

GENERAL TERMS AND CONDITIONS

Section 1: Definitions

In Tentoo's General Terms and Conditions, the following is understood to mean:

- 1.1 Tentoo:**
The foundation and private limited companies with limited liability established in Amsterdam:
- Tentoo Directors Cast & Crew B.V. (DC & C);
- Tentoo Interim B.V.;
- Tentoo Collective Freelance & Flex B.V. (CF & F);
- Tentoo Support B.V.
- Tentoo Partners B.V.
- Tentoo Administratie Stichting;
Subsidiary companies of the parent company Tentoo Holding B.V. which, by virtue of a commission contract, carry out or shall carry out work/services for the benefit of a purchasing party and contractor, as well as Tentoo Holding B.V.
- 1.2 Contractor:**
Any natural and legal person who, on the basis of a commission contract, temporary employment contract or flexi-work contract, carries out or shall carry out services and/or work for the benefit of a purchasing party.
- 1.3 Purchasing party:**
Any natural and legal person for whom Tentoo by, virtue of the commission contract, carries out or shall carry out work and/or services.
- 1.4 Artist, freelancer and self-employed person:**
Any natural and legal person who, on the basis of a commission contract, carries out or shall carry out services and/or work for the benefit of a purchasing party.
- 1.5 Temporary worker, flexi-worker:**
Any natural person who, on the basis of a temporary employment contract or flexi-work contract with Tentoo, carries out or shall carry out work for the benefit of a purchasing party.
- 1.6 Commission contract:**
The agreement between the purchasing party and the self-employed person in which the financial and any other agreements between the self-employed person and the purchasing party with regard to the assignment are established.
- 1.7 Assignment contract:**
Tentoo's completed and specified work summary (the so-called job sheet), signed by both the purchasing party and contractor.
- 1.8 Temporary employment contract, flexi-work contract:**
The employment agreement, in which one party, as temporary worker, is provided to a third party by the other party, as employer, within the context of carrying out the work or servicing the company in order to carry out work under the supervision and direction of the third party by virtue of an assignment provided to the employer by this party.
- 1.9 Job sheet:**
The assignment contract, as defined in section 1.7 of these General Terms and Conditions.
- 1.10 Assignment sheet:**
The commission contract (for the self-employed person).
- 1.11 Service contract:**
The agreement between the self-employed person and Tentoo Support B.V.
- 1.12 The third party:**
A purchasing party, as defined in section 1.3 of these General Terms and Conditions.

Section 2: Applicability General Terms and Conditions

- 2.1 These General Terms and Conditions apply to all of Tentoo's offers, tenders, order confirmations, assignment contracts and other contracts and agreements with purchasing parties and contractors.
- 2.2 These General Terms and Conditions shall only apply to legal relationships entered into with Tentoo Interim B.V. if these General Terms and Conditions are not in conflict with the collective labour agreement of the Dutch Association of temporary work agencies (ABU-CAO). In the event of any inconsistencies between these General Terms and Conditions and the ABU-CAO, the provisions stated in the ABU-CAO shall prevail.
- 2.3 These General Terms and Conditions shall only apply to legal relationships entered into with Tentoo Collective Freelance & Flex B.V. if these General Terms and Conditions are not in conflict with the collective labour agreement of Tentoo Collective Freelance & Flex BV. In the event of any inconsistencies between these General Terms and Conditions and the terms and conditions of the collective labour agreement, the provisions stated in Tentoo Collective Freelance & Flex BV's collective labour agreement shall prevail.
- 2.4 Any deviations from these General Terms and Conditions shall only be applicable if explicitly agreed upon and confirmed in writing by Tentoo.
- 2.5 If one or more of the provisions stated in these General Terms and Conditions are or are declared null and void, the remaining provisions in these General Terms and Conditions shall remain fully applicable. In such an event, Tentoo and the purchasing party and/or contractor shall enter into consultation to agree upon new provisions as replacements of the provisions that are or are declared null and void, providing that the aim and intent of the original provisions are observed, as far as possible.
- 2.6 Unless both parties have agreed otherwise in writing, the provisions stated in these General Terms and Conditions shall also fully apply to any future tenders, supplemental assignments and/or order confirmations that build on or result from any earlier agreement to which these General Terms and Conditions have been declared applicable.

Section 3: Tenders/acceptance/suspension/realization

- 3.1 Tentoo's tenders are only intended as an invitation to enter into negotiation, unless stated otherwise in the tender.
- 3.2 Tentoo retains the right, at all times, to refuse any agreement, job sheet or assignment sheet it is offered. Tentoo shall only act as contracting party after explicit acceptance of an agreement or by carrying out that which is stated in the agreement (job sheet/assignment sheet).
- 3.3 Without prejudice to the provisions stated in the previous paragraph, Tentoo shall retain the right, in relation to both purchasing party and contractor, to suspend or refuse any (further) realization of an agreement or job sheet/assignment sheet if it has accepted if the job sheet/assignment sheet concerns work carried out more than three months before Tentoo received the relevant job sheet/order sheet, if the invoiced amount stated on the job sheet/assignment sheet exceeds the sum of € 4,500, if the total of the sum invoiced by Tentoo and as yet unpaid by the client exceeds the sum of € 4,500, if the purchasing party is domiciled abroad and/or if the purchasing party is a defaulter or has been a defaulter in the (recent) past. In the aforementioned circumstances, without prejudice to the provisions stated in section 7, Tentoo shall be entitled to let work activities executed be dependent upon payment, by the purchasing party, of an advance to be determined by Tentoo. The aforementioned shall also apply if it is found that the contractor has incorrectly completed the purchasing party's details on the job sheet or if it is found that the person who has signed the job sheet is not authorized to enter into agreements on behalf of purchasing party or was insufficiently authorized to do so.
- 3.4 The contractor has the first right to the work delivered by Tentoo if and as far as the purchasing party has fully fulfilled its obligations towards Tentoo.

