

# Payrolling contract for a definite period of time

We kindly request you to send the completed and signed contract, accompanied by a copy of your ID and (where relevant) copies of your residence permit and work permit, to:

Payroll select pn payroll B.V.  
PO Box 75, 7400 AB Deventer,  
The Netherlands  
info@payrollselect.nl  
www.payrollselect.nl

## Employee:

First name: Ionut  
Initials: I.H.  
Last name: Hodoroaga  
Date of birth: 20.06.1999  
Tax credit to be applied: Yes ☐ No ☒  
Social security number: 519834641

## WHEREAS:

- Employer makes her company of making Employee available to third parties, hereinafter referred to as: client(s);
- The payroll Employee is willing to enter into a temporary payrolling contract with the Employer, in order to perform work under an instruction given by the client to the Employer under the direction and supervision of the client.

Payroll select pn payroll B.V. (hereinafter referred to as the "Employer") and the Employee specified before (hereinafter referred to as the "Employee") have agreed to the following:

### 1. Applicability of the CLA and the Work Guide

- 1.1. The parties shall conclude a payrolling contract for a definite period of time as referred to in the provisions made in Article 7:692 of the Dutch Civil Code. This means that Employer will make the Employee exclusively available to the client in order to work under the client's management and supervision.
- 1.2. The e-Commerce CLA, as it reads when this payroll agreement is entered into or as it reads after future changes, is declared by parties to be fully applicable to this payroll agreement.
- 1.3. Apart from the e-Commerce CLA, the stipulations of the Employers Work Guide for temporary workers (hereinafter: the Work Guide) also applies to this payrolling contract. The parties can only deviate from the stipulations of the Work Guide after further agreement in writing. The Employer is entitled to alter the Work Guide unilaterally. Such changes shall only come into effect after the Employee has been notified in writing.
- 1.4. The Employee declares that he or she has received the Work Guide and e-Commerce CLA and concurs with their contents.
- 1.5. Any agreements in this contract specific to the Employee are laid down in the assignment confirmation.

### 2. Duration and end of the payrolling contract

- 2.1. The start and end dates of the payrolling contract are laid down in the assignment confirmation. The payrolling contract has been concluded for a definite period of time and shall end by operation of law without requiring any notice on the end date specified in the assignment confirmation.
- 2.2. A trial period of two months applies between the parties if and insofar as this payrolling contract is concluded for a period that is longer than six months.
- 2.3. Both parties are authorized to terminate this payrolling contract in the interim period whilst observing the notice periods in the Dutch Civil Code that apply to this.

### 3. Payrolling contract scope, working hours and place of employment

- 3.1. If the parties have agreed upon fixed working hours per week as laid down in the assignment confirmation, the working hours that the client will determine shall apply. The Employee agrees that the working hours and place of employment can change in the interim.
- 3.2. If the parties have agreed that the number of working hours is flexible as laid down in the assignment confirmation, the Employee shall be obliged to perform the stipulated work as soon as he is called up for this. A minimum number of working hours does not apply. The number of hours of work per week as well as the place of employment may vary.

### 4. Sickness

The Employers sickness absence regulations apply to this contract.

### 5. Wages

- 5.1. The Employees wage is equal to the wage mentioned in the assignment confirmation, unless another wage was agreed upon in writing. The wage is paid in arrears and per period.
- 5.2. On the basis of Article 7:692a of the Dutch Civil Code, the Employer will in any case only owe wages to the Employee for the first six months of employment over the period that the Employee actually performed work. Contrary to the foregoing, the Employee is entitled to continued payment of wages if he is unable to perform the work for which he was called up, due to illness, with due observance of the applicable provisions in the law and applicable regulations.
- 5.3. At the Employers first request, the Employee shall pay back any wage and/or allowance unduly paid. The Employee hereby grants permission for the amount unduly paid to be set off against any amounts yet to be received.
- 5.4. The Employee is not entitled to wage for any period in which he or she has been suspended due to culpable conduct.

