

General Terms and Conditions of Care4HR performance VOF, referred to below as Contractor

Utrecht, 8 April 2008. For the latest version of these General Terms and Conditions, please go to www.care4hr.nl.

Article 1 Definitions

1. The following terms shall have the following meaning in these General Terms and Conditions, unless expressly stipulated otherwise.

Contractor: Care4HR performance VOF

Client: Contractor's other party.

Assignment: all quotes, offers, activities, assignments, and agreements between Contractor and Client, or their legal successors respectively.

Article 2 General

1. These General Terms and Conditions shall govern all Assignments. In the event of any inconsistencies between these General Terms and Conditions and the Assignment, the relevant stipulations of the Assignment shall prevail, while the remainder of these General Terms and Conditions shall remain unimpaired, even if not expressly stipulated. Deviations to these General Terms and Conditions shall be valid only if agreed in writing between parties. Unless expressly agreed otherwise in writing in an Assignment, no other general or special terms, in particular Client's Terms and Conditions, shall apply and are hereby expressly rejected.

2. If one or more stipulations in these General Terms and Conditions are void or voided, the remaining stipulations in these General Terms and Conditions shall remain unimpaired. Contractor and Client shall agree new stipulations to replace the void or voided stipulations, respecting the purpose and meaning of the original stipulation where possible.

Article 3 Offers

1. All offers made by Contractor shall be based on information provided by Client. Client shall guarantee that it shall make available to the best of its knowledge all information required for the design, performance and completion of the Assignment.

2. All offers made by Contractor shall be non-binding. The offers shall remain valid for 30 days, unless stipulated otherwise.

3. If the acceptance deviates from the offer, it shall be non-binding for Contractor. In that event, the Assignment shall not be agreed in accordance with such deviating acceptance, unless otherwise stipulated by Contractor.

4. A composite quotation shall not oblige Contractor to perform part of the Assignment for the corresponding part of the quoted value.

5. Offers shall not automatically apply to future Assignments.

Article 4 Information and cooperation

Client shall provide, on a timely basis, all documents, information and contacts required for the correct performance of the Assignment.

Article 5 Performance of the Assignment and involvement of third parties

1. Contractor shall carry out the work in line with the Assignment to the best of its knowledge, expertise and capability.

2. Where required for the proper performance of the Assignment, Contractor shall have the right to have (parts of) the work performed by third parties. Contractor shall arrange such in consultation with Client. Contractor shall make every effort to ensure the obligations and agreed level of quality are met.

3. Contractor shall accept no liability for the work carried out by third parties if these third parties have entered into an agreement with, or have been appointed by, Client.

4. Contractor shall not be liable for any damage, of whatever nature, if Contractor performed the Assignment based on incorrect and/or incomplete information provided by Client, unless Contractor should have been aware that this information was incorrect or incomplete.

5. If it has been agreed that the Assignment is to be carried out in phases, Contractor may suspend performance of any subsequent phase until Client has approved in writing the performance of the previous phase.

6. If Contractor or any third parties contracted by Contractor perform any work under the Assignment on Client's premises or on a location

designated by Client, Client shall make available, free of charge, the facilities that are reasonably required by these employees.

Article 6 Term and termination of the Assignment

1. The Assignment shall be entered into for the period stipulated in the Assignment. Unless stipulated otherwise, Assignments shall be extended by one calendar year following expiry of the applicable term, unless legally terminated.

2. Assignments may be terminated only through written notification sent by registered mail at the end of the calendar year subject to a minimum notice period of three months.

3. If the Assignment is terminated towards the end of a calendar year, subject to the stipulations of Article 3 sub 2, Client may avail of Contractor's services for another three months of the following calendar year to close the previous financial year, subject to payment of the fee applicable at the time the Assignment was terminated, provided Client has indicated such no later than three months prior to the termination. If so required, Contractor shall be entitled to submit an advance fee for this period. This Article shall not apply if the Assignment is terminated or dissolved early (Article 13), or for any urgent reason.

4. If Client fails to terminate the Assignment either in the manner stipulated in Article 6 paragraph 2, or does not terminate the Assignment, but offers no (further) data or very little data for processing to Contractor, the latter may reasonably assume that Client does not wish to continue the Assignment. In that event, Contractor shall be entitled to claim damages payable immediately totalling 50 % of the sum invoiced to Client in the twelve months prior to the month in which Contractor failed to receive any or only very few data for processing.

