

General Terms and Conditions services provided by Tentoo Flexolutions, Tentoo Flexsupport and Tentoo Collective Freelance & Flex

Article 1: Definitions

The following definitions shall apply in these Tentoo General Terms and Conditions:

1.1 Tentoo: a tradename of Pay for People B.V., (Chamber of Commerce number 24329691), established inter alia in Amsterdam, Maassluisstraat 2, 1062 GD, hereinafter referred to as: Tentoo or the Employer

1.2 Employee: any temporary employee who has concluded an agency contract as referred to in Article 7:690 of the Dutch Civil Code (hereinafter: "DCC") with Tentoo in order to perform work for a third party under the management and supervision of that third party.

1.3 Client (third party): any natural or legal person who has an Employee carry out activities under its management and supervision within the context of an assignment as referred to in paragraph 7 of this article.

1.4 Agency contract: The employment contract between Tentoo and the Employee as referred to in Article 7:690 DCC on which basis the Employee is made available by Tentoo as temporary employee within the context of the conduct of the profession or business of Tentoo to the Client (third party) for the purpose of performing work under the supervision and management of the Client (third party) pursuant to an assignment granted to Tentoo.

1.5 Temporary employment agency clause: The clause in accordance with Article 7:691(2) DCC providing that the agency contract ends by operation of law at the moment the Client referred to in paragraph 3 ends the assignment.

1.6 Payroll contract: Payroll contracts are agency contracts pursuant to which the contract for professional services between the Employer and the Client was not formed within the context of bringing supply and demand together within the labour market and in which connection the Employer is only authorised to make the Employee available to another party with the Client's approval, all of the above as referred to in Article 7:692 DCC;

1.7 Contract for professional services: the contract between the Client and Tentoo on the basis of which a single Employee, as referred to in paragraph 2 of this article, is made available to the Client by Tentoo for the purpose of performing activities under the management and supervision of the Client, such against payment of the client's rate.

1.8 Group temporary employment agreement: The agreement between the Client and Tentoo on the basis of which Tentoo's services are provided for the benefit of the Client.

1.9 Matching platform: The platform developed by Tentoo under its own management where Clients may place vacancies and where jobseekers may respond to these vacancies.

1.10 Time recording: the digital recording, via the Tentoo internet portal, of the number of hours worked per payment period that forms the basis for Tentoo for proceeding with payment.

1.11 Hirer's remuneration: The legally applicable remuneration of employees that is at least equal to the remuneration of the employees who are active in the same or an equivalent position in the employment of the Client, such in accordance with the Collective Agreement for Temporary Workers.

1.12 Payroll services: A service provided by Tentoo comprising that the Client outsources legal employership of the employees recruited and selected by it to Tentoo. The employees envisioned by the Client enter Tentoo's service on the basis of a payroll contract. Tentoo pays the salary to the employees and makes them available to the Client where they perform work under the management and supervision of the Client.

1.13 Temporary employment formula: The services provided by Tentoo to Clients comprising bringing together supply and demand in order to assign these employees to Clients, along with additional services such as invoicing.

Article 2: Applicable General Terms and Conditions

2.1 These General Terms and Conditions apply to the temporary employment services as set out in Article 7:690 DCC, secondment services, payroll services as well as other services, provided by Tentoo.

2.2 These General Terms and Conditions apply to all proposals, offers, order confirmations, service contracts and other contracts and agreements concluded between Tentoo and the Client.

2.3 The legal relationships between Tentoo and the Client are also subject to the general terms and conditions of the Dutch Association of Intermediary Organizations and Temporary Employment Agencies (AV-NBBU) and the collective labour agreement of the Dutch Association of Intermediary Organizations and Temporary Employment Agencies (NBBU CLA) as the NBBU CLA reads at the start of the respective

agency contracts. In the event the NBBU CLA changes during the term of the contract, those changes will apply to the contract if such follows from the amended NBBU CLA. In case of possible inconsistencies, the General Terms and Conditions referred to in paragraph 2.1 will prevail over the AV-NBBU.

2.4 These General Terms and Conditions also apply to all (follow-up) offers, (follow-up) agreements, (follow-up) assignments and/or confirmations of assignments that build on and/or follow from a contract concluded previously to which these General Terms and Conditions have been declared applicable, unless agreed otherwise in writing.

2.5 Deviations from these General Terms and Conditions are only valid if this has been accepted expressly by Tentoo and Tentoo has confirmed this in writing.

