through whatever cause, then Payroll Works is accordingly entitled to change prices and tariffs determined earlier. Such kind of change does not give Client the right to terminate the contract.

6.4 In addition to the case regulated by article 6.3, the working tariffs of Payroll Works could be changed by means

of written notification to Client. Thus the changed tariffs shall be valid as from the date indicated in the afore-mentioned notification, however in any case not earlier than one month after sending the notification to Client.

6.5 Furthermore, Payroll Works shall be allowed to increase the fees, when during the work processing it turns out, that the initial amount of work agreed upon or expected at the time the contract was made, was insufficiently estimated to such an extent, and Payroll Works cannot be held responsible for this, that Payroll Works cannot in fairness be expected to carry out the work at the initially agreed fees / tariff.

6.6 In case Client made a complaint within fourteen days in connection with planned price increasing under article 6.4, and Client has not reached an agreement with Payroll Works on the point of changing the tariffs, then Client has the right to terminate the contract before the end of the calendar year by means of written notification within a month after the afore-mentioned notification.

6.7 Unless Client informs Payroll Works in writing within fourteen days after receiving of the notification of changing of the tariffs, as indicated in article 6.4, that Client disagrees with the intended tariffs' increase, Client should be obliged to pay the new tariffs.

6.8 As an exception to the above items the price indexation applied by Payroll Works at the beginning of each new calendar year is valid. These price changes shall not be higher than the price changes, which are set by CBS [*CSO**] (for business services). Should Payroll Works decide to deny this indexation in such case you shall be notified about that in written form.

[**CSO - Central Statistical Office*]

7 Payments and Complaints

7.1 Unless explicitly agreed otherwise Client shall satisfy Payroll Works's invoices in Euros (€) without any discount and or debt comparison within fourteen days after the day of invoice signing by transferring the money to the credit of bank account indicated by Payroll Works.

7.2 In case Client does not satisfy the amount indicated in the invoice within the prescribed terms, Client is in default and neglecting the law. Then Payroll Works is authorized to charge the interest to Client, which is 3% more than the current legal interest at present time, starting from the due date till the date of complete satisfaction.

7.3 In case Client is in default with one of the payments to Payroll Works all other demands of Payroll Works to Client shall be immediately claimable without requiring any other proof of default. Client shall be charged the interest to the demand amount as from the due date on terms determined in article 7.2.

7.4 In case Client satisfies Payroll Works's invoice not on time, Client shall be due all the judicial and extrajudicial expenses to Payroll Works, which shall be estimated at least as 20% of the invoice amount, with a minimum of € 100,-.

7.5 In case Client has doubts about the amount to be paid on the invoice, he should announce his complaint in written form to Payroll Works within fourteen days after the date of the invoice signing otherwise he shall lose the right to complain.

7.6 In case of joint assignment Clients, as far as these work needs have been fulfilled for joint Clients, are severally liable for satisfying the amount of the invoice.

7.7 In case the creditworthiness of Client gives cause for doubts Payroll Works can ask for certainty and thus in case of lack of certainty Payroll Works can delay the fulfilment of the contract.

7.8 Payroll Works has the right the payments which were made by Client to last and use for decrease of costs in the first place, further for decrease of due interest and after all for decrease of the sum total and current interest.

Payroll Works can without reason of neglecting refuse an offer for payment, in case Client points out another sequence for ascribing. Payroll Works can turn down complete payment of the sum total, in case Client disagrees with payment of due interest, current interest as well as the costs.

7.9 In case Client faces liquidation, bankruptcy, confiscation or suspension of payment, Payroll Works's demands to Client are immediately and directly claimable.

8 Ownership Restrictions

8.1 Payroll Works shall reserve the rights to all the supplied to Client means such as software and (electronic) files,

as well as all the necessities required for successfully processing work, they shall stay in Payroll Works's ownership or in Payroll Works's Payroll Works ownership until all the amounts due to be paid by Client by virtue of the present contract; as well as the amounts notified in article 7.2, completely satisfied to Payroll Works. The rights shall be repeatedly provided to Client, or in case it occurs, shall be transferred under the conditions, that Client shall completely and on time satisfy the fees as agreed.

8.2 The files with (processing) information of Client, provided for Payroll Works's supervision, shall stay the ownership of Client in any circumstances.

8.3 Client is not authorized to pawn or in any other way to encumber the items, which are in ownership restriction.

8.4 In case third parties claim to take possession of the supplied items, which are in ownership restriction, and a possibility of confiscation occurs, then Client shall be obliged to inform Payroll Works as soon as it can be reasonably expected.

8.5 Client shall be obliged to ensure the supplied items, which are in ownership restriction, to keep them ensured against fire, explosion or water damage as well as theft and to produce the insurance polis for inspection at first request.

8.6 In case Payroll Works wishes to execute ownership rights, as indicated in this article, then Client shall give an unconditional and revocable right to Payroll Works or to a third party, selected by Payroll Works, to tread on all the places, where Payroll Works's property located, for taking it back.

9 The Cooperation of Client

9.1 Client is supposed to provide cooperation to fulfilling the contract, for this purpose Client shall permanently supply Payroll Works with all the useful and necessary information or explanations.

