

# AFFILIATION AGREEMENT

BRATISLAVA SELF-GOVERNING REGION Sabinovská 16, P. O. BOX 106 820 05 Bratislava 25, Slovenská republika

Company No. (Slovak identification number): 360 636 06

VAT No.: SK2021608369

Represented by: Mgr. Juraj Droba, MBA, M.A., president.

Bank: Štátna pokladnica

IBAN: SK92 8180 0000 0070 0048 7455

Office in Brussels:

Rue d'Arlon 63-67 - 1040 Bruxelles

BRATISLAVA SELF-GOVERNING REGION represented by Juraj DROBA, hereinafter referred to as the "Employer" or "Affiliate", hereby declares to affiliate and subscribe to **PAYCORE SprI** as of 01/01/2024.

#### ARTICLE ONE

By this affiliation, PAYCORE SprI commits itself to accomplish, from the above date, all the administrative acts and formalities to which the Employer is obliged to submit for the personnel he/she employs, by virtue of the social, tax, and labour legislation. The tasks that PAYCORE SprI is obliged to accomplish are detailed in the internal regulations of PAYCORE SprI and are the following:

- 1. PAYCORE SprI fulfils the so-called "departure" formalities, such as registration and compulsory affiliation to the necessary organisations and institutions (NSSO, family allowance fund, etc.), with the exception of the subscription to an insurance against work accidents.
- 2. **PAYCORE Sprl** is responsible for the administration of wages and salaries (calculation of wages and salaries, end-of-year bonus, vacation pay, etc.). Non-application of the law or of the CCTs are only possible if the Employer has given a written or verbal order to that effect.
- 3. PAYCORE SprI prepares all DMFA returns at the end of each quarter.
- 4. Assistance by **PAYCORE Sprl's** file managers regarding the Employer's questions and requests for information in the context of payroll administration.

#### ARTICLE TWO

The Employer undertakes to transmit all documents, data, and useful information to **PAYCORE Sprl**. The Employer is responsible for any inaccurate and/or late communications and statements sent to **PAYCORE Sprl**.

# ARTICLE THREE

**PAYCORE Sprl** will provide the Employer with all required forms and documents to process his/her salary file. The processed salary calculations will be returned to the Employer, at the latest, two (2) working days



after the day of receipt of the benefit sheets. The Employer shall pay to **PAYCORE SprI** a fixed amount for the opening of the file as a contribution to the registration costs; it is a one-time management fee of 250 EUR (VAT excluded).

#### ARTICLE FOUR

The Employer gives power of attorney to **PAYCORE Sprl** to sign on his/her behalf all acts, documents, and forms, insofar as these are mandatory by virtue of the applicable social, tax, and labour legislation.

## ARTICLE FIVE

In the event of a transfer of business following a sale, assignment, contribution, demerger, merger, or other, the Affiliation Agreement will be adopted, in its entirety, by the new Employer and/or the new legal entity.

#### ARTICLE SIX

Any dispute related to the execution or interpretation of the present Agreement, and the internal rules of **PAYCORE Sprl**, shall be subject to the jurisdiction of the courts of the head office, or of the agency of **PAYCORE Sprl**, where the Employer is affiliated.

#### ARTICLE SEVEN

The Agreement between the Employer and PAYCORE Sprl is concluded for a minimum duration of three (3) calendar years, plus the remaining part of the calendar year during which it took effect. It is automatically renewed for a period of 3 calendar years, unless terminated in accordance with the terms defined in the internal regulations of PAYCORE Sprl.

# SPECIAL PROVISIONS

A fee of 10 EUR per worker per year is charged for the subscription and use of the EASY ONLINE tool. The Employer automatically benefits from the EASY ONLINE tool and accepts the conditions stipulated in the "Easy Online User Regulations", which are made available by means of a link on the home page. The Employer can consult these regulations at any time via the EASY ONLINE portal.

This Affiliation Agreement is drawn up in good faith in two original copies, of which each Party declares to have received a copy, together with the internal regulations.

