GENERAL TERMS AND CONDITIONS
SD WORX NEDERLAND B.V.

GENERAL TERMS AND CONDITIONS OF SD WORX NEDERLAND B.V., FILED IN DUTCH WITH THE BREDA CHAMBER OF COMMERCE UNDER TRADE REGISTER NUMBER 62997734 ("ALGEMENE VOORWAARDEN"). THE ORIGINAL VERSION OF THE AGREEMENT IS DRAFTED IN DUTCH. THIS ENGLISH VERSION IS FOR INFORMATION PURPOSES. THE DUTCH VERSION SHALL PREVAIL TO THE FULLEST EXTENT PERMITTED BY LAW.

ARTIKEL 1   DEFINITIONS

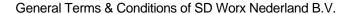|	
Consultancy	Consultancy includes the provision of verbal and/or written advice to the Customer.
Defect(s)	A functional error or error code in the Software that has a negative impact on (i) critical functionality or critical data and as such renders the use of the Software impossible (Critical or Blocking Defect), (ii) major functionality or data and which has a workaround that is difficult or not obvious (Major Defect), (iii) minor functionality or non-critical data and which has a workaround (Minor Defect). The Customer is expected to report any Defects to SD Worx without delay.
Third-party Product(s)	The Software provided by SD Worx, which originates from third parties, of which any Intellectual Property Rights, industrial property rights and other rights in principle do not belong to SD Worx and for which the Customer enters into a contractual relationship with the third party concerned for the delivery of that Software.
Secondment	Performing work at the Customer's premises or the Customer's customers' premises on a temporary basis by SD Worx co-workers.
Third-party stakeholders	Means a natural person or legal person, public authority, agency or body other than the Customer or SD Worx that is not a subcontractor or sub-processor of SD Worx.
Services	All work performed by SD Worx. This includes Consultancy, Secondment, Payroll Processing, Support and Personnel Administration.
User	A person who, in accordance with the Customer's Agreement, is authorised to use a Service and to whom the Customer (or SD Worx at the Customer's request) has provided user identification and authentication credentials. Users may include, for example, employees, consultants, contractors and agents of the Customer.
Integrated Product(s)	The Software provided by SD Worx, which originates from third parties and of which any Intellectual Property Rights, industrial property rights and other rights in principle do not belong to SD Worx, but for which the Customer enters into a contractual relationship with SD Worx for the delivery and integration of that Software.
Consequential Damage	Damage which is not the direct consequence of an event that causes damage, including but not limited to loss of earnings, business interruption or stagnation, increase in personnel costs and/or the cost of personnel depletion, damages comprising or resulting from claims by third parties, the failure to realise anticipated savings or benefits and loss of data, profits, time or revenue, loss of orders, loss of customers, increase in overhead costs, or consequences of a strike, however this may be caused.
HR Software	The software used by the Customer to register, process, analyse and report information about its employees and applicants.
Intellectual Property Rights	Any and all intellectual property and all rights in and to such intellectual property, including but not limited to, any patent, utility model, design right, copyright (including any right in computer software), database right or topography right (whether or not any of these are registered and including applications for registrations of any such item), trade mark, service mark, trade name, business name, trade secret, know-how, ideas, methodology, method of operation, process, look and feel, subsystem, module, graphical user interface, and any other any right or form of protection of a similar nature or having equivalent or similar effect which may subsist anywhere in the world.
Interface	The Software which creates an interface between the Customer's system and the Software or between Third-party Products and Integrated Products and/or SD Worx Products.
Legal Maintenance	The modification and update of the Services implementing the required Legal Changes.
Calendar year	A year that begins on 1 January and ends on 31 December.
Customer data	All information, data, files, records and other materials relating to the Customer, including personal data processed under the Agreement.
Notice	Means a notification in writing and is deemed duly given on the day sent by courier with a reliable system for tracking delivery or by registered or certified mail.
Malware	Any computer virus, Trojan horse, worm, time bomb or logic bomb, or other similar code or component designed to disable, damage or disrupt the operation of, permit unauthorised access to, erase, destroy or modify, the Software or any other software, hardware, network or other technology.

Maintenance Services	All Services described in the relevant Agreement provided with the purpose of modifying and updating the Services. Maintenance Services may include corrective maintenance, evolutive maintenance and Legal Maintenance.
Customer	Anyone who requests and engages SD Worx to deliver Products and/or Services.
Agreement	The document, both on paper and in any other (including digital) form, in which the Parties agree on the Services to be provided by SD Worx, containing a description of those Services, their price, the term and the respective responsibilities of the Parties, including all other documents included or referred to in one of the aforementioned documents.
Force Majeure Event	Any event or circumstance beyond the reasonable control of a Party, as a result of which compliance is fully or partially prevented or cannot reasonably be demanded of SD Worx or the Customer. Examples of force majeure events include: war, terrorism, rebellion, riots, explosions, strikes or social conflicts, power cuts, computer viruses, defects in the Customer's equipment, defects in third-party telecommunication and IT equipment, termination with immediate effect by a supplier of the partnership between SD Worx and the supplier without this being the result of a material breach of SD Worx.
The Party/Parties	Customer and SD Worx.
Payroll Software	The software used by the Customer to upload or access payroll data.
Personnel administration	Administration of personnel data. This is also referred to as HR Administration.
Products	All SD Worx Products, Integrated Products and/or Third-party Products supplied by SD Worx.
Payroll processing	Performing gross-net calculations and/or net-gross calculations of the Customer's employees (depending on the agreements made in this regard between the Customer and SD Worx in the Agreement), calculating the remittances to public authorities, corresponding declarations in accordance with the applicable Laws, and providing the Customer with the agreed output.
SD Worx	SD Worx Nederland B.V. and its legal successors and/or an Affiliate or Partner of SD Worx Nederland B.V. which enters into a legal relationship with the Customer.
SD Worx Product(s)	All Software and Services provided by SD Worx that do not originate from third parties and for which any Intellectual Property Rights, industrial property rights and other rights are held by SD Worx.
Software	The Payroll Software, HR Software, Interface and/or all other software provided or made available by SD Worx, including all documentation relating thereto. Software can be either an SD Worx Product, an Integrated Product or a Third-party Product.
Support	Support includes providing verbal (telephone) and written (email) advice on the use and operation of the Software.
Affiliate(s)	Any corporation, company or entity identified as such in Statement of Work or any person that directly or indirectly controls, is controlled by, or is under common control with, a Party, where "control" means the possession, directly or indirectly, or the power to direct or cause the direction of the management policies of a person, whether through the ownership of voting securities, by contract or otherwise. In the context of the Agreement, all entities of the SD Worx group are considered to be each other's affiliates.
Confidential information	Non-public or sensitive information, data or materials belonging to, related to or in the possession or under the control of a Party, and which is disclosed in any format or made available by or on behalf of a Party ("Disclosing Party") to the other Party ("Receiving Party"), regardless of whether such information is specifically deemed confidential. Confidential Information does not include information, data or materials that are: - already in the public domain other than by an infringement of the Agreement; - rightfully received from a third party not in breach of any obligations of confidentiality; - independently developed by any employees or agents of one Party without use of or referral to the Confidential Information of the other Party; or - information that was apparently already known to the Receiving Party when it was disclosed;
Working Hours/Working Days	Any day of the year other than a Saturday, Sunday or a statutory or civic holiday and additional collective holidays of SD Worx in the Netherlands. "Working Days" generally start at 08:30 and end at 17:00, known as the "Working Hours". SD Worx may adjust the Working Hours on certain Working Days. The Customer will be informed of this in advance.
Law(s)	Defined as all laws or statutes of any jurisdiction and any other regulation, ordinance, order, decree or rule having the force of law, whether in existence at the time the Agreement was entered into, or promulgated thereafter, as amended or superseded.

