

GENERAL TERMS AND CONDITIONS



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I INTRODUCTION

These general terms and conditions of the private limited company under Dutch law Olympia Nederland B.V. (hereinafter: Olympia) apply to all offers, assignments and other agreements of and with Olympia Nederland B.V. and also to all instances of supplying temporary workers' services by employment agencies established in the Netherlands that make use of the Olympia formula.

Olympia is a member of the Dutch Federation of Private Employment Agencies (Algemene Bond Uitzendondernemingen, hereinafter: ABU). Olympia's general terms and conditions are based on the general terms and conditions of the ABU for supplying temporary workers' services; the ABU general terms and conditions are filed with the court registry of the District Court of

Amsterdam (on 21 October 2005 under number 167/2005). Most of the text of the present general terms and conditions therefore corresponds verbatim with the general terms and conditions of the ABU. These general terms and conditions also contain a number of derogating and/or supplementary conditions to the general terms and conditions of the ABU.

II THE AGENCY RELATIONSHIP

Olympia's general terms and conditions have been specifically drawn up for the supply of workers, as this is essentially different to the supply of goods or contracting of work.

When a worker is supplied, an agency relationship is created between three parties: the client, the temporary worker and the employment agency. In order to clarify the mutual relationship between these three parties, a brief explanation is given below. A temporary employment contract is formed between the temporary worker and the employment agency. Section 7:690 of the Dutch Civil Code contains a definition of a temporary

employment contract. In brief, the temporary employment contract is a special contract of employment between a temporary employment agency and a temporary worker, in which the employment agency supplies a client with a temporary worker who carries out work for the client under the client's direction and supervision. The temporary worker is therefore formally in the employment agency's service.

No employment contract is formed between the temporary worker and the client. In effect, the temporary worker carries out work for the client, who is responsible for giving the temporary worker correct instructions and good supervision at the workplace. Direction and supervision of the temporary worker are the responsibility of the client. A client must treat a temporary worker in the same way as its own staff.

A so-called contract for services is formed between the client and the employment agency, based on which a temporary worker is supplied; these general terms and conditions apply to this contract for services. Agreements are made concerning the assignment on aspects like job title, supply of the temporary worker's services, the duration of the assignment and the fee. These agreements are usually laid down in writing and/or confirmed by the employment agency to the client. The temporary worker may be engaged on the basis of three types of agreement: a temporary employment contract with a 'temporary employment clause', a temporary employment contract for a definite period or a temporary employment contract for an indefinite period.

If the temporary employment clause applies, the temporary employment contract ends when the client ends the engagement or if the temporary worker reports sick. If the temporary worker is employed on the basis of a temporary employment contract for a definite or indefinite period, sickness or the end of the engagement of the temporary worker shall not automatically mean the end of the agreement between the temporary worker and the employment agency.

The legal position and employment conditions of the temporary worker are laid down in the ABU's Collective Labour Agreement (CAO) for Temporary Employees. The longer a temporary worker works for the employment agency, the stronger the temporary worker's legal position. One example is that after a certain period of time, the temporary employment clause has to be removed from the temporary employment contract.

III BRIEF NOTES TO THE OUTLINE OF THE GENERAL CONDITIONS

The most important topics in the general terms and conditions are briefly explained below. The general terms and conditions for supplying temporary workers' services by Olympia Nederland B.V., as filed with the court registry of District Court of The Hague under number 58/2011, shall be decisive. The general terms and conditions can also be consulted at the following URL: www.olympia.nl/generaltermsandconditions.

1. EXECUTION OF THE ASSIGNMENT

The employment agency is the expert on providing a temporary worker. The employment agency shall do its best to fulfil an assignment according to the client's wishes, for instance in terms of required education, skills and availability of the temporary worker. However, due to the changeable nature of the labour market this cannot always be guaranteed. Moreover, the employment agency largely depends on clients, the nature of the work and the temporary worker's wishes.

2. DURATION OF THE ASSIGNMENT

The employment agency arranges the duration of the assignment with the client as best as possible. There are two options:

- an assignment for a fixed, definite time or period: this assignment cannot be terminated prematurely, unless the parties explicitly agree to this;
- an assignment for an indefinite time or an unknown period: this assignment can be

terminated subject to a notice period, unless this has been excluded during a certain period.

If the client imputably fails to comply with the provisions in the general terms and conditions or the agreements laid down in the contract of services, the employment agency may terminate the assignment. This also applies if the client is unable to pay its debts or has gone bankrupt. The assignment also ends when the employment relationship between the employment agency and the temporary worker comes to an end, for example if the temporary worker has found other employment.

3. DIRECTION AND SUPERVISION/ LIABILITY

The client is in charge of the direction and supervision of the temporary worker's performance of duties. The employment agency has no influence on the duties and circumstances under which they are performed. The client is therefore responsible for the

work and for safety at the workplace. The client is expected to instruct, supervise and treat the temporary worker as it does its own employees. Under the Dutch Working Conditions Act (Arbeidsomstandighedenwet), the client is considered to be the temporary worker's 'employer'. As such, the client is responsible and liable for any loss or injury and indemnifies the employment agency in this respect. The client is advised to ensure that its insurance policy covers these areas. For a number of statutory and other obligations arising from the formal employer's role, the employment agency depends on the client. For example in case of termination of the engagement 'at the client's request', rules on working hours and issuing the temporary worker with a so-called Arbo (working conditions) document. The employment agency must be able to rely on the client's cooperation where necessary and must be able to call the client to account if costs are incurred due to lack of (timely) cooperation.

4. FEES

The fee which the client shall owe the employment agency includes the costs of temporary employment (salary costs, income tax, social security contributions, etc.) plus a margin. The remuneration and other employment conditions of the temporary worker

are based on the ABU Collective Agreement for Temporary Employees. The ABU Collective Agreement for Temporary Employees stipulates that a temporary worker who has worked for the same client for 26 weeks is entitled to the same remuneration as an employee with the same or equivalent job title who is permanently employed by the client. The hiring fee is understood to mean the applicable period wage, overtime allowances, deferred hours, working hours reduction (ADV) in time or in money, allowances for unsocial hours and shift-work, initial wage increases and increments and expense allowances. As a rule, the fee changes after the temporary worker has worked at the client's for 26 weeks. In derogation from the above, it may also be agreed upon that the temporary worker shall be remunerated according to the client's remuneration scheme. In this case, the fee is immediately arranged on the basis of the client's remuneration scheme. In order to determine the right remuneration for the temporary worker, the employment agency depends on the information the client provides on its remuneration scheme and any wage increases. Based on this information, the fee is determined or adjusted.

5. PAYMENT AND INVOICING

Payment and invoicing are on the basis of time accounting, which is

usually done by means of time sheets which the temporary worker submits to the employment agency. Because the client signs the time sheet, it warrants the accuracy of the details on the time sheet. The parties can also agree that the client submits time accounting to the employment agency digitally or by some other means. In that case, clear agreements must be made beforehand between the client, the employment agency and the temporary worker. The temporary worker's salary is paid on the basis of the accountability statement (time sheet). The employment agency subsequently invoices the client. To control the costs of this advance financing, there is a payment term of fourteen days and if the client does not pay in time, it shall owe interest and collection costs.

The credit management of the employment agency is looked after by a factoring company. Factoring means that the risk that the client does not pay at all or too late is transferred to a financier (the factoring company). That is why it is possible the client shall be contacted in writing or by telephone by employees of the factoring company in the event of late payment.

6. HIRING BY A CLIENT OF A TEMPORARY WORKER

The employment agency's core busi-

ness is to supply temporary workers' services to clients who need staff on a temporary basis. To this end, the employment agency makes continuous investments, both in time and money, to recruit the right temporary workers. This is only possible if the temporary workers can actually be deployed at the client's at the applicable rates. This is also the reason why the general terms and conditions stipulate that the client shall owe a fee if it hires the temporary worker within a specific term. As long as the temporary worker is still in the employment agency's service and as long as the assignment is still ongoing, the client may not hire the temporary worker. This is to avoid a double employer-employee relationship – one with the employment agency and one with the client. In many cases the client shall also owe the employment agency a fee if the client hires the temporary worker after the assignment has ended.