Done in Brussels,

For **PAYCORE Sprl** Represented by: Camélia Mouhal For the Employer/Affiliate
BRATISLAVA SELF-GOVERNING REGIO

Represented by: Juraj DROBA

2 0. 12. 2023



# **Internal Regulations for Affiliates**

BRATISLAVA SELF-GOVERNING REGION Sabinovská 16, P. O. BOX 106 820 05 Bratislava 25, Slovenská republika

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# 1. Introduction

# Article 1

The internal regulations of **PAYCORE Sprl**, Social Bureau, govern the organisation, the services, and the functioning of the **PAYCORE Sprl**, Social Bureau, as well as the relations with its affiliates. It defines the rights, obligations, and responsibilities of each of the Parties, and specifies the duration of the Agreement, as well as the scope and price of the services.

The internal regulations constitute a whole with the Affiliation Agreement, as referred to in Article 2 of the present regulations.

# 2. Adherence

#### Article 2

By signing the present internal regulations and the Affiliation Agreement, the Employer becomes affiliated with **PAYCORE Sprl**. He/she accepts the provisions of the present rules and the statutes of **PAYCORE Sprl**.

# Article 3

By this affiliation, the Affiliate gives full power to **PAYCORE SprI** to accomplish, in his/her name and on his/her behalf, all obligations towards the National Office of Social Security, the Administration of Direct Contributions, and, if necessary, other official bodies.

# Article 4

If the Affiliate is a legal entity, the signatory of the Affiliation Agreement and the powers of attorney is deemed to be competent to bind the Employer or to be mandated to this effect. The Affiliate can in no case claim the incompetence of the signatory to evade his/her obligations towards **PAYCORE** Sprl.



**PAYCORE SprI** is entitled to ask the natural person who commits himself/herself in the name of the Employer to submit the documents that can attest to his/her quality.

#### 3. Duration

#### Article 5

The Agreement between the Affiliate and PAYCORE SprI starts on the date mentioned in the Affiliation Agreement. If no date has been mentioned, the mission of PAYCORE SprI starts on the first day of the quarter during which the Agreement has been signed.

#### Article 6

The Agreement between the Affiliate and **PAYCORE Spr1** is concluded for a minimum duration of three (3) calendar years, plus the remaining part of the calendar year during which it took effect. It is automatically renewed for a period of 3 calendar years, unless terminated in accordance with the terms described below.

# 4. Resignation - Exclusion - Indemnities

#### Article 7

The status of Affiliate can be terminated by a valid notice submitted by one of the Parties, by resignation of the Affiliate, or by its exclusion by **PAYCORE Sprl**. The modalities related to the notice, the resignation, and the exclusion are described hereafter.

#### Article 8

The Affiliation Agreement is concluded for a period of three (3) years, plus the remaining part of the year during which it took effect. It is tacitly renewed, each time, for a new period of 3 years, unless terminated by **PAYCORE Sprl**, or by the Affiliate, with a notice of at least 6 months before the end of each 3-year period. This notice must be submitted by registered letter. This letter must be sent, at the latest, by June 30<sup>th</sup>, so that the notice can take effect, and the Agreement can end on December 31<sup>st</sup> of the same year. If the notice is sent after June 30<sup>th</sup>, the Agreement can only be terminated on December 31<sup>st</sup> of the calendar year in which the last day of the notice period falls.

#### Article 9

In case of irregular resignation of the Affiliate, due to the non-respect of the terms and delays stipulated in Article 8, the Affiliate will automatically owe **PAYCORE Sprl** an indemnity.

This indemnity is equal to the management costs for the remaining part of the affiliation. The basis of calculation of this indemnity corresponds to the monthly average of the management fees invoiced during the six (6) months preceding the resignation.

If the Affiliate terminates the Affiliation Agreement before its execution, he/she will owe **PAYCORE Sprl** an indemnity equal to the agreed management fees calculated over a period of six (6) months. All other damages that can be proven by **PAYCORE Sprl** shall also be compensated by the Affiliate.

