

# General terms and conditions

Olympia Nederland B.V.

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**OLYMPIA**  
geeft werk betekenis

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## I general introduction

These general terms and conditions of Olympia Nederland B.V. (hereinafter: Olympia) apply to all offers, assignments and other agreements from and with Olympia as well as to every posting of a temporary agency worker by the Netherlands-based private employment agencies that use the Olympia formula.

Olympia is a member of the Federation of Private Employment Agencies (hereinafter: ABU). The general terms and conditions that Olympia uses are based on the ABU's 2020 general terms and conditions for the posting of temporary agency workers. Most of the general terms and conditions before you largely correspond word for word with the ABU's general terms and conditions, therefore. These general terms and conditions also contain a number of deviating or supplementary provisions to the ABU's general terms and conditions.

## II the temporary employment relationship

The general terms and conditions that Olympia uses have been specifically drawn up for the posting of workers because this differs essentially from the supply of goods or contracting of work, for instance.

The posting of workers establishes a temporary employment relationship among three parties: the client, the temporary agency worker and the private employment agency. A brief explanation follows to allow a proper understanding of the relationship among the three parties involved. An agency work employment contract is established between the temporary agency worker and the private employment agency. What an agency work employment contract entails is defined in Article 7:690 of the Dutch Civil Code. Briefly put, the agency work employment contract is a special employment contract between the private employment agency and the temporary agency worker whereby the private employment agency posts the temporary agency worker at a client where the temporary agency worker will perform work under the management and supervision of that client. The temporary agency worker is therefore officially employed by the private employment agency.

No (employment) contract is established between the temporary agency worker and the client. The temporary agency worker actually works at the client, who is responsible for providing the right instructions and proper guidance at the workplace. The client is responsible for managing the temporary agency worker and supervising the work. A client must treat a temporary agency worker as well as its own personnel.

A contract for services is established between the client and the private employment agency, on the basis of which a temporary agency worker is posted at the client and to which these general terms and conditions apply. In this assignment, agreements are made on matters such as the position, the temporary agency worker to be posted, the term of the assignment and the rate. These agreements are made in writing and/or confirmed in writing by the private employment agency to the client. The temporary agency worker can work on the basis of three types of agreement: an agency work employment contract with 'agency clause', an agency work employment contract for a definite period or an agency work employment contract for an indefinite period.

If the agency clause applies, the agency work employment contract ends if the client terminates the posting or if the temporary agency worker reports sick. If the temporary agency worker is working on the basis of an agency work employment contract for definite or indefinite period, the end of the posting or illness of the temporary agency worker does not automatically mean the end of the agreement between the temporary agency worker and the private employment agency.

The ABU CLA for Temporary Agency Workers lays down the legal position and employment conditions of the temporary agency worker. The longer the temporary agency worker works for the employment agency, the stronger a legal position the temporary agency worker acquires. An example of this is that after a certain amount of time, the agency clause may no longer be contained in the agency work employment contract.

## III brief explanation of main points of the general terms and conditions

The most important topics from the general terms and conditions are explained briefly below. All our offers, assignments and other agreements are subject to the general terms and conditions of Olympia, filed with the registry of the District Court of The Hague, under document no. 38/2019 which will be sent to you free of charge immediately at your request. The general terms and conditions can also be consulted at the following web address: [www.olympia.nl/algemenevoorwaarden](http://www.olympia.nl/algemenevoorwaarden).

### 1. Performance of the assignment

The private employment agency is an expert in posting temporary agency workers. The private employment agency does its utmost to perform the assignment and satisfy the wishes of the client as well as it can, for instance with regard to the requested educational level, skills and availability of the temporary agency worker. The labour market is too changeable to guarantee that it will always succeed at this, however. The private employment agency is also highly dependent on the clients, the nature of the work and the wishes of temporary agency workers.

### 2. Term of the assignment

The private employment agency will agree with the client on the term of the assignment to the extent possible. Two possibilities:

- an assignment for a fixed definite period, or a definite period: this assignment cannot be terminated unless this has been explicitly agreed on between the parties;
- an assignment for an indefinite period, a period that is not yet known: this assignment can always be terminated provided the notice period is observed, unless this has been excluded for the duration of a certain period of time.

If the client fails attributable in complying with the provisions of the general terms and conditions or the agreements laid down in the contract for services, the private employment agency can terminate the assignment. This also applies if the client is unable to pay, for instance in the event of bankruptcy. The assignment also ends if the employment relationship between the private employment agency and the temporary agency worker ends, for example if the temporary agency worker has found a different job.

