

The Member Company (TMC) N.V.

(a public limited liability company incorporated in the Netherlands with its statutory seat in Eindhoven, the Netherlands)

**Allotment of 502,933 ordinary shares
with a nominal value of EUR 0.08 per Share**

Offer Price: EUR 12.75

This is a supplemental prospectus (the "**Supplemental Prospectus**") to supplement the prospectus dated 13 November 2006 (the "**Prospectus**"; the Supplemental Prospectus together with the Prospectus, the "**Supplemented Prospectus**"). This Supplemental Prospectus is supplemental to, forms part of and should be read in conjunction with the Prospectus and, where indicated, supersedes and amends the Prospectus. If no amendments to the Prospectus are indicated herein, the relevant information in the Prospectus continues to be in accordance with the facts and does not omit anything likely to affect the import of such information. In cases of any inconsistencies between this Supplemental Prospectus and the Prospectus, this Supplemental Prospectus shall prevail. Terms defined in the Prospectus shall have the same meaning in this Supplemental Prospectus, unless explicitly specified otherwise.

This Supplemental Prospectus has been approved by the Netherlands Authority for the Financial Markets (*Stichting Autoriteit Financiële Markten*, the "**AFM**"), which is the Dutch competent authority for the purpose of Directive 2003/71/EC (the "**Prospectus Directive**") and relevant implementing measures in the Netherlands, as a supplemental prospectus issued in compliance with the Prospectus Directive, Commission Regulation EC No. 809/2004 (the "**Prospectus Regulation**") and relevant implementing measures in the Netherlands for the purpose of giving new additional information with regard to the Offering.

On 24 November 2006, TMC announced that it has allotted 502,933 new ordinary shares, with a nominal value of EUR 0.08 per ordinary share (the "**Offer Shares**") at an Offer Price of EUR 12.75. The Selling Shareholders (as defined in the Prospectus) will not sell any Existing Shares (as defined in the Prospectus). The Selling Shareholders (as defined in the Prospectus), being Thijs Manders Beheer B.V., Mobion Holding B.V., Bridge Career Holding B.V. and Cumano B.V., are collectively referred to herein as the "**Principal Shareholders**" and each individually a "**Principal Shareholder**".

In connection with the above:

- the Company expects to raise EUR 6,41 million of gross proceeds from the Offering which amount will depend on the number of withdrawals of subscriptions by investors as set out below. The expected net proceeds the Company will receive from the Offering are EUR 5,01 million, after deduction of estimated underwriting commissions, fees and expenses incurred in connection with the Offering. These net proceeds are based on the current number of Offer Shares and the Offer Price;
- the Principal Shareholders will hold 84.77% of the Shares after the Offering, which is more than anticipated in the Prospectus. Consequently, the percentage of Shares to be held by investors other than the Principal Shareholders will be decreased. The percentage of Shares to be held by the Principal Shareholders under the lock-up arrangements described under "Plan of Distribution – *Lock-up arrangements*", as amended according to this Supplemental Prospectus, and "Plan of Distribution – *Lock-up and preliminary meeting agreement*", as amended according to this Supplemental Prospectus, has not changed. All Shares held by the Principal Shareholders will be subject to a lock-up of 180 days pursuant to the Underwriting Agreement and 51% of the Shares held by the Principal Shareholders will be subject to the lock-up arrangements agreed to by the Principal Shareholders under the lock-up and preliminary meeting agreement described under "Plan of Distribution – *Lock-up and preliminary meeting agreement*", as amended according to this Supplemental Prospectus; and
- the payment of EUR 1,111,340 to the former spouse of Mr. M.H.H.P. Manders will not be paid by Thijs Manders Beheer B.V. from its part of the proceeds of the Offering, but by Mr. M.H.H.P. Manders in yearly instalments.

As the above materially deviates from the expected size and structure of the Offering, this Supplemental Prospectus has been made available. Pursuant to Clause 1s of the Decree on the Supervision of the Securities Trade 1995 (*Besluit toezicht effectenverkeer 1995*), each investor that has concluded an agreement on the purchase or the acquisition of Offer Shares or has made an offer aimed at the conclusion of an agreement on the purchase or acquisition of Offer Shares, shall have the right to rescind (*ontbinden*) such agreement or to withdraw (*herroepen*) such offer, within two working days after publication of this Supplemental Prospectus. Consequently, investors that have subscribed for Offer Shares are entitled to withdraw their subscription until and including 28 November 2006, 16:30 hours (CET). The actual number of Offer Shares offered in the Offering will be deposited with the AFM and published in a press release on or about 29 November 2006.

