

General Terms and Conditions of ProfCore, filed with the Chamber of Trade and Industry for Limburg under number 33266358 (version dated February 2008)

Article 1 General

Section 1

In these general terms and conditions ("the general conditions"), "ProfCore" includes all subsidiaries of ProfCore Beheer BV, with registered office in Geleen. These general conditions govern all offers from, and contracts with, ProfCore for the supply of goods and services, and performance of work, for its client, hereinafter referred to as "the supply".

Section 2

Any general terms and conditions of purchase or other terms and conditions of the client shall be disregarded unless they are specifically accepted by ProfCore in writing.

Article 2 Offers and Contracts

Section 1

All offers made by ProfCore are subject to contract. A contract is only created if and when ProfCore specifically confirms any order in writing, except where before such confirmation it has already begun to implement the order.

Section 2

Any change or exception to these general conditions or to a contract will only be binding if and when it has been specifically agreed in writing.

Article 3 Supply

Delivery dates and times are approximate only, unless agreed otherwise, and are not deadlines. ProfCore shall use its best endeavours to comply with the agreed delivery date. However, if a delivery date is exceeded this shall not justify any claim for compensation, even after service of notice of default, nor does it entitle the client to terminate the contract at law except where the client has served notice of default upon ProfCore by registered post, allowing it a further reasonable period in which to comply with its obligation to deliver.

Article 4 Prices and tariffs

Section 1

All prices and tariffs are exclusive of general or exceptional taxes, duties and other costs, unless specified otherwise, and these are additionally payable by the client.

Section 2

If during the term of the contract between ProfCore and the client events occur that result in increases to cost prices, such as collective labour agreement obligations or statutory wage or social insurance increases, or as a result of external cost increases, then ProfCore is entitled to increase the prices and tariffs agreed with the client during the term of the contract, as from the date such changes come into effect. However, such increases cannot be implemented until three months have elapsed since ProfCore and the client entered into the contract.

Article 5 Payment

Section 1

ProfCore shall invoice for the work within one week of the end of the working week in question, on the basis that for such purposes a working week ends on a Sunday and commences on a Monday.

Section 2

Payment must be made within 14 days of the invoice date. If within the said period no payment has been made, the client shall automatically be in breach and thereby liable to statutory commercial interest, including VAT, on the sum invoiced pursuant to Book 6 Article 119a of the Dutch Civil Code, without the need for further warning or notice of default, as calculated from 14 days from the invoice date. The client is not entitled to apply any discount, compensation or suspension of payment. Payment is only deemed to have been made when the bank account of ProfCore has been credited with the payment.

Section 3

If ProfCore is required to initiate debt collection proceedings to enforce payment, all costs thereby incurred, judicial and extrajudicial, are payable by the client; by way of penalty, such costs shall be fixed at 15% of the principal debt, unless they are actually greater than this, and shall not be less than EUR 250, without prejudice to the other rights and remedies of ProfCore.

Section 4

If an invoice is based on a pre-agreed number of hours, hours not worked due to circumstances for which the Client bears the cost or risk shall be passed on to the Client, unless expressly agreed otherwise in writing.

Section 5

If in the opinion of ProfCore the financial situation of the client so justifies, then ProCore is entitled at any time to demand such guarantees as it deems necessary to ensure payment by the client of its obligations under the contract, in default whereof ProfCore may suspend performance of the contract until such time as it considers that the financial situation of the client has changed as is considered necessary to be sure that the client can meet its obligations under this contract.

Article 6 Duration and termination of the contract

Section 1

Unless agreed otherwise, the contract with the Client shall be for a fixed term with a start and end date as specified in the contract. The contract may not be terminated before the end of the term without the written agreement of the parties.

Section 2

If a contract is for an indefinite term, it may be terminated by either party subject to the notice period and other relevant conditions specified in the contract. Notice of termination must be in writing sent by registered post.

Article 7 Liability

Section 1

If the commencement or continuation of the deliveries or work agreed between the parties is delayed by factors that are at the risk and expense of the client, any loss and costs thereby incurred by ProfCore shall be compensated by the client.

Section 2

ProfCore is only liable for direct loss suffered by the client as a direct result of any attributable breach by ProfCore in the performance of its obligations, insofar as the client could not

reasonably have prevented or limited such loss and only if ProfCore, having been properly served with notice of default, continues to be in breach of its obligations. The liability of ProfCore is always limited to the cost of restitution, being reimbursement of the value of the omitted performance. ProfCore is under no circumstances liable for consequential loss, business loss, loss of profits, indirect loss, third-party loss or loss for delays. The liability of ProfCore shall not exceed the amount that would be paid out in the relevant circumstances by its liability insurer, plus the amount of its excess as stated in the policy. In the event that liability is not covered by insurance, such liability is limited to the sum of net payments received for the project or the sum invoiced for the relevant supply, up to a maximum of EUR 50,000.

Section 3

The entitlement of the client to hold ProfCore liable in the circumstances referred to above shall lapse if the client has not served ProfCore with written notice of liability specifying the grounds within two weeks of discovering the breach or of the date on which it could reasonably have discovered the breach.

