



# General Terms and Conditions

## Olympia Nederland B.V.

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## I - General terms and conditions for the placement of Flexible Workers

### Clause 1 Scope

1. These general terms and conditions apply to all offers, assignments and other agreements of and with Olympia regarding Services provided by Olympia, as well as to all legal acts aimed at their conclusion, insofar as these terms and conditions are applicable to the Services in question by virtue of their nature and content.
2. Any purchasing conditions or other conditions of the Client do not apply and are hereby explicitly rejected.
3. Any agreements which deviate from these general terms and conditions will only apply if they have been validly agreed in writing between Olympia and the Client.
4. Olympia will be entitled to unilaterally amend these General Terms and Conditions. In that case, Olympia will inform the Client of the changes in a timely fashion. There will be at least one month between this notification and the entry into force of the amended terms and conditions.
5. The Dutch original version of these General Conditions will prevail over the English translation or any other translation thereof. The Dutch original version can be downloaded at <https://www.olympia.nl/voorwaarden/algemene-voorwaarden/>

### Clause 2 Definitions

1. The following terms as used in these general terms and conditions will have the following meanings:

**Anti-Discrimination Policy:** Olympia's policy against discrimination. Further information about this policy can be found on <http://www.olympia.nl/over-olympia/diversiteit-en-inclusie/>

**CLA:** the collective labour agreement for Flexible Workers concluded between the Federation of Private Employment Agencies (ABU), on the one hand, and involved employee organizations on the other.

**Services:** the services of Olympia aimed at the placement of Flexible Workers, recruitment and selection and the provision of services connected therewith.

**Flexible Worker:** any natural person who has entered into an agency work employment contract – as referred to in Section 7:690 of the Dutch Civil Code – with Olympia in order to perform work for a third party under the management and supervision of that third party.

**Equal Remuneration:** the equivalent remuneration as defined in the CLA valid from January 1, 2026.

**Assignment:** the agreement between a Client and Olympia on the basis of which a single Flexible Worker as referred to in this clause is posted to the Client by Olympia in order to perform work under the Client's management and supervision, in exchange for payment of the Client Rate.

**Client:** any natural person or legal entity that has a Flexible Worker perform work under its management and supervision in the context of an Assignment, as referred to in this clause.

**Client Rate:** the rate payable by the Client to Olympia, excluding bonuses, expense allowances, and VAT. The rate is calculated per hour, unless stated otherwise.

<b>Olympia:</b>	Olympia Nederland B.V., any subsidiary company of Olympia Nederland B.V. and any temporary employment agency established in the Netherlands which makes use of the Olympia formula, insofar as the aforementioned parties perform Services, as defined in this clause, for the Client on the basis of one or more assignments with the Client.
<b>Olympia formula:</b>	the franchise formula developed by Olympia for operating general private employment agencies.
<b>Placement:</b>	the placement of a Flexible Worker to perform work under the Client's management and supervision under an Assignment. This also includes the placement of a Flexible Worker for a trial day.
<b>Agency Clause:</b>	the written clause in the employment contract between Olympia and the Flexible Worker and/or in the CLA stipulating that the employment contract ends by operation of law if Olympia's Placement of the Flexible Worker at the Client is terminated at the Client's request (Section 7:691(2) of the Dutch Civil Code).
<b>Week:</b>	the calendar week that starts at 00:00 hours on Monday and ends at 24:00 hours on Sunday.

### **Clause 3    The Assignment and the Placement**

#### Assignment

1. The Assignment is entered into for a definite or indefinite period of time.
2. An Assignment for a definite period of time is one entered into:
  - Either for a fixed period.
  - Or for a specific period.
  - Or for a specific period that does not exceed a fixed period.

An Assignment for a definite period ends by operation of law by the passage of the agreed time or once a predetermined, objectively determinable event occurs.

#### End of the Assignment

3. An Assignment for an indefinite period must be terminated in writing with due observance of a notice period of at least 30 calendar days.
4. Early termination of an Assignment for a definite period is not possible unless written agreements to the contrary have been made. If early termination has been agreed on, termination is possible if a notice period of at least 30 calendar days is observed. The termination must take place in writing.
5. Every Assignment ends immediately at the moment that one of the parties terminates the Assignment in writing, because:
  - The other party is in default.
  - The other party has been wound up.
  - The other party has been declared bankrupt or has applied for bankruptcy.
  - The other party has been granted or has applied for a moratorium.

If Olympia invokes termination on one of these grounds, this will not lead to any liability on the part of Olympia for any resulting damage suffered by the Client. As a result of the termination, Olympia's claims will become

immediately due and payable.

#### Placement and End of Placement

6. The Placement will commence at the moment that the Flexible Worker commences his/her work.
7. The end of the Assignment means the end of the Placement. Termination of the Assignment by the Client implies the Client's request to Olympia to terminate the current Placement(s) as of the date on which the Assignment has been legally terminated, or with effect from the date the Assignment has been legally terminated. At Olympia's first request the Client will confirm in writing that it is terminating the Assignment and the Placement. If there is an Assignment for a specific period of more than 6 months, the Client must confirm to Olympia no later than 6 weeks before the Assignment ends whether the Client plans to renew the Assignment and under what conditions. The Client cannot terminate the Assignment and/or the Placement early in case of incapacity for work (arbeidsongeschiktheid) of the Flexible Worker.
8. If the Agency Clause applies between the Flexible Worker and Olympia, the Placement of the Flexible Worker ends at the Client's request at the moment the Flexible Worker reports that he/she is not able to perform the work for whatever reason, unless the Flexible Worker is not able to perform the work due to incapacity for work.
9. The Placement ends by operation of law if and as soon as Olympia can no longer post the Flexible Worker because the employment contract between Olympia and the Flexible Worker has ended and this employment contract is not being continued for the same Client immediately following its termination. Olympia is not obliged to enter into a new temporary employment agreement on behalf of the Client.
10. Olympia will make every effort to post the Flexible Worker in a timely fashion and in accordance with the assignment (confirmation) or other agreement. Olympia will not be accountable to the Client and will not be obliged to compensate the Client for any loss or costs if for any reason whatsoever Olympia is unable to post the Flexible Worker or is unable to post the Flexible Worker on time or for a longer period.
11. If the Client fails to observe the 30-day notice period for the termination of the Assignment and as a result, Olympia is unable to comply with the 10-calender day notice period in the CLA vis-à-vis the Flexible Worker, Olympia will charge Client the remuneration Olympia has to pay the Flexible Worker due to this breach of the 10-day notice period.
12. Provisions which, by their nature, are intended to continue after the end of the Assignment, such as those relating to payment, liability, intellectual property, confidentiality, privacy and applicable law, will remain in force after the end of the Assignment.