### 3. Management & supervision/ liability

The client is responsible for managing and supervising the actual performance of the work by the temporary agency worker. The private employment agency has no influence on the work and the conditions in which it is performed. It is therefore the client who is responsible for the work and the safety at the workplace. The client is expected to insure, assist and treat the temporary agency worker just as well as its own employees. The Working Conditions Act designates the client as the temporary agency worker's 'employer'. The client is, by extension, responsible and liable if damage occurs and indemnifies the private employment agency in this respect. The client is therefore advised to consult its insurance policy in this regard. The private employment agency is dependent on the client for a number of statutory and other obligations that arise from the agency's official role as employer. For example, if the posting is terminated 'at the client's request', rules on work times, and the provision of a so-called Occupational health and safety document to the temporary agency worker. The private employment agency must be able to count on cooperation from the client, where this is necessary, and must be able to confront it if costs arise as a result of the client failing to cooperate, or failing to cooperate on time.

### 4. Rates

The rate that the client must pay the private employment agency includes the costs of the agency-supplied labour (wage costs, payroll tax, social security contributions, etc.) and a margin. The remuneration and other employment conditions of the temporary agency worker are based on the ABU CLA for Temporary Agency Workers. The ABU CLA for Temporary Agency Workers stipulates that a temporary agency worker is entitled to the user company remuneration from the first day of the posting at the client (unless the temporary agency worker belongs to one of the specific groups to which the ABU remuneration applies). The user company remuneration consists exclusively of the wage components which qualify as user company remuneration on grounds of the ABU CLA for Temporary Agency Workers. In order to be able to determine the correct remuneration, the private employment agency is

dependent on information from the client concerning the latter's remuneration scheme and any wage increases. The rate is also determined or adjusted on the basis of this information.

If the client does not provide the information on its remuneration scheme (or not on time), this can result in incorrect application of the user company remuneration. The client is liable for the damage that arises from incorrect application of the user company remuneration.

If the user company remuneration has been incorrectly applied, the private employment agency can retrospectively adjust the rate that the client must pay so that the rate is consistent with the adjusted user company remuneration.

## **5. Payment and invoicing**

Payment and invoicing takes place based on the time accounting. The time accounting usually takes place by means of a so-called time sheet that the temporary agency worker hands in to the private employment agency. By signing the time sheet, the client guarantees that the details reported on the time sheet are correct. The parties can also agree that the client will submit the time accounting to the private employment agency digitally or in some other way. Clear agreements must therefore be made in advance on this between the client, the private employment agency and the temporary agency worker. The temporary agency worker's wage will be paid out based on the time accounting (time sheet). The private employment agency will subsequently invoice the client. In order to keep the costs of this pre-financing under control, a payment term of fourteen days applies and the client owes interest and collection costs in the event of late payment.

The private employment agency's credit management is provided by a factoring company. With factoring, the risk that the client does not pay or pays late is transferred to a financier (the factoring company). If payment is late, therefore, the client may be contacted in writing or by telephone by the employees of the factoring company.

## **6. The client's hiring of the temporary agency worker**

The business operations of the private employment agency are principally focused on posting temporary agency workers at clients who temporarily need personnel. The private employment agency makes constant investments for this activity, in both time and money, to recruit, select and bind good temporary agency workers to it. This is only possible if temporary agency workers can subsequently actually be posted for some time in exchange for the rates applicable for this. That is also why the general terms and conditions stipulate that the client owes a fee if it hires the temporary agency worker itself within a certain period of time. As long as the temporary agency worker is still employed by the private employment agency and as long as the assignment is still running, the client may not hire the temporary agency worker itself. This is to prevent a double employment relationship arising: one with the private employment agency and one with the client. The client also still owes the private employment agency a fee in many cases even if it hires the temporary agency worker after the assignment has ended.

Because the costs of agency-supplied labour can also increase during an assignment, for instance as the result of (periodic or general) wage increases, CLA increases and/or changes in the social security contributions or taxes, the private employment agency has the right to make rate adjustments during the assignment as the result of these kinds of cost price increases.

## IV general terms and conditions for the posting of temporary agency workers

### Clause 1: scope

1. These general terms and conditions apply to all offers, assignments and other agreements from the Netherlands-based private employment agencies that use the Olympia formula of Olympia. To the extent the aforementioned (legal) relationships relate to the posting of temporary agency workers at clients. These terms and conditions also apply to all offers, assignments and other agreements from and with Olympia, or one of its subsidiaries, including - but not limited to - Olympia Uitzendbureau B.V., Olympia Flex Services B.V. and Olympia HR Services B.V.
2. Any purchasing conditions or other conditions of the client do not apply and are hereby explicitly rejected.
3. Agreements made in deviation from these general terms and conditions only apply if validly agreed on in writing between Olympia and the client.

### Clause 2: definitions

In these general terms and conditions, the terms below are defined as follows:

**Private employment agency:** the Netherlands-based Private employment agency of Olympia which posts Temporary agency workers at Clients based on an agreement, or the Netherlands-based Private employment agency that uses the Olympia formula.