ARTIKEL 2   APPLICABILITY

2.1   These terms and conditions apply to all legal relationships between SD Worx and the Customer, including the Software purchased and/or activated (whether or not free of charge) by the Customer.

2.2   The applicability of the purchase or general terms and conditions applied by the Customer is hereby expressly rejected, unless these have been expressly accepted by SD Worx in writing.

2.3   Amendments/additions made by SD Worx to the General Terms and Conditions shall continue to apply, unless written objections are made to these amendments within 30 days of the date of the amendment.

2.4   Amendments/additions to the SD Worx General Terms and Conditions and/or the Agreements concluded between SD Worx and the Customer are valid only if they are set out in writing by SD Worx.

2.5   If several (legal) persons or companies are designated with the Customer, these are jointly and severally liable for the fulfilment of all obligations under the Agreement concluded with SD Worx.

2.6   If there is any ambiguity, inconsistency or conflict between the terms and conditions contained in any of the documents forming part of the Agreement, the following order of priority shall apply: 1) these General Terms and Conditions; 2) the Data Processing Agreement; and 3) the Agreement. If it is explicitly agreed in the Agreement that there will be a deviation from the General Terms and Conditions and/or the Data Processing Agreement, the Agreement shall take precedence.

ARTIKEL 3   AGREEMENTS

3.1   The day on which the Agreement enters into effect as well as the duration and possible automatic extensions of the Agreement are described in the Agreement of which these General Terms and Conditions form part.

3.2   An Agreement between SD Worx and the Customer for which no further contract and/or term has been agreed has a duration of three years if delivery relates to a Product and/or Service for which an amount is charged periodically. If this Agreement is not terminated or is not terminated in time, it shall be extended for the duration of the original term.

3.3   SD Worx shall undertake to implement the Agreement concluded between SD Worx and the Customer only once a signed copy of the Agreement drawn up by SD Worx has been received and/or all due fees have been paid in full and on time. If SD Worx commences implementation of the work before receipt of a signed copy of the Agreement and/or all due fees have been paid on time and in full, SD Worx reserves the right to suspend the implementation of the work until a signed copy of the Agreement has been received and/or all due fees have been paid in time and in full.

3.4   A Customer who fails to return the signed Agreement accepts the content of the Agreement as well as the General Terms and Conditions of SD Worx (which form an integral part thereof) by payment of the fees to SD Worx.

3.5   The Customer may assign administrator rights to Users. Users with administrator rights can purchase additional Software within the Software. The Customer shall grant administrator rights only to those Users who are authorised to purchase additional Software on behalf of the Customer and are therefore authorised to represent the Customer (whether or not by means of written authorisation). SD Worx can therefore rely on the fact that if a User with administrator rights purchases additional Software, a legally valid Agreement has been entered into between the Parties.

ARTIKEL 4   PERSONAL DATA AND INFORMATION SECURITY

4.1   SD Worx implements and maintains appropriate technical and organisational measures to protect personal data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access in accordance with technological developments.

4.2   Each Party shall, at all times, comply with its respective obligations under all applicable Data Protection Legislation and the Data Protection Agreement (part of the Agreement) in relation to all Personal Data processed under the Agreement.

ARTIKEL 5   OBLIGATIONS OF THE PARTIES

5.1   SD Worx shall carry out all work based on data, information, wishes and/or requirements provided by the Customer to SD Worx.

5.2   Each Party understands that the successful implementation of the Agreement requires close cooperation between the Parties. Each Party therefore agrees to: (i) provide the resources reasonably necessary to perform the Services, as far as SD Worx is concerned, and use the Services, as far as the Customer is concerned; (ii) ensure staffing, milestones and participation in status meetings; and (iii) actively cooperate during all phases of the Services. SD Worx shall perform the Services in accordance with its own work processes and any plan agreed between the Parties in writing.

5.3   SD Worx undertakes:

5.3.1   to use reasonable efforts to perform the Services in a professional manner, with reasonable care and skill in accordance with all applicable Laws. The practices and procedures for certain Services may vary according to territory;

5.3.2   to provide the Services based on and within the limits set by the Customer Data provided by the Customer. In doing so, SD Worx is entitled to rely on the accuracy, completeness and legality of the Customer Data provided by the Customer;

5.3.3   if and to the extent that SD Worx provides Services on the Customer's systems or premises, to use reasonable efforts to provide the Services in accordance with the Customer's reasonable security policies and procedures, including the applicable technical and organisational measures for data protection, as applicable to the relevant systems and premises and providing this is not in conflict with the Agreement, if notified to SD Worx and SD Worx employees in advance. If such Customer policies and procedures result in additional costs to SD Worx, SD Worx will pass the proven additional costs on to the Customer upon notifying the Customer thereof;

5.3.4   to determine in cooperation with the Customer any delivery times and/or timings for compliance with any obligations as required under the Agreement on the basis of information communicated by the Customer to SD Worx. Such delivery times are adjusted automatically and accordingly if they cannot be met due, for example, to i) external circumstances that arise following the signature of the Agreement (e.g. functional analysis result), ii) a change in the area of application or assignment scope (e.g. additional requests, changes in specifications, an increase in the number of employees), (iii) because the Customer has not fulfilled its obligations or responsibilities (e.g. late provision of data, resources and/or material required for the provision of the Services, late acceptance testing, non-use of predefined format); (iv) because Third-party Stakeholders

involved in the preparation, development, implementation and fulfilment of the Customer's obligations and responsibilities have not complied with all requirements, tasks and operational assumptions as set out in the agreement(s) between such Third-party Stakeholders and the Customer;

5.3.5 to use reasonable efforts to inform the Customer in a timely manner if SD Worx reasonably believes that continued offering/use of the Services is in breach of or is reasonably likely to breach the rights of SD Worx or any other person, or applicable Laws or regulations, and/or that continued use poses a risk to the security and/or integrity of the Services and, if necessary, for the purpose of avoiding any or further risk or damages, to restrict, whether in whole or in part (including with respect to an individual User or group of Users), access to the Services for a reasonable period of time.

5.3.6 in the event that a supplier or third party modifies the functionalities of an Integrated Product or a component required for this, or if the supplier or third party discontinues the delivery of the Integrated Product or a component required for it to SD Worx, whether in whole or in part, to replace the Integrated Product in question or component required for it so that the performance and the quality of the Integrated Product in question remains unchanged. In the event that replacement is not reasonably (commercially or otherwise) feasible, SD Worx shall be entitled to cease delivery of the Integrated Product, in which case no further costs shall be charged for the Integrated Product and any pre-paid amounts shall be returned.

