

COLLECTIVE LABOUR AGREEMENT

for Tentoo Collective Freelance & Flex B.V.

TENTOO

1 April 2012 up to and including 31 March 2017

Contents

Introduction

Section 1	Definitions
Section 2	Duration, extension and termination of the collective labour agreement
Section 3	Amendment(s) to the collective labour agreement before its expiry
Section 4	Scope
Section 5	Registration
Section 6	Employer's obligations
Section 7	Flex-worker's obligations
Section 8	Flexible employment contract and entry into, creation, and termination of the same
Section 9	Creation of a permanent contract
Section 10	No flex-work, no pay
Section 11	Holidays
Section 12	Holiday allowance
Section 13	Job sheet/ service agreement
Section 14	Pay slip
Section 15	Inability to work and reporting recovery
Section 16	Wage ratio rule
Section 17	Reimbursement of LBV membership fees
Section 18	Pension
Section 19	Training
Section 20	Amicable settlement of disputes
Annex 1	Registration form
Annex 2	Service agreement

Introduction

This agreement is entered into between:

1. the private company with limited liability: Tentoo Collective Freelance & Flex B.V., with its registered office at Maassluisstraat 2, 1062 DG Amsterdam, represented by Mr P den Ronden;

and

2. the labour union with full entitlement to rights: Landelijke Belangen Vereniging (LBV) with its statutory seat and registered office at Strevelsweg 700/612, 3083 AS Rotterdam, represented by Mrs M.A. Dolman (chairwoman) and Mr M. Stavinga (secretary); as party of the second part.

Whereas:

- a. the labour market exhibits an increasing demand for flexible employment relationships (short-term and otherwise) without the loss of social security, which demand Tentoo Collective Freelance & Flex satisfies. Tentoo Collective Freelance & Flex safeguards the employee's position by allowing the employee to go to work (from the very first day) under the same favourable employment conditions in terms of pay and other remuneration as other persons employed in the client's business. The purpose of this collective labour agreement is to prevent competition based on employment conditions (in terms of salary and other remuneration);
- b. the parties have decided not to apply the Collective Labour Agreement for Temporary Agency Workers (ABU CAO) as that agreement does not fully achieve the parties' aim of putting the employee in the best possible position (by preserving the flexibility desired). In view of the specific nature of the business aims of Tentoo Collective Freelance & Flex, which are unique to its business, and in order to protect and preserve those aims, the

parties have decided to enter into a bespoke collective labour agreement;

- c. among the bespoke aspects of this collective labour agreement is the fact that it facilitates the most flexible and transparent relationship possible between the employer, the flex-worker and the client - in accordance with the demands of the labour market - on conditions that are favourable to the flex-worker. To achieve this, this collective labour agreement is based on the following terms:
 - a. during the first seven years, the flex-worker is permitted to enter into successive temporary employment contracts with Tentoo Collective Freelance & Flex B.V. as the employer, in order for the flex-worker to carry out work (temporary or otherwise) for a client. The flex-worker carries out that work on the instructions and under the supervision of that client, without entering into employment with that client;
 - b. in terms of salary and other remuneration, the flex-worker shall at all times (from the very first day) be treated in the same way as workers employed by the client. The flex-worker will therefore work under the same salary and remuneration conditions as apply to workers in equivalent positions in the employment of the client;
 - c. the recruitment and selection of flex-workers and clients will not be carried out by Tentoo, but by flex-workers and clients themselves or by third parties. Tentoo Collective Freelance & Flex B.V. offers a services platform for clients and workers who have already found one another, which means that Tentoo has a passive role in allocating work rather than an active one;
 - d. Tentoo shall make an effort to inform the flex-worker and the client regarding their legal position. In this context, the following basic principles always apply:
 1. Tentoo Collective Freelance & Flex B.V. only acts as the flex-worker's employer (temporary or otherwise) if, and to the extent that, it accepts the job sheet or the service agreement;
 2. the role of Tentoo Collective Freelance & Flex B.V. as employer shall in each case extend to cover the period stated on the job sheet or service agreement. The employment conditions in this collective labour agreement apply to the flexible employment contract for that period, having regard to the provisions of paragraph (c) sub-paragraph (b) above;
 3. if the flex-worker's flexible employment contract terminates but the flex-worker continues to carry out work for the client, Tentoo Collective Freelance & Flex B.V. cannot be regarded as the employer unless a new job sheet or service agreement is submitted to Tentoo and accepted by Tentoo;
 - f. Tentoo Collective Freelance & Flex offers the flex-worker the facilities to obtain education (or continuing education) in order to improve his/her position (now and in future) on the flexible labour market;
 - g. the company policy will also be focused on ensuring continuity and security for the aims of Tentoo Collective Freelance & Flex B.V. and on increasing employment opportunities by implementing that policy;
 - h. having regard to the provisions of this collective labour agreement, the company aims to achieve better operational management;

in consideration of the foregoing, the parties have entered into the following collective labour agreement. **Amsterdam, 23 maart 2012**