#### **Clause 4 Replacement and availability**

1. Olympia may post a Flexible Worker to several Clients.
2. Olympia has the right to replace a Flexible Worker at any time. No permission is required from the Client. The Client will only refuse to cooperate with such a replacement on reasonable grounds. The Client will provide written justification for any such refusal on request.
3. Olympia does not fail attributably in respect of the Client and is not required to compensate the Client for any damage or costs if, for any reason whatsoever, Olympia cannot post, or can no longer post a Flexible Worker or replacement Flexible Worker at the Client, or at least cannot or can no longer do so in the manner and for the number of hours as agreed in the Assignment or thereafter.
4. In the event of long-term or other incapacity for work the Client will cooperate with the rehabilitation of the Flexible Worker.

5. If the Flexible Worker is replaced with a different Flexible Worker, the hourly remuneration for the replacement Flexible Worker will be determined again on the basis stated in clause 9 of these general terms and conditions and the Client Rate will be adjusted accordingly.

#### **Clause 5 Right of suspension**

1. The Client does not have the right to temporarily suspend all or part of the Flexible Worker's employment except in the case of force majeure in the sense of Section 6:75 of the Dutch Civil Code.
2. In deviation from paragraph 1 of this clause, suspension is indeed possible if:
  - this is agreed in writing and the term of the suspension is also laid down,
  - and the Client demonstrates that there is temporarily no work available or that the Flexible Worker cannot be put to work,
  - and Olympia can successfully rely on exclusion of the obligation to continue paying wages to the Flexible Worker under the CLA.

The Client does not owe the Client Rate for the duration of the suspension.

3. If the Client is not entitled to temporarily suspend the Placement but the Client temporarily has no work for the Flexible Worker or cannot put the Flexible Worker to work, the Client is required to pay the Client Rate in full per period (week, month, or suchlike) to Olympia for the duration of the assignment for the usual number of hours and overtime hours or the number that most recently applied under the Assignment.

#### **Clause 6 Work procedure**

1. Before the start of the Assignment, the Client will provide Olympia with the information necessary for the Placement, including an accurate description of the position, job requirements, work times, number of working hours, work duties, job location, working conditions and the envisioned term of the Assignment.
2. Olympia determines which Flexible Workers it will propose to the Client for the performance of the Assignment and will make this decision based on the information provided by the Client and the capacities, knowledge and skills which it knows the Flexible Workers who are eligible for the placement possess. The Client has the right to reject the proposed Flexible Worker which will mean that the Placement of the proposed Flexible Worker will not go ahead.
3. Olympia does not fail attributably in respect of the Client and is not required to compensate any damage if the contact between the Client and Olympia prior to a possible Assignment, including a specific request from a Client for the placement of a Flexible Worker, does not result, for any reason whatsoever, in an actual Placement of a Flexible Worker or does not result in this within the time period desired by the Client.
4. Olympia is not liable for damage resulting from the use of temporary agency workers who turn out not to satisfy the requirements stipulated by the Client unless the Client submits a written complaint on the matter to Olympia within a reasonable period of time after the start of the Placement and also proves that there was intent or wilful recklessness on the part of Olympia in the selection of the individual.
5. Should Olympia require information from the Client within the framework of the fulfilment of its obligations under the law or the CLA, the Client will upon first request provide such information to Olympia free of charge.
6. Olympia is entitled to make use of its affiliated companies to perform the Assignment.

#### **Clause 7      Number of working hours and work times**

1. The Flexible Worker's working hours and work times at the Client will be laid down in the assignment confirmation, or agreed otherwise. The Flexible Worker's work times, working hours, and break and rest times will be the same as the relevant times and hours customary at the Client, unless otherwise agreed. If the Client is responsible for the Flexible Worker's schedule, the Client guarantees that the number of hours worked by the Flexible Worker and the Flexible Worker's work times and rest times satisfy the statutory requirements. If so, the Client also will keep a proper registration of the Flexible Worker's working and rest times. The Client will submit this registration to Olympia on first request. The Client shall also ensure that the Flexible Worker does not exceed the work times permitted by law and the agreed number of working hours.
2. Olympia may at all times propose to the Client that the number of working hours agreed upon in connection with the Assignment be adjusted, should this be necessary in connection with legislation and regulations and/or a request from the Flexible Worker. The Client will not reject this proposal without reasonable grounds.
3. If the Flexible Worker is entitled to an increase in the number of working hours due to the Client's acts or omissions, the (minimum) number of working hours agreed with the Client will be adjusted accordingly, if necessary with retroactive effect, and from that moment the Client Rate will be payable by the Client in respect of the adjusted number of working hours.
4. The Flexible Worker's holidays and leave will be determined in consultation between the Client, the Flexible Worker and Olympia. The Client will enable the Flexible Worker to take holidays and leave in accordance with the law, the CLA and the employment conditions applicable to the Flexible Worker.
5. If and to the extent that the Flexible Worker requires specific, or obligatory as referred to in Section 7:611a of the Dutch Civil Code, training or work instruction for the performance of the Assignment, the hours that the Flexible Worker spends on this training and/or work instruction will be charged to the Client as hours worked. If there is – in the opinion of Olympia and/or pursuant to the law –obligatory training as referred to in Section 7:611a of the Dutch Civil Code, the training times must be within working hours as much as possible. If the training takes place outside working hours, the training time are regarded as working time. Hours spent on other training not specifically needed, or not obligatory training for the Assignment will not be charged to the Client unless different agreements have been made in this respect. The absences required for other training will be determined in consultation between the Client and Olympia and, if possible, agreed at the start of the Assignment.

#### **Clause 8      Company closures, mandatory days off and Regulation unworkable weather**

1. The Client must inform Olympia at the start of the Assignment about any company closures, mandatory collective days off and (special) public holidays during the course of the Assignment so that Olympia can ensure that, where possible, these circumstances constitute part of the employment contract with the Flexible Worker. If a decision to schedule a company closure, mandatory collective days off and/or (special) public holiday is announced after the Assignment is entered into, the Client must inform Olympia about this immediately after it becomes known. If the Client neglects to inform Olympia or neglects to do so on time, the Client is required to pay the Client Rate in full to Olympia for the duration of the company closure for the usual number of hours and overtime hours per period or number per period that most recently applied pursuant to the Assignment and the conditions.
2. The Client must inform Olympia at the start of the Assignment if the Client wishes to invoke the 'Regulation on unworkable weather' established by the Dutch government. In that case, the provisions of article 42 of the CLA apply between the parties.



