

General Terms and Conditions

General Provisions

Article 1

The General Terms and Conditions of PINOY 385 d.o.o. (hereinafter: the Agency) contain the general rules and conditions under which the Client and the Agency agree on cooperation based on the concluded Framework Agreement.

The General Terms and Conditions shall be considered an integral part of the Framework Agreement and shall apply to all matters not regulated by the Agreement and/or its other annexes. The version of the General Terms and Conditions that was valid and published on the Agency's website on the day of concluding this Framework Agreement shall be authoritative, unless the Contracting Parties subsequently agree in writing to apply the new version.

If there is a contradiction between the provisions of the Framework Agreement and the provisions of the General Terms and Conditions, the provisions of the Framework Agreement shall apply.

Any agreement that differs from the provisions of the Framework Agreement, the General Terms and Conditions, and other components of the Framework Agreement must be expressly confirmed in writing, with the possibility of exchanging signed amendments and/or amendments by appropriate and credible electronic communication, to become valid and binding.

Definition of names and terms

Article 2

1. In these General Terms and Conditions, certain terms have the following meanings:
 - **Agency:** PINOY 385 d.o.o. is a company registered in the book of records of legal and natural persons at the competent Ministry, for the performance of activities related to employment.
 - **Client:** A legal or natural person with whom the Agency contracts cooperation for the provision of counselling and employment mediation services.
 - **Contract:** Terms of cooperation between the Client and the Agency, defined in these General Terms and Conditions, the Framework Agreement, and its other annexes that form an integral part of the Contract.
 - **Worker:** A natural person who has been selected to perform the duties of a position defined in the Contract.
 - **Questionnaire:** A document in which the Client expresses the need to find a workforce within the framework of the Contract, which contains information on the required qualifications and qualities of the candidate, as well as the conditions and specifics of the position.

- **Offer:** A document in which the Agency presents the service to the Client (description of the service, scope of work), remuneration for the service, with the terms of service provision (payment method, deadlines), with the aim that the Client accepts the same. The accepted offer by the Client shall form an integral part of the Framework Agreement.
- **Selection Procedure:** The procedure of recruitment and selection of Workers in the labor market for which the Client requests the Agency's services. Selection interviews are conducted through the online platform or by the Client's personal presence at selection interviews in the Worker's country of origin, and/or by verifying work skills in training centers authorized for this purpose in the Worker's country of origin.
- **Immigration procedure:** The procedure for collecting and obtaining the necessary documentation for the stay and work of foreign workers in the Republic of Croatia.
- **Accreditation:** authorization to the employer/Client for the employment of workers abroad issued by the competent authorities of the Worker's country of origin.
- **Warranty period:** The duration and scope of the guarantee for the service provided is defined in the Offer, during which the Client may request reimbursement of costs from the Agency for the Employee for whom the Agency has mediated in employment.
- **Services:** Provision of advisory services and mediation services in finding and employing foreign labor, for example, but not limited to, the provision of written and oral counseling and mediation services according to the Client's request and specifications, mediation and/or participation in the procedures for obtaining permits for the stay and work of foreign labor and the provision of consulting services and/or operational performance of services related to travel and entry into the country, accommodation, assistance and mediation between the employee and the Client, where the scope of services is specified in the Offer.
- **Employment Contract:** an employment contract concluded between the Client and the Worker for the performance of the duties of the position specified in the Questionnaire.
- **Fee:** the price of the service defined in the Offer per individual Employee in relation to whom the Agency provides the services specified in the Offer.
- **Costs:** costs of obtaining documentation necessary for the stay and work of foreign workers in the Republic of Croatia, costs of exit permits from the worker's country of origin, costs of accommodation of workers in the Republic of Croatia, costs of air tickets and other transport to the final place of stay and/or work, costs related to employment before and during employment, costs of food and transport between accommodation and place of work, or all other costs defined in the Offer.

Mediation procedure and deadlines

Article 3

1. The employment mediation procedure is divided into phases, in accordance with the Agency's Table of Procedure Progress.

If the Client withdraws from the service that is the subject of the Bid, it is obliged to pay the Agency a fee for the services provided so far, in accordance with the completed stage of the procedure stated in the Table of Procedure Progress.

2. An integral part of the Offer is the Questionnaire, which the Client is obliged to fill out in full and submit to the Agency before issuing the Offer. Any amendment to the Questionnaire must be submitted to the Service Provider in writing, including the possibility of exchanging signed amendments and/or amendments by appropriate and credible electronic communication, and shall be considered an integral part of the Offer as well as an integral part of the Contract.

3. After the selection interview, the Client makes a final decision on the selected candidates with whom the Immigration Procedure will continue. The Contracting Authority undertakes to submit written feedback to the Agency as soon as possible, and no later than three (3) days from the date of the selection interview, on which of the presented candidates meet the requirements and needs set out in the Questionnaire, after which the procedure will continue in accordance with the Table of Procedure Progress.