The obligation of the Lead Manager to purchase at the Offer Price any Offer Shares that have been allotted but for which no payment has taken place at the Settlement Date by the investors to whom the relevant Offer Shares have been allotted, does not apply to Offer Shares for which subscriptions have been withdrawn pursuant to Clause 1s of the Decree on the Supervision of the Securities Trade 1995 (*Besluit toezicht effectenverkeer 1995*) ("**Withdrawn Subscriptions**"). Consequently, if confirmation of such withdrawal reaches the Lead Manager in such a timely manner that the amount of Offer Shares represented by such Withdrawn Subscriptions can be deducted in advance from the aggregate amount of Offer Shares to be issued to the Lead Manager in its capacity as admitted institution of Euroclear Netherlands on the date before Settlement Date, which issue is expected to take place by 17:00 hours (CET), the amount of Offer Shares to be issued to the Lead Manager will be reduced accordingly. If the Lead Manager is informed of valid Withdrawn Subscriptions after the Offer Shares have been issued to the Lead Manager in its capacity as admitted institution of Euroclear Netherlands then, subject to the restrictions imposed by Dutch law, the Lead Manager shall have the right to sell to the Company, any amount of Offer Shares represented by Withdrawn Subscriptions. Furthermore, withdrawals of subscriptions by investors may impact the decision of the Lead Manager whether, and if so, to what extent and for what period, to enter into stabilisation transactions. The Lead Manager has indicated that it will not exercise the Over-allotment Option.

For further amendments to the Prospectus, we refer to the amendments set out under "General amendments throughout the Prospectus" and under "Specific amendments in the Prospectus".

Lead Manager and Sponsor

RABOBANK NEDERLAND

The date of this Supplemental Prospectus is 24 November 2006.

IMPORTANT INFORMATION

The Company accepts responsibility for the information contained in the Supplemented Prospectus. To the best of the knowledge and belief of the Company (having taken all reasonable care to ensure that such is the case), the information contained in the Supplemented Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

Neither the Lead Manager, nor the Sponsor makes any representation or warranty, express or implied, as to the accuracy or completeness of information set forth in the Supplemented Prospectus. Accordingly, neither the Lead Manager, nor the Sponsor assumes any responsibility for the accuracy or completeness of the information set forth in the Supplemented Prospectus.

No person is authorised to give any information or to make any representations in connection with the Offering other than those contained in the the Supplemented Prospectus, and, if given or made, such information or representations must not be relied upon as having been authorised by the Company, the Principal Shareholders, the Lead Manager or the Sponsor.

No prospective investor should consider any information in the Supplemented Prospectus to be investment, legal or tax advice. Each prospective investor should consult its own counsel, accountant and other advisors for such advice. Neither the Company nor the Lead Manager nor the Sponsor makes any representation to any offeree or purchaser of the Shares regarding the legality of an investment in the Shares by such offeree or purchaser under appropriate investment or similar laws. The Lead Manager and the Sponsor are acting solely for the Company and no-one else in connection with the Offering and are not responsible to any other person for providing the protections afforded to their respective clients or for providing advice in relation to the Offering.

Neither the delivery of the Supplemented Prospectus, nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Company since the date hereof or that the information contained herein is correct at any time subsequent to its date.

No action has been taken by the Company, the Lead Manager or the Sponsor that would permit, other than under the Offering, an offer of Shares or possession or distribution of the Supplemented Prospectus or any other offering material in any jurisdiction where action for that purpose is required.

The distribution of the Supplemented Prospectus and the offering, sale and delivery of the Shares may, in certain jurisdictions, be restricted by law and therefore persons into whose possession the Supplemented Prospectus comes should inform themselves about and observe any such restrictions. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdictions. Neither the Company nor the Lead Manager accepts any (legal) responsibility for any violation by any person, whether or not a potential subscriber or purchaser of Shares of any such restrictions.

