

GENERAL TERMS AND CONDITIONS SNT BENELUX

1. General Provisions, Applicability and Creation of Agreement

- 1.1 "SNT" will be understood to refer to legal entities or businesses (as contemplated in articles 2:24a, 2:24b and/or 2:24c of the Dutch Civil Code ("*Burgerlijk Wetboek*")), belonging to SNT Benelux B.V., which declares or has declared these general terms and conditions ("General Terms and Conditions") to be applicable..

"Client" will be understood to refer to the legal entity or natural person with whom SNT has concluded an Agreement.

"Agreement" will be understood to refer to the agreement between SNT and the Client, including any Appendices, to which these general terms and conditions of delivery apply.

"In writing" or "written" will be understood to mean (on) paper, such paper having been handed over or provided by fax, regular mail or, if explicitly stated, registered mail. Unless explicitly determined otherwise in this Agreement, this definition does not apply to e-mails or other electronic messages.

- 1.2 These General Terms and Conditions apply to all offers by SNT, all Agreements between SNT and the Client, as well as all obligations ensuing from and based on such Agreements. Any deviations from and/or supplements to these General Terms and Conditions will only be valid if they have been agreed upon by the parties in writing.
- 1.3 SNT explicitly refuses to accept the applicability of any other subsequent general terms and conditions (of purchase) and the applicability of these General Terms and Conditions excludes the applicability of all other terms and conditions. To the extent that other terms and conditions may (partly) apply, these General Terms and Conditions will in the event of any contradiction at all times prevail over such other terms and conditions.
- 1.4 All offers and proposals of SNT remain free of obligation and may at any time be revoked, unless SNT has stated otherwise in writing.
- 1.5 An Agreement will only enter into force and effect after SNT has confirmed an order to the Client in writing and by affixing its signature. SNT shall not perform any services for a Client if no Agreement has been concluded. If an Agreement is not entered into in writing, SNT's invoice will be deemed to represent the Agreement in full, subject to evidence to the contrary.
- 1.6 SNT is connected with the trade association DDMA (Dutch Direct Marketing Association). SNT will carry out its activities in agreement with the directives and codes determined by the DDMA in the field of marketing. SNT is connected with the WGCC (Employers Call Centres). SNT will comply with the most recent version of the telemarketing code agreement, determined by the WGCC. SNT is connected to the Stichting Infofilter. SNT will respect the Infofilterbestanden of the Stichting Infofilter

2. Prices, Rates and Payment

- 2.1 SNT will charge the fees for the services to be rendered and goods to be delivered to the Client based on actual costs in accordance with the rates charged by SNT, unless a fixed price arrangement has explicitly been provided for in the Agreement.
- 2.2 All total fees stated are estimated to the best of SNT's ability and knowledge, based on information provided by the Client.

