

GENERAL TERMS AND CONDITIONS TOSS GROUP

INDEX

Part 1 – General terms

Article 1	Applicability
Article 2	Definitions
Article 3	Offers
Article 4	Payments
Article 5	Duration and termination of Partnership Agreement and / or Placement Agreement(s)
Article 6	General compensation
Article 7	Applicable law and disputes

Part 2 – Additional terms on staffing, secondment, recruitment and selection

Article 8	Providing employees
Article 9	Working conditions and liability
Article 10	Minimum payment obligation
Article 11	Hours declaration forms
Article 12	Remuneration
Article 13	Termination of the Employment Agreement
Article 14	Duration of the placement
Article 15	Termination of the placement
Article 16	Details of actual placement
Article 17	Entering into an employment relationship between the Client and an employee
Article 18	Tariff
Article 19	Reimbursement for recruitment and selection

Part 3 – Additional terms on payroll and back office services

Article 20	Identity check and processing of personal data
Article 21	Duration and cancellation of the Partnership Agreement and Placement Agreement

Part 1 – General Terms

These Terms and Conditions apply to all quotations, offers, order confirmations, agreement contracts or framework agreements and other agreements concluded with:

- **TOSS in Holland P B.V.** registered with the Dutch Chamber of Commerce under number 57787344;
- **TOSS in Holland U B.V. / Sterck! B.V.** registered with the Dutch Chamber of Commerce under number 64636755,
- **KoWerkt B.V.**, registered with the Dutch Chamber of Commerce under number 80047130,
- **KoWerkt Zorg B.V.** ingeschreven bij de Kamer van Koophandel onder het nummer 81255713,

hereinafter - jointly - referred to: the “**TOSS GROUP**”, with regard to services of whatever nature or under whatever name, unless otherwise specified.

Article 1. Applicability

1.1 These Terms and Conditions apply to the following services performed by **TOSS GROUP**:

- a) Payroll administration
- b) Payroll
- c) Temporary employment (as described in Article 7: 690 of the Dutch Civil Code)
- d) Contract management
- e) Back office
- f) Other expat services
- g) Legal services
- h) Salary administration Services
- i) Other administrative services

1.2 These Terms and Conditions can at all times be amended or supplemented by **TOSS GROUP**. The amended General Terms and Conditions then also apply to previously concluded agreements. Effective one month after written notification of the amended General Terms and Conditions.

1.3 The applicability of other conditions of the Client is explicitly rejected.

1.4 Terms and agreements that deviate from these General Terms and Conditions are only valid after written approval by **TOSS GROUP** and only apply to the relevant agreement.

1.5 In the event of the destruction or annulment of one or more provisions of these conditions, the remaining provisions of these conditions remain in force.

1.6 The titles of articles and subheadings in these terms and conditions do not have any independent meaning, they do not affect the explanation of the articles.

Article 2. Definitions

The following terms are defined in these Terms and Conditions as follows:

- 2.1 Employment Agreement:** Employment agreement between **TOSS GROUP** and the employee where the employee is employed by **TOSS GROUP** and is assigned to the **Client** to perform work under the supervision and management of the **Client**, in the context of Section 7: 690 of the Dutch Civil Code, pursuant to the Placement Agreement.
- 2.2 Employee:** any natural person or legal entity who is appointed by **TOSS GROUP** is assigned to the **Client** to perform work - on the basis of an Employment Agreement - under the management and supervision of the **Client**.
- 2.3 Client:** The party to whom the employee is employed by **TOSS GROUP** is assigned to perform work under its supervision and management in the context of an placement as in paragraph 2.4.
- 2.4 Placement Agreement:** The assignment agreement between **TOSS GROUP** and **Client** on the basis of which an employee - or his replacement, if replacement is allowed - by **TOSS GROUP** is made available to the **Client** to perform work under its supervision and management.
- 2.5 Temporary employment clause:** The clause that the Employment Agreement ends by operation of law at the moment that the **Client** terminates the assignment within the meaning of article 7: 691 paragraph 2 of the Dutch Civil Code.
- 2.6 Monthly/day /hourly rate:** the agreed rate that **TOSS GROUP** charge the **Client** in accordance with the assignment and conditions.
- 2.7 Remuneration:** The agreed gross salary per month or per hour of the employee.
- 2.8 Payroll service:** The service provided by **TOSS GROUP** whereby the **Client** outsources the legal employment of the employee(s) recruited and selected by the **Client** to **TOSS GROUP**. Employees recruited and selected by the **Client** enter into service at **TOSS GROUP** based on an Employment Agreement **TOSS GROUP** makes them available to the **Client**, where they perform work under the supervision and management of the **Client**. **TOSS GROUP** pays the salary to employees.
- 2.9 Back office service:** The service provided by **TOSS GROUP** delivered payroll services and extra services to brokers on the labor market, including invoicing to **Clients** of **Clients**.
- 2.10 Recruitment platform:** The platform on which vacancies can be placed by **Clients** and to which job seekers can respond.
- 2.11 Time registration:** the recording of the number of hours worked per compensation period via the internet portal of **TOSS GROUP**, on the basis of which compensation takes place.
- 2.12 Partnership Agreement:** The agreement between **TOSS GROUP** and the **Client** in which the parties have established agreements regarding the cooperation.
- 2.13 Contract management:** Managing contracts in the broadest sense, including conducting and processing timesheets.
- 2.14 Salary Administration Service Contract;** the contract between **TOSS GROUP** and the **Client** in regards to outsourcing the salary administration of the **Client** to **TOSS GROUP**.