## **Clause 9      Position and remuneration**

1. Olympia is obliged to apply the Equal Remuneration for each Flexible Worker. This means that the overall employment conditions of the Flexible Worker must be equivalent to those of the Client's employee, working in the same or equivalent position, in accordance with the provisions of the CLA. Olympia may also choose to apply the same employment conditions as those applicable to the Client's employee, who holds the same or equivalent position, instead of Equal Remuneration. Before the commencement of the assignment, the Client – in accordance with its legal obligation under Article 12a of the Waadi – shall provide the Flexible Worker with a description of the position to be performed, the associated classification, and all employment conditions applicable to that position.
2. Olympia applies the rules regarding the grading of the Flexible Worker in accordance with the CLA. The Client is responsible for providing Olympia with the description of the position to be performed by the Flexible Worker, the related scale and complete information on all elements of the Equal Remuneration, including information about the Client's collective labour agreement, in a timely manner (before the start of the Assignment and in the event of interim changes). All elements of the Equal Remuneration are passed on to the Client.
3. The Flexible Worker's remuneration will be determined in accordance with the CLA (including the provisions with respect to the Equal Remuneration), the applicable legislation and regulations and the employment conditions scheme, if any, applicable to the Flexible Worker, based on the job description and requirements provided by the Client.
4. If Olympia is unclear about the content or assessment of any employment condition applicable to the Client, the Client will, upon request, provide the necessary information to clarify the uncertainty.
5. If it emerges at any point that the job description and related scale assignment do not correspond to the actual position performed by the Flexible Worker, the Client will provide Olympia with the correct job description and related scale without delay. The Flexible Worker's remuneration will be determined again on the basis of the new job description. The job and/or scale can be adjusted during the Assignment if the Flexible Worker reasonably makes a claim to that adjustment by relying on legislation and regulations, the CLA and/or the Equal Remuneration. If the adjustment results in higher remuneration, Olympia will adjust the Flexible Worker's remuneration and the Client Rate accordingly. This corrected rate shall be payable by the Client to Olympia from the moment of the actual performance of the position.
6. The Client will notify Olympia on time and in any event as soon as it becomes aware of changes to the Equal Remuneration and of any initial pay rises determined and/or increments.
7. If and to the extent the Client provides inaccurate or incomplete information in the context of this clause, all the consequences that ensue from this are at the Client's expense. The Client will indemnify Olympia in this respect.
8. Allowances and additional payments such as those for overtime, travel hours/ travel time, work involving physical strain in relation to the nature of the work, shift work or irregular hours, work at special times or on special days (including public holidays), shifted working hours and/or stand-by duty or on-call duty are remunerated in accordance with the CLA or – if applicable – in accordance with the Equal Remuneration and will be charged to the Client.
9. If it turns out that the Flexible Worker is unintentionally designated as a payroll employee, the extra costs incurred as a result will be charged to the Client. In that case, the Client will render all necessary assistance to enable Olympia to perform and/or terminate the payroll agreement properly.



10. With due observance of the provisions of this clause, Olympia will attend to the remuneration of the Flexible Worker and the payment of any income tax and national insurance contributions due. The Client will not pay any remuneration or provide any benefits in kind to the Flexible Worker without Olympia's consent. If the Client pays any remuneration or provides any benefits in kind to the Flexible Worker, the Client will arrange for the payment of any income tax and national insurance contributions due in respect of such remuneration or benefits in kind. The Client will compensate Olympia for any loss suffered by Olympia as a result of the fact that income tax and national insurance contributions are due on such remuneration and benefits in kind and will indemnify Olympia against any claims by the Flexible Worker or third parties, including the Tax and Customs Administration, in this respect.

#### **Clause 10 Good exercise of management and supervision / good commissioning practice**

1. The Client will treat the Flexible Worker with the same due care it is required to observe in relation to its own employees in the exercise of the supervision or management, as well as in relation to the performance of the work.
2. The Client is obliged to regularly inform Olympia, and in any event when requested by Olympia, about the Flexible Worker's performance and well-being. The Client must report to Olympia any circumstances that may affect the continuation of the Placement as soon as possible.
3. The Client is not permitted to 'second' the Flexible Worker to a third party, i.e. post the Flexible Worker to a third party to perform work for this third party under the third party's supervision or management. Secondment is also understood to include the Client's placement of a Flexible Worker to a legal entity with which the Client is affiliated in a group, as referred to in Sections 2:24a and 2:24b of the Dutch Civil Code.
4. The Client can only put the Flexible Worker to work contrary to the provisions of the Assignment and conditions if Olympia and the Flexible Worker have agreed to this in writing in advance. This consent may be subject to conditions.
5. A Netherlands-based Client may only put a Flexible Worker to work abroad under the strict management and supervision of the Client and for a definite period of time if this is permitted under the applicable law in the particular (foreign) country, has been approved in writing by Olympia, and has been consented to in writing by the Flexible Worker.

#### **Clause 11 Working conditions**

1. The Client declares it is aware of the fact that it is regarded in the Working Conditions Act as the employer.
2. The Client is responsible towards the Flexible Worker and Olympia for compliance with the obligations arising from Section 7:658 of the Dutch Civil Code, the Working Conditions Act (*Arbeidsomstandighedenwet*) and the related regulations concerning safety in the workplace, health, well-being and good working conditions in general. As a result of this, the Client will set up and maintain the rooms, machinery and tools which the Flexible Worker will use to perform work in such a way and take such measures and provide such directions for the Flexible Worker's performance of the work that are reasonably necessary to prevent the Flexible Worker from suffering injury, in the broadest sense, during the performance of the work.
3. The Client is required to provide the Flexible Worker and Olympia with written information on the required professional qualifications and specific characteristics of the job to be performed in a timely manner, in any event one working day before the start of the work. The Client will actively educate the Flexible Worker about the risk assessment and evaluation used at its company.

4. If the Flexible Worker suffers a workplace accident or occupational illness, the Client will, if required by law, notify the competent authorities about this without delay and ensure that a written report is drawn up on the matter without delay. The report will document the facts surrounding the accident in such a way that it can be concluded with a reasonable degree of certainty whether and to what extent the accident was the result of the fact that insufficient measures had been taken to prevent the accident or occupational illness. The Client will inform Olympia as quickly as possible about the workplace accident or occupational illness and provide a copy of the report that was drawn up.