# Article 10

After a formal notice has not been acted upon, **PAYCORE SprI** has the right to decide to exclude the Affiliate for non-compliance with its commitments to **PAYCORE SprI** or for violation of the provisions of these rules. **PAYCORE SprI** is obliged to notify this exclusion to the Affiliate by registered letter. The affiliation will then end on the first day of the quarter following the notification of this decision.

#### Article 11

In case of exclusion of the Affiliate, due to non-compliance with his/her commitments towards **PAYCORE SprI**, the latter can claim, by right and without any formal notice, a fixed compensation equal to the sum of the six (6) months where the monthly contribution to the administrative costs has



been the highest during the previous twelve (12) months, in addition to the management costs that have not yet been paid. All other damages that can be proven by **PAYCORE Sprl** must also be compensated by the Affiliate.

# Article 12

The Affiliate agrees not to recruit **PAYCORE Sprl** employees, either directly or indirectly. This commitment remains concluded for a period of two (2) years after the end of the Agreement with **PAYCORE Sprl**. This article does not apply when the Affiliate has received prior written authorisation from **PAYCORE Sprl** for this recruitment.

In case of violation of this provision by the Affiliate, the Affiliate shall owe **PAYCORE Sprl** either an indemnity of 10,000 EUR or a higher amount, if **PAYCORE Sprl** can prove that the damages suffered are higher than 10,000 EUR.

# 5. Obligations of PAYCORE Sprl

#### Article 13

PAYCORE Sprl takes care of the calculation of the wages of the employees of the Affiliate (i.e., the gross-net calculation of the wages). PAYCORE Sprl provides the Affiliate with written information on the wage scales and minimum wages determined by collective labour agreement within the joint commissions, insofar as PAYCORE Sprl is in possession of this information. The Affiliate is, however, responsible for the determination and the follow-up of the gross salary, as well as the indexations and the scale increases.

#### Article 14-15

**PAYCORE Sprl** undertakes to establish, in the name and on behalf of the Affiliate, the obligations imposed on employers employing personnel, subject to the provisions of the law of June 27, 1969, revising the decree-law of December 28, 1944, concerning the social security of workers. To this end, it undertakes to carry out the formalities and make the declarations to the National Social Security Office.

## Article 16

**PAYCORE** SprI also agrees to apply, in the name and on behalf of the Affiliate, all the legal provisions, in terms of social security and labour laws, within the framework of salary administration. **PAYCORE** SprI relies, for this purpose, on the information and data transmitted to it by the Affiliate. The salary administration includes the remuneration processing, not only of the employees subject to the NSSO, but also of the self-employed and pre-retired entrepreneurs.

**PAYCORE** SprI shall not be held responsible, under any circumstances, for calculation errors resulting from incomplete, erroneous, or imprecise information provided by the Affiliate.

# Article 17

Tasks and formalities not mentioned in the Affiliation Agreement are supposed to be performed by the Affiliate himself/herself.

# Article 18

PAYCORE SprI can provide the Affiliate, at the latter's request, with legal and administrative information concerning the employment of personnel, including decisions taken by the National Labour Council, and the competent joint commission, insofar as this information is not made available on the website, www.paycore.be, or communicated through our news flashes.

#### Article 19

PAYCORE Sprl will only transmit information and intelligence if it is aware of the information requested, if it is in possession of reliable information, or if this information has been made public. If PAYCORE Sprl's file managers are not able to answer any question, and an intervention and a legal analysis are required, the additional hours of services (if any) will be invoiced at the rate then in force.



**PAYCORE Sprl** aims for optimal reliability, accuracy, and exhaustiveness, but cannot be held responsible if the information provided should prove to be incomplete or contain certain interpretations that could be contested later by the jurisprudence.

#### Article 20

For Affiliates using the EASY ONLINE tool, the provisions of EASY ONLINE are applicable.

#### Article 21

**PAYCORE Sprl** puts the documents and forms at the disposal of the Affiliates. The latter can, thus, provide the data and information necessary for **PAYCORE Sprl** to carry out the missions entrusted to it. These data can be transmitted by means of electronic data carriers, in accordance with the directives of **PAYCORE Sprl**.