Article 3. Offers

- 3.1 Client** guarantees the completeness and accuracy of the information provided by him/her on which the offer is based.
- 3.2** All offers and expressions by **TOSS GROUP** are without obligation, unless stated otherwise.
- 3.3** All offers by **TOSS GROUP** are valid for 1 month, unless stated otherwise.

Article 4. Payments

- 4.1** Each invoice with regard to services provided by **TOSS GROUP** are subject to a payment

period of 14 days after the invoice date, unless a request has been made to **TOSS GROUP** to deviate from this and written consent from **TOSS GROUP** has been procured.

4.2 Payments to employees or the provision of advances to employees are non-binding and do not constitute grounds for debt settlement or set-off.

4.3 If an invoice from **TOSS GROUP** to the **Client** has not been paid before the final payment date, the **Client** will be legally in default from that moment for which no notice of default is required.

4.4 In the event of late or incomplete payment, the **Client** will be reminded in writing (per email) of this fact. If 14 days after the final payment date a full payment has not yet been received, a fine of 3% on the invoice amount is due, with a minimum of EUR 150,00 per invoice. In addition to the sum owed, the **Client** also owes interest on the outstanding amount in the amount of 1% per calendar month, whereby part of a calendar month will be charged in full. The copy of the information provided by **TOSS GROUP** and the invoice sent to the **Client** serves as complete proof of the moment at which the interest calculation starts.

4.5 All collection costs, including the full costs of legal assistance, both in and out of court, are entirely at the expense of the **Client**. This compensation will always be charged without any further proof and will be due by the **Client** as soon as legal assistance by **TOSS GROUP** has been invoked or the claim has been invoked by the **TOSS GROUP** and has been handed over for collection.

4.6 Complaints with regards to an invoice must be submitted in writing to **TOSS GROUP** within 7 calendar days of the invoice date. An appeal to the right to complain does not suspend the payment obligations.

4.7 **TOSS GROUP** has the option to submit a written request to the **Client** to provide a deposit or sufficient financial security through a bank guarantee, a lien, bonds, or other means in regard to their financial obligation to **TOSS GROUP**.

TOSS GROUP has the option to do this for existing and future payments. The requested security must be in proportion to the applicable liabilities of the **Client**.

4.8 Should the requested security not be provided by the **Client** within the determined timeframe, then the **Client** is in default. **TOSS GROUP** has the right to suspend all obligations as well as terminate the cooperation with the **Client**.

Article 5. Duration and termination of Partnership Agreement and / or Placement Agreement(s)

5.1 The Partnership Agreement: and/or placement is entered into for an indefinite period of time, unless explicitly agreed on otherwise in writing.

5.2 The Partnership Agreement or placement for a definite period cannot be terminated prematurely, unless otherwise agreed on in writing. If premature cancellation is necessary, the cancellation period of two months applies, unless explicitly agreed on otherwise in writing.

5.3 At the moment that the **Client** has applied for a moratorium or has been declared bankrupt, the Partnership Agreement and/or placement by operation of law is terminated.

5.4 If one of the parties invokes the cancellation because the other party is in default, the Partnership Agreement and/or placement ends immediately.

5.5 After termination of the Partnership Agreement and/or placement, **TOSS GROUP** no longer is required to make the employee(s) available.