Section 1. Definitions

In this collective labour agreement, the following terms are understood as follows:

- a. flexible employment contract: the employment contract under which the flex-worker is seconded by the employer, in the context of the conduct of the employer's profession or business, to a third party to carry out work under the supervision and guidance of that third party in the context of an assignment provided by the third party to the employer (section 7: Dutch Civil Code 690), which flexible employment contract includes the employer's registration form as contained in Annex 1 to this collective labour agreement;
- b. employer: Tentoo Collective Freelance & Flex B.V. with its registered office in Amsterdam; the legal persons who second flex-workers to clients, being the employer in the sense intended in subsection (a), section 7.10 of the Dutch Civil Code;
- c. flex-worker: the natural person (male or female) who is registered with the employer and in fact enters into a flexible employment contract with the employer as referred to in section 7:610 onwards of the Dutch Civil Code, in particular within the meaning of section 7:690 onwards of the Dutch Civil Code;
- d. flex-work: the work referred to in paragraph (a) above;
- e. client: the third party referred to in paragraph (a) above;
- f. collective labour agreement: this collective labour agreement;
- g. temporary employment proviso: the flexible employment contract will terminate by operation of law in the event that the secondment of the flex-worker by employer to the client is terminated at the request of the client (7:691, paragraph 2 of the Dutch Civil Code);
- h. Dutch Civil Code: the Dutch Civil Code (Burgerlijk Wetboek);
- i. parties: the parties stated in the introduction.

Section 2. Duration, extension and termination of the CLA

1. This collective labour agreement is entered into for a period of five years. This period will commence on 1 April 2012 and end on 31 March 2017.
2. At the end of that period, this collective labour agreement can be terminated by each of the parties, observing a period of three months' notice. Termination must be carried out by registered letter.
3. For as long as none of the parties proceeds to terminate this collective labour agreement, the collective labour agreement will be automatically renewed by one year from year to year.

Section 3. Amendment(s) to the CLA before its expiry

1. The parties agree in advance that any special terms of employment or interim amendment(s) or addition(s) that may be agreed upon by the parties after the signing of this collective labour agreement will be attested to by the parties and included in this collective labour agreement
2. The parties will report the special terms of employment and attested amendment(s) and/or addition(s) included in this collective labour agreement to the Ministry of Social Affairs and Employment pursuant to the Wages Law.
3. At least once a year, the parties will verify by mutual agreement whether interim amendments or additions are necessary and, if so, how these can be realised taking into account applicable rules and legislation.
4. If a change of a general social and/or economic nature occurs in the Netherlands as a result of which the parties cannot reasonably be considered to be bound by the provisions of this collective labour agreement, the parties will, before the expiry of this agreement, enter into consultation about the changes to be made.

Section 4. Scope

This agreement applies to the employer as stated in section 1 subparagraph b of this collective labour agreement as well as to any flex-workers referred to in section 1 subparagraph c who are registered with or in the employment of the employer.

Section 5. Registration

1. Registration of a natural person as a flex-worker is carried out by the employer.
2. The registration will not oblige the employer to offer flex-work to the flex-worker.
3. The flex-worker will personally establish contact and arrange the agreement with the employer for whom he or she wishes to carry out flex-work. The employer explicitly confirms that it will not carry out any recruitment and selection of clients/third parties and flex-workers. The working hours, fees and any reimbursement of travelling expenses for the work carried out by the flex-worker will be agreed upon by mutual agreement between the client and flex-worker and will be specified on the job sheet referred to in section 13 of this collective labour agreement.
4. In registering as a flex-worker, the flex-worker declares that he/she has received the collective labour agreement and is familiar with its terms and with the application of those terms, and any amendments to them as referred to in section 3 of the collective labour agreement, to the flexible employment contract and that he/she fully and unconditionally accepts the collective labour agreement.
5. In accordance with the provisions contained in or made pursuant to the Registration of Personal Data Act (Wet Persoonsregistraties) and insofar as other legal regulations allow or so oblige, the employer will be allowed to register the personal particulars of the flex-worker during the registration of the flex-worker.

