PRO : HRM

Personnel guide for temporary employees

Version: January 2023

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Contents

Article 1. Definitions

In this Personnel Guide, the terms below have the stated meaning:

1.1 Personnel Guide: this personnel guide of the Employer;

1.2 DCC: Dutch Civil Code;

1.3 Employer: the private limited companies PRO B.V. or PRO Flex B.V., with their registered office in Eindhoven, namely your employer;

1.4 Temporary Employee: you as the natural person who has entered into a Temporary Employment Contract with the Employer and will be assigned by the Employer to a Client to perform work under the supervision and management of this Client;

1.5 Client: the company at which you actually perform your work under its supervision and management;

1.6 Temporary Employment Contract: a Temporary Employment Contract within the meaning of Section 7:690 DCC, not being a payroll agreement pursuant to Section 7:692 DCC;

1.7 Assignment Confirmation: the Assignment Confirmation that accompanies the Temporary Employment Contract;

1.8 User Company Remuneration: the applicable remuneration that applies to an employee of the Client working in a position identical or equivalent to the position you hold, as always stipulated in the most recent CLA;

1.9 CLA: the Collective Labour Agreement for Temporary Workers ('ABU CLA');

1.10 Appendix/Appendices: Appendices to this Personnel Guide and the Temporary Employment Contract which form an integral part of these documents.

Article 2. Applicability and publication of the Personnel Guide

2.1 The content of the latest Personnel Guide always forms part of the Temporary Employment Contract.

2.2 Amendments or additions to the Personnel Guide after you start your employment will be published on the Flexportal, to which you have access. The latest version of the Personnel Guide can always be consulted on the Flexportal.

2.3 If there is a conflict between provisions contained in the various documents, the following order of priority applies: the Assignment Confirmation, the Temporary Employment Contract and then the Personnel Guide.

2.4 In this Personnel Guide, all terms referring to persons in the masculine form also apply to women or non-binary persons and should be read as corresponding forms of address.

Article 3. CLA

3.1 The latest version of the CLA applies to the Temporary Employment Contract. The latest version of the CLA can be downloaded at www.abu.nl and the Flexportal.

Article 4. Temporary Employment Contract

4.1 The Temporary Employment Contract commences when you actually start working for the Client.

4.2 You will start with the Employer in Phase A, as referred to in the CLA. Phase A lasts 52 weeks worked.

4.3 In Phase A, you will always work under a Temporary Employment Contract with Agency Clause, unless agreed otherwise with you. The Temporary Employment Contract therefore ends pursuant to this Agency Clause if one of the situations referred to in Article 1.8 arises. You have been notified in advance of a possible termination of the Temporary Employment Contract in these cases. This satisfies the notice period, where applicable.

4.4 A fixed-term Temporary Employment Contract (without an Agency Clause) may be terminated early with effect from the next working day, with due observance of the statutory notice period. This is different if an early termination is excluded in writing. If the duration of the Temporary Employment Contract is shorter than the statutory notice period applicable to that Temporary Employment Contract, early termination will not be possible.

4.5 A fixed-term Temporary Employment Contract ends by operation of law upon the expiry of this term (with no need for a prior notice of termination, notification or other communication). In any event,

the Temporary Employment Contract without an Agency Clause in Phase A always ends after 52 worked weeks, i.e. before Phase B commences.

4.6 Unless explicitly agreed otherwise in the Temporary Employment Contract, full salary exclusion applies in Phase A. In other words, you will be paid only for the hours you actually work for the Client. The hours approved by the Client will be the guiding principle.

4.7 You must give the Employer one working day's notice if you wish to terminate the Temporary Employment Contract with Agency Clause in Phase A.

4.8 A fixed-term Temporary Employment Contract is entered into in Phase B, for the specified period. This contract also ends by operation of law upon expiry of this period. In Phase B, a maximum of 6 fixed-term Temporary Employment Contracts can be concluded in three years. In any event, the Temporary Employment Contract in Phase B will also end by operation of law before Phase C commences.