5.6 The Partnership Agreement entered into for an in- or definite period of time, including all obligations ensuing therefrom, can only end if all employment agreements falling within the Partnership Agreement have been legally terminated.

5.7 Termination of the Partnership Agreement must be done in writing and by registered mail.

Article 6. General compensation

6.1 The **Client** is liable for compensation for all damage and related costs that arise directly from non-compliance with one or more obligations arising from the assignment or from these Terms and Conditions without a notice of default being necessary for this.

6.2 The provisions of this article do not affect the right of the **TOSS GROUP** to make any other claims against the **Client**, including the claim for compliance or the right to invoke dissolution by the **TOSS GROUP**.

6.3 **TOSS GROUP** can invoke this article at any time.

Article 7. Applicable law and disputes

7.1 The agreements between **TOSS GROUP** and the **Client** are exclusively subject to Dutch law.

7.2 Disputes between **TOSS GROUP** and the **Client** as a result of an **TOSS GROUP** agreement concluded with the **Client** will be settled exclusively by the competent court in Amsterdam, but not before the parties have sufficiently tried to settle their dispute amicably.

Part 2 – Additional terms on staffing, secondment, recruitment and selection

Article 8. Providing employees

The specific conditions under which employees are made available to the **Client** are agreed in the Partnership Agreement and the Placement Agreement.

8.1 The Employment Agreement is concluded between **TOSS GROUP** and the employee; and is - excluding payroll- subject to the applicable collective agreements that apply.

8.2 **Client** will let the employee perform work in accordance with the assignment and the set conditions.

8.3 When letting the employee perform work, the **Client** can only deviate from the placement and set conditions after written approval from **TOSS GROUP** and employee.

8.4 The **Client** is only entitled to temporarily suspend all or part of the employment of the employee in the event of force majeure within the meaning of Article 6:75 of the Dutch Civil Code.

8.5 If an employee will not be able to perform the agreed work due to a special circumstance on the part of the **Client**, the **Client** must inform **TOSS GROUP** and inform the employee at least 24 hours in advance.

8.6 The **Client** will not assign the engaged employee to a third party to work under his/her supervision and management, without written permission from **TOSS GROUP**. In the event of a violation of this paragraph, **TOSS GROUP** is entitled to the immediate termination of the Employment Agreement and charges all related damage to the **Client**. In that case, the **Client** must make full compensation to **TOSS GROUP**.

8.7 The **Client** will exercise the same care for the assigned employee as for his/her own employees. The **Client** must offer a safe working environment.

8.8 The **Client** must comply with the provisions of article 7: 658 of the Dutch Civil Code, whereby the **Client** takes over the obligations of **TOSS GROUP** as a legal employer and **TOSS GROUP** indemnifies against any claims. If the **Client** does not meet these obligations, the **Client** is liable to **TOSS GROUP** and obliged to pay compensation for the resulting damage caused by **TOSS GROUP** and/or employee who suffered damage in the broadest sense of the word.

Article 9. Working conditions and liability

9.1 **Client** will behave in a careful manner with regard to the employee in management and supervision. The **Client** is obliged to take such measures to be sure care is taken on behalf of the employee and to provide instructions for performing the agreed work as is reasonably necessary to prevent the employee from suffering damage in the performance of his duties.

9.2 If the employee suffers from an industrial accident or occupational disease, the **Client** must ensure that a report is drawn up immediately by the labor inspectorate which shows whether and to what extent the accident was caused by the fact that insufficient measures had been taken to prevent it.

9.3 If an industrial accident occurs, the **Client** must notify **TOSS GROUP** immediately.

9.4 The **Client** is obliged to take out adequate insurance against all forms of costs, losses or damage that may arise from the work, including the costs of legal assistance.

9.5 The **Client** assumes liability and thereby indemnifies **TOSS GROUP** against any damage suffered by the employee in the performance of the duties and claims referred to in this article.

9.6 The **Client** indemnifies **TOSS GROUP** for any damage caused by the employee to the **Client** or to third parties.

Article 10. Minimum payment obligation

10.1 If the **Client** does not enable the employee to perform the agreed work in accordance with the agreements, the **Client** is due to pay the Monthly/Daily/Hourly rate over three hours worked to **TOSS GROUP**.

10.2 If, in accordance with the assignment, the scope of the agreed work is less than 1.5 hours per week and it is not specified at what times the agreed work must be performed or in the event that the scope of the agreed work is not (unambiguously) recorded, the **Client** is due to pay the monthly/daily/hourly rate over three hours worked to **TOSS GROUP**, without prejudice to the other obligations of the **Client** towards **TOSS GROUP**.

Article 11. Hours declaration

11.1 If **TOSS GROUP** and **Client** agreed on flexible hours invoices to the **Client** are issued by **TOSS GROUP** written out based on signed (digitally) hourly claim form/ completed hours in the portal by the **Client** and employee.

11.2 The **Client** must ensure that the hourly claim forms/portal show the correct number of (over) hours worked, as well as that other required information - including actual expenses incurred - is clearly stated on the time accounting form/portal.

11.3 The **Client** shall keep a signed copy of the time accounting form for his/her own administration and provide the signed original thereof to **TOSS GROUP**, whether or not via the employee.

Article 12. Remuneration

12.1 Employees are remunerated in accordance with the usual or legally required remuneration scheme or Collective Labor Agreement.

12.2 The **Client** is obliged to inform **TOSS GROUP** of all applicable allowances, overtime allowances, employment conditions and changes thereto. The monthly/daily/ hourly rate is adjusted proportionally to a salary increase. If it appears that the correct employment conditions have not been applied for an employee, **TOSS GROUP** is obliged to apply the correct employment conditions with retroactive effect. All costs associated with this are charged to the **Client**.

12.3 If it is determined that the work performed by the employee in comparison with the job description provided by the **Client** should reasonably lead to a higher salary for the employee, **TOSS GROUP** will correct this and the **Client** will owe the adjusted compensation to **TOSS GROUP** (retroactively).

12.4 The salary and allowances of the employee are determined prior to the assignment and where necessary during the assignment and are equal to the salary and allowances paid to comparable employees of the **Client**, who work in the same or similar positions.

Article 13. Termination of the Employment Agreement

13.1 Both the **Client** and **TOSS GROUP** are bound by Dutch laws and regulations regarding the termination of employment contracts. If the **Client** wishes to terminate the Employment Agreement (prematurely or indefinitely), it must have valid reasons.

13.2 An Employment Agreement can be lawfully terminated by the **TOSS GROUP**:

- a) During the trial period, without giving reasons;
- b) With mutual consent;
- c) By cancellation with a dismissal permit issued by the UWV;
- d) With immediate effect for an urgent reason;
- e) By dissolution by the court.

13.3 With regard to the last four methods of termination, an adequate file must be provided that provides a sufficient basis for the reasons for termination of the relationship, compiled and supplied by the **Client**.

13.4 In the case of legal proceedings in which an oral hearing is ordered, the **Client** is, at the first specific request, by **TOSS GROUP** held at the hearing together with **TOSS GROUP** to attend.

13.5 **TOSS GROUP** is entitled to invoice the **Client** in the usual way for all costs - including salary costs, transition compensation and/or fair compensation - in connection with termination of the Employment Agreement.

13.6 For certain and indefinite contracts with a fixed number of hours, the **Client** is obliged to purchase all contract hours.

13.7 If there is an Employment Agreement with an obligation to report for the employee, the **Client** is obliged to state his intention to continue the assignment at least five weeks before the end of the Employment Agreement. In the event/case that **TOSS GROUP** is not or not timely informed, the **Client** is fully responsible for the due costs in connection with the reimbursement pursuant to Article 7: 668 of the Dutch Civil Code to **TOSS GROUP**.

Article 14. Duration of the placement

14.1 The placement is entered into for a definite period of time or indefinitely. This is further specified in the Placement Agreement.

14.2 The fixed-term placement is entered into for a fixed period, or for a definable period, which does not exceed a fixed period.

14.3 A definable period as referred to in paragraph 14.2 is understood to mean a period that ends because an objectively determinable event occurs, that is, an event that occurs independently of the will of the parties.

14.4 The contract for an indefinite period of time, is the contract that is not entered into for a definite period of time, as described in paragraph 14.2.

14.5 If an placement will take longer than 78 weeks, the **Client** will commit **TOSS GROUP** timely consultation about further contract duration and contract hours.

Article 15. Termination of the placement

15.1 The fixed-term placement ends by operation of law, at the moment of the expiry of the assignment's end date.

15.2 The fixed-term placement cannot be terminated prematurely, unless this is explicitly stipulated in the Placement Agreement or agreed in writing between **TOSS GROUP** and the **Client**.

15.3 If the possibility of premature termination of the fixed-term placement is included in writing in the fixed-term Placement Agreement, the parties must observe a notice period of one month.