### 6. Holiday entitlements

- 6.1. The Employee shall acquire an entitlement of 16 2/3 hours of holiday for every fully worked working month. In so far as the Employee wishes to take holidays, he or she shall comply with the Employers applicable rules (see the Work Guide).
- 6.2. If at the end of this contract the Employee has a negative holiday balance, the Employee agrees that the Employer will settle such balance with any still owed to the Employee.

### 7. Information regarding employment history

The Employee declares that upon registering with the Employer, the Employer has been provided with correct and complete information regarding his employment history with the client(s) where the Employee will carry out his activities. The Employee also declares upon registration that the Employer has been provided with correct and complete information regarding the activities performed that are the same or are reasonably regarded as the same activities at the client(s) or at previous employers. At the Employer's first request, the Employee will provide additional information in writing to specify the employment history of the client(s). If it is established at any time that the Employee has culpably provided incorrect information regarding the employment history, this will be reason for the Employer to immediately terminate the payroll agreement as referred to in Article 7:677 of the Dutch Civil Code.

### 8. ID

At the time of registration as an Employee, the Employee declares that his or her proof of identity was checked (also from the aspect of mistaken identity) and approved by the client, is his or her legal property and is legally valid.

### 9. Timesheets

- 9.1. The wage shall be paid solely on the basis of completed timesheets approved by the client.
- 9.2. Expenses and travel allowances shall be paid solely after approval by the client and after the Employer has received the original statement of expenses.

### 10. Other conditions

- 10.1. The Employee is not permitted to enter into a contract of employment directly with the client or to make him/herself available to the client through a third party (i.e. the intermediary), unless the Employer agrees to this.
- 10.2. The Employee is obliged to take out health insurance in the Netherlands before the work starts, in accordance with Dutch legislation.
- 10.3. The Employee declares that he or she has been provided with information concerning the required professional qualification and specific characteristics of the prospective job and has taken note of this.
- 10.4. If - despite termination of the provision - the payroll agreement does not end, the Employee will be obliged to accept any other suitable replacement work offered at the reasonable request of the Employer and - if this is provided - in accordance with the regulations of the e-Commerce CLA.
- 10.5. The Employee is further obliged:

- to maintain strict confidentiality regarding everything the Employee observes during the performance of his/her duties and of which the Employee could reasonably assume that divulging it could harm the Employer or the client.
- to comply meticulously with the health, environmental and/or safety regulations applicable at the client's workplace and to follow the issued work instructions. The Employee undertakes to use all personal protective equipment, which is or shall be made available to the Employee.
- to use the appropriate materials and/or work clothes for performing his/her tasks, if this is customary in the sector of the client or if a request to this effect was made.
- to carry valid proof of identity during working hours and to show it promptly to legally authorised institutions and individuals if requested to do so.

### 11. Formation condition/substitution Employer

The signing of this form by the Employee does not result in a payrolling contract. This payrolling contract shall only be concluded once the Employer has confirmed to the Employee in writing, by post or by email, that he agrees to it. The Employer shall at all times be entitled not to enter into a payrolling contract with the Employee. The Employer shall be authorised to designate another legal entity (including any recruiter or other temporary employment agency involved) to substitute it as the Employer. In such a case, pursuant to Article 156 et seq. of Book 6 of the Dutch Civil Code, all rights and obligations of the Employer shall be transferred to the substituting Employer with effect from a date to be notified in writing. The Employee agrees in advance with this substitution and the resulting transfer of rights and obligations.

Signed for approval on the date of:

## Employee

Date: 19/10/2020  
Name: Ionut Hodoroaga  
Signature: [Signature]

Original ID seen and inspected to show approval:  
(also on the aspect of mistaken identity)

## Client

Date: 19/10/2020  
Name: Farzila Dorla  
Signature: [Signature]