2.6 If one or more provisions of these General Terms and Conditions are void or voided, the remaining provisions of these General Terms and Conditions will apply in full. If this is the case, Tentoo and the Client will consult in order to agree new provisions to replace the void or voided provisions, in which connection the aim and purport of the original provision(s) will be taken into account.

Article 3: Offers/acceptance/suspension/performance

3.1 All offers made by Tentoo merely constitute an offer to negotiate, unless expressly stated otherwise in the offer. The wage calculations presented by Tentoo in the offers are not binding but serve as an indication; Tentoo has the right to deviate from these within the margin of Article 7:752(2) DCC applied by analogy.

3.2 Tentoo has the right towards the Client to render acceptance of the assignment or performance of its activities dependent on payment by the Client to Tentoo of an advance payment to be determined by Tentoo. In such cases, Tentoo will also deviate from the standard rate referred to in article 13.1 of these General Terms and Conditions and may charge a higher percentage, such to be assessed by Tentoo.

3.3 Tentoo has the right to render making Employees available dependent on a payment limit, which means that assignments that exceed the payment limit are not accepted or handled unless and in so far as the amount to be paid as salary has been settled. An amount of €5,000 applies standard as payment limit unless agreed otherwise.

3.4 In the event Tentoo refuses to make an employee available, but the Client nevertheless has the activities carried out or has already done so, a direct agreement will have been formed in this connection between the Client and the Employee, which may be an employment contract within the meaning of Article 7:610 DCC.

3.5.

Assigning an employee abroad by a client established in the Netherlands is fully for the account and risk of the Client. Payment of salary will not be handled at all in the event the Client entirely fails to notify Tentoo thereof.

Article 4: Payments

4.1 The Client is obliged at all times to pay all invoices submitted by Tentoo by direct debit within fourteen calendar days after the invoice date, unless the Client and Tentoo have expressly agreed otherwise in writing.

4.2 Only payments made to Tentoo itself or to a natural or legal person authorised to collect by Tentoo expressly and in writing will discharge the Client. Payments made to the Employee or third parties, the provision of advance payments to the Employee or third parties and/or payments of any kind whatsoever, are not allowed or, at any rate, do not have any effect towards Tentoo. The above can only be otherwise if and insofar as such was communicated to Tentoo in writing and in advance and this has been approved expressly by Tentoo.

4.3 Discharge of debts, setoff, settlement or suspension of or against any payment obligation on the part of the Client is never allowed.

4.4 Payments made to Tentoo are applied first to reduce the collection costs due and thereafter to pay the interest due. The amount that remains following deduction of this interest and costs is then allocated to the outstanding principal. In the event multiple invoices are left unpaid, payment following settlement of the interest and costs will be allocated to the principal sum or the most recent invoice.

4.5 A copy of an invoice sent by Tentoo applies as conclusive evidence.

4.6 The Client is responsible for ensuring that the agreed remunerations comply with any applicable professional or sectoral CLA, in accordance with the remuneration level of the regular/permanent employees of the Client, such in accordance with the pay ratio provision provided for in Article 8 of the Placement of Personnel by Intermediaries Act (hereinafter referred to as: "Waadi"). The Client ensures that the profile of the position to be held by the employee and the related pay scale in the Client's remuneration scheme has been communicated to Tentoo and is obliged to report interim changes thereto to Tentoo immediately and at its own initiative. Any incompleteness or incorrectness in the information provided by the Client to the Employee and Tentoo as referred to in this paragraph applies as a breach of contract/attribution failure on the part of the Client towards Tentoo.

4.7 Complaints concerning invoices and/or complaints as referred to in Article 6:89 DCC concerning the performances to be delivered or delivered by Tentoo arising from the payment arrangements referred to in article 4.6 of these General Terms and Conditions, must be submitted to Tentoo in writing within fourteen calendar days after the invoice date. After this term has ended, the Client will be deemed to have agreed to the specifications of the invoice and/or Tentoo performances in question, including the salary payments to the Employee. Complaints regarding Tentoo's performance, objections concerning the amount of the invoices or contestation of the correctness thereof and/or salary payments do not suspend the Client's payment obligation(s).

4.8 In the event the Client fails to pay any amount and/or fails to provide sufficient security, Tentoo will have the right to suspend its own performance and/or the performance to be delivered by the Employee, without prejudice to the provisions of article 3.4 of these General Terms and Conditions. This suspension does alter the Client's agreed obligations, even if the Employee does not deliver a performance.

