

General terms and conditions Tentoo Flexible Employment

These General Terms and Conditions consist of general provisions in Chapter I and supplementary provisions in Chapter II and Chapter III. The general provisions apply to all agreements concluded by or on behalf of Tentoo or (in cooperation) with the Hirer. The specific chapter is only applicable when the Hirer makes use of the relevant services of Tentoo.

Chapter I General provisions

Chapter II Additional provisions for Independent Contractors

Chapter III Additional provisions for Freelancers.

I. GENERAL PROVISIONS

Article 1 Applicability

1. These general terms and conditions shall apply to all offers, quotations, assignment confirmations issued by Tentoo and all agreements concluded between Tentoo and the party concerned.
2. The applicability of general terms and conditions of any kind on the part of the Hirer is expressly rejected, even if the Hirer expressly declares his general terms and conditions applicable to the agreement.
3. Clauses and agreements deviating from these general terms and conditions are valid only if and insofar as Tentoo has explicitly confirmed such deviation in writing. The specific deviation shall then only apply to that one agreement.
4. If one or more provisions of these general terms and conditions are annulled or declared null and void, the situation to which the provision in question related shall be interpreted in accordance with the purpose of the provision annulled or declared null and void.
5. The annulment or invalidation of one or more provisions of these general terms and conditions shall not affect the validity of the remaining provisions of these general terms and conditions.
6. These general terms and conditions came into effect on 22 June 2023 and replace all previous general terms and conditions.
7. Tentoo is at all times entitled to amend the general terms and conditions. The general terms and conditions amended by Tentoo shall apply to the Hirer with effect from thirty calendar days after the Hirer has been informed of the amendment in writing. Within these thirty calendar days, the Hirer may notify Tentoo in writing of any objections to the amendments.
8. If provisions in these general terms and conditions differ from the Dutch general terms and conditions, the Dutch general terms and conditions shall prevail.

Article 2 Definitions

1. *Tentoo*: Pay for People B.V. trading under the name of Tentoo and its associated companies.
2. *Agency work employment contract*: the contract under which Employee is made available by Tentoo to a third party (in this case: Hirer), after mediation by Tentoo and on a non-exclusive basis, to perform work for that third party, all this for the full stipulated working hours and on the instructions and under the supervision of that third party, as referred to in Article 7:690 of the Dutch Civil Code.
3. *Payroll agreement*: the payroll agreement is the Agency work employment contract, whereby the contract for services between Tentoo and the third party has not been concluded to match supply and demand on the labour market and whereby Tentoo requires the consent of a third party to make Employees available to another party, as referred to in Article 7:692 of the Dutch Civil Code.
4. *Hirer*: the third party as referred to in 2 and 3.
5. *Employee*: a natural person who is registered with Tentoo and who enters into an Agency work employment contract with Tentoo or a Payroll agreement.
6. *Assignment*: the agreement between the Hirer and Tentoo arising from and forming part of the Collective Hiring Agreement under which the Employee is made available to the Hirer by Tentoo – including the agreement entered into in respect of a replacement Employee, if replacement is permitted and actually takes place – to carry out work under the Hirer's management and supervision.
7. *Agreement*: the agreement between Tentoo and the Hirer in which the parties lay down the agreements for the collaboration.
8. *Posting*: the employment of the Employee in the framework of an Assignment.
9. *Factor*: the rate payable by the Hirer to Tentoo, excluding surcharges, expense allowances and VAT. Unless stated otherwise, the fee is charged per hour.
10. *Agency clause*: the clause based on which the Temporary Employment Contract terminates by operation of law if the placement of Employee ends at the request of Hirer, all this as referred to in Article 7:691, paragraph 2 of the Dutch Civil Code and Article 15 CLA for Temporary Agency Workers (NBBU)).
11. *Assignment Confirmation*: a separate confirmation of the relevant details regarding the posting of Employee to

- Hirer.
12. *Independent Contractor*: the person who performs work for his own account and risk and not under the direction or supervision of a The Client.
 13. *The Client*: a third party that contracts directly with Independent Contractor or Freelancer on the basis of an agreement of assignment within the meaning of Article 7:400 of the Dutch Civil Code.
 14. *Freelancer*: the natural person who performs or will perform work for a The Hirer at his own expense and risk, not under authority and by means of a fictitious employment relationship, on the basis of a contract of assignment within the meaning of Article 7:400 of the Dutch Civil Code.

Article 3 Duration and end of the Agreement

1. The Agreement and/or Assignment is entered into for an indefinite period, unless the parties have agreed otherwise in writing.
2. The Agreement and/or Assignment for a fixed period cannot be terminated prematurely, unless agreed otherwise in writing.
3. Notice of termination of the Agreement and/or Assignment must be given in writing.
4. A notice period of at least three months applies to both the Agreement for an indefinite period and the Agreement for a definite period in which the possibility of premature termination has been agreed upon in writing.
5. The end of the Agreement also results, in principle, in the end of the Assignment.
6. As a result of the suspension, dissolution and/or termination of the Agreement and/or Assignment, Tentoo shall no longer be required to continue the Posting of the Employee(s).
7. The Posting ends by operation of law if and when Tentoo, for whatever reason, can no longer make the Employee available.
8. Rights and obligations arising from the Agreement and these general terms and conditions, which by their nature and content are intended to continue, including but not limited to liability, Tentoo certifications, purchase obligation and choice of law, will remain in full force after suspension, dissolution and/or termination of the Agreement.

Article 4 Suspension, dissolution and termination

1. Tentoo and the Hirer are entitled to terminate the Collective Hiring Agreement in full or in part with immediate effect, without notice of default and without judicial intervention, without this giving rise to any obligation to compensate the terminating party for any loss, if one of the following circumstances arises:
 - a. The other party is declared bankrupt.
 - b. The other party is granted a moratorium (provisional or otherwise).
 - c. The other party's business is liquidated or discontinued.
2. If the Hirer fails to fulfil his obligations towards Tentoo or fails to do so on time or in full, or if Tentoo has good reason to fear such failure, Tentoo shall be entitled, after giving written notice, to suspend further performance of the Agreement in whole or in part or to rescind the Agreement. If the Hirer makes use of multiple services of Tentoo (or of a company affiliated to it), Tentoo shall also be entitled to suspend performance of those other agreements until the Hirer has fulfilled his obligations to Tentoo, or to rescind the agreements.
3. Moreover, Tentoo shall also be entitled to dissolve the Agreement if circumstances arise of such nature that implementation of the Agreement is impossible or if other circumstances arise of such nature that the unaltered maintenance of the Agreement cannot reasonably be required of Tentoo.
4. If the Agreement is dissolved, the claims of Tentoo against the Hirer shall become immediately due and payable. If Tentoo suspends fulfilment of its obligations, it will retain its claims under the law and/or the Agreement.
5. If Tentoo proceeds with suspension, dissolution and/or termination it shall not be liable in any way whatsoever for compensation of losses and costs incurred as a result.
6. The Hirer is not entitled to temporarily or partially suspend the Employee's employment, unless the parties have agreed to this in writing and/or in the event of force majeure within the meaning of Section 6:75 of the Dutch Civil Code.
7. In the event of non-performance by the Hirer of its (payment) obligations towards Tentoo, the Hirer shall provide security upon first request from Tentoo in a manner to be determined by Tentoo.
8. If the suspension, dissolution and/or termination is attributable to the Hirer, Tentoo shall be entitled to compensation for the damage, including the costs, incurred directly and indirectly as a result.

