

PayrollServe

A Stone Forest Company

8 Wilkie Road, #03-08, Wilkie Edge
Singapore 228095
Main +65 6533 7600 Fax +65 6594 7999
Hotline +65 6594 7593
info@payrollserve.com.sg
www.PayrollServe.com.sg

Our Ref: PRS/CG/P12_0511_R2

21st September 2012

Attention to:
Mr. Giancarlo Russo, CFO

HACKING TEAM SINGAPORE
Singapore

Via Email
Private & Confidential

Dear Giancarlo,

PROVIDING PAYROLL OUTSOURCING SERVICES

We are pleased to present our proposal for Hacking Team Singapore (hereafter referred to as "HACKINGTEAM").

If our terms meet with your approval, please initial on all pages, sign on the acceptance slip and return us a copy to indicate that it is in accordance with your understanding of the arrangements for our services.

We look forward to be of service to you and your organization.

Yours Sincerely,



Ong Chiew Guet, Ms
Senior Executive, Business Development
PayrollServe
DID: +65 6594 7748 Fax: +65 6594 7999
Email: ongchiewguet@payrollserve.com.sg

UEN: 199609305K

PayrollServe is a division of Stone Forest Accountserve Pte Ltd.
Business Advisors to Growing Businesses

Chio Lim Stone Forest

25
years

Globally Connected
RSM International

A) BACKGROUND INFORMATION

We set forth our understanding of the operations of HACKINGTEAM and your requirements in respect of Stone Forest Accountserve Pte Ltd, "PRS" payroll services, each a "Party" and together the "Parties".

- (1) To perform payroll processing for HACKINGTEAM's **2 employees** who are hired and working in Singapore.
- (2) HACKINGTEAM will provide PRS with the final amount (before statutory calculation) of all Overtime (OT), Incentives, Allowances and Deductions, Bonus, Expense Reimbursements and etc, whenever applicable. Neither tabulation nor analysis to be performed by PayrollServe, otherwise man-hour charges will be incurred.
- (3) Payday is to be advised.
- (4) HACKINGTEAM targeted commencement month is **Oct 2012**.
- (5) Moving forward, HACKINGTEAM will either choose to wire funds into PRS's trust account for PRS to arrange for salary crediting and making payments to statutory boards on behalf of HACKINGTEAM OR manage their own funds transfer.

B) SCOPE OF SERVICES – MONTHLY PROCESS

The following briefly describes the monthly activities involved for Singapore operations: (to be done at PRS's office)

- 1) HACKINGTEAM will get ready payroll information of OT, commissions, allowances, bonuses and/or any other payroll details and changes at least eight (8) working days from pay day, depending on the method of funding and bank submission deadline;
- 2) Upon receipt of information either via email or fax or courier, PRS will process the payroll and make any clarifications if required with HACKINGTEAM's authorized personnel;
- 3) PRS will alert HACKINGTEAM's payroll approving manager with email notification for online approval or an MS-Excel spreadsheet will be emailed for approval. The payroll register and other essential reports can be viewed online before approving.
- 4) PRS to provide monthly payroll register, Central Provident Fund (CPF) and statutory contributions reports, and other reports for regulators.
- 5) Upon approval, PRS will request for salary fund, CPF and other statutory funds and HACKINGTEAM to wire the fund into PRS's designated bank accounts for processing of payments.
- 6) Payday;
- 7) PRS will, at the choice of HACKINGTEAM, either provide hardcopy pay advice or broadcast pay advice for viewing by employees via the PRS web-portal.
- 8) PRS will arrange for CPF submission by due date. In view of the Skill Development Levy (SDL) change since October 2009, we will be reprocessing the payroll to include all new staff employed



in the month after the payroll cut-off date so as to take into account their CPF and SDL contributions.

- 9) To generate end of the year income form for all employees, if required. HACKINGTEAM to provide for other benefits-in-kind items for reporting before 15th January if applicable. PRS will generate the file for submission via IRASLine.