Article 5: Surcharge/contractual interest/collection costs collection measures

5.1 In the event a Tentoo invoice has not been paid within fourteen calendar days after the invoice date, the invoice amount will be increased with retroactive effect of two percent in respect of the principal as a result of the mere passage of that term. The Client is obliged at all times to pay the outstanding invoice amount, possibly increased by the surcharge, within thirty calendar days after the invoice date.

5.2 The Client is in default by operation of law in the event the Client fails to pay within the strict deadline of thirty calendar days. As from thirty calendar days after the invoice date, the Client will owe Tentoo two percent interest per month or per part of a month in respect of the outstanding principal, which is the invoice amount increased by the surcharge referred to in article 5.1 of these General Terms and Conditions.

5.3 The Client owes the costs incurred to obtain an out-of-court settlement or the collection costs to Tentoo. In derogation from the provisions of Article 6:96(5) DCC, the collection costs payable by a Client who acts within the conduct of a profession or business are determined as follows: - In case the claim (principal plus interest) involves an amount of up to €25,000, the collection costs are:

Principal plus interest up to and including: Rate exclusive of VAT:

• € 250	€ 37
• € 500	€ 75
• € 1,250	€ 150
• € 2,500	€ 300
• € 3,750	€ 450
• € 5,000	€ 600
• € 10,000	€ 700
• € 20,000	€ 800
• € 25,000	€ 1,000

In the event the claim (principal plus interest) exceeds an amount of €25,000, the collection costs will be equal to two points of the applicable court-approved scale of costs (www.rechtspraak.nl/liquidatarief) in the first instance subject to a maximum of 15% of the claim (principal plus interest).

5.4 The Client owes Tentoo the collection costs referred to in article 5.3 of these General Terms and Conditions after internal and/or external activities have been performed by and/or on the instructions of Tentoo in order to obtain an out-of-court settlement. Internal activities include the activities of the Tentoo claims payable department, which consist inter alia of generating a collection file, obtaining information and requesting business and other information, sending one or more payment reminders/demand letters and conducting other correspondence in connection with the claim. External activities include among other things the activities performed by third parties, including the generation of a collection file, obtaining information and requesting business and other information, sending one or more payment reminders/demand letters and conducting other correspondence in connection with the claim.

Article 6: Contract partner terms of delivery

6.1 In view of the specific nature of the services provided by Tentoo, any General Terms and Conditions applied by the Client expressly do not apply to agreements concluded with Tentoo, unless otherwise agreed in writing. In case of uncertainties and/or inconsistencies between the General Terms and Conditions applied by the respective parties, the General Terms and Conditions applied by Tentoo will prevail in any event.

Article 7: Interim changes to the rate

7.1 Changes to the rate as a result of CLA obligations and changes to or as a result of legislation and regulations, such as tax and social legislation and regulations, will be charged on to the Client effective as from the moment of those changes and, without prejudice to the provisions of articles 12.2, 12.4 and 12.9 up to and including 12.14 of these General Terms and Conditions, will therefore be owed by the Client to Tentoo, including in the event these changes occur during the term of the contract for professional services/Group temporary employment agreement.

7.2 In the event such a general, social and/or economic change occurs in the Netherlands, in which connection it must be deemed reasonably unacceptable that the parties must still be considered bound by the provisions concerning

remuneration, the parties will consult regarding the changes to be made during the term of the contracts to which these General Terms and Conditions apply.

Article 8: Interpretation of the conditions and choice of law

8.1 The competent court in Amsterdam always has jurisdiction to take cognisance of all disputes that may arise between the parties in connection with contracts to which these General Terms and Conditions apply, unless mandatory rules of jurisdiction determine otherwise. In case of disagreement regarding the interpretation of the Tentoo General Terms and Conditions, the courts in Amsterdam may provide a definitive answer at the request of one of the parties.

8.2 All contracts between the Client and Tentoo and the Employee and Tentoo are governed by Dutch law.

Article 9: Recruitment and selection; employership

9.1 The services provided by Tentoo include in particular bringing together supply and demand in the labour market and assigning employees to its Clients. Tentoo makes its platform available to candidates who are looking for vacancies. In case the Client comes into contact with a candidate, the Client will ask the candidate to register on the platform where the candidate will be able to see all vacancies on the Tentoo platform.

