

**INTERNATIONAL ASSURANCE PROVIDERS
STANDARD TERMS AND CONDITIONS
(MASTER SERVICES AGREEMENT)**

These Standard Terms and Conditions set forth the general terms and conditions pursuant to which International Assurance Providers will provide services to Client pursuant to an agreement with Client (“the Agreement”). The specific engagement scope and pricing are contained in the Statement of Work as well as any such additional Statement(s) of Work as may be accepted by Client from time to time hereafter, which will form together with these Standard Terms and Conditions an integral part of the Agreement.

1. **LOCATION.** Services will be performed at sites established by Client unless otherwise agreed to in each Statement of Work.

2. **RIGHTS OF TITLE.** All reports, communications, material, information, innovations, inventions or discoveries (whether or not patentable or copyrightable), and all industrial and intellectual property rights (including – but not limited to – patent rights, design rights, copyrights, database rights, trademark rights and chip rights) conceived, reduced to practice, made or developed by International Assurance Providers solely or jointly with others in connection with International Assurance Providers performance of the Services (hereinafter solely referred to as “IPR”) shall be promptly disclosed to and be the sole property of Client, and – in so far as possible under applicable law.

International Assurance Providers hereby assigns to Client all right, title and interest in all IPR without any obligation on Client to pay royalties or other remuneration therefore. At Client’s request and expense, International Assurance Providers shall execute such documents and take such other actions as Client deems necessary

or appropriate to obtain, record or enforce the IPR or assignment thereof in Client’s name anywhere in the world. Notwithstanding the foregoing, Client shall not acquire ownership of any materials, information, know-how, tools, models, methodologies, techniques and/or other intellectual property owned by International Assurance Providers prior to International Assurance Providers performance of Services under this Agreement or that is licensed by International Assurance Providers from any third party (all of the foregoing, “Preexisting Intellectual Property”). In so far as International Assurance Providers has the right to do so, International Assurance Providers hereby grants to Client a non-exclusive, irrevocable, royalty-free worldwide license to use, modify, and enhance such Preexisting Intellectual Property (including the right to sublicense) to the extent that such license is required to enable Client to make use of International Assurance Providers Company’s Services hereunder, including without limitation any deliverables and work product. All reports, workpapers, programs, manuals, discs, tapes, listings and any other material prepared under the Agreement

by International Assurance Providers employees are solely for the specified internal use of Client, the Audit Committee, its Board of Directors and its external auditors, and may not be used or solely relied upon for any other purpose, in contradiction of the terms of any valid Statement of Work. It is further agreed between the Parties that Client's management is solely responsible for the design and implementation of an effective control system and environment. Client acknowledges that International Assurance Providers may maintain a confidential copy of any reports, workpapers, programs, manuals, discs, tapes, listings and any other material prepared under the Agreement by International Assurance Providers' employees, subject to the confidentiality restrictions of the Agreement.

3. TERM AND TERMINATION.

Unless otherwise provided for in the Statement(s) of Work, either party may terminate the Agreement or any assignment pending thereunder for any reason upon four weeks notice. Upon termination, Client shall pay International Assurance Providers final invoice for all amounts due under the terms of section 4 below. In the event of termination of this Agreement for any reason, the obligations of the parties under Sections 2 (Rights of Title), 8 (Mutual indemnification), 10 (Limitation of Liability), 11 (Confidential Information), 12 (Recruiting of Personnel), 15 (Mediation) and 16 (Governing Law and Jurisdiction) shall survive termination. In the event of a breach of the terms of any Statement of

Work or the Agreement, the non-breaching Party shall notify the breaching Party in writing of the specific breach and shall request that it be cured. If the breaching Party does not cure the breach within thirty (30) days after receiving the notice, then the non-breaching Party may terminate the Agreement and/or any assignment pending under the Agreement immediately upon written notice to the breaching Party. Termination for breach shall not preclude the non-breaching Party from pursuing any and all remedies available to it at law. If either Party becomes or is declared insolvent, becomes subject to a voluntary or involuntary bankruptcy or similar proceeding (which proceeding is not dismissed within ninety (90) day of filing), or makes an assignment for the benefit of all or substantially all of its creditors, then the other Party may terminate the Agreement and /or any assignment pending under the Agreement immediately upon providing written notice of termination to the insolvent Party.