Because the costs of temporary employment may rise during an assignment, for instance due to periodical or general wage increases, changes in the Collective Labour Agreement and/or changes in the social security or tax contributions, the employment agency is entitled to change the fees if these costs increase.

IV GENERAL TERMS AND CONDITIONS FOR SUPPLYING TEMPORARY WORKERS' SERVICES

CLAUSE 1: OPERATIONAL SPHERE

1. These general terms and conditions apply to all offers, assignments and other agreements of the employment agencies established in the Netherlands that make use of the Olympia formula of Olympia Nederland B.V., insofar as the aforementioned legal and other relationships concern supplying temporary workers' services to clients. These general terms and conditions also apply to all offers, assignments and other agreements of and with Olympia Nederland B.V., or one of its subsidiaries, including – but not limited to – Olympia Uitzendbureau B.V., Olympia Projecten B.V., Olympia Contracting B.V., Olympia Payroll Service B.V. and Olympia Bouw personeel B.V.
2. Any purchase or other conditions of the client shall not apply and are hereby explicitly rejected.
3. Any agreements that derogate from these general terms and conditions shall only be legally valid if agreed in writing.

CLAUSE 2: DEFINITIONS

- In these general terms and conditions, the following definitions apply:
1. Employment agency: the employment agency of Olympia Nederland B.V. established in the Netherlands which supplies temporary workers' services to clients on the basis of an agreement or an employment agency established in the Netherlands that makes use of the Olympia formula.
 2. Olympia formula: the franchise formula developed by Olympia for the exploitation of general (non-specialised) employment agencies.
 3. Temporary worker: every natural person who has entered into a temporary employment contract, as referred to in Section 7:690 of the Dutch Civil Code, with the employment agency in order to carry out work for a third party under the direction and supervision of the third party.
 4. Client: every natural or legal entity who engages a temporary worker to carry out work

under his/her/its direction and supervision in the framework of an assignment as referred to in paragraph 5 of this clause.

5. Assignment: the agreement between a client and the employment agency based on which one temporary worker, as referred to in paragraph 3 of this clause, is supplied to the client by the employment agency in order to carry out work under the client's direction and supervision, such for payment of the commissioning fee.
6. Supply of temporary worker's services: providing a temporary worker to carry out work within the framework of an assignment.
7. Temporary employment clause: the written clause in the employment contract between the employment agency and the temporary worker and/or in the Collective Labour Agreement, which stipulates that the employment contract ends by operation of law as a result of the termination of the supply by the employment agency of the temporary worker's services to the client at the client's request (Section 7:691(2) of the Dutch Civil Code).
8. CAO (Collective Labour Agreement): the Collective Agreement for Temporary Employees agreed on between the Federation of Private Employment Agencies (Algemene Bond Uitzendondernemingen, ABU) on the one hand and the Dutch Trade Union Federation (FNV Bondgenoten), the Christian Trade Union Association (CNV Dienstenbond) and the Federation of Managerial and Staff Unions (De Unie) on the other hand.
9. Commissioning fee: the fee owed to the employment agency by the client, excluding additional fees, expense allowances and Dutch VAT. The fee is charged per hour, unless specified otherwise.
10. Hiring fee: the applicable legal remuneration of an employee in the employ of an employer in a position that is equal or equivalent to the position of the temporary worker. According to the CAO for 2009-2014, the hiring fee comprises of the following elements:
 - the applicable periodic wage in the salary scale;
 - the applicable reduction of working hours (to be compensated in time or money at the discretion of the employment agency);
 - allowances for overtime, deferred hours, unsocial hours (including public holiday allowance) and shift work;

- initial wage increases; levels and times as determined by the client;
 - expenses allowances (insofar as the employment agency can pay these free of income tax and contributions);
 - wage increments; levels and times as determined by the client;
11. Professional worker arrangement: the specific provision(s) in the client's Collective Labour Agreement that relate(s) to remuneration (as referred to in paragraph 10) of professional workers, which have been submitted in writing to and approved by the parties to the (ABU) Collective Agreement for Temporary Employees and consequently has/have to be applied as of the first day of engagement of the temporary worker by the client in question.
12. Week: the calendar week that starts on Monday at midnight (0.00 Hours) and ends on Sunday at midnight (24.00 hours).
- CLAUSE 3: SUPPLY OF A TEMPORARY WORKER'S SERVICES ASSIGNMENT**
1. The assignment is entered into for a definite or indefinite period.
 2. The assignment for a definite period is entered into:
 - a) either for a fixed period; or
 - b) for a defined period; or
 - c) for a defined period that does not exceed a fixed period.
 The assignment for a definite period ends by operation of law when the agreed period has passed or when an objectively definable event which was determined in advance has occurred.
- End of assignment
3. Termination of an assignment for an indefinite period must be done in writing subject to a notice period of fifteen calendar days.
 4. Interim termination of the assignment for a defined period is not possible, unless otherwise agreed in writing. Provided it has been agreed on, interim termination is possible subject to a notice period of fifteen calendar days. Notice of termination must be given in writing.
 5. Every assignment shall end immediately at such time that one of the parties terminates the assignment due to the fact that:
 - a) the other party is in default;
 - b) the other party has been liquidated;
 - c) the other party has been declared bankrupt or has requested a suspension of payments. If the employment agency invokes termination on one of the above

grounds, his shall not result in any liability on the part of the employment agency for any loss suffered by the client in this regard. Following termination, the employment agency's claims shall be immediately due and payable.

End of supply of services

6. The end of the assignment means the end of the supply of the temporary worker's services. Termination of the assignment by the client implies a request to the employment agency to terminate the current supply of the temporary worker's services at the date on which the assignment legally ended or on which the assignment was legally terminated.
7. If the temporary employment clause applies between the temporary worker and the employment agency, the supply of the temporary worker's services shall end at the client's request at such time the temporary worker reports to be unfit for work due to occupational disability. Insofar as necessary, the client shall be deemed to have made this request. If requested, the client shall confirm this request to the employment agency in writing.
8. The supply of services shall end by operation of law if and

as soon as the employment agency can no longer supply the temporary worker's services on account of termination of the employment contract between the employment agency and the temporary worker and if this employment contract has not been extended for the purpose of the client in question. In this case, the employment agency shall not be in default vis-à-vis the client and shall not be liable for any loss incurred by the client in connection with the end of the supply of services.

CLAUSE 4: REPLACEMENT AND AVAILABILITY

1. The employment agency is entitled to offer a replacement temporary worker during the term of the assignment. The client can reject this proposal on reasonable grounds.
2. The employment agency is at all times entitled to propose a replacement temporary worker for the temporary worker to continue the assignment; this in connection with the employment agency's corporate policy or personnel policy, preservation of employment or compliance with applicable legislation and regulations, particularly the dismissal guideline for the

temporary employment sector. The client can only reject this proposal on reasonable grounds. The client shall have to justify any rejection in writing.

3. The employment agency shall not be in default vis-à-vis the client and shall not be obliged to compensate the client for any loss or costs incurred if the employment agency, for whatever reason, does not or cannot (any longer) supply the client with a (replacement) temporary worker or cannot (any longer) do so in the manner and scope agreed on under the assignment or subsequently agreed on.
4. If the temporary worker is replaced by another temporary worker the hourly rate for the replacement temporary worker shall be determined anew on the basis of clause 9 of these general terms and conditions and the commissioning fee shall be adjusted accordingly.

CLAUSE 5: RIGHT OF SUSPENSION

1. The client is not entitled to temporarily suspend the supply of the temporary worker's services, whether wholly or in part, unless in the event of force majeure as referred to in Section 6:75 of the Dutch Civil Code.
2. In derogation from paragraph

1 of this clause, suspension is possible if:

- this is agreed on in writing and the term has been determined, and
 - the client demonstrates that there is no work or employment for the temporary worker, and
 - the employment agency can successfully invoke exclusion of continued payment of wages vis-à-vis the temporary worker on the grounds of the Collective Labour Agreement. The client shall not owe the commissioning fee for the duration of suspension.
3. If the client is not entitled to suspend the supply of services, but temporarily has no work or employment for the temporary worker, the client is obliged for the duration of the assignment to pay the employment agency the commissioning fee over the relevant period (week, month, etc.) for the hours and overtime hours that most recently applied or were customary under the assignment.