C) DELIVERABLES

We expect to provide the following to you:

Initial Set-up (chargeable under "Initial Set-up")

Monthly (chargeable under "Standard Routine Service")

- 1) Payroll Register (Revised with amendment if required)
- 2) CPF and statutory contribution Listing
- 3) Staff pay advice (hardcopy or online)

Once a year (chargeable under "Non-routine Service")

- 4) Form IR8A (a.k.a Form IR8E), IR8S, Appendix 8A/8B; for both locals and foreign staff.

Ad-hoc (chargeable under "Ad-hoc Services") (where appropriate)

Value added services – Highlight irregularities in the payroll treatment, if any. This work is not primarily directed towards the discovery of weaknesses, or the detection of fraud, or other irregularities, and should not therefore be relied upon to show that no other weaknesses exist. Accordingly, the comments, which we may provide, refer only to those matters that have come to our attention during the course of our normal work and do not attempt to indicate all possible improvements that a special review might develop.



D) PROFESSIONAL FEES

As payroll processing is very much co-related to the number of transactions per month, our proposed professional fee to HACKINGTEAM is essentially volume-based. We believe that this is the fairest form of fee charges that will automatically account for any changes in the transaction of work as a result of HACKINGTEAM's growth in the future months. Our professional fees shall be payable before the next payroll run and shall consist of the following elements:

I) Payroll Administration

In view of the payroll process, the fee and scope of work for our standard package based the estimated 2 employees as follows:

(A) Initial Set-up (One-time)	Total Investment (SGD)
<p>Includes:</p> <p><u>Payroll System Set-up</u></p> <ul style="list-style-type: none"> - Set up Payroll policies in our payroll system (eACCPAY) - Create employee's personal particulars & remunerations - Issuance of individual User ID & Password details to individual employee - Set up of CPF Account, if applicable <p><u>Delay Run / Compliance Check</u></p> <ul style="list-style-type: none"> - Applicable in event of any past payroll data from Jan onwards - PRS to input into payroll system and process - Upon processing, PRS to provide report to HACKINGTEAM - All rectifications to be performed by HACKINGTEAM - Should rectifications be required by PRS; work is chargeable by man-hour, fees to be advised. 	<p><u>\$900.00 for 2 employees</u></p> <ul style="list-style-type: none"> - Minimum \$900.00 or \$100.00 per employee, whichever is higher (Original: S\$1,000.00) ✓ <p><u>If Applicable</u></p> <ul style="list-style-type: none"> - \$50.00 per employee per run <p><i>Note: HACKINGTEAM <u>must</u> provide in completeness all required information as per PRS's eACCPAY import templates.</i></p>
(B) Standard Recurring Services	Total Investment (SGD)
<p>Includes:</p> <p><u>Payroll Processing</u></p> <p><i>Note: HACKINGTEAM must provide FINAL amount of OT, Commission, Allowances & Deductions, Bonus & Expenses Reimbursements, if any, as per PRS's templates</i></p> <p><u>CPF Submission via PRS's CPFLine</u></p>	<p><u>\$300.00 per month for 2 employees</u> ✓</p> <ul style="list-style-type: none"> - Minimum \$300.00 for up to 5 employees and thereafter \$25.00 per employee <p><u>\$5.00 per entity per month</u> ✓</p> <ul style="list-style-type: none"> - PRS will submit CPF submission for each entity via Crimson Logic's PAT Line
(C) Standard Non-recurring Services (if required)	Total Investment (SGD)
<p><u>New Employee Registration</u></p> <p><u>Off-Cycle Payroll Processing (Including Resignee)</u></p>	<ul style="list-style-type: none"> - \$25.00 per employee (in PRS template) - \$30.00 per employee

E) IMPLEMENTATION PLAN

To ensure a seamless integration of our services into HACKINGTEAM's operations, it is necessary for HACKINGTEAM to appoint a coordinator with whom PRS personnel can communicate and resolve issues with.

In order for us to ensure that we can commence the required payroll processing outsourcing services, we must be given within 1 - 2 working weeks to make all necessary staffing arrangement, process finalisation and set-up.