15.4 The notice periods stated in this article may be deviated from in writing by the Placement Agreement or subsequently if this deviation - again in writing – between **TOSS GROUP**, and the **Client** is agreed upon.

15.5 The burden of proof with regards to the timeliness of the cancellation rests with the canceling party.

15.6 The Placement Agreement ends when the Employment Agreement between **TOSS GROUP** and the employee has come to an end and this is not continued with the same **Client**.

15.7 As soon as the **Client** has entered into a direct employment relationship with the employee made available, the assignment ends by operation of law if and in accordance with the provisions of these conditions and the **Client** also vis-à-vis **TOSS GROUP** all obligations arising for the **Client** from the provisions of these conditions have been met.

Article 16. Details of actual placement

16.1 In the case that, during the term of the placement, the employee is prevented from performing the agreed upon work for a reason other than illness or accident, the **Client** is entitled to request in writing from **TOSS GROUP** that future assignment of the employee be terminated, if this has been agreed upon when entering into the assignment.

16.2 TOSS GROUP endeavors to ensure suitable replacement for the remaining duration of the placement in the short term if, as a result of the termination of the Employment Agreement due to illness or accident, the employee can no longer be made available to the **Client** before the duration of the assignment has expired or the assignment has been canceled with due observance of the relevant provisions.

16.3 In the event of a temporary impediment to the assigned employee during the placement, **TOSS GROUP** and the **Client** shall determine the need for replacement. If desired, **TOSS GROUP** commits to finding a suitable replacement. In principle, the original employee will resume work after being prevented.

Article 17. Entering into an employment relationship between the Client and an employee

17.1 In this article, the employee is also understood to be a prospective employee who has been proposed to the **Client** less than six months before entering into an employment relationship with the **Client**.

17.2 In this article, entering into an employment relationship means: entering into a direct employment relationship between **Client** and employee, concluding a Placement Agreement between both parties, having an employee made available to the **Client** by a third party, concluding of an agreement to accept work between both parties.

17.3 The **Client** is not permitted to enter into an employment relationship with an employee, unless the provisions of this article are met, insofar as this article has not been deviated from in a written agreement between **TOSS GROUP** and the **Client**.

17.4 If the **Client** wishes to enter into an employment relationship with an employee, he must first notify **TOSS GROUP** in writing of his intention.

17.5 The **Client** will not enter into an employment relationship with an employee until after the Employment Agreement between **TOSS GROUP** and the employee have been legally terminated and then only after the Placement Agreement between **TOSS GROUP** and the **Client** has been legally terminated.

Article 18. Tariff

18.1 The Monthly / Daily / Hourly Rate with regard to the employee is agreed in writing between **TOSS GROUP** and the **Client**, for the duration of the placement.

18.2 The level of the Monthly / Daily / Hourly Rate must be agreed upon again between **TOSS GROUP** and the **Client** when replacing an assigned employee during the term of the placement.

18.3 If the work performed by the employee as a result of a modified position leads to a higher wage for the employee, the Monthly / Daily / Hourly Rate will increase accordingly from that moment. Both the employee and **TOSS GROUP** must have agreed in writing to the changed position.

18.4 **TOSS GROUP** is in any case entitled to unilaterally adjust the Monthly / Daily / Hourly Rate during the term of the assignment if the gross salary has to be increased as a result of a legal wage increase, with an increase in employer's costs as a result of increased employer's charges, (in) direct costs related to making the employee available, social insurance contributions, (pension) contributions, social security charges, costs resulting from the introduction of new tax legislation, levies or premiums under the law, collective agreement or other binding regulations and with above average sickness absence.

Article 19. Reimbursement for recruitment and selection

The **Client** will owe a one-off payment for the recruitment and selection of an employee by **TOSS GROUP**, which then enters into the service of the **Client** through a direct contract with the **Client**, of 25% of the first gross annual salary, including holiday pay, amounts, unless previously agreed upon in writing between **TOSS GROUP** and the **Client** in the Placement Agreement.

Part 3 – Additional terms on payroll and back office services

Article 20. Identity check and processing of personal data

20.1 The **Client** is responsible for establishing and checking the identity of employees on the basis of the original identity document (within the meaning of Article 1, paragraphs 1, 2 and 3 of the Compulsory Identification Act) and is required to provide a legible copy of the proof of identity and if applicable of the work permit to **TOSS GROUP** to be provided before the start of the assignment. The person who signs an individual Placement Agreement on behalf of the **Client** is also the person who carries out the identity check and is responsible for it. The **Client** will allow **TOSS GROUP** to check the above procedure on location by sampling.