**Olympia formula:** the franchise formula developed by Olympia for operating general (non-specialist) private employment agencies.

**Temporary agency worker:** any natural person who has contracted an agency work employment contract - as referred to in Article 7:690 of the Dutch Civil Code - with the Private employment agency in order to perform work for a third party under the management and supervision of that third party.

**Client:** any natural person or legal entity that has a Temporary agency worker perform work under its management and supervision in the context of an Assignment, as referred to in paragraph 5 of this clause.

**Assignment:** the agreement between a Client and the Private employment agency on grounds of which a single Temporary agency worker as referred to in paragraph 3 of this clause is posted at the Client by the Private employment agency in order to perform work under the Client's management and supervision, in exchange for payment of the Client rate.

**Posting:** putting a Temporary agency worker to work in the context of an Assignment.

**Agency clause:** the written clause in the employment contract between the Private employment agency and the Temporary agency worker and/or in the CLA stipulating that the employment contract ends by operation of law if the Private employment agency's Posting of the Temporary agency worker at the Client is being terminated at the Client's request (Article 7:691 (2) of the Dutch Civil Code).

**CLA:** the collective labour agreement for temporary agency workers concluded between the Federation of Private Employment Agencies (ABU), on the one hand, and FNV Bondgenoten, CNV Vakmensen, LBV and De Unie, on the other.

**Client rate:** the rate owed by the Client to the Private employment agency, excluding bonuses, expense allowances, and VAT. The rate is calculated per hour, unless stated otherwise.

**User company remuneration:** the remuneration that applies by law for an employee employed by the Client, working in a position that is the same or equivalent to the position performed by the Temporary agency worker. According to the 2019-2021 CLA, the User company remuneration consists of the following elements:

- Exclusively the applicable periodic pay in the scale;
- The applicable reduction in working hours (paid in time or money, as decided by the Private employment agency);
- Bonuses for overtime, shifted hours, irregular hours (including holiday bonus) and shift bonuses;
- Initial pay rises, height and moment as determined at the Client;
- Expense allowances (to the extent the Private employment agency can pay these exempt from wage tax and social security contributions);
- Incremental pay rises, height and moment as determined at the Client;

**Skilled workers scheme:** the specific provision(s) in the CLA applicable at the Client which relate(s) to the remuneration (as referred to in paragraph 10 of this clause) of skilled workers and which have been reported to and approved by the parties to the (ABU) CLA for Temporary Agency Workers and must consequently be applied with effect from the first day of the Posting of the Temporary agency worker at the particular Client.

**Week:** 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 Posting

#### 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:
  - a) *either for a fixed period;*
  - b) *or for a determinable period;*
  - c) *or for a determinable period which 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 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 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 dissolves the Assignment in writing because:
  - a) *the other party is in default;*
  - b) *the other party has been liquidated;*
  - c) *the other party has been declared bankrupt or has applied for a moratorium on payments.*

If the Private employment agency invokes dissolution on one of these grounds, this does not result in any liability on the part of the Private employment agency for damage suffered by the Client as a result. As a result of the dissolution, the Private employment agency's claims will become immediately exigible.

#### End of Posting

6. The end of the Assignment means the end of the Posting. Termination of the Assignment by the Client implies the Client's request to the Private employment agency to terminate the current Posting(s) as of the date on which the Assignment has been legally terminated, or with effect from the date the Assignment has been legally dissolved. If there is an Assignment for a definite period which is to last more than 6 months, the Client must confirm to the Private employment agency no later than 6 weeks before the Assignment ends whether the Client plans to renew the Assignment and under what conditions.
7. If the Agency clause applies between the Temporary agency worker and the Private employment agency, the Posting of the Temporary agency worker ends at the Client's request at the moment the Temporary agency worker reports that he/she is not able to perform the work because he/she is unfit for work. To the extent necessary, the Client is regarded as having made this request. The Client will confirm this request in writing to the Private employment agency if asked to do so.
8. The Posting ends by operation of law if and as soon as the Private employment agency can no longer post the Temporary agency worker because the employment contract between the Private employment agency and the Temporary agency worker has ended and this employment contract is not being continued for the same Client immediately following its termination. The Private employment agency does not, in this case, fail attributably in respect of the Client, nor is it liable for any damage that the Client suffers as a result of this.
9. 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-calendar day notice period in the CLA vis-à-vis the Temporary agency worker, Olympia will charge Client the compensation Olympia has to pay the Temporary agency worker due to this breach of the 10-calendar day notice period.