4.9 If you continue to work following or within six months after the end of the fixed-term Temporary Employment Contract, it will be tacitly extended for the same term and under the same employment conditions and will again end by operation of law upon expiry of this term. This is only different if a new Temporary Employment Contract (with a different term) is concluded with you. If the Temporary Employment Contract is tacitly extended, a maximum term of two months will apply in any case.

4.10 A Temporary Employment Contract entered into for a period longer than six months will always be subject to a probationary period of one month. During this probationary period, the Temporary Employment Contract can be terminated with immediate effect by either us or you. A fixed-term Temporary Employment Contract entered into for six months or longer will not be continued, unless the Employer informs you in writing no later than one month before the end date of the Temporary Employment Contract that and under which conditions the Temporary Employment Contract will be continued.

4.11 A Temporary Employment Contract in Phase C is entered into for an indefinite period of time. You and/or the Employer may terminate the Temporary Employment Contract in Phase C effective from the next working day, with due observance of the statutory notice period.

4.12 Both you and the employer are required to give notice in writing.

4.13 You must always perform the work at a Client that has been agreed with you and specified in the Assignment Confirmation.

4.14 The Temporary Employment Contract ends in these cases by operation of law and with no need for notice of termination or will be terminated extrajudicially:

- on the day before you reach state pension age;
- as soon as your residence permit and/or work permit have expired or you no longer have a valid residence permit, work permit and/or passport necessary to perform the work;
- on the day you are unable to identify yourself with a valid identity document or passport;
- if the Employer has requested a Certificate of Good Conduct (*Verklaring Omtrent Gedrag*, 'VOG'): in each case, a calendar week after the expiry of the period set for submitting the VOG.

Article 5. General obligations of the Temporary Employee

5.1 Before or when you start working for the Employer, you must:

- provide a complete account of your relevant employment history, in particular whether you have previously worked in a similar position for the Client, through another company or otherwise;
- provide information about any previous period of unemployment in connection with possible premium reductions;
- report whether there are any impediments to you performing the agreed work, such as those arising from a non-compete or non-solicitation clause and/or other post-contractual obligations with a previous employer;
- report whether you have accrued pension with StiPP or another pension provider prior to the employment contract.

5.2 You must perform the agreed work under the Client's supervision and management and comply with reasonable instructions of the Employer and the Client regarding the performance of that work. The Client may draw your attention to the applicable rules of conduct or internal rules, protocols or policy of the Client, which you must observe. You are therefore obliged to comply.

5.3 You should be aware of your activities on social media, both for business and private use. In this context, you must behave like a good employee and bear personal responsibility for the content you publish on any social media, consider the legitimate interests of the Employer, your colleagues, the Client and third parties, and not cause them any material damage or pain and suffering.

5.4 The Employer is your sole point of contact when it comes to matters relating to your employment, such as:

a. your salary and other employment terms;
b. requests for holiday(s) and other leave (to be determined in consultation with the Client, if necessary);
c. questions about your pay slip, the CLA, and other matters concerning your Temporary Employment Contract;
d. sickness reports and rehabilitation, which must always be reported to the Employer within the stipulated period, in accordance with the applicable procedure and to the person or department designated for this purpose;
e. your performance, its assessment and the related consequences or the imposition of disciplinary or other measures;
f. education and training.

The Employer may require you to attend training that is necessary for your work, to improve your performance and - if this can reasonably be required of you - as a condition for the continuation of your Temporary Employment Contract.

You must reimburse all education and training costs if you are to blame for failing to complete the training or course successfully or if the Employer terminates the Temporary Employment Contract on your initiative or because of your actions. The Employer will determine the repayment arrangements and record these in a further study contract.