9.2 Both the Employee and the Client are deemed to be familiar with the content of the assignment or the activities and the qualities of the performance to be delivered by the Employee and declare that they agree to these by carrying out the assignment or the activities, in which connection Tentoo cannot be held liable for the quality of the performance delivered by the Employee. Tentoo is not liable either for any losses sustained by the Client if the quality of the performance proves to be insufficient for any reason and in any sense whatsoever. Objections and/or complaints concerning the performance of the assignment and/or the services / activities or the performance delivered by the Employee or the quality thereof do not suspend the Client's payment and other obligations.

9.3 Tentoo acts as the Employee's Employer in matters concerning remuneration. The Employee carries out activities under the management and supervision of the Client, but Tentoo applies as Employer. Direct commitments between the Employee and the Client are never allowed and do not bind Tentoo in any way.

9.4 The Client is not allowed to act as employer towards the Employee or third parties or to present or designate itself as such. The Client, the Employee and/or third parties must refer to Tentoo as Employer in relevant situations. In the event Client assumes the position of legal employer as a result of acts or omissions, in such a manner that it can be considered to be a temporary employment agency or an employer within the meaning of Article 7:610 or 7:690 DCC, the Client will be fully responsible and liable in this connection, including but explicitly not limited towards the Employee, and the Client will not be able to hold Tentoo liable for the consequences thereof. The Client will be obliged to indemnify and hold Tentoo harmless concerning all claims from the Employee and/or third parties, including but explicitly not limited to the Tax and Customs Administration, sectoral pension funds and suchlike.

Article 10: Safety and indemnity

10.1 The Client is obliged towards Tentoo and the Employee concerned to implement such measures and provide instructions so that the Employee involved is protected, instructed and insured against danger to his person or property as may be reasonably be expected in connection with the nature of the activities, as if the Employee were an employee of the Client. The Client must comply in any event with the analogous provisions of Article 7:658 DCC in which connection the Client takes over Tentoo's obligations as notional employer and indemnifies Tentoo against any claims on the basis of Article 7:658 DCC. If it fails to comply with the aforementioned obligations, the Client will be obliged to compensate the losses sustained and to be sustained as a result by Tentoo and/or the Employee in the broadest sense of the word.

10.2 In the event the Employee becomes the victim of an industrial accident or occupational disease, the Client will ensure that the competent authorities, expressly including the Labour Inspectorate, draw up a report thereof without delay, in which report the cause of the accident is laid down in such a manner that it can be concluded with a reasonable degree of certainty on the basis thereof whether and to what extent the accident is the result of the fact that insufficient measures had been taken to prevent such an industrial accident or occupational disease from occurring.

10.3 The Client is obliged to inform Tentoo immediately of any industrial accident or occupational disease.

10.4 The Client indemnifies Tentoo at all times against all claims referred to in this article.

Article 11: Liability for damage

11.1 Without prejudice to the provisions of article 9 and article 10 of these General Terms and Conditions, Tentoo bears no responsibility whatsoever and is not liable for damage and losses caused to the Client or third parties by the Employee in connection with services and/or activities performed within or outside the scope of his described position and/or within or outside the activities agreed contractually, unless the law expressly determines otherwise. The damage for which Tentoo can be held liable is maximised in any event at an amount of €1,250,000 (in words: one million two hundred and fifty thousand

euros) per event, being the maximum amount for which Tentoo has insured its liability.

11.2 Without prejudice to the provisions of article 9.4 of these General Terms and Conditions, Tentoo is not liable for commitments agreed between the Employee and/or the Client or that were formed otherwise between each other or with third parties, other than with Tentoo's express, written approval to do so.

11.3 In the event the Client fails to comply with one or more obligations towards Tentoo arising from the assignment or from these General Terms and Conditions, the Client will be obliged towards Tentoo to compensate to Tentoo the damage that arises for Tentoo directly or indirectly from this non-compliance, without such requiring notice of default.

Article 12: Basis for invoices

12.1 Tentoo's invoices are drawn up on the basis of completed time sheets that have been signed by both the Client and the Employee.