5.4 The Customer undertakes:

5.4.1 to implement the Agreement in accordance with the applicable Laws;

5.4.2 to provide all necessary support and to respond to and fulfil any reasonable requests by SD Worx in relation to the Services;

5.4.3 to grant SD Worx any authorisations or sign any documents required for the Services to be implemented;

5.4.4 to provide SD Worx with all necessary or useful information and data immediately and in any case within the timeframes agreed by the Parties;

5.4.5 to provide SD Worx with all necessary facilities for the fulfilment of its obligations under this Agreement (such as access to the Customer's premises, office and computer facilities, etc.) and to enable SD Worx to access and use all information, data and networks, all the aforementioned limited to such facilities, and such access/use reasonably necessary for the performance of the Services; the Customer shall be responsible for managing SD Worx's access rights to the aforementioned facilities, including granting, suspension and withdrawal of such access rights where appropriate. Furthermore, the Customer is responsible for the timely selection, acquisition, configuration, maintenance and good functioning at its own cost and risk all computer systems, software and networks on the Customer's side of the Point of Connection required to receive the Services;

5.4.6 to formulate its needs accurately and comprehensively and to inform SD Worx of the practices or constraints specific to the Customer's business;

5.4.7 to notify SD Worx of any difficulties encountered during the implementation of the Agreement and which could have an impact on the contractual obligations of either Party;

5.4.8 to submit in a timely manner the decisions and approvals required for SD Worx to deliver the Services;

5.4.9 to acquire and maintain the skills for the use of the Services in accordance with the Agreement and ensure that competent and trained personnel are available for the implementation of the Customer's tasks under the Agreement;

5.4.10 to use the Services in accordance with the Agreement and the specific instructions communicated from time to time by SD Worx (operational, qualitative, legal, etc.). By using the Services, the Customer agrees to these instructions;

5.4.11 to use the Services only for the Customer's internal business purposes and not as part of a service centre for the benefit of third parties, with the exception of the Affiliate(s) of the Customer as stated in the Agreement;

5.4.12 to promptly notify SD Worx of any error, omission or non-compliance it has identified in the Services provided;

5.4.13 to retain all documents, files and other results generated by or through the performance of the Services in accordance with applicable Laws.

5.5 The Customer is obliged, within the statutory deadlines/time periods, to make all accounting connections between the salary administration and/or accounting on the one hand and the (electronic) overviews provided by the relevant authorities on the other hand that result from assessments of payroll taxes, including social security contributions, pension funds and other contributions made in the context of the performance of the Services and to check these (or have them checked). SD Worx shall not be liable in the event that premiums and/or payments are incorrect or incomplete, as the Customer has not fulfilled its obligations under the Agreement.

5.6 Notwithstanding the other provisions of the Agreement, the Customer is solely responsible (1) for its employees, administration and management of its staff; and (2) for all Customer Data provided by the Customer, including but not limited to the accuracy, completeness, legality, quality and timely provision thereof.

ARTIKEL 6   PERSONNEL

6.1 SD Worx shall assign skilled personnel or recruit competent and trained third parties to help with the provision of the Services, it being understood that SD Worx is free to select the means, sites and resources used to deliver the Services entrusted to it.

6.2 The employees of SD Worx cannot be considered as employees of the Customer. In accordance with the applicable Laws on temporary work, temp work and the provision of employees to users, the Customer and its employees may not give instructions to SD Worx employees and must refrain from exercising any kind of authority over SD Worx employees. The Customer shall be liable for the consequences of a violation of this prohibition. If, during the implementation of the Services, directions or instructions prove necessary, the Customer shall contact the relationship manager of SD Worx.

6.3 The Parties agree and expressly acknowledge that the legal relationship between them is a relationship of two independent entities. The Parties shall take into account all legal, social, tax and commercial obligations applicable to independent organisations.

6.4 It is the intention of the Parties to the Agreement that neither the Acquired Rights Directive 2001/23/EC nor any local Law implementing this Directive (together "ARD Provisions") will apply on the Agreement or any part thereof. To give effect to this intention of the Parties, the Parties further agree to respectively organize the personnel they engage in connection with the provision of the Services in such a way as to minimize the likelihood of the ARD Provisions applying on the Agreement. The Party causing the ARD Provisions to be applicable ("Transferring Party"), shall indemnify the other Party (subject to the limits set out in Article 9) against any and all Losses arising (a) from any claims or demands (i) made or brought against this Party by a person who is employed or engaged by the Transferring Party or (ii) submitted on their behalf by a trade union or employee representative or (b) otherwise on the grounds that their employment and/or

any liabilities in connection with that employment or its termination or cessation have transferred from the Transferring Party to the other Party pursuant to the ARD Provisions or otherwise.

ARTIKEL 7   END OF THE AGREEMENT

7.1 Termination of the Agreement as described in Article 3.2 shall take place by the end of the applicable initial term set out in the Agreement or the term applicable as a result of tacit renewal by means of registered letter received by the other Party no later than six (6) calendar months before the end of the applicable term, unless agreed otherwise.

7.2 In the event of premature unilateral termination or unilateral termination without due observance of the aforementioned six-month notice period by the Customer, the Customer who terminates the agreement shall owe SD Worx a fee equal to 80% of the average of the recurrent management costs and any other recurrent fees of the last 12 months, multiplied by the number of months of the remaining part of the term of this Agreement (**"Termination Fee").** A minimum compensation amounting to the prices due for a period of six (6) months shall apply.

7.3 If the Agreement is terminated by the end of the calendar year with due observance of the provisions of Article 7.1, SD Worx shall continue to perform Services relating to the closure of the administrative data processing for the previous calendar year for a maximum of one (1) calendar month of the following calendar year, subject to payment of the rates thereof as applicable at the time of termination of the Agreement and in accordance with the terms and conditions of this Agreement.

7.4 If the Customer has terminated the Agreement in accordance with Article 7.1, but nevertheless still sends data to SD Worx after the last calendar month of the calendar year or processes data relating to the new calendar year itself and other than before the administrative closure as referred to in Article 7.3, the cancellation is deemed to have been withdrawn. The Agreement shall continue at the rates and conditions applicable at that time.

7.5 Each of the Parties is entitled to terminate the Agreement without court intervention in full or in part by means of a registered letter if the defaulting party fails to fulfil its obligations even after a reasonable period of notice is provided in writing (as provided for in Article 9.3).

7.6 The Agreement may also be terminated in full or in part in the event of Force Majeure as stipulated in article 11. Termination shall take effect on receipt of such written notice.