## **Clause 12 Client's liability**

1. In supplement to the other provisions in these conditions, the Client is in default by operation of law if it fails to satisfy the obligations arising for it from these general terms and conditions or fails to do so on time or properly. Olympia is in that event entitled to terminate the Assignment and/or demand compensation of all ensuing damage suffered by Olympia (including all costs, as well as the costs of legal assistance), without any requirement of prior notice.
2. The Client will compensate the Flexible Worker for all damage (including costs, as well as the actual costs of legal assistance) which the Flexible Worker suffers in the context of the performance of his/her work, if and to the extent that the Client and/or Olympia is liable for that or, as the case may be, are liable for that under Section 7:658 and/or Section 7:611 of the Dutch Civil Code.
3. The Client is also required to compensate the Flexible Worker for damage suffered because his/her property used within the context of the assigned work has been damaged or destroyed.
4. If an workplace accident occurs that results in the Flexible Worker's death, the Client is required to compensate the damage (including costs, as well as the actual costs of legal assistance) in accordance with the provisions in Section 6:108 of the Dutch Civil Code.
5. The Client will obtain adequate insurance against liability under the provisions in these terms and conditions. At Olympia's request, the Client will provide valid proof of insurance (the policy).
6. The Client indemnifies Olympia against all claims by the Flexible Worker and/or third parties arising from or connected to the Assignment, including claims related to the liability of Olympia as the – direct or indirect – employer of the Flexible Worker. The Client will fully indemnify Olympia in this context (including the compensation of Olympia's costs, as well as the actual costs of legal assistance).

## **Clause 13 Client Rate**

1. The Client Rate payable by the Client to Olympia is calculated on the hours to which Olympia is entitled on the grounds of the Assignment, these terms and conditions and/or other agreement(s) and is always calculated at least on the hours actually worked by the Flexible Worker. The Client Rate is multiplied by the bonuses and increased with the expense allowances that Olympia owes the Flexible Worker, see clause 9 of these terms. VAT is charged on the Client Rate, the bonuses and the expense allowances.
2. Olympia is in any event entitled to adjust the Client Rate during the course of the Assignment if the costs of the temporary agency work increase:
  - As the result of an amendment to the CLA or of the wages provided for therein or an amendment to the CLA and/or employment conditions scheme in effect at the Client or the wages provided for therein.
  - As a result of amendments to or resulting from legislation and regulations and/or the amended interpretation thereof in case law, including amendments to or resulting from the social and tax legislation and regulations, the CLA or any binding regulation.

- As a result of a (periodic) pay rise and/or (one-off) mandatory payment arising from the CLA, the CLA and/or employment conditions scheme in effect at the Client and/or legislation and regulations.
  - As a result of a judicial decision.
  - As a result of an increase in the (expected) costs of the temporary work in connection with expenses to be incurred and/or provisions to be made by Olympia for (among other things) training, absence due to illness, inactivity and/or redundancy of Flexible Workers.
  - As a result of a change to the percentage that is reserved for the transition payment (under Section 7:673 of the Dutch Civil Code). The accrued transition payment by a flexible worker is personal and not claimable by the Client.
3. In addition, Olympia is entitled to increase its Client Rate every six months on the basis of the Statistics Netherlands (CBS) index of CLA hourly wages including special remuneration for staff in the business services sector (SBI 2008 M-N Business Services). Olympia will also be entitled to increase the costs related to the Assignment in the interim period if those costs have increased.
  4. If, contrary to paragraphs 2 and 3 of this clause, the Client does not consent to payment of the adjusted Client Rate, Olympia has the right to terminate or suspend the Placement, or the Assignment, with immediate effect, without being under an obligation to pay the Client any compensation for damages.
  5. If the Flexible Worker's position changes during the term of an Assignment, with the explicit advance written consent of Olympia, in the sense that the position corresponds to work classified at a lower level, the hourly remuneration and Client Rate will remain unchanged.
  6. Olympia will notify the Client of every adjustment of the Client Rate as soon as possible. If at any time it appears that the remuneration and/or Client Rate has been set too low, Olympia also has the right to retrospectively adjust the remuneration and the Client Rate to the correct level with retroactive effect. Olympia can also charge the Client for any resulting underpayment and costs which Olympia incurred as a consequence of this. The Client is required to pay the aforementioned amounts to Olympia without delay after receipt of the notification from Olympia.

#### **Clause 14 Special minimum payment obligation of at least three hours**

1. If the number of hours of work to be performed by the Flexible Worker and/or the latter's work times are not clearly laid down and the Client does not give the Flexible Worker the opportunity to perform the agreed work, or gives him/her the opportunity to perform the agreed work for less than three (consecutive) hours per call-out, the Client Rate for at least three hours per call-out or however many more hours have been agreed will be payable by the Client to Olympia.

#### **Clause 15 Payment obligation for full scope of employment of the Flexible Worker**

1. Olympia will invoice all hours actually worked by the Flexible Worker, at a minimum of the number of working hours laid down in the assignment confirmation or otherwise agreed. If the Flexible Worker cannot be deployed for the agreed number of working hours for a reason that ought to be for the account and risk of the Client, including but not limited to:
  - (i) Unavailability of sufficient work.
  - (ii) An adjustment to or withdrawal of the schedule.
  - (iii) The Flexible Worker being dismissed on improper grounds before the end of a shift, without consulting Olympia.

- (iv) If the Flexible Worker is sent away before the end of a shift due to a breakdown which brings the work of the Flexible Worker to a halt, Olympia will charge the Client for the full agreed number of working hours.
- 2. If the Flexible Worker is deployed on the basis of an on-call agreement and/or if – in the opinion of Olympia and/or pursuant to the law – the Flexible Worker works on the basis of a largely unpredictable work partner, and the Client fully or partially withdraws the Assignment within four days before the commencement of the work, or changes the times, the Client Rate for the hours to which the Flexible Worker would have been entitled if he had performed the work in accordance with the original Assignment will be payable by the Client.