CLAUSE 6: WORK PROCEDURE

1. Before commencement of the assignment, the client shall provide the employment agency with an accurate description

of the job, job requirements, working hours, duration of work, work, job title, working conditions and the planned duration of the assignment.

2. Based on the information provided by the client and the qualities, knowledge and skills of the temporary workers available for the supply of services, the employment agency shall determine which temporary worker shall be proposed to the client to perform the assignment. The client is entitled to reject the proposed temporary worker, which means that the supply of the proposed temporary worker's services shall not go ahead.
3. The employment agency shall not be in default vis-à-vis the client and shall not be obliged to compensate the client for any loss if – for whatever reason – the contacts between the client and the employment agency preceding a possible assignment, including a specific request by the client to supply a temporary worker's services, fail to result in an actual supply of a temporary worker's services or fail to do so within the client's desired term.
4. The employment agency is not liable for loss resulting from the deployment of workers who prove not to meet the client's

requirements, unless the client submits a written complaint to the employment agency within a reasonable term after commencement of the supply of services and demonstrates gross negligence or intent on the part of the employment agency on selection of the worker.

CLAUSE 7: WORKING HOURS AND OFFICE HOURS

1. The scope and hours of work of the temporary worker at the client's shall be recorded in the confirmation of assignment or agreed on in some other way. The office hours, working hours and rest periods of the temporary worker shall be the same as the client's customary times and hours, unless otherwise agreed. The client warrants that the office hours and the rest periods and working hours of the temporary worker meet the statutory requirements. The client shall see to it that the temporary worker does not exceed the legally permitted scope and hours of work.
2. The temporary worker's holidays and leave days are arranged in accordance with the law and the applicable Collective Labour Agreement.
3. If and insofar as the temporary

worker requires specific training or (work) instructions in order to perform the assignment, the hours which the temporary worker spends on this training and/or the work instructions shall be charged as hours worked. Hours spent on other training not specifically required for the assignment shall not be charged to the client, unless otherwise agreed. Any periods of absence required for other training shall be determined by the client and the employment agency in mutual consultation and, where possible, agreed on commencement of the assignment.

CLAUSE 8: BUSINESS CLOSURES AND COMPULSORY LEAVE DAYS

1. On commencement of the assignment, the client must notify the employment agency of any business closures and collective compulsory leave days during the term of the assignment so that the employment agency can, if possible, include this factor in the employment contract with the temporary worker. If an intention to determine a business closure and/or collective compulsory leave days becomes known after entering the assignment, the client must notify the employment agency immediately after this becomes known. If the client fails

to notify the employment agency in time in connection with the above the client is obliged, for the duration of the business closure, to pay the employment agency the full commissioning fee over the relevant period for the hours and overtime hours that most recently applied or were customary under the assignment.

CLAUSE 9: JOB TITLE AND REMUNERATION

1. Before commencement of the assignment the client shall provide the description of the temporary worker's job title and associated salary scale in the client's remuneration scheme.
2. The temporary worker's salary, including any additional fees and expenses allowances, shall be determined according to the Collective Labour Agreement (including the provisions on hiring fee – see paragraphs 4 and 6) and the applicable legislation and regulations, based on the job description provided by the client.
3. If at any time it appears that the job description and associated salary level do not correspond with the actual job performed by the temporary worker, the client shall immediately notify the employment agency of the correct job description and

salary scale. The temporary worker's remuneration shall be determined anew on the basis of the new job description. The job title and/or salary scale can be adjusted during an assignment if the temporary worker is reasonably entitled to such adjustment based on applicable legislation and regulations, the Collective Labour Agreement and/or the hiring fee. If the adjustment results in a higher remuneration, the employment agency shall adjust the temporary worker's remuneration and, proportionately, the commissioning fee. The client shall owe the employment agency the adjusted fee from the time the temporary worker performs the actual job.

4. Based on the Collective Labour Agreement, the employment agency is obliged to implement the hiring fee after the temporary worker has worked at the client's for 26 weeks.
5. The client shall provide the employment agency in time, but no later than the 22nd week of the temporary worker's placement at the client's, with information on all the elements of the hiring fee as referred to in Clause 2.9 (with regard to levels and times of initial wage increases, only to the

extent known at the time).

6. If the employment agency and the client have agreed to implement the hiring fee as of the temporary worker's first day of work and/or if there is a professional worker arrangement, the employment agency shall implement the hiring fee as of the temporary worker's first day of work and the client shall provide the employment agency with the information mentioned in paragraph 5 of this clause before work commences.
7. The client shall notify the employment agency in time, in any case immediately when it becomes known, of changes to the hiring fee and of fixed initial wage increases.
8. If and insofar as the client provides incorrect or incomplete information for the purposes of this clause, the consequences of doing so shall be for the client's risk and account. The client shall indemnify the employment agency in this regard.
9. Overtime work, shift work, working outside normal hours or days (including public holidays) and/or deferred hours shall be remunerated according to the applicable regulation in the Collective Labour Agreement or – if relevant – the hiring fee, and shall be charged to the client.

CLAUSE 10: GOOD DIRECTION AND SUPERVISION/GOOD COMMISSIONING PRACTICE

1. In exercising its direction or supervision of the temporary worker as well as in regard to work performance, the client's shall treat the temporary worker in the same proper manner as it does its own employees.
2. The client is not permitted to 'second' the temporary worker to a third party, i.e. to assign the temporary worker to a third party in order to perform work under the direction or supervision of that third party. Seconding to a third party includes the assignment of a temporary worker by the client to a legal entity with whom the client is affiliated in a group, as referred to in Sections 2:24a en 2:24b of the Dutch Civil Code.
3. The client may only assign the temporary worker to perform work in derogation from the provisions of the assignment and the general terms and conditions if the employment agency and the temporary worker have agreed to this in writing beforehand. This approval may be made subject to conditions.
4. A client established in the Netherlands may only assign the temporary worker abroad under

strict direction and supervision of the client and for a definite period, provided this has been agreed with the employment agency in writing and with the temporary worker's written consent.

CLAUSE 11: WORKING CONDITIONS

1. The client declares to be aware of the fact that for the purposes of the Working Conditions Act, it is considered to be the employer.
2. The client is responsible vis-à-vis the temporary worker and the employment agency to comply with Section 7:658 of the Dutch Civil Code, the Working Conditions Act and the associated regulations and obligations regarding safety at the workplace and proper working conditions in general. Consequently, the client shall furnish and maintain the rooms, equipment and tools in or with which the temporary worker is instructed to work in such a way, and take such measures and issue the temporary worker with such work instructions, as may be reasonably required to prevent the temporary worker from suffering loss or injury in the broadest sense.
3. The client is obliged to provide the temporary worker and the employment agency in time, in

any case one working day before the work commences, with written information about the required professional qualifications and the specific characteristics of the position. The client shall actively provide the temporary worker with information about the Risk Inventory and Evaluation (RIE) that applies in the client's organisation.

4. If the temporary worker suffers an industrial accident or contracts an occupational illness, the client will, if required by law, notify the competent authorities immediately and ensure that a written report is immediately drawn up. The facts and circumstances of the accident shall be recorded in the report in such a way that it is possible to deduce from the report if and to what extent the accident or illness was the result of insufficient measures in place to prevent the accident or the industrial illness. The client shall notify the employment agency as soon as possible about the industrial accident or occupational illness and provide a copy of the related report.

CLAUSE 12: LIABILITY OF CLIENT

1. Supplemental to the other provisions in these conditions, if the client does not comply with

its obligations pursuant to these general terms and conditions at all, in a timely manner or in a proper manner, it shall be in default by operation of law. In that case, the employment agency shall be entitled to terminate the assignment and/or claim compensation for all damage and/or loss of the employment agency ensuing therefrom (including all costs, such as the costs of legal aid), without prior notice of default being required.