7.7 If a Party is declared bankrupt, the Agreement or the relevant Statement of Work shall terminate with immediate effect with regard to such Party. If, under applicable Laws, either Party (i) can no longer comply with its obligations to pay, (ii) is the subject of any proceedings relating to its liquidation, winding-up, or insolvency, (iii) is subject to the appointment of a receiver, administrator or similar officer assigned for the benefit of all or substantially all of its creditors to perform a transfer or conclude an agreement for the composition, extension or adjustment of all or substantially all of its obligations, then the other Party, within the conditions of the applicable Laws, may terminate the Agreement or the relevant Statement of Work with regard to such Party with immediate effect by giving Notice to that effect. In that case, all claims made by SD Worx against the Customer shall become immediately due and payable in full, and SD Worx may terminate the Agreement without being obliged to pay any (claims) compensation.

7.8 Following the end of the Agreement, for whatever reason, the Customer may no longer derive any rights from the Agreement, without prejudice to the continuation of the obligations of the parties which, by their nature, are intended to continue after the end of the Agreement, such as, but not limited to, the obligations regarding property rights, confidentiality and non-solicitation clauses.

ARTIKEL 8   PRICE AND INVOICING

8.1   Price

8.1.1 All prices quoted are expressed in euros excluding VAT and excluding any other levies imposed by the government.

8.1.2 The fee for Maintenance, Support and any other annual or periodic fees shall be due as an advance at the time of the conclusion of the Agreement between the Parties, and shall also be charged to the Customer prior to each new year or any other period during which the Agreement continues between the Parties.

8.1.3 The Customer shall reimburse SD Worx for all reasonable expenses incurred by SD Worx for the implementation of the Agreement, including travel and accommodation costs.

8.2   Price amendments

8.2.1 SD Worx is entitled to unilaterally adjust the prices annually and shall inform the Customer of this in advance.

8.2.2 SD Worx uses the index figures for CLA salaries, contractual wage costs and working hours as the basis for determining the adjustment of prices as published by the Central Bureau for Statistics. SD Worx may decide to switch to a different index. The Customer will be informed of this in advance. Other indices and factors that influence costs may also serve as a basis. A negative index may not constitute a reason to implement a price reduction.

8.2.3 When SD Worx implements a price increase, the Customer is entitled to terminate the Agreement with effect from the date that the price amendment takes effect, if the total price increase for one (1) year exceeds the index used by SD Worx by more than 5%.

8.3   Invoicing

8.3.1 SD Worx shall periodically invoice the Customer the amounts owed by the Customer. The Customer shall pay the sums owed within 30 days of the invoice date without entitlement to any suspension, deduction, set-off or adjustment other than those permitted by law.

8.3.2 In the event of a dispute over the invoice amount, the Customer shall, in any case, inform SD Worx of this in writing within 30 days of receipt of the invoice. The Customer shall, in any event, pay the undisputed part of the invoice amount.

8.3.3 Any invoice amount that has not been paid by its due date and that is not subject to a bona fide dispute shall immediately and without notice accrue late payment interest at one per cent (1%) per month. The User shall reimburse SD Worx for all reasonable administrative costs incurred by SD Worx and for the recovery of all outstanding amounts and any other damage incurred by SD Worx as a result of this default, with a minimum of EUR 100 being applied.

8.3.4 SD Worx is entitled to suspend its activities and other obligations as soon as the Customer has been given notice of default in writing or digitally, until full payment has been made, without prejudice to the Customer's responsibility to fulfil its obligations.

8.3.5 SD Worx is entitled to require the Customer to pay advances if the Customer has not paid two (2) undisputed invoices or invoices disputed in bad faith by the required payment date or if SD Worx has doubts about the Customer's solvency. If full payment of the advance is not made, SD Worx is entitled, without prejudice to its other rights, to suspend the ongoing implementation of the Agreement immediately, and all amounts owed by the Customer to SD Worx for whatever reason shall become immediately due and payable in full.

8.3.6 Without prejudice to any other rights of SD Worx, SD Worx may suspend its Services without prior intervention of any court in the event of non-payment of two undisputed invoices or invoices disputed in bad faith by the Customer due to SD Worx or any of its Affiliates. However, SD Worx will communicate at least thirty (30) calendar days in advance the date from which the Services will be suspended allowing the Customer to remedy the payment of all undisputed amounts. During this suspension, the fees are still due. All consequences resulting from the suspension of the Services and/or termination of the Master Services Agreement or a Statement of Work on the grounds of non-payment of undisputed amounts are at the Customer's risk and expense. If SD Worx terminates the Master Services Agreement or a Statement of Work on the basis of repeated non-payment by the Customer of any undisputed outstanding amounts and/or any amounts disputed in bad faith, a Termination Fee as described in Article 7.2. will be paid by the Customer to SD Worx.

8.3.7 If, due to the Customer's failure to comply with its obligations, SD Worx cannot proceed as planned by the scheduled start date, SD Worx is entitled to collect the agreed prices as if the Services had been provided on the scheduled start date.

8.3.8 The above provisions are without prejudice to any other rights accruing to SD Worx on the grounds of a shortcoming in the Customer's performance.

8.4 Fixed Price

8.4.1 In case of a fixed price agreement, the work is carried out for a previously agreed amount. Unless otherwise agreed, additional hours will not be charged.

8.4.2 Unless otherwise agreed, the following payment terms apply to a fixed price agreement:

8.4.2.1 First term: 30% of the amount due must be paid as an advance;

8.4.2.2 Second term: 40% of the amount due shall be paid monthly in equal parts between the point of entering into the Agreement and expected delivery of the agreed Product;

8.4.2.3 Third term: 30% or the remainder of the amount due shall be paid immediately following delivery of the Services.

8.5 Post-calculation

8.5.1 If settlement is to take place on the basis of post-calculation, this means that an overall estimate of the expected costs can be made in advance. Following completion of the work to be carried out, all actual costs incurred will be charged after the advances already paid are deducted. The Customer is therefore aware that the estimate determined earlier may be lower than the actual costs incurred. If no settlement method has been agreed in advance, work will be carried out on the basis of post-calculation.

ARTIKEL 9   LIABILITY

9.1 SD Worx provides its Services exclusively to the best of its knowledge and may, but is not obliged to, achieve a certain result. SD Worx is liable only if the Customer demonstrates that SD Worx has not fulfilled its obligations as a result of an attributable shortcoming. In that case, the Customer may recover the damage it has incurred and proven from SD Worx, with due observance of the limitations in these terms and conditions and with due observance of the provisions of Article 6:98 of the Civil Code.

9.2 SD Worx shall not be liable for any breach of its obligations under the Agreement if such a breach results from:

a) the Customer's failure to comply with the provisions of the Agreement;

b) any suspension of the Services by SD Worx in accordance with the terms of the Agreement;

c) a Force Majeure Event.

d) failure by the Customer to provide accurate, complete and statutory Customer Data;

e) non-compliance by a Third-party Stakeholder with the requirements, tasks and operational assumptions as described in the agreement(s) between such a Third-party Stakeholder and the Customer (if applicable), if and to the extent that this compliance is required for the performance of the Services by SD Worx.

9.3 If one of the Parties violates the Agreement, the other Party shall immediately serve notice of default in writing. The Notice of default shall provide a reasonably detailed description of the nature of the shortcoming and give the Party that remains in default a reasonable period – at least thirty (30) days from receipt of the notice – within which to rectify the shortcoming. If the shortcoming can be rectified, the other Party shall not have the right to claim any damages.