The Client is obliged to clearly indicate in the written feedback the candidate who represents the first choice, as well as the substitute candidates, arranged in order of priority. Substitute candidates will be considered if the candidate of the first choice does not accept the letter of intent on employment or does not meet the requirements of the pre-employment medical examination. The Client gives explicit and irrevocable consent that the Agency, if the selected candidate does not accept the letter of intent on employment or does not meet the requirements of the medical examination, without prior notification to the Client and without the need to obtain additional consent of the Client, send a letter of intent on employment to substitute candidates.

4. If the Client determines that the presented candidates objectively do not meet the needs of the Questionnaire, the Agency will continue to provide services without special compensation for the Client to replace such Employee with the required qualifications.

6. Exceptionally, if the Client independently, without the participation of the Agency in the Selection Procedure, finds an Employee with whom it wants to conclude or has already concluded an employment contract and for whom it seeks the provision of other services of the Agency, the Client does not exercise the right to a complaint or warranty period.

Procedure for regulating the legal status of foreigners in the Republic of Croatia

Article 4

1. If the Agency is obliged to carry out the procedure for obtaining residence and work permits as part of the Services, the Client shall authorize the Agency to permit and take over from the competent authorities, except in the case of an explicit written instruction to the contrary by the Client.
2. Upon obtaining the residence and work permit, the Agency shall instruct the Worker on the details of the procedure for obtaining a visa for the Republic of Croatia and organize transport for the Worker to the Client's headquarters or the Worker's accommodation, all at the Client's expense, if this Service has been contracted.
3. Once the residence and work permit has been obtained, regardless of whether such a permit was obtained by the Client or the Agency, it is the Client's explicit obligation and responsibility to take into account the validity of the obtained residence and work permit, and such a permit will be extended by the Client independently, if necessary. The Client may give an order to the Agency for the extension of the stay and work permit, whereby it is obliged to act in accordance with the agreed conditions (payment of the fee, submission of all necessary documentation, settlement of costs, etc.). The Agency shall not be liable for any omission, delays, or inability to issue or extend a stay and work permit resulting from the Client's actions or inactions, the submission of incomplete, inaccurate, or untimely documentation by the Client, or for the outcome or consequences that may arise from this. The Agency is also not responsible for the non-issuance of permits by the competent authorities, as well as for the outcome or material condition of cases in administrative and other procedures.
4. If the Client independently takes over the issued residence and work permits from the competent authority and fails to submit to the Agency the appropriate electronic copies of the issued permits on time, which causes a delay and/or inability to issue a visa for an individual Worker, such omission and interruption in the planned process of the Worker's entry into the Croatian labor market will not be considered the responsibility of the Agency, which will exercise the right to compensation for that particular Worker as if the process had been fully completed. The second procedure initiated to find and regulate the status of other, substitute Workers will be considered a new, separate legal transaction and, consequently, is subject to the payment of a new fee.
5. By accepting these General Terms and Conditions, the Client acknowledges that the procedure of bringing the Employee to the Republic of Croatia implies cooperation with various foreign and domestic state bodies, including but not limited to the Ministry of the Interior of the Republic of Croatia and the Ministry of Foreign and European Affairs of the Republic of Croatia. Due to the above, the procedure of bringing in an Employee may take longer than anticipated or agreed, which will not be considered a breach of contractual obligation by the Agency. In the event of a possible extension of the deadlines, the Agency shall, acting with due diligence, notify the Client thereof.

6. If the Workers have been issued a visa and can travel to the Republic of Croatia, and the Client is not able to receive the Workers, the Client and the Agency will try to arrange another date for their arrival. Notwithstanding the above, if the Workers give up their arrival due to such a delay or their visa expires within that period, it will not be considered the responsibility of the Agency, which will exercise the right to the full amount of compensation for that particular Worker as if the process had been completed in its entirety. The second procedure initiated to find and regulate the status of other, substitute Workers will be considered a new, separate legal transaction and, consequently, is subject to the payment of a new fee.

7. The Agency undertakes to provide the Employee with general instructions regarding the working conditions with the Client and the rights and obligations he/she has as an Employee in the Republic of Croatia by delivering to the Employee a letter of intent on employment and/or an employment contract in English and Croatian previously submitted by the Client and being available to the Employee for interpretation of basic rights and obligations. The Client removes any responsibility of the Agency for any misconceptions of the Employee regarding the working conditions at the Client and in particular, confirms that the Agency is not obliged to educate the Employees about the content of the Client's internal acts as an employer or to train them in any way in any aspect that is a legal obligation of the Client as an employer.