Section 6. Employer's obligations

1. Before or during the registration of the flex-worker, the employer will provide the flex-worker with a copy of this collective labour agreement.
2. The client and the flex-worker are not permitted to enter into any flexible employment contracts that deviate from the terms of payment and/or terms of employment as stated in this collective labour agreement, in the sense of being detrimental to the flex-worker. Deviations from the terms that are to the benefit of the flex-worker are permitted.
3. Both during the term of the flexible employment contract and after its termination, the employer will be bound to strict secrecy concerning everything that has become known to him regarding the person and personal situation of the flex-worker, the confidential nature of which is either known or could be reasonably assumed by the employer.
4. In compliance with the SER (Socio-Economic Council) decree of 2000 for the Code of Conduct with regard to mergers and the code of conduct described therein, the employer, irrespective of the number of flex-workers involved, will inform LBV in time and will enable LBV to report on the proposals in the event of intended mergers and reorganisations.
5. LBV will be informed by the employer immediately of any application by the employer for a suspension of payments and any insolvency application filed by the employer.
6. The employer shall act as a good employer in its dealings with the flex-worker.

Section 7. Flex-worker's obligations

1. If the employer so requests, the flex-worker will be obliged to provide the employer with information regarding his or her employment history prior to accepting the flex-work offered.
2. The flex-worker will be obliged to do and/or refrain from everything that a good employee in similar circumstances might be expected to do and/or refrain from.
3. The flex-worker will use, handle and care for any capital equipment wisely as a good employee and according to its purpose.
4. The flex-worker will be bound to absolute secrecy regarding any facts and particulars which may harm the interests of the employer/client for the duration of the flexible employment contract as well as following its termination. Any further provisions regarding secrecy with regard to documents of the employer/client or other provisions, regarding, for example, intellectual property rights included in the individual flexible employment contract, will remain fully applicable, even if these have been agreed upon directly between the client and flex-worker.
5. The flex-worker will be obliged to act as a good employee towards the employer.
6. The flex-worker will have a duty towards the employer to carry out the agreed flex-work under the supervision and guidance of the employer and to observe reasonable regulations and instructions given by the employer and the client with respect to carrying out the flex-work.

Section 8. Flexible employment contract and entry into, creation and termination of the same

1. A flexible employment contract will be deemed to have been entered into on the basis of this collective labour agreement.
2. Unless explicitly agreed otherwise in writing with the approval of the employer, the flexible employment contract will be deemed to have been entered into from the moment that the flex-worker actually commences the agreed flex-work, provided that the employer has previously approved the service agreement / job sheet; a flexible employment contract cannot be created by tacit agreement.
3. A flexible employment contract is concluded for a definite period of time, for a definite period and/or for the duration of a certain project, and/or for the duration of the secondment as intended in section 7:691 of the Dutch Civil Code.
4. Unless explicitly agreed otherwise in writing by the employer and the flex-worker, any work carried out by the flex-worker in the employment of the employer will be considered to have been performed by virtue of a flexible employment contract in the sense of section 7:690 of the Dutch Civil Code to which the temporary employment proviso fully applies, this being the proviso as intended in section 7:691, paragraph 2 of the Dutch Civil Code and section 1 paragraph g of this collective labour agreement. The flexible employment contract therefore terminates by operation of law - without the need for notice to be given - on the expiry of the agreed period or at such earlier time as the secondment of the flex-worker by the employer is terminated at the request of the employer.
5. In deviation from section 7:691, paragraph 3 of the Dutch Civil Code, the temporary employment proviso shall apply indefinitely and shall therefore apply to each flexible employment contract, regardless of the duration of the work that the flex-worker has already carried out or will carry out for the employer.
6. Each notification that the flex-worker is sick and/or unable to work, regardless of whether this notification is made by the flex-worker, the employer or the client, shall be regarded as a request, in the sense intended in the temporary employment proviso in section 7:691 paragraph 3 of the Dutch Civil Code, by the client to termi-

nate the employer's secondment of the flex-worker to the client. In that case, the flexible employment contract shall terminate by operation of law with effect from the date of the notification that the flex-worker is sick and/or unable to work.