- 2.3 Prices and rates offered and agreed upon by SNT will at all times be stated in Euro and will be exclusive of value-added tax (VAT) and/or any other governmentally imposed levies in respect of the delivery of goods or services. Furthermore, prices and rates will be exclusive of the costs of packaging, freight, other costs of dispatch, travelling time, and travelling expenses and accommodation expenses.
- 2.4 During the term of the Agreement, SNT will be entitled to adjust its prices and rates on the basis of price-level developments in the market. SNT shall notify the Client in a timely manner of any adjustments to prices and rates. Rates mentioned in the Agreement regarding the wage component remain in any event subject to adjustment whereby SNT (i) has established (a) collective employment agreement(s) for any of its personnel who participate therein and (ii) for temporary employment agency workers to whom the ABU (“*Algemene Bond voor Uitzendondernemingen*”) -collective employment agreement applies. Furthermore, indexation shall apply for the rates for the non-wage cost component for family consumption on the basis of the index of the CBS, as determined in the month of December of any calendar year.
- 2.5 Payment must be made in the currency stated in the invoice ultimately within 14 days of the date of such invoice, without any postponement, discount or set-off of a claim which the Client has or allegedly has against SNT, unless otherwise agreed in writing. In the event that it has been agreed that advance payment is to be made, SNT will be entitled to send the Client an invoice in this respect.
- 2.6 In the event that the due payment has not been received in time, the Client will be in default, without any notice of default being required. In such instance the Client will owe interest at a rate of 1.5% per month on the amount due and must pay SNT all judicial and extra-judicial costs to be incurred by SNT, which will explicitly include any administrative and legal costs to be incurred by SNT. The extra-judicial costs to be reimbursed by the Client pertain to the costs incurred and to be incurred by SNT in this respect, with a minimum of 15% of the total amount owed by the Client. In the event that the amount owing by the Client is, for whatever reason, not received by SNT within ninety (90) days after the date of the invoice, SNT shall be entitled to terminate the Agreement with immediate effect, without SNT being or becoming liable to the Client and /or third parties for any compensation.
- 2.7 In the event that due to general or specific facts or circumstances doubt may exist as to whether the Client will be able to perform its obligation to pay, SNT shall be entitled to require from the Client either a contract of suretyship or bank guarantee or to request a deposit. In the event that such additional security is not provided, SNT will be allowed to suspend performance of the Agreement(s), without prejudice to any other rights which it may have. The amount of the additional security shall not exceed the amount which the Client may reasonably be expected to owe for a period of twelve (12) months, unless agreed otherwise.
- 2.8 In the event of volume dependent pricing arrangements between SNT and the Client, invoicing shall in principle be done on the basis of rates classes which conform to the prognosis jointly agreed upon between the Parties. Should any difference occur exceeding the anticipated volume, SNT shall subsequently invoice such difference at the rates then charged by SNT to the client with retro-active effect.

3. Co-operation by Client, Client's Obligations

- 3.1 The forwarding and transportation of goods, which is understood to include the supply of data and information (by telephone lines, wireless connections or other data communication connections), will at all times be for the Client's account and at his sole risk, even if such shipment and transportation is handled or taken care of by SNT or third parties. Extra costs, as well as the suspension of activities due to the late and/or improper shipment and/or transportation of goods by the Client or third parties, will be for the Client's account.

- 3.2 The Client shall at all times furnish all information, data, facilities, products, services, materials and co-operation which SNT deems necessary or useful for the performance of the Agreement in a timely manner, in full and free of charge. The Client must at all times and fully comply with guidelines of SNT or third parties, regardless of whether SNT performs its duties from a SNT location or from the location of the Client, as the case may be. Extra costs, as well as the suspension of activities due to the late or improper performance of the provisions laid down in this paragraph by the Client or third parties, will be for the Client's account.
- 3.3 In case SNT must use ICT applications of the Client, the Client shall, if necessary, grant SNT access codes. SNT shall handle these codes with due care, but will not be liable for any abuse or illegitimate of such codes by the Client or third parties.
- 3.4 The Client is responsible for the use and application in its organisation of all hardware, software, telecommunication facilities, (the content of) databases and products or services delivered or to be delivered by SNT, as well as for any administrative and calculation methods to be applied and for the data protection.
- 3.5 In order to perform the Agreement and while taking into account the agreed upon quality provisions, the Client authorises SNT to instruct KPN Telecom B.V. or another telecommunication provider to connect to the telephone number of the Client to one of the various offices of SNT. Furthermore, the Client herewith, in advance, authorises SNT to adjust the number of open lines and the connecting numbers regarding 0800/0900-numbers for a time as determined.
- 3.6 The Client declares that it shall conform to the guidelines as determined from time to time by KPN Telecom B.V. for the use of 0800/0900-numbers. The Client shall indemnify SNT from all consequences that may arise as a result of the transgression by the Client of these guidelines.

4. Duration periods of Delivery

All delivery duration periods stated by SNT are of an indicative nature and have been established according to the best of SNT's knowledge. In the event of the likelihood of a delivery duration period being exceeded, SNT shall notify the Client as soon as possible.

5. Retention of Title

SNT will retain title to all goods delivered or to be delivered and to (results of) services until the claim in respect of the consideration for such goods and (results of) services has been paid for in full. The retention of title will also pertain to any claims of SNT against the Client for the latter's (partial) non-performance of the Agreement.