Section 4

The client indemnifies ProfCore and any parties engaged by ProfCore in the performance of the contract against any third-party claim resulting from loss sustained by such third party due to, or connected with, the work of ProfCore or any parties engaged by ProfCore in the performance of the contract, except in the case of deliberate act or gross negligence by ProfCore or by any parties engaged by ProfCore in the performance of the contract.

Section 5

Neither ProfCore nor any parties engaged by ProfCore in the performance of the contract are liable for any damage to or destruction of any items supplied by the client to ProfCore to be used or processed, if the nature of the project necessarily involves the risk of such damage, loss or destruction.

Section 6

In the event of any act of negligence on the part of ProfCore, or any of its employees or agents for which it can be held legally liable, ProfCore is only liable to compensate for loss due to death or physical injury, and only for other loss insofar as this is the result of a deliberate act or gross negligence. In such cases the amount of compensation shall not exceed a sum of EUR 50,000 per incident resulting in loss, whereby a sequence of related incidents is deemed to be one incident.

Section 7

No breach by ProfCore in performance of its obligations under the contract as a result of force majeure can be attributed to ProfCore nor entitle the client to compensation. "Force majeure" here includes a state of war, civil war, rebellion, revolution, uprising, military or other takeover of power or plundering in connection with any of the above, as well as any strike or other employment conflict elsewhere insofar as this hampers ProfCore in providing its services, breakdowns, seriously problematic weather conditions, transport breakdowns and problems, breaches by suppliers, obstacles caused by government measures and, in general, any other situation that cannot be attributed to ProfCore.

Section 8

Without prejudice to the terms of section 3 above, any other claim by the client must be brought to court within one year of the incident giving rise to the claim, failing which the right to claim is lost.

Article 8 Secondment

Section 1

If the contract with the client involves the secondment of workers, whereby ProfCore supplies any number of workers to the client for the purposes of implementing the work, the provisions

set out in this article shall also apply; in the event of any discrepancy between these provisions and the other general conditions, the provisions of this article shall take precedence.

Section 2

The entire responsibility for the implementation and the results of the work lies with the client, which has actual control over and supervision of the seconded worker. The client undertakes to provide the seconded worker at the appropriate time with proper information and instructions, which may not conflict with the information and instructions pertaining to the relationship between ProfCore and such workers, unless specifically agreed otherwise between ProfCore and the client in advance.

Section 3

The client guarantees that it shall correctly comply with all government or other current rules and regulations, including, but expressly not restricted to, the Working Hours Act, the Working Conditions Act and similar legislation, especially that relating to all relevant safety requirements, and indemnifies ProfCore against any loss that ProfCore may suffer in the event that any breach of these laws or regulations is discovered and for which ProfCore is held liable.

Section 4

The client fully indemnifies ProfCore for any loss suffered by the seconded worker in the performance of his/her work, as set out, inter alia, in Book 7 Article 658 of the Dutch Civil Code.

Section 5

ProfCore shall use its best endeavours in the implementation of the secondment project and related services. Agreements about or claims to a certain service level only apply if they are expressly agreed in writing between the client and ProfCore. ProfCore shall endeavour to ensure that any seconded worker is available for the duration of the contract agreed with the client.

Section 6

The client may request a replacement for the seconded worker in the following situations:

- If the seconded worker is demonstrably unsuitable, provided that this information is given to ProfCore in writing within what, given the nature of the relevant function, is a reasonable period after the commencement of the work;
- If the seconded worker suffers a work disability for period of longer than 14 days.

ProfCore does not guarantee that such replacement (within the period desired by the client) is possible.

In the event that replacement is not possible immediately or at all, ProfCore cannot be held liable for any loss thereby caused. ProfCore does not guarantee the selection of the worker or the results of the work carried out under the actual management and supervision of the client.

Section 7

The client shall assist insofar as is reasonable with the implementation by ProfCore of its obligations as an employer towards the seconded worker, including, for example, any re-integration procedure concerning a sick worker.

Article 9 Transfer of personnel

Section 1

If the client, or any of its associated companies, during the contract or within one year of the end thereof, or within one year of the end of the most recent contract between the client and ProfCore, employs any employee of ProfCore or personnel engaged by ProfCore, or otherwise directly or indirectly engages such party to carry out work or services, except where the express prior written consent thereto has been given by ProfCore, then the client is automatically liable to ProfCore for an immediately payable penalty of EUR 15,000. In such a case, ProfCore is entitled to claim for any additional loss actually suffered on top of the said penalty.

Article 10 Termination

Section 1

Without prejudice to its statutory rights, ProfCore is entitled to terminate any contract with the client with immediate effect without the need for a court order, if the client, having been given notice by ProfCore of any breach of safety requirements, has failed to take appropriate measures within a reasonable period of time.

Article 11 Jurisdiction and settlement of disputes

Section 1

All contracts between ProfCore and its clients are governed exclusively by Dutch law.

Section 2

The parties shall endeavour to resolve any dispute arising from, or related to, any contract between them, together with the obligations created thereunder, amicably through negotiation.

Section 3

If amicable negotiation does not result in any solution, the dispute in question shall be brought before the court with relevant jurisdiction for the district of Maastricht. As an exception to this, ProfCore may choose instead to bring the dispute to the court for the district in which the client is domiciled / has its registered office.

Signed to confirm receipt and agreement:

Place:

Date:

Lawful representative of the client:

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Signed: