General Terms and Conditions for the Assignment of Workers

General Provisions

General Terms and Conditions for the Assignment of Employees of PINOY 385 d.o.o. Palmotićeva 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 EUR 10,000.00 (ten thousand euros), paid in full, represented by Stjepan Jagodina, Director (hereinafter: the Agency) contain the general rules and conditions under which the Beneficiary and the Agency agree on cooperation on the basis of the concluded Framework Agreement on the Assignment of Workers (hereinafter: the Agreement).

The General Terms and Conditions shall be considered an integral part of the Agreement and shall apply to all matters not regulated by the Agreement and/or its other annexes.

In the event that there is a contradiction between the provisions of the Contract, the General Terms and Conditions and the Offer, the provisions of the accepted Offer, i.e. the Individual Contract, which is considered to be a concluded acceptance of the Offer, the Contract and the General Terms and Conditions, shall primarily apply.

All agreements that differ from the provisions of the Contract, the Offer and the General Terms and Conditions must be expressly confirmed in writing, with the possibility of exchanging signed amendments and/or amendments by appropriate and credible electronic communication, in order to become valid and binding.

An integral part of the Agency's Offer is the Questionnaire, which the User is obliged to complete 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 additions by appropriate and credible electronic communication, and is considered an integral part of the Offer as well as an integral part of the Contract.

Definition of names and terms

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 and which, on the basis of the contract on the assignment of the Worker, assigns the Worker to another employer (User) for temporary performance of tasks.
- **Beneficiary**: The Employer to whom the Agency, on the basis of the Contract on the Assignment of Workers (Framework and Individual), assigns Workers for temporary performance of work.
- **Contract**: Terms of cooperation between the User and the Agency defined in these General Terms and Conditions, the Offer, the Framework Agreement and its other annexes that form an integral part of the Agreement.
- **Worker**: A natural person who has been selected to temporarily perform the duties of a position with the User defined in the Contract.
- **Questionnaire**: A document in which the User expresses the need to find a workforce for temporary performance of work with the User, 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 User (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 User accepts the same. The offer accepted by the User constitutes an Individual Contract that is an integral part of the Contract.
- **Individual Contract**: A contract that arises between the contracting parties upon acceptance of an Offer, and the process of concluding which is defined by the Agreement. For the avoidance of doubt, an Individual Contract consists of each separate Offer accepted by the User.

- **Selection Procedure**: The procedure of recruitment and selection of Workers in the labour market for which the User requests the Agency's services, if contracted. Selection interviews and assessment of professional, work and other relevant competencies of Workers can be conducted through online platforms, personal interviews or other appropriate assessment methods, in accordance with the needs of the User and the nature of the workplace.
- **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/Beneficiary for the employment of Workers abroad issued by the competent authorities of the Worker's country of origin.
- **Services**: Provision of services by the Agency for Temporary Employment of Workers for the purpose of assignment to work with the User for temporary performance of jobs.
- **Employment contract: an** employment contract for the temporary performance of tasks concluded between the Agency and the Employee 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 the Worker 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, costs related to work training, i.e. all other costs defined in the Offer and the Individual Contract;
- **Trade secret**: all information that is (i) secret because it is not generally known or easily accessible to persons from the circles normally dealing with the type of information in question, in its entirety or in the exact structure and composition of its components, and (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 impairing the scientific and technical potential, business or financial interests, strategic positions or ability to compete, regardless of the form in which it is presented, 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 some 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, regardless of the form in which it belongs, including, but not limited to, physical, electronic, image, printed, recorded, photographed, magnetic, optical, digital, audio, as well as information communicated orally.
- **Records of working hours**: records of working hours of assigned Workers in accordance with the regulations governing the content and manner of keeping records of employees and working hours at the employer;
- **Force majeure**: extraordinary circumstances occurring after the conclusion of the Contract, which could not have been foreseen at the time of the conclusion of the Contract, as a result of which the fulfilment of an obligation has become excessively difficult for one of the contracting parties or would have caused it an excessively large loss.

Contract on the assignment of workers

By accepting these General Terms and Conditions, the User expressly confirms and guarantees that all legal conditions for the assignment of Workers have been met and that there are no legal or other obstacles to the conclusion and execution of the contract for the assignment of Workers, including cases in which the assignment of Workers is prohibited or limited by applicable regulations (for example, assignment of Workers to replace Workers who are on strike). The User further undertakes not to assign the assigned Workers to third parties or other temporary employment agencies, but that the assigned workers will exclusively perform tasks for the User. The User guarantees to the Agency that this information can be relied on in all respects, especially with regard to the prescribed misdemeanor liability under the Labor Act.

In the event that the User sends the Employee to work in jobs for which he is not qualified, for which he does not meet the prescribed conditions or which he is not allowed to perform for any reason, the User bears sole responsibility for all

consequences of such conduct, i.e. bears all risk and related costs (including, but not limited to, penalties and damages) are borne exclusively by the User.

The Agency and the User may not contract the use of the work of the same assigned Worker for the performance of the same tasks for a period longer than that prescribed by the provisions of the applicable Labour Act, unless such extension is permitted by the exceptions provided for in these provisions.

Agency services

If so agreed, the Agency will conduct the Selection Procedure according to the information received from the User in writing in the Questionnaire. After the selection interview, the User makes a final decision on the selected candidates and informs the Agency which of the presented candidates meet the requirements and needs set out in the Questionnaire.
The User is obliged to notify the Agency of the selected candidates no later than 5 (five) working days from the selection procedure. If the User fails to submit a decision on the selection of candidates within the specified period, the Agency is not responsible for any extension of the deadlines for the processing of permits, immigration procedure or the commencement of work of the Worker.
Prior to posting the Worker to perform work for the User, the Agency shall conclude an employment contract with the Worker and deliver a referral containing the information prescribed by the applicable Labour Act.

In the case of employment of third-country nationals, the Immigration Procedure is carried out beforehand for the selected candidates.

Prior to posting the Employee to work for the User, the Agency shall refer the Workers, for whom it is necessary in accordance with the applicable regulations and the information provided by the User, for an appropriate medical examination. The User bears all responsibility for the consequences of inaccurate, incomplete or late submitted information on jobs, workplace risks and special working conditions, including cases in which an inadequate medical examination or an inadequate examination was carried out due to such information.

The User undertakes to inform the Agency in a timely manner, and no later than before the Worker is posted to work, of all requirements related to medical examinations, including the type of examination, special health conditions and workplace risks, which may affect the scope and content of the medical examination.

The above applies accordingly to other mandatory or necessary examinations, training and certificates, including but not limited to sanitary examinations, the acquisition of a hygiene minimum and other special conditions prescribed for the performance of certain tasks.

All costs of examination, training and fulfilment of special conditions from this Article shall be borne by the Agency, whereby the Agency shall re-invoice the same costs to the Beneficiary in the manner and with the due date defined in the Contract, unless otherwise agreed.

Immigration Process

The Agency will obtain residence and work permits for the Workers, on the basis of which the Worker can be assigned to work for the User in accordance with the provisions of the Foreigners Act.

By accepting these General Terms and Conditions, the User acknowledges that the Immigration Procedure implies cooperation with various foreign and domestic state authorities, 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. Consequently, the Agency does not guarantee and cannot assume responsibility for the deadlines for issuing the necessary permits, approvals, approvals or other documentation. Any extension of the duration of the procedure for reasons beyond the

control of the Agency shall not be considered a breach of the Agency's contractual obligations. The Agency shall notify the User of all circumstances that may affect the duration of the procedure without delay.

The User confirms that he is aware that the assignment of a Worker who is a third-country national is related to the specifics regarding the connection between the residence and work permit issued to the Agency as an employer and the User to whom the Worker will be sent to work. In addition, the User is aware that this is why the Agency closely involves him in the selection and recruitment process. In case of dissatisfaction with the Worker, the User may only agree with the Agency on the assignment of a new Worker for whom the Agency will re-settle all necessary costs and fees as defined in the provisions of the Contract and/or the Offer, whereby the Agency, due to the aforementioned specific circumstances, cannot undertake within which deadlines the new assigned Worker will be insured or able to start working with the User. The User confirms that he/she understands the stated circumstances and that he/she knowingly assumes the risk of the above and that he/she will not have any claims against the Agency on the basis of the termination of the assignment of an individual Employee, including, but not limited to, any delays in the work process.