7. Any statement and/or action by the client from which it is reasonable for the employer to conclude that the client will not comply with its obligations to the employer shall be regarded as a request, in the sense intended in the temporary employment proviso in section 7:691 paragraph 2 of the Dutch Civil Code, by the client to terminate the employer's secondment of the flex-worker to the client. In that case, the flexible employment contract shall terminate by operation of law with effect from the date of the statement and/or action by the client.

Section 9. Creation of a permanent contract

1. From the day on which the flexible employment contracts between the employer and flex-worker that succeed one another, without at any stage an interval of more than three months having occurred, exceed a total period of 7 years, including any intervals, the most recent flexible employment contract shall apply for an indefinite period of time. This is in deviation from the provisions stated in section 7:668a, paragraphs 1 (a) of the Dutch Civil Code.
2. The first paragraph of this section will apply from 1 October 2008. To avoid misunderstanding concerning the meaning or effect of the first paragraph regarding the period prior to 1 October 2008, the term in the first paragraph of this section will be reduced by 1 year for flex-workers registered and paid prior to 1 October 2008, such that the term envisaged for them will be 6 years.
3. In deviation from the provisions stated in section 7:668a, paragraph 1(b) of the Dutch Civil Code, the number of flexible employment contracts that may be concluded between the same parties in the period stated in section 9 paragraph 1 of this collective labour agreement is unlimited.
4. When a flexible employment contract is entered into or extended, all employment contracts and/or temporary employment and secondment periods at the client that occur within the six months prior to the first flexible employment contract shall be disregarded.

Section 10. No flex-work, no pay

1. In deviation from the provisions stated in section 7:628, paragraphs 1 to 6 inclusive of the Dutch Civil Code, the flex-worker will not be entitled any pay calculated on the basis of time if he or she has not carried out the agreed flex-work, irrespective of the reason, and the party responsible, for such inability to carry out the agreed flex-work, including short absences (e.g. a doctor's appointment, voting in an election, family circumstances, parental leave) and public holidays.
2. The provisions stated in paragraph 1 of this section will not apply if the flex-worker has been engaged to carry out specifically described flex-work (specific in terms of location, date and starting time) but is unable to carry out such work for a reason for which the client is responsible. In such an instance, the flex-worker will be entitled to a minimum of 3 hours' pay unless a lower number of hours has been agreed upon in the flexible employment contract.

Section 11. Holidays

1. For each year of full employment, the flex-worker will be entitled to 160 holiday hours for a usual working week of 40 hours or a proportional share of this in the event that the flex-worker does not work a full year or if the usual working week is less than 40 hours. Holidays are taken in the form of days off.
2. In order to implement the provisions stated in paragraph 1 of this section, the employer will be obliged to grant holidays to flex-workers with a valid claim for holidays, this being annually if so requested, such that the flex-worker will not have to carry out any flex-work throughout a period of three consecutive weeks or for the duration of three multiples of one week.
3. The employer will be obliged to grant the other holidays, as stated in the first paragraph of this section, insofar as the flex-worker's claim for such a day is valid.
4. Any holidays that are not taken will be paid out following the termination of every flexible employment contract.
5. In deviation from section 7:640a of the Dutch Civil Code, holiday days that have been accrued but not taken cease to be available to be taken when a period of five years has elapsed since the last day of the calendar year in which the holiday entitlement accrued. [With respect to the period after which holiday hours that have accrued but not been taken cease to be available to be taken, the employer shall apply the holiday days arrangement that applied prior to 1 January 2012 (which was more favourable to the flex-worker). Holiday hours accrued therefore cease to be available to be taken when a period of five years has elapsed since the last day of the calendar year in which the holiday entitlement accrued. This is in deviation from section 7:640a of the Dutch Civil Code.]

Section 12. Holiday allowance

1. The flex-worker is entitled to an 8% holiday allowance in addition to the wages received. Holiday allowance is calculated on the basis of the number of days worked per year, including holidays and public holidays.
2. Payment is normally made at the same time as each regular payment of the salary/holiday allowance or may be made at other times, for example once a year, following a written request by the flex-worker and in consultation with the employer.