9.4 The Parties' liability shall be limited to foreseeable, direct and personal damage suffered. In any event, SD Worx's aggregate maximum liability under an Agreement will be limited to the fees paid by the Customer to SD Worx under that Agreement in the twelve (12)-month period immediately preceding the earliest event giving rise to the liability or, if twelve (12) months have not elapsed, twelve (12) times the average monthly prices paid by the Customer to SD Worx under such an Agreement. The existence of more than one claim will not expand such limit. The Parties acknowledge that the agreed Prices are based on these limitations. If the total maximum liability of SD Worx as set out in this Article is reached, both Parties shall be entitled to terminate the Agreement without any Termination Fee being due with a notice period of at least six (6) months.

9.4.1 SD Worx's liability for Consequential Damage is expressly excluded, even if informed of the possibility of such Consequential Damage or if the possibility of such Consequential Damage was reasonably foreseeable.

9.5 The right to claim damages attributable to SD Worx shall be forfeited irrevocably twelve (12) months after the occurrence of the alleged error; the Customer must serve a Notice of default within the aforementioned term, providing a detailed description thereof. In doing so, the Customer shall take measures to limit this damage as much as possible.

9.6 Nothing in this Agreement excludes or limits either Party's liability in the event of: (a) fraud or intent on the part of a Party; (b) any liability that cannot be limited or excluded by law; (c) the Customer's obligation to pay the invoices due pursuant to Article 8 properly; or (d) a Party's liability for personal injury or death as a result of gross negligence or fraud on the part of the Party or its directors, Affiliates, directors, employees or subcontractors. This paragraph is without prejudice to the Parties' respective obligations to limit any loss or damage as much as possible.

9.7 SD Worx accepts no liability whatsoever for damage of any nature whatsoever arising from Third-party Products that SD Worx has delivered to the Customer. In that case, the Customer must contact the supplier of the Third-party Products with which the Customer has entered into an agreement. If possible, SD Worx shall transfer its rights to claim compensation from the supplier of the Third-party Product in question to the Customer. The exclusion of liability mentioned in this paragraph does not apply to damage caused by the Interface.

9.8 SD Worx accepts no liability whatsoever for damage of any nature arising from Products offered free of charge by SD Worx. Use of such free Products is at the user's own risk. In the event that the Customer does not wish to run this risk, the Customer may switch to a paid version of the Product, in which case the liability arrangement in this article applies.

9.9 The Customer indemnifies SD Worx against all third-party claims that are directly or indirectly related to the performance of the Services and/or the Agreement, including claims from the relevant Tax Authority or other competent authorities.

ARTIKEL 10 INDEMNITIES

10.1 Each Party shall indemnify the other Party and its managers, directors, employees, successors and assignees against any and all losses arising from, relating to or in any way connected with third-party claims due to a breach of its Intellectual Property Rights (Infringement Claim), resulting from systems, services or other resources provided by the first Party to the other Party. This section does not diminish the Parties' respective obligations to limit any loss or damage to the maximum extent possible.

10.2 The Customer shall inform SD Worx of the claim in writing immediately, but at the latest within 10 days, after the alleged breach has been notified to the Customer or when the Customer could reasonably have become aware of it.

10.3 If such action is taken or the possibility of it exists, SD Worx reserves the right to acquire the licence or sub-licence rights to the SD Worx Product or to modify the SD Worx Product in such a way that it no longer violates any copyright applicable in the Netherlands. If, in SD Worx's opinion, the above options do not reasonably qualify, SD Worx may take back the SD Worx Product that has been delivered against payment of the fee already paid for this SD Worx Product, minus a reasonable fee for the use made of the SD Worx Product.

10.4 If a Service becomes the subject of an Infringement Claim, SD Worx shall, in addition to the Customer's other rights, make reasonable efforts to undertake the following actions, at no additional cost to the Customer, in the following order of priority:

10.4.1 promptly secure the right to continue to use the Software;

10.4.2 replace or modify the Software so that it is no longer in violation, on the understanding that any such replacement or modification must not degrade the performance or quality of the affected component of the Service and that SD Worx shall be responsible for the cost of any integration work required as a result of the replacement or modification; or

10.4.3 cease to provide the relevant Service, in which case SD Worx's prices will be reasonably adjusted to reflect such termination.

10.5 The Customer shall leave the overall handling of the case, including negotiations on a settlement, to SD Worx.

10.6 If any item provided by the Customer in connection with the Services becomes the subject of an Infringement Claim of which SD Worx has been notified in writing, SD Worx may, at its sole discretion, immediately cease using such item and SD Worx shall be exempted from performing the relevant Services.

10.7 If an indemnitor shall be obligated to indemnify an indemnitee under the Agreement, the indemnitor shall, on fulfilment of its obligations with respect to indemnification, including payment in full of all amounts due pursuant to its indemnification obligations, be subrogated to the rights of the indemnitee with respect to the claims to which such indemnification relates.

10.8 SD Worx shall not indemnify the Customer against an action insofar as:

10.8.1 this is based on the assumption that the Third-party Products delivered to the Customer violate an intellectual property right, industrial property right or other right in effect in the Netherlands or elsewhere;

10.8.2 that which is supplied or delivered by the Customer is part of or is connected to a Product and this combination violates an intellectual property right, industrial property right or other law applicable in the Netherlands or elsewhere;

10.8.3 the Customer has made a modification to or within the Product;

10.8.4 it is a free Product.

10.9 The Customer shall indemnify SD Worx against all damages suffered by SD Worx or third parties as a result of acting in breach of the rules of use as set out in Article 13.3 of these General Terms and Conditions.

ARTIKEL 11 FORCE MAJEURE

11.1 A shortcoming in the fulfilment of an obligation under the Agreement cannot be attributed to a Party in the event of Force Majeure. The relevant undertaking shall be suspended for as long as the Party is unable to comply with it.

11.2 Where a Party is delayed or prevented from performing its obligations under this Agreement by a Force Majeure Event, that Party shall notify the other Party as soon as reasonably possible with details of the Force Majeure Event, its reasonably anticipated effect on the relevant obligations, and its estimated duration. The affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations under this Agreement. As soon as reasonably possible following the end of the Force Majeure Event, the affected Party shall notify the other Party and this Agreement will continue to be performed on the terms existing immediately prior to the occurrence of the Force Majeure Event.

11.3 The other Party may terminate the relevant section of the Agreement in accordance with article 7.6 only if such a Force Majeure event prevents a Party from fulfilling its obligations under this Agreement for an uninterrupted period of more than three (3) months.

ARTIKEL 12   INTELLECTUAL PROPERTY

12.1   Each Party shall respect all Intellectual Property Rights of the other Party or any third party.

12.2   No aspect of the Agreement or these General Terms and Conditions can be interpreted or explained as:

a. a right of use or a licence to use Intellectual Property Rights, unless otherwise provided in the Agreement or in Article 13 of these General Terms and Conditions, or otherwise expressly agreed between the Parties in writing;

b. a transfer of Intellectual Property Rights.