2. The client shall compensate the temporary worker for all loss (including costs, such as the actual costs of legal aid) which the temporary worker incurs in the framework of performing his/her work, if and insofar as the client and/or the employment agency is/are liable pursuant to Section 7:658 and/or Section 7:611 of the Dutch Civil Code.
3. The client shall furthermore be obliged to compensate the temporary worker for any damage and/or loss it suffers resulting from damage to or loss of an item belonging to him/her which was used within the framework of the assigned work.
4. If an industrial accident occurs which results in the death of the temporary worker, the client shall be obliged to pay compensation

for the damage and/or loss (including costs, such as the actual costs of legal aid) pursuant to Section 6:108 of the Dutch Civil Code.

5. The client shall take out adequate liability insurance on the basis of provisions in this clause. At the employment agency's request, the client shall provide a valid copy of the insurance policy.
6. The client shall indemnify the employment agency against all claims of the temporary worker and/or third parties ensuing from or in connection with the assignment, including claims in connection with the liability of the employment agency as the direct or indirect employer of the temporary worker. The client shall fully indemnify the employment agency in this connection (including compensation of the actual costs of the employment agency, such as the actual costs of legal aid).

CLAUSE 13: COMMISSIONING FEE

1. The commissioning fee payable by the client to the employment agency shall be calculated over the hours to which the employment agency, based on the assignment and/or conditions, is entitled and shall always be calculated at least over the

actual number of hours worked by the temporary worker. The commissioning fee shall be increased by the additional fees and expenses allowances which the employment agency owes the temporary worker. Dutch VAT is payable on the commissioning fee, additional fees and expenses allowances.

2. If at any time, pursuant to Clause 9.4 of these general terms and conditions, the hiring fee has to be adjusted, the employment agency shall re-determine the temporary worker's remuneration and the commissioning fee on the basis of the information on the job description and the hiring fee. The remuneration and the commissioning fee shall include all the elements of the hiring fee that apply at the client's.
3. In addition to the case referred to in paragraph 2, the employment agency is in any event also entitled to adjust the commissioning fee during the term of the assignment if the costs of the temporary employment increase due to:
 - changes to the Collective Labour Agreement or the associated wages or changes to the client's Collective Labour Agreement and/or employment conditions or the

wages regulated under these;

- changes in or pursuant to legislation and regulations, including changes in or pursuant to social and tax legislation and regulations, the Collective Labour Agreement or any binding regulations;
 - (periodical) wage increases and/or a (one-off) compulsory payment under the Collective Labour Agreement or the client's Collective Labour Agreement and/or employment conditions and/or legislation and regulations.
4. If the client acts in breach of paragraphs 2 and 3 of this clause and refuses to pay the adjusted commissioning fee, the employment agency shall then have the right to terminate the supply of the temporary worker's services or the assignment with immediate effect and without being obliged to pay any compensation for damage and/or loss to the client.
 5. If the temporary worker's job description changes during the term of the assignment – with the explicit prior consent of the employment agency – in the sense that the job description corresponds to work that is classified on a lower scale, the hourly fee and the commissioning

fee shall not change

6. The employment agency shall notify the client of every adjustment of the commissioning fee as soon as possible and confirm this to the client in writing. If, due to any cause that is attributable to the client, the remuneration and/or the commissioning fee was/were set too low, the employment agency shall be entitled to adjust the remuneration and/or commissioning fee to the right level with retroactive effect. The employment agency can also charge the client for any remuneration shortfall paid or expenses incurred by the employment agency as a result of this. The client is obliged to pay to the employment agency the aforesaid amounts immediately after receipt of the notification of the employment agency.

CLAUSE 14: SPECIAL MINIMUM PAYMENT OBLIGATION FOR AT LEAST THREE HOURS

1. If the scope of the work to be performed by the temporary worker and/or the working hours have not been clearly laid down and the client does not give the temporary worker the opportunity to perform the agreed work for three or more hours per

engagement, the client shall be obliged to pay the employment agency the commissioning fee for at least three hours or more, as agreed.

CLAUSE 15: ENTRY INTO AN EMPLOYMENT RELATIONSHIP BETWEEN THE CLIENT AND THE TEMPORARY WORKER

1. The client is exclusively entitled to enter into an employment relationship with the temporary worker supplied by the employment agency if and insofar as the conditions stated in this clause have been met.
2. In the framework of this clause, temporary worker is also understood to mean:
 - the prospective temporary worker registered with the employment agency;
 - the (prospective) temporary worker who has been proposed to the client;
3. For the purposes of this article, entering an employment relationship with a temporary worker is understood to mean:
 - conclusion of an employment contract, a contract for services and/or a contract for professional services between the client and the temporary worker for the same or different work;
 - appointment of the temporary worker as an officer for the same or different work;
 - supply of the temporary worker's services to the client by a third party (for example another employment agency) for the same or different work;
 - entry into an employment relationship between the temporary worker and a third party for the same or different work whereby the client and that third party are affiliated in a group or one organisation is a subsidiary of the other.
4. The client shall not enter into an employment relationship with a temporary worker as long as the temporary employment contract between the temporary worker and the employment agency has not been legally terminated.
5. The client shall notify the employment agency in time about its intention to enter into an employment relationship with the temporary worker. In other words, before implementing such intention.
6. If, as described in this article, the client enters into an employment relationship with a temporary worker who is supplied to the client on the basis of an assignment for an indefinite period before the temporary

- worker – on the basis of that assignment – has actually worked for 1040 hours, the client shall be obliged to pay the employment agency a fee of 25% of the last applicable commissioning fee over 1040 hours minus the hours already worked by the temporary worker on the basis of the assignment.
7. If the client enters into an employment relationship with a temporary worker who is supplied to the client on the basis of an assignment for a definite period, the client shall be obliged to pay a fee of 25% of the last applicable commissioning fee (calculated over the agreed or customary hours and extra/overtime hours) over the remaining duration of the assignment or – if an assignment can be terminated prematurely – over any notice period that was not observed, on the understanding that that the client shall always be obliged to pay the fee referred to in paragraph 6.
 8. If the client enters into an employment relationship with a temporary worker in accordance with paragraphs 1 through 5, the assignment between the client and the employment agency shall end on the date of commencement of that employment relationship.
 9. If the client enters into an employment relationship with a temporary worker within three months after the supply of the temporary worker's services (regardless of whether this was based on an assignment for a definite or indefinite period) to the client has ended, the client shall be obliged to pay the fee referred to in paragraph 6. This shall apply both if the client has approached the temporary worker, directly or through a third party, and if the temporary worker has applied for a position at the client's, directly or through a third party.
 10. If a prospective client comes into contact with a prospective temporary worker via the employment agency, for instance through having been introduced to the client by the employment agency, and the prospective client enters into an employment relationship with that prospective temporary worker without the temporary worker having been supplied by the employment agency, the prospective client shall be obliged to pay a fee of 25% of the commissioning fee, over 1040 hours, that would have applied for this temporary worker if the assignment had

gone ahead. The client shall also be obliged to pay this fee if the temporary worker contacts the client directly or through a third party and/or applies for a position at the client's, as a consequence of which the temporary worker enters into a direct or indirect employment relationship with the client. If the employment agency and the client had not yet agreed on a commissioning fee for the supply of the temporary worker's services, the client shall, without prejudice to the employment agency's right to claim full compensation for losses, owe an amount of EUR 7,500 excluding Dutch VAT, payable immediately and in full, without a demand or notice of default being required.

11. The fee that the client owes the employment agency in accordance with the provisions in this clause must be immediately paid as a lump sum to the employment agency.

CLAUSE 16: INVOICING

1. Unless otherwise agreed in writing, time accounting shall be by means of time sheets signed for approval by the client.
2. The client and the employment agency can agree to have time accounting done by means of

a time registration system, an electronic and/or computerised system or by means of time sheets drawn up by the client.