The Agency shall, in the name and on behalf of the User, and at the expense of the User, organize the transport of the Third-country national Worker by air from the place of departure to the airport of the Worker's place of work.
In the event that the airport in question is located in a place other than the place of work of the Worker, the Agency shall, in the name and on behalf of the User, and at the expense of the User, organize transport to the place of work.
The User is obliged to pay the service of organizing transport, paying for the airline ticket, as well as all other costs of transport and accommodation incurred to the final destination of the Worker, in advance, without delay, upon the Agency's invitation.

In the event that the User organizes the transport of the Worker by air and/or other means of transport to the place of work, the User 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.

The User 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 and/or the Employee, and any costs that could arise due to the delay or cancellation of the flight, regardless of who organizes the transport.

The User is obliged, directly or through the Agency, and in accordance with the Agency's instructions, to bear the costs of purchasing a return air ticket for the journey by which the Employee arrives at the contracted work and for the journey back to the country of origin after the termination of the assignment, and no later than every 24 months in the event of an extension of the initial assignment period.

If so defined in the Offer, the User undertakes to provide adequate accommodation to third-country national workers, from the moment prescribed by the provisions of the regulations governing the stay and work of foreign Workers, and to ensure the same for the entire duration of the assignment.
In the event that the provided accommodation is far from the place of work in accordance with the provisions of the User's general act that prescribes the minimum distance for the right to cover the costs of transport, i.e. in the event of the occurrence of actual costs by public transport in the amount of the price of a monthly or individual ticket, either by purchasing a ticket or by insuring transport in another appropriate way, the User is obliged to notify the Agency of the same without delay. In such a case, the Agency is authorized to re-invoice the incurred transport costs to the User.

The User confirms that he is aware of the fact that in the case of assignment of Filipino citizens, the Agency is obliged to cooperate with the Philippine authorities in an orderly and timely manner and that it is stated in the business interest of the Agency. Consequently, regardless of whether the User requests the Agency to assign a new Worker, the User is obliged to immediately notify the Agency of any circumstance due to which the User warned the Worker orally or in writing, about the manner of performing work tasks, adherence to work rules, work performance, behavior at work or other circumstances relevant to the performance of work with the User, as well as about any circumstance that prevents the Worker from properly performing work tasks. All written correspondence between the User and the Filipino Worker must also be in English.

Safety at work

Prior to the commencement of the Worker's work with the User, the User is obliged to acquaint the Workers with the risk assessment, special professional knowledge or skills for performing work with the User, as well as with all the risks of performing work related to health and safety at work, and to ensure the professional qualification of the Worker in accordance with the regulations on occupational safety prescribed for the tasks they will perform at the User. In addition to the equipment and means of work that the User is obliged to provide in accordance with the regulations governing the issue of safety at work, the User is also obliged to provide other means of work and the necessary safety equipment at no cost to the Worker.

Prior to the commencement of work, the User shall inform the Employee of the collective agreement, the Labour Regulations and other internal acts, ordinances, procedures, decisions and instructions applied to the User, to the extent applicable to the assigned Worker, and which are relevant to the performance of the tasks to which the Worker has been assigned.

In relation to the assigned Worker, the User is considered an employer in terms of the obligations to apply the provisions of the Labour Act and other laws and regulations governing safety and health protection at work and special protection of certain groups of Workers.

In the event that the assigned Worker suffers an injury at work at the User's place, the User undertakes to notify the Agency in writing without delay, and no later than within 24 hours of becoming aware of it, and to submit to the Agency all documentation and information at its disposal regarding the event without delay.

The User also undertakes to inform the Agency in writing without delay, and no later than on the same working day when he learns of the reason for the absence, about the failure to come to work of the assigned Worker and any incident during work with the User that involves the intervention of the police and/or other competent state authorities.

The Beneficiary shall be obliged to inform the Agency without delay of any inspection, administrative, misdemeanour or court proceedings, supervision or other official action of the competent authorities relating to or may be related to the assigned workers, their working conditions, accommodation, safety at work or the execution of this Agreement, and to enable the Agency to participate in such procedures and to submit all relevant documentation and information at its disposal without delay.

Workplace and jobs

Workers will perform work for the User at workplaces at the User's headquarters and other locations where the User has its work premises or business facilities, or if necessary in the field, all in accordance with the provisions of the Assignment Agreement.
Workers shall perform tasks for the User which, by their nature and organization of work, fall within the scope of the User's duties, in accordance with the conditions prescribed by law and general acts of the User for a particular position. The User shall be responsible for determining and timely submitting the conditions that the Employee must meet for the performance of a particular job or workplace and for the compliance of these conditions with the applicable regulations.

The User is obliged to ensure that the assigned Worker who is a third-country national performs tasks exclusively at the workplace and at the jobs for which he/she has been issued a stay and work permit. The User bears full responsibility for compliance with this obligation and for all consequences of its breach.

Opening hours and leave

Workers will work full-time for the User. The working time schedule is determined by the User.

During work, the Worker has the right to a break, daily rest and weekly rest in accordance with the Labour Act, the collective agreement binding on the User and its general acts.

An employee is entitled to annual leave in the duration and under the conditions prescribed by the Labour Act, the collective agreement binding on the User and its general acts.

The use of annual leave of the assigned Employee shall be determined by the Agency, with the User's prior statement on the organizational needs of the User's work. If the Agency and the User do not reach an agreement on the date of use of annual leave, the decision on the use of annual leave shall be made by the Agency, taking into account the organizational needs and work processes of the User, provided that the User has informed the Agency in a timely manner.

The User is obliged to inform the Agency in a timely manner of all circumstances that are important for the planning and use of the annual leave of the Employee, in particular of periods of reduced workload, work stoppage or other organizational reasons that may affect the Employee's work schedule.

The Agency reserves the right to instruct the Employee to use annual leave during the period when the User temporarily does not need to work or when organizational needs require it.

The employee is obliged to use the annual leave in the period determined by the Agency and to comply with the decision on the use of annual leave.

The User undertakes to enable the Employee to use annual leave in the period determined by the Agency and to ensure that the organization of work at the User's work does not prevent the exercise of this right.

During the use of the annual leave of the assigned Worker, the Agency pays the Worker salary compensation in accordance with the Labor Act.

The Beneficiary undertakes to reimburse the Agency for all costs arising from the use of the annual leave of the assigned Worker, including the remuneration of the Worker's salary and related taxes and contributions, to the same extent as if the Worker had worked for the Beneficiary during that period, unless the contracting parties agree otherwise in writing.

If the Employee uses the annual leave during the period in which it was assigned to the User, the Agency will calculate the Employee's salary compensation to the User during the use of the annual leave in accordance with the agreed price of work or the total cost of the salary for that period.

The User is obliged to assign the Workers to full-time work and to the full fund of monthly hours during each month. In the event that the User fails to do so, and the Workers were available for work, the lack of hours will not be considered the so-called unproductive work, but will be considered as time worked and will be invoiced to the User as regularly worked hours, i.e. the Agency may invoice the amount of the full monthly gross II salary of the assigned Worker. In the event that the User determines a collective annual leave in the company, the assigned Employee will be calculated working hours as if he or she had worked regularly.

Force majeure

In the event that either the Agency or the User is prevented from fulfilling their contractual obligations due to Force Majeure, they are obliged to notify the other party in writing without delay, and no later than within 48 hours.

Circumstances relating to the financial situation, organization of business or employment relations of the contracting party shall not be considered force majeure.

In the event of the occurrence of circumstances constituting force majeure, the Contracting Party affected by the circumstance shall do everything in its power to fulfil its contractual obligations. In the event that force majeure prevents the performance of the part of the Agreement that does not affect the performance of the Contract as a whole, the Contracting Party shall continue to perform the obligations not affected by the force majeure.

If the impossibility of performance lasts longer than 30 (thirty) days, each party has the right to terminate the Agreement with immediate effect, whereby the User is obliged to settle all due and undue obligations and costs incurred by the date of termination of the Agreement, within the deadlines specified in the provisions of the Agreement.

Records of working hours

The User shall keep records of the Employee's working hours in accordance with the provisions of the applicable Ordinance on the Content and Manner of Keeping Records of Workers Employed by the Employer.

The User undertakes to submit to the Agency, no later than 2 (two) days from the expiry of each accounting period (month) in the period of assignment, records of working hours and all data relevant to determining the amount of the agreed salary of the assigned Workers, i.e. data on hours of work, so that the Agency can calculate and pay the salary or salary compensation for the Workers on the basis of these data. If the User fails to submit the records of working hours and other data necessary for the calculation of salary within the period referred to in the previous paragraph, the Agency is authorized to calculate the salary and other receipts of the Employee on the basis of the latest available data or its own reasonable estimate. The User bears all responsibility for any differences in the calculation caused by inaccurate, incomplete or late submission of data and undertakes to compensate the Agency for all costs, obligations and damages incurred on this basis.

In addition to the calculation of working hours, the User is obliged to submit to the Agency within the same deadline the calculations of all additional potential taxable and non-taxable costs for a particular month with the submission of credible documentation. If the User wishes to pay the Employee gross incentives, non-taxable bonuses and the like, the Agency will pay them to the Employee and re-invoice them to the User. The User agrees that the Agency pays the Employee salary receipts that the User pays to the employees directly employed by the User in accordance with the regulation, collective agreement, work regulations or the User's act as a material right from the employment relationship (Christmas, Easter, holiday pay, etc.), i.e. which represent the compensation of costs to the Employee. The User will inform the Agency in a timely manner about the amounts of receipts, which will then re-invoice them to the User without additional compensation.

Unless otherwise agreed in writing, the User bears the cost of salary compensation for all periods in which the assigned Worker, in accordance with the Labour Act, other applicable regulations or the employment contract, is entitled to salary compensation, to the extent that the said cost is charged to the Agency as the employer. This includes, in particular, salary compensation during temporary incapacity for work (sick leave), use of annual leave, paid leave, holidays and non-working days and other justified absences from work provided for by law or contract.

The Agency is authorized to all costs incurred in this way, together with the associated taxes, contributions and other mandatory charges, calculated and re-invoiced to the User.

Fees, deadlines and payment terms

The Agency's fee for each assigned Employee will be specified in the Offer and/or the Contract. In addition to the agreed fee, the User is obliged to reimburse the Agency for all other costs incurred in connection with the assignment of the Employee or during the duration of the assignment, which are not included in the agreed fee, which includes all costs that

are necessary and/or related to the provision of the Service and the proper performance of the Contract, unless otherwise agreed. Such costs will be calculated or re-invoiced to the User in the actual amount.

These costs include, but are not limited to, the costs of sanitary examination, hygiene minimum, medical examinations, training for safe work, professional training, mandatory education, examinations, issuance of permits, certificates and other costs necessary to perform work with the User, regardless of whether they are incurred before or during the assignment of the Worker.

In the event of force majeure or extraordinary market circumstances, which were not foreseeable at the time of the conclusion of the Agreement, including but not limited to prices caused by war, supply chain disruptions, inflation or similar circumstances materially affecting the operating costs of the Agency, the Contracting Parties shall enter into additional negotiations in good faith to reconcile the remuneration and/or other costs.

If, as a result of a change in the amount of the prescribed minimum wage, an increase in the gross salary of the User for Workers employed by the User in the same or if there are no such workers, similar jobs, changes to the applicable collective agreement or general acts of the employer or other regulations regulating salaries, remuneration based on employment, costs and other benefits, the Agency is obliged to pay a higher salary to the Employee or to pay other mandatory benefits from the salary, the Compensation will be increased in relation to a specific Employee by the stated amount that the Agency is obliged to pay to the Employee due to such changes, without the obligation to conclude an addendum to the Contract. Regardless of the automatic change in the amount of the Compensation, the User agrees to enter into an appropriate addendum to the Agreement for the sake of clarity and regularity of business. In any case, the User is obliged to inform the Agency in a timely manner of changes in all regulations, collective agreements, internal acts and other circumstances that may affect the calculation of salaries or other receipts of the Workers assigned.

In the assignment contracts, it is possible to agree on a fee in the amount of agency fee defined by the Offer, which is calculated on the total amount of the Worker's cost or compensation per regular hour of work of the Worker.

In the event of late payment, the Agency has the right to calculate statutory default interest and all costs of reminders, attorney's services and forced collection. In the event of the User's delay in the payment of any due claim longer than 8 (eight) days, the Agency has the right to temporarily suspend the assignment of one or more Employees without prior notice until all due obligations are settled. During the suspension, the User is not entitled to compensation for damages or any other claim against the Agency. The suspension of assignment does not affect the User's obligation to settle all due and overdue liabilities incurred up to the date of suspension.

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Salary and working conditions

The Worker shall perform the tasks in accordance with the instructions of the User. The User shall be obliged to control the work of the assigned Workers and decide on the schedule of their working hours.

The beneficiary is obliged to provide workers with working conditions in accordance with positive regulations and must not discriminate against them in any way in relation to their own employees, i.e. they are obliged to protect them from unequal treatment in accordance with the regulation on combating discrimination.

The User undertakes to fully and truthfully inform the Agency about the working conditions of the Workers employed by the User on the tasks to be performed by the assigned Worker.
The User undertakes to submit to the Agency information on regulations, collective agreements and general acts applicable to Workers employed by the User in the same or similar (comparable) jobs, to the extent necessary to determine the rights of the assigned Workers in accordance with the applicable regulations.

The User undertakes to inform the Agency in writing about the amount of salary and other working conditions of the Workers employed by the User in the jobs to be performed by the Workers, i.e. to submit to the Agency the data and

regulations that apply to the determination of the salary of the User. The agreed salary and other working conditions of the Employee must not be determined in the amount lower than the salary of the Employee employed by the User in the same jobs, and if there is no such Worker, the salaries of the Workers in similar jobs or less favourable than other working conditions of the Workers employed by the User in the same or similar jobs that the assigned Worker would have achieved if he had concluded an employment contract with the User.

The User guarantees the accuracy, completeness and timeliness of all data submitted to the Agency for the purpose of determining the salary and other working conditions of the Workers provided. If, due to inaccurate, incomplete or late submitted data to the Agency, the obligation to pay additional salary, compensation, substantive rights, taxes, contributions, interest, penalties or other costs arises, the User undertakes to reimburse the Agency for the entire cost thus incurred.

The Assignment Agreement shall determine the manner and period in which the Beneficiary must submit to the Agency a calculation for the payment of salary and the regulations applicable to the determination of the User's salary, as well as the manner of submitting information on the criteria for assessing the value of work and the manner and deadlines for submitting information on the amount of salary and the type of remuneration of the Worker on the basis of the employment relationship, which are calculated and paid for the position to which the Worker is assigned to the Beneficiary on the basis of prescribed, determined or agreed criteria.

The User undertakes to cooperate with the Agency in order to fulfill the Agency's obligation to inform the Employee about the transparency of salaries and to inform about salaries during the employment relationship, in accordance with the applicable labor regulations. Given that the salary and remuneration from the employment relationship may be regulated by collective agreements, labor regulations and other acts applied to the User, the User undertakes to submit to the Agency in a timely manner all information necessary for the fulfillment of the aforementioned obligations, whereby he is responsible for their completeness, accuracy and truthfulness. The User undertakes to submit information to the Agency in the manner and within the deadlines to be determined by the Contract, but always when any change occurs.

Takeover of Assigned Workers

In the event that the User decides to take over the assigned Employee or employ him directly in his company, the conditions and remuneration to the Agency will be determined by the Agency's Offer.
In any case, in the case of assignment of a Worker-third-country national, if the User decides to employ the Worker directly in his company, the Worker will be assigned to the User until the moment of obtaining a permit to stay and work with the User as an employer, unless such assignment would be contrary to the applicable regulations.

Compensation for damages

The User is responsible for the accuracy, completeness and timeliness of all data, information and documentation submitted to the Agency. The Agency is not responsible for damages, costs, penalties, violations or other consequences arising from inaccurate, incomplete or late submitted data by the User.

If the User fails to timely submit the data, documentation or notifications that he is obliged to submit to the Agency according to the Contract, these General Terms and Conditions or at any other request, he shall be liable for all damages, costs, penalties, misdemeanor sanctions and other consequences that arise to the Agency or the Employee as a result.

The damage caused by the assigned Worker at work or in connection with work with the User to a third party shall be compensated by the User, who is considered to be the employer in relation to the recourse liability of the assigned Worker.

The Agency shall be liable for the damage caused to the User by the assigned Worker at work or in connection with work only in the event that the damage was caused by the intention or gross negligence of the Worker in accordance with the

general regulations of the law of obligations. The Agency shall not be liable for damage resulting from instructions, work organization, supervision or omission of the User, nor for damage caused by the User's failure to fulfill obligations in the field of occupational safety. If the User suffers damage or settles the claim of a third party, he is obliged to notify the Agency in writing without delay, with the submission of relevant documentation, and enable it to participate in determining liability and the amount of damage. The Agency shall compensate the established and undisputed part of the damage within 30 (thirty) days from the date of receipt of a proper and reasoned request, provided that its liability has been previously established in accordance with this Agreement, i.e. that it has not been disputed by the Agency

In the event that the Agency is obliged, on the basis of the employer's liability or on any other basis related to the work of the Employee assigned to the User, to settle any compensation, penalty, damage or other cost (including the cost of legal representation) incurred as a result of the User's actions, omissions or instructions, or damage suffered or caused by the Employee assigned to the User, the User undertakes to reimburse the Agency for the entire cost thus incurred upon the Agency's written request and with the submission of relevant documentation, within 30 days of receipt of the request.

If the assigned Worker suffers damage at work or in connection with work with the User, he/she may claim compensation from the Agency or the User, in accordance with the provisions of the applicable Labour Act.

Procedure in case of dissatisfaction with the work of the Worker and dismissal of the Worker

If the Employee violates the obligations arising from the employment relationship by his/her conduct, namely:

- breaches the obligations arising from the employment relationship in a manner that may result in dismissal due to the Employee's misconduct, the Agency shall act in such a way that, based on the notice of breach with all sufficient evidence, which the User is obliged to submit to the Agency without delay, it will deliver a reminder to the Employee (warning of employment obligations) and, if the circumstances from the warning are repeated and other prerequisites from the Labor Act and the employment contract are met, the Employee will terminate the employment contract. Upon the expiration of the notice period, the referral to the User shall cease;
- commits particularly serious violations in such a way that the work of that Employee with the User is no longer possible and, in accordance with the provisions of the Labor Act, the conditions for extraordinary dismissal have been met, the User may request the immediate termination of the work of that Employee with the User. The User is obliged to inform the Agency without delay, and no later than fifteen days from the date of learning of the fact on which the extraordinary dismissal is based, of all the circumstances and submit all the evidence he has on that circumstance, given that this is a legal prerequisite for the termination of employment.

- in the event of circumstances that may constitute the basis for personally conditioned termination of the employment contract, failure to satisfy the Employee on probationary period, the User is obliged to notify the Agency without delay and submit all relevant information and data necessary to carry out the appropriate procedure prior to the eventual termination of the employment contract.

The Agency, as an employer, independently assesses the legal nature and significance of the submitted circumstances and evidence, and decides on further action, the type of possible dismissal reason and the existence of prerequisites for termination of the employment contract.

In the event that the assigned Employee terminates the employment contract prematurely, the Agency undertakes to notify the User thereof without delay after receiving the Employee's dismissal.

Trade secrets and confidentiality of information

The Agency and the User undertake to permanently keep the Confidential Data and Business Secrets that they have learned on the basis of the Agreement.

The Agency and the User undertake to use the said data exclusively for the purposes for which they were assigned, i.e. for the performance of the Services from 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 User and the Agency undertake to return to each other, i.e. to destroy (depending on the instructions of the other Contracting Party) all materials and documentation that they have received from the other Contracting Party or that has arisen in connection with the business cooperation that is the subject of this Agreement, unless each Contracting Party is obliged to keep it by law.

Protection of personal data

The Agency and the User are independent personal data controllers 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 with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, GDPR). GDPR), legal and regulatory obligations.
The User undertakes to use the personal data of the Candidate and the Employee exclusively for the purpose of implementing the Agreement and will not retain them longer than the period necessary for the achievement of this purpose.
The Agency processes and stores the personal data of candidates and employees in accordance with applicable regulations and its own rules on personal data protection.

The Agency's statements on the processing of personal data are available at www.pinoy385.hr/privacy-policy/ .

Adherence to minimum working conditions

The Beneficiary confirms that by acting responsibly he 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 User undertakes to respect all the rights of the Employee prescribed by the Labor Act, collective agreements, labor regulations, other general acts of the User and employment contracts, which are valid at the place of work.

The Beneficiary guarantees that it will ensure the payment of at least the legally prescribed minimum wage in the Republic of Croatia to all its employees, i.e. the salary determined in accordance with collective agreements, labor regulations, acts of the employer and other internal acts that apply to the determination of the amount of salary at the User.

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 the Worker, including holiday pay and Christmas bonus, will be paid in accordance with applicable special regulations, collective agreements, labour regulations, employer's acts or employment contracts.

The User confirms that in relation to its own Employees it acts in accordance with the applicable regulations in the field of labor, social security, occupational safety, taxes and contributions, and undertakes to duly and timely fulfill all obligations that it has as an employer towards its employees and competent authorities during the duration of the contractual relationship with the Agency.

The User further undertakes to ensure that the workers employed by them or assigned to work - third-country nationals, if so agreed, are provided with adequate accommodation throughout the entire period of employment. The conditions of accommodation must meet the legal and subordinate minimum requirements and general standards of dignified housing.
The User accepts the agency's guidelines for adequate accommodation, which are submitted with the Contract.

The User is aware that in the event of non-compliance with the conditions from 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 Agency shall have the right, regardless of the right to terminate the Contract, without prior notice, after the expiry of a reasonable period set by the Agency for the elimination of irregularities or the fulfilment of the User's obligations, to temporarily suspend the assignment of one or more Workers in the event of due outstanding obligations of the User, suspicion of violation of labor regulations, occupational safety or regulations governing the stay and work of foreigners, failure to provide adequate accommodation, preventing the Agency from fulfilling its legal obligations or other circumstances that may jeopardize the rights and safety of the Employee or expose the Agency to legal, misdemeanor or material liability. The suspension of the assignment shall not be considered a breach of the Contract by the Agency, nor shall the User be entitled to compensation for damages or any other claim against the Agency on that basis. The User shall remain obliged to settle all fees, costs and other obligations incurred up to the date of suspension of assignment.

The User undertakes to inform the Agency without delay of any inspection, administrative or judicial procedure and other official conduct relating to the assigned Workers or to the execution of the Contract, and to provide the Agency with all necessary cooperation and information.

Code of Conduct

By accepting these General Terms and Conditions, the User confirms that he/she is familiar with the Code of Conduct for Business Partners (hereinafter: the Code), which are available on the website of the Agency https://pinoy385.hr/quality-policy/, that he/she has read and understood them and that he/she accepts them as an integral part of the Contract. The User undertakes to comply with the provisions of the Code when performing the obligations under the Contract and cannot claim ignorance of their content or requirements.
Violation of the provisions of the Code constitutes a material breach of the Contract for which the Agency has the right to terminate the Agreement with immediate effect.

Final provisions

The Beneficiary and the Agency shall endeavour to resolve all disputable situations by agreement. The Beneficiary and the Agency shall mutually exchange information, complaints and suggestions, all in order to improve the quality of business cooperation.

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 the Contract, including disputes relating to the issues of its valid origin, breach or termination, as well as the legal effects arising therefrom, the User and the Agency agree on the territorial jurisdiction of the court with subject matter jurisdiction in Zagreb.

The User 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 calculated, 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 relevant communication is recorded in writing.

These General Terms and Conditions for the assignment of Workers apply from 01.09.2026.