Section 13. Job sheet/service agreement

1. The number of normal, surcharge and/or overtime hours that have been worked during an assignment/secondment will be entered on the job sheet/service agreement, as referred to in Annex 2 to this collective labour agreement, provided to the flex-worker at the end of each of the flex-worker's assignments/secondments, and this will be presented to the client for his approval and signature. After signing, the job sheet will be delivered to the employer as soon as possible.
2. If prior to the start of work for the client, or immediately prior to the start of an assignment or secondment, the flex-worker has not received the employer's approval to carry out flex-work for that particular client, the employer reserves the right to refrain from processing the job sheet, with the consequence that no flexible employment contract will arise between the employer and the flex-worker. The employer may only decline to process the job sheet for legitimate reasons. A possible legitimate reason would be the client's payment history. The flex-worker can prevent this situation by asking the employer for information about the client and the client's payment history immediately before carrying out the work.

Section 14. Pay slip

1. With each salary payment to the flex-worker, the employer will provide a digital or written statement specifying the gross and net salary, the tax and other deductions withheld, the number of hours worked and cumulative earnings.
2. In addition, and if applicable, the pay slip will include a statement of the holiday allowance paid, holidays, surcharges or accumulated reserves regarding the period for which the pay slip has been issued.
3. Furthermore, the pay slip will state the names of the employer and the flex-worker as well as, if possible, the name of the client or the project name.
4. Any deductions from the salary other than for tax or contributions purposes will be carried out only in consultation with and at the request of the flex-worker and will be stated on the pay slip.

Section 15. Inability to work and reporting recovery

1. The flex-worker will report his or her inability to work to the employer and the client as soon as possible, and by no later than 10.00 am, on the first day on which he/she is unable to work, stating his or her actual whereabouts. The flex-worker will adopt the same approach when reporting his or her recovery.
2. In the event of inability to work, benefits will be paid by the employer or by an organisation nominated by the employer. The first two days of inability to work will count as waiting days (as defined in section 7:629 paragraph 9 of the Dutch Civil Code) for which the flex-worker is not entitled to wages and/or wage-related benefits. After this period, benefit will amount to 70% of the current pay with a minimum claim for statutory minimum wages and a maximum claim for maximum daily wages.

Section 16. Wage ratio rule

1. From the first day working for the client, the flex-worker's wages and allowances will be equal to the wages and allowances received by employees of the employer who occupy a similar position. The wage ratio rule has been created to maintain stability in the labour market and is included in section 8 of the Placement of Personnel by Intermediaries Act (Waadi).
2. The wage ratio rule includes the following emoluments:
 - a. wages determined by time;
 - b. the applicable reduction of working hours;
 - c. surcharges for overtime, shifted hours, irregularity (including public holiday allowance) and shift work;
 - d. initial wage increase(s);
 - e. periodic wage increases;
 - f. tax-free reimbursement of expenses: travelling expenses and other expenses required for the proper performance of the job.
3. If the flex-worker's wages and allowances cannot be determined by virtue of the wage ratio rule, because, for example, the employer does not employ any employees in a similar position, the wages and any allowances will then be determined in accordance with the agreements made between the flex-worker and the client. In such an instance, the guiding principle for determining the wages will be: the flex-worker's level of education and work experience and the responsibility and capacity required that are inherent to performance of the flex-work.

Section 17. Reimbursement of LBV membership fees

1. The flex-worker may be eligible for a net expense allowance to reimburse the membership fees paid to the LBV.
2. To be eligible, the flex-worker must submit a request to the employer for reduction of his/her gross wages by an amount equal to the membership fees. The employer will compensate this with a net expense allowance equal to the amount of the membership fees.
3. The flex-worker must provide on or before 30 November of each calendar year a written account of the actual amount of the membership fees in the form of a statement from the LBV of the fees paid.
4. The reimbursement will take place at the same time as the last salary payment in the calendar year.

Note: Insofar as the tax rules permit, the expense allowance in respect of the membership fees will be paid net of tax.

Section 18. Pension

The flex-worker will participate in a compulsory pension scheme. The conditions of participation and the content of the scheme are the same as those applicable to the scheme of the Stichting Pensioenfonds voor personeelsdiensten (StiPP). Nationale-Nederlanden is responsible for implementing this scheme.