5. Offers shall be drawn up for all activities that fall outside the scope of the basic service, stipulating the term of the Assignment. Unless agreed otherwise, all activities that fall outside the basic service shall be of a temporary nature.

6. Any terms stipulated in the Assignment (see paragraph 5) for completion of certain work shall never constitute a strict deadline. If Contractor exceeds the performance term, Client must give Contractor notice of default in writing.

Article 7 Fee and costs

1. Offers are drawn up for all services offered by Contractor, stipulating the applicable rates. Work outside the basic service scope shall be charged at an hourly rate to be agreed in writing between parties.

2. All rates agreed with Contractor shall be exclusive of VAT, and exclude any other government levies, and any costs to be incurred for the Assignment, including shipment and administration costs, unless stipulated otherwise, and shall apply to the services stipulated in the Assignment in accordance with the specifications listed;

3. The (hourly) rates agreed for additional work to be performed by Contractor shall be increased annually in line with increases in the consumer price index established by the Statistics Netherlands (*Centraal Bureau voor de Statistiek*). In the event of any statutory increases, Contractor shall also be entitled to increase its prices.

4. Contractor's rates do not include any office costs. If any office costs are incurred, parties shall make agreements in writing upon entering into the Assignment. Travel times of up to 45 minutes shall not be charged. Travel times of over 45 minutes shall be charged at 50% of the applicable hourly rate. Mileage shall be charged separately at the rate set out in the offer.

5. Travel and accommodation costs and any other unforeseen costs shall be charged at actual cost prices. Where possible, parties shall agree such costs, preferably in writing.

6. Only the actual time spent shall be charged. Where the quoted price is expected to overrun by more than 5%, the actual time spent shall be charged following consultation with Client.

7. Contractor shall inform Client in writing of its intention to increase its rate as per the stipulations of paragraph 7. Contractor shall stipulate the

amount of, and date on which the increase will take effect.

8. If Client does not wish to accept the increase indicated by Contractor, Client shall be entitled to terminate the Assignment in writing within two weeks following said notification, or to terminate the Assignment as per the date listed by Contractor in the notification on which the increase would take effect.

Article 8 Amendment to the Assignment, extra work

1. Client accepts that the Assignment schedule may alter if during the agreement parties decide to amend the approach, working method or scope of the Assignment and the resulting work. If due to Client actions changes to the performance of the Assignment occur during the term of the agreement, Contractor shall make the amendments required in consultation with Client. If this leads to extra work, this shall be charged to Client as an additional Assignment. Contractor shall be entitled to charge Client the extra costs for amending the Assignment.

2. Contrary to paragraph 1 Contractor shall not be entitled to charge any additional costs if the change or addition to the Assignment is the result of circumstances attributable to Contractor.

Article 9 Term of payment

1. Payment shall be due within 30 days of the date of invoice. Objections to the invoiced amounts shall not entitle Client to suspend its payment obligations.

2. If Client fails to settle the amount payable under Contractor's Assignment, it shall be in default as per the expiry date in the event of non-payment of all outstanding sums, and shall be required to pay the statutory interest accrued on the outstanding amount as per that date;

3. Once Client has been given notice of default, Contractor shall be justified to suspend its work until Client has settled the amount due in full;

4. From the date of default until the date the outstanding sum is settled in full, Contractor shall owe interest of 2% per month on the outstanding sum. Also, Client shall be liable for all judicial and extrajudicial costs incurred by Contractor to secure payment.

5. Each right of setoff of Client, on whatever account or for whatever reason, shall be expressly excluded.

Article 10 Conclusion of the Assignment

The Assignment shall have been concluded in financial terms if the settlement has been approved by Client. Client must inform Contractor within 30 days of the date of invoice. If Client does not respond during this period, the settlement shall be deemed to have been approved. All goods supplied to Client shall remain the property of Contractor, until they have been paid for by Client.

Article 11 Intellectual property

1. All intellectual property rights that fall to Contractor shall be retained, also if they are part of the work performed for Client.

2. All goods delivered by Contractor, including designs, policy instruments and (electronic) files, etc., shall remain the property of Contractor until Client has met all subsequent obligations from all agreements entered into with Contractor.