#### **Clause 4: replacement and availability**

1. The Private employment agency has the right to replace a Temporary agency 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.
2. The Private employment agency 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, the Private employment agency cannot post, or can no longer post a Temporary agency worker or replacement Temporary agency 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.
3. If the Temporary agency worker is replaced with a different Temporary agency worker, the hourly remuneration for the replacement Temporary agency worker will be determined anew 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 Temporary agency worker's work except in the case of force majeure in the sense of Article 6:75 of the Dutch Civil Code.
2. In deviation from paragraph 1 of this clause, suspension is indeed possible if:
  - this is agreed on 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 Temporary agency worker cannot be put to work; and
  - the Private employment agency can successfully rely on exclusion of the obligation to continuing paying wages to the Temporary agency worker on grounds of 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 posting but the Client temporarily has no work for the Temporary agency worker or cannot put the Temporary agency worker to work, the Client is required to pay the Client rate in full per period (Week, month, or the like) to the Private employment agency for the duration of the assignment for the usual number of hours and overtime hours or number that most recently applied pursuant to the Assignment.

#### **Clause 6: work procedure**

1. Before the start of the Assignment, the Client will provide the Private employment agency with 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. The Private employment agency determines which Temporary agency workers it will propose to the Client for 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 Temporary agency workers who are eligible for posting possess. The Client has the right to reject the proposed Temporary agency worker which will mean that the Posting of the proposed Temporary agency worker will not go ahead.
3. The Private employment agency does not fail attributably in respect of the Client and is not required to compensate any damage if the contact between the Client and the Private employment agency prior to a possible Assignment, including a concrete request from a Client for the posting of a Temporary agency worker, does not result, for any reason whatsoever, in the actual Posting of a Temporary agency worker or does not result in this within the time period desired by the Client.
4. The Private employment agency 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 the Private employment agency within a reasonable timeframe after the start of the Posting and also proves that there is a case of intent or wilful recklessness on the part of the Private employment agency in the selection of the individual.

#### **Clause 7: number of working hours and work times**

1. The Temporary agency worker's number of working hours and work times at the Client will be laid down in the assignment confirmation, or agreed otherwise. The Temporary agency worker's work times, number of working hours, and break and rest time will be the same as the relevant times and hours customary at the Client, unless otherwise agreed. The Client guarantees that the number of hours worked by the Temporary agency worker and the Temporary agency worker's work times and rest times satisfy the statutory requirements. The Client supervises that the Temporary agency worker does not exceed the work times permitted by law and the agreed number of working hours.
2. The Temporary agency worker's holiday and leave are provided for in accordance with the law and the CLA.
3. If and to the extent the Temporary agency worker requires specific training or work instruction for the performance of the Assignment, the hours that the Temporary agency worker spends on this training and/or work instruction will be charged to the Client as hours worked. Hours spent on other training not specifically needed 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 the Private employment agency and, if possible, agreed on at the start of the Assignment.

#### **Clause 8: company closures and mandatory days off**

1. The Client must inform the Private employment agency at the start of the Assignment about any company closures and mandatory collective days off during the term of the Assignment so that the Private employment agency can ensure that if possible, these constitute part of the employment contract with the Temporary agency worker. If a decision to schedule a company closure and/or mandatory collective days off is announced after the Assignment is entered into, the Client must inform the Private employment agency about this immediately after it becomes known. If the Client neglects to inform the Private employment agency or neglects to do so on time, the Client is required to pay the Client rate in full to the Private employment agency 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.

#### **Clause 9: position and remuneration**

1. Before the start of the Assignment, the Client will provide the description of the position to be performed by the Temporary agency worker and the related scale to which the position is assigned in the Client's remuneration scheme.
2. The Temporary agency worker's remuneration, including any bonuses and expense allowances, is set in accordance with the CLA (including the provisions concerning User company remuneration, see paragraphs 4 and 6 below) and the applicable legislation and regulations, based on the job description provided by the Client.
3. If it emerges at any point that the job description and related scale assignment do not correspond to the actual position performed by the Temporary agency worker, the Client will provide the Private employment agency with the correct job description and related scale without delay. The Temporary agency worker's remuneration will be set anew based on the new job description. The job and/or scale can be adjusted during the Assignment if the Temporary agency worker reasonably makes a claim to that adjustment by relying on legislation and regulation, the CLA and/or the User company remuneration. If the adjustment results in higher remuneration, the Private employment agency will adjust the Temporary agency worker's remuneration and the Client rate accordingly. The Client owes the Private employment agency this corrected rate from the moment the actual position is performed.
4. On grounds of the CLA, the Private employment agency is required to apply the User company remuneration to the Client from the first day of the Temporary agency worker's Posting, unless the latter belongs to one of the specific groups to which the ABU remuneration applies.
5. If the Private employment agency has agreed with the Client that it will apply the User company remuneration from the Temporary agency worker's first working day and/or if a Skilled workers scheme is involved, the Private employment agency will apply the User company remuneration from the Temporary agency worker's first working day and the Client will provide the Private employment agency with the information mentioned in paragraph 1 of this clause before the start of the work.
6. The Client will notify the Private employment agency on time and in any event immediately when it becomes aware of changes to the User company remuneration and of any initial pay rises adopted. This paragraph does not apply if and insofar as the

Temporary agency worker is paid in accordance with the CLA remuneration for the allocation group.