12.2 Without prejudice to the provisions of article 4.6 and article 18 of these General Terms and Conditions, the arrangements made between the Employee and the Client must be in accordance with the applicable legislation and regulations, the minimum terms of employment that exist and/or applied to or within the Client's business, as well as the Minimum Wage and Minimum Holiday Allowance Act. In the event the arrangements made between the Employee and the Client are not in accordance with the above, the Client authorises Tentoo irrevocably in advance to bring those arrangements in line with the above should such a situation arise. If Tentoo does so, the arrangements altered by Tentoo apply as time recording approved by both the Employee and the Client and the Client will be invoiced on the basis thereof. If this is the case, the Client will be obliged in full to pay that invoice to Tentoo.

12.3 Tentoo calculates the 'wage bill' on the basis of the time recording. The wage bill includes among other things a risk rate that is estimated by Tentoo on the basis of its experience, knowledge and industry practices. The fixed nature of this estimate prevents it from being possible to oblige Tentoo in individual cases to settlement in the broadest sense of the word on the basis of the argument that in practice or in individual cases the risks did not materialise or materialised to a limited extent, or that Tentoo can be held to account in this connection otherwise.

12.4 Without prejudice to the provisions of article 4.6 and 7.1 of these General Terms and Conditions, all statutory or contractual payment obligations and/or obligations under an applicable CLA, or on the basis of customary terms of employment within the business of the Client as referred to in Section 8 Waadi, which arise directly or indirectly from the contract, even if they were not stipulated or laid down contractually in the employment contract or in the time recording, will be for the account of the Client. Tentoo will charge the obligations in question to the Client without prejudice to the provisions of article 7.1 of these General Terms and Conditions and they will be increased by the VAT due and payment of its rate as set out in article 13.1 of these General Terms and Conditions.

12.5 The Client ensures that the assignment or provision of services or the contract specified separately is completed fully and correctly with respect to the agreed fee, the expense allowance and time recording and that irrelevant columns and specifications have been deleted, and that these are then handed in to Tentoo on time or as soon as possible as the case may be. If the number of working hours of an Employee with a permanent employment contract is exceeded by more than 30% and Tentoo therefore owes a higher unemployment insurance contribution, Tentoo will charge the amount in question to the Client.

12.6 In the event the statement made to Tentoo is incorrect or incomplete, the Client will be obliged primarily to arrange for correction. If the statement has already been implemented by Tentoo, Tentoo will not be obliged to refund, claim back or perform any other act, unless it should have been clear immediately to Tentoo that the statement could not have been correct. In the event the Employee was paid too little as a result of the fact that Tentoo received an incorrect or incomplete statement, the Client will be obliged to determine with due observance of the provisions of article 4.6 of these General Terms and Conditions and in consultation with the Employee whether and, if so, what correction should be made as yet.

12.7 In case of a difference between the documentation submitted to Tentoo concerning the provisions of this article of these General Terms and Conditions and the copy retained by the Client, and without prejudice to the provisions of article 4.6, the document handed in to Tentoo as the basis for settlement and the invoice to be drawn up serve as conclusive evidence with the exception of evidence to the contrary provided by the Client that the difference is not attributable to it.

12.8 In the event the Client fails to comply with its obligations set out in this article of the General Terms and Conditions and therefore fails to cooperate in the evidence that binds the three parties, being Tentoo, the Employee and the Client, a Tentoo employee will be authorised to determine the fee, the expenses and the hours worked in a manner that binds all parties on the basis of the information gathered by him or her. The Client and the Employee have the right to submit an application for annulment to the courts in Amsterdam if Tentoo could not reasonably have arrived at the determination in question, in which connection the Client must also involve the Employee and vice versa in any event.

12.9 The Client has a purchase obligation concerning the total duration and scope of the employment contract. These contracts for professional services and the payment obligations that arise therefrom do not end until the moment Tentoo has terminated the employment contract with the Employee in a legally valid manner. The related purchase obligation continues to apply for as long as an employment contract continues to apply between Tentoo and the Employee, also during and after periods in which the Employee has carried out the alternative work offered by Tentoo.

12.10 The purchase obligation referred to in article 12.9 also applies to hours in respect of which the legal presumption of Article 7:610b DCC applies. In the event Tentoo is obliged to make the Employee an offer of a fixed number of working hours pursuant to Article 7:628a DCC, the Client will also be subject to a purchase guarantee concerning these hours.

12.11 Tentoo commits that it will endeavour to offer alternative work after the applicable notice period has ended. The obligation to continue to pay salary will only be suspended insofar as Tentoo is able to place the Employee with a different Client during the initial term of the employment contract for the full duration and full number of working hours of the employment contract.