12.3   Unless expressly stipulated otherwise in this Agreement, all information, techniques, methods and models used by SD Worx for the provision of the Services are and remain the property of SD Worx at all times. SD Worx reserves the right to use the knowledge, experience and expertise acquired during the provision of the Services for its own benefit and/or the benefit of third parties.

12.4   SD Worx has the exclusive right to further develop the SD Worx Products and to make their use available to third parties by means of licences.

ARTIKEL 13   SOFTWARE

13.1   Right of Use

13.1.1   Unless stipulated otherwise in the relevant Agreement, SD Worx grants the Customer, by way of Service Provision, a limited, non-exclusive, non-transferable, non-sub-licensable right to use the Software (Right of Use) for the term of the Agreement. On termination of the Agreement or non-compliance with any obligation under the Agreement or these General Terms and Conditions, the licence shall terminate and the Customer's right to use the Software shall expire.

13.1.2   Unless otherwise stipulated in the Agreement, Software shall be provided to the Customer in the form of Software as a Service (SaaS):

13.1.2.1   the Right of Use does not grant the Customer any right to have the Software in object code for installation on the Customer's facilities;

13.1.2.2   the Right of Use includes the configuration, delivery and maintenance of the hosting facilities used by SD Worx to provide the Software as SaaS;

13.1.2.3   SD Worx shall provide the hosting facilities with the capacity, performance, resilience and Internet connectivity SD Worx reasonably considers appropriate for the requirements imposed on the hosting facilities by the Software and the volume of Users to provide end users with a reasonable user experience appropriate for predictable usage patterns;

13.1.2.4   SD Worx shall lawfully and at its own expense purchase, operate and maintain the operating system software as well as other software required to host the environment in which the Software is used as SaaS;

13.1.2.5   SD Worx's obligation to provide the Software as SaaS ends at the border at which the SD Worx hosting platform connects to the Internet and where the Customer's Users may have access to the hosting platform.

13.1.3   The Customer shall have access to the standard version of the Software and all optional and/or custom-made functionalities, modules or configurations, such as interfaces, requested by the Customer. The Customer may request an extension of the Right of Use to other optional and/or custom-made functionalities, modules or configurations of the Software by submitting a Change Request. Such additional rights of use will be charged at the applicable prices of SD Worx at that point in time. The Customer may make use of the additional Right of Use only once SD Worx has agreed to the Change Request and the Customer has paid the amounts due.

13.1.4   This Right of Use does not automatically include Support Services or Maintenance Services. These Services will be provided if included in and in accordance with the terms and conditions set out in the relevant Agreement.

13.1.5   The user rights shall be limited exclusively to the Customer's own use of the Software, with the number of users and/or employees agreed with SD Worx. SD Worx is entitled to incorporate technical limitations and a control mechanism in the Software to prevent and/or check that the actual number of users does not exceed the agreed number of users. The Customer is not permitted to circumvent or disable such restrictions or control mechanisms in any way.

13.2   Access to the Software

13.2.1   SD Worx shall make all reasonable endeavours and take all reasonable precautions to prevent the introduction into the Software or other Services it provides of any malware or computer software code, routines or devices that disable, damage, impair, erase, deactivate or electronically repossess the Software, other Services or other systems or data.

13.2.2   SD Worx does not guarantee that Software or Services provided using computer software are entirely error-free and shall operate without interruption.

13.2.3   Within the context of access to and use of the Software, the Customer shall possess equipment and software that meets the standards and/or requirements set and communicated by SD Worx. If, and for as long as, equipment and/or software do not comply with this, SD Worx's obligation to provide access to the Software and its use shall be suspended.

13.2.3.1   The Software can be accessed by the Customer using a browser. The Software is optimised for the browsers indicated by SD Worx. More detailed information will be provided by SD Worx about the browsers for which the Software was optimised when the Agreement was concluded.

13.2.3.2   SD Worx is not obliged to maintain optimum access to the Software by means of the browsers referred to in this article. SD Worx is entitled, without obligation to pay any form of (damage) compensation, to make changes to the Software that may affect the browsers used by the Customer and/or recommended by SD Worx.

13.2.3.3   In the event that the Customer does not comply with the standards and/or requirements referred to in this article, SD Worx is entitled to terminate or dissolve the Agreement in full or in part without prior written notice of default and/or judicial intervention.

13.2.4   Users of the Services will have unique identification, and access to the Software will be permitted only after a User has been identified and authenticated via the appropriate mechanism/tool to prove the identity of a person, such as passwords and access tokens ("Authentication Credentials"). SD Worx offers the option to use Authentication Credentials of different strengths. A User must select appropriate Authentication Credentials in accordance with the Customer's requirements.

13.2.5   The Customer must ensure that Users are informed of the choice of good passwords and that the passwords are changed if there are indications or suspicions that the password's security is no longer guaranteed.

13.2.6   The Customer is responsible for the secure management of User and Authentication Credentials provided to the Customer for access to SD Worx IT services. User and Authentication Credentials are unique to a particular person and will not be shared with other persons or third parties. The Customer acknowledges that the protection of Authentication Credentials forms an integral part of its own security policies and procedures and ensures that the necessary measures are taken to adequately protect the Authentication Credentials in order to access the Software.

13.2.7   The Customer is solely responsible for all activities that take place under the Authentication Credentials provided to its Users. In the event of loss, theft and/or other forms of unlawful use, the Customer shall inform SD Worx so that the Parties can take appropriate measures. SD Worx reserves the right to disable a user's access at any time if, in SD Worx's opinion, the user account is compromised or if the activities are not in accordance with the provisions of the Agreement or the terms and conditions of the Services provided.

13.2.8   It is the exclusive responsibility of the Customer to contact SD Worx in order to report or request changes to any User or Access Rights, unless it concerns access that the Customer itself manages via the Software.

13.2.9   The Customer bears all responsibility, liability and costs caused by the (unauthorised) use of the Identification Data that is used and/or distributed by the Customer. Under no circumstances is SD Worx liable for the misuse and/or unlawful use of the Identification Data used or provided by the Customer.

13.3   Rules of Use

13.3.1   The Customer declares that it and its employees and contractors who may use the Services of the Customer will not (attempt to) perform the actions below, unless and to the extent that such a restriction is not permitted under the applicable Laws:

13.3.1.1   use the Services for an illegal purpose or in a manner that would be illegal, offensive or in any way harmful to SD Worx or a third party;

13.3.1.2   copy, reproduce or in any way duplicate, modify, reverse-engineer, disassemble, decompile, translate, attempt to discover the source code, integrate into any other software, or create derivative works based on the Services, whether in full or in part;

13.3.1.3   assign, transfer, sub-license, charge for or otherwise trade, tax or make available to any third party the Services or Intellectual Property Rights of SD Worx or any third party;

13.3.1.4   use the Services or other software in combination with items not provided, approved or acknowledged by SD Worx;

13.3.2   The Customer shall make every reasonable effort to prevent malware from entering the Services or other SD Worx Software. The Customer agrees that it (and its Users) will not upload or otherwise transfer Customer Data to or via the Services or other Software of SD Worx that: (a) fail to comply with or violate any copyright, patent, trademark, trade secret, right to privacy, right of advertising or other proprietary rights of any person or entity; (b) are fraudulent, misleading, defamatory, slanderous, hateful, libellous, harassing, abusive or unlawfully threatening; (c) are pornographic, obscene, or vulgar or exploit minors; (d) contain or encompass any malware; (e) impersonate, or misrepresent the Customer's connection to any person; (f) support any illegal activity or discuss any intent to commit an illegal act; or (g) otherwise violate any applicable Laws.