Article 5 Employee selection

1. Before commencement of the Assignment, to fill the vacancy of the Hirer, the Hirer shall provide Tentoo with the necessary information, including – but not limited to – a job description, job requirements, working hours, workplace, working conditions and the intended duration of the Assignment.
2. Tentoo will decide which (potential) Employee it will propose to the Hirer for the purpose of carrying out the Assignment based on the information provided by the Hirer and the qualities, knowledge and skills of the (potential) Employee who is eligible for Posting, as known to it. The Hirer has the right to reject the proposed (potential) Employee, as a result of which the Posting of the proposed (potential) Employee will not take place.
3. Tentoo is required to make every effort to carry out the Assignment properly.
4. Tentoo shall not be guilty of any attributable failure and shall not be liable for any compensation towards the Hirer in the event that the vacancy is not filled. Tentoo accepts no liability for defects in the Posting.

Article 6 The Posting

1. The supplemental conditions under which the Employee is made available to the Hirer will be agreed upon in the Agreement and the (individual) Assignment confirmation(s).
2. The Hirer will employ the Employee in accordance with the provisions of the Agreement and the Assignment confirmation. Deviation from this is only possible if and insofar as Tentoo and Employee have agreed to this deviation in writing and in advance.

Article 7 Replacement and availability of the Employee

1. Tentoo shall not be accountable to the Hirer and shall not be liable to pay any damages or costs to the Hirer, if for any reason whatsoever Tentoo cannot or can no longer post an Employee in the manner agreed upon in the Assignment confirmation.
2. Tentoo shall not fail imputably and shall not be liable for compensation towards the Hirer in the event that Tentoo fails to provide a replacement.

Article 8 Job and remuneration Employee

1. Before commencement of the Assignment, the Hirer shall provide Tentoo with the description of the position to be held by the Employee, the collective bargaining agreement/equivalent remuneration scheme applicable at the Hirer, the corresponding grading and the applicable pension scheme.
2. The Hirer is obliged to promptly and proactively notify Tentoo of any interim changes in relation to the data in paragraph 1 of this article and any periodic increases and/or initial wage increases. However, Tentoo is entitled, of its own accord, to adjust the relevant collective agreement/own remuneration scheme, the corresponding grading and/or the applicable pension scheme if it discovers that a change has occurred. This does not release the Hirer from its obligations referred to in the first paragraph.
3. The Employee's remuneration, including any surcharges and expense allowances, will be determined in accordance with the applicable collective agreement/economic remuneration scheme, based on the grading and job description provided by the Hirer. Surcharges, cost allowances and/or additional remuneration (such as but not limited to year-end bonuses) will be invoiced to the Hirer at the agreed Factor and increased by any surcharge percentage, unless agreed otherwise.
4. If at any time it appears that the job description and corresponding grading do not correspond to the position actually performed by the Employee, the Hirer will promptly inform Tentoo of the correct job description and corresponding grading. The Employee's remuneration will be readjusted based on the new job description. If the adjustment results in higher remuneration, Tentoo is obliged to correct the remuneration (with retroactive effect). Recipient will owe the corrected rate (with retroactive effect) to Tentoo. Tentoo is entitled to correct and charge the consequently increased Factor (retroactively) to the Hirer. Tentoo is also entitled to bill the Hirer for any negative credit that may arise at Employee as a result.
5. The Hirer is responsible vis-à-vis Tentoo for the accuracy and clarity of the job description, the collective bargaining agreement (CAO)/self-employment benefit scheme applicable at the Hirer, the corresponding salary scale, including any applicable period-linked salary increments and/or initial salary increases and the applicable pension scheme. Any incompleteness or inaccuracy in the information provided by the Hirer concerning the correct terms and conditions of employment and classification will constitute a breach of contract or an attributable failure on the part of the Hirer towards Tentoo.
6. If Tentoo receives a wage claim from Employee in the context of incorrect grading and/or remuneration, the Hirer is obliged to provide the necessary information to resolve the dispute. If the Hirer does not provide the necessary information (in a timely manner) and does not cooperate in gathering the necessary evidence, Tentoo is entitled to resolve the dispute at its own discretion and to charge the related costs to the Hirer.

Article 9 Working hours, working times, company closures, compulsory days off and strikes

1. The Employee's working hours, working times and rest periods are the same as the usual times and hours at the Hirer's company. The Hirer guarantees that the working hours and the rest and working times of the Employee meet the legal requirements. The Hirer will ensure that the Employee does not exceed the legally permitted working times and the agreed upon scope of work.
2. The Hirer is required to register the Employee's hours and to submit them to Tentoo.
3. The Hirer will ensure that time sheets are correct and complete and is required to ensure, or have others ensure, that the details of the Employee included therein are stated correctly and truthfully, such as: the Employee's name, the number of hours worked, overtime hours, irregular hours and shift hours, the other hours for which the Conversion Factor is payable pursuant to these general terms and conditions, assignments and/or other agreements, any additional pay and any costs actually incurred.
4. The Employee's holidays and leave will be arranged in accordance with the law and the CLA and will be determined in consultation between the Employee, the Hirer and Tentoo.
5. The Hirer shall inform Tentoo prior to the Assignment, and in the event of changes, with regard to any company closures and collective mandatory days off during the term of the Assignment.
6. The Hirer shall not deploy the Employee to carry out work at its own company or business or the part thereof in which a strike, lockout or sit-in is taking place.
7. The Hirer shall indemnify Tentoo against all damage suffered by Tentoo in the event of a breach or non-performance of this article by the Hirer.
8. If the Hirer does not allow the Employee to carry out the agreed upon work, on the understanding that the Employee has reported in accordance with the agreements regarding the time and location, these hours will be invoiced to the Hirer multiplied by the Conversion Factor.
9. In the case of an on-call contract pursuant to Section 7:628a of the Dutch Civil Code and if the Hirer fully or partially withdraws the call for work to be carried out or changes the times within four days before the start of the work, the Employee shall be entitled to the salary to which he would have been entitled if he had carried out the work in accordance with the call. These hours will be invoiced to the Hirer multiplied by the Factor.

Article 10 Working conditions and good management and supervision

1. The Hirer is responsible towards the Employee and Tentoo for compliance with the obligations arising from Section 7:658 of the Dutch Civil Code, the Working Conditions Act [Arbeidsomstandigheden Wet] and the associated regulations in the field of safety at work and good working conditions in general. The Hirer declares to be familiar with the fact that he is considered a material employer pursuant to the Working Conditions Act.
2. The Hirer will, with respect to the Employee in the exercise of management and supervision, as well as with respect to the performance of the work, take such measures and give such instructions as are reasonably necessary to prevent the Employee from suffering damage in the performance of his work. The Hirer will conduct himself in the same careful manner as he is obligated to do with respect to his own employees.
3. The Hirer is required to provide written information to the Employee and Tentoo in good time, and in any case within one working day prior to the commencement of the work, with regard to the required professional qualifications and the specific characteristics of the job to be filled. The Hirer shall actively inform the Employee about the Risk Inventory and Evaluation (RI&E) used within his company.
4. If the Hirer's business requires the Employee to have certain necessities, such as a certificate of good conduct or personal protective equipment, these will be provided by the Hirer to the extent possible. If the supplies are provided by Tentoo, it is entitled to charge the costs associated with this to the Hirer.
5. If the Employee suffers an occupational accident at work or develops an occupational illness, the Hirer shall, if required by law, notify the competent authorities promptly and ensure that a written report is drawn up without delay. The report shall record the circumstances of the occupational accident or illness in such a way that it can be determined with a reasonable degree of certainty whether and to what extent the occupational accident or illness was caused by the fact that insufficient measures were taken to prevent the occupational accident or illness. The Hirer shall inform Tentoo as soon as possible regarding the occupational accident or illness and shall submit a copy of the report drawn up.