Section 19. Training

1. Training is understood to mean any form of structured activity with the objective of the flex-worker acquiring, maintaining, increasing or broadening his or her knowledge and/or skills. Training is not understood to mean the undertaking of productive labour in return for a reward (other than a fee) the principal intention of which is not to increase private knowledge and skills.
2. A structured activity is understood to mean an activity that meets the following conditions:
 - a. every training session received will last for at least 3 hours;
 - b. a supervisor will be present during the training; if effective training is possible by means of an interactive system, supervision must be available, at least at a distance, such as in the form of a help desk, for example.
3. Once the flex-worker has been working for the employer for at least 52 weeks, the flex-worker will indicate whether he or she requires any training.
4. If the flex-worker is offered training, the employer and flex-worker will come to an agreement about this in writing, including in this agreement the aim and scope of the training.
5. Training expenses as determined in this section will be at the expense of the employer.
6. Training expenses are understood to mean:
 - a. the labour costs of flex-workers who receive training during working hours (loss of income);
 - b. the running costs involved in the care or organisation of internal training, including any expenses for personnel;
 - c. all other expenses, including expenses paid to training organisations, travelling and accommodation expenses and the reimbursement of studying costs.

Section 20. Amicable settlement of disputes

1. In the event of an alleged failure to observe an obligation resulting from or, in the event of a difference of opinion, regarding the explanation or alleged incorrect application of any provision stated in this collective labour agreement, the party lodging the complaint will inform the other party against whom the complaint is being made about this in writing within two months of the incident.
2. The parties will then enter into consultation in order to reach an amicable solution.

PART I - FLEX-WORKER'S STATEMENT

1. Personal details

Please fill out truthfully (in Capitals)

Surname: _____

Initial(s): _____

First name(s): _____

Address: _____

Postcode / city: _____

Country: _____

Home telephone number: _____

Email address: _____

Date of birth: _____

Gender: man vrouw

Social security number: _____

Bank account number: _____

Occupation / position: _____

Nationality: _____

Apply payroll tax credit: ja nee

2. Registration

I hereby register as a Flex-worker with Tentoo Collective Freelance & Flex B.V.

3. Acceptance of Tentoo CF&F Collective Labour Agreement

I have received a copy of the collective labour agreement for Tentoo Collective Freelance & Flex, CAO VOOR TENTOO COLLECTIVE FREELANCE & FLEX B.V. 1 april 2012 tot en met 31 maart 2017, (the "Collective Labour Agreement") and am familiar with its content. I declare that I am in agreement with the content of the Collective Labour Agreement and unconditionally agree to such content including in particular the written condition in the flexible employment contract that provides that the flexible employment contract shall terminate by operation of law in the event that the secondment to the client by Tentoo Collective Freelance & Flex is terminated at the request of the client.

4. General terms and conditions

By signing this form I confirm receipt and acceptance of Tentoo's General Terms and Conditions.

5. Flexible employment contract

I am aware of, and explicitly agree to, the fact that the provisions of the Collective Labour Agreement shall apply to any flexible employment contract and assignment agreements I may enter into with Tentoo Collective Freelance & Flex B.V.

6. Statement

I hereby state that I am aware that, in deviation from the provisions of statute, on entry into or renewal of the flexible employment contract no consideration will be given to any periods of temporary agency work and/or secondment and/or employment agreements that may have applied between me and the client during the six months prior to the first flexible employment contract.

I am also aware that any previous participation in the Pensioenfonds voor Personeelsdiensten (StiPP) scheme may be relevant to the deduction of contributions by Tentoo and hereby state that I will inform Tentoo in writing of the same within one month of commencing work.

In addition, I am aware that under the Collective Labour Agreement an employment contract for an indefinite period will only arise once, following the date of signature of this registration form, flexible employment contracts have succeeded one another, without at any stage an interval of more than three months having occurred, for a total period of 7 years, including any intervals.

PART II - AGREEMENT

FLEXIBLE EMPLOYMENT CONTRACT

The parties:

a. The employer: Tentoo Collective Freelance & Flex B.V.
Registered address: Maassluisstraat 2
City: Amsterdam

and

b. The flex-worker:

Surname: _____

First names: _____

Agree to the following:

1. Duration

1.1 With effect from*: _____, for a fixed duration, for a specified period and/or for the duration of a specified project and/or for the duration of the secondment (within the meaning of section 7:691 of the Dutch Civil Code), the undersigned shall enter into the employment of Tentoo Collective Freelance & Flex B.V. as a flex-worker and shall be seconded to a client whose details shall be completed in the service agreement (job sheet).