6. Guarantee

In the event that SNT issues a guarantee to the Client, the term of such Guarantee will never be for longer than one (1) month following SNT's performance, unless another term has been explicitly agreed upon in writing. In the event that SNT purportedly delivers faulty performance during the term of a guarantee, SNT shall re-perform (or provide for re-performance) in order to remedy any failure, if possible. SNT will not be under any other obligation whatsoever hereto. Furthermore, SNT's obligation to re-perform will be limited to the maximum amounts stated in Article 7 of these General Terms and Conditions.

7. Liability

- 7.1 Except as stated in this Article 7, SNT shall in no way be liable as to the conclusion of, or performance under, an Agreement.
- 7.2 If SNT is liable, whether on the basis of breach of contract or wrongful or unlawful act or omission, then SNT will only be liable towards the Client for those costs as demonstrably incurred by

the Client that are directly and immediately related to SNT's attributable breach of contract or wrongful or unlawful act or omission. Such liability for costs as referred to above will be limited to the full amount of the fee or fees (exclusive of VAT) charged in respect of the relevant Agreement, with a maximum of EURO 450,000 and will, with respect to continuing performance Agreements, be limited per event and per year up to the full amount of the fee or fees (exclusive of VAT) charged on the basis of such Agreements for that year, with a maximum of EURO 450,000. A series of related events would be regarded as one event. Without prejudice to the above, SNT's liability will in any case be limited to the amount for which SNT's liability insurance provides coverage in the relevant case. Damages as referred to in this Article 7.2 shall be reported to SNT as soon as possible, but in any event not later than four (4) weeks after such damages arising.

- 7.3 Any other liability or other costs and damages, including indirect damage, loss of expected profits and pecuniary damage other than as referred to in Article 7.2, is excluded.
- 7.4 The Client indemnifies SNT from and against all claims of third parties. The Client shall never hold third parties or persons hired by or carrying out work for SNT liable, except in case of intent or serious or gross negligence. The exclusions and limitations of liability laid down in this Article are also stipulated for the benefit of the affiliated legal entity or employees hired by SNT for the performance of the Agreement, which entails that they may directly invoke this limitation of liability. SNT is entitled to invoke against the Client any exclusions and limitations of liability imposed on SNT by third parties, without prejudice to the other exclusions and limitations of liability of these General Terms and Conditions.

8. Force Majeure

- 8.1 In the event that SNT is prevented from (further) performing an Agreement due to force majeure of a permanent or temporary nature, such prevention may not be imputed to SNT. In case of force majeure, the parties will be entitled to suspend (further) performance of the Agreement. In the event that a situation of force majeure continues for more than thirty (30) days, the parties may dissolve the Agreement in whole or in part, without being obliged to pay damages and without any legal intervention being required.
- 8.2 "Force majeure" will be defined as any and all circumstances that can not be attributed to a party's fault or be for its account by law, legal act or norms under common business practice. "Force majeure" will in any event be understood to mean unforeseen circumstances; delays at or non-performance of suppliers; strikes; sit-ins; blockades; embargoes; government measures; war, revolutions or similar situations; power failures; breakdowns of (electronic) communication lines; loss or mutilation (of data) or damage (to data) during transportation; fires; explosions; water damage; floods or earthquakes.

9. Termination/Dissolution

- 9.1 In the event that the Client fails to perform its obligations under the Agreement, SNT shall declare the Client to be in default, granting him a reasonable term to perform its obligations. If the Client is still in default after expiry of this term, SNT may dissolve the Agreement with immediate effect.
- 9.2 Furthermore, SNT may terminate the Agreement in whole or in part with immediate effect by written notification, without any notice of default or legal intervention being required, in the following cases.
- a. if the Client (provisionally) applies for a suspension of payment then the postponement can be granted;
 - b. if the Client requests its own bankruptcy or third parties request the bankruptcy of the customer, or the bankruptcy of the Client is pronounced;
 - c. in the event that the Client's business is liquidated or terminated;
 - d. in the event that control over the Client's business is fundamentally changed;

e. in the event that amounts owing by the Client to SNT are not paid within 90 days after the date at which an invoice was sent, for whatever reason.