Section 4: Payments

- 4.1 The purchasing party shall, at all times, be obliged to pay any invoices sent by Tentoo, within fourteen days of the invoice date, unless explicitly agreed otherwise, in writing, by both the purchasing party and Tentoo.
- 4.2 Only payments to Tentoo or a (legal) person that, in writing, has been explicitly authorized by Tentoo for the collection of payments shall be valid. Payments to the contractor or a third party or the payment of advances to the contractor or third parties and any kind of payments to other parties are not permitted or shall, at any rate, not effect Tentoo and shall therefore be non-binding and shall never form any basis for redemption or set-off. Redemption, set-off or suspension of the payment obligation of the purchasing party shall never be permitted.
- 4.3 Any payments made to Tentoo shall primarily serve as settlement of the owed interest and/or collection costs if interest and/or collection costs are due. The sum that remains after deduction of this interest and these costs shall thereupon be set against the indebted main sum. If more than one invoice is unpaid, the payment after deduction of interest and costs shall be set against the youngest or most recent invoice.
- 4.4 The copy of the invoice sent by Tentoo shall be accepted as the full evidence.
- 4.5 Claims regarding the invoice shall be submitted to Tentoo in writing within fourteen days of the invoice date. Once this period has elapsed it shall be assumed that the purchasing party has agreed with the specifications stated in the invoice. Any objections against the

- level of the invoices shall not suspend the payment obligation.
- 4.6 If the purchasing party is in default with regard to payment obligations and/or has provided insufficient security as defined in section 7, Tentoo shall be entitled to, without prejudice to the provisions stated in section 3.4, suspend its own work and/or to work to be delivered by the contractor. This suspension shall leave unimpeded any agreed obligations of the purchasing party, even if the contractor does not deliver any work at all. The contractor shall, in the event of the aforementioned circumstances, be bound to accept the suspension without any (compensation) obligation arising from this for Tentoo.

Section 5: Credit surcharge/contractual interest/collection costs/collection measures

- 5.1 If an invoice issued by Tentoo is not paid within fourteen days of the invoice date, the invoice amount shall be increased retroactively by a credit surcharge of two percent of the main sum solely as a result of the expiry of the term. The purchasing party shall, at all times be obliged to pay the outstanding invoice amount plus the surcharge within 28 days of the invoice date.
- 5.2 If the purchasing party fails to fulfil his payment obligation within the aforementioned term of 28 days, the purchasing party shall be legally in default of payment. Twenty eight (28) days after the invoice date the purchasing party shall owe Tentoo two percent in interest per month or part of a month on the outstanding main sum (invoice amount) plus credit surcharge.
- 5.3 Any collection costs, including the full costs of legal aid, both judicial and extra-judicial, no matter who provides this aid, shall be owed by the purchasing party to Tentoo as of the day of default, as defined in the aforementioned paragraph, and shall be fully at the expense of the purchasing party. The minimum costs for the collection activities carried out by Tentoo shall be € 55 (exclusive of VAT) per hour or part of an hour. The minimum extra-judicial costs of third parties hired by Tentoo shall amount to the actual and reasonable costs charged to Tentoo. Reasonable extra-judicial costs are the costs that have been agreed upon in accordance with the Dutch Law Society's consultancy-collection rate, to wit fifteen percent on the first € 2,950 with a minimum of € 100; ten percent on the surplus up to € 5,900; eight percent on the surplus up to € 14,748; five percent on the surplus up to € 58,990 and three percent on the surplus over € 58,990. The judicial costs are calculated on the basis of an hourly rate of € 200, exclusive of VAT.
- 5.4 The purchasing party shall explicitly agree with the fact that Tentoo shall take any means necessary to be able to carry out the collection, including, in all cases, an investigation into recovery possibilities carried out by a third party and the request for extracts from the municipal personal records database regarding the purchasing party or its directors. These costs shall be charged to the purchasing party in addition to the abovementioned costs.
- 5.5 If necessary, the recovery by Tentoo shall be also carried out on behalf of the contractor. As far as necessary, the contractor's claim against the purchasing party shall be assigned to Tentoo as a result of their signing the job sheet/assignment sheet. Both the contractor and purchasing party shall agree to this by signing the job sheet/assignment sheet on the basis of which Tentoo shall carry out payment. Tentoo shall, in case of assignment, notify the client of the assignment on behalf of the contractor.

Section 6: Collection authorization

- 6.1 Upon Tentoo's first request, the purchasing party shall agree to setting up a direct debit allowing Tentoo to withdraw indebted sums, such as those incurred on the basis of the agreement entered into with the purchasing party, from the post office account or bank account of the purchasing party. The purchasing party shall be obliged to keep a sufficient credit balance in the relevant account so that the amounts owed can be withdrawn from the account by means of direct debit. If direct debit is impossible due to insufficient credit in the account of the purchasing party or for any reason whatsoever, then sections 4 and 5 shall be equally applicable and the invoice date shall be taken as the day on which the credit entry into Tentoo's account did not take place due to insufficient credit in the account of the purchasing party or for any reason whatsoever.
- 6.2 By authorizing a direct debit, the purchasing party shall be obliged to refrain from reversing payment, making a counter-entry or instigating any other method of undoing the collection made by Tentoo. If a purchasing party, contrary to the aforementioned, proceeds to reversing payment, making a counter-entry or cancelling the direct debit to Tentoo, the purchasing party shall subsequently be in default and shall be obliged to reimburse any loss consequently incurred by Tentoo. This compensation shall amount to at least D 250 a day without prejudice to the right to claim full compensation if the loss amounts to more than the stated minimum.