13.4   The Customer shall not carry out, or instruct to be carried out, penetration tests (also referred to as "ethical hacking") or security tests on SD Worx systems on its own initiative. Such tests can only be carried out with the advance written approval of SD Worx. The Customer may, subject to a four (4)-week notice period, request a penetration test to verify the level of security and resistance to possible attacks from public networks. The test will be carried out by a third party agreed between the Parties. The scope, test regime and obligations are described in a separate agreement on the authorisation for a safety test. All costs and expenses of such a test shall be borne by the Customer.

13.5   Acceptance of the Software

13.5.1   No acceptance by the Customer applies to the implementation of updates, upgrades or new versions of the Software that are considered standard and are available to all Users.

13.5.2   The implementation of updates, upgrades or new versions of other Software based on separate Agreements involving customisation shall be subject to a period of acceptance only if expressly agreed in the separate Agreement.

13.5.3   Acceptance of the Software may not be withheld on grounds other than those relating to the specifications expressly agreed between the Parties and, moreover, not due to the existence of Minor Defects that do not reasonably interfere with the operational or productive commissioning of the Software.

13.6   Software Maintenance and Defects

13.6.1   The Customer acknowledges that the provision of updates, upgrades or new versions of such Software shall take place and shall continue to take place at the discretion of SD Worx. SD Worx does not provide maintenance or support for Third-party Products.

13.6.2   SD Worx reserves the right to restrict access to the Services, whether in full or in part, for maintenance, repair or installation purposes (including for an individual User or group of Users), for a reasonable period of time. SD Worx shall take reasonable efforts to inform the Customer of this in good time, to limit any negative impact on the Services as much as possible, and to carry out such interventions outside Working Hours (if practicable).

13.6.3   SD Worx is entitled to implement temporary solutions, emergency solutions, workarounds and/or other problem-limiting measures.

13.6.4   The Customer must report Defects in the Software to SD Worx as soon as possible in the agreed manner and with a detailed description. On such notice, SD Worx shall use commercially reasonable efforts to correct any reported Defects. The Customer shall cooperate with SD Worx for the efficient handling and repair of Defects. SD Worx uses a classification system based on urgency and impact when determining the priority with which a Defect must be resolved.

13.6.5   In any case, additional maintenance and support services costs apply at the then-current applicable prices if the Defect (or the notification of an apparent Defect) is the result of:

13.6.5.1   improper or abnormal use of the Software by the Customer;

13.6.5.2	changes or modifications made to the Software by the Customer, unless this was at the express and written request of and in accordance with the instructions issued by SD Worx;
13.6.5.3	errors, malfunctions, degradation or other problems relating to the operating system, hardware or external software or other technology or technology services used by the Customer or not otherwise provided by SD Worx;
13.6.5.4	the Customer's telecommunications system is not available; or
13.6.5.5	an error that cannot be reproduced on the system at SD Worx.
13.6.6	Maintenance does not include the reconstruction and/or restoration of corrupted or lost files and/or data.
13.6.7	If Maintenance involves a functional improvement, SD Worx is entitled to charge additional costs to compensate for this functional improvement.

ARTIKEL 14   SERVICES

14.1   Payroll processing

14.1.1   SD Worx provides the Payroll Processing Service at various service levels. The content and agreements regarding the service level are set out in the Agreement.

14.2   Digital pay declaration

14.2.1   If applicable, the Customer authorises SD Worx to send electronic pay declarations to the Income Tax Administration on the Customer's behalf.

14.2.2   Digitally signing those declarations is included in making electronic pay declarations.

14.2.3   SD Worx is obliged to make electronic pay declarations only on the basis of the information it has received from the Customer. The Customer is responsible for the accuracy and completeness of the information to be provided to SD Worx. SD Worx produces the electronic pay declarations on the basis of specifications and results generated by the salary system of SD Worx with the aid of the information provided by the Customer.

14.2.4   The Customer is fully responsible and liable to the Inland Revenue for its payroll administration and the electronic pay declaration made in its name, in spite of the fact that it was issued by SD Worx on the Customer's behalf. The Customer indemnifies SD Worx against any liability as a consequence of or in connection with the electronic pay declarations resulting from the late, incorrect or incomplete provision of information by the Customer.

14.2.5   The Customer undertakes to provide the data legally required for the digital pension statement to SD Worx in a timely manner so that SD Worx can process the salary and provide the corresponding pension statement for the relevant salary period in a correct and timely manner.

14.2.6   All expenses, including internal expenses, incurred by SD Worx in connection with or in relation to late delivery of the data, or with any corrections or additions that may be necessary because the Customer had provided SD Worx with incorrect or incomplete data, shall be invoiced to the Customer at the applicable rates.

14.3   Recommendations

14.3.1   SD Worx shall provide advice based on the preconditions specified by SD Worx and information obtained from the Customer. If it appears that not all relevant information has already been obtained and/or if other types of problems and/or insights should arise, the advice given may be adapted to this new situation.

14.4   Tasks

14.4.1   As a rule, all Services will be performed without interruption and on Working Hours/Working Days and under normal working conditions.

14.4.2   In principle, work requiring less than a full day (usually 8 hours) will not be carried out at the Customer's location. If this is not possible, arrangements in this respect will be included in the Agreement.

14.4.3   Work performed outside Working Hours/Working Days is considered to be overtime. In the event of overtime, the applicable rate is calculated plus a 50% supplement. In the event of overtime at the weekend and on public holidays, the applicable rate is calculated plus a 100% supplement.

14.4.4   Any other costs (e.g. accommodation costs) will be charged only following consultation and approval.

14.4.5   SD Worx is not obliged to follow instructions that change or supplement the content or scope of the agreed work; however, if such instructions are followed, the work in question will be compensated on the basis of Post-calculation (see also article 8.5).

14.4.6   SD Worx shall be entitled to engage third parties to carry out the work without express permission from the Customer.

14.4.7   If the Agreement is entered into with a view to implementation by a specific person, SD Worx shall always be entitled to replace this person with one or more other persons with the same qualifications.

14.4.8   If, due to the Customer's actions, the Services cannot be performed within the agreed timeframe, SD Worx shall perform the Services at a new time to be determined. If the Customer cancels the work within 14 calendar days or less before the date of the planned implementation, SD Worx is entitled to charge the costs to the Customer. In such a situation, the Customer is not entitled to demand a refund if payment has already been made.