#### Article 22

**PAYCORE SprI** shall proceed with the calculation of the salaries, on the basis of the information transmitted to it by the Affiliates, in due time. If this information proves to be erroneous, incomplete, or imprecise and requires rectification, the costs related to the additional work involved will be invoiced by **PAYCORE SprI** at the rate then in force.

# 6. Obligations of the Affiliates

## 1.1. Transmission of Data, Information, and Salary Statements

#### Article 23

Upon enrolment, the employer must provide PAYCORE Sprl with the following data and documents:

- ✓ If the Affiliate is a natural person: A copy of his/her identity card.
- ✓ If the Affiliate is a <u>legal entity</u>: The Articles of Association of the legal entity, with the most recent data regarding the registered office and daily management of the legal entity, and proof that the natural person who signed the documents is authorised to bind the legal entity, as well as a copy of his/her identity card.
- √ The names of the natural person(s) who will serve as contact person(s) for PAYCORE Sprl and their specific competences.
- √ The employer forms, duly completed.
- √ The worker forms, duly completed.
- ✓ All other information and documents necessary or useful to **PAYCORE Sprl** (e.g., copies of employment agreements, work regulations, company CCTs, etc.).

The Affiliate is also obliged to immediately notify **PAYCORE Sprl**, in writing, of any changes to the above data.

# Article 24

The member himself/herself is responsible for the timely conclusion of the compulsory statutory insurance against work-related accidents.

#### Article 25

The Affiliate commits to provide, within the agreed time frame, all the information required for his/her affiliation, for the recruitment or dismissal of employees, for all information concerning the situation of the Affiliate or of a member of staff, and for each payment period. This information must allow PAYCORE Sprl to accomplish the required formalities and calculations; otherwise, PAYCORE Sprl will be released from any responsibility concerning the execution time. These data can be transmitted to PAYCORE Sprl in consultation and according to the directives of PAYCORE Sprl by means of electronic data carriers.

# Article 26

The Affiliate is also responsible for the DIMONA declarations that must be made within the deadlines in the event of the entry or exit of employees, or in the event of any modification. The Affiliate can, nevertheless, call upon **PAYCORE SprI** for the execution of the DIMONA



declarations, provided that the directives established by PAYCORE Sprl are respected. PAYCORE Sprl can in no case be held responsible in case of non-compliance with these guidelines.

#### Article 27

At the end of each payment period, the Affiliate must provide PAYCORE Sprl (if applicable, according to a previously agreed schedule) with a duly completed and signed salary statement, including the benefits, absences, and salary components of the employees. These data can be transmitted to PAYCORE Sprl in consultation and in accordance with the directives of PAYCORE Sprl, by means of electronic data carriers.

# 1.2. Payment of Invoiced Amounts for Official Bodies

# Article 28

The Affiliate will receive from **PAYCORE Sprl** invoices containing the amounts calculated by **PAYCORE Sprl** that are destined to the National Office of Social Security, to the Administration of Direct Contributions, to the Existence Security Fund, or to other organisations, and, within the deadlines prescribed by the law, these amounts will have to be paid on the account of the beneficiary organisation(s).

# Article 29

**PAYCORE** SprI will take care to provide the invoices destined to the National Office of Social Security, to the Administration of Direct Contributions, to the Existence Security Fund, or to these other organisations, so that the payments can take place within the legal deadlines. In these invoices, the Employer will be able to find the account number of the beneficiary organisation, as well as the structured communication that refers to it.

#### Article 30

The Affiliate is also responsible for the payment of these amounts due and must make the payment within the legal deadlines. In case of non-payment, he/she will be personally responsible for the consequences of the non-payment or late payment of the amounts due to the financial institutions concerned. **PAYCORE Sprl** is not obliged to send warnings or particular summonses to this effect. Any sanction or fine resulting from the fact that the Affiliate has not paid in time will be entirely at his/her expense.