3. Client shall not be authorised to pledge any goods supplied subject to any retention of title or to encumber these in any other manner.

4. Client shall not be entitled to publish or otherwise make public any intellectual property produced by Contractor. This shall be permitted only with the prior written permission from Contractor.

5. In the event third parties seize goods supplied subject to retention of title or wish to establish or invoke any rights to these goods, Client shall inform Contractor as soon as reasonably possible.

6. Client shall be obliged to insure the goods supplied subject to retention of title and to keep these insured against damage from fire, water and theft and to submit the insurance policy for inspection upon the first request.

7. Goods supplied by Contractor subject to retention of title as per the stipulations of paragraph 2 of this Article, may be sold only as part of standard business practice, and may never be used as means of

payment.

8. In the event Contractor wishes to exert the ownership rights referred to in this Article, Client hereby unconditionally and irrevocably authorises Contractor or any designated third parties to access all locations where Contractor's property is located and to retrieve these goods.

Article 12 Complaints

1. Client shall report in writing to Contractor any complaints about the work carried out within two weeks of the date of invoice, but no later than three weeks after completion of the work in question. The notice of default shall describe the failure in detail, enabling Contractor to respond adequately.

2. If a complaint is founded, Contractor shall perform the work as arranged, unless this work is demonstrably no longer of any use to Client. Client must report such in writing.

3. In the event the work agreed and to be performed is no longer possible or useful, Contractor shall be liable only within the scope of Article 15.

Article 13 Early termination / dissolution

1. Contractor shall be permitted to suspend the observance of the obligations or to dissolve the Assignment in the event:

I. Client fails to meet its obligations from the Assignment in full or in part;

II. of any circumstances that reasonably suggest that Client will not be able to meet its obligations of which Contractor learnt after the Assignment was agreed. In the event there is reason to suspect Client will fail to meet its obligations in whole or in part, suspension shall be permitted only to the extent justified by the failure;

III. Client was asked to provide security for meeting its obligations from the Assignment upon agreeing to the Assignment and this security was not provided or proved insufficient.

The default situation shall occur 14 days after the defaulting party has been given notice of default in writing, without prejudice to the stipulations of Article 9. In the event of late payment by Client, the default situation shall take effect without notice of default being required;

2. Contractor shall be authorised to dissolve the Assignment or to have this dissolved in the event of circumstances that are of such nature that the observance of the Assignment becomes impossible or can no longer reasonably or fairly be demanded, or in the event of any other circumstances that are of such nature that the performance of the Assignment as it stands cannot reasonably be expected.

3. In the event Client becomes bankrupt, applies for suspension of payment, discontinues its business operations or submits an application in accordance with the Debt Rescheduling Natural Persons Act, offers its creditors a private settlement, or convenes a meeting of creditors (for this purpose), Client's assets are put under administration, or are seized, Contractor shall have the right to dissolve the Assignment early without notice of default being required;

If Client dissolves the agreement early, it shall be obliged to compensate Contractor for the work carried out. In the event Contractor dissolves this Assignment early because of a situation as stipulated under paragraph 3 of this Article, Contractor shall be entitled to claim damages from Client.

Article 14 Return of goods provided

1. If Contractor has made goods available to Client for the performance of the Assignment, Client shall be obliged to return these in the original condition, without defects and complete, within 14 days upon its written request. If Client fails to meet this obligation, any resulting costs shall be for its account.

2. If Client, for whatever reason, after having been sent a demand, fails to meet the obligation referred to under 1, Contractor shall be entitled to claim any resulting damages and costs, including replacement costs, from Client.

Article 15 Liability

1. Contractor shall accept every Assignment subject to an obligation to perform to the best of its ability. Contractor may never be held liable for any results not achieved. Contractor shall be liable solely for failures in the performance of the Assignment that are the result of negligence and incompetence in providing advice and in the performance of the Assignments.

2. In the event Contractor is liable for any direct damage, this liability shall be maximised to the extent of the invoiced amount. At all times, liability shall be limited to the maximum amount of any compensation paid by Contractor's insurer.

3. Contrary to the stipulations of paragraph 2 of this Article, liability for Assignments with a term of six months or more shall be restricted to the fee payable for the last six months.