Section 7: Providing security

- 7.1 Without prejudice to the provisions stated in section 6, the purchasing party, at the first request of Tentoo, shall, as guarantee for the correct observance of its obligations arising from the agreement, provide security to Tentoo, in the form of a bank guarantee, covering the full payment obligation arising from the agreement of the purchasing party or the payment obligation that could reasonably be expected, calculated over a period of 3 months with a minimum amount of D 3,000.
- 7.2 The bank guarantee to be provided by the purchasing party shall concern a so-called guarantee on demand, in accordance with the model that is provided to the purchasing party and which must be granted by the Cooperative Rabobank Amstel and Vecht without reserve liability, holding offices in Amstelveen, or by a bank or credit institution explicitly agreed upon by Tentoo.
- 7.3 The bank guarantee or other requested security shall be provided by the purchasing party within ten working days of the purchasing party receiving written request for this from Tentoo, or within a term to be agreed upon by purchasing party and Tentoo. If a term longer than ten working days has been agreed upon, the purchasing party shall provide evidence for this by means of documentation.
- 7.4 The costs of security shall be at the expense of the purchasing party.
- 7.5 If the security or bank guarantee is drawn on, the purchasing party, at the first request of Tentoo, shall provide new security or a bank guarantee, if Tentoo has not been fully recompensed even after the security has been drawn on. The provisions stated in sections 7.1 up to and including 7.4 shall apply to this new security.
- 7.6 If the purchasing party does not observe the obligations stated in this section, he shall subsequently be in default and shall be obliged to reimburse any loss that has consequently been incurred by Tentoo. This compensation shall amount to at least € 250 a day, without prejudice to the right to claim full compensation if the loss amounts to more than the mentioned minimum.
- 7.7 Without prejudice to the provisions stated in the aforementioned paragraph, if a purchasing party does not meet the obligations described in this section, section 4.6 shall be equally applicable.

Section 8: Delivery terms contractor

- 8.1 Any applicable terms and conditions used by the purchasing party and/or contractor shall not apply to any agreements entered into with Tentoo, due to the specific nature of the services of Tentoo, unless explicitly agreed otherwise in writing. In the event of indistinctness and/or irregularities between the terms and conditions used by the respective party and the General Terms and Conditions of Tentoo, the General Terms and Conditions used by Tentoo shall prevail.

Section 9: Interim alteration

- 9.1 If an alteration of a general, social and/or economic nature occurs in the Netherlands, which makes it reasonably unacceptable for parties to be bound by the provisions regarding payment, then the involved parties shall enter into consultation regarding the alterations to be made, for the duration of agreements to which these General Terms and Conditions apply.

Section 10: Explanation of the terms and conditions and legal choice

- 10.1 The competent court of jurisdiction in Amsterdam shall settle any disputes that may arise between parties by virtue of agreements to which these General Terms and Conditions apply. At the request of one of the parties, the competent court of jurisdiction in Amsterdam shall provide a decisive answer in the event of a difference in opinion regarding the General Terms and Conditions of Tentoo.
- 10.2 All agreements between the purchasing party and Tentoo shall be subject to Dutch law.

Section 11: Recruitment and selection

- 11.1 Tentoo shall explicitly refrain from the recruitment and selection of both the contractor and purchasing party. Tentoo shall be permitted to advise without any judicial or financial

- consequences.
- 11.2 Tentoo can, of its own free will, choose a purchasing party and contractor who wish to enter into an agreement.
- 11.3 The purchasing party shall, at his own responsibility, carry out recruitment and selection of the contractor.
- 11.4 The purchasing party shall, at his own responsibility and risk, carry out the recruitment and selection of the client.
- 11.5 Both the contractor and purchasing party are expected to be familiar with the contents of the assignment or work and the qualities of the performance delivered by the contractor respectively and shall declare themselves in agreement with this by realizing the assignment or work, in which Tentoo cannot be held liable for the quality of the performance delivered by the contractor. Nor shall Tentoo be liable for any loss incurred by the client if the quality of the performance for any reason whatsoever and in any way proves to be insufficient or inadequate.

Section 12: Safety and indemnification

- 12.1 The purchasing party shall be obliged to Tentoo and the contractor involved to take measures and provide directions in such a way that the contractor employed is instructed about, protected from and insured against any danger for body, virtue and property as far as can be reasonably claimed in connection with the nature of the work, yet in any case meets the provisions (per analogiam) stated in section 7:658 of the Dutch Civil Code to which purchasing party shall take over the obligations and shall indemnify Tentoo against any claims from section 7: 658 of the Dutch Civil Code. If the obligations have not been met, then the purchasing party shall be obliged to reimburse Tentoo with regard to the loss, in the broadest sense of the word, incurred by Tentoo and/or the contractor as a result of this.
- 12.2 If the contractor is involved in an industrial accident or suffers an occupational illness, then the purchasing party shall ensure that a report of this accident or illness is drawn up immediately by the competent institutions, including explicitly the labour inspectorate, in which the facts of the accident or illness are recorded in such a way that it can be determined from this report whether and to what extent the accident or illness is the result of insufficient measures taken to prevent such a industrial accident or occupational illness.
- 12.3 The purchasing party shall at all times indemnify Tentoo against any claims as defined in this section.
- 12.4 The contractor shall now and for henceforth assign to Tentoo any claims on the purchasing party and/or third parties which the contractor may receive on the basis of loss of income on any grounds whatsoever, which can be ascribed to the purchasing party and/or third parties, or shall commit himself to proceed to such assignment if the claim has been found capable of assignment and if Tentoo lays claim on assignment.