#### **Clause 16 Client's entry into an employment relationship with Flexible Worker**

1. The Client exclusively has the right to enter into an employment relationship with a Flexible Worker posted to it by Olympia if and to the extent that the conditions stated in this clause have been satisfied.
2. In the context of this clause, a 'Flexible Worker' is also understood to include:
  - A prospective Flexible Worker who is registered with Olympia.
  - A Flexible Worker or prospective Flexible Worker who has been introduced to the Client.
3. 'Entry into an employment relationship with a Flexible Worker' is understood in the context of this clause to mean:
  - The signing of an employment contract, a contracting agreement and/or a contract for services by the Client with the Flexible Worker for the same or different work.
  - The appointment of the Flexible Worker as an official for the same or different work.
  - Allowing the respective Flexible Worker to be posted to the Client by a third party (for instance, a different temporary employment agency) for the same or different work.
  - The entry into an employment relationship with a third party for the same or different work by the Flexible Worker where the Client and that third party are affiliated in a group, or one is the subsidiary of the other.
4. The Client will not enter into any employment relationship with a Flexible Worker as long as the temporary employment contract between the Flexible Worker and Olympia has not been terminated in a legally valid manner.
5. The Client will notify Olympia in a timely manner and in writing about its intention to enter into an employment relationship with the Flexible Worker, therefore before it acts on that intention. The Client is familiar with the laws and regulations concerning successive terms of employment and accepts all resultant obligations. The Client is responsible for investigating and assessing the Flexible Worker's employment history. Olympia may provide information about such employment history at the Client's request to the extent permitted by the General Data Protection Regulation (GDPR) and related laws and regulations. However, it is unable to guarantee the accuracy and completeness of this information, partly because it is dependent on the Flexible Worker in this respect.
6. If the Client enters into an employment relationship as described in this clause with a Flexible Worker who has been posted to it on the basis of an Assignment for an indefinite period before that Flexible Worker has – on the basis of that Assignment – actually worked 1,560 hours, a fee equal to 25% of the Client Rate most recently in effect multiplied by 1,560 hours minus the hours already worked by the Flexible Worker on the basis of the Assignment shall be payable by the Client to Olympia with a minimum fee of EUR 750,- In case a Flexible Worker has worked 1.560 or more hours, a fee equal to EUR 750,- is payable by the client to Olympia in case the Client enters into an employment relationship with a Flexible Worker. The fee is increased by VAT.

7. If the Client enters into an employment relationship with a Flexible Worker who has been posted at it on the basis of an Assignment for a definite period, the Client owes a fee equal to 25% of the Client Rate most recently in effect (calculated on the agreed or usual hours and additional hours/overtime) for the remaining term of the Assignment or - in the event of an Assignment that can be terminated in the interim - for the notice period that has not been observed, on the understanding that the Client always owes at least the fee mentioned in paragraph 6. The fee is increased by VAT.
8. If the Client enters into an employment relationship with a Flexible Worker in accordance with this clause, the Assignment between the Client and Olympia ends on the day on which this employment relationship commences.
9. If the Client enters into an employment relationship with the Flexible Worker within 6 (six) months of the ending of the latter's Placement to the Client (regardless of whether this was based on an Assignment for a definite or indefinite period), the fee referred to in paragraph 6 will be payable by the Client. This applies both where the Client approached the Flexible Worker either directly or via third parties, and where the Flexible Worker applied for a job at the Client, either directly or via third parties.
10. If a Client or potential Client first came in contact with a Flexible Worker or prospective Flexible Worker through the involvement of Olympia, for example because the individual was introduced by Olympia, and this Client or potential Client enters into an employment relationship with the Flexible Worker or prospective Flexible Worker within 6 (six) months of the establishment of the contact, without the Placement having been realised, a fee of 25% of the Client Rate that would have applied for the particular Flexible Worker if the Placement had been realised, calculated over 1,560 hours, will be payable by this potential Client. This fee will also be payable by the Client if the Flexible Worker approaches and/or applies for a job at the Client directly or via third parties and as a result of this, a direct or indirect employment relationship is entered into with the particular Flexible Worker. In the event Olympia and the Client had not yet agreed on a Client Rate for the Placement of the Flexible Worker, a sum of EUR 15.000, exclusive of VAT, will be immediately due and payable by the Client to Olympia as a lump sum, without the requirement of a further demand or notice of default, and without prejudice to Olympia's right to demand full compensation.
11. The fee payable by the Client to Olympia under the provisions of this clause must be paid to Olympia without delay and as a lump sum.

## **Clause 17 Invoicing**

1. The time accounting will take place using a time recording system, an electronic and/or automated system, or by means of statements drawn up by or for the Client. The Client and Olympia may agree that the time accounting is done by means of billing forms approved in writing by the Client.
2. The Client will ensure accurate and complete time accounting and is required to monitor or ensure that the details pertaining to the Flexible Worker contained therein are reported accurately and truthfully, such as: the Flexible Worker's name, the number of hours worked, overtime hours, irregular hours and shift hours, the other hours for which the Client Rate is payable under the Assignment, these terms and conditions and/or any other agreement, any bonuses and any expenses actually incurred.
3. If the Client submits the time accounting, it will ensure that Olympia has the time accounting in its possession immediately following the week worked by the Flexible Worker. The Client is responsible for the way in which the time accounting is provided to Olympia.

4. Before the Client submits the time accounting, it will give the Flexible Worker the opportunity to check the time accounting. If and to the extent that the Flexible Worker contests the details stated in the time accounting, Olympia has the right to determine the hours and costs in accordance with the statement from the Flexible Worker, unless the Client can demonstrate that the details it reported are correct. At the request of Olympia, the Client will grant the inspection of its original time records and provide Olympia with a copy of these records.
5. If the time accounting takes place by means of billing forms to be submitted by the Flexible Worker, the Client will retain a copy of the billing form. In the event of a discrepancy between the billing form that the Flexible Worker has submitted to Olympia and the copy retained by the Client, the billing form submitted to Olympia by the Flexible Worker will serve as conclusive evidence for the settlement, notwithstanding evidence to the contrary provided by the Client.

#### **Clause 18    Payment**

1. The Client is always required to settle every invoice from Olympia within 14 (fourteen) calendar days after the invoice date. If an invoice is not paid within this time period, the Client is in default by operation of law from the first day after the payment period expires, without notice of default being required. In that case, the Client owes interest of 1% per calendar month on the outstanding amount, whereby part of a month is counted as a full month. The copy of the invoice sent to the Client by Olympia that is kept by Olympia serves as conclusive evidence of the fact that interest is owed and the date on which interest calculation begins.
2. If the Client contests the entire invoice or a part thereof, it must inform Olympia of this in writing, with a detailed description of the reasons, within fourteen calendar days after the invoice date. After this period expires, the Client's right to contest the invoice ceases to have effect. The Client bears the burden of proof that it contested the invoice on time. The Client's contesting of an invoice does not relieve it of its payment obligation.
3. The Client is never authorised to set off the invoice amount with alleged counterclaims, whether or not these are justified, or suspend payment of the invoice.
4. Only payments to Olympia or a third party designated in writing by Olympia discharge the Client of its debt. Payments made by the Client to a Flexible Worker, on any grounds whatsoever, have no binding effect with respect to Olympia and can never constitute grounds for discharge from debt or set-off.
5. Olympia is entitled to check the creditworthiness of the Client and its affiliated companies.
6. If Olympia believes that the Client's financial position and/or payment history gives cause for this, at the written request of Olympia, the Client is required to provide an advance and/or furnish adequate security by means of a bank guarantee, pledge or otherwise for its obligations towards Olympia. Security can be requested for both existing and future obligations, while an advance can only be requested for future obligations. The amount of the security and/or advance requested must be proportionate to the size of the particular obligations of the Client.
7. If the Client does not provide the advance or furnish the requested security as referred to in paragraph 6 within the time period stipulated by Olympia, the Client will be in default as a result of this, without further notice of default being required and Olympia consequently has the right to suspend performance of all of its obligations, or terminate all of the assignments of the Client. The Client will then be under the obligation to compensate the ensuing damage suffered by Olympia. All claims of Olympia will become immediately due and payable as a result of the termination.
8. All judicial and extrajudicial (collection) costs that Olympia incurs as a result of the Client's non-compliance with its obligations under this clause are entirely at the Client's expense. The compensation of extrajudicial costs is fixed at 15% of the principal owed, including VAT and interest (with a minimum of EUR 300 per claim), unless