#### 1.3 Contribution to Administrative Costs

# Article 31

As compensation for the duties mentioned in Point 5 of these regulations, the Affiliate shall pay **PAYCORE Sprl** the following contributions to administrative costs:

- Initial Fee: A one-time fee, due at the time of affiliation, to cover the costs associated with starting the program.
- Management Fees: Fees due per payslip, issued and intended to cover the tasks and assignments that PAYCORE Sprl carries out for the Affiliate within the framework of the Affiliation Agreement.

#### Article 32

The amount of the contributions to the administrative costs is agreed upon in the Affiliation Agreement. The management costs are fixed according to the number of employees in service with the Affiliate at the time of signing the Affiliation Agreement. **PAYCORE SprI** reserves the right to adjust these management fees, according to the evolution of the Affiliate's workforce.

As compensation for the duties carried out by **PAYCORE SprI** for its Affiliate, additional fees may also be charged. The rates for this additional billing are specified in the document entitled "Individual Services", which is included in the offer. The list of current rates can be requested by the Affiliate at any time.

Article 33



**PAYCORE SprI** may agree with the Affiliate in the Affiliation Agreement (or subsequently) that, for the (continued) execution of the Affiliation Agreement, a guarantee must be paid, up to the amount of the management fees covering a period of a maximum 6 months.

#### Article 34

The management fees, quarterly fees, and supplementary billing rates are indexable each year on January 1<sup>st</sup>, based on the consumer price index for the month of December. The adjustment shall, in any case, amount to a minimum of 2%, and a maximum of 5%, per calendar year. Negative indexation is not taken into account.

#### Article 35

Contributions to administrative costs are payable within fifteen (15) days from the invoice date. Complaints in this respect are only admissible if they are submitted within eight (8) days by registered letter.

Contributions to administrative costs that remain unpaid within fifteen (15) days of the invoice date shall be increased, as of right and without prior notice, by a fixed compensation of eight per cent (8%), as well as interest on arrears of one and a half per cent (1.5%) per month started. In the event of non-payment of an invoice, all invoices not yet due shall be immediately and automatically payable.

In case of non-payment of the administrative costs by the Affiliate within the deadlines, and without prejudice to the provisions mentioned in the first paragraph of this part, **PAYCORE Sprl** may suspend the continuation of the execution of its missions, after formal notice to the Affiliate.

If the Affiliate reoffends and is not totally or partially in order with his/her payments to **PAYCORE Sprl**, **PAYCORE Sprl** may put an end to its obligations mentioned in Point 5 of the present regulations, after formal notice to the Affiliate. **PAYCORE Sprl** shall inform the Affiliate, in writing, of the date from which the Affiliation Agreement shall be considered terminated. In this case, the Affiliate shall owe **PAYCORE Sprl** compensation in accordance with Article 11 of these rules.

#### Article 36

**PAYCORE SprI** reserves the right to adjust the management fees, or additional fees, or to charge further fees, if the applied tariffs and their annual adjustments are insufficient to cover the increase in the real cost of the guaranteed services, or in the event of substantial modification of legal, regulatory, or administrative provisions that could have a significant impact on the fees and the scope of the guaranteed services.

#### Article 37

In the event of termination of the Affiliation Agreement for whatever reason, **PAYCORE Sprl** reserves the right to charge a fee for the administrative closure of the file, amounting to a minimum of 150 EUR.

# 1.4 Responsibilities

# Article 38

**PAYCORE** SprI does not assume any responsibility towards official bodies, employees of the Affiliate, or third parties for the accuracy and completeness of the data and information transmitted to it by the Affiliate.

# Article 39

**PAYCORE SprI** is also not responsible for increases in contributions, fines, interest, and other increases that result from the non-transmission of the information, documents, and amounts required by the member in time.

Article 40



The Affiliate is responsible for compliance with labour legislation in his/her company; in particular, the application of the Employment Contracts Act, the Labour Act, the Act for the Protection of Employees' Remuneration, and the regulations on part-time work.