20.2 The **Client** will treat and process the personal data of the employee about whom he has knowledge within the framework of the assignment confidentially and in accordance with the provisions of the Personal Data Protection Act and other relevant legislation.

20.3 In the event of a data breach, with a risk of loss or unlawful processing of personal data, the **Client** is obliged to inform **TOSS GROUP**, who will then inform the employees concerned.

20.4 The **Client** indemnifies **TOSS GROUP** against all claims of employees, or other third parties that have been brought against **TOSS GROUP** in connection with a violation of the provisions of this article by the **Client** and reimburses all related costs incurred by **TOSS GROUP**.

20.5 The **Client** checks on the employee's bank card whether the bank account number specified by the employee is (also) registered in the name of the employee concerned. If this is not the case, **TOSS GROUP** must immediately notify them in writing or by e-mail.

20.6 Fines and additional taxes imposed on **TOSS GROUP** as a result of incorrect determination or checking of employee identity by the **Client** are charged to the **Client**.

Article 21. Duration and cancellation of the Partnership Agreement and Placement Agreement

21.1 Individual Employment Agreements with employees are concluded between **TOSS GROUP** and the employee on the basis of Article 7: 690 of the Dutch Civil Code and - where appropriate - the applicable NBBU-CAO. Without written notification to the contrary from the **Client**, **TOSS GROUP** will offer a follow-up contract with an employee after an Employment Agreement has expired.

21.2 In addition to the Partnership Agreement a Placement Agreement is signed for each employee. If the **Client** wishes to terminate this individual Placement Agreement, the **Client** must provide this in writing to **TOSS GROUP** and make it known, stating the reason for cancellation.

21.3 The **Client** observes a cancellation period of at least:

- a) 30 days for employees with an Employment Agreement with temporary employment clause, during the first 26 weeks of the assignment.
- b) 30 days for employees with an Employment Agreement with temporary employment clause, after the first 26 weeks of the assignment.
- c) 30 days for employees with an Employment Agreement without a fixed-term employment clause, shorter than 6 months.
- d) 60 days for employees with an Employment Agreement without a temporary employment clause for 6 months or longer or an agreement for an indefinite period.

The Placement Agreement does not end until the agreement with the employee has been legally terminated.

21.4 These provisions apply to Placement Agreements with regard to employees with an Employment Agreement without a temporary employment clause:

- a) These Placement Agreements and the payment obligations arising therefrom only end when **TOSS GROUP** has lawfully terminated the Employment Agreement with the employee. As long as an Employment Agreement between **TOSS GROUP** and the employee continues, the associated Placement Agreement continues, also during and after periods in which the employee by **TOSS GROUP** has carried out replacement work offered.
- b) **TOSS GROUP** is obliged to make an effort to offer the employee replacement work after the valid notice period has expired.
- c) If the employee accepts this (suitable) replacement work, the payment obligation of the **Client** to **TOSS GROUP** expires and for as long as this replacement work continues and to the extent that the scope of this replacement work equals the scope of the Placement Agreement.
- d) After termination of the assignment, **TOSS GROUP** calculates 50% of the costs actually incurred in the context of the continued payment obligation of **TOSS GROUP** towards an employee, of a possible severance payment or of other costs that **TOSS GROUP** made in order to terminate the employment. The remaining 50% of these costs are for the account of **TOSS GROUP**.
- e) The total amount that **TOSS GROUP** can/will charge the **Client** after the completion of the provision is capped at the monthly / daily / hourly rate applicable for a period of:
 - I. 1 month for employees with an Employment Agreement without a temporary employment clause, shorter than 6 months
 - II. 2 months for employees with an Employment Agreement without

temporary employment clause for 6 months or longer or an agreement for an indefinite period.

f) In case it is mandatory that **TOSS GROUP** as a result of the rules regarding successive employment, should offer an employee an Employment Agreement without a temporary employment clause, immediately upon commencement of employment, or to do so at the **Client's** request, not preceded by an Employment Agreement with a temporary employment clause, the following additional provisions apply:

- I. the percentages in paragraph e are: 75% and 25% respectively.
- II. the periods in paragraph e are: 2 months for employees with an Employment Agreement without a fixed-term employment clause, less than 6 months and 4 months for employees with an Employment Agreement without a fixed-term employment clause of 6 months or more or a contract for an indefinite period.