We will require assistance from the coordinator for the first month's payroll processing to ensure that salary payments are correct.

F) STAFFING & RESOURCE COMMITMENT

PRS shall provide qualified and experienced staff to carry out the agreed services. We will ensure that all our staff assigned is trained in the field of payroll and HR administration. In addition, all assigned staff is familiar with all relevant Payroll and HR policies of HACKINGTEAM.

Depending on the availability of the Parties, upon the request of HACKINGTEAM, PRS Manager / Supervisor will meet with the HACKINGTEAM's coordinator to:

- address any concerns or issues arising from payroll processing and
- discuss any ad-hoc request or change in requirements that HACKINGTEAM may have.

For reasons of confidentiality, HACKINGTEAM shall advise PRS in writing, the appointment of such coordinator and any subsequent changes thereof.

All sums will be held and disbursed by PRS, in trust, for the benefits of HACKINGTEAM and shall only disburse funds in accordance with HACKINGTEAM's instructions. The disbursement of any monies to your employees and the CPF Board is subject to the availability of fund in HACKINGTEAM's bank account or remittance to PRS's bank account.

G) ENSURING QUALITY

PRS is committed to provide the highest level of service in terms of reliability, quality and confidentiality. In this regard, a three-tier quality assurance policy will be implemented:

- self-checking by staff or person in-charge for completeness and accuracy;
- check by PRS's Manager before any disbursement of monies, and
- periodic internal audit by independent personnel from SFC

PRS agrees to perform its work in a competent and professional manner utilizing industry standard accounting practices and internal controls.

H) ENSURING CONFIDENTIALITY

Both, PRS and HACKINGTEAM shall keep the terms of this Agreement confidential. All information on HACKINGTEAM's payroll will be treated as confidential by PRS and if processed/installed off-site will be kept under lock with authorised access.

PRS agrees,



- a) that during the course of its performance of this Agreement it may learn certain information concerning HACKINGTEAM's Confidential Information;
- b) that the Confidential Information of HACKINGTEAM shall remain the property of HACKINGTEAM and that such Confidential Information is made available on a limited basis solely in connection with this Agreement; and
- c) that it will advise its employees to whom the confidential information is disclosed of their obligations under this Agreement;
- d) that it will not sell, disclose or otherwise make available any such Confidential Information, in whole or in part, to any third party without the prior written consent of HACKINGTEAM
- e) that it will utilize the same degree of care it utilizes for its own confidential information, but in no case less than a reasonable degree of care, to prevent disclosure of such Confidential Information to any unauthorised person or entity; and
- f) upon termination of this Agreement, all copies of Confidential Information; printed or held electronically, shall be returned to HACKINGTEAM or deleted from PRS database, within one month of termination date unless otherwise advised; i.e. subscribing to our on-line system or PRS archiving services or to certify in writing to HACKINGTEAM that it has complied with the requirements of this clause.

The restrictions under this section shall not apply to information which: (i) is or becomes publicly known through no wrongful act of PRS; or (ii) becomes known to PRS without confidential or proprietary restriction from a source other than HACKINGTEAM or (iii) PRS can show by written records that such information or data was in its possession prior to disclosure by HACKINGTEAM

In the event that PRS is legally compelled to disclose the Confidential Information, it will be entitled to do so provided it gives HACKINGTEAM prompt notice and assists HACKINGTEAM at HACKINGTEAM's expenses, in obtaining any protective order.

I) BILLING AND PAYMENT TERMS

Our invoices are issued upon submission of payroll reports and payments shall be made in 30 days' term. All payment and transactions shall be directed to Stone Forest Accountserve Pte Ltd's account.

J) DISENGAGEMENT OF SERVICE

The contract may be terminated forthwith by either party in the event of the other going into insolvent liquidation. The Parties may terminate the contract forthwith in the event that the client is in breach of any of the terms of this contract. If the contract is terminated by either party, all outstanding invoices for payroll run rendered shall remain payable to us.