* (insert date of first working day)

2. Applicable collective labour agreement

2.1 The collective labour agreement for Tentoo Collective Freelance & Flex B.V. in force at the relevant time including any amendments to the same (the "Collective Labour Agreement") shall apply to this flexible employment contract.

The undersigned flex-worker understands and agrees to the fact that by application of the Collective Labour Agreement the parties agree to deviate from the statutory provisions (which are partially compulsory in nature), including the chain rule contained in section 7:668a of the Dutch Civil Code. A copy of the Collective Labour Agreement and a copy of its general terms and conditions have been provided to the undersigned flex-worker by Tentoo Collective Freelance & Flex B.V. during registration.

3. Termination of secondment

3.1 The secondment shall terminate by operation of law, without the need for notice to terminate, if the secondment of the flex-worker to the client by Tentoo Collective Freelance & Flex B.V. terminates at the request of the client within the meaning of section 7:690 of the Dutch Civil Code.

In deviation from section 7:691 paragraph 3 of the Dutch Civil Code, this condition shall apply throughout the duration of any flexible employment contract between Tentoo Collective Freelance & Flex B.V. and the flex-worker.

4. Termination in the event of inability to work

4.1 In the event that the flex-worker is unable to work (for example, due to sickness or accident), the flexible employment contract shall be deemed to have been terminated with immediate effect at the request of the client as soon as notification of the inability to work is given.

5. Extension / new flexible employment contract

5.1 A new flexible employment contract on the same terms as provided in this agreement shall arise whenever Tentoo Collective Freelance & Flex B.V. accepts a job sheet for processing. The new flexible employment contract shall be entered into for a fixed duration, for a specified period and/or for the duration of a specified project and/or for the duration of the secondment.

6. Working times and pay

6.1 The working times, rates of pay and any expenses allowances for the work carried out by the flex-worker shall be exclusively determined by mutual agreement between the flex-worker and the client. The terms agreed will be set out in the service agreement (job sheet) and should be signed by both the client and the flex-worker. Once approved by Tentoo Collective Freelance & Flex B.V., the job sheet signed by both parties forms part of the flexible employment contract.

7. Exclusion of obligation to pay flex-worker during absences

7.1 The flex-worker will not be entitled to any pay calculated on the basis of time if he or she has not carried out the agreed flex-work, irrespective of the reason for such inability to carry out the agreed flex-work, including short absences (e.g. a doctor's appointment, voting in an election, family circumstances, parental leave) and public holidays.

8. Other obligations and terms

8.1 The flex-worker shall behave as a good employee with respect to the employer.

8.2 The flex-worker shall take action and refrain from taking action as befits a good employee acting in the same circumstances. This includes, as a minimum, complying with requirements and following reasonable orders and instructions.

8.3 Both during the flexible employment contract and following its termination, the flex-worker shall keep confidential all facts and information that could be harmful to the interests of the employer and/or the client. If the individual flexible employment contract contains further provisions regarding confidentiality of documents belonging to the employer/the client or other provisions such as provisions relating to intellectual property rights, these shall apply in full, including in the event that the provisions have been agreed directly between the client and the flex-worker.

8.4 The flex-worker undertakes to the employer to carry out the agreed flex-work under the supervision and direction of the client and to comply with the reasonable requirements of the employer and the client with respect to carrying out the flex-work.

8.5 The flex-worker shall, whilst carrying out the flex-work, carry valid identification papers and if requested shall immediately make said papers available to any person or institution authorised by statute to inspect the same.

8.6 The flex-worker shall complete the service agreement correctly and in full.

9. Applicable law

9.1 This flexible employment contract is subject to Dutch law.

I hereby declare that I am aware that Tentoo offers a number of forms of payrolling and that the consequences for me in terms of employment law depend on the form chosen. I have chosen to be payrolled via Tentoo Collective Freelance & Flex B.V., subject to the Tentoo Collective Freelance & Flex Collective Labour Agreement (CAO VOOR TENTOO COLLECTIVE FREELANCE & FLEX B.V. 1 april 2012 tot en met 31 maart 2017) because this is the form most appropriate to the flexible employment relationship I wish to enter into.

Namens Flexwerker:

Name: _____

Date: _____

Signature: _____

Signed on behalf of Tentoo:

Tentoo has registered this person with Tentoo Collective Freelance & Flex B.V. (subject to the Tentoo Collective Freelance & Flex Collective Labour Agreement) on: _____ (insert date)

Name: _____

Signature for Tentoo: _____