AMENDMENTS TO THE PROSPECTUS DATED 13 NOVEMBER 2006

The Prospectus is amended as follows:

1. General amendments throughout the Prospectus:

Amendment A:

The definition of "Selling Shareholders" is replaced by "Principal Shareholders". Consequently, all references throughout the Prospectus to "Selling Shareholders" or "Selling Shareholder" are changed to "Principal Shareholders" and "Principal Shareholder", respectively, (i) except for references to "Principal and Selling Shareholders", which are to be read as "Principal Shareholders" and (ii) subject to any specific amendments set out below.

Amendment B:

All references to "New Shares" are changed to "Offer Shares", subject to any specific amendments set out below.

2. Specific amendments in the Prospectus:

Amendment C:

Cover page - Opening words:

**"Offering of up to 1,568,628 ordinary shares with a nominal value of EUR 0.08 per Share
Offer Price: in the range between EUR 12.75 per Share and EUR 14 per Share"**

Is amended as follows:

**"Offering of 502,933 ordinary shares with a nominal value of EUR 0.08 per Share
Offer Price: EUR 12.75 per Share"**

Amendment D:

Cover page – First paragraph:

"This prospectus (the "**Prospectus**") relates to the initial offering (the "**Offering**") of up to 784,314 new ordinary shares, with a nominal value of EUR 0.08 per ordinary share (the "**New Shares**") by The Member Company (TMC) N.V. (the "**Company**", "**TMC**" or "**the Issuer**"), a public company with limited liability incorporated in the Netherlands and up to 784,314 existing ordinary shares with a nominal value of EUR 0.08 per ordinary share in the Company (the "**Existing Shares**", and together with the New Shares, the "**Offer Shares**") by Thijs Manders Beheer B.V., Mobion Holding B.V., Bridge Career Holding B.V. and Cumano B.V. (collectively the "**Selling Shareholders**" and each individually a "**Selling Shareholder**").

Is amended as follows:

"This prospectus (the "**Prospectus**") relates to the initial offering (the "**Offering**") of 502,933 new ordinary shares, with a nominal value of EUR 0.08 per ordinary share (the "**Offer Shares**") by The Member Company (TMC) N.V. (the "**Company**", "**TMC**", or the "**Issuer**"), a public company with limited liability incorporated in the Netherlands. The principal shareholders of the Company, being Thijs Manders Beheer B.V., Mobion Holding B.V., Bridge Career Holding B.V. and Cumano B.V., are collectively referred to as the "**Principal Shareholders**" and each individually a "**Principal Shareholder**".

Amendment E:

Cover page - Fourth paragraph:

"At the date of this Prospectus, the offer price per Offer Share (the "**Offer Price**") is expected to be between EUR 12.75 and EUR 14."

Is amended as follows:

"The offer price per Offer Share (the "**Offer Price**") is EUR 12.75."

Amendment F:

Cover page – new paragraph following the fifth paragraph:

The following paragraph will be inserted as a new sixth paragraph on the cover page:

"The obligation of the Lead Manager to purchase at the Offer Price any Offer Shares that have been allotted but for which no payment has taken place at the Settlement Date by the investors to whom the relevant Offer Shares have been allotted, does not apply to Offer Shares for which subscriptions have been withdrawn pursuant to Clause 1s of the Decree on the Supervision of the Securities Trade 1995 (*Besluit toezicht effectenverkeer 1995*) ("**Withdrawn Subscriptions**"). Consequently, if confirmation of such withdrawal reaches the Lead Manager in such a timely manner that the amount of Offer Shares represented by such Withdrawn Subscriptions can be deducted in advance from the aggregate amount of Offer Shares to be issued to the Lead Manager in its capacity as admitted institution of Euroclear Netherlands on the date before Settlement Date, which issue is expected to take place by 17:00 hours (CET), the amount of Offer Shares to be issued to the Lead Manager will be reduced accordingly. If the Lead Manager is informed of valid Withdrawn Subscriptions after the Offer Shares have been issued to the Lead Manager in its capacity as admitted institution of Euroclear Netherlands then, subject to the restrictions imposed by Dutch law, the Lead Manager shall have the right to sell to the Company, any amount of Offer Shares represented by Withdrawn Subscriptions. Furthermore, withdrawals of subscriptions by investors may impact the decision of the Lead Manager whether, and if so, to what extent and for what period, to enter into stabilisation transactions. The Lead Manager has indicated that it will not exercise the Over-allotment Option."