4. PAYMENT. International Assurance Providers shall be paid at the billable rates and/or fees set forth in each Engagement Letter(s)/Proposal(s) issued in relation to the relevant Services. International Assurance Providers shall coordinate its standard work week for its professionals to take place within Client's normal business hours, unless otherwise agreed in advance. International Assurance Providers shall invoice Client on a bi-weekly basis. Terms shall be net 15 days. All objections by Client to an invoice must

be made in writing to International Assurance Providers within fourteen days after the date of the invoice. If no objections are received by International Assurance Providers within such fourteen-day period, the invoice shall be deemed accepted by Client.

If payment has not been received as set forth herein, Client will be in default, and International Assurance Providers reserves the right, in addition to any other rights it may have, to (i) suspend the Services until such payment is made in full, (ii) charge the statutory interest (as it applies to trade agreements) on the amount past due and (iii) invoice Client for all costs of collection including reasonable attorney's fees.

5. TAXES. Excluding International Assurance Providers own payroll and income taxes, Client shall be responsible for payment of all taxes, including VAT, if any, levied upon the Services provided under the Agreement. If Client is claiming tax-exempt status, Client shall provide International Assurance Providers with tax-exemption certificates prior to the start of the engagement.

6. INSURANCE. International Assurance Providers shall maintain insurance with financially sound and reputable insurance companies in such amounts and covering such risks as is usually carried by companies engaged in the business of professional services. International Assurance Providers agrees to provide Client with specimen certificates of insurance upon request.

7. INDEPENDENT CONTRACTOR RELATIONSHIP. The Parties understand and agree that the personnel assigned by International Assurance Providers to Client under the Agreement are International Assurance Providers' employees or agents. Under no circumstances are such personnel to be considered Client employees or agents. International Assurance Providers shall perform its obligations under the Agreement as an independent contractor and not as an agent or joint venture partner of Client. In the event any employee of International Assurance Providers is declared to be an "employee" of Client, International Assurance Providers shall indemnify, defend and reimburse Client and hold it harmless from and against any obligations imposed on Client to pay withholding taxes, social security, unemployment or disability insurance or similar employee benefits, retirement account contributions, tax or other employee compensation items in connection with any payments made to International Assurance Providers. International Assurance Providers by Client pursuant to the Agreement on account of International Assurance Providers or its employees.

8. INDEMNIFICATION OBLIGATIONS. Each party agrees to indemnify, defend, reimburse and hold harmless the other party for any injuries to persons or property caused by the wrongful, intentional or willful acts of its employees in connection with the performance of services under this agreement.

In recognition of the internal nature of the services, workpapers and deliverables provided to Client pursuant to the Agreement, Client takes full responsibility for the accuracy and completeness of the information provided to International Assurance Providers for completing each Statement of Work, and shall indemnify, defend, reimburse and hold harmless International Assurance Providers against any liability, judgment, demand, action, suit, loss, damage, cost and other expense (including but not limited to reasonable attorney's fees and court costs) as a result of inaccuracies or omissions in the information provided or in resulting errors in any workpapers or deliverables based on International Assurance Providers reliance on such inaccurate or incomplete information.

Further, should Client desire to furnish any third parties with documentation or deliverables, Client agrees to indemnify, defend, reimburse and hold harmless International Assurance Providers from any and all damages, fees, penalties, costs of defense, attorneys' fees and liability resulting from any and all disputes arising as a result or consequence of Client's furnishing of such internal documentation to third parties or such third parties' reliance on such documentation. Client management is solely responsible for the control, direction and supervision of the Services, as well as the implementation of any course of action based on such services.

**9. REPRESENTATIONS/
WARRANTIES.** International

Assurance Providers represents that the services will be performed in a workmanlike and professional manner by individuals who have skill and experience commensurate with the requirements of the Services. This section describes International Assurance Providers entire obligations in regard to the performance of the Services and International Assurance Providers makes no other representations or warranties with respect to the Services.