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 the Private employment agency 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 and/or other applicable terms and conditions of employment and are charged to the Client.

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

1. The Client will treat the Temporary agency 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 not permitted to 'second' the Temporary agency worker to a third party, i.e. post the Temporary agency worker at 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 posting of a Temporary agency worker at a legal entity with which the Client is affiliated in a group, as referred to in Articles 2:24a and 2:24b of the Dutch Civil Code.
3. The Client can only put the Temporary agency worker to work in deviation from the provisions of the Assignment and conditions if the Private employment agency and Temporary agency worker have agreed to this in writing in advance. This consent may be subject to conditions.
4. A Netherlands-based Client may only put a Temporary agency worker to work abroad under the strict management and supervision of the Client and for a definite period of time, if this is permitted on grounds of the applicable law in the particular (foreign) country, it has been approved in writing by the Private employment agency and it has been consented to in writing by the Temporary agency 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 Temporary agency worker and the Private employment agency for compliance with the obligations arising from Article 7:658 of the Dutch Civil Code, the Working Conditions Act and the related regulations in relation to safety at 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 Temporary agency worker will use to perform work in such a way and take the measures and provide the directions for the Temporary agency worker's performance of the work that are reasonably necessary to prevent the Temporary agency worker from suffering damage, in the broadest sense, in the performance of the work.
3. The Client is required to provide the Temporary agency worker and the Private employment agency 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 Temporary agency worker about the risk assessment and evaluation used at its company.
4. If the Temporary agency worker suffers an industrial 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 the Private employment agency as quickly as possible about the industrial accident or occupational illness and provide a copy of the report 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. The Private employment agency is in that event entitled to dissolve the Assignment and/or demand compensation of all damage suffered by the Private employment agency arising from that (including all costs, as well as those for legal assistance), without any prior notice of default being required for this.
2. The Client will compensate the Temporary agency worker for all damage (including costs, as well as the actual costs of legal assistance) which the Temporary agency worker suffers in the context of the performance of his/her work, if and to the extent the Client and/or Private employment agency is liable for that or, as the case may be, are liable for that on grounds of Article 7:658 and/or Article 7:611 of the Dutch Civil Code.
3. The Client is also required to compensate the Temporary agency worker for damage to the Temporary agency worker's property used in the context of the work assigned and which has become damaged or destroyed.
4. If an industrial accident occurs that results in the Temporary agency 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 Article 6:108 of the Dutch Civil Code.
5. The Client will insure itself adequately against liability on grounds of the provisions in this clause. At the Private employment agency's request, the Client will provide valid proof of insurance (the policy).
6. The Client indemnifies the Private employment agency against all claims from the Temporary agency worker and/or third parties arising from or in connection with the Assignment, including claims relating to the liability of the Private employment agency as the - direct or indirect - employer of the Temporary agency worker. The Client will hold the Private employment agency fully harmless in this context (which includes compensation of the Private employment agency's costs, as well as the actual costs of legal assistance).

#### Clause 13: Client rate

1. The Client rate owed by the Client to the Private employment agency is calculated on the hours to which the Private employment agency is entitled on grounds of the Assignment and/or conditions and is always calculated at least on the hours actually worked by the Temporary agency worker. The Client rate is multiplied by the bonuses and increased with the expense allowances that the Private employment agency owes the Temporary agency worker. VAT is charged on the Client rate, the bonuses and the expense allowances.
2. The Private employment agency is in any event entitled to adjust the Client rate during the term of the Assignment if the costs of the agency-supplied labour increase:
  - as the result of an amendment of the CLA or of the wages provided for therein or amendment of 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, 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 change to the percentage that is reserved for the transition allowance (under Article 7:673 of the Dutch Civil Code).
3. If, contrary to paragraphs 2 and 3 of this clause, the Client does not consent to payment of the adjusted Client rate, the Private employment agency has the right to terminate the Posting, or the Assignment, with immediate effect, without being obligated to pay the Client any damage compensation.
4. If the Temporary agency worker's position changes during the term of an Assignment, with the explicit advance written consent of the Private employment agency, in the sense that the position corresponds to work lower in classification, the hourly remuneration and Client rate remain unchanged.
5. The Private employment agency will notify the Client of every adjustment of the Client rate as soon as possible and confirm this to the Client in writing. If, due to any cause attributable to the Client, the remuneration and/or Client rate has been set too low, the Private employment agency also has the right to retrospectively adjust the remuneration and the Client rate to the correct

level after the fact. The Private employment agency can also charge the Client for any resulting underpayment and costs incurred by the Private employment agency as a result of this. The Client is required to pay the aforementioned amounts to the Private employment agency without delay after receipt of the notification from the Private employment agency.