Section 13: Liability for damage

- 13.1 Without prejudice to the provisions stated in section 11.3, Tentoo shall not in any way be responsible or liable for any damage or loss which the contractor may have caused the purchasing party or third parties, for any services and/or work carried out in or outside the work climate of the described function of the contractor or within the framework of the work agreed upon contractually, unless explicitly determined otherwise by the law. In any case, the loss for which Tentoo can be held liable is a maximum of € 1,250,000 (in words: one million two hundred and fifty thousand euro) per occurrence, that being the maximum amount for which Tentoo has insured its liability.
- 13.2 Tentoo shall not be liable for any form of agreement between the contractor and/or purchasing party and/or any third parties without the written approval of Tentoo.

SECTIONS THAT ARE NOT APPLICABLE TO AGREEMENTS CONCLUDED WITH TENTOO SUPPORT B.V. (sections 14 up to and including 24)

Section 14: Invoicing fundamentals

- 14.1 Tentoo's invoices are drawn up on the basis of the completed assignment contract (job sheet), digitally submitted assignment contract (mytentoo job sheet) or separately specified (possibly digital) contract, signed by both the purchasing party and the contractor and shall be binding for both the purchasing party and the contractor.
- 14.2 Tentoo shall calculate the average pay on the basis of the job sheet. The average pay, among other things, shall include a risk percentage estimated by Tentoo on the basis of its professional experience and knowledge and the customs in the sector, including the risk of continued payment of wages as well as any deductions for obligatory funds and the like.
- 14.3 Any legal or contractual payment obligations to the contractor, resulting from the agreement, shall be at the expense of the purchasing party and shall be charged to the purchasing party and shall be increased by compensation of Tentoo's fee as described in section 15, paragraph 2 and VAT.
- 14.4 The purchasing party shall see to it that the assignment contract or separately specified agreement has been completely and correctly filled in with regard to the agreed salary, the payment of expenses and the hour justification and shall ensure that any non-relevant columns or specifications have been crossed out and that they are subsequently submitted to Tentoo in time or as soon as possible.
- 14.5 If, in any unforeseen circumstances, the assignment contract or separately specified agreement is found to be incorrect or incomplete, then the purchasing party shall see to it that it is corrected. If the assignment contract or separately specified agreement has already been processed by Tentoo, then Tentoo shall not be bound to restitution, reclamation or otherwise unless it should have been immediately clear to Tentoo that the assignment contract or separately specified agreement could not have been correct.
- 14.6 In the event of any differences between the documentation submitted to Tentoo concerning the provisions stated in section 14 in paragraph 2 and 3 and the statement kept by the purchasing party, the document submitted to Tentoo for the benefit of payment and drawing up the invoice shall be used as full evidence, barring counter-evidence provided by the purchasing party, proving that the stated difference cannot be ascribed to it.
- 14.7 If the purchasing party does not fulfil the obligation stated in section 11, paragraph 4, and therefore does not assist with the evidence that is binding for the three parties, to wit Tentoo, the contractor and the purchasing party, then a staff member of Tentoo shall be allowed to, on the basis of the information collected by him or her, determine the salary, expenses and worked hours binding between all parties. The purchasing party and contractor shall be permitted to submit an action for annulment at the competent court of jurisdiction in Amsterdam, after Tentoo has declared the salary, expenses and worked hours binding, if Tentoo in all reasonableness could not reasonably have determined this, at which time the purchasing party in any case shall also involve the contractor and vice versa.

Section 15: Fee and fee change as a result of changed agreements

- 15.1 The contractor's salary and/or payment and realization of the services/work valid for the duration of the assignment shall be determined independently by the contractor by means of independent consultation between the contractor and the purchasing party. The purchasing party shall, in accordance with the salary, be invoiced by Tentoo on the basis of that which is submitted by the contractor and on the basis of the assignment contract, commission contract or separately specified agreement submitted by the contractor and filled in by the contractor and purchasing party, which shall be binding for both purchasing party and contractor.
- 15.2 For its services Tentoo shall calculate a commission of 6% on the total average salary plus payment of expenses, surcharges, etc., exclusive of VAT, to be paid by Tentoo. If not indicated otherwise by the purchasing party and contractor on the order confirmation, the fee calculated by Tentoo shall exceed the total sum(s) to be paid and agreed upon by the purchasing party and contractor.
- 15.3 Tentoo shall, at all times, be entitled to change its commission as defined in section 15.2. Tentoo shall notify the purchasing party in writing of its intention to change the fee. Tentoo shall state in this notification the extent of the changed fee and the date on which the change shall take effect. If the purchasing party does not accept the fee change indicated by Tentoo, then the purchasing party shall be entitled to terminate in writing the agreement within seven working days of the intended notification or to cancel the assignment before the date stated in the notification of Tentoo on which the change in commission shall take effect.
- 15.4 If the contractor/temporary worker agrees upon a different salary with the purchasing party in the meantime, then Tentoo shall process this salary in its administration and payments. If the change has not been made known to Tentoo in time and a correctional entry is required, then Tentoo shall charge an amount of D 12,50 for this.