10. LIMITATION OF LIABILITY.
BOTH PARTIES UNDERSTAND AND AGREE THAT NEITHER PARTY WILL BE LIABLE TO EACH OTHER, OR ANY THIRD PARTY, FOR ANY CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF DATA, THIRD PARTY CLAIMS AND LOSS OF PROFITS), AND EACH PARTY HEREBY WAIVES ANY RIGHT TO SEEK SUCH DAMAGES AGAINST THE OTHER PARTY EVEN IF ADVISED OF THEIR AVAILABILITY. CLIENT AGREES THAT EXCEPT FOR INTELLECTUAL PROPERTY INFRINGEMENT AND INTENTIONAL ACTIONS, THE TOTAL AGGREGATE LIABILITY OF INTERNATIONAL ASSURANCE PROVIDERS, ITS SUB-CONTRACTORS AND EMPLOYEES ON ANY GROUNDS WHATSOEVER FOR ANY DAMAGES ARISING OUT OF WORK PERFORMED SHALL NOT EXCEED THOSE CHARGES PAID TO INTERNATIONAL ASSURANCE PROVIDERS BY

CLIENT FOR THE RELEVANT ENGAGEMENT.

11. CONFIDENTIAL INFORMATION. Each Party agrees that during and after the term of the Agreement it will keep secret and will not, without the prior written consent of the other, use or disclose to any third party any confidential or proprietary information relating to the business of the other Party or that Party's customers learned by such Party or disclosed to such Party in connection with the Agreement. The restrictions of this section 11 shall not apply to any information which (i) is or becomes generally available to the public other than as a result of a breach of this section 11 by the receiving party, (ii) was available to the receiving party on a nonconfidential basis prior to its disclosure under the Agreement (iii) becomes available to the receiving party on a nonconfidential basis from a third party which was not itself bound by a confidentiality obligation and was free to disclose the information, or (iv) is required by law or PCI Council to be disclosed pursuant to a valid order or request. International Assurance Providers may disclose Clients' names to third parties or include them in corporate collateral and statistics. However, International Assurance Providers does not and will not use Client names associated with specific service details in any advertisements, unless first obtaining Client's prior written consent. At no time will the confidential details of any services International Assurance Providers provides or provided its Clientele be

disclosed, nor materials generated from the performance of such services, unless pursuant to (i)-(iv) above.

12. RECRUITING OF PERSONNEL. Client shall not actively recruit International Assurance Providers' personnel engaged in providing Client's Services under the Agreement. In light of the considerable efforts and expenses required to recruit, train and maintain International Assurance Providers' personnel of the highest caliber, Client agrees not to hire International Assurance Providers' personnel involved in providing Services hereunder for a period of one year following the conclusion of work, unless International Assurance Providers provides Client with prior written consent. Client understands and agrees that it shall pay a replacement-recruiting fee equal to the applicable amount set forth hereunder, based on the time such personnel have been assigned to Client. If Client hires any International Assurance Providers' personnel during the aforementioned one-year period, and prior authorization has not been obtained, Client shall pay a conversion fee at the percentage of the then current annual salary of each International Assurance Providers' personnel converted in contradiction of this section as follows:

Time Assigned to Client	Fee (as a % of base salary)
0-30 days	35%
31-60 days	30%
61-90 days	25%
>90 days	None

Such conversion fees shall be invoiced

to client and due to International Assurance Providers as set forth in the Payment Section of this Agreement.

13. ENTIRE AGREEMENT. The Agreement (including these Standard Terms and Conditions and the Statement(s) of Work referred to), as well as any written amendments, shall constitute the entire agreement between the parties and supersede all previous communications, representations, understandings, concurrent or subsequent purchase orders, and agreements, whether oral or written, between the parties or any officer or representative of the parties. Client has not relied upon any representations other than those set forth in the Agreement and the Statement(s) of Work referred to herein. In the event of a conflict in terms between the Agreement, these Standard Terms and Conditions and/or the terms of any Statement(s) of Work, the specific terms of each of the Statement(s) of Work will take precedence over the Agreement and the Agreement will take precedence over these Standard Terms and Conditions.