SNT will not at any time be obliged to pay any damages if the Agreement is terminated for one of the reasons listed in this Article.

9.3 The dissolution or termination of the Agreement will result in SNT no longer being obliged to perform the Agreement any further after the Client received the dissolution or a written termination notice. Any of the Client's payment obligations towards SNT that arose prior to dissolution or termination will remain in full force and effect.

9.4 In the event that the Client dissolves or terminates the Agreement prematurely, the Client shall reimburse SNT for any costs incurred, hours spent and materials used by it, including investments and the severance of lasting relationships that SNT had entered into in view of its obligations ensuing from the Agreement.

9.5 Any obligations and rights under the Agreement which are by their nature intended to continue after termination of the Agreement will remain in full force and effect between the parties after termination of the Agreement to the extent possible by law.

10. Confidential Information, Secrecy

10.1 The parties are obliged to keep all data of a confidential nature, in whatever form it may be, which was obtained from or on behalf of the other party, confidential and secret vis-à-vis third parties, unless otherwise agreed upon in writing. The parties shall refrain from disclosing such data to third parties without the other party's prior written permission, unless and to the extent that they are obliged to disclose such data pursuant to any provision under mandatory law. The parties shall impose this same duty of secrecy on their personnel and any other persons involved.

10.2 Unless agreed upon otherwise in writing between the parties, any confidential data and information made available will be destroyed or returned upon termination of the Agreement in a manner to be agreed upon in more detail. The costs thereof will be borne by the Client.

10.3 SNT may refer to the Agreement in publications, advertisements or otherwise, unless the parties have agreed otherwise.

11. Data Protection

11.1 The Client is and will remain responsible for the processing of the data. SNT is a processor without independent control over the data that is processed on the Client's behalf under the Agreement. SNT will only carry out those data processing operations that have been assigned by the Client in writing.

11.2 The Client shall comply with the provisions laid down by or pursuant to the law and regulations on personal data protection (including but not limited to the Act on the Protection of Personal Data (*Wet bescherming persoonsgegevens*, "WBP").

11.3 The Client shall promptly and in writing furnish SNT with all required information about the data processing. This means, *inter alia*, that the Client shall inform SNT, at its first request, about whether any processing of personal data within the meaning of the Agreement has been reported to the supervisory authority over the rules and regulations applicable in the Netherlands concerning personal data protection (the Board on the Protection of Personal Data (*College bescherming persoonsgegevens*)) or to the Client's data-protection officer.

11.4 The Client shall indemnify SNT, except in case of intent or gross negligence on the part of SNT, from and against all claims that may be filed against SNT due to a violation of statutory terms for keeping personal data or of the provisions prescribed by or pursuant to the law and regulations on personal data protection.

- 11.5 As a processor, SNT will be entitled to postpone its activities if the Client acts contrary to the provisions prescribed by or pursuant to the law and regulations on personal data protection. SNT will not be liable for any damage ensuing from such postponement. The Client will be liable towards SNT for any and all damage ensuing from the postponement. SNT shall comply with statutory obligations regarding the disclosure of information (including personal data) as within the context of a criminal tracing investigation.
- 11.6 Unless SNT has obtained the Client's prior written permission, SNT shall refrain from contracting third parties to act as processor in the performance of the Agreement. The Client shall not withhold its permission on unreasonable grounds.

12. Intellectual Property and Comparable Rights

- 12.1 All intellectual property rights in software, hardware, (results of the) services and related materials, such as analyses, designs, documentation, reports and offers, as well as any preparatory materials in this respect, as developed or made available by SNT, are vested in SNT or its licensors. To the extent necessary, the Client shall transfer these rights to SNT under the Agreement(s) and SNT shall hereby accept such transfer promptly upon these rights coming into existence. To the extent that the transfer of such rights is subject to a formality, the Client shall render its unconditional co-operation to the transfer of such rights to SNT at the latter's first request.
- 12.2 In the event that a collection of works, data or any other independent elements of the Client are systematically or methodically structured due to SNT's substantial investment, as a result of which a (changed) database comes into existence, the copyrights, database rights and comparable rights therein are vested in the Client. To the extent necessary, SNT shall transfer such rights to the Client under the Agreement(s). To the extent that the transfer of such rights is subject to a formality, SNT shall render its unconditional co-operation to the transfer of such rights to the Client at the latter's first request.
- 12.3 The Client hereby grants SNT a non-exclusive and non-transferable licence/right for an indefinite period of time to use any material or data, including software, hardware, documentation, databases and operating instructions which SNT will use in the performance of an Agreement and/or which the Client will make available to SNT and in respect of which it has been explicitly agreed that the intellectual property rights or comparable rights will not be vested in SNT, now or in the future. The Client warrants that it is authorised to grant SNT the above-mentioned licence/right.
- 12.4 The parties undertake to indemnify each other for and against any claims of third parties based on the infringement of intellectual property rights or comparable rights allegedly owned by such third parties in the event that such infringement relate to software, hardware, (results of the) services, related materials as well as (data in) databases made available to the other party. This indemnification obligation will not apply in the event that the infringement occurs as a result of an alteration or addition made by the other party. The provisions laid down in the preceding sentence will not apply in cases in which SNT has made any alteration or addition, including an adaptation, in respect of which SNT agreed with the Client that such adaptation would be made by or on behalf of SNT or which the Client assigned SNT to make it. As regards the cases referred to in the preceding sentence, the Client shall indemnify SNT in conformity with the provisions laid down in this respect in the first sentence of this paragraph. The parties shall promptly notify each other about such claims of third parties based on any intellectual property rights or comparable rights.

13. Non-Solicitation

During the term of an Agreement and during two years after its termination, SNT and the Client shall in the absence of the other party's written permission, mutually refrain from hiring, each other's employees who are or who have been involved in the performance of the Agreement, in-

cluding third parties for which SNT is responsible, or from either directly or indirectly otherwise having such employees or third parties work for them.

14. Lapsing of Rights

Except as agreed otherwise, the Client's rights of action and other powers vis-à-vis SNT, on any basis whatsoever, will lapse at any rate after one year of the moment at which the Client became aware or could reasonably be aware of the existence of such rights and powers.

15. Transfer of Rights and Obligations

In performing Agreements for the delivery of goods and/or services, SNT may transfer any rights and/or obligations ensuing from such Agreements in whole or in part to natural persons or legal entities affiliated with SNT.

16. Partial Nullity, Conversion, Changes

16.1 In the event that any provision of these General Terms and Conditions is contrary to any generally binding regulation, this will not affect the validity of the other provisions.

16.2 A provision that is contrary to a generally binding regulation will be deemed to have been replaced by a provision that would have been allowed by law and offers SNT the best protection possible in respect of the subject matter provided for by the original provision. The same applies if a provision from these General Terms and Conditions is not applied in a specific case because of special circumstances.

16.3 SNT may change these General Terms and Conditions and declare the changed Terms and Conditions to be applicable to existing Agreements. In such instance, SNT shall announce the changed Terms and Conditions in a timely manner. Changed Terms and Conditions will enter into force thirty (30) days after the written announcement, unless stated otherwise in the announcement. In the event that the Client refuses to accept the changed Terms and Conditions, it may give notice of termination of the Agreement with effect from the date on which the changed Terms and Conditions enter into force.

17. Choice of Law and Forum

17.1 Dutch law alone will govern all Agreements between SNT and the Client to which these General Terms and Conditions apply.

17.2 Any and all disputes between SNT and the Client that are related to and ensue from these General Terms and Conditions and Agreements concluded by the parties will be adjudicated by the competent court in The Hague, the Netherlands.

These general terms of delivery are deposited at the Dutch Chamber of Commerce Haaglanden, under file number 27117788 (SNT Nederland B.V.), and have effect as from November 1, 2005.