Amendment G:

Page 6 – Definition of "The Offering"

"The Offering comprises the offer of up to 784,314 New Shares by the Company and up to 784,314 Existing Shares by the Selling Shareholders consisting of (i) a public offer in the Netherlands (including to certain institutional investors) and (ii) an offer to certain institutional investors outside the Netherlands."

Is amended as follows:

"The Offering comprises the offer of 502,933 Offer Shares by the Company consisting of (i) a public offer in the Netherlands (including to certain institutional investors) and (ii) an offer to certain institutional investors outside the Netherlands."

Amendment H:

Page 6 – Definition of "Shares outstanding after the Offering"

"Immediately after the closing of the Offering (assuming no increase or decrease of the number of Offer Shares and no exercise of the Over-allotment Option), the Company will have 3,584,314 Shares outstanding immediately after the closing of the Offering (assuming no increase or decrease of the number of Offer Shares and full exercise of the Over-allotment Option), the Company will have 3,819,608 Shares outstanding."

Is amended as follows:

"Immediately after the closing of the Offering, the Company will have 3,302,933 Shares outstanding."

Amendment I:

Page 6 – Definition of "Over-allotment Option"

The following paragraph will be inserted as a new second paragraph under the definition of "Over-allotment Option":

"The obligation of the Lead Manager to purchase at the Offer Price any Offer Shares that have been allotted but for which no payment has taken place at the Settlement Date by the investors to whom the relevant Offer Shares have been allotted, does not apply to Offer Shares for which subscriptions have been withdrawn pursuant to Clause 1s of the Decree on the Supervision of the Securities Trade 1995 (*Besluit toezicht effectenverkeer 1995*) ("**Withdrawn Subscriptions**"). Consequently, if confirmation of such withdrawal reaches the Lead Manager in such a timely manner that the amount of Offer Shares represented by such Withdrawn Subscriptions can be deducted in advance from the aggregate amount of Offer Shares to be issued to the Lead Manager in its capacity as admitted institution of Euroclear Netherlands on the date before Settlement Date, which issue is expected to take place by 17:00 hours (CET), the amount of Offer Shares to be issued to the Lead Manager will be reduced accordingly. If the Lead Manager is informed of valid Withdrawn Subscriptions after the Offer Shares have been issued to the Lead Manager in its capacity as admitted institution of Euroclear Netherlands then, subject to the

restrictions imposed by Dutch law, the Lead Manager shall have the right to sell to the Company, any amount of Offer Shares represented by Withdrawn Subscriptions. Furthermore, withdrawals of subscriptions by investors may impact the decision of the Lead Manager whether, and if so, to what extent and for what period, to enter into stabilisation transactions. The Lead Manager has indicated that it will not exercise the Over-allotment Option."

Amendment J:

Page 6 – Definition of "Offer Price"

"At the date of this Prospectus, the Offer Price is expected to be between EUR 12.75 and EUR 14 per Offer Share. The final Offer Price per Offer Share will be determined by the Company, the Selling Shareholders and the Lead Manager after termination of the Subscription Period, expected to be on or about 23 November 2006 based on interest from investors and to be announced in a press release."

Is amended as follows:

"The Offer Price is EUR 12.75 per Offer Share. The final Offer Price per Offer Share has been determined by the Company and the Lead Manager after termination of the Subscription Period on 23 November 2006 based on interest from investors and has been announced in a press release."

Amendment K:

Page 7 – Definition of "Use of Proceeds"

The sentence "the Company will not receive any proceeds from the sale of the Existing Shares by the Selling Shareholders in the Offering, all of which will be paid to the Selling Shareholders (subject to deduction of commission and expenses)" will be deleted.

Amendment L:

Page 14 – Risk factor "There may not be an active market for the Shares, which may cause the Shares to trade at a discount to the Offer Price and make it difficult to sell the Shares purchased by an investor"

"The Offer Price and the number of Shares offered in the Offering will be determined by negotiations between the Company, the Selling Shareholders and the Lead Manager, based on interest from investors."

Is amended as follows:

"The Offer Price and the number of Shares offered in the Offering have been determined by negotiations between the Company and the Lead Manager, based on interest from investors."