Section 16: Increase as a result of legislation

- 16.1 If during the duration of the assignment or agreement, the payment of the contractor is increased as a result of measures by the government, any competent body, on the basis of any legal regulation or the (fictitious) employer's share in premiums or other social se-

curity expenses in accordance with social security laws, fiscal legislation and/or a change in the collective labour agreement, then the fee as from the time of the increase shall be increased by the full amount of this and in proportion with that and shall be owed by the purchasing party accordingly.

Section 17: Prohibition of transfer of rights and obligations

- 17.1 The purchasing party shall not be entitled to transfer to a third party any rights and obligations arising from the agreements with Tentoo without the written approval of Tentoo.
- 17.2 The contractor shall carry out the agreed work personally. The contractor shall not be permitted to call in a replacement without the approval of the purchasing party.
- 17.3 If the contractor is replaced with the approval of the purchasing party, then the contractor shall be bound to agree with the replacement involved that, with regard to that replacement, the agreement originally entered into with the purchasing party and with the original contractor shall be applicable.

Section 18: Duration and termination of the assignment

- 18.1 The duration of the assignment on the basis of which the contractor carries out his services and/or work, shall be independently determined by the contractor in consultation with the purchasing party. The duration shall be specified in the assignment contract or a separately specified agreement.
- 18.2 The assignment shall be terminated automatically once the agreed duration of the assignment has elapsed or in consultation with the purchasing party and contractor provided that Tentoo is involved in the concerned consultation, in accordance with the valid contractual and/or legal term of notice, as far as applicable.
- 18.3 If the purchasing party deviates from the agreed assignment duration without informing Tentoo of this, then the purchasing party shall, at all times, be fully liable for any damage incurred by the contractor and/or Tentoo, and/or the purchasing party shall indemnify Tentoo against any payment obligations that have arisen for Tentoo as a result of this. Tentoo shall not be liable for any damage incurred by the purchasing party or contractor.
- 18.4 Tentoo shall indemnify the purchasing party against any payment obligations which may arise for Tentoo towards the contractor, tax authorities, industrial insurance board or whoever, by virtue of the assignment, realization of the assignment - any interim termination included - as well as by virtue of the observance of legal, public or contractual regulations and so forth.
- 18.5 In the event of a dispute between both parties, as stated in section 18, paragraph 1 and/or 2, Tentoo shall act as a mediator in the event of property damage incurred by the contractor/temporary worker at which time the judgement of Tentoo with regard to the compensation shall be binding. Tentoo shall never be liable if the agreed duration is deviated from. At the request of either party, the competent court of jurisdiction in Amsterdam exclusively can adjust the level of the compensation.
- 18.6 In the event of a dispute between both parties, as stated in section 18, paragraph 1 and/or 2, no party shall be permitted to submit a claim with regard to compensation for any emotional damage suffered.

Section 19: Holidays

- 19.1 The contractor shall determine the time and duration of the holiday, as far as the contractor is entitled to holidays, on the basis of any agreements made, yet shall preferably not plan any holidays for the duration of the commission contract with the purchasing party, unless agreed upon in consultation with the purchasing party. Tentoo shall only act as advisor in this matter and can therefore not be held liable by the contractor or purchasing party.

Section 20: Working hours and salary

- 20.1 The contractor shall independently, and in independent consultation with the purchasing party, determine the contents and payment of the assignment and the working hours for the work to be carried out. These working hours shall be accounted for in the assignment contract or in a separately specified agreement.
- 20.2 The contractor shall independently, and in independent consultation with the purchasing party, determine the salary and any payment of expenses for the work to be carried out by the contractor, including overtime, compensation and compensation for shift work, work on Sundays and public holidays, exclusive of VAT, unless explicitly stated otherwise. The fee shall be inclusive of holiday allowance, holidays, short absence and public holidays as far as the contractor and purchasing party in this regard have not agreed otherwise in writing, and shall also be inclusive of the employer's contribution. The level of the salary and the payment of expenses shall be stated in the assignment contract or in a separately specified agreement.
- 20.3 That which has been agreed between contractor and purchasing party in sections 20.1 and 20.2 shall be regarded as fact by Tentoo. Tentoo shall accept no responsibility in this matter for that which has been agreed upon in this regard between the purchasing party and contractor, nor shall Tentoo be held liable for that which is stated in section 20, paragraphs 1 and 2.

Section 21: Obligations of the purchasing party with regard to personnel administration

- 21.1 With the first assignment contract or myTentoo job sheet, the purchasing party shall provide Tentoo with a legible copy of a valid identity card of the contractor and, if applicable, of the employment permit.
- 21.2 In the first assignment contract or on the digital job sheet the purchasing party shall declare that the identity of the contractor has been verified and by whom, in order to avoid mistaken identity. The assignment contract or separate declaration shall also be signed by the contractor.
- 21.3 The purchasing party shall allow and agree to the fact that Tentoo and Tentoo's certification institution shall randomly inspect the identity checking procedure (on location) at the purchasing party.

SECTIONS THAT ONLY APPLY TO AGREEMENTS CONCLUDED WITH TENTOO DC&C B.V.