Article 11 Liability

1. If the Hirer fails to fulfil one or more obligations arising from the Agreement or from these general terms and conditions towards Tentoo or the Employee, the Hirer shall be liable to compensate Tentoo for any loss suffered by Tentoo directly or indirectly as a result of such a failure, without a notice of default being required.
2. The damage referred to in paragraph 1 shall also include all costs related to this damage incurred by Tentoo,

- including the costs of legal assistance.
3. The Hirer shall compensate the Employee for all damages that the Employee suffers or causes in the performance of his duties, if and insofar as the Hirer is liable for such damage pursuant to Section 7:658 and/or Section 7:611 and/or Section 6:162 of the Dutch Civil Code. The Hirer shall compensate the Employee for the damage he suffers in the event that an item belonging to him, which was used in the context of the assigned work, is damaged or destroyed.
 4. Tentoo is not liable for any damage inflicted by the Employee while they are made available to the Hirer. The Hirer indemnifies Tentoo for any damage caused by or to the Employee, the Hirer or to third parties or their property. Tentoo is also not liable for the quality of the work carried out by the Employee. Objections and/or complaints regarding the implementation of the Assignment or the (quality of the) performance delivered by the Employee shall not suspend the Hirer's payment obligation.
 5. The provisions of this article do not in any way affect the right of Tentoo to bring other claims against the Hirer, including the claim for performance, or the right of Tentoo to take other legal action such as an invocation of dissolution or a claim for damages.
 6. The Hirer shall, to the extent possible, take out adequate insurance against liability pursuant to the provisions of this article. At Tentoo's request, the Hirer will provide proof of insurance.

Article 12 Hiring and secondment

1. Unless the parties have agreed otherwise in writing, the Hirer is not permitted to hire the Employee from Tentoo and second the Employee to a third party. Within the meaning of a third party shall also be understood any person or legal entity with which the Hirer is affiliated in a group. If the parties have agreed otherwise in writing, paragraphs 2 to 5 of this article shall apply.
2. The Hirer is required to agree in writing with the third party, prior to the secondment, that:
 - a. The Employee is being made available to third parties to carry out work under their management and supervision.
 - b. The third party will keep records of man-hours.
 - c. The third party will provide the Employee with the correct information regarding the nature of the work and related safety aspects so that the Employee receives a correct risk inventory and evaluation of the workplace.
3. The Hirer is and will at all times remain responsible for correctly determining the Employee's gross hourly wage and other allowances that are at least equal to the wage and allowances awarded to employees working in equivalent positions in the employment of the third party or according to the CLA that would apply if the third party-hirer would employ these Employees itself. All of this in conformance with Section 8 and 8a of the Workforce Allocation Act [WAADI].
4. If it turns out (afterwards) that the correct terms of employment have not been applied to the Employee, the Employer will still be required to apply the correct terms of employment retroactively. All costs associated with this shall be charged to the Hirer.
5. If the third party, the Employee or any other third party holds the Employer liable in the context of the secondment, Tentoo and the Hirer undertake, now for then, to end and avoid uncertainty and/or disputes about what applies in law between Tentoo and the Hirer, towards each other, to the stipulation that the Hirer indemnifies the Employer against all claims against the Employer arising from the secondment, including those of the third party, the Employee or any other third party, which stipulation is also intended to apply insofar as it deviates from the pre-existing legal position.

Article 13 Offering employment contracts, Hiring Agreements and Posting abroad

1. Tentoo is free in its choice of whether or not to enter into an agreement with the Employee and/or the Hirer. There is therefore no obligation on Tentoo to deliver to the Hirer. In the event that Tentoo refuses the Posting of an Employee or if, after the Temporary Employment Agreement and/or Payroll Agreement have ended, the Hirer continues the Temporary Employment Agreement and/or Payroll Agreement without notifying Tentoo before the start of the extension and the Hirer nevertheless has (had) the work carried out, a direct agreement will be concluded between the Hirer and the Employee, which may constitute an employment agreement within the meaning of Section 7:610 of the Dutch Civil Code. If Employee claims a Payroll Agreement and/or Temporary Agreement with Tentoo, any risks and/or costs during the Temporary Agreement and/or Payroll Agreement - such as but not limited to costs during Employee's incapacity for work - are for the account and risk of the Hirer.
2. Direct agreements between the Employee and the Hirer are never permitted and are not binding for Tentoo in any way. Tentoo is not liable for any obligations that the Employee and the Hirer may have entered into between themselves or with third parties other than with the express written consent of Tentoo.

3. Tentoo has the right to make acceptance of an Assignment subject to the payment by the Hirer to Tentoo of an advance payment to be determined by Tentoo.
4. Tentoo has the right to make the provision of Employees subject to a payment limit, in other words, an Assignment that exceeds the payment limit will not be accepted or processed until the amount to be paid has been paid.
5. The Employee does not have the right to carry out work abroad without the written permission of Tentoo.
6. If the Hirer fails to comply with the provisions of paragraph 5 of this article, Tentoo shall be entitled to recover from the Hirer any resulting damage and/or fines.

Article 14 Factor

1. Tentoo will apply a Factor to the hours worked by the Employee and/or (if that number is greater) to the hours to which Tentoo is entitled based on the general terms and conditions, instructions and/or other agreements and/or the surcharges (Factor) and reimbursements of expenses payable by Tentoo to the Employee. All amounts charged shall be increased by the VAT owed.
2. Tentoo has the right to adjust the Factor during the term of the Assignment if the costs for Tentoo also increase, for instance as a result of a change in the CLA and/or the own remuneration scheme and/or legislation and regulations and/or an (initial) wage increase of the Employee. Tentoo shall inform the Hirer of this in writing and as soon as possible.
3. If, based on the applicable CLA and/or own remuneration scheme and/or the laws and regulations, Tentoo is required to adjust the Employee's remuneration retroactively, Tentoo shall have the right to retroactively invoice the Hirer for the resulting increased Factor.
4. If a change occurs in the Netherlands of a general, social and/or economic nature such that Tentoo and the Hirer can no longer reasonably be considered to be bound by the provisions with regard to remuneration, Tentoo and the Hirer will discuss the changes to be made during the term of the Agreement.
5. Tentoo has the right at all times to amend the Factor (during the Agreement). Tentoo shall notify the Hirer of its intention to modify the Factor. Tentoo will also state the amount of the adjustment and the date on which it will take effect.

Article 15 Invoicing

1. Tentoo will invoice the Hirer based on the hourly statement/time sheet and/or surcharges and/or cost reimbursements entered by the Hirer and/or Employee in Tentoo's web application, Pay4me. If and insofar as the Employee disputes the data provided in the timesheet/time sheet, Tentoo is entitled to determine the hours and costs in accordance with the Employee's statement, unless the Hirer can prove that the data provided by him are correct.
2. The Hirer is entitled to outsource the hourly declaration/time sheet in Pay4me to the Employee. Pay4me has an approval function for the Hirer in this respect. Outsourcing the input in Pay4me does not relieve the Hirer of its obligations as referred to in these general conditions.
3. Tentoo is entitled to invoice the Hirer for costs relating to the Hirer's payment obligations arising from the provisions of the Assignment and/or Hiring Agreement and/or these general terms and conditions and/or the applicable collective bargaining agreement/own remuneration scheme and/or laws and regulations, but which are not related to an hourly declaration entered in Pay4me.
4. Tentoo offers the option of payment by direct debit. The Hirer provides an 'authorization continuous SEPA direct debit' if she wishes to use this option. By signing this authorisation, the Hirer grants an authorisation for direct debit for all amounts due under this Agreement. Payment shall be made by direct debit on 3 days after the invoice date. The Hirer is obliged to maintain a sufficient balance in the account in question so that the amounts due can actually be debited by direct debit. The Hirer undertakes to refrain from reversing, reversing or otherwise reversing direct debits by Tentoo. If, in spite of the foregoing, the Hirer proceeds to revoke, reverse or cancel a direct debit payment by Tentoo, it will be in default and obliged to compensate all losses incurred by Tentoo as a result. The parties will also assume that a ground for annulment exists and Tentoo will then be entitled to annul the Agreement with retroactive effect and to reclaim the payments made by it to Employees and/or the Tax Authorities as undue payments.

Article 16 Payment term and consequences of late payment

1. Unless the parties have agreed otherwise in writing, the Hirer is required at all times to pay the invoice submitted by Tentoo in respect of the services provided by Tentoo within fourteen calendar days of the invoice date.
2. Only payments made by the Hirer to Tentoo itself will relieve the Hirer of this obligation. Payments made to third parties, including the Employee, are non-binding and can never constitute grounds for debt reduction or

- settlement.
3. The Hirer shall not have the right to settlement, set off, offset or suspend any payment obligation.
 4. If a Tentoo invoice sent to the Hirer is not paid (or not paid in full) before the end of the term of payment, the Hirer shall be in default by operation of law from that moment with no notice of default being required.
 5. In the event of late and/or incomplete payment, the Hirer shall receive a written reminder. If full payment has not been received within seven calendar days of the date of the reminder, the Hirer shall owe €15 in administrative costs per invoice. If full payment is not received within twenty-one days of the date of the reminder, the Hirer shall owe a 2% penalty and the statutory commercial interest on the outstanding invoice amount.
 6. The copy of the invoice sent to the Hirer by Tentoo shall serve as full proof of the administrative costs, penalty and interest being due, as well as of the moment at which the interest begins to accrue.
 7. Complaints relating to an invoice pursuant to Section 6:89 of the Dutch Civil Code must be submitted in writing to Tentoo within 7 calendar days of the invoice date, whereby the burden of proof of timely submission rests with the Hirer.
 8. A timely invocation of the right of claim referred to in paragraph 7 of this article shall not suspend the Hirer's payment obligations, nor shall it create a right of offset for the Hirer.
 9. All collection costs, including the full costs of legal assistance, both in and out of court, shall be borne entirely by the Hirer. The fee in respect of extrajudicial costs shall be fixed at 15% of the principal amount owed including interest, with a minimum of €500 per claim. This fee shall always be charged and payable by the Hirer, without any further proof being required, as soon as legal assistance is called in by Tentoo or the claim has been passed on for collection by Tentoo.

Article 17 Obligations regarding the Employee's identity

1. Tentoo outsources the identification and verification of the Employee who works for Hirer based on the Agreement between the Hirer and Tentoo to the Hirer. The Hirer accepts this and will ensure that, before commencing the work, the identity of the Employee is checked, including with regard to the aspect of mistaken identity.
2. The Hirer is required to provide Tentoo (or have Tentoo provided) with a clearly legible copy of a valid identity document belonging to the Employee (provided by the Employee) at the start of the work and, if applicable, the work permit.
3. The Hirer to whom the Employee is made available by Tentoo will verify and establish the Employee's identity in accordance with the applicable laws and regulations, including but not limited to the Foreign Nationals (Employment) Act [Wet arbeid vreemdelingen, Wav], the Wage Tax Act [Wet op de loonbelasting] and the Compulsory Identification Act [Wet op de identificatieplicht]. The Hirer shall also comply with the administrative and custody obligations incumbent upon it in this respect.
4. With regard to foreign nationals, the Hirer expressly states that it is familiar with the Wav, which includes the requirement that, upon commencement of employment by a foreign national, the Hirer must receive from the foreign national a copy of the document referred to in Section 1(1) to (3) of the Compulsory Identification Act. The Hirer is responsible for a careful check of this document, establishes the identity of the foreign national on the basis of the document and includes a copy of the document in its records. Tentoo shall not be responsible or liable for any fine imposed on the Hirer under the terms of the Wav.
5. The Hirer will allow Tentoo or Tentoo's certification body to check the above procedure on-site on a random basis.
6. Tentoo is not responsible or liable for any fine imposed on the Hirer under the Wav if the Hirer fails to comply with its obligations under the Wav.

Article 18 Processing of personal data

1. The Hirer explicitly declares to be familiar with the applicable laws and regulations concerning the processing of personal data. Tentoo and the Hirer will enable each other to comply with the aforementioned legislation.
2. In any case, the Hirer shall only use the personal data obtained through Tentoo for the purpose for which they were obtained, shall not retain the data for any longer than permitted under the law and shall ensure adequate security of this personal data.
3. The Hirer is required to retain all administrative records, invoices, time sheets and all other documents relating to Tentoo's remuneration for 5 years after the termination of the respective remuneration.

Article 19 Intellectual property rights

1. Employer hereby relinquishes and transfers to The Hirer full ownership of all industrial and intellectual property rights that Employer, as an Employer, may have acquired by operation of law from or via Employee

with regard to the actual performance of the work of Employee carried out on the instructions of The Hirer. If a further instrument is required for the correct transfer then Employer undertakes, at the first request of The Hirer, to cooperate in the transfer of the industrial and intellectual property rights to The Hirer in an appropriate instrument for that purpose that will be drawn up and executed by, and under the responsibility of, and at the expense of The Hirer. Employer hereby irrevocably authorizes The Hirer to draw up such an instrument and to also sign it on behalf of Employer, without prejudice to the obligation of Employer to cooperate in the transfer of these rights at the first request of The Hirer and without being authorized to impose any conditions.

2. The Hirer is responsible for the correct transfer of the industrial and intellectual property rights to itself. Employer has a passive role in this. The Hirer is obliged vis-à-vis Employee and Employer to strictly comply with the laws and regulations in the context of intellectual property, including the Dutch Copyright Act (Auteurswet) and related laws and regulations, and to correctly inform Employer of any payment which, in addition to the remuneration for the work performed, may be due pursuant to the Dutch Copyright Act or related laws and/or regulations. The Hirer indemnifies Employer against any claims of Employee in the context of intellectual property rights. If Employer is sued directly by Employee in the context of intellectual property rights in relation to the remunerated work performed by Employee in the employ of Employer, then The Hirer will compensate Employer for all damage and costs incurred, including any additional gross remuneration to be paid by Employer to Employee and the commission and sales tax to be calculated in this respect, as well as all costs of legal assistance and any orders to pay costs and penalties.

Article 20 Confidentiality

1. Tentoo and Hirer shall observe strict confidentiality with respect to all information that has come to their knowledge in the context of the performance of the Agreement and of which they know or can reasonably suspect the confidential nature, unless disclosure is permitted or disclosure is compelled by law or a court.
2. Unless prior written permission has been granted by Tentoo, the Hirer shall not disclose or display the contents of reports, advice or other (written) statements by Tentoo that have not been drawn up or made with the intention of providing third parties with that information.
3. At the request of the Hirer, Tentoo will oblige the Employee to observe confidentiality with regard to everything that becomes known or known to the Employee during the performance of the work, unless the Employee has a statutory duty of disclosure.
4. The Hirer is free to impose confidentiality on the Employee directly. The Hirer will inform Tentoo of its intention to do so and will provide Tentoo with a copy of the declaration agreement drawn up in this regard.
5. Tentoo shall not be liable for any fine, penalty or any loss incurred by the Hirer as a result of Employee's breach of a duty of confidentiality.

Article 21 Prohibited distinction

1. To prevent prohibited distinctions from being made, particularly on the basis of religion, philosophy of life, political persuasion, gender, race, nationality, heterosexual or homosexual orientation, marital status, handicap, chronic illness, age or any other grounds, the Hirer shall not be able to make any non-functional demands when providing the information regarding the work to be assigned, nor shall Tentoo take them into consideration. The Hirer indemnifies Tentoo against any consequences of an unlawful distinction made by him.

Article 22 Rights of the Employee

1. The Hirer expressly declares to be familiar with Section 8, Section 8a, Section 8b and Section 8c of the Workforce Allocation Act. The Hirer is required to comply with these provisions.
2. The Hirer expressly declares to be familiar with Section 10 of the Workforce Allocation Act. The Hirer is required to comply with this provision and to inform Tentoo fully and in good time of the intention, commencement, continuation or termination of trade union-organised or unorganised collective actions, including but not limited to a strike, lockout or sit-down strike. In the performance of its supervision and management of the Employee, The Hirer shall expressly not provide any assignments to the Employee that would violate Section 10 of the Workforce Allocation Act [WAADI]. Such as, but not limited to, having the Employee carry out work that is normally carried out by employees who are currently participating in the collective actions.
3. The Hirer is familiar with the Whistleblowers' Act [Wet huis voor Klokkeluidersr] and guarantees that the Employee will have access to the whistleblowers' scheme in the same way as the Hirer's own staff if the Hirer has such a scheme in place or the scheme applies to him.
4. If the Hirer has a complaints procedure concerning the treatment of employees, the Hirer shall ensure that the Employee has access to this complaints procedure in the same way as the Hirer's own staff. These are only

complaints that do not concern the employment agency. All this, insofar as there are no legal obligations to the contrary.

5. The Hirer is required to give the Employee, who is a member of the Works Council of Tentoo or of the Works Council of the Hirer, the opportunity to exercise these co-determination rights in accordance with the law and regulations.
6. If the Employee exercises employee participation in the Hirer's company, the Hirer will also owe the Hiring Fee for the hours during which the Employee carries out work or follows training in connection with the exercise of the employee participation during working hours.

Article 23 Applications and digital time registration

1. The Hirer is required to use the login codes for the applications provided by Tentoo only personally and to keep these login codes secret from third parties.
2. Tentoo and the Hirer have agreed that digital time sheets (Pay4me) will be used to pay the Employee. Pay4me offers the option to have the Hirer and/or the Employee enter the hours worked, holidays, additional pay and/or (expense) allowances. Pay4me also has a digital approval function for entered hours, additional pay and/or (expense) allowances. The Hirer is free to arrange the various input and approval options.
3. Tentoo explicitly reserves the right to reject the input in the digital time registration.
4. Tentoo shall not be liable for any damage resulting from the use of the application(s) of Tentoo, the website(s) of Tentoo and/or the website(s) connected to the website(s) of Tentoo. Tentoo is not liable for damage arising from the use of services and/or information of third parties that are offered on the website(s) of Tentoo. Tentoo is not liable for damage resulting from the use of electronic means of communication with its website(s) and/or application(s), including – but not limited to – damage resulting from failure or delay in delivery of electronic messages, interception or manipulation of electronic messages by third parties or by software/hardware used for electronic communication and transmission of viruses. These limitations of liability do not apply if the damage is the result of intent or gross negligence on the part of Tentoo.

Article 24 Obligations under the Temporary Employment Agreement

1. A Temporary Employment Agreement between Tentoo and the Employee will be formed based on the applicable CLA for Temporary Employees.
2. The Hirer shall have a purchase obligation for the full duration and scope of the Temporary Employment Agreement. This purchase obligation and the resulting payment obligations only end when Tentoo has legally terminated the Temporary Employment Agreement with the Employee. For as long as a Temporary Employment Agreement continues between Tentoo and the Employee, the associated purchase obligation will remain in place, including during and after periods in which the Employee has carried out replacement work offered by Tentoo.
3. The aforementioned purchase obligation shall also apply to the hours in respect of which the legal presumption pursuant to Section 7:610b of the Dutch Civil Code applies. Even if Tentoo is required to make the Employee an offer for a permanent job pursuant to the provisions of Section 7:628a of the Dutch Civil Code, the Hirer is under a purchase obligation in respect of these hours.
4. At such time as the temporary work ceases during the term of a Temporary Employment Agreement without an Agency clause because the Posting is terminated, the Hirer and Pay for People undertake to make efforts to offer the Employee alternative work.
5. If the Employee accepts the suitable alternative work, the payment obligation of the Hirer to Pay for People shall lapse to the extent and for as long as this alternative work continues and to the extent that the scope of this alternative work and the amount of the Conversion Factor equals the scope of the Temporary Employment Agreement. The requirement shall revive if the placement of the Employee ends before the end of the term of the Temporary Employment Agreement.
6. Unless agreed upon otherwise in writing, Tentoo shall continue to charge the Employee, even after the end of the Posting, in the context of its obligation to continue to pay wages, 100% of the hourly wage multiplied by the Conversion Factor agreed upon in the Collective Hiring Agreement for the full term and scope of the Temporary Employment Agreement to the Hirer until the Temporary Employment Agreement is duly ended.
7. Tentoo will pass on to the Hirer 100% of the costs of a transition payment or severance payment and any other costs necessarily incurred by Tentoo to terminate the employment, multiplied by the Factor agreed upon in the Collective Hiring Agreement, unless agreed upon otherwise in the Agreement for the relevant Temporary Employment Agreement.
8. If a Temporary Employment Agreement is not continued on the initiative of the Hirer, the Hirer shall, in

principle, owe the transition payment. If and insofar as Tentoo succeeds in mediating the Employee to another Recipient, Tentoo may not (yet) pass on to the Recipient the transition payment originally owed. If the new (successive) Temporary Employment Agreement subsequently ends at Tentoo's initiative and a transition payment is owed to the Employee, Tentoo will be entitled to pass on the transition payment to the Hirer for the period that the Employee accrued employment history via the Hirer, unless the Hirer has already paid the transition payment in respect of that period.

9. Unless agreed upon otherwise in writing, Tentoo will charge on to the Hirer 100% of the hours that the Employee was unable to work due to, among other things, unforeseen (weather) conditions, a strike, the withdrawal or amendment of a call pursuant to Section 7:628a or other statutory and/or CLA provisions entitling the Employee to payment of salary and/or allowances.

Article 25 Obligations under the Payroll Agreement

1. A Payroll Agreement between Tentoo and the Employee will be formed based on the applicable CLA of the relevant Hirer and Book 7 of the Dutch Civil Code.
2. The Hirer shall have a purchase obligation for the full duration and scope of the Payroll Agreement. This purchase obligation and the resulting payment obligations only end when Tentoo has legally terminated the Payroll Agreement with the Employee. For as long as a Temporary Employment Agreement continues between Tentoo and the Employee, the associated purchase obligation will remain in place, including during and after periods in which the Employee has carried out replacement work offered by Tentoo.
3. The aforementioned purchase obligation shall also apply to the hours in respect of which the legal presumption pursuant to Section 7:610b of the Dutch Civil Code applies. Even if Tentoo is required to make the Employee an offer of a fixed number of hours of work pursuant to the provisions of Section 7:628a of the Dutch Civil Code, the Hirer is under an obligation to purchase these hours.
4. If, during the term of a Payroll Agreement, work ceases because the Posting is terminated, the Hirer and Tentoo undertake to make every effort to offer the Employee alternative work.
5. If the Employee accepts suitable alternative work, the Hirer's payment obligation to Tentoo will lapse insofar as and for as long as this replacement work continues and insofar as the scope of this replacement work and the amount of the Conversion Factor equals the scope of the Payroll Agreement. The obligation is revived if the Employee's placement ends before the end of the Payroll Agreement.
6. Unless agreed upon otherwise in writing, Tentoo shall continue to charge the Employee, even after the end of the Posting, in the context of its obligation to continue to pay wages, 100% of the hourly wage multiplied by the factor agreed upon in the Collective Hiring Agreement for the full term and scope of the Payroll Agreement to the Hirer until the Payroll Agreement is duly ended.
7. The costs of a transition or termination payment and any other costs necessarily incurred by Tentoo in order to terminate the employment and/or costs as referred to in Article 7:674 of the Dutch Civil Code, Tentoo will pass on 100% multiplied by the factor as agreed in the Agreement for the full duration of the Payroll Agreement (also in the cases referred to in paragraph 5 of this article) to the Hirer, unless specified in the Agreement for the Payroll Agreement in question.
8. If a Payroll Agreement is not continued on the initiative of the Hirer, the Hirer shall in principle owe the Transition Payment. If and insofar as Tentoo succeeds in referring Employee to another Hirer, Tentoo may not (yet) pass on to the Hirer the transition payment originally owed. If the new (successive) Payroll Agreement subsequently ends at Tentoo's initiative and a transition payment is owed to the Employee, Tentoo will be entitled to pass on the transition payment to the Hirer for the period that the Employee accrued employment history via the Hirer, unless the Hirer has already paid the transition payment in respect of that period.
9. Unless agreed upon otherwise in writing, Tentoo will charge on to the Hirer 100% of the hours that the Employee was unable to work due to, among other things, unforeseen (weather) conditions, a strike or other statutory and/or CLA provisions entitling the Employee to payment of salary and/or allowances.

Article 26 Powers of Tentoo under the Temporary Employment Agreement and Payroll Agreement

1. Tentoo has the right at all times to contact the Employee with whom Tentoo has entered into a Temporary Employment Agreement and/or Payroll Agreement, with whom it intends to enter into a Temporary Employment Agreement and/or Payroll Agreement, or if the Temporary Employment Agreement and/or Payroll Agreement has already ended.

Article 27 Terms

1. Insofar as the Hirer and Tentoo have agreed, either in the Collective Hiring Agreement or during the implementation of the Collective Hiring Agreement, on a period of time within which Tentoo is to carry out

- the work, that period is indicative and does not constitute a firm deadline, unless explicitly agreed upon otherwise.
2. Failure to do so will never constitute a breach of Tentoo's obligations and will therefore not entitle the Hirer to claim compensation and/or dissolution of the Collective Hiring Agreement.
 3. Tentoo is not bound by deadlines that can no longer be met due to circumstances beyond its control that arose after the conclusion of the Collective Hiring Agreement. In the event of a risk of any deadline being exceeded, Tentoo and the Hirer shall enter into consultation as soon as possible.

Article 28 Tentoo certifications

1. Tentoo has a legitimate interest in retaining the various certifications it holds. The Hirer is required to provide all reasonable cooperation to achieve this, including the timely delivery of the necessary documentation.
2. If the Hirer does not comply with the provisions of paragraph 1 of this article, Tentoo shall be entitled to recover the resulting damage from the Hirer.
3. If and to the extent that an audit takes place at the Hirer and the Hirer requires data from Tentoo as a result of this audit, Tentoo is entitled to charge the Hirer for this.

Article 29 Prohibition on transfer of Tentoo staff

1. The Hirer is prohibited from having any of Tentoo's (former) internal staff carry out work for it, whether or not in a salaried capacity, without the prior written consent of Tentoo.
2. Former staff refers to any employee whose employment contract was terminated less than one year previously.
3. If the Hirer acts contrary to the provisions of the previous two paragraphs of this Article, it shall be liable to pay compensation amounting to five gross monthly salaries of the employee concerned.

Article 30 Amendments to the applicable CLA and relevant legislation and regulations

1. The legal relationship between the Hirer, Tentoo and/or the Employee is governed not only by these general terms and conditions, but also by the CLA applicable to the Hirer and the relevant legislation and regulations (and, in the case of a Temporary Employment Agreement, by the CLA for Temporary Employees).
2. If the applicable CLA or the relevant laws and regulations change during the term of the Collective Hiring Agreement, those changes shall apply to the Collective Hiring Agreement.

Article 31 Employees not permanently resident in the Netherlands

1. Tentoo has the option for Employees not permanently resident in the Netherlands to take out health insurance through Tentoo with HollandZorg. Employees can apply through Tentoo by completing the 'HollandZorg Authorization Form' and providing it to Tentoo. Tentoo will register Employee with HollandZorg and deduct the premium from Employee's salary to be determined annually.
2. If Employee does not receive salary in a relevant pay period, it is not possible for Tentoo to withhold the premium from Employee. Tentoo must deregister Employee from HollandZorg during that period to prevent Tentoo from still being invoiced for the premium. The Hirer is obliged to inform Tentoo of this in good time and in any event no later than three calendar weeks after the first day of the relevant pay period so that Tentoo can arrange for the deregistration with HollandZorg. If the Hirer fails to inform Tentoo of this (on time), Tentoo will be entitled to charge the costs to the Hirer.
3. If the Hirer provides accommodation for the Employee, the Hirer is obliged to ensure that such accommodation complies with current regulations at all times.

Article 32 Choice of law and other provisions

1. These general terms and conditions and all agreements between the Hirer and Tentoo are exclusively governed by Dutch law.
2. Claims of the Hirer arising from the Collective Hiring Agreement and/or Assignment with Tentoo are non-transferable within the meaning of Section 83(2) of Book 3 of the Dutch Civil Code.

II. ADDITIONAL PROVISIONS FOR INDEPENDENT CONTRACTORS

Article 33 Applicability of the articles of Chapter I of these general terms and conditions

1. By way of derogation from that which is stated in the opening sentence of the general terms and conditions, Articles 3, 5 till 9, 12, 14, 22, and 24 till 26 of these general terms and conditions do not apply to the services for Independent Contractors.
2. The other provisions of Chapter I, however, shall apply. Wherever the term 'Employee' is specified, this should be understood to mean 'Independent Contractor' and wherever the term 'Hirer' is specified, this should be

'Client'.

Article 34 Provisions of services for Independent Contractors

1. Tentoo can, at the request of the Client, act as the administration office of the Independent Contractor and Client.
2. The service consists of the provision by Tentoo of Pay4me and its contract of assignment which is based on a model agreement approved by the Tax Authorities – “no employer authority”. Tentoo will also take care of the invoicing and payment to Independent Contractor, all in accordance with the agreements as laid down in the assignment agreement.
3. Tentoo is entitled to change its fees at any time. Tentoo will give written notice of its intention to amend the fee payable to it. Tentoo shall state the amount of the adjusted rate and the date on which the change will take effect. If the Client and/or Independent Contractor does not accept the change in the rate notified by Tentoo, the Client and/or Independent Contractor is entitled to terminate the agreement in writing within seven working days of the said notification, or to cancel the assignment by the date stated in Tentoo's notification on which the change will take effect.

Article 35 Terms of Employment for Posted Workers in the European Union Act

1. The Intermediary shall inform the Independent Contractor regarding the reporting obligation as referred to in the Terms of Employment for Posted Workers in the European Union Act [Wet arbeidsvoorwaarden gedetacheerde werknemers, WagwEU] when a foreign Independent Contractor from the EEA or Switzerland comes to work temporarily in the Netherlands in the construction, cleaning, food industry, metal, healthcare, window cleaning, agriculture, horticulture and transport sectors.

Article 36 Responsibilities of the Client

1. Client shall be obliged to refrain from such conduct towards Independent Contractors which is or could create the impression that Independent Contractors are working under an employment contract and not on the basis of an assignment agreement.
2. If, through conduct (or failure to conduct) on the part of the Client, the Client assumes legal employer status and/or as a result of which Tentoo can be deemed to be a (temporary) employer within the meaning of Article 7:610, Article 7:690 or Article 7:692 of the Dutch Civil Code, the Client shall be fully liable for such conduct and the Client may not hold Tentoo liable for the consequences thereof. In the aforementioned case, the Client shall indemnify and hold Tentoo harmless against all claims by the Independent Contractor and/or third parties (such as the tax authorities, company funds, and the like, but expressly not limited to these).
3. The manner in which the Client and the Independent Contractor actually perform the work in practice is not clear and insufficiently visible to Tentoo as Tentoo is not present at the work location. Both the Independent Contractor and the Client are obliged to report directly to Tentoo if they believe that remuneration should take place via another employment relationship.
4. Tentoo is not liable for legal and/or factual acts entered into by the Independent and/or the Client with each other or with third parties.
5. If Independent Contractor and/or Client deem insurance desirable then it is up to Independent Contractor to ensure adequate insurance. Tentoo offers the opportunity to put the Independent Person in contact with a party that can provide this.
6. The Client is obliged vis-à-vis Tentoo and Independent Contractor to take such measures and provide such instructions that the Independent Contractor is instructed, protected and insured against danger to life, limb and property as may reasonably be required in connection with the nature of the work.

Article 37 Duration of the assignment and termination

1. The duration of the assignment on the basis of which Independent Contractor performs its services and/or work is determined independently by Independent in consultation with Client.
2. In the event of a dispute between the Independent Contractor and the Client regarding the duration and/or termination of the assignment, no party can ever claim compensation from Tentoo for any material or immaterial damage suffered. The parties indemnify Tentoo in this regard.

Article 38 Prohibition of transfer of rights and obligations

1. Without Tentoo's written consent, the Client and the Independent are not authorized to transfer rights and obligations arising from agreements with Tentoo.

2. Claims arising from agreements with Tentoo are non-transferable as referred to in Article 3:83(2) of the Dutch Civil Code.

III. ADDITIONAL PROVISIONS FOR FREELANCERS

Article 39 Applicability of the articles of Chapter I and II of these general terms and conditions

1. The articles mentioned in Article 33, which are not applicable to the Services for the Independent Contractors, are also not applicable to the services for Freelancers. In addition, Articles 34 and 35 of these general terms and conditions do not apply to the Services for Freelancers.
2. The other provisions of Chapter I and II, however, shall apply. Wherever the term 'Employee' is specified, this should be understood to mean 'Freelancer'.

Article 40 Additional definitions

1. Tentoo DC&C: The Amsterdam-based private company with limited liability Tentoo Directors Cast & Crew B.V., which acts as a fictitious employer of Freelancer in the case of the fictitious employment [fictieve dienstbetrekking gelijkgesteld].
2. Allstaff B.V.: The private company with limited liability Allstaff B.V., established in Amsterdam, which acts as fictitious employer of Freelancer in the case of opting-in [Pseudo-werknemers opting-in].
3. Assignment to provide services/work sheet/assignment: The completed, itemized statement of work, signed by both Freelancer and client, in the context of which Tentoo provides its services and which forms the basis for Tentoo to proceed with payment and invoicing.

Article 41 Acceptance agreements and assignments

1. Tentoo is at all times free to refuse an agreement/work order/assignment offered to it. There is therefore no duty of acceptance on the part of Tentoo towards Freelancer and/or Client. Tentoo only acts as contracting party after express and written acceptance of an agreement (job sheet) or by fulfilling the provisions of the agreement. Freelancer cannot derive any rights from a job sheet or approved hours that are not (also) signed for approval by the Client.
2. Without prejudice to the provisions in paragraph 1 of this article, Tentoo is authorised and entitled vis-à-vis both Client and Freelancer to refuse to execute, suspend acceptance of or refuse (further) execution of an agreement or job sheet offered to it if:
 - a. the job sheet is attributable to work already performed before the job sheet is received by Tentoo for remuneration;
 - b. the amount declared on the job sheet exceeds €4,500;
 - c. the total of the invoices declared by Tentoo but not yet paid by the Client exceeds €5,000;
 - d. the Client is located abroad and/or the work took place abroad
 - e. The Client has not shown good payment behaviour in the (recent) past; and/or
 - f. Tentoo has good reason to fear for any other reason that the Client will not comply or will not comply on time with its payment obligation(s) to Tentoo.
3. In such cases, Tentoo is fully entitled to make acceptance of the assignment or performance of its work conditional on the payment by the Client to Tentoo of an advance payment to be determined by Tentoo. Tentoo will also deviate from the standard rate in such cases and may charge a higher percentage, at Tentoo's discretion. The foregoing also applies if it becomes apparent that Freelancer has incorrectly entered the Client's details on the job sheet and/or it is established that the person who signed the job sheet is not authorised to enter into agreements for or on behalf of the Client or did not have sufficient authority to do so.
4. Freelancer is entitled, to the extent permitted by law, to the performance to be provided by Tentoo if and to the extent that the Client has fully complied with its obligations to Tentoo.
5. Tentoo is entitled to make the processing of assignments subject to a payment space limit, i.e. assignments that exceed the payment space limit will only be accepted or processed if and insofar as the amount to be remunerated has been paid. Unless otherwise agreed, the standard payment limit is €5,000.
6. In the event that Tentoo refuses a payroll assignment but the Client nevertheless has the work performed or has already had the work performed, a direct agreement is formed between the Client and Freelancer in the matter. Tentoo does not enter into the agreement in such a case, which implies that it does not perform its services/work in relation to the work sheet in question.
7. Both Client and Freelancer, when making a remuneration request to Tentoo, are obliged to inform Tentoo of all relevant facts and circumstances that could potentially be of importance to Tentoo in assessing whether or not it will accept a remuneration assignment. If the Client and Freelancer fail to do so, they themselves are

- responsible for any resulting loss or consequential loss and Tentoo disclaims all liability.
8. Work that takes place or is performed abroad by Freelancer will in principle not be remunerated by Tentoo.
 9. Freelancer is obliged at all times to ensure that Tentoo is promptly provided with a copy of a valid passport or identity card showing that Freelancer is entitled to perform work in the Netherlands. If Tentoo is not in possession of a copy of Freelancer's valid passport or identity card at the time of Freelancer's remuneration, Tentoo is entitled to suspend payment to Freelancer until Freelancer has complied with this obligation to Tentoo. Suspension for the reason referred to here can never result in an obligation for Tentoo to compensate Freelancer and/or Client.

Article 42 Invoicing

1. Tentoo's invoices are issued on the basis of the order to provide services (job sheet) completed and signed (digitally) by both the Client and Freelancer. Freelancer cannot derive any rights from a job sheet/order to provide services that has not also been signed for approval by the Client, nor is Tentoo obliged to remunerate a job sheet that has not been fully signed for approval.
2. The agreements made between Freelancer and Client must be in accordance with applicable laws and regulations. In the event that the arrangements made between Freelancer and Client are not in accordance therewith, Freelancer and Client grant Tentoo the irrevocable authority, now for then, to bring the arrangements into accordance therewith. In the event that Tentoo proceeds to do so, the agreements amended by Tentoo will be deemed to be an order for services (job sheet) approved by both Freelancer and Client and the Client will be invoiced on that basis. The Client is in that case fully obliged to pay that invoice to Tentoo.
3. All legally or contractually owed payment obligations directly or indirectly arising from the Agreement shall be for the account of the Client, even if not contractually stipulated or laid down (in the job sheet). The relevant obligations will be charged to the Client by Tentoo plus the VAT payable and a fee from its tariff.
4. The Client and Freelancer shall ensure that the assignment to provide services or the separately specified agreement is fully and correctly completed with regard to the agreed fee, expense allowance and time sheet, as well as that it is subsequently submitted to Tentoo on time or as soon as possible.
5. In the unlikely event that the statement to Tentoo is incorrect or incomplete, the Client and Freelancer must take primary responsibility for its correction. If the statement has already been completed by Tentoo, Tentoo will not be obliged to refund, reclaim or whatever, unless it should have been immediately apparent to Tentoo that the statement could not have been correct. If the incomplete or incorrect statement led to Tentoo receiving too little payment to Freelancer, the Client must consult with Freelancer to determine whether and, if so, what correction should still be made. In view of Freelancer's own responsibility in making the remuneration arrangements and checking or reporting the data on the job sheet to Tentoo, Freelancer cannot claim any statutory (commercial) interest and/or other increases in the event that a correction must be made at a later date.
6. If the Client terminates the assignment at its request, the Client remains obliged to comply with its current (payment) obligations in relation to the work of Freelancer at/for the Client vis-à-vis Tentoo, as well as (future) costs incurred in terminating the agreement with Freelancer, if Tentoo still has a payment obligation for the current agreement with Freelancer. The Client indemnifies Tentoo against all costs, future or otherwise, incurred in terminating the agreement with Freelancer, including legal costs, including the actual costs of legal assistance (in and out of court).

Article 43 Fictitious employment

1. The conditions and circumstances under which the work is performed by Freelancer at Client(s) are consistent with the conditions and circumstances that are consistent with working on the basis of an agreement for professional services all as follows from Article 7:400 et seq. of the Dutch Civil Code. Freelancer and Client will always confirm with each entry of hours that the conditions and circumstances under which the work is performed by Freelancer correspond with the conditions and circumstances under which it has been determined that the work can be performed on the basis of an agreement for services.
2. Without prejudice to the provisions in paragraph 1 of this Article, Client is authorized to give instructions to Freelancer regarding the performance of the assignment as provided in Article 7:402 of the Dutch Civil Code.
3. Tentoo acts as sole (fictitious) employer of Freelancer in payroll situations. Direct agreements between Freelancer and Client are never permitted and do not bind Tentoo in any way. Freelancer and Client are aware that multiple forms of remuneration are offered by the Tentoo group, with each operating company having different employment law consequences.
4. Freelancer determines independently and in independent consultation with Client the content and remuneration of the assignment and the working hours of the work to be performed. These working hours are

accounted for in the assignment to provide services (worksheet) or in a separately specified agreement. What is agreed between Freelancer and Client is a given for Tentoo. Tentoo does not accept any responsibility or liability in respect of that agreed between Freelancer and Client.

5. The Client is not permitted to behave towards Freelancer or third parties as an employer or to represent itself as such. Where appropriate, the Client should refer Freelancer and/or third parties to Tentoo as the employer. If the Client assumes legal employer status through any conduct (or omission thereof) such that it can be deemed to be a temporary or other employer within the meaning of Article 7:610 or 7:690 of the Dutch Civil Code, then the Client is fully responsible and liable (including to Freelancer, but expressly not limited to this) and cannot hold Tentoo liable for the consequences thereof. In the aforementioned case, the Client shall indemnify and hold Tentoo harmless from and against all claims by Freelancer and/or third parties (such as the tax authorities, company funds, and the like, but expressly not limited thereto).
6. Tentoo expressly refrains from recruiting and selecting both Freelancer and Client. However, without any legal or financial consequences, Tentoo may advise.
7. Client performs the recruitment and selection of Freelancer entirely at its own responsibility and risk and Freelancer performs the recruitment and selection of Client entirely at its own responsibility and risk.
8. Freelancer must perform the agreed work in person.
9. Both Freelancer and Client are deemed to be familiar with the content of the assignment or work and the qualities of the performance to be delivered by Freelancer and declare themselves to be in agreement with this by performing the assignment or work, whereby Tentoo cannot be held liable for the quality of the performance delivered by Freelancer. Tentoo is also not liable for any losses incurred by the Client if, for whatever reason and in whatever respect, the quality of the performance proves inadequate. Objections and/or complaints concerning the performance of the assignment and/or the services/work or the quality of the services provided by Freelancer do not suspend the Client's payment obligation(s).