Amendment M:

Page 14 – First sentence risk factor "Immediately following the Offering, the Selling Shareholders will own a substantial majority of the Shares, and thus be able to exercise substantial influence over the Company"

"Immediately after the Offering, the Selling Shareholders will own approximately 56.24% of the Shares, assuming no increase or decrease of the initial number of Offer Shares and no exercise of the Over-allotment Option."

Is amended as follows:

"Immediately after the Offering, the Principal Shareholders will own approximately 84.77% of the Shares."

Amendment N:

Page 15 – Third paragraph

"The Selling Shareholders are subject to certain contractual restrictions undertaken by them towards the Company for a period of 2 years following Settlement Date to collectively retain a minimum interest in the Company."

Is amended as follows:

"The Principal Shareholders are subject to certain contractual restrictions undertaken by them towards the Company for a period of 2 years following Admission Date to collectively retain a minimum interest in the Company."

Amendment O:

Page 15 – Risk factor "The market of the Shares could be negatively affected by sales of substantial amounts of the Shares in the public markets"

"The Selling Shareholders are subject to certain contractual restrictions undertaken by them towards the Company for a period of 180 days and 2 years following Settlement Date to collectively retain a minimum interest in the Company."

Is amended as follows:

"The Principal Shareholders are subject to certain contractual restrictions undertaken by them towards the Company for a period of 180 days and 2 years following Admission Date to collectively retain a minimum interest in the Company."

Amendment P:

Page 17 – Sixth paragraph

"The Lead Manager and the Sponsor are acting solely for the Company and the Selling Shareholders and no-one else in connection with the Offering and are not responsible to any other person for providing the protections afforded to their respective clients or for providing advice in relation to the Offering."

Is amended as follows:

"The Lead Manager and the Sponsor are acting solely for the Company and no-one else in connection with the Offering and are not responsible to any other person for providing the protections afforded to their respective clients or for providing advice in relation to the Offering."

Amendment Q:

Page 19 – new paragraph following the second paragraph:

The following paragraph will be inserted as a new third paragraph on page 19:

"The obligation of the Lead Manager to purchase at the Offer Price any Offer Shares that have been allotted but for which no payment has taken place at the Settlement Date by the investors to whom the relevant Offer Shares have been allotted, does not apply to Offer Shares for which subscriptions have been withdrawn pursuant to Clause 1s of the Decree on the Supervision of the Securities Trade 1995 (*Besluit toezicht effectenverkeer 1995*) ("**Withdrawn Subscriptions**"). Consequently, if confirmation of such withdrawal reaches the Lead Manager in such a timely manner that the amount of Offer Shares represented by such Withdrawn Subscriptions can be deducted in advance from the aggregate amount of Offer Shares to be issued to the Lead Manager in its capacity as admitted institution of Euroclear Netherlands on the date before Settlement Date, which issue is expected to take place by 17:00 hours (CET), the amount of Offer Shares to be issued to the Lead Manager will be reduced accordingly. If the Lead Manager is informed of valid Withdrawn Subscriptions after the Offer Shares have been issued to the Lead Manager in its capacity as admitted institution of Euroclear Netherlands then, subject to the restrictions imposed by Dutch law, the Lead Manager shall have the right to sell to the Company, any amount of Offer Shares represented by Withdrawn Subscriptions. Furthermore, withdrawals of subscriptions by investors may impact the decision of the Lead Manager whether, and if so, to what extent and for what period, to enter into stabilisation transactions. The Lead Manager has indicated that it will not exercise the Over-allotment Option."

Amendment R:

Page 22 – Second paragraph

"The Company expects to raise approximately EUR 10 million of gross proceeds from the issue of New Shares in the Offering, assuming no decrease or increase of the initial number of New Shares and no exercise of the Over-allotment Option. The net proceeds the Company will receive from the issue of New Shares in the Offering are estimated to be approximately EUR 9.08 million, after deducting the estimated underwriting commissions, fees and expenses incurred in connection with the Offering. These net proceeds are based on the Offer Price at the mid-point of the offer price range."