Olympia can demonstrate it has incurred higher costs. The fixed compensation will already be owed by the Client as soon as the Client is in default and be charged without further evidence.

9. All claims for payment that Olympia has or will acquire with respect to the Client based on the Assignment are eligible for transfer and encumbrance and can be assigned or pledged to a bank or factoring company by Olympia. If and to the extent the Client's permission is required for the transfer and/or encumbrance of claims, the Client will not refuse this permission unreasonably.

#### **Clause 19 Best-efforts obligation and liability on the part of Olympia**

1. Olympia is required to endeavour to perform the Assignment properly. If and to the extent that Olympia does not comply with this obligation, Olympia is required, with due observance of the following provisions in this clause and elsewhere in the general terms and conditions, to compensate the direct damage ensuing for the Client, provided that the Client submits a written complaint about this to Olympia as soon as possible, though no later than three months after this damage has arisen or it becomes aware of the damage, in which the Client also demonstrates that the damage was directly caused by an attributable failure on the part of Olympia.
2. Olympia is not liable under any circumstances towards the Client for damage or losses suffered by the Client, by third parties or by the Flexible Worker him/herself which arise from an action or omission by the Flexible Worker.
3. Olympia is also not liable towards the Client for obligations that Flexible Workers have entered into with, or which have arisen for them in respect of, the Client or third parties, whether or not with the permission of the Client or these third parties.
4. Any liability that may arise for Olympia from the Assignment is limited to the Client Rate to be charged to the Client by Olympia for the performance of the Assignment, for the agreed number of working hours and the agreed term of the Assignment, up to a maximum of three months. The maximum amount to be paid out by Olympia will in no event exceed the amount to be paid out by its insurance.
5. Olympia's liability for indirect damage, including consequential damage, lost profit, lost savings and loss due to business interruption, is excluded in all cases.
6. Information provided by Olympia in the context of the Services – other than in an Assignment (confirmation), other agreement or invoice – such as informative presentations, reports, suggestions and tips, are intended solely for the information of the Client. No rights may be derived from this other than as provided for in these terms and conditions.

#### **Clause 20 Intellectual and industrial property**

1. Olympia will, at the Client's request, have the Flexible Worker sign a written declaration – to the extent necessary and possible – to ensure or, as the case may be, promote that all intellectual and industrial property rights pertaining to the results of the Flexible Worker's work activities are vested in or are (or will be) transferred to the Client. If a fee is payable by Olympia to the Flexible Worker in this regard or if Olympia must otherwise incur costs, a fee or costs in an amount equal to the fee owed or costs incurred by Olympia shall be payable by Client to Olympia.
2. The Client is free to directly enter into an agreement with the Flexible Worker or present him/her with a declaration to sign in relation to the intellectual and industrial property rights referred to in paragraph 1. The Client will inform Olympia about its intention to do so and it will provide Olympia with a copy of the agreement/declaration drawn up in this regard.



3. Olympia is not liable towards the Client for any fine or penalty incurred by the Flexible Worker or any damage on the part of the Client resulting from the fact that the Flexible Worker invokes any intellectual and/or industrial property right.
4. All intellectual property rights to the IT tools, texts, data and data files, formats, logos, trademarks, other visual and/or audio material and any other material, including the design, selection and arrangement thereof, to which the Client obtains access within the scope of the offer, Assignment or other agreement, with the exception of material belonging to the Client, will be held exclusively by Olympia or its licensors. This also applies to any adjustments, additions or work specifically implemented at the request and/or expense of the Client. The Client will only be granted a temporary, personal, non-exclusive and non-transferable right of use with respect to the IT tools and the aforementioned materials to the extent and for the duration required to make use of the services agreed upon between Olympia and the Client. Materials produced by Olympia specifically for the Client, such as a customer-specific report, may still be used by the Client for its own internal business purposes even after the services have ended.
5. Olympia is free to use all input, feedback, suggestions and suchlike received from the Client for the IT tools and materials referred to in paragraph 4 without any further consent or obligation to pay any compensation. If Olympia makes any additions or modifications to the IT tools or the materials, whether or not for payment, at the request or suggestion of the Client, Olympia will be entitled to make such additions and/or modifications available to other users of the IT tools or the materials. Olympia is not under an obligation to comply with any request to modify or supplement its IT tools or materials.
6. The Client will indemnify Olympia against all claims from third parties in connection with an alleged infringement of intellectual property rights or the other rights of those third parties in respect of material made available by the Client to Olympia or the Flexible Worker within the scope of the offer, Assignment or other agreement.

#### **Clause 21    Secrecy**

1. Olympia and the Client will not provide third parties with any confidential information belonging to or about the other party, its activities or business relations which comes to their attention pursuant to the Assignment, unless, and then in so far as this information needs to be provided to perform the Assignment properly or they have a statutory duty to disclose the information.
2. At the Client's request, Olympia will impose an obligation of confidentiality on the Flexible Worker in relation to everything which comes to his/her knowledge or awareness in the performance of the work, unless the Flexible Worker has a statutory duty to disclose.
3. The Client is free to directly impose an obligation of confidentiality on the Flexible Worker. The Client will inform Olympia about its intention to do so and it will provide Olympia with a copy of the declaration/agreement drawn up for this purpose.
4. Olympia cannot guarantee the Flexible Worker's compliance with any obligation of confidentiality and is not liable for any fine, penalty or any damage on the part of the Client resulting from violation of this duty of secrecy by the Flexible Worker. The Client will indemnify Olympia against any claims from third parties in respect of non-compliance or inadequate compliance by the Flexible Worker with any obligation of confidentiality.