14. AMENDMENTS. No amendments or other variation to the Agreement shall be effective unless in writing and signed by an authorized person on behalf of each party.

15. DISPUTE RESOLUTION. If any Party hereto shall believe it is entitled to any relief or remedy hereunder or with respect hereto, such party (the “Claimant”) shall give notice thereof (a “Dispute Notice”) to the Party hereto from whom the Claimant believes it is

entitled to such remedy or relief (the “Respondent”). The Claimant and Respondent shall seek to resolve any dispute (a “Dispute”) so identified in a Dispute Notice, but if a Claimant and Respondent are unable, within twenty (20) days of a Dispute Notice to resolve the Dispute therein identified, either the Claimant or the Respondent may demand mediation in accordance with the Regulations of the Dutch Mediation Institute (*Stichting Nederlands Mediation Instituut*) in Rotterdam. If, in any case, a Claimant and a Respondent have not resolved a Dispute within ninety (90) days after the date the Dispute Notice identifying such Dispute was given hereunder, either the Claimant or the Respondent may demand that such dispute be submitted to and settled by the competent court as mentioned in Section 16. However, nothing in this section prevents either Party from taking protective or provisional measures (including summary proceedings).

16. GOVERNING LAW. The laws of the Netherlands shall govern this Agreement. Both Parties consent to the jurisdiction of the court in Amsterdam, the Netherlands in the event of any litigation concerning the Agreement or the Services provided in connection with the Agreement or concerning an related agreement. No action arising out of the Agreement, regardless of the form, may be brought by either party more than one year after the cause of action has accrued.

17. SEVERABILITY. If any provision of the Agreement is determined to be unenforceable or invalid, the remaining

provisions of the Agreement shall remain in full force and effect.

18. FORCE MAJEURE. International Assurance Providers and Client shall not be liable for any failure to perform or delay in performance of its obligations under the Agreement, resulting from the elements, acts of God or any other cause beyond the reasonable control of the party failing to perform.

19. NOTICES. Any notices required under the Agreement shall be in writing. Notices shall be delivered in person or sent by overnight courier or facsimile addressed to the addresses in the engagement letter(s)/proposal(s). Notice shall be effective when sent by overnight courier or facsimile or upon delivery if delivered in person.

20. ASSIGNMENT. Neither Party shall assign, subcontract or delegate any rights or obligations under this agreement to any third party without the prior express written consent of the other Party.

21. SUBCONTRACTING. International Assurance Providers reserves the right to employ agents and subcontractors to assist International Assurance Providers when providing any part of the Services. Any reference to International Assurance Providers staff in the Agreement includes agents and subcontractor staff. International Assurance Providers will remain liable to Client in respect to any Services provided, subject to the other provisions

of the Agreement. Where Client requires International Assurance Providers to contract the services of a sub-contractor specified by Client, Client will accept responsibility for the work to be performed by such sub-contractor. International Assurance Providers agreement to program and integrate the work to be performed by such sub-contractor for the purposes of the Agreement is on the basis that International Assurance Providers will not be responsible for, or liable to Client or to any other third party for the work performed by, all acts, omissions, defaults and neglects of, such sub-contractor(s), or International Assurance Providers reliance thereon. In the above circumstances Client will be responsible and liable for, and will indemnify and hold harmless International Assurance Providers against and from any liability which International Assurance Providers may incur to any person and against all claims, demands, proceedings, damages, losses, costs and expenses (including reasonable attorneys fees), made against, suffered or incurred by International Assurance Providers, directly or indirectly as a result of or in connection with the work performed by any such subcontractor.

22. EXECUTION/COUNTERPARTS. The Agreement or any Statement of Work is not binding upon International Assurance Providers until it is signed by an authorized corporate representative of Client and a International Assurance Providers Managing Director.

NLTIEL11066954