12.12 If the Employee accepts this suitable, alternative work, the Client's obligation to continue to pay salary towards Tentoo will lapse insofar and for as long as this alternative work continues and insofar as the scope of this alternative work and the amount of the client's rate equals the scope of the contract for professional services. The obligation is revived when the Employee's placement ends before the term of the initial contract ends.

12.13 Unless otherwise agreed in writing, Tentoo charges on to the Client the wage for hours during which the Employee was unable to work as a result of unforeseen weather and other conditions, but in respect of which the Employee is entitled to salary.

12.14 The Client is obliged to inform Tentoo of the fact that the Employee has further claims relating to wage and other matters other than those already communicated to Tentoo within 10 days after the Client has reasonably become aware of this. Tentoo will attempt to find a solution with due observance of article 12.8 of these General Terms and Conditions. If the Client fails to inform Tentoo or fails to do so on time, Tentoo will have the right to charge all wage costs, costs of payment/continued payment of the salary, as well as the supervision costs, costs of delays and interest and suchlike during the period it takes to reach a solution with the Employee, to the Client on a unilateral basis.

12.15 If the Client terminates the Group Temporary Employment Agreement at its request or the Group Temporary Employment Agreement is terminated at its request, the Client will remain obliged to comply with its ongoing payment and other obligations, related to the Employee's activities at/for the Client, towards Tentoo, as well as the current and future costs to terminate the agency contract with the Employee, in the event Tentoo is still subject to an obligation to continue to pay salary to the Employee in respect of the ongoing agency contract. The Client indemnifies Tentoo against all current and future costs related to the termination of the agency contract with the Employee, including legal costs also comprising the actual costs of legal assistance both in and out of court.

Article 13: Tentoo rate and rate changes as a result of changed arrangements

13.1 Unless expressly agreed otherwise and without prejudice to the provisions of article 3.3 of these General Terms and Conditions, Tentoo will charge a commission of 6% in respect of the total wage bill for the services it is to provide, plus the expense allowances, surcharges etc. to be paid by it, subject to a minimum amount in commission of €9, all of the above to be increased by the VAT due. Unless indicated otherwise as such by the Client and the Employee in the time recording, the payment calculated by Tentoo will be on top of the total amount or amounts to be paid agreed by the Client and the Employee.

13.2 Tentoo has the right at all times to change its commission as referred to in article 13.1 of these General Terms and Conditions. Tentoo will notify the Client in writing of its intention to change the commission due to it. Tentoo will indicate in this connection the amount of the adjusted commission as well as the date on which the change will become effective. If the Client does not wish to accept the change to the commission announced by Tentoo, the Client will have the right to terminate the contract in writing within seven calendar days of the aforementioned notification, or to cancel the assignment effective as from the effective date of the change stated in the notification from Tentoo.

13.3 If the Employee agrees a different remuneration during interim consultation with the Client, Tentoo will process this remuneration in its administration and payments. Tentoo will charge an amount of €12.50 per correction if the change has not been notified to it on time and an adjusting entry is necessary.

Article 14: Prohibition transfer of rights and obligations

14.1 The Client does not have the right to transfer rights and obligations under contracts with Tentoo without Tentoo's written approval.

14.2 Claims on the part of the Client that arise from agreements concluded with Tentoo cannot be transferred as referred to in Article 3:83(2) DCC.

Article 15: Duration of the assignment and termination

15.1 The duration of the assignment on the basis of which the Employee is made available to the Client is coordinated in mutual consultation. The duration is specified in an agreement specified separately.

15.2 Unless agreed otherwise in writing, the assignment/agreement with Tentoo commences on the first day of work or, if sooner, the commencement date of the agency contract, without prejudice to the provisions of article 3.2 of these General Terms and Conditions. The assignment/agreement with Tentoo does not end until the Agency Contract has been terminated in a legally valid manner, unless agreed otherwise in writing. Tentoo will settle the payment of the time recording in accordance with the manner of termination of an assignment/agreement with Tentoo including payment of holiday pay and days' holiday, unless otherwise agreed in writing.

15.3 In the event the agreements with Tentoo referred to in the previous paragraph succeed each other without an interruption of at least 6 months, the final agreement ends in any event after a total of 78 weeks worked, unless agreed otherwise with Tentoo expressly and in writing. In the event the activities at the Client are continued tacitly in the situation referred to above, such will take place at that time pursuant to an employment contract concluded tacitly.