Warranty period

Article 5

1. If after the commencement of the Employee's work with the Client, and in the period defined by the Agency's Offer, the employment relationship with the Client is terminated, either by unilateral dismissal by the Employee, or by dismissal by the Client for reasons for which the candidate is responsible, the Agency shall refund the paid fee, the cost of the plane ticket, stay and work permit, exit permit in the Worker's country of origin and visa for entry into the Republic of Croatia for that Worker.

2. For the Client to exercise the right to a complaint, in accordance with the above provisions, it is necessary that the following conditions are cumulatively met:

- that the Client has fully settled all obligations towards the Agency by respecting the agreed payment deadlines;
- that the Client has acted in accordance with all applicable regulations relating to the relationship between the Client and the Employee, including but not limited to the Labour Act;
- that the Client does not abuse the right to complain in relation to the Worker;
- that the Client has submitted a request for a complaint no later than 7 days from the date of the Worker's termination of work with the Client.

3. After the expiration of the warranty period, the Client may not request reimbursement of the stated costs from the Agency. The warranty period shall not be extended for a proportionate part of the period

in which the worker was temporarily absent, in particular due to temporary incapacity for work and other reasons prescribed by applicable legislation.

4. Notwithstanding the above, the right to a complaint and the warranty period shall not apply in cases where the Client has personally attended the selection interviews in the Worker's country of origin and/or has previously independently verified the Worker's work skills through authorized training centers in the Worker's country of origin.

Fees, deadlines, and payment terms

Article 6

1. The Agency's fees per individual Employee in relation to whom the Agency provides Services shall be specified in the Offer.

2. In the event of non-performance of the complete service, the Agency shall issue an invoice for the services up to the completed stage stated in the Table of Procedure Progress from the Offer, unless it is expressly agreed that the Agency is authorized to charge the entire fee for an individual Worker. Invoices will be issued with a maturity period defined in the Offer.

3. If so agreed, the Agency shall, in the name and on behalf of the Client, and at the expense of the Client, organise the transport of the Worker by air from the place of departure to the airport of the Worker's place of work. If the airport in question is in a place other than the place of work of the Worker, the Agency shall, in the name and on behalf of the Client, and at the expense of the Client, organize transport to the place of work. The Client is obliged to pay the service of organizing transport, paying for the airline ticket as well as all other accommodation costs incurred to the final destination of the Worker, in advance, without delay, upon the Agency's invitation.

4. If the Client organizes the transport of the Worker by air and/or other means of transport to the place of work, the Client is responsible for communicating with the Worker during his/her travel and for resolving any possible problems during the trip, as well as settling the costs that may arise as a result.

5. The Client is also obliged to settle the costs incurred due to the replacement of an already purchased airline ticket and/or other transport or change of reservation, which were not caused by the fault of the Agency or the Employee, and any costs that could arise due to the delay or cancellation of the flight, regardless of who organizes the transport.

6. The Agency shall be entitled to full remuneration for the provision of Services under this Agreement, if the Client, due to its business decisions, despite the already commenced process, withdraws from bringing the Employee to the Republic of Croatia.

7. In the event of early termination of the provision of services on any grounds, the Agency shall issue an invoice for the fee for the services provided so far no later than on the last day of the month in which the termination of the provision of services occurred.

Trade secrets and confidentiality of information

Article 7

1. The Client and the Agency undertake to keep as a business secret all data, information, documents and other materials and/or documentation in tangible or intangible form that represent and/or contain ideas, know-how, results of creative work or creative, business and/or financial investment of the other Contracting Party, and other information marked as secret or confidential, or which should be considered confidential by any person exercising ordinary care in the light of the circumstances in which he or she became aware of it, and the disclosure of which to unauthorised third parties could have adverse consequences for the economic and other interests of the Contracting Party and/or associated companies, business partners or third parties to whom such information relates, and in particular all information regarding the terms and conditions of business cooperation between the Contracting Parties within this Agreement, including the instructions of the Client, the content of this Agreement and all special contracts, orders, offers, and in particular information on the amount of agreed prices and other commercial conditions.

2. In particular, the Client's access data necessary for the submission of a request for the implementation of a labour market test at the Croatian Employment Service, which the Client will submit to the Agency so that the Agency can perform the Services under this Agreement, if so agreed, shall be considered confidential information. Personal data of the Agency's employees that are submitted to the Client for the purpose of issuing an e-Power of Attorney for access to the Labor Exchange service at the Croatian Employment Service for the Agency to perform the Services under this Agreement, if so agreed, is also considered to be particularly confidential information.

The Agency and the Client undertake to use the said data exclusively for the purposes for which they were assigned, i.e., for the performance of the Services under this Agreement, and upon the termination of this Agreement, for any reason, to stop using them without delay.