Is amended as follows:

"The Company expects to raise EUR 6,41 million of gross proceeds from the Offering which amount will depend on the number of withdrawals of subscriptions by investors pursuant to Clause 1s of the Decree on the Supervision of the Securities Trade 1995 (*Besluit toezicht effectenverkeer 1995*). The expected net proceeds the Company will receive from the Offering are EUR 5,01 million, after deduction of estimated underwriting commissions, fees and expenses incurred in connection with the Offering. These net proceeds are based on the current number of Offer Shares and the Offer Price."

Amendment S:*Page 22 – Last paragraph*

The sentence "the Company will not receive any of the proceeds of the Offering represented by the Existing Shares all of which will be paid to the Selling Shareholders (after deduction of commissions, fees and expenses)" will be deleted.

Amendment T:*Page 24 – Capitalisation table*

"CAPITALISATION (EUR in thousands)	Actual (as of 30 September 2006)	Unaudited (Pro forma)
Equity attributable to shareholders.....	1,926	11,009
Minority interests.....	0	0
Total equity	1,926	11,009
Bank overdraft.....	14	14
Interest bearing loans and borrowings	874	874
Trade and other payables	1,814	1,814
Short-term loans and borrowings	2,702	2,702
Long-term loans and borrowings	0	0
Financial debt	2,702	2,702
Total capitalisation	4,628	13,711
Cash and cash equivalents	205	9,288"

Is amended as follows:

"CAPITALISATION (EUR in thousands)	Actual (as of 30 September 2006)	Unaudited (Pro forma)
Equity attributable to shareholders.....	1,926	6,938
Minority interests.....	0	0
Total equity	1,926	6,938
Bank overdraft.....	14	14
Interest bearing loans and borrowings	874	874
Trade and other payables	1,814	1,814
Short-term loans and borrowings	2,702	2,702
Long-term loans and borrowings	0	0
Financial debt	2,702	2,702
Total capitalisation	4,628	9,640
Cash and cash equivalents	205	5,217"

Amendment U:*Page 70 – Principal and Selling Shareholders table*

"Shareholder	Shares owned prior to the Offering	Total number of Offer Shares to be sold in the Offering	Shares owned after the Offering
Thijs Manders Beheer B.V.	840,000	155,014	684,986
Mobion Holding B.V.	840,000	420,000	420,000
Bridge Career Holding B.V.	560,000	104,650	455,350

Cumano B.V.	560,000	104,650	455,350
Free float	n/a	784,314	1,568,628
Total	2,800,000	1,568,628	3,584,314"

Is amended as follows:

"Shareholder	Shares owned prior to the Offering	Total number of Offer Shares to be sold in the Offering	Shares owned after the Offering
Thijs Manders Beheer B.V.	840,000	n/a	840,000
Mobion Holding B.V.	840,000	n/a	840,000
Bridge Career Holding B.V.	560,000	n/a	560,000
Cumano B.V.	560,000	n/a	560,000
Free float	n/a	502,933	502,933
Total	2,800,000	502,933	3,302,933"

Amendment V:

Page 70 – Second last paragraph

"See "Plan of Distribution – *Lock-up arrangements*" and "Plan of Distribution – *Lock-up and preliminary meeting agreement*" for a description of the arrangements with respect to the sale of Existing Shares by the Selling Shareholders in the Offering, lock-up arrangements and arrangements regarding the General Meeting of Shareholders agreed to by the Selling Shareholders."

Is amended as follows:

"See "Plan of Distribution – *Lock-up arrangements*" and "Plan of Distribution – *Lock-up and preliminary meeting agreement*" for a description of the arrangements with respect to the lock-up arrangements and arrangements regarding the General Meeting of Shareholders agreed to by the Principal Shareholders."

Amendment W:

Page 71 – Second last bullet point

"The remainder of EUR 1,111,340 will be paid by Thijs Manders Beheer B.V. on behalf of Mr. M.H.H.P. Manders from its part of the proceeds of the Offering to his former spouse on Settlement Date."

Is amended as follows:

"The remainder of EUR 1,111,340 will be paid by Mr. M.H.H.P. Manders in yearly instalments."

Amendment X:

Page 84 – First sentence of first paragraph

"The Offering comprises an offering of up to 784,314 New Shares offered by the Company and up to 784,314 Existing Shares by the Selling Shareholders."

Is amended as follows:

"The Offering comprises an offering of 502,933 Offer Shares offered by the Company."