Section 22: Obligation of best intents regarding social employee's insurances

- 22.1 Tentoo shall determine, on the basis of the data provided by the contractor through the registration form and declaration stating that he wants to be registered in accordance with the so-called Dutch Oddities Statute, whether or not the salary administration of the contractor can be carried out on the basis of the Dutch Oddities Statute.
- 22.2 If Tentoo reaches the conclusion that the situation as stated in section 22.1 arises, then Tentoo shall register the contractor with the social security institutions and shall deduct taxes and premiums from the salary agreed upon with the purchasing party. Tentoo shall only be subject to the obligation of best intents. Tentoo shall therefore not be held liable if the benefits agency (subsequently) decides that the contractor was or could not be insured by virtue of the Dutch Oddities Statute. In that case, the contractor can only reclaim the withheld premiums, transferred by Tentoo, from UWV (Employee Insurance Schemes Implementing Body) and shall not give any cause to oblige Tentoo to proceed to partial/full restitution/cancellation or the like in this matter.

Section 23: Illness

- 23.1 In the event of illness or disability of the contractor, Tentoo shall only supplement the benefits to be received by the contractor with regard to the illness or disability as far as the law or collective labour agreement of Tentoo makes it mandatory.
- 23.2 Periods of disability that succeed one another within 31 days are considered a continued disability period.
- 23.3 The contractor shall not - as far as the agreement remains valid after the contractor has reported his illness - have any claim to sick pay and/or salary during the first two days of illness in the illness period. Tentoo shall, in principle, not continue salary payments in the event of illness or disability of the contractor, given that the contractors carry out their work outside gainful employment and Tentoo only acts on their behalf as a fictitious employer according to the so-called Dutch Oddities Statute.
- 23.4 In the event of disability of the contractor, as far as the contractor on the basis of the Dutch Health Law (section 5 of the Health Law Oddities Statute) is considered an 'oddlity', the contractor may be entitled to UWV sickness benefit from the third day of his illness. In this case, the contractor himself shall notify Tentoo of his disability as soon as possible

and no later than the second day of his illness.

- 23.5 Tentoo shall not be liable if the contractor does not report his illness to UWV in time or if UWV decides that the contractor is not entitled to sick pay.

SECTIONS THAT ARE ONLY APPLICABLE TO LEGAL RELATIONSHIPS INVOLVING A TEMPORARY WORKER

Section 24: Illness

- 24.1 All assignments shall be expected to have been terminated after notification by the temporary worker or purchasing party that the temporary worker is not capable of carrying out the temporary work due to illness and, as far as is necessary, the purchasing party shall then be expected to have requested the termination of the availability for employment. The notification of the temporary worker can be submitted by both Tentoo and the purchasing party; Tentoo and the purchasing party shall be severally liable to inform the other party of the notification of illness as soon as possible.
- 24.2 The purchasing party, upon Tentoo's first request, shall confirm to Tentoo in writing that the purchasing party has indeed intended to request that the availability for employment of the temporary worker was to be terminated immediately with his notification of disability due to illness, as intended in the aforementioned.

SECTIONS THAT ARE ONLY APPLICABLE TO AGREEMENTS CONCLUDED WITH TENTOO SUPPORT B.V.

Section 25: Invoicing fundamentals

- 25.1 Tentoo's invoices are drawn up on the basis of the completed commission contract (assignment sheet) signed by both the purchasing party and contractor or on the basis of a separately specified agreement, which shall be binding for the purchasing party and self-employed person.
- 25.2 The purchasing party shall see to it that the commission contract or separately specified agreement has been fully and correctly filled in with regard to the agreed salary and payment of expenses and that any non-relevant columns or specifications have been crossed out. The self-employed person shall see to it that the commission contract or the separately specified agreement is submitted to Tentoo as soon as possible.
- 25.3 If the commission contract has unexpectedly been filled in incorrectly or incompletely, then the purchasing party shall make the necessary corrections.
- 25.4 In the event of a dispute between the documentation submitted to Tentoo regarding the provisions stated in section 25, paragraph 1, and the statement kept by the purchasing party, the document submitted to Tentoo for the benefit of payment and invoicing shall prevail and be considered full evidence subject to counter-evidence provided by the purchasing party proving that the aforementioned difference cannot be ascribed to him.
- 25.5 If the purchasing party does not meet the obligation stated in section 25, paragraph 3, and therefore does not assist with the evidence that is binding for the three concerned parties, to wit Tentoo, the self-employed person and the purchasing party, then a staff member of Tentoo, on the basis of the information collected by him or her, shall determine the fee, expenses and worked hours for all parties. The purchasing party and self-employed person can, after Tentoo has declared the fee, expenses and worked hours, submit an action for annulment to the competent court of jurisdiction in Amsterdam if Tentoo in all reasonableness could not have come to the conclusion concerned, at which time the purchasing party in any case shall involve the self-employed person and the self-employed person shall in any case involve the purchasing party.