3. The client shall provide correct and complete time sheets and is obliged to ensure that the details of the temporary worker have been filled in accurately and truthfully, such as: temporary worker's name, number of hours worked, overtime hours, unsocial hours and shift work hours, any allowances, any expenses actually incurred and any other hours over which the commissioning fee is owed pursuant to the assignment and the conditions.
4. If the client provides the time sheets, it shall ensure that the employment agency receives this directly following the week the temporary worker worked for the client. The client is responsible for the manner in which the time sheets are provided to the employment agency.
5. Before providing the time sheets, the client shall give the temporary worker the opportunity to check them. If and insofar as the temporary worker contests the details on the time sheets, the employment agency is entitled to determine the hours and costs based on the temporary worker's

specification, unless the client can demonstrate that the details it provided are correct.

6. If time accounting is done by time sheets provided by the temporary worker, the client shall keep a copy of the time sheets. In case of a difference between the time sheet the temporary worker submits to the employment agency and the copy kept by the client, the time sheet submitted by the temporary worker to the employment agency shall be considered as full proof for settlement of the fee, unless the client provides proof to the contrary.

CLAUSE 17: PAYMENT

1. The client is obliged at all times to pay each invoice from the employment agency within 14 calendar days of the invoice date. If an invoice is not paid within this term, the client will, by operation of law, be in default as of the first day after the expiry of the payment term, without notice of default being required. In that case the client shall owe an interest of 1% per calendar month over the outstanding amount, whereby part of a month shall be counted as a full month. The copy or carbon copy of the invoice sent to the client by the employment

agency shall count as full proof of interest being due and payable and of the starting date of interest calculation.

2. If the client disputes the invoice wholly or in part, it must notify the employment agency in writing within fourteen calendar days of the invoice date, with a specification of the reasons. After this period has expired, the client shall no longer be entitled to dispute the invoice. The burden of proof regarding whether the invoice has been disputed in time lies with the client. Disputing the invoice shall not discharge the client from its payment obligation.
3. The client is not entitled to settle the invoice amount with a counterclaim which the client believes, rightfully or not, exists. Neither may the client suspend payment of the invoice.
4. Only payments to the employment agency or to a third party authorised in writing by the employment agency shall qualify as a discharge of payment obligation. Payments by the client to the temporary worker, under whatever title, shall have no binding effect vis-à-vis the employment agency and shall never be grounds for offset or settlement of payment.
5. If the client's financial position

and/or payment behaviour are, in the employment agency's opinion, reason for this, the client shall be obliged to make an advance payment and/or issue sufficient security, by means of a bank guarantee, pledge or other form of security, for its obligations vis-à-vis the employment agency. Security may be demanded for both existing and future obligations, and an advance only for future obligations. The scope of the required security and/or the required advance must be in proportion to the scope of the client's obligations.

6. If the client does not provide the advance payment referred to in paragraph 5 or does not provide the required security within the term set by the employment agency, the client shall be in default without further notice of default being required and the employment agency shall consequently be entitled to suspend performance of all its obligations or to terminate all assignments of the client. In that case the client shall be liable to pay for the damage and/or loss that the employment agency suffers as a result.
7. All judicial and extra-judicial costs and collection costs incurred by the employment

agency as a result of the client's non-compliance its obligations under this clause shall be fully borne by the client. The charge for extra-judicial costs shall be set at 15% of the principal sum owed, including Dutch VAT and interest (at a minimum of EUR 300 per claim), unless the employment agency has incurred demonstrably higher costs. The fixed charge shall become payable as soon as the client is in default, and shall be charged without further proof being required.

8. All claims for payment that the employment agency has or shall have vis-à-vis the client on account of the assignment are susceptible to transfer and encumbrance and can be assigned or given in pledge to a bank or a factoring company by the employment agency. If and insofar as the consent of the client is required for the transfer and/or encumbrance of claims, the client shall not refuse this consent without reasonable grounds therefor.

CLAUSE 18: OBLIGATION OF EMPLOYMENT AGENCY TO PERFORM TO THE BEST ABILITY

1. The employment agency is obliged to perform the assignment

to the best of its ability. If and insofar as the employment agency fails to meet this obligation, the employment agency shall – subject to that set out below in paragraphs 2 and 3 and elsewhere in the general terms and conditions – be bound to compensate the client for direct loss arising from failure to meet this obligation, provided the client submits a written complaint to the employment agency as soon as possible, though no later than three months after the losses occurred or became known, under submission of proof that the loss was the direct consequence of an attributable failure on the part of the employment agency.

2. The employment agency shall not be liable at all vis-à-vis the client for damage or loss incurred by the client, third parties or the temporary worker himself/herself as a result of the temporary worker's acts or omissions.
3. The employment agency shall not be liable vis-à-vis the client for commitments which temporary workers have entered into with or which arose for them vis-à-vis the client or third parties, whether or not this was with the consent of the client or third parties.
4. Any liability of the employment agency arising from the

assignment shall be limited to the commissioning fee which the employment agency shall charge the client for performance of the assignment, for the agreed number of working hours and the agreed duration of the assignment, up to a maximum of three months. The maximum amount to be paid by the employment agency shall in any event not exceed the amount paid out under its insurance policy.

5. The employment agency shall in all cases be excluded from liability for indirect loss, including consequential loss, lost profit, lost savings and loss through downtime.

CLAUSE 19: INTELLECTUAL AND INDUSTRIAL PROPERTY

1. At the client's request, the employment agency shall have the temporary worker sign a written declaration in order – where necessary – to bring about or facilitate that all intellectual and industrial property rights on the results of the temporary worker's work shall belong to or shall be transferred to the client if the employment agency owes the temporary worker a fee for this or incurs expenses in some other way, the client shall owe the employment agency an equivalent

- fee or expenses allowance.
2. The client is free to enter into an agreement directly with the temporary worker or to have the temporary worker sign a declaration regarding the intellectual and industrial property rights referred to in paragraph 1. The client shall notify the employment agency of its intention to do so and shall provide the employment agency with a copy of the agreement/declaration.
 3. The employment agency is not liable vis-à-vis the client for any fine or penalty incurred by the temporary worker or loss suffered by the client as a result of the temporary worker invoking any intellectual and/or industrial property rights.
- CLAUSE 20: CONFIDENTIALITY**
1. The employment agency and the client shall not provide third parties with confidential information of or concerning the other party, its activities and its relationships, that came to their knowledge pursuant to the assignment, unless the provision of this information is necessary in order to perform the assignment properly or if they have a legal obligation to make this information public.
 2. At the client's request, the employment agency shall oblige the temporary worker to maintain confidentiality regarding all information that came to his/her knowledge during the performance of his/her work, unless the temporary worker has a legal obligation to make this information public.
 3. The client is free to directly oblige the temporary worker to maintain confidentiality. The client shall notify the employment agency of its intention to do so and shall provide the employment agency with a copy of the agreement/declaration made to this end. The employment agency is not liable vis-à-vis the client to pay any fine, penalty or loss incurred by the client as a result of the temporary worker breaching the duty of confidentiality.

CLAUSE 21: DUTY OF VERIFICATION AND CUSTODY OF THE CLIENT

1. The client who is supplied with the services of a foreign national within the meaning of the Foreign Nationals (Employment) Act (Wet arbeid vreemdelingen) declares to be expressly aware of Section 15 of this act, which means that on commencement of employment by a foreign national, the client must receive a copy of the document referred to in Section 1 of the Identification Act (Wet op de identificatieplicht) from the foreign national. The client is responsible for carefully inspecting the aforementioned document and establishing the identity of the foreign national and must file a copy of the document in its staff records. The employment agency is not responsible or liable for any fine that may be imposed on the client under the Foreign Nationals (Employment) Act.

CLAUSE 22: PREVENTION OF INADMISSIBLE DISCRIMINATION

1. In order to prevent inadmissible discrimination on the grounds of religion, beliefs, political views, gender, racial or ethnic origin, nationality, sexual orientation, civil status, disability, chronic disease, age or whatever other grounds, the client shall not make

any non-job related requirements when providing information on the work to be carried out, neither shall the employment agency consider such requirements.

2. The client shall indemnify the employment agency for any consequences of inadmissible discrimination on the client's part.