4. Under no circumstance may compensation be claimed for any damage caused by loss of income by Client (regardless of how it was incurred) or for any indirect or consequential damage.

5. Client may rely upon a failure of the other party to perform provided it has notified Contractor in writing hereof within three months of completion of the Assignment.

Article 16 Implementation phase

The implementation phase which Contractor has determined in the Assignment has been established to the best of its knowledge based on the information available at the time the Assignment was entered into. This term shall be observed where possible. If the term is expected to be exceeded, Contractor and Client shall consult as soon as possible. Exceeding the term shall not constitute default by Contractor and shall therefore not provide any grounds for Client to dissolve the Assignment. Contractor shall not be liable for any damage due to the agreed term being exceeded.

Article 17 Indemnification

1. Client shall indemnify Contractor against the use by third parties of any intellectual property rights to materials or information supplied by Client in the performance of the Assignment.

2. If Client supplies to Contractor data carriers, electronic files or software etc., it shall guarantee that these data carriers, electronic files or software are free from viruses and defects.

Article 18 Transfer of risk

The risk of loss and damage of the goods that are the subject of the Assignment shall transfer to Client upon their legal and/or factual delivery, and as such are brought under the control of Client or a third party to be designated by Client.

Article 19 Force majeure

1. Parties shall not be obliged to meet any obligation if obstructed by any circumstance of which they are not culpable or which by law, legal act, or common opinion are not for their account.

2. *Force majeure* in these General Terms and Conditions shall include all relevant legal and case law regulations as well as all foreseen or unforeseen external causes which Contractor cannot influence, and which prevent it from meeting its obligations. This shall include strikes in Contractor's company, illness and/or disability for work.

3. Contractor may also rely on *force majeure* if the circumstance that hinders (further) performance occurs after Contractor was due to meet its obligations.

4. For the period of *force majeure*, parties shall be entitled to suspend their obligations under the Assignment. If this circumstance lasts for two months or more, each party shall be entitled to dissolve the Assignment without any liability to compensate the other party for any damage.

5. To the extent Contractor has already met part of its obligations under the Assignment or shall be able to do so at the time the *force majeure* occurs, and the part of the Assignment performed or to be performed has independent value, Contractor shall be entitled to invoice Client for

the separate part performed or to be performed. Client shall pay this invoice as if it concerned a separate Assignment.

Article 20 Confidentiality

1. Both parties shall be obliged to maintain confidentiality in respect of all confidential information they have obtained from each other or from another source as part of their Assignment or the work. Information shall be deemed confidential if the other party has specified it as such, or if this is obvious from the nature of the information.

2. If, following a legal stipulation or a court order, Contractor shall be obliged to reveal confidential information to third parties designated by law or the competent court, and Contractor cannot rely upon a legal or court approved right to refuse to give evidence in this matter, Contractor shall not be liable to pay any damage or compensation and the other party shall not be entitled to dissolve the Assignment on the basis of any resulting damage.

Article 21 Other

For the term of the Assignment up to twelve months following its termination, Client shall not be permitted to offer any paid work (under an employment contract or otherwise) to professionals who have been involved in the performance of the Assignment for Contractor. If Client does offer any paid work to such professionals, Contractor shall be entitled to a recruitment and selection fee totalling 30% of the professional's annual salary. For a period of twelve months, Contractor shall also refrain from contacting Client's staff to offer them a position elsewhere, save with Client's prior approval.

Article 22 Disputes

1. In the event of any disputes arising from the Assignment or any subsequent agreements, parties shall initially aim to settle these by means of mediation in accordance with the relevant regulations of the Netherlands Mediation Institute (*Stichting Nederlands Mediation Instituut*) in Rotterdam, as applicable from the day of mediation.

2. If the dispute cannot be solved through mediation, it shall be settled by the competent court.

Article 23 Applicable law

Dutch law shall govern all Assignments between Contractor and Client.

Article 24 Amendments

For the most recent version of these Terms and Conditions, please go to www.care4hr.nl, the Care4HR performance VOF site.

Any Assignments shall be subject to the most recent version of the Terms and Conditions, or to the version applicable at the time the Assignment was agreed.

In the event of any discrepancies or contradictions between this English translation and the original Dutch text, the Dutch text shall prevail.