**Clause 14: special minimum payment obligation of at least three hours**

1. If the number of hours of work to be performed by the Temporary agency worker and/or the latter's work times are not clearly laid down and the Client does not give the Temporary agency 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, the Client owes the Private employment agency the Client rate for at least three hours per call or however many more hours have been agreed.

**Clause 15: payment obligation for full scope of employment of the Temporary agency worker**

1. Olympia will invoice all hours actually worked by the Temporary agency worker, at a minimum of the number of working hours laid down in the assignment confirmation, or otherwise agreed. If the Temporary agency worker cannot be deployed for the agreed number of working hours for a reason for the account and risk of the Client, including but not limited to:
  - (i) insufficient work being available;
  - (ii) an adjustment to or withdrawal of the schedule;
  - (iii) the Temporary agency worker being dismissed on improper grounds before the end of a shift, without Consulting Olympia;
  - (iv) the dismissal of the Temporary agency worker before the end of a shift in connection with a breakdown as a result of which the work of the temporary agency worker can not be continued, Olympia will charge the Client for the agreed number of working hours.
2. If the Temporary agency worker is deployed on the basis of an on-call agreement, and the Client fully or partially withdraws the Assignment within four days before the work's commencement time, or changes the times, the Client will owe the Client rate for the hours to which the Temporary agency worker would have been entitled if he had performed the work in accordance with the original Assignment.

**Clause 16: Client's entering into of employment relationship with Temporary agency worker**

1. The Client exclusively has the right to enter into an employment relationship with a Temporary agency worker posted at it by the Private employment agency if and to the extent the conditions stated in this clause have been satisfied.
2. In the context of this clause, a 'Temporary agency worker' is also understood to include:
  - a prospective Temporary agency worker who is registered with the Private employment agency;
  - a Temporary agency worker or prospective Temporary agency worker who has been introduced to the Client.
3. 'Entering into an employment relationship with a Temporary agency 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 Temporary agency worker for the same or different work;
  - the appointment of the Temporary agency worker as an official for the same or different work;
  - allowing the particular Temporary agency worker to be posted at the Client by a third party (for instance, a different Private employment agency) for the same or different work;
  - the Temporary agency worker's entering into an employment relationship with a third party for the same or different work whereby 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 Temporary agency worker as long as the agency work employment contract between the Temporary agency worker and the Private employment agency has not been terminated in a legally valid manner.
5. The Client will notify the Private employment agency in a timely manner and in writing about any intention it has of entering into an employment relationship with the Temporary agency worker. Before it acts on that intention, therefore.
6. If the Client enters into an employment relationship as described in this clause with a Temporary agency worker who has been posted at it on the basis of an Assignment for an indefinite period before that Temporary agency worker has – on the basis of

that Assignment – actually worked 1,040 hours, the Client owes the Private employment agency a fee equal to 25% of the Client rate most recently in effect multiplied by 1,040 hours minus the hours already worked by the Temporary agency worker on the basis of the Assignment.

7. If the Client enters into an employment relationship with a Temporary agency 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.
8. If the Client enters into an employment relationship with a Temporary agency worker in accordance with the provisions above in paragraphs 1 to 5, inclusive, the Assignment between the Client and the Private employment agency ends with effect from the day on which this employment relationship commences.
9. If the Client enters into an employment relationship with the Temporary agency worker within 3 months after the latter's Posting at the Client has ended (regardless of whether this was based on an Assignment for definite or indefinite period), it owes the fee referred to in paragraph 6. This applies both in the case that the Client approached the Temporary agency worker for this - either directly or via third parties - and in the case that the Temporary agency 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 Temporary agency worker or prospective Temporary agency worker through the involvement of the Private employment agency, for example because the individual was introduced to it by the Private employment agency, and this Client or potential Client enters into an employment relationship with the Temporary agency worker or prospective Temporary agency worker within three months after the contact was established, without the Posting having been realised, this potential Client owes a fee of 25% of the Client rate that would have applied for the particular Temporary agency worker if the Posting had been realised, calculated over 1,040 hours. The Client also owes this fee if the Temporary agency 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 Temporary agency worker. In the event the Private employment agency and the Client had not yet agreed on a Client rate for the Posting of the Temporary agency worker, the Client will owe the Private employment agency a sum of €7,500, exclusive of VAT, immediately due as a lump sum, without further demand or notice of default being required, and without prejudice to the Private employment agency's right to demand full damage compensation.
11. The fee that the Client owes the Private employment agency on grounds of the provisions of this clause must be paid to the Private employment agency without delay and as a lump sum.