CLAUSE 23: PARTICIPATORY DECISION-MAKING

1. The client is obliged to give the temporary worker who is a member of the works council of the employment agency or the works council of the client the opportunity to exercise participatory rights in accordance with the applicable legislation and regulations.
2. If the temporary worker exercises participatory rights in the client's organisation, the client shall also owe the commissioning fee for the hours during which the temporary worker carried out work or followed training in connection with exercising participatory rights.

CLAUSE 24: DISPUTES AND APPLICABLE LAW

1. All disputes arising from or in connection with a legal relationship between the parties to whom these general terms

and conditions apply shall in the first instance be referred to the competent court in the district in which the employment agency's head office is located.

2. These general terms and conditions and all offers, assignments and other agreements shall be governed exclusively by Dutch law.

CLAUSE 25: (PARTIAL) VOIDABILITY OF THE GENERAL TERMS AND CONDITIONS

1. Should one or more provisions in these general terms and conditions be invalid or be nullified, the remaining provisions of the assignment and the general terms and conditions shall remain applicable. Provisions that have no legal validity or that cannot be legally applied shall be replaced by provisions that are, to the extent possible, in keeping with the provisions to be replaced.

V SUPPLEMENTAL CONDITIONS FOR OLYMPIA PAYROLL SERVICE

INTRODUCTION AND NOTES

These supplemental terms and conditions apply to the payroll services of Olympia Payroll Service B.V. (hereinafter: Olympia Payroll Service) and also to the Payroll Services of employment agencies established in the Netherlands that make use of the Olympia formula of Olympia Nederland B.V. Olympia Payroll Service is part of Olympia Nederland B.V. and a member of the Dutch Federation of Private Employment Agencies.

These supplemental terms and conditions are important due to the special character of Payroll. The typical difference between Payroll and engagement is that in the case of Payroll, recruitment and selection of the Payroll or other employee is not done by Olympia, but rather by the client.

Olympia Payroll Service provides the option of entering into a temporary employment contract without a temporary employment clause with the Payroll employee. That means that the end of an engagement does

not automatically result in the end of the agreement between the Payroll employee and Olympia Payroll Service. This is usually referred to as secondment. Olympia Payroll Service uses the term 'secondment' for Payroll employees that have a temporary employment contract to which the temporary employment clause does not apply. The legal position and the employment conditions of Olympia Payroll Service's Payroll employees are provided for in the Collective Labour Agreement (CAO) for Temporary Employees.

CLAUSE 1: OPERATIONAL SPHERE

These supplemental terms and conditions – in addition to the general terms and conditions of Olympia Nederland B.V. – apply to all assignments between the client and Olympia Payroll Service and any assignments still being executed. Terms and conditions derogating from these supplement terms and conditions or from the Secondment agreement (confirmation of assignment of the Payroll employee made available) shall only have legal effect if they have been agreed between parties

in writing. In the event of a conflict between the general terms and conditions of Olympia Nederland B.V. and these supplemental terms and conditions, these supplemental terms and conditions shall prevail. The general terms and conditions of the client are explicitly excluded.

CLAUSE 2: DEFINITIONS

In these supplemental terms and conditions, the following definitions apply:

Olympia Payroll Service: Olympia Payroll Service B.V., trading under the name of Olympia Payroll Service, or the employment agency established in the Netherlands that provides Payroll services by using the Olympia formula, whether or not trading under the name of Olympia Payroll Service.
Olympia formula: the franchise formula developed by Olympia for the exploitation of general (non-specialised) employment agencies.
Client: the natural person or legal entity that provides itself with a Payroll employee through the intervention of Olympia Payroll Service.

Assignment: the agreement between a client and Olympia Payroll Service on account of which Olympia Payroll Service provides its services to the client and makes a Payroll employee available to the client, whereby an employment contract without temporary employment clause, i.e.

a secondment agreement, is agreed between Olympia Payroll Service and the Payroll employee.

Payroll services: Payroll work to be carried out by Olympia Payroll Service on behalf of a client, which mean the work under employment law and administrative work, management and settlement for the benefit of the Payroll employee made available by Olympia Payroll Service to the client, where the Payroll employee shall carry out standard work under the strict direction and supervision of the client and at the client's premises, on the basis of an employment contract between Olympia Payroll Service and the Payroll employee.

Secondment agreement: the document, to be sent by Olympia Payroll Service, containing in any case the substance of the work and the fee, as well as the term of the assignment. This document also lays down which information and/or data is to be made available to Olympia Payroll Service by or on behalf of the client upon commencement and during the execution of the assignment.

Payroll employee: the employee that is recruited and selected by the client or the Payroll employee that was employed at the client's for at least 1040 hours and immediately following this performs services at or on behalf of and under the

supervision and direction of the client as a Payroll employee on the basis of an employment contract, as referred to in Section 7:690 of the Dutch Civil Code, with Olympia Payroll Service.
Fee: the compensation owed by the client to Olympia Payroll Service in connection with the assignment.
CAO (Collective Labour Agreement): the most up-to-date version at any time of the Collective Agreement for Temporary Employees of the Federation of Private Employment Agencies (ABU CAO).

CLAUSE 3: OFFERS

All offers issued by Olympia Payroll Service and the prices and terms and conditions stated therein shall always be entirely without obligation and, unless stated otherwise, valid for a maximum of four weeks.

CLAUSE 4: FORMATION OF THE ASSIGNMENT

Assignments shall come into effect at the moment that Olympia Payroll Service has accepted such an assignment in writing by way of dispatch of a secondment agreement or at the moment that the Payroll employee of Olympia Payroll Service actually commences with the execution of the work.

CLAUSE 5: TERM AND TERMINATION OF THE ASSIGNMENT

Assignment

1. The assignment is entered into for a definite or indefinite period.
2. The assignment for a definite period is entered into for a defined and fixed period. The assignment for a definite period ends by operation of law when the agreed period has elapsed.

Termination of the assignment

3. The notice period of an assignment for an indefinite period must be agreed between the parties in further detail in the secondment agreement, but shall in any case be at least three months.
4. Premature termination of an assignment for a definite period is not possible.
5. Termination of an assignment during a period of occupational disability of the Payroll employee is not possible.
6. In derogation from paragraphs 4 and 5, the parties may agree otherwise in writing. If premature termination and/or termination during a period of illness are agreed, termination of an assignment shall only be possible with a notice period of at least three months.
7. Notice of termination must be

given in writing by registered mail. Termination by the client shall have effect only after the expiry of the notice period in effect between Olympia Payroll Service and the Payroll employee.

8. Every assignment shall end immediately following termination at such time that one of the parties invokes termination of the assignment due to the fact that:
- the other party is in default;
 - the other party has been liquidated;
 - the other party has been declared bankrupt or has requested a suspension of payments.
- If Olympia Payroll Service invokes termination based on one of the above grounds, the action of the client on which termination is based implies a request by the client to end the supply of the payroll services. This shall not result in any liability on the part of Olympia Payroll Service for any damage and/or loss suffered by the client in this regard. Following termination, Olympia Payroll Service's claims shall be immediately due and payable.
9. The Payroll services shall end by operation of law if and as soon as Olympia Payroll Service is no longer able to make the Payroll employee available due to the fact that the employment contract

between Olympia Payroll Service and the Payroll employee has been terminated. In this case, Olympia Payroll Service shall neither be attributable in default vis-à-vis the client nor be liable for any damage and/or loss incurred by the client in connection therewith.

CLAUSE 6: NOTIFICATION OF NEW PAYROLL EMPLOYEE AND EXECUTION OF THE ASSIGNMENT

- The client shall notify Olympia Payroll Service of a Payroll employee that has been recruited and selected by the client.
- Incomplete notifications shall not be processed by Olympia Payroll Service.
- Olympia Payroll Service reserves the right not to process a notice form (and therefore not to enter into a secondment agreement with the Payroll employee). The secondment agreement shall be formed only after Olympia Payroll Service has confirmed this by way of a confirmation via a secondment agreement.
- The client shall ensure that Olympia Payroll Service, prior to entering into the secondment agreement, is fully informed on the employment history of the Payroll employee at the client's premises. If the client issues

incorrect and/or incomplete information on the employment history of the Payroll employee, the client shall then compensate Olympia Payroll Service for all damage and/or loss suffered and/or to be suffered by Olympia Payroll Service as a result of that incorrect and/or incomplete information.