Article 41

The Affiliate is responsible for the determination of the competent Joint Committee and for the application of collective labour agreements, including, but not limited to: Job classifications, salary scales, payment of supplements, overtime, bonuses, and home-workplace travel intervention.

Article 42

The Affiliate accepts that the commitments of **PAYCORE Sprl**, which are based on the present regulations, constitute an obligation of means. **PAYCORE Sprl** can, therefore, only be held liable if it can be proven that its commitments have not been met as a result of inappropriate actions. The compensation that may result is, however, limited to the direct and immediate consequence of the improper actions of **PAYCORE Sprl**.

The Affiliate is obliged to inform **PAYCORE Sprl**, in writing, of any possible fault or breach within 8 days of its discovery. If the Affiliate wishes to make use of his/her possible right to compensation, he/she must do so within six (6) months following the occurrence of the alleged fault, by registered letter addressed to **PAYCORE Sprl**, under penalty of the expiry of this right.

Article 43

If possible, PAYCORE Sprl shall correct the fault at its own expense or compensate the damage suffered. However, this compensation shall be limited to the direct and immediate consequence of the improper actions of PAYCORE Sprl. The Affiliate cannot claim compensation for other damages resulting from the inappropriate actions of PAYCORE Sprl, such as commercial losses or financial losses on interests, investments or expected profits, the consequences of a strike, an increase in general costs, etc.

The possible indemnity per claim is, in any case, limited to ten times the usual management costs of the month during which the fault was established, with an absolute ceiling fixed at 20,000 EUR.

## Article 44

**PAYCORE Sprl** is released from its commitments in case of force majeure. The following are considered, in all circumstances, as cases of force majeure: Fire, technical accident, computer breakdown, or any other situation that considerably complicates or makes impossible the activities of **PAYCORE Sprl**.

# 1.5 Final Provisions

Article 45

PAYCORE Sprl agrees to treat all data transmitted to it by the Affiliate, in the context of the execution of the Affiliation Agreement, as strictly confidential. PAYCORE Sprl will ensure the necessary security to guarantee the confidentiality of this data. The Affiliate also agrees to take appropriate measures to ensure that confidential information relating to PAYCORE Sprl is not disclosed.

Article 46

All programmes, analyses, working methods, systems, and other tools developed by **PAYCORE Sprl**, and implemented during the execution of the Affiliation Agreement, remain the property of **PAYCORE Sprl**. The Affiliate may in no case claim any ownership rights to the techniques used for programming, analysis, and execution of the **PAYCORE Sprl's** missions, nor to the ideas applied.



# Article 47

As a service provider for the administration of salaries and personnel, **PAYCORE Sprl** is obliged to respect the law on the protection of privacy, with regard to the processing of personal data. **PAYCORE Sprl** will, therefore, take the appropriate organisational and technical measures to prevent unauthorised processing of personal data.

In addition, any person who participates, in whatever capacity, in the execution of **PAYCORE Sprl's** missions within the framework of the collaboration contract with the Affiliate, is bound by the most absolute professional secrecy.

# Article 48

The present rules for the Affiliate shall be respected in good faith. In the event of a dispute related to the execution of the present rules, the court of first instance of the headquarters of **PAYCORE** SprI shall have exclusive jurisdiction.

# Article 49

Adjustments made after the signing of this Affiliate Agreement are only valid if they have been initialled by both Parties for approval.

# Article 50

The present Affiliate Agreement has been approved by the Management of **PAYCORE Sprl**. It can be consulted at any time by **PAYCORE Sprl** affiliates.