#### **Clause 17: invoicing**

1. Unless agreed otherwise in writing, the time accounting takes place using billing forms approved in writing by the Client.
2. The Client and Private employment agency can agree that the time accounting will take place using a time registration system, an electronic and/or automated system, or by means of statements drawn up by or for the Client.
3. The Client will ensure accurate and complete time accounting and is required to monitor or ensure that the details pertaining to the Temporary agency worker contained therein are reported accurately and truthfully, such as: the Temporary agency worker's name, the number of hours worked, overtime hours, irregular hours and shift hours, the other hours for which the Client rate is owed pursuant to the Assignment and conditions, any bonuses and any expenses actually incurred.
4. If the Client submits the time accounting, it ensures that the Private employment agency has the time accounting in its possession immediately following the Week worked by the Temporary agency worker. The Client is responsible for the way in which the time accounting is provided to the Private employment agency.
5. Before the Client submits the time accounting, it gives the Temporary agency worker the opportunity to check the time accounting. If and to the extent the Temporary agency worker contests the details stated in the time accounting, the Private employment agency has the right to set the hours and costs in accordance with the statement from the Temporary agency worker, unless the Client can demonstrate that the details it reported are correct. At the request of the Private employment agency, the Client will grant the inspection of its original time records and provide the Private employment agency with a copy of these records.

6. If the time accounting takes place by means of billing forms to be submitted by the Temporary agency worker, the Client retains a copy of the billing form. In the event of a discrepancy between the billing form that the Temporary agency worker has submitted to the Private employment agency and the copy retained by the Client, the billing form submitted to the Private employment agency by the Temporary agency worker serves 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 pay every invoice from the Private employment agency within 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 carbon copy or copy kept by the Private employment agency of the invoice sent to the Client by the Private employment agency 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 the Private employment agency of this in writing, with a specific 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. Exclusively payments to the Private employment agency or a third party designated in writing by the Private employment agency discharge the Client of its debt. Payments made by the Client to a Temporary agency worker, on any grounds whatsoever, have no binding effect with respect to the Private employment agency and can never constitute grounds for discharge from debt or set-off.
5. If the Private employment agency believes that the Client's financial position and/or payment history gives cause for this, the Client is required to, at the written request of the Private employment agency, provide an advance and/or furnish adequate security by means of a bank guarantee, pledge or otherwise for its obligations towards the Private employment agency. 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.
6. If the Client does not, as referred to in paragraph 5, provide the advance or furnish the requested security within the time period stipulated by the Private employment agency, the Client is in default as a result of this, without further notice of default being required and the Private employment agency consequently has the right to suspend performance of all of its obligations, or dissolve all of the assignments of the Client. The Client is obligated in that case to compensate the damage that the Private employment agency suffers as a result.
7. All judicial and extrajudicial (collection) costs that the Private employment agency 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 €300.00 per claim), unless the Private employment agency 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.
8. All claims for payment that the Private employment agency has or will acquire on 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 the Private employment agency. 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 the Private employment agency**

1. The Private employment agency is required to make an effort to perform the Assignment properly. If and to the extent the Private employment agency does not comply with this obligation, the Private employment agency is required, with due observance of the provisions below in this clause and elsewhere in the general terms and conditions, to compensate the direct damage arising from this for the Client, provided the Client submits a written complaint about this to the Private employment agency as soon as possible, though no later than within three months after this damage arises or becomes known, in which complaint the Client also demonstrates that the damage was the direct effect of an attributable failure on the part of the Private employment agency.
2. The Private employment agency is in no event liable towards the Client for damage or losses suffered by the Client, by third parties or by the Temporary agency worker him/herself which arise from an action or omission by the Temporary agency worker.
3. The Private employment agency is also not liable towards the Client for obligations that Temporary agency 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 the Private employment agency from the Assignment is limited to the Client rate to be charged to the Client by the Private employment agency 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 the Private employment agency will in no event exceed the amount to be paid out by its insurance.
5. The Private employment agency's liability for indirect damage, including consequential damage, lost profit, lost savings and loss due to business interruption, is excluded in all cases.

#### **Clause 20: intellectual and industrial property**

1. The Private employment agency will, at the Client's request, have the Temporary agency 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 to the results of the Temporary agency worker's work activities accrue or are (or will be) transferred to the Client. If the Private employment agency owes the Temporary agency worker compensation in connection with this or must otherwise incur costs, the Client owes the Private employment agency compensation or costs in an amount equal to the compensation owed or costs incurred by the Private employment agency.
2. The Client is free to contract an agreement directly with the Temporary agency 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 the Private employment agency about its intention to do so and provide the Private employment agency with a copy of the agreement/declaration drawn up for this.
3. The Private employment agency is not liable towards the Client for any fine or penalty incurred by the Temporary agency worker or any damage on the part of the Client resulting from the fact that the Temporary agency worker invokes any intellectual and/or industrial property right.