- The client must carefully check the genuineness and validity of the original identification papers of the Payroll employee. The identity of the Payroll employee must also be checked (in connection with the aspect of mistaken identity). The client shall ensure that prior to the commencement of the work, the Payroll employee reports to the relevant Olympia branch office with original identification papers and any work permit for non-EU nationals.
- Olympia Payroll Service shall not be liable for damage and/or loss resulting from the deployment of Payroll employees who turn out not to meet the requirements set by the client.

CLAUSE 7: WORKING HOURS, OFFICE HOURS, BUSINESS CLOSURE AND HOLIDAYS

- The Payroll employee performs work during the regular business hours at the client's premises.

The client guarantees that the working hours, rest periods and office hours of the Payroll employee meet the statutory and other requirements set by the authorities.

- The time and the duration of the holidays of the Payroll employee shall be determined by Olympia Payroll Service after consultation with the client.
- The client shall make it possible for the Payroll employee to take leave if and insofar as the Payroll employee has a right thereto in accordance with the law or the ABU Collective Labour Agreement.
- The client must ensure that the agreed hours of work do not exceed the number of hours that the Payroll employee works per period. If the Payroll employee is consistently deployed for more hours than agreed in the secondment agreement, that could result in an increase in the agreed number of hours of work (among other things, pursuant to Section 7:610b of the Dutch Civil Code). The client must immediately inform Olympia Payroll Service thereof. In that case, Olympia Payroll Service shall adjust the agreed number of hours of work with the client.
- Commencing on the effective date

of that adjustment, the client shall owe the fee for this new number of hours of work. If the client does not inform Olympia Payroll Service in a timely manner of an adjustment as stated above, Olympia Payroll Service shall be entitled to charge the client for all damages and/or loss that result therefrom.

6. If the Payroll employee requires training or work instructions for the execution of the assignment, the hours that the Payroll employee spends on this training shall be charged to the client as hours worked.
7. If the Payroll employee submits a request for a reduction or increase in the number of hours of work, the number of hours of work agreed with the client shall, after consultation between the client and Olympia Payroll Service, be adjusted in accordance with the Payroll employee's wishes, unless there are substantial business interests, such as at the discretion of Olympia Payroll Service, not to honour the Payroll employee's request.

CLAUSE 8: INSTRUCTIONS, SUPERVISION AND DIRECTION OF CLIENT

1. The Payroll employee shall perform the work within the

framework of the assignment under the strict supervision and direction of the client and at the client's premises.

2. The client shall be responsible and liable for the Payroll employee in the same manner as for its own staff.
3. The client is not permitted to second the Payroll employee to a third party, i.e. to assign the temporary worker to a third party in order to perform work under the supervision or direction of that third party. Seconding to a third party includes the assignment of a Payroll employee by the client to a legal person or natural entity with whom the client is affiliated in a group.
4. The client may only assign the Payroll employee to perform work in derogation from the provisions of the assignment and the general terms and conditions if Olympia Payroll Service and the Payroll employee have agreed thereto in writing beforehand.
5. A client established in the Netherlands may only assign the Payroll employee abroad under the strict direction and supervision of the client and for a definite period, provided this has been agreed with Olympia Payroll Service in writing and with the Payroll employee's written

consent.

6. The client shall compensate the Payroll employee for any damage and/or loss resulting from damage to or loss of an item belonging to the temporary worker which was used within the framework of the assigned work. Olympia Payroll Service shall not be liable vis-à-vis the client for damage or loss incurred by the client, third parties or the Payroll employee himself/herself as a result of the Payroll employee's acts or omissions.
7. Olympia Payroll Service shall not be liable vis-à-vis the client for commitments which Payroll employees have entered into with or which arose for them vis-à-vis the client or third parties, whether or not the client or third parties gave consent thereto.
8. The client shall indemnify Olympia Payroll Service against any liability (including costs, such as the actual costs of legal aid) of Olympia Payroll Service as the direct or indirect employer of the Payroll employee in connection with the damage and/or loss, losses and obligations referred to in this clause.
9. To the extent possible, the client shall take out adequate liability insurance on the basis of the provisions in this clause. At

Olympia Payroll Service's request, the client shall provide a valid copy of the insurance policy.

10. Olympia Payroll Service guarantees a proper execution of the assignment. Olympia Payroll Service is, however, not responsible for information and data that the client issues to Olympia Payroll Service within the framework of the assignment.

CLAUSE 9: WORKPLACE SAFETY

1. The Payroll employee shall perform the work at the location stated in the secondment agreement. The client is obliged to have the work performed with due observance of that which has been laid down by or pursuant to the Working Conditions Act. In a timely manner and prior to the commencement of work, the client shall issue to Olympia Payroll Service a document containing a description of the specific characteristics of the position to be filled.
2. The client is obliged to take such measures and issue such work instructions as may be reasonably required to prevent the Payroll employee from suffering damage and/or loss in the execution of his/her work.
3. The client declares to be aware of the fact that for the purposes

of the Working Conditions Act, it is considered to be the employer. The client is responsible vis-à-vis the Payroll employee and Olympia Payroll Service to comply with obligations contained in Section 7:658 of the Dutch Civil Code, the Working Conditions Act and the regulations associated therewith regarding safety at the workplace and proper working conditions in general.

4. The client shall actively provide the Payroll employee with information about the Risk Inventory and Evaluation (RIE) that applies in the client's organisation.
5. If the Payroll employee suffers an industrial accident or contracts an occupational illness, the client will, if required by law, notify the competent authorities immediately and ensure that a written report thereof is immediately drawn up. The facts and circumstances of the accident shall be recorded in the report in such a way that it is possible with a reasonable degree of certainty to deduce from the report if and to what extent the accident or illness was the result of insufficient measures in place to prevent the accident or the occupational illness. The client shall notify Olympia Payroll

Service as soon as possible about the industrial accident or occupational illness and provide a copy of the prepared report.

6. The client shall compensate the Payroll employee for – and indemnify Olympia Payroll Service against – all damage and/or loss (including costs, such as the actual costs of legal aid) which the Payroll employee incurs in the framework of performing his/her work, if and insofar as the client and/or Olympia Payroll Service is/are liable pursuant to Section 7:658 and/or Section 7:611 of the Dutch Civil Code. If the industrial accident results in death, the client shall be obliged to pay compensation for damage and/or loss (including costs, such as the actual costs of legal aid) to the persons referred to in Section 6:108 of the Dutch Civil Code, in accordance with this section of the law.
7. The client shall take out adequate liability insurance on the basis of provisions in this clause. At Olympia Payroll Service's request, the client shall provide a valid copy of the insurance policy.

CLAUSE 10: FEE, OVERTIME, ILLNESS AND IDLENESS

1. The fee is calculated on the basis of the hourly rate as laid down in

the secondment agreement.

2. The client owes the fee for the agreed working hours or project duration and any additional hours worked.
3. If the Payroll employee has been unable to work due to illness, temporary or long-term occupational disability, or idleness (if the client temporarily does not have any suitable work during the assignment), the client shall not owe the fee for these unworked hours unless the parties have made agreements explicitly derogating therefrom and laid them down in the secondment agreement.
4. In the event of an increase in the Payroll employee's salary costs, for instance as a result of an amendment to a government measure pertaining to social security or tax legislation/regulations, a change in the ABU, an amendment to the Collective Labour Agreement or an adjustment of the indexation of Statistics Netherlands, Olympia Payroll Service may adjust the fee accordingly. Olympia Payroll Service shall make an adjustment of the fee known to the client in writing and as quickly as possible.

CLAUSE 11: PAYROLL DEDUCTIONS

1. Olympia Payroll Service undertakes to effect in a timely manner all payments within the framework of the social security and tax laws that are due within the framework of these supplemental terms and conditions.
2. Olympia Payroll Service shall, at the client's request, furnish a declaration from the Dutch Tax and Customs Administration or the Dutch Labour Standards Association [Stichting Normering Arbeid] (NEN 4400) from which it is evident that it has fulfilled the relevant payment obligations to the Tax and Customs Administration and the social security administration agency for the period which has expired.