ARTIKEL 15   CONFIDENTIAL INFORMATION

15.1   A Receiving Party shall:

15.1.1   keep Confidential Information strictly confidential, unless agreed otherwise;

15.1.2   use or make copies of Confidential Information only to the extent reasonably necessary for the purposes of the Agreement or for discussions of the Parties regarding possible Services under the Agreement;

15.1.3   treat Confidential Information with the same degree of care that it treats its own Confidential Information, and with at least a reasonable standard of care;

15.1.4   take all reasonable technical measures to avoid unauthorised use or disclosure of Confidential Information;

15.1.5   promptly notify the Disclosing Party of any unauthorised disclosure or unauthorised use of any Confidential Information by the Receiving Party or a third party.

15.2   The Parties undertake to limit the disclosure of and access to the Confidential Information to persons (i) who are directly involved in the implementation of the part of the Agreement concerned, (ii) for whom the Confidential Information is essential in this respect and (iii) on the condition that they are bound by obligations of confidentiality that are substantially similar to the provisions of this article 15.

15.3   In the event that the disclosure of Confidential Information is mandated or requested by applicable Laws or by a Governmental Authority, then (i) if not so prohibited by a Governmental Authority, the Receiving Party shall promptly notify the Disclosing Party of such a requirement, (ii) if so requested by the Disclosing Party and at the expense of such a Party, the Receiving Party shall make an effort in good faith, in consultation with the Disclosing Party, to secure a protective order or other confidential treatment of the Confidential Information to be disclosed, and (iii) the Receiving Party shall furnish only that portion of the Confidential Information which is required to be disclosed.

15.4   Notwithstanding the agreement regarding the deletion and return of Personal Data further to the Data Processing Agreement, each Party will return or destroy the other Party's Confidential Information and any copy thereof in its possession or control within sixty (60) calendar days immediately following a written request by the other Party, unless dealing with backup archives, which will be stored in accordance with article 15.6, unless agreed otherwise or unless provided otherwise by the applicable Laws.

15.5   A Party is entitled to retain a copy of the other Party's Confidential Information which is stored within electronic backups or in accordance with that Party's internal archival policies or procedures provided that such backups and archives take place in the ordinary course of business and in accordance with good industry practice and lawfully, without making the Confidential Information easily accessible to any persons in the course of day-to-day operations, and subject to continuing obligations of confidentiality.

15.6   Neither the performance of the Agreement nor the furnishing of any Confidential Information by either Party, shall be construed as granting to the other Party expressly, by implication or otherwise, any licence under any invention, patent, trademark, copyright or other proprietary right, either now or in the future.

15.7   Both the Customer and SD Worx shall each appoint one or more contact persons. All requests for information and/or the provision of information are only made via those person(s).

15.8   The confidentiality obligation expires two (2) years after the termination of the Agreement. If the Receiving Party continues to be in possession of Confidential Information at that time, the confidentiality obligation shall apply as long as the Receiving Party is in possession of Confidential Information.

ARTIKEL 16   NON-SOLICITATION CLAUSE

16.1   During the term of the Agreement and for one (1) year immediately following the effective termination date of the Agreement, the Customer (and its clients) may not, without the prior written consent of SD Worx, actively approach employees of SD Worx who were directly involved in the implementation of the Agreement to come to work for the Customer, hire them or engage them, nor enter into a contractual relationship with them directly or indirectly (e.g. as consultant, independent contractor or otherwise), or incite a third party to do so. This prohibition also applies to all group companies and/or shareholding interests of the Customer.

16.2   In the event of the violation of this clause, the Customer shall owe SD Worx an immediately due and payable penalty equal to one (1) year's gross salary for the employee concerned, including the benefits acquired under the employment contract and the employer's contribution, which is calculated at the time of termination of the employment contract or recruitment contract, without prejudice to SD Worx's right to claim compensation for the full damage suffered.

ARTIKEL 17   ANTI-BRIBERY

17.1   Each Party declares that neither it nor anyone acting on its behalf will violate any Anti-Bribery Laws or International Anti-Bribery Standards applicable to it. Each Party agrees that it will not pay, promise or offer to pay, or authorise payment, whether directly or indirectly, to any government official, employee, agent or representative, including any department, agency or body of any government or entity owned or controlled by any government or any person acting in an official capacity on behalf of such government, with the intention of influencing any act or decision of such government official, including the decision to take or omit to take any action that violates the legal duty of such a person or entity, or persuade such a person or entity to use their influence with the government or authority to influence any act or decision, in order to assist the Customer or SD Worx in the transactions under the Agreement.

ARTIKEL 18   GENERAL PROVISIONS

18.1   Transfer

18.1.1   Neither Party shall assign or otherwise transfer any of its rights or obligations under the Agreement without the prior written consent of the other Party, which will not be unreasonably withheld, conditioned or delayed. The other Party's consent should be requested by Notice, disclosing the identity of the prospective transferee. Subject to any restrictions on assignment contained in this Agreement, the provisions of the Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto and their respective legal representatives, successors and assignees.

18.1.2   Notwithstanding the foregoing, SD Worx, an Affiliate and/or an SD Worx Partner may, in any event, assign its rights and obligations under the Agreement or the Agreement itself, whether in full or in part, to an Affiliate or any other company that is part of the SD Worx group and which may perform the Agreement, provided that the Customer is notified in writing.

18.2   Ineffectiveness

If any provision in the Agreement is held to be illegal, invalid, void or unenforceable, whether in full or in part, that provision or, if applicable, the unlawful, invalid, void or unenforceable part thereof shall be deemed not to form part of the Agreement. The remainder of the Agreement or provision shall remain in full force and effect. Each Party shall use its best efforts to negotiate immediately in good faith a valid replacement provision with an equal or similar economic effect.

18.3   Subcontractors and Third-party Products

18.3.1   SD Worx reserves the right to deploy subcontractors for the performance of the Services under this Agreement. SD Worx shall be responsible for all acts and omissions of its subcontractors as if such acts and omissions were its own and, unless agreed otherwise, SD Worx is the Customer's only recognised interlocutor. If a subcontractor is a Sub-Processor as set out in the Data Processing Agreement, the procedure set out in the Data Processing Agreement will apply to the appointment and changing of such a subcontractor.

18.3.2   SD Worx reserves the right to provide Third-party Products or to involve Third-party Products in the fulfilment of its obligations arising from the Agreement. SD Worx is not responsible for Third-party Products, unless otherwise agreed in writing.

18.4   Waiver

Failure by either Party to exercise a right or to apply a sanction cannot be interpreted as a waiver of these rights. No waiver under the Agreement will be effective unless set out in writing and signed by a duly authorised representative of the Party granting such waiver.

18.5   References

SD Worx is entitled to use the name and logo of the Customer in reference to its service provision, unless agreed otherwise.

18.6   Applicable law and jurisdiction

This Agreement shall be governed by and interpreted in accordance with Dutch law. Any disputes in connection with the performance of this Agreement will be decided by amicable consultation. Any disputes arising from or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the Courts of Zeeland-West-Brabant, located in Breda.

18.7   Signature

If a signed copy is delivered by electronic means (e.g. via. an electronic signature or e-mail containing a ".pdf" or ".jpeg" data file or via another exact copy), the signature contained therein shall create a valid and binding obligation on the party executing the signature (or on behalf of which the signature is executed) with the same value, force and effect as the original.