In the event of no employee, the minimum recurring fee will not apply. Instead, a monthly administrative fee of S\$100.00 will be applicable until the contract is effectively terminated

K) LIMITATION TO RESPONSIBILITIES

In addition to the Standard Terms of Business, we would like to highlight the following:
While we shall sight the records and make such inquiries, as we consider necessary to enable us to prepare the payroll in accordance to statutory compliance, where payments are made outside our processing, we shall not be deemed as able to provide any compliance feedback.



- For ad-hoc payroll runs performed outside of the agreed payroll schedules	
<u>Prepare Submission of IR8E via IRASLine</u>	- \$20.00 per form
<u>Prepare Annual Benefits Return (Form IR8S/App 8A/8B)</u>	- \$80.00 per form
<u>Prepare Form IR21 for foreign employees (resignee)</u>	- \$100.00 per form
<u>Ad-hoc Report Generation</u>	
- For additional report requested by HACKINGTEAM, other than the standard monthly reports	- Minimum \$100.00 per report, depending on requirements, complexity and man-hour required

Should there be additional scope of work required from PRS apart from what is indicated above, the proposed fees would be subjected to further revision.

For Standard Recurring Services, we will maintain profile for each employee, process the monthly remuneration, fixed allowances and deductions at our premises on a monthly basis; services include printing of payroll register and pay advice, disbursement salary to employees.

II) Add-on Services (Ad-hoc basis)

Add-on services that may be requested of us from time to time shall be charged on an ad-hoc basis, with fees to be mutually agreed prior to commencement of services. All add-on services will be charged either at a fixed amount or based on hourly rate, as and when the service is rendered with your approval and some of the commonly requested non-routine services are as follows:

*Process claim from MINDEF for local staff on Military Reservist	S\$30	per form
*Prepare submission of Maternity / Child Adoption Leave claims	S\$80	per form
*Prepare submission of Child-Care Leave claims	S\$50	per form

*All via online submission

III) Consulting services

Any consulting services (which includes HR services), not included in our scope of work will be charged based on actual time spent at the rate of **S\$150 to S\$250/hour**. The rate being charged to be disclosed to HACKINGTEAM for their prior written approval before any such consulting services are provided.

IV) Disbursement

HACKINGTEAM shall reimburse PRS all out-of-pocket expenses such as bulk/overseas facsimile transmissions and tele-communication, bank charges, transport, and courier expenses.

The professional fee quoted above is subject to revision. Any revision shall be discussed and agreed upon by both parties.

V) Contract Period

Contract term is two (2) years from commencement month and is automatically renewable at the end of each term for a further period of one (1) years thereafter unless or until the Agreement is terminated pursuant to this Agreement. The Parties shall give a minimum of three (3) months written notice in the event that they wish to terminate this Agreement.



L) STANDARD TERMS OF BUSINESS

We enclosed in **Appendix 3** (*available upon request*) our standard terms of business which form an integral part of this engagement. In the event of any conflict between the terms stated in this letter and the Standard Terms of Business under Appendix 3, this letter shall prevail.

M) LIAISON PARTIES / TIME SCHEDULE

I) Vendor (PRS)

Below would be the payroll team members attending to your company's payroll requirements:

Manager to be advised upon confirmation of service

Dedicated Payroll Specialist to be advised upon confirmation of service

We shall liaise with your appointed personnel as indicated below in **Part II (To be completed by client)** on the arrangement of documents and clarification of doubts on the monthly processing. All transactions preferably to cut off at least eight (8) working days before the bank value date in order for us to meet your payday.

II) Client

PRS shall be coordinating with the following authorized personnel(s) on the monthly changes and updates and documentations.