CLAUSE 12: INVOICING AND TIME SHEETS

1. Olympia Payroll Service shall invoice on the basis of the time sheets prepared in writing by the Payroll employee, which are binding upon the client, unless the client provides convincing evidence to the contrary regarding the number of hours actually worked. In derogation from this paragraph, the parties may agree in the secondment agreement that invoicing shall

take place on the basis of the electronic time sheets approved by the client or on the basis of a fixed sum contained in the assignment.

2. By signing these time sheets, the client declares that they have been filled in correctly and completely. In case of a difference between the time sheet the Payroll employee submitted and the copy kept by the client, the time sheet submitted to Olympia Payroll Service shall be considered as full proof, unless the client provides proof to the contrary, i.e. that the copy it has is correct. If the client fails to sign the Payroll employee's time sheets for approval and/or has not issued to Olympia Payroll Service a time sheet that in the client's opinion is correctly filled in within five business days of the relevant work, Olympia Payroll Service shall be entitled to determine itself in a binding manner the number of hours worked by the Payroll employee, whereby the agreed working hours from the secondment agreement shall serve as the starting point.
3. The client hereby authorises Olympia Payroll Service to deduct from its Dutch bank or giro account the amounts owed to Olympia Payroll Service by the client by way of direct debit. As long as the client uses the payroll services of Olympia Payroll Service, the client shall not be entitled to revoke this authorisation at any time without the prior written consent of Olympia Payroll Service.
4. The amounts owed by the client shall be collected some 14 calendar days after the date on which the relevant invoices were dispatched. The client must always ensure that the balance of its bank or giro account is sufficient in order to make it possible for the direct debit to be executed.
5. If the direct debit fails or an invoice is not paid within the term referred to in paragraph 4, the client shall be in default as of the first day after exceeding the payment term, without notice of default being required, and shall owe an interest of 1% per calendar month over the outstanding amount, whereby part of a month shall be counted as a full month.
6. The copy of the invoice sent to the client by Olympia Payroll Service shall count as full proof of interest being due and payable and of the starting date of interest calculation.
7. Only payments made to Olympia

Payroll Service shall qualify as a discharge of payment obligation. Payments by the client to the Payroll employee, under whatever title, shall have no binding effect vis-à-vis Olympia Payroll Service and shall not be grounds for offset or settlement of payment.

8. The client is not entitled to settle the invoice amount, regardless of whether it disputes this, with a counterclaim which the client believes, rightfully or not, exists. Neither may the client suspend payment of the invoice.
9. If the client's financial position and/or payment behaviour are, in Olympia Payroll Service's opinion, reason for this, the client shall be obliged, at Olympia Payroll Service's written request, to make an advance payment and/or issue sufficient security, by means of a bank guarantee, pledge or other form of security, for its obligations vis-à-vis Olympia Payroll Service. Security may be demanded for both existing and future obligations, and an advance only for future obligations. The scope of the required security and/or the required advance must be in proportion to the scope of the client's obligations.
10. If the client does not provide the advance referred to in paragraph 9 or does not provide the required security within the term set by Olympia Payroll Service, the client shall be in default without notice of default being required and Olympia Payroll Service shall consequently be entitled to suspend the performance of its obligations or to terminate all assignments at the client's.
11. All judicial and extra-judicial costs and collection costs as well as any cancellation costs incurred by Olympia Payroll Service as a result of the client's non-compliance with its obligations under this clause shall be fully borne by the client. The charge for extra-judicial costs shall be set at 20% of the principal sum owed, including Dutch VAT and interest (at a minimum of EUR 250 per claim), unless Olympia Payroll Service has incurred demonstrably higher costs. The fixed charge shall become payable as soon as the client is in default, and shall be charged without further proof being required.
12. The client shall forward in writing any claims to Olympia Payroll Service within 14 days of the invoice date. After this period, complaints shall no longer be processed and the client shall

forfeit his right of recovery. A claim shall not waive the client's payment obligations.

13. All claims for payment that Olympia Payroll Service has or shall have vis-à-vis the client on account of an assignment are susceptible to transfer and encumbrance and can be assigned or given in pledge to a bank or factoring company by Olympia Payroll Service. If and insofar as the consent of the client is required for the transfer and/or encumbrance of claims, the client shall not refuse this consent without reasonable grounds therefor.

CLAUSE 13: INDUSTRIAL DISPUTES

1. If problems arise between the client and the Payroll employee, the client shall immediately inform Olympia Payroll Service thereof. The client and Olympia Payroll Service shall determine in proper consultation which measures shall be reasonably taken.
2. Only Olympia Payroll Service as employer may dismiss the Payroll employee or impose another measure on him/her. Olympia Payroll Service shall proceed therewith only at the moment that it is entitled to do so pursuant to law and in accordance with legal precedents. Furthermore, the

reason for imposing the measure must sufficiently be demonstrable, this at the discretion of Olympia Payroll Service.

3. If the Payroll employee acts or fails to act in such a way that it cannot reasonably be expected of the client that the assignment continues and the employment relationship between the Payroll employee and Olympia Payroll Service can be terminated as a result thereof, Olympia Payroll Service may grant the client consent to terminate the assignment prematurely. Olympia Payroll Service hereby attaches conditions to the granting of the aforesaid consent. This consists in any case of payment of compensation that Olympia Payroll Service must pay to the Payroll employee in the event the employment relationship is terminated.

CLAUSE 14: INTELLECTUAL AND INDUSTRIAL PROPERTY

1. Olympia Payroll Service shall render assistance to realize or to promote the fact that all intellectual and industrial property rights to the results of the work, including accounts, reports, budgets, drawings, sketches, specifications and other documents, as well as models

and computer files that the Payroll employee has produced within the framework of the assignment, shall accrue or be transferred to the client. If in connection therewith Olympia Payroll Service owes the Payroll employee a fee, the client shall, by operation of law, owe Olympia Payroll Service a similar fee.

2. Without prejudice to the provisions in the previous paragraph, the intellectual and industrial property rights to the results of the assignment shall be granted or transferred to the client at the moment the client has fulfilled all its payment obligations vis-à-vis Olympia Payroll Service.

CLAUSE 15: CONFIDENTIALITY

1. Olympia Payroll Service and the client undertake to maintain vis-à-vis all third parties strict confidentiality regarding all that which comes to their knowledge within the framework of the assignment concerning the other party and of which they know or could reasonably have suspected that disclosure is or can be injurious and/or detrimental to the other party.
2. Olympia Payroll Service shall oblige the Payroll employee to maintain confidentiality regarding all information that came to his/

her knowledge or that he/she became aware of during the performance of his/her work.

CLAUSE 16: HOLIDAY WORKERS

1. If the client desires to deploy holiday workers as Payroll employees, for the conditions under which this is possible reference is hereby made to Section 39 of the ABU Collective Labour Agreement and the holiday workers' scheme described and laid down therein, which shall remain in full force.

CLAUSE 17: LIABILITY

1. Olympia Payroll Service shall be liable for the damage and/or loss of the client and of third parties as a result of its services if and insofar as that damage and/or loss is the direct consequence of an attributable failure on the part of Olympia Payroll Service and this could not have been limited or prevented by the client. The total liability of Olympia Payroll Service is limited to the amount for which Olympia Payroll Service is insured, but shall never exceed the amount that is or would be owed with the assignment. Olympia Payroll Service's liability for compensation does not cover loss of profits and any other indirect loss.

2. The parties undertake to keep adequate insurance for business liability, bodily injury, etc., for the term of the agreement.

CLAUSE 18: APPLICABLE LAW AND DISPUTES

1. These supplemental terms and conditions, assignments, secondment agreements or confirmations of assignment and [any] disputes that ensue therefrom are governed by Dutch law.
2. All disputes ensuing from or in connection with the assignment may be solely submitted for settlement to the competent court [of the municipality] where the head office of Olympia Payroll Service is established.

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