9.2 In case the necessary information needed for fulfilling the contract is not at Payroll Works's disposal, not presented on time or not presented in accordance with agreement; or in case Client in some other way does not carry out his obligations Payroll Works has the right to delay of fulfilling the contract.

10 Periods of Delivery

10.1 The delivery periods mentioned by Payroll Works are determined on the basis of the information, which was known to Payroll Works with entering into contract, and Payroll Works shall keep to these delivery periods. Payroll Works is

not bound to period of delivery, which cannot possibly be met owing to circumstances, that arises after entering into contract. In case there is a threat of exceeding of the delivery, then Payroll Works and Client shall confer on the matter as soon as possible. An excessive exceeding of delivery periods could be considered as the basis for dissolution of the contract with due regard for the matters indicated in the articles 5.3, 5.6, 5.9, 6.6, 10.1, 13.1, and 13.6.

11 The Responsibility of Payroll Works - Indemnification

11.1 Payroll Works shall be liable for all the direct damage to Client, which is connected in any way with fulfilling the

contract by Payroll Works, while Payroll Works's responsibility shall still be limited to the amount of his fees related to

the present assignment. That means a quarter bill in case of salary processing and a month bill in case of acting assignments.

11.2 Payroll Works shall never be liable for damage, for all the indirect damage, including stagnation in the course of

well-regulated events in Client's enterprise, in anyway related to, or caused by a mistake made by Payroll Works while fulfilling the work.

11.3 Payroll Works has the right to rectify Client's damage anytime, in case and as far as possible.

11.4 Client protects Payroll Works from all the claims of third parties, who directly or indirectly, now or later could be

connected with fulfilling the contract.

11.5 Payroll Works shall not be liable for damage two years after the moment the damage occurred.

11.6 Client indemnifies Payroll Works from claims of third parties referring to rights of intellectual property on materials and data provided by Client, which are used during the execution of the agreement.

11.7 In case Client provides Payroll Works with electronic devices, electronic data or software, etc., then Client gives

a warranty that electronic devices, electronic data, software or others are not faulty and free from viruses.

11.8 Differently from what was prescribed in article 12.1 in an assignment with the execution time longer than six months the liability is further limited to the last six months of the due part of the fees.

12 Force Majeure Responsibilities

12.1 In case Payroll Works cannot fulfill his responsibilities according to the contract or cannot fulfill them on time or

in an appropriate way owing to the business congestion in the enterprise or to another accountable reason, then the responsibilities should be delayed till the period, when Payroll Works shall be able to perform according to the contract.

12.2 In case of force majeure, as prescribed above Payroll Works has the right to annul the contract completely or partially, such can be done by means of a simple announcement to Client without any further legal mediation, and without making Payroll Works liable for any payments related to any suffered losses.

12.3 In case Payroll Works at the time of occurring of force majeure has already partially performed or shall be able

to perform his contract responsibilities and the performed or respectively to be performed part of these contract responsibilities possess an independent value, then Payroll Works is authorized to charge separately for already performed or respectively to be performed part of the contract responsibilities. Client should satisfy this invoice as if it were a separate contract.

13 Processing of the Work

13.1 Payroll Works shall fulfil salary processing together with the other related activities with an utmost care according to the agreements with Client fixed in written form.

13.2 Payroll Works has the right to delegate the fulfillment of certain work to third parties if it's required for good performance of the assignment.

13.3 Payroll Works should receive the data, which he is supposed to work with, prepared and delivered by Client according to Payroll Works's instructions.

13.4 Payroll Works shall not be liable for damage of whatever nature, when Payroll Works proceeded from the assumption,

that Client provided improper and / or not complete data.

13.5 Payroll Works shall be allowed to keep the data and necessities, received from Client, as well as the results of the work processing till all the due payments are completely satisfied.

13.6 Payroll Works can add changes into the size of the contents of performing salaries' processing and the work related to that. In case these changes and differences could influence Client's current procedures, Payroll Works shall inform Client about that as soon as possible. Client shall be charged for the costs of the changes of the procedures. In such a case Client can annul the contract by means of written notification to Payroll Works before the date the changes enter into operation, unless the changes in work processing should be necessarily added owing to legislation changes or otherwise changes in regulations were introduced by authorized officials entitled for instructions.

13.7 Changes in the contents size of salary processing shall not automatically lead to increase or reduction of tariffs.

13.8 Payroll Works gives warranty for the contract period that the necessary software shall be adapted to changes in

regulations of authorized officials so that the processing of Client's data shall be performed with the same quality standards.

14 Dispute Regulations

14.1 In case of dispute connected with proposals, assignments, agreements, or contracts, which are the subject of these Terms and Conditions, the Court in Client's place of business shall have exclusive jurisdiction to hear actions unless the subject of the dispute belongs to the jurisdiction of the cantonal judge.

14.2 Should the Parties fail to reach an agreement and their disputes are not to be settled in an amicable way, a case should be submitted to the Court.

15 The Applicable Law

15.1 Dutch Law shall apply to each and every proposal, assignment, agreement, or contract.