The Employer reserves the right to set off these costs against the payment of salary or any other compensation, insofar as permitted by law, which you explicitly agree to by signing the Temporary Employment Contract, or to deduct them from the transition payment to be made. You may not disclose the content of the Temporary Employment Contract, this Personnel Guide, payslips or other matters relating to your Temporary Employment Contract to the Client or third parties without the Employer's consent. This does not apply if you, the Client and the Employer have agreed otherwise.

5.5 You must perform the work pertaining to your position to the best of your ability. You are also expected to perform other work at Clients or locations other than those announced in advance, if this work can reasonably be expected of you. There is therefore no question of you being assigned exclusively to one Client.

5.6 You must comply with official company regulations, rules on safety and working conditions, work instructions and rules of conduct of both the Employer and the Client. You must wear the work clothing and/or protective equipment provided by the Employer when performing your work. Further rules on work clothing and/or protective equipment have been provided to you as an appendix to this Personnel Guide and may differ for each Client. It is essential that you read all the rules carefully and follow them.

5.7 You may not directly or indirectly accept or stipulate any commission, allowance or payment, in whatever form, or gifts in connection with performing your duties from third parties, including the Client. Although this does not apply to usual business gifts of minor value, you must still consult the Employer in this regard.

5.8 You must immediately inform the Employer and the Client (or have a third party inform them) of any work-related injury or accident that happens to you. As the Client is responsible and therefore also liable for working conditions on the shop floor, you can hold only the Client and not the Employer liable in this regard.

5.9 If you need a residence and/or work permit to be legally employed in the Netherlands, this applies to you:

a. Before entering into the Temporary Employment Contract, you must cooperate fully with the Employer so it can obtain a work permit (for highly skilled migrants) for you.

b. You must not commence work until the Employer has been able to make copies of the documents that can be used to verify your identity under Section 15 of the Foreign Nationals (Employment) Act (*Wet Arbeid Vreemdelingen*, 'Wav'). The Employer will keep these copies in your personnel file for five years after the termination of your work. The Employer will also provide a copy of these documents to the Client.

c. You are primarily responsible for holding and remaining in possession of the required residence and work permit.

d. You must immediately inform the Employer of all facts and circumstances that may affect your residence and work permit.

e. You must immediately inform the Employer of any changes to or renewals of your residence and work permit or identity documents.

f. If you act contrary to the obligations of this paragraph, you must, insofar as relevant and notwithstanding Section 7:650, paragraphs 3, 4 and 5 DDC, pay the Employer a lump-sum penalty of €10,000.00 (ten thousand euros) for each contravention plus €1,000.00 (one thousand euros) for each day or part of a day that the contravention continues, with no need for a prior notice of default. Alternatively, the Employer may claim full compensation.

g. The Employer guarantees that you will receive at least the pro-rata gross income each month required to comply with the minimum gross income.

h. The Employer will make every effort to provide you with all the information needed for your residence, both during and after the Temporary Employment Contract.

Article 6. Work location

6.1 You must always perform your work at the Client's location, as specified in the Assignment Confirmation. If you work at a number of locations, this will be included in the Assignment Confirmation.

6.2 In some cases it may be necessary for you to perform your work at a location other than as specified in the Assignment Confirmation. You must cooperate in performing your work at a place or location other than as specified in the Assignment Confirmation and, if necessary, also at other Clients.

Article 7. Time recording and Flexportal

7.1 When you start working for a Client, you must use the time recording system that applies at the Employer. The hours worked are submitted via the Flexportal. Submitting the hours you have worked incorrectly, incompletely or late is at your expense and risk. We will pay only for the hours that you submit correctly via the Flexportal and insofar as the Client has approved those hours.

7.2 Should you record your hours incorrectly after receiving the instruction 'time recording for the Client concerned', you will receive a verbal or written warning. If you again fail to record your hours in accordance with the instruction, further disciplinary measures will be imposed.

7.3 You will have access to the Employer's portal (Flexportal), which provides an overview of the time recording, payslips, annual statements and other documents relevant to you. How Flexportal works is explained in more detail in the Flexportal Guide for employees. You agree to the Employer providing your payslip digitally via the Flexportal.