EITHER;

Name : GIANCARLO RUSSO
Designation : CEO
Contact No. : +39 02 29060603 Fax No.: _____
Email address : g.russo@hackingteam.com
ammministrazione@hackingteam.com

OR;

Name : LUCIA RANA
Designation : ADMINISTRATION SUPPORT
Contact No. : _____ Fax No.: _____
Email address : ammministrazione@hackingteam.it

APPENDIX 1
(To be completed by client)

Hacking Team Singapore

Singapore
Date: _____

PayrollServe

(A division of Stone Forest Accountserve Pte Ltd)

8 Wilkie Road
#03-08 Wilkie Edge
Singapore 228095

Dear Sir / Madam

Re: NOTIFICATION OF PERSONNEL(S) AUTHORIZING PAYROLL REPORTS

This is to advise that, until further notice in writing in the manner acceptable to you, any one of the following signatories is authorized to instruct you on transactions which you carry out in the name of our company:

<u>Name & Designation</u>	<u>Specimen Signature</u>	<u>Preferred Mode of Approval</u> (Via Mail/Fax/Email)
1) <u>GIANCARLO RUSSO</u>	<u>Giancarlo Russo</u>	<u>EMAIL / PDF ISSUES</u>
2) <u>DAVID VINCENZI (CEO)</u>	<u>David Vincenzi</u>	<u>EMAIL / PDF SIGNATURE</u>
3) <u>VALENTINO BERTOSCHI (CEO)</u>	<u>Valentino Bertoschi</u>	

All notices provided for by this Agreement shall be in writing and shall be by registered or certified mail addressed as follows;

If to PRS:
PayrollServe
(A division of Stone Forest Accountserve Pte Ltd)

8 Wilkie Road
#03-08 Wilkie Edge
Singapore 228095

If to HACKINGTEAM:
Hacking Team Singapore

Client's Initial: 

APPENDIX 2
(To be completed by client)

By Email

ACCEPTANCE SLIP

We hereby acknowledge our understanding and acceptance of the scope of services and responsibilities to be provided by PayrollServe, a division of Stone Forest Accountserve Pte Ltd, ("PRS") based on the terms and conditions stipulated in this engagement.

PRS shall be coordinating with the personnel stated in **Section M** on the monthly documentations and obtaining the appropriate authorization as per **Appendix 1**.

We would like the services to commence for the month of October 2012.

All prices quoted exclude Goods & Service Tax (GST)

Yours Sincerely,



Company's Authorized Personnel Signature & Co. Stamp

Name : GIANCARLO RUSSO
Designation : CEO
Date : 26/8/2012
Tel : (+377) 0223 06 06 03
Email : giancarlo@hackingteam.com



]HackingTeam[

HT S.r.l.

Sede legale e operativa: Via della Moscova, 13 – 20121 Milano – Tel: +39.02.29.06.06.03

e-mail: info@hackingteam.it – web: <http://www.hackingteam.it> – Fax: +39.02.63118946

P.IVA: 03924730967 – Capitale Sociale: € 223.572,00 i.v.

N° Reg. Imprese / CF 03924730967 – N° R.E.A. 1712545

12 October 2012

Central Provident Fund Board
Collection, Planning and Registration
79 Robinson Road
CPF Building
Singapore 068897

Attn: Whom It-May Concern

Dear Sir/Mdm,

RE: AUTHORISED LIASON PERSONNEL FOR “HT srl”

Please be informed that we have appointed Stone Forest Accountserve Pte Ltd as our authorized agent.

We have authorized Ms Daphne Eng (Manager) to sign on our behalf the Registration Form for submitting CPF contribution details, Application of CSN no. and all other CPF related matters. We would appreciate if you could process it accordingly.

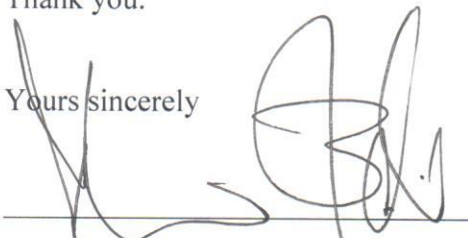
Please update the new corresponding address as follow:

C/O STONE FOREST ACCOUNTSERVE PTE LTD
8 Wilkie Road
#03-08 Wilkie Edge
Singapore 228095
Tel: 6533 7600

If there's any clarification, please contact Ms.Daphne Eng at 6594 7762.

Thank you.

Yours sincerely



NAME VALERIANO BEDESCHI
Designation CEO