Done in Brussels,

For **PAYCORE Sprl** Represented by: Camélia Mouhal BRATISLAVA SELF-GOVERNING REGION Represented by:

Juraj DROBA

2 0. 12. 2023



# Addendum to the Affiliation Agreement, Concluded on «ContactsNotes», Concerning the Data of the Mandate

# Between:

Bureau Social PAYCORE Sprl Avenue Frans Courtens 131, 1030 Schaerbeek

And

BRATISLAVA SELF-GOVERNING REGION Sabinovská 16, P. O. BOX 106 820 05 Bratislava 25, Slovenská republika

Company No. (Slovak identification number): 360 636 06

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- 1. In accordance with Article 31 quater of the Act of 29 June 1981, establishing the general principles of social security for employed persons added by the Act of 30 December 2009, containing various provisions (M.B. 31/12/2009), a written contract must be concluded between the Parties and determine the content and scope of the mandate in terms of the formalities provided for in the field of social security, to which the Employer is bound, with regard to social security institutions.
- 2. The Parties agree that **Bureau Social PAYCORE Sprl** receives the mandate for the following applications, within the framework of social security obligations: *DIMONA*, *DMFA*, *DRS Unemployment Sector*, and *DRS Benefits Sector*.
- 3. In accordance with the Cooperation Agreement concluded on 31/01/2011 within the Union of recognized social secretariat (USS), PAYCORE Sprl undertakes, at the end of the present contract, to continue to effectively carry out the useful technical transactions related to the quarters and social security obligations that have come under its mandate (applications listed under Point 2), unless the Employer agrees with another Agent that the latter will effectively carry out the technical transactions related to the quarters and the social security obligations that have come under the mandate of PAYCORE Sprl.
- 4. [OPTIONAL ARTICLE FOR CONTRACTS CONCLUDED WITH EMPLOYERS WHO WERE NOT PREVIOUSLY AFFILIATED TO ANY SOCIAL SECURITY]

  The Parties agree and stipulate, in accordance with Article 31 quater, § 5 of the Law of 29 June 1981 establishing the general principles of social security for employed persons, that:

either [the previous Agent retains the mandate to still effectively carry out the technical transactions related to the quarters and social security obligations that fell within his/her mandate].



- or [the previous Agent is discharged from the mandate to still effectively carry out technical transactions for some (or all) quarters and for the social security obligations that fell within his/her mandate].
  - 5. The Parties agree that the **Bureau Social PAYCORE SprI** receives the mandate for the tax liabilities within the framework of the calculation of the salaries.
  - The principles described above also apply, mutatis mutandis, to the obligations related to social documents.
  - 7. The principles described above also apply, *mutatis mutandis*, to technical transactions in the context of tax obligations related to the calculation of wages.

Done in Brussels,

Issued in 2 copies. Each Party declares to have received 1 copy.

For **PAYCORE Sprl** Represented by: Camélia Mouhal For the Employer/Affiliate
BRATISLAVA SELF-GOVERNING REGION
Represented by:
Juraj DROBA

2 0. 12. 2023



Affiliation No.: CL0413

## PAYCORE SPRL

#### Service Public Fédéral FINANCES

#### POWER OF ATTORNEY FOR WITHHOLDING TAX FOR THE SPF FINANCES

BOX 1. MANDATE

Box 1a. Employer

BRATISLAVA SELF-GOVERNING REGION Sabinovská 16, P. O. BOX 106 820 05 Bratislava 25, Slovenská republika

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Office in Brussels:

Rue d'Arlon 63-67 - 1040 Bruxelles

Contact Person: Juraj DROBA Phone Number: +421 911 450 266

Reporting Modality: Monthly 
Quan

BOX 2. AGENT

Social bureau with company number: BE0699.722.267

Name of the Company: PAYCORE Sprl Address: Avenue Frans Courtens 131

1030 Schaerbeek

Represented by: Camélia Mouhal - Manager

Mandate for reporting only ⊠

From 01/01/2024



Article 1. The principal grants power of attorney to the Agent, who accepts to carry out for him/her, and on his/her behalf, the formalities imposed on him/her by the tax legislation in the Box for the calculation of salary for workers and/or company managers within the limits of the power of attorney in use between the Principal and the Agent.

Article 2. All communications, declarations, and notifications intended for the principal shall be validly addressed by the aforementioned public service to the Agent, with whom the principal has elected domicile.

Article 3. This power of attorney shall terminate automatically and as of right now when one of the two Parties, in accordance with the terms agreed between them, informs the tax collection office and the other Party thereof, in writing, at the same time.