Section 26: Fee and fee change as a result of changed agreements

- 26.1 The self-employed person's salary and/or payment and realization of the services/work valid for the duration of the assignment shall be determined independently by the self-employed person by means of independent consultation between the self-employed person and the purchasing party. The purchasing party shall, in accordance with the salary to be invoiced by Tentoo on the basis of that which is submitted by the self-employed person and on the basis of the commission contract or separately specified agreement submitted by the self-employed person and completed by the self-employed person and purchasing party, which shall be binding for both purchasing party and self-employed person.
- 26.2 For services to be rendered by Tentoo, Tentoo shall calculate a commission of 7.5%, exclusive of VAT, on the total invoice amount.
- 26.3 Tentoo shall at all times be entitled to change its commission as defined in section 26.2. This may occur if Tentoo must carry out more work for the self-employed person than the agreed amount of work. Depending on the work, Tentoo can increase the commission or agree upon a fixed fee for the services to be rendered. Tentoo shall notify the self-employed person in writing of the intention to change the fee. In this notification, Tentoo shall state the level of the changed fee and the date on which the change shall take effect. If the purchasing party does not accept the fee change indicated by Tentoo, then the purchasing party shall be entitled to terminate the agreement in writing within seven working days of the intended notification, or to cancel the assignment before the date stated in Tentoo's notification on which the change in commission shall take effect.
- 26.4 If the self-employed person, in deviation from a submitted commission contract, agrees upon a different salary with the purchasing party in the meantime, then Tentoo shall process this salary in its administration and payments. If the change has not been made known to Tentoo in time and a correctional entry is required, then Tentoo shall charge a sum of € 12.50 for each change to be processed.

Section 27: Increase as a result of legislation

- 27.1 If for the duration of the assignment or agreement, any payment to the self-employed person is increased as a result of any measure by the government, any competent body, or on the basis of any legal regulation or fiscal legislation, then the invoice for the purchasing party shall, as from the time of the increase, be increased by the full amount of this and in proportion with that and shall be owed by the purchasing party accordingly.

Section 28: Prohibition of transfer of rights and obligations

- 28.1 The purchasing party shall not be entitled to transfer to any third party any rights and obligations arising from the agreements with Tentoo without the written approval of Tentoo.

Section 29: Duration and termination of the agreement between Tentoo and the self-employed person

- 29.1 The agreement between the self-employed person and Tentoo shall be entered into for an indefinite period of time, unless both parties have explicitly agreed otherwise in writing or if it results from the contents, nature or intent of the assignment that the agreement has been entered into for a definite period of time.
- 29.2 Any of the parties shall, at all times, be entitled to terminate the agreement in accordance with a term that can be considered reasonable in the light of the circumstances, at the end of the calendar month by cancellation, unless parties have agreed otherwise. Cancellation shall be carried out in writing.

Section 30: Required information

- 30.1 The self-employed person shall promptly provide Tentoo with any required information which, in the opinion of Tentoo, is required for a correct realization of the assignment or which the contractor could reasonably be expected to know would be required for a correct realization of the assignment. The information shall be provided in the form and way requested by Tentoo.
- 30.2 The self-employed person shall ensure the correctness and reliability of the information provided to Tentoo, even if this information comes from third parties.
- 30.3 If the realization of the assignment is delayed due to the fact that the self-employed person does not meet the obligations stated in section 30.1 or if the information provided by the self-employed person does not meet the provisions stated in section 30.2, then the resulting (extra) costs shall be at the expense of the self-employed person and Tentoo shall be entitled to charge (extra) commission for the (extra) work that has become necessary as a result of this.
- 30.4 Tentoo shall be bound to return to the self-employed person at the request of the self-employed person the items placed at the disposal of Tentoo by the self-employed person in which or on which the information provided by the self-employed person to Tentoo has been recorded - including files or records and magnetic or electronically provided information, as soon as the assignment for which the information has been provided has been completed or as soon as the assignment has been terminated, but not before the self-employed person has paid any amounts owed to Tentoo in relation to the realization of the assignment or termination thereof. If and as far as it has not been agreed upon otherwise between parties, the items shall be returned to the self-employed person at the expense and risk of the self-employed person.

Section 31: Realization of the assignment

- 31.1 Tentoo shall carry out the work to be realized by virtue of the assignment with the care of a good service provider. Tentoo shall nonetheless not guarantee that a certain result is achieved.
- 31.2 Tentoo is entitled to call in third parties for the realization of the assignment. If (extra) costs must be charged by the self-employed person for these third parties, Tentoo shall only proceed to call in these third parties if agreed upon by the self-employed person.
- 31.3 The periods within which the work of Tentoo must be completed, shall at all times be targets, unless parties have explicitly agreed otherwise.
- 31.4 The self-employed person shall indemnify Tentoo for any payment obligations that may arise for Tentoo towards the purchasing party, tax authorities, or anyone else, by virtue of the assignment, the realization thereof - any interim termination included - as well as by virtue of the observance of legal, public or contractual regulations and so forth.

Section 32: VAT administration

- 32.1 Tentoo shall carry out the VAT administration for all invoices sent to third parties by Tentoo for the benefit of the self-employed person. On the basis of the deducted costs and invoiced returns, Tentoo shall take care of the VAT declaration and deduction of VAT to the tax authorities. If the self-employed person has not invoiced work through the services of Tentoo (but has done so independently or by a third party) then Tentoo shall not guarantee the correctness of the VAT declaration and/or deduction by Tentoo.
- 32.2 The self-employed person shall be obliged to have Tentoo invoice any assignments that the contractor carries out for third parties in one calendar year. If, for any reason whatsoever, an assignment is not invoiced by Tentoo but by the self-employed person or a third party, then the self-employed person shall inform Tentoo of this as soon as possible and in writing. In deviation of section 26 and section 34 respectively, Tentoo shall in that case be entitled to reserve a larger sum for any current assignments and/or charge a higher percentage in commission to the self-employed person.
- 32.3 The self-employed person shall, at all times, be fully and independently responsible for the correctness of the VAT declaration.
- 32.4 Tentoo shall, until the agreement at hand has been terminated, carry out the VAT declaration on behalf of the self-employed person and transfer the indebted VAT if the sum Tentoo has reserved for the benefit of the self-employed person is sufficient for this purpose.

