**ADDENDUM TO THE EMPLOYMENT CONTRACT**

# The undersigned:

 , with registered office at \_

hereinafter referred to as ‘the employer’; and

 ,

hereinafter referred to as ‘the employee’;

confirm that the below is a written confirmation of the oral agreement that has been reached when concluding the employment agreement;

# Hereby agree and acknowledge as follows:

1. If and to the extent the 30% facility, as meant in the Dutch Wage Tax Act 1964, is applied and the employee receives a maximum tax free allowance of 30% for extraterritorial costs, the employee, by signing this addendum, agrees that the wage from present employment will be reduced and/or split in case of such remuneration in kind in such a way that 100/70 of the reduced or split taxable pay from present employment equals the pay from present employment before the reduction or split. However, the reduced wage from present employment will not be set at an amount lower than the minimum wage for eligibility of the 30% facility as mentioned in the 1965 Wages and Salaries Tax Implementation Decree in any calendar year.
2. If and to the extent that article 1 is applied, the employee shall receive from the employer a reimbursement for extraterritorial expenses equal to 30/70 of the thus agreed wage from present employment. However, the reimbursement for extraterritorial expenses will not exceed the amount of the originally agreed wage from present employment minus the reduced wage from present employment under article 1.
3. The “agreed wage from present employment” as described in article 1 includes the total sum of all wage from present employment, paid or provided to the employee, as described in the Dutch Wage Tax Act 1964 and the provisions based on it.
4. If the employee is employed or assigned based on a net salary payment or tax equalisation policy, the maximum tax-free allowance of 30% is deemed to be part of the net or tax equalized remuneration as agreed upon between the employee and the employer.
5. The employee is aware of the fact that the reduction and/or split pursuant to article 1:
* may affect future employment income related social security benefits; and
* may result in a reduction of the basis for the calculation of other employment income related payments such as pension entitlements, holiday allowance, the amount of salary paid during sickness etc., unless specifically agreed upon otherwise.
1. The maximum tax free allowance of 30% for extraterritorial costs is part of the salary as defined in the Dutch Act on Minimum Wage and Holiday Allowance (*Wet minimumloon en minimumvakantiebijslag*), except for that part of such allowance that covers actually incurred business expenses.
2. The allowance will be provided as of the date mentioned on the decision issued by the Dutch tax authorities, up to and including the last month the 30% rule (or a new subsequent rule under Dutch tax legislation) will be applicable to the employee. This agreement will also come to an end as from the date the employment contract between the employer and the employee will be terminated. Furthermore the 30% facility will come to an end as from the date the salary of the employee does not meet the minimum wage for eligibility of the 30% facility in any calendar year anymore.

Thus agreed and signed on date:

Employer: Employee:

(Name authorized person) (Name employee)

Signature: Signature: