

GENERAL TERMS AND CONDITIONS OF TENTOO FOR HIRERSArticle 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 deviation referred to here 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 purport 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 9 December 2021 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 starting thirty calendar days after he has been notified of the amendment in writing.

Article 2 Definitions

1. *Tentoo*: a trade name of Pay for People B.V., (Chamber of Commerce number 24329691), all legal entities belonging to the group of Tentoo Holding B.V. (hereinafter also referred to as: “the Employer”).
2. *Temporary Employment Agreement*: the employment agreement within the meaning of Section 7:690 of the Dutch Civil Code (hereinafter referred to as: ‘the Dutch Civil Code’), under which the Employee is made available on a non-exclusive basis to a third party by Tentoo in the course of the business of Tentoo, after mediation by Tentoo, to carry out work under the supervision and management of that third party.
3. *Payroll Agreement*: the payroll agreement as referred to in Section 7:692 of the DCC, is the Temporary Employment Agreement, whereby the contract for professional services between Tentoo and the third party has not been formed within the framework of bringing together demand and the labour market and whereby Tentoo is authorised to make the Employee available to another party only with the consent of the third party.
4. *Hirer*: the third party pursuant to paragraphs 2 and 3 of this article, under whose management and supervision the Employee is made available.
5. *Employee*: any natural person who has entered into a Temporary Employment Agreement or a Payroll Agreement with Tentoo to carry out work under the management and supervision of the Hirer.
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. *Collective Hiring 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. *Conversion 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. *Temporary Employment Clause*: pursuant to Section 7:691(2) of the Dutch Civil Code and the collective labour agreement (CLA) for Temporary Agency Workers.
11. *Hirer’s Remuneration*: the applicable remuneration in accordance with the CLA for Temporary Agency Workers.

12. *Pay ratio provision*: equal pay pursuant to Section 8a of the Workforce Allocation Act [Wet allocatie arbeidskrachten door intermediairs, Waadi].
13. *Matching platform*: The platform developed in-house by Tentoo on which it brings supply and demand together because it enables the Hirer to post all vacancies to which jobseekers can respond.
14. *Time registration*: the recording in digital format by means of Tentoo's Internet portal of the number of hours worked by the Employee per pay period, which serves as the basis for Tentoo to proceed with payment.

Article 3 Duration and end of the Collective Hiring Agreement

1. The Collective Hiring Agreement and/or Assignment is entered into for an indefinite period, unless the parties have agreed otherwise in writing.
2. The Collective Hiring Agreement and/or Assignment for a fixed period cannot be terminated prematurely, unless agreed otherwise in writing.
3. Notice of termination of the Collective Hiring Agreement and/or Assignment must be given in writing.
4. A notice period of at least three months applies to both the Collective Hiring Agreement for an indefinite period and the Collective Hiring Agreement for a definite period in which the possibility of premature termination has been agreed upon in writing.
5. The end of the Collective Hiring Agreement also results, in principle, in the end of the Assignment. The Hirer will remain obliged to comply with its current payment obligation to Tentoo with regard to the Assignment and/or the Posting of the Employee to/for the Hirer, as well as any future or other costs arising from the termination of the Temporary Employment Agreement and/or Payroll Agreement with the Employee, if Tentoo is still under an obligation to continue paying for the current Temporary Employment Agreement and/or Payroll Agreement with the Employee.
6. As a result of the termination of the Collective Hiring Agreement and/or Assignment, Tentoo is no longer 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 Collective Hiring 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 termination or dissolution of the Framework 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 Collective Hiring Agreement in whole or in part or to rescind the Collective Hiring 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 Collective Hiring Agreement if circumstances arise of such a nature that implementation of the Collective Hiring Agreement is impossible or if other circumstances arise of such a nature that the unaltered maintenance of the Hiring Agreement cannot reasonably be required of Tentoo.

4. If the Collective Hiring 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 Collective Hiring Agreement.
5. If Tentoo proceeds with suspension or dissolution, 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 dissolution 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 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 Collective Hiring Agreement and the (individual) placement confirmation(s).
2. The Hirer will employ the Employee in accordance with the provisions of the Collective Hiring Agreement and the placement 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 confirmation of placement.
2. Tentoo shall, if so desired by the Hirer, make every effort to provide a proper replacement in the short term at the moment the situation pursuant to paragraph 1 of this article occurs.
3. 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 pursuant to paragraph 2 of this article.

Article 8 Position and remuneration of the Employee

1. Before commencing the Assignment, the Hirer shall provide Tentoo with the description of the position to be carried out by the Employee, the CLA/own remuneration scheme applicable at the Hirer's company, the associated grading and the applicable pension scheme.
2. The Hirer is required to report interim changes with regard to the data in paragraph 1 of this article and any established initial wage increases immediately and proactively to Tentoo. Tentoo is, however, entitled to amend on its own initiative the relevant CLA/own remuneration scheme, the associated grading and/or the applicable pension scheme if it observes 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 additional pay and expense allowances, will be determined in accordance with the applicable CLA/own remuneration scheme, based on the grading and job description provided by the Hirer. Additional pay and expense reimbursements will be invoiced to the Hirer, unless agreed upon otherwise, in return for the agreed upon Conversion Factor plus any surcharge percentage.
 4. If at any time it appears that the job description and associated grading does not correspond to the position actually carried out by the Employee, the Hirer will promptly inform Tentoo of the correct job description and associated grading. The Employee's remuneration will be determined once again based on the new job description. If the adjustment leads to a higher remuneration, Tentoo is required to correct the remuneration (with retroactive effect). The Hirer shall owe the corrected rate (with retrospective effect) to Tentoo. Tentoo is entitled to correct the consequently increased Conversion Factor (with retroactive effect) and charge it to the Hirer.
 5. The Hirer is responsible towards Tentoo for the correctness and clarity of the job description, the collective labour agreement (CLA) applicable at the Hirer's company, the associated grading and the applicable pension scheme. Any incompleteness or inaccuracy in the information provided by the Hirer regarding the correct terms and conditions of employment and grading will constitute a breach of contract or attributable failure on the part of the Hirer towards Tentoo.
 6. If Tentoo receives a wage claim from the Employee in connection with incorrect grading and/or remuneration, the Hirer is required to provide the information required to resolve the dispute. If the Hirer fails to provide the necessary information (or fails to do so in a timely manner) and fails to cooperate in the gathering of the necessary evidence, Tentoo has the right to resolve the dispute at its own discretion and to charge the Hirer for the associated costs.

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 in the interim, 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 Conversion Factor.

Article 10 Working conditions

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. In the exercise of management and supervision, as well as with regard to the implementation of the work, the Hirer will behave towards the Employee with the same care as he is obliged to do towards 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 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 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 Collective Hiring 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 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 Conversion Factor agreed upon in the Collective Hiring Agreement, unless agreed upon otherwise in the Collective Hiring Agreement for the relevant Temporary Employment Agreement.
8. 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 13 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. Tentoo shall pass on to the Hirer the costs of a transition payment or severance payment and any other costs necessarily incurred by Tentoo in terminating the employment, at a rate of 100% multiplied by the factor agreed upon in the Collective Hiring Agreement, unless agreed upon otherwise in the Collective Hiring Agreement for the relevant Payroll Agreement.
 8. 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 14 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 15 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. 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 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 16 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. Third party shall also be understood to mean 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.
 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 17 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 the work carried out or has already done so, 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.
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 18 Conversion factor

1. Tentoo will apply a conversion 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 Conversion 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 Conversion 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 Collective Hiring Agreement.
 5. Tentoo has the right at all times to amend the Conversion Factor (during the Collective Hiring Agreement). Tentoo shall notify the Hirer of its intention to modify the Conversion Factor. Tentoo will also state the amount of the adjustment and the date on which it will take effect.

Article 19 Invoicing

1. Tentoo will invoice the Hirer based on the hourly statement/time sheet and/or additional pay and/or cost reimbursements entered by the Hirer and/or Employee in the Tentoo web application, Pay4me.
2. Before the Hirer submits the hourly declaration/time registration form to Tentoo using Pay4me, the Hirer shall give the Employee the opportunity to check the hourly claim/time sheet. If and insofar as the Employee disputes the data stated in the hourly declaration/time registration, Tentoo is entitled to determine the hours and costs in accordance with the Employee's statement, unless the Hirer can prove that the information he has reported is correct.
3. The Hirer has the right to outsource the hourly declaration/time registration in Pay4me to the Employee. In this regard, Pay4me has an approval function for the Hirer. The outsourcing of the entry in Pay4me shall not relieve the Hirer of its obligations pursuant to Articles 8 and 9 of these general terms and conditions.
4. Tentoo has the right to invoice costs to the Hirer regarding payment obligations of the Hirer that arise from the provisions of the Assignment and/or Hiring Agreement and/or these general terms and conditions and/or the applicable CLA and/or legislation and regulations, but which are not related to an hourly rate entered in Pay4me.

Article 20 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 21 Special obligations regarding the Employee's identity

1. Tentoo outsources the identification and verification of the Employee who works for Hirer based on the Collective Hiring 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 Foreign Nationals (Employment) Act, 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 Foreign Nationals (Employment) Act.
5. The Hirer will allow Tentoo or Tentoo's certification body to check the above procedure on-site on a random basis.

Article 22 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 the provision of services by Tentoo for a period of five years after the provision of services in question ends.

Article 23 Confidentiality

1. Tentoo and the Hirer shall observe strict confidentiality with regard to all information that comes to their knowledge in the context of the implementation of the Collective Hiring Agreement and the confidential nature of which they know or could reasonably suspect, unless disclosure is permitted or compelled by law or court order.
2. Unless Tentoo has given its prior written consent, Hirer shall not disclose or permit the disclosure of

- reports, recommendations or any other communications (written or otherwise) of Tentoo that are not compiled or made with the aim of providing such information to third parties.
3. Upon request from the Hirer, Tentoo will require the Employee to observe confidentiality with regard to everything known to or observed by him in the performance of the work, unless the Employee is under a statutory obligation to disclose such information.
 4. The Hirer is free to immediately require the Employee to observe secrecy. The Hirer shall inform Tentoo of its intention to do so and shall provide Tentoo with a copy of the statement agreement drawn up in that regard.
 5. Tentoo shall not be liable for any fine, penalty or damage suffered by the Hirer as a result of any breach of a duty of confidentiality by Employee.

Article 24 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 25 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.
3. 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.
4. Tentoo explicitly reserves the right to reject the input from the digital time registration.
5. 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 26 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 27 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.

Article 28 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 29 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 30 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.