#### **Clause 21: secrecy**

1. The Private employment agency and the Client will not provide third parties with any confidential information from or about the other party, its activities or business relations which comes to their attention pursuant to the Assignment, unless - and in that case to the extent - provision of this information is necessary in order to perform the Assignment properly or they have a statutory duty to disclose the information.
2. The Private employment agency will, at the Client's request, require the Temporary agency worker to observe secrecy in relation to everything which comes to the latter's knowledge or awareness in the performance of the work, unless the Temporary agency worker has a statutory duty to disclose.
3. The Client is free to directly obligate the Temporary agency worker to observe secrecy. The Client will inform the Private employment agency about its intention to do so and provide the Private employment agency with a copy of the declaration/agreement drawn up for this. The Private employment agency 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 Temporary agency worker.

#### **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 general data protection regulation (abbreviated in Dutch as AVG) and related legislation and regulations. The Client will not receive any 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 data Olympia provides to it.
2. 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.
3. The Client indemnifies Olympia against any claim from 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 costs incurred by Olympia in connection with this.

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

1. The Client at which the Private employment agency posts a foreign national in the sense of the Foreign Nationals (Employment) Act declares it is explicitly familiar with section 15 of this law, which stipulates, among other things, that at the start of the work by a foreign national, 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. The Private employment agency is not responsible or liable for any fine imposed on the Client in the context of the Foreign Nationals (Employment) Act.

#### **Clause 24: preventing impermissible discrimination**

1. In order to prevent any impermissible 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 the Private employment agency consider any such requirements.
2. The Client will indemnify the Private employment agency against possible consequences of any impermissible discrimination by the client.

#### **Clause 25: employee representation**

1. The Client is required to give a Temporary agency worker who is a member of the Private employment agency's works council or of the Client's works council the opportunity to exercise these employee representation rights in accordance with legislation and regulations.
2. If the Temporary agency worker exercises employee representation in the Client's company, the Client also owes the Client rate for the hours during which the Temporary agency worker performs duties or follows training during working hours in connection with the exercise of employee representation.

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

1. The Client declares it is explicitly familiar with section 8b of the Placement of Personnel by Intermediaries Act and ensures that the Temporary agency 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 declares it is explicitly 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 Temporary agency worker's attention clearly and on time so that the latter has the same chance at an employment contract for indefinite period as the company's employees.
3. The Client declares that it is explicitly familiar with section 12a of the Placement of Personnel by Intermediaries Act and prior to the commencement of the posting, and subsequently when necessary, will provide the Private employment agency with

timely and complete written or electronic information on the employment conditions with regard to the posting.

#### **Clause 27: disputes and applicable law**

1. All disputes which arise from or in connection with a legal relationship between the parties to which these general terms and conditions apply will in first instance be settled by the competent court in the district where the Private employment agency's head office is established, to the exclusion of others.
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.

## **V supplementary general terms and conditions for recruitment and selection**

#### **Clause 1: scope**

1. These general terms and conditions apply to all offers, assignments and other agreements from the Netherlands-based private employment agencies that use the Olympia formula of Olympia. To the extent the aforementioned (legal) relationships relate to the posting of temporary agency workers at clients. These terms and conditions also apply to all offers, assignments and other agreements from and with Olympia, or one of its subsidiaries, including - but not limited to - Olympia Uitzendbureau B.V., Olympia Flex Services B.V. and Olympia HR Services B.V.
2. Any purchasing conditions or other conditions of the client do not apply and are hereby explicitly rejected.
3. Agreements made in deviation from these general terms and conditions only apply if validly agreed on in writing between Olympia and the client.

#### **Clause 2: definitions**

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

1. Candidate: any natural person who is included by Olympia in its recruitment and selection activities for the Client.
2. Client: any natural person or legal entity from which Olympia accepts an Assignment to perform recruitment and selection activities.
3. Assignment: the oral or written agreement between Olympia and the Client for the performance of recruitment and selection activities for the Client.
4. Fee: the compensation owed by the Client to Olympia (excluding the recruitment costs and any additional costs) in connection with performance of the Assignment.
5. 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 on grounds 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, employment conditions, 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 after the Candidate was introduced, the Client still owes the applicable Fee to Olympia.
6. If and to the extent Olympia 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 amended later does not correspond to the actual position to be performed, the Client is obligated to compensate Olympia fully 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 performing 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 higher 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 €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.