3. Upon the fulfilment of the obligations under this Agreement or upon its termination, the Client and the Agency undertake to return to each other, i.e. destroy (depending on the instructions of the other Contracting Party) all materials and documentation received from the other Contracting Party or which arose in connection with the business cooperation that is the subject of this Contract, unless each Contracting Party is obliged to keep it by law.

Protection of personal data

Article 8

1. The Agency and the Client are independent Controllers of personal data and implement personal data protection measures in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons concerning the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, Eng. GDPR), legal and regulatory obligations.

2. The Client and the Agency undertake to comply with the regulations on the protection of personal data and to take all technical and organizational measures for the security and protection of personal data, which will also oblige external associates.

3. Since, during the exercise of the rights and obligations under this Agreement, the Agency will come into possession of the personal data of persons applying for a job with the Client, the Agency undertakes to comply with and fulfill the applicable data protection regulations and to take all technical and organizational measures for the security and protection of personal data. To this end, the Agency will protect personal data (whether in electronic or physical form) from unauthorized access by third parties, as well as from accidental destruction or loss, and ensure that data collected for different purposes can be processed separately. As soon as the need to keep personal data ceases to exist, the Agency must permanently delete or destroy it without delay in a way that does not allow reading, copying or any other use of personal data. The Agency shall enable the Client to verify the fulfilment of the obligations under this Article upon request.

4. The Client acknowledges that, according to the regulations of the Republic of the Philippines applicable to the Agency at the time of concluding this contract, the Agency is obliged to keep all documentation, including the personal data of the Employee, for a period of 5 years. These provisions shall also apply after the termination of the contractual relationship.

5. The Agency's statements on the processing of personal data are available at <https://pinoy385.hr/politike-kvalitete>.

Adherence to minimum working conditions in the employment of foreign workers

Article 9

The Client confirms that by its own responsible conduct, it contributes to the suppression of undeclared work, illegal employment, wage dumping, and social dumping, in accordance with the applicable regulations of the Republic of Croatia.

The Client undertakes to respect all employee rights prescribed by the Labor Act, collective agreements, labor regulations, acts of the Client, and employment contracts, which are valid at the place of work. The Client guarantees that it will ensure that all employees are paid at least the minimum wage prescribed by law in the Republic of Croatia, i.e., the salary determined in accordance with collective agreements, labor regulations, acts of the employer, and other internal acts that are applied by the Client to determine the amount of salary.

The paid salary will not be subsequently reduced or limited through unpaid amounts, deductions, or recalculations, except in the part relating to statutory public law obligations to pay taxes, surtaxes (if applicable), and mandatory contributions.

Salary supplements for night work, overtime, work on Sundays and holidays, as well as other material rights of workers, including holiday pay and Christmas bonus, will be paid in accordance with applicable special regulations, collective agreements, labor regulations, the employer's acts, or employment contracts.

The Client undertakes to duly and timely fulfil all public law obligations arising from the employment relationship, concerning the calculation and payment of taxes and contributions for compulsory pension and health insurance of employees.

In the case of employment of third-country nationals, the Client undertakes to ensure the existence of valid residence and work permits in accordance with the Aliens Act and to ensure their validity throughout the entire period of employment.

The Client further undertakes to ensure that the employed foreign workers are provided with adequate accommodation throughout the entire period of employment. Accommodation conditions must meet legal and subordinate minimum requirements and general standards of decent housing. The Client accepts the agency's guidelines for suitable accommodation, which are submitted with the Framework Agreement.

The Client is aware that in the event of non-compliance with the conditions of this Article, the Agency will be authorized to terminate the Contract without delay and exercise all rights in accordance with the applicable regulations of the Republic of Croatia. The Client also undertakes to fully cooperate with the competent state administration bodies in the event of inspections or other official procedures.

Final provisions

Article 10

1. The Client and the Agency shall endeavour to resolve all disputable situations by agreement.

The Client and the Agency will exchange information, complaints, and suggestions with each other, all to improve the quality of business cooperation.

2. The application and interpretation of these General Terms and Conditions shall be governed by the law of the Republic of Croatia.

In the event of disputes arising from or in connection with this Contract, including disputes relating to the issues of its valid creation, breach, or termination, as well as the legal effects arising therefrom, the Client and the Agency agree on the territorial jurisdiction of the Commercial Court in Zagreb.

3. The Contracting Authority and the Agency undertake to send all statements, confirmations, requests, reminders, or any other notifications or other communications that may significantly affect their rights and obligations or from the receipt of which certain deadlines are counted, in writing to their respective addresses by registered mail with acknowledgment of receipt or courier delivery with confirmation of the date of delivery. All operational communication between the Contracting Parties may be conducted orally, by telephone, or by e-mail.

These General Terms and Conditions apply from 01.03.2026.