In case of transfer of the mandate to a new social secretariat, the former Agent remains entitled to effectively carry out the tax regularizations for a period for which he/she had a power of attorney.

City of Brussels

Date

Issued in 2 copies. Each Party declares to have received 1 copy.

Principal's signature (eventually a stamp for the customer)

BRATISLAVA SELF-GOVERNING REGION

Represented by Juraj DROBA

2 0, 12, 2023

Agent's signature Paycore SPRL Represented by Camélia Mouhal



# CONFIRMATION OF THE EMPLOYER'S DIMONA COMMITMENT

I, the undersigned, Juraj DROBA, MBA, M.A., president.

From the company: BRATISLAVA SELF-GOVERNING REGION Sabinovská 16, P. O. BOX 106 820 05 Bratislava 25, Slovenská republika

Company No. (Slovak identification number): 360 636 06

VAT No.: SK2021608369

Office in Brussels:

Rue d'Arlon 63-67 - 1040 Bruxelles

E-mail: predseda@region-bsk.sk

Authorized to commit my company in my role as PRESIDENT (position within the company), hereby confirms that I am aware of the obligation to send to the NSSO an electronic DIMONA declaration within the time limit for each entry into service or exit from service of an employee.

To fulfil this obligation, I choose the following option(s):

x	For DIMONA declarations, I wish to use PAYCORE's services and declare that I accept the terms and conditions
	attached.

For DIMONA declarations, I would like to use the possibility of transferring the declarations via the **PAYCORE** 

I do not wish to use any of the above-mentioned services and am myself responsible for sending my DIMONA declarations via the traditional channels made available to me by the NSSO.

For temporary staff only:

x I will, myself, undertake the execution of the DIMONA declarations of my temporary staff (extras) and would like PAYCORE to execute the DIMONA declarations of my permanent staff.

The undersigned declares that he/she has taken note of the principles relating to Dimona, as described in the attached explanations.

Date:

Signature:



15 / 16 PAYCORE SPRL

# ANNEX: ADDITIONAL EXPLANATIONS REGARDING DIMONA (to be kept by the Employer)

## 1. GENERAL PRINCIPLES

- Upon any commencement of a new worker, the Employer must send the NSSO an electronic DIMONA of entry into service no later than the time the worker begins work.
- Upon any separation of a worker from service, the Employer must send the NSSO an electronic DIMONA of separation from service no later than the first working day following the separation from service.
- In the event of a change to the initial declaration (the worker entered service before or after the scheduled date, did not enter service, etc.), the Employer is also required to send a DIMONA for modification.

# 2. PRACTICAL PROCEDURES

Below is an overview of the options available to you for making your DIMONA declarations:

#### 2.1. Declaration via PAYCORE

Your case manager carries out your DIMONA declarations for you. To do this, you must send him/her all the necessary data by the deadline (i.e., by 8 a.m. the day before an employee starts work or by 8 a.m. the same day, if the employee leaves work). Note: In the case of entry into or departure from service during the weekend, the data must be submitted by 8 a.m. on the preceding Friday, at the latest. Rate: 5.00 EUR per declaration (extras in the hotel and catering trade, or in the evening: + 3.50 EUR per declaration).

#### 2.2. Declaration on the NSSO Website

You can make your DIMONA declarations on the NSSO website, www.socialsecurity.be. You will then have to give your file manager the DIMONA number that has been allocated to you.

#### Important Note

The NSSO is very strict about the execution of DIMONA declarations. Any Employer who does not comply with the regulations is liable for fines and prison sentences, as well as the loss of certain NSSO benefits. It is, therefore, in your interest to make your declarations correctly and on time.

# 3. SPECIFICITIES FOR HOSPITALITY INDUSTRY EMPLOYERS

Employers from the hospitality industry who use temporary workers (or 'extras') must choose between the following options:

- Application of the hourly rate: The exact start and end times of the services must, in this case, always be declared.
- Application of the daily rate: Only the time of commencement of work must be reported. Employers who choose this option
  will also be required to keep a record of working time measurement.

The General Management PAYCORE Sprl