## **Clause 22 Privacy**

1. The personal data of candidates and employees are exchanged in the context of the Assignment or other agreement. The Client and Olympia treat these data confidentially and in accordance with the GDPR and related legislation and regulations. The Client is familiar with the applicable laws and regulations regarding the processing of personal data. The Client and Olympia will enable each other to comply with the aforementioned legislation. The personal data that the Client has obtained through Olympia will only be used for the purposes for which they were obtained. Furthermore, the Client will not keep these personal data any longer than permitted on grounds of applicable legislation and regulations and will ensure adequate security of these personal data. The Client will not receive any personal data from Olympia which Olympia is not authorised to provide on grounds of applicable legislation and regulations. The Client is responsible for the further processing of the personal data Olympia provides to it.
2. Both Olympia and the Client qualify as controllers unless the parties explicitly agree that one of them is a processor on behalf of the other. In that case, the parties will agree on a processing agreement.
3. The Client is responsible for ensuring that Olympia is only provided with personal data if and to the extent the Client is entitled to provide these data and has obtained any consent required for this from the relevant persons.
4. The processing of personal data of the Client's contact persons is subject to Olympia's privacy statement. The privacy statement can be found at [www.olympia.nl](http://www.olympia.nl).
5. The Client indemnifies Olympia against any claim by candidates, employees, workers of the Client or other third parties against Olympia in connection with a breach of the provisions in this clause by the Client and will reimburse the respective costs incurred by Olympia.

## **Clause 23 Client's obligation to verify and retain**

1. The Client at which Olympia posts a Flexible Worker will verify and establish the identity of the Flexible Worker in accordance with the applicable laws and regulations, including but not limited to the Foreign Nationals (Employment) Act (Wav), the Wages and Salaries Tax Act and the Compulsory Identification Act. The Client will also comply with the administration and storage obligations incumbent upon it in this respect.
2. The Client at which Olympia posts a foreign national within the meaning of the Foreign Nationals (Employment) Act expressly declares that it is familiar with Section 15 of this law which stipulates, among other things, that when a foreign national commences work the Client must receive from the foreign national a copy of the document as referred to in Section 1 of the Compulsory Identification Act. The Client is responsible for carefully checking the aforementioned document and must confirm the foreign national's identity with reference to that document and keep a copy of the document in its records. Olympia is not responsible or liable for any fine imposed on the Client in the context of the Foreign Nationals (Employment) Act.

## **Clause 24 Treatment of Flexible Workers**

1. In order to prevent unacceptable discrimination, in particular on the basis of religion, personal beliefs, political affinity, gender, race, nationality, sexual orientation, marital status, disability, chronic illness, age or any grounds whatsoever, when providing information on the work to be assigned, the Client may not stipulate any requirements not related to the position nor may Olympia consider any such requirements.
2. The Client will indemnify Olympia against the potential consequences of any unacceptable discrimination by the Client.

3. The Client is familiar with the Anti-Discrimination Policy of Olympia. The Client endorses these and complies with the sections in this policy. If the Client doesn't comply (anymore) with the Anti-Discrimination Policy Olympia is entitled to (i) demand compensation of all ensuing damage suffered by Olympia (including all costs, as well as the costs of legal assistance), and (ii) terminate the Assignment, without any requirement of prior notice and without being under an obligation to pay the Client any compensation for damages. The termination must take place in writing.
4. The Client is familiar with the Dutch Whistleblower Protection Act and ensures that the Flexible Worker has access to the whistleblower policy in the same manner as the Client's own employees, if such a policy exists or applies to the Client. The Client is obliged to inform Olympia if a Flexible Worker has made a report that could fall within the scope of the Whistleblower Protection Act.
5. If the Client has a complaints procedure regarding the treatment of employees, they shall ensure that the Flexible Worker has access to this complaint's procedure in the same manner as the Client's own employees. This applies only to complaints that do not concern the employment relationship with Olympia. All of the above applies insofar as no legal obligations dictate otherwise.

#### **Clause 25 Employee representation**

1. The Client declares that it is familiar with its obligations under the Works Council Act (WOR). If and to the extent that Client wishes to base the fulfilment of these obligations on the data provided or to be provided by Olympia, the provision of such data will not go beyond what is required by the Works Council Act.
2. The Client is required to give a Flexible Worker who is a member of Olympia's works council or the Client's works council the opportunity to exercise these employee representation rights in accordance with the applicable legislation and regulations.
3. If the Flexible Worker exercises employee representation in the Client's company, the Client will also be charged the Client Rate for the hours in which the Flexible Worker performs duties or follows training during working hours connected to the exercise of employee representation.

#### **Clause 26 Obligations in relation to the Placement of Personnel by Intermediaries Act**

1. The Client expressly declares that it is familiar with Section 8b of the Placement of Personnel by Intermediaries Act and ensures that the Flexible Workers have the same access to the company facilities or services at its business, in particular company restaurants, childcare and transport facilities, as employees employed by its company in the same or equivalent positions, unless the difference in treatment is justified for objective reasons.
2. The Client expressly declares that it is familiar with Section 8c of the Placement of Personnel by Intermediaries Act and ensures that vacancies that arise within its company are brought to the Flexible Worker's attention clearly and on time so that the latter has the same opportunities for an employment contract for indefinite period as the company's employees.
3. The Client expressly declares that it is familiar with Section 10 of the Placement of Personnel by Intermediaries Act. Olympia is not permitted to post Flexible Workers to the Client's business (or part thereof) in which there is a strike, lock-out or sit-down strike. The Client will inform Olympia in full and in due time of any (expected) organised or non-organised collective actions by the trade unions, including in any case a strike, lockout or sit-down strike. In exercising its supervision and management of the Flexible Worker, the Client will explicitly refrain from issuing instructions to the Flexible Worker that would violate Section 10 of the Placement of Personnel by Intermediaries Act. This includes, but is not limited to, having the Flexible Worker perform work normally performed by employees currently participating in the collective action.

4. The Client expressly declares that it is familiar with Section 12a of the Placement of Personnel by Intermediaries Act and prior to the commencement of the Placement, and subsequently when necessary, will provide Olympia with timely and complete written or electronic information on the employment conditions with regard to the Placement.

**Clause 27 Disputes and applicable law**

1. Any disputes which arise from or in connection with a legal relationship between the parties to which these general terms and conditions apply will be first exclusively settled by the competent court in the district of Amsterdam.
2. These general terms and conditions and all offers, assignments and other agreements are exclusively governed by Dutch law.

**Clause 28 Invalidity/voidability of all or part of the general terms and conditions**

1. If one or more provisions of these general terms and conditions become invalid or are declared void, the Assignment and the rest of the general terms and conditions remain in force. The provisions which are not legally valid or which cannot be applied by law will be replaced with provisions which are as consistent as possible with the purport of the provisions to be replaced.