15.4 If the Client deviates from the agreed duration of the assignment without informing Tentoo thereof on time, the Client will be liable at all times for losses sustained by the Employee and/or Tentoo or the Client will be obliged to indemnify Tentoo against the payment obligations that arise for Tentoo as a result thereof. Tentoo cannot be held liable for losses that arise for the Client or the Employee.

15.5 Tentoo indemnifies the Client against claims against/from the tax authorities and the Employee Insurance Agency (UWV) pursuant to the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act concerning all payment obligations towards the tax authorities or UWV that arise from payments made by Tentoo to the Employee, but the above is limited to the extent the amounts invoiced by Tentoo to the Client were actually paid by the Client to Tentoo.

15.6 In case of a dispute between the Employee and the Client concerning the duration and/or termination of the assignment, the Client can never claim compensation of material and immaterial damage from Tentoo.

Article 16: Increase as a result of changes to legislation and regulations and changes to the CLA

16.1 In the event the Employee's remuneration should become higher during the term of the assignment or the agreement as a result of any government measure or any competent body, or the employer's share in premiums or other social security expenses pursuant to social security legislation, tax legislation and/or CLA amendment is increased on the basis of the change or introduction of any instruction from the competent authority, that rate will be payable by the Client as from the moment of that increase and it will be charged on to the Client by Tentoo.

Article 17: Holiday

17.1 Days' holiday are taken in consultation between the Employee and Tentoo.

Article 18: Working hours

18.1 These working hours are recognised in the service contract or in an agreement specified separately.

Article 19: Obligations on the part of the Contractor and the Client concerning personnel and other forms of administration

19.1 The Client is obliged to provide Tentoo with a clearly legible copy of a valid identity document concerning the Employee and, if applicable, the work permit, before the activities commence.

19.2 The Client must declare when entering the time recording for the first time that and by whom the identity of the Employee was verified, also with respect to the aspect of mistaken identity.

19.3 The Client allows and agrees to the fact that Tentoo as well as Tentoo's certification agency checks the identity verification procedure at the Client's location on the basis of random samples.

19.4 The Employee and the Client are obliged to retain all administrative documents, including those entered/generated in the online portal, relating to remuneration carried out by Tentoo, in particular the administrative documents referred to in this article, but also and not limited to invoices and time recording in digital or other formats, for up to 5 years after termination of the remuneration assignment in question.

Article 20: Reassignment effort

20.1 In the event the Client terminates the contract for professional services or the group temporary employment agreement at its initiative and Tentoo as temporary employment agency were to be subject to a reassignment obligation within the context of the redundancy scheme, termination of the

group temporary employment agreement at the Client's initiative will constitute a reason for Tentoo to terminate the agency contract for commercial reasons, unless alternative or suitable work is found and accepted by the Employee within the reassignment term. The duration of the best-efforts obligation concerning reassignment to an alternative or suitable position is determined only by the duration of the activities performed in the service of Tentoo.

Article 21: Preventing unacceptable discrimination

In order to prevent prohibited distinction, in particular on the basis of religion, personal beliefs, political affiliation, gender, race, nationality, sexual orientation, civil status, handicap, chronic illness, age or on any basis whatsoever, non-job-related requirements cannot be imposed by the Client and will not be considered by Tentoo when providing information concerning the work to be instructed. The Client indemnifies Tentoo against the possible consequences of an unacceptable distinction performed by it.

Article 22: Transitional provisions

22.1 These General Terms and Conditions apply with immediate effect to agreements that were already concluded before the present General Terms and Conditions were filed, unless the nature of the changes to the respective articles oppose this within reason or the Client and/or the Employee has/have objected thereto expressly.

22.2 Tentoo has the right at all times to amend these General Terms and Conditions. The General Terms and Conditions amended by Tentoo apply towards the Employee and the Client as from thirty calendar days after he/she was notified of the amendment, unless the Employee and the Client inform Tentoo in writing within that term that they object to the amendment thereof. In the latter case, the unamended General Terms and Conditions will continue to apply between the parties, but for no longer than six months as from the end of the aforementioned term of thirty calendar days. If the agreement continues after that period, the amended General Terms and Conditions will apply as from that moment. These General Terms and Conditions have been filed with the Chamber of Commerce.

Pay for People B.V. label TENTOO Flexolutions, Flexsupport and Collective Freelance & Flex

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