Amendment Y:

Page 84 – First paragraph

The sentence "the Company will receive the net proceeds form the sale of the New Shares but will not receive any proceeds from the sale of Existing Shares, all of which will be paid to the Selling Shareholders" will be deleted.

Amendment Z:

Page 84 – Third paragraph

The word "Existing" is replaced by the word "existing".

Amendment AA:

Page 84 – Last paragraph

"Immediately after the closing of the Offering (assuming no increase or decrease of the number of Offer Shares and no exercise of the Over-allotment Option), the Company will have 3,584,314 Shares outstanding immediately after the closing of the Offering (assuming no increase or decrease of the number of Offer Shares and full exercise of the Over-allotment Option), the Company will have 3,819,608 Shares outstanding."

Is amended as follows:

"Immediately after the closing of the Offering, the Company will have 3,302,933 Shares outstanding."

Amendment BB:

Page 85 – Last paragraph/ page 86 – first paragraph

"We expect to announce the Offer Price and the numbers of Offer Shares allocated to investors under the Offering in a press release on or about 24 November 2006. Concurrently with such announcement we will publish a pricing statement which will state the Offer Price and the aggregate number of New Shares to be issued by the Company and Existing Shares to be sold by the Selling Shareholders."

Is amended as follows:

"The Offer Price and the numbers of Offer Shares allocated to investors under the Offering have been announced in a press release on 24 November 2006. Concurrently with such announcement we have published a pricing statement which will state the Offer Price and the aggregate number of Offer Shares to be issued by the Company."

Amendment CC:

Page 87 – First paragraph

"The Offering includes an offering of up to 1,568,628 Shares being offered and sold by means of (i) a public offer in the Netherlands (including to certain institutional investors) and (ii) an offer to certain institutional investors outside the Netherlands. As part of the Offering, there is a preferential allotment to employees of TMC of up to 5% of the Offer Shares being offered."

Is amended as follows:

"The Offering includes an offering of 502,933 Shares being offered and sold by means of (i) a public offer in the Netherlands (including to certain institutional investors) and (ii) an offer to certain institutional investors outside the Netherlands. As part of the Offering, there is a preferential allotment to employees of TMC of up to 5% of the Offer Shares being offered."

Amendment DD:

Page 87 – Fifth paragraph

"As will be more fully set out in the Underwriting Agreement, TMC and the Selling Shareholders will indemnify the Lead Manager against certain liabilities in connection with the Offering, including liabilities under applicable securities laws. TMC and the Selling Shareholders will provide the Lead Manager with customary representations and warranties."

Is amended as follows:

"As will be more fully set out in the Underwriting Agreement, TMC will indemnify the Lead Manager against certain liabilities in connection with the Offering, including liabilities under applicable securities laws. TMC will provide the Lead Manager with customary representations and warranties."

Amendment EE:

Page 87 – Lock-up agreements

"Each of the Selling Shareholders and the Company have agreed with the Lead Manager that, without the prior written consent of the Lead Manager, that for a period of 180 days following the date of the Underwriting Agreement except as expressly required by the Underwriting Agreement or save with the prior written consent of the Lead Manager, it will not, directly or indirectly, issue, agree to issue, offer, lend, pledge, transfer, sell, contract to sell or issue, sell any option or contract to purchase, purchase any option or contract to sell or issue, grant (whether by way of warrant, convertible or exchangeable security or otherwise) any option to subscribe for or purchase any Shares."

Is amended as follows:

"Each of the Principal Shareholders and the Company have agreed with the Lead Manager that, without the prior written consent of the Lead Manager, that for a period of 180 days following the Admission Date except as expressly required by the Underwriting Agreement or save with the prior written consent of the Lead Manager, it will not, directly or indirectly, issue, agree to issue, offer, lend, pledge, transfer, sell, contract to sell or issue, sell any option or contract to purchase, purchase any option or contract to sell or issue, grant (whether by way of warrant, convertible or exchangeable security or otherwise) any option to subscribe for or purchase any Shares."