## II - Supplementary general terms and conditions for recruitment and selection

### Clause 1 Scope

1. These supplementary general terms and conditions apply to all offers, assignments and other agreements pertaining to recruitment and selection activities by and with Olympia.
2. Any purchasing conditions or other conditions of the Client do not apply and are hereby explicitly rejected.
3. Any agreements which deviate from these general terms and conditions will only apply if they have been validly agreed in writing between Olympia and the Client. These special agreements will apply exclusively to the assignment(s) or other agreement(s) to which they have been declared applicable.
4. Olympia will be entitled to unilaterally amend these General Terms and Conditions. In that case, Olympia will inform the Client of the changes in a timely fashion. There will be at least one month between this notification and the entry into force of the amended terms and conditions.

### Clause 2 Definitions

1. The terms below are defined as follows in these supplementary general terms and conditions:

**Fee:** the remuneration payable by the Client to Olympia (excluding the recruitment costs and any additional costs) in connection with performance of the Assignment.

**Candidate:** any natural person who is included in Olympia's recruitment and selection activities for the Client.

**Client:** any natural person or legal entity from which Olympia accepts an Assignment to perform recruitment and selection activities.

**Assignment:** the oral or written agreement between Olympia and the Client for the performance of recruitment and selection activities for the Client.

**Assignment confirmation:** the document to be sent by Olympia to the Client whereby the acceptance of the assignment is confirmed. The Assignment confirmation in any event contains a description of the work procedure to be followed, the Fee(s), the expenses and the manner of payment.

### Clause 3 Term and end of Assignment

1. The Assignment is entered into for a definite period of time.
2. An Assignment for a definite period of time ends by operation of law upon expiration of the date agreed on in advance. The Client will reimburse Olympia the expenses incurred at that point if the recruitment and selection activities have not yet been successfully completed.
3. Premature termination of an Assignment for a definite period by the Client is only possible if agreed on in writing. The notice period for termination is fourteen calendar days. In the event of premature termination, Olympia retains the right to charge the Client the agreed fee and expenses actually incurred. Premature termination is also understood to include the Client's changing of the job profile in the interim.
4. The Assignment ends in any event if the Client enters into an employment relationship, either for its own account and/or via or for the account of a third party, with the candidate introduced by Olympia and it has satisfied its obligations to Olympia under the terms of the Assignment.

5. Every Assignment ends by operation of law if and as soon as the Client has entered into a direct employment relationship with a candidate who was not introduced pursuant to the Assignment and who has been hired for the position(s) for which the recruitment and selection activities were performed.
6. The Assignment expires in its entirety, provided the Client has cancelled it in writing with due observance of a notice period of at least seven calendar days. The Client bears the burden of proof concerning the timely cancellation.
7. The Assignment ends immediately if Olympia terminates the Assignment because the Client is in default.

#### **Clause 4     Content and performance of Assignment**

1. The Client will provide Olympia with accurate, complete and meticulous information concerning the position, work times, number of working hours, work duties, work location, terms and conditions of employment, working conditions, the intended term of the Assignment and the desired profile and competences relating to the Assignment.
2. Olympia will endeavour to select the Candidates based on the information and wishes provided by the Client.
3. Olympia is not responsible for information and details that the Client provides in the context of the Assignment. Olympia assumes that this information and these details are correct.
4. The Client will inform Olympia about the intention to enter into an employment relationship with the Candidate and when this will occur.
5. If Olympia has introduced a Candidate to the Client and the Client enters into a direct employment relationship with that Candidate within one year of being introduced to the Candidate, the applicable Fee will still be payable by the Client to Olympia.
6. If and to the extent Olympia that suffers damage because the information and details provided as part of the Assignment do not correspond to the actual position to be performed or because the job description that was subsequently amended does not correspond to the actual position to be performed, the Client is under the obligation to fully compensate Olympia for the damage, including the costs, as well as the actual costs of legal assistance. This is without prejudice to Olympia's other rights (of action).
7. Olympia may make use of third parties in its performance of the Assignment.

#### **Clause 5     Liability**

1. Olympia does not fail in respect of the Client and is therefore not required to compensate the Client for any damage or costs if a Candidate is no longer available for the Assignment. To the extent and as long as a Candidate or replacement Candidate has not directly or indirectly entered into an employment relationship with the Client, the Client is not required to pay Olympia the agreed Fee.
2. Olympia does not fail in respect of the Client and is not required to compensate the Client for any damage or costs if the employment relationship between the Candidate and Client is terminated, dissolved or not renewed (during or after the probationary period).
3. Olympia is not liable for damage, costs or losses resulting from incorrect Candidate selection unless the Client complains in writing to Olympia within seven calendar days after the start of the employment relationship between the Candidate and the Client and demonstrates that the incorrect selection was the direct effect of intent or gross negligence on the part of Olympia. Any right or claim to compensation expires if the Client has not submitted a complaint in writing within the stipulated time period. The Client bears the burden of proof that the complaint was made on time. Olympia will never be required to pay compensation greater than the Fee involved in the Assignment.

4. Olympia explicitly and fully excludes any liability on its part for any action or omission by a Candidate who has entered into an employment relationship with the Client directly for his/her own account and/or via or for the account of a third party.

#### **Clause 6    Fee**

1. The Client owes Olympia the agreed Fee and recruitment costs as soon as it enters into an employment relationship directly for its own account and/or via or for the account of third parties with the Candidate introduced by Olympia pursuant to the Assignment.
2. The Fee amounts to the percentage stated in the Assignment confirmation of the gross annual income based on full-time employment that the Candidate will earn at the Client, supplemented with guaranteed and reasonably expected bonuses, profit sharing, entertainment expenses and other perquisites.
3. If the Client refuses or neglects to inform Olympia of the Candidate's (correct) remuneration, Olympia will estimate the remuneration and invoice the Fee based on this estimate. The Client will owe this Fee unconditionally unless the Client provides Olympia with the correct remuneration scheme within seven calendar days after invoicing. Regardless of the foregoing, in cases that arise the Fee will amount to EUR 10,000.
4. Olympia will charge the Client the recruitment costs separately; these are not part of the Fee, therefore. The height of the recruitment costs will be stated in the Assignment confirmation. Other costs, such as travel and subsistence costs of the Candidate, incurred in connection with the selection procedure will be applied in consultation with the Client and charged separately.
5. The Client does not owe the Fee if Olympia has not succeeded in selecting a suitable Candidate. The recruitment costs and the additional costs referred to in paragraph 4 are always owed, however.