Section 33: Income tax

- 33.1 The income tax return is taken care of by a specialist at no (extra) cost, if the self-employed person during the year/period to which the tax return applies, has made use of the services of Tentoo as self-employed person.
- 33.2 Payment of income tax shall, at the latest, be carried out on the day that the income tax is due as far as the reserves deducted by Tentoo on behalf of the self-employed person allow for it and as far as the income tax demand relates to a period/calendar year in which the self-employed person has made use of the services of Tentoo and in which Tentoo has sent invoices on behalf of the self-employed person.

Section 34: Payment of the contractor/reserves

- 34.1 After invoicing the purchasing party, Tentoo shall reserve the VAT amount. Of the remaining sum (invoice amount exclusive of VAT) Tentoo shall transfer 55% within 14 days after the invoice date to the self-employed person. Tentoo shall reserve the remaining 45% of the invoice amount after deduction of its commission, for the benefit of the tax authorities (income tax) and any business costs. The reservation shall primarily be made for the benefit of payments to the tax authorities.
- 34.2 Business costs can be declared on a monthly basis after submission of the required valid documents. Tentoo shall pay these costs to the self-employed person within five working days if the reserved sum is sufficient and no deductions for tax purposes are expected which would not justify such a payment. This can be deviated from if both the self-employed person and Tentoo agree to this. Bills or invoices in the name of the self-employed person are considered valid documents as well as a separate mention of VAT.
- 34.3 The self-employed person shall unconditionally and irrevocably authorize Tentoo to settle and consequently deduct from the amount reserved by Tentoo the commission of Tentoo increased with VAT.
- 34.4 By order of the self-employed person Tentoo shall transfer to the tax authorities the VAT owed and income tax deducted from the reserved sum. If, at any time, it is found that the reservation of Tentoo is insufficient and the abovementioned payments cannot be made, then Tentoo shall inform the self-employed person of this. Tentoo shall in that case report to the self-employed person the remaining sum to be paid directly to the tax authorities. If the sum reserved for the tax authorities proves to be insufficient, Tentoo shall carry out payments up to the level of the reserved sum.
- 34.5 Tentoo shall not owe interest to the self-employed person for any reserved sums at Tentoo for the benefit of the self-employed person.
- 34.6 The self-employed person shall not owe Tentoo any interest for any sums paid to him for which Tentoo has not yet received the invoice amount from the client.

Section 35: Liability

- 35.1 The liability of Tentoo for any loss or damage incurred by the self-employed person as a result of untimely, incomplete or incorrect realization of the assignment, shall be limited to a maximum of two times the sum of the commission that has been charged to the self-employed person by Tentoo for the realization of the work through which the loss/damage has been caused, provided that only the commission relating to the last twelve months during which the work was carried out shall be taken into account. Any compensation owed by Tentoo to the self-employed person shall never exceed the sum covered by the insurance for the liability of Tentoo in the aforementioned situation. The aforementioned is deviated from in the event of intention or gross negligence by Tentoo. In this and the following provisions in this section, Tentoo shall be understood to include all its employees as well as any third parties called in by Tentoo for the realization of the assignment.
- 35.2 Tentoo shall not be liable for any damage or loss caused by the fact that the self-employed person has not fulfilled his information obligation resulting from section 30.1 or as a result of the fact that the information provided by the self-employed person does not satisfy that which he guarantees by virtue of section 30.2, unless this damage or loss is partly caused by the intention or serious misconduct of Tentoo.
- 35.3 Tentoo shall in any other circumstances at all times be entitled to limit the damage or loss as much as possible or to undo the damage or loss incurred by the self-employed person and the self-employed person shall render their full assistance for this.
- 35.4 The self-employed person shall indemnify Tentoo for any claims of third parties regarding the loss or damage in connection with or as a result of the assignment realized by Tentoo if and as far as Tentoo is not liable towards the self-employed person for this by virtue of the provisions stated in this section.

TRANSITORY PROVISIONS

Section 36: Transitory provisions

- 36.1 These General Terms and Conditions shall promptly apply to any agreements concluded before the date of filing of the present General Terms and Conditions, unless the nature of the changes in the respective articles in all reasonableness oppose this or if the contractor or purchasing party has explicitly objected to this.
 - 36.2 Tentoo shall be entitled to change these General Terms and Conditions. The General Terms and Conditions changed by Tentoo shall apply to the contractor and purchasing party as of thirty days after the contractor and purchasing party have been informed in writing of the change, unless the contractor and purchasing party within that term have informed Tentoo in writing that they object to the change thereof. In the latter case, the unchanged General Terms and Conditions shall remain valid between parties, but not for longer than six months from the date on which the applicable term of thirty days elapses. If the agreement is continued after that, then the changed General Terms and Conditions shall apply as from that moment.
- These terms and conditions have been filed at the Chamber of Commerce in Amsterdam and shall remain valid for an indefinite period of time.

Section 37: Language and translations

These General Terms and Conditions have been drawn up in the Dutch language. No rights and duties may be derived from translations of these General Terms and Conditions into languages other than the Dutch language. The Dutch version of these General Terms and Conditions shall at all times prevail over the present English version.

More information?

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