

General Terms and Conditions

General Provisions

Article 1

General Terms and Conditions of PINOY 385 d.o.o. Palmotičeva 13/1, Zagreb, Croatia, OIB: 86556440901, registered with the Ministry of Labour, Pension System, Family and Social Policy under the registration number [CLASS: 102-02/19-04/24, REG.NO.: 524-04-01-01/5-19-2] MBS: 080658471, registered in the Register of the Commercial Court in Zagreb, share capital 10,000 EUR, paid in full, represented by Stjepan Jagodina, Director (hereinafter: the Executor) contain the general rules and conditions under which the Client and the Contractor agree on cooperation based on the concluded framework agreement on the terms and conditions of cooperation related to the provision of counselling and employment mediation services (hereinafter: the 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.

If there is a contradiction between the provisions of the Framework Agreement, the General Terms and Conditions, and the Offer, the provisions of the accepted Offer, i.e., the Individual Contract, which is a concluded acceptance of the Offer, the Framework Contract, and the General Terms and Conditions, shall primarily apply.

Any agreements that differ 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** are defined in these General Terms and Conditions, the Offer, the Framework Agreement, and its other annexes that form an integral part of the Contract.
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- **Worker:** A natural person who has been selected to perform the duties of a position with the Client as defined in the Contract.
 - **Questionnaire:** A document in which the Client expresses the need to find a workforce that the Client would employ, within the framework of the Contract, which contains information about the required qualifications and qualities of the candidate, as well as the conditions and specifics of the position.
 - **Offer:** A document in which the Service Provider presents the service to the Client (description of the service, scope of work), remuneration for the service, with the terms and conditions of service provision (method of payment, deadlines), with the aim that the Client accepts the same. The accepted offer by the Client constitutes an Individual Contract that is an integral part of the Framework Agreement.
 - **Individual contract:** A contract that arises between contractual parties upon acceptance of the Offer, and the process of concluding which is defined by the Framework Agreement.
 - **Selection procedure:** The procedure of recruitment and selection of Workers on the labour market for which the Client requests the service of the Contractor. 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:** authorisation 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 period of the duration and scope of the guarantee for the service provided is defined in the Offer, and the Client may request reimbursement of costs from the Service Provider in certain circumstances 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, supervision of work 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, i.e. all other costs defined in the Offer;
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- **Trade secret:** any information that is (i) secret because it is not generally known or easily accessible to persons from the circles that normally deal with the type of information in question, or (ii) has commercial value because it is secret, for example because its unlawful acquisition, use or disclosure could harm the interests of the party to which it belongs by undermining the scientific and technical aspects of the potential, business or financial interests, strategic positions or ability to compete, whatever form they may take, including, but not limited to, physical, electronic, pictorial, printed, recorded, photographed, magnetic, optical, digital, audible, as well as information communicated orally.
- **Confidential information:** confidential business information in the broad sense, i.e. business information that is classified as confidential by law, other regulation, contract, or contractual relationship or other contract or instruction, and which represents a production secret, the results of research or construction work, and other information, the disclosure of which to an unauthorized person could have adverse consequences for the economic interests of the party to which it belongs, irrespective of the form in which they are presented, including, but not limited to, physical, electronic, pictorial, printed, recorded, photographed, magnetic, optical, digital, audible, as well as information communicated orally.

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 Agency 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 Tender 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 further expressly and irrevocably agrees that the Agency, if the selected candidate does not accept the letter of intent or does not meet the conditions of the medical examination, without prior notification to the Client and without the need to obtain additional consent of the Client, sends a letter of intent on employment to the indicated 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.

5. Upon completion of the Selection Procedure, the Client shall make a final decision on the selected candidates with whom the Immigration Procedure will be continued, of which the Client shall be obliged to notify the Executor no later than 5 days after the Selection Procedure has been conducted.

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 stay 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 he 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 omissions, 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, the deadlines within which the submitted applications for extension will be completed, or 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 shall not be considered the responsibility of the Agency who will exercise the right to 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.

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 contracted, 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 on 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 explicitly defined as a guarantee period defined by the Agency's Offer, the employment relationship with the Client is terminated, either by unilateral dismissal by the Employee (unless the reason for the dismissal is a violation of the rights arising from the employment relationship or from this Agreement by the Client), or by justified dismissal by the Client for reasons for which the Employee is solely responsible, The Agency will 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. In addition to the above-mentioned in Art. 1, 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 Contractor 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 Labor Act and the Employment Contract;
- 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-fulfilment 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, 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 plane 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 the 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 permanently keep the Confidential Information and Business Secrets that they have learned pursuant to the Contract.
 2. In particular, the Client's access to 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 for the Agency to perform the Services referred to in 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
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Services under this Agreement, if so agreed, is also considered to be particularly confidential information.

3. 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. 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 that arose in connection with the business cooperation that is the subject of this Contract, and in particular the access data referred to in point 2, unless the individual contracting party is obliged to keep it by law.

Protection of personal data

Article 8

1. The Contractor 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. In accordance with the regulations of the Republic of the Philippines, the Contractor is obliged to keep all documentation, including the personal data of Filipino Workers, for a period of 5 years.

2. The Client and the Contractor 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. The Agency's statements on the processing of personal data are available at <https://pinoy385.hr/politika-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, in particular 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 is primarily conducted via e-mail, and in case of emergency, it can be conducted orally and by telephone. In case of doubt, the authoritative communication is recorded in writing.

These General Terms and Conditions apply from 01.03.2026.

PINOY³⁶⁵