Amendment FF:

Page 87/88 – Lock-up and preliminary meeting agreement

"In this agreement, the parties have agreed that each of the Selling Shareholders will participate in the sale of Existing Shares in the Offering in the following percentages, assuming no increase or decrease in the initial number of Offer Shares: Thijs Manders Beheer B.V. – 19.76%; Mobion Holding B.V. – 53.55%; Bridge Career Holding B.V. – 13.34%; Cumano B.V. – 13.34%. In deviation of the foregoing, the parties have agreed that, regardless of the amount of the Offer Price, Thijs Manders Beheer B.V.'s part of the proceeds of the Offering should at least amount to EUR 1,111,340, in connection with the fulfilment on Settlement Date of a payment obligation in the same amount to Mr. M.H.H.P. Manders' former spouse set out under "Related Party Transactions – Reorganisation", as a result of which Thijs Manders Beheer B.V.'s participation in the sale of Existing Shares may become higher than 19.76% and the participations of the other Selling Shareholders may decrease accordingly on a pro rata basis."

Is amended as follows:

"In this agreement, the parties have agreed that none of the Principal Shareholders will participate in the sale of Shares in the Offering."

Amendment GG:

Page 88 – Lock-up and preliminary meeting agreement

"Based on the Selling Shareholders' interests in the issued share capital of the Company after the Offering, assuming no increase or decrease in the initial number of Offer Shares and no exercise of the Over-allotment Option, the respective numbers of Shares covered by the Lock-up and referred to in the foregoing paragraph will be calculated as follows:

Selling Shareholder	Number of Shares covered by Lock-up
Thijs Manders Beheer B.V.	$(33.98\% \times 51\%) \times (\text{total number of issued Shares after the Offering})$
Mobion Holding B.V.	$(20.84\% \times 51\%) \times (\text{total number of issued Shares after the Offering})$
Bridge Career Holding B.V.	$(22.59\% \times 51\%) \times (\text{total number of issued Shares after the Offering})$
Cumano B.V.	$(22.59\% \times 51\%) \times (\text{total number of issued Shares after the Offering})$

The parties have agreed that, if Thijs Manders Beheer B.V.'s participation in the sale of Existing Shares will become higher than 19.76% as set out above, the number of its Shares covered by the Lock-up will decrease and the number of Shares held by the other Selling Shareholders covered by the Lockup will increase accordingly."

Is amended as follows:

Based on the Principal Shareholders' interests in the issued share capital of the Company after the Offering, the respective numbers of Shares covered by the Lock-up and referred to in the foregoing paragraph will be calculated as follows:

Selling Shareholder	Number of Shares covered by Lock-up
Thijs Manders Beheer B.V.	(30% x 51%) x (total number of issued Shares after the Offering)
Mobion Holding B.V.	(30% x 51%) x (total number of issued Shares after the Offering)
Bridge Career Holding B.V.	(20% x 51%) x (total number of issued Shares after the Offering)
Cumano B.V.	(20% x 51%) x (total number of issued Shares after the Offering)"

Amendment HH:

Page 89 – Stabilisation and Over-allotment

The following paragraph will be inserted as a new third paragraph on page 89:

"The obligation of the Lead Manager to purchase at the Offer Price any Offer Shares that have been allotted but for which no payment has taken place at the Settlement Date by the investors to whom the relevant Offer Shares have been allotted, does not apply to Offer Shares for which subscriptions have been withdrawn pursuant to Clause 1s of the Decree on the Supervision of the Securities Trade 1995 (*Besluit toezicht effectenverkeer 1995*) ("**Withdrawn Subscriptions**"). Consequently, if confirmation of such withdrawal reaches the Lead Manager in such a timely manner that the amount of Offer Shares represented by such Withdrawn Subscriptions can be deducted in advance from the aggregate amount of Offer Shares to be issued to the Lead Manager in its capacity as admitted institution of Euroclear Netherlands on the date before Settlement Date, which issue is expected to take place by 17:00 hours (CET), the amount of Offer Shares to be issued to the Lead Manager will be reduced accordingly. If the Lead Manager is informed of valid Withdrawn Subscriptions after the Offer Shares have been issued to the Lead Manager in its capacity as admitted institution of Euroclear Netherlands then, subject to the restrictions imposed by Dutch law, the Lead Manager shall have the right to sell to the Company, any amount of Offer Shares represented by Withdrawn Subscriptions. Furthermore, withdrawals of subscriptions by investors may impact the decision of the Lead Manager whether, and if so, to what extent and for what period, to enter into stabilisation transactions. The Lead Manager has indicated that it will not exercise the Over-allotment Option."