Article 8. Gross salary and expense allowance

8.1 Your gross salary/hourly wage and the User Company Remuneration are specified in the Temporary Employment Contract and/or Assignment Confirmation. Other pay components that may be applicable can also be found in the Assignment Confirmation. The User Company Remuneration applies in principle, unless it has been agreed in the Temporary Employment Contract that you belong to the 'allocation group', as a result of which it is not the User Company Remuneration that applies but the remuneration stipulated in the CLA for temporary employees who belong to the allocation group.

8.2 You may be classified as a weekly or periodic wage earner. If you are a weekly wage earner, you will receive your weekly salary on Friday. If you are a periodic wage earner, the hours worked for the past four weeks are submitted to Flexportal on the Friday of every fifth week. If you work a fixed number of hours each month, you can also choose to receive your pay on the 25th of every month. This choice will be made in consultation with your manager. Your pay will be transferred to the IBAN specified by you.

8.3 You will receive payment of your salary (and other perquisites) only from the Employer and not from the Client. You therefore may not receive any payment directly from the Client. In the unlikely event that the Client makes a direct payment to you, you must report this to us immediately.

8.4 The User Company Remuneration will be documented and confirmed in writing for each assignment. Each new assignment may lead to a modified User Company Remuneration.

8.5 Any right to a periodic salary increase is determined by the regulations applicable at the Client concerned for employees working in an identical or equivalent position for the Client.

8.6 The Employer adds statutory holidays and holidays in excess of the statutory minimum to a reserve (in the form of a percentage or otherwise), which is stated on your payslip. When you take holidays, this is deducted from the reserve.

8.7 Allowances for overtime and irregular working hours are paid in cash or reserved as compensatory hours. In the latter case, the accrued compensatory hours may be taken at times to be determined by the Employer or agreed in mutual consultation.

8.8 You must give the Employer written authorisation, within the statutory framework, to set off salary advances, excess pay and costs incurred by the Employer for or on your behalf or to deduct them (proportionally) from gross or net pay in excess of the statutory minimum wage, overtime hours and other additional hours, holiday allowance and holidays in excess of the statutory minimum. Any setoff or deduction will be specified on the periodic payslips. You are free to revoke the above authorisation at any time.

8.9 Should you unexpectedly receive an incorrect payment, contact the Employer directly on telephone number 088 2013880.

8.10 If the 30%-facility as referred to in the Wages and Salaries Tax Act 1964 (*Wet op de Loonbelasting 1964)* is requested/applies to you, a separate addendum will be agreed for this purpose, which will form an inseparable part of the Temporary Employment Contract.

8.11 By signing your Temporary Employment Contract, you agree that payslips, the assignment confirmation(s), annual income statements and all other relevant documents relating to your employment will be provided to you in digital form.

Article 9. Working hours and rest periods

9.1 Although the Client's regulations apply to working hours and rest periods, the Client may draw up a different schedule for you.

9.2 Working hours will be determined in mutual consultation.

9.3 If your working hours are entirely or largely unpredictable, this will be stated in the Assignment Confirmation. The Assignment Confirmation will also state the reference days and hours applicable. These are the days on and hours at which you can be called upon to work. Under the CLA, the standard on-call period is four days before work starts. The number of guaranteed hours is zero as standard, unless explicitly stated otherwise in the Assignment Confirmation.

9.4 The Employer or the Client may change your working hours after the work commences.

9.5 If the Employer or the Client believes overtime is necessary, you must work overtime. Overtime pay is deemed to be included in your salary, unless agreed otherwise in advance or this is otherwise clear from the applicable CLA.

9.6 You must start work punctually at the time that applies to you.

Article 10. Leave days and holiday allowance

10.1 You are entitled to a holiday allowance under the CLA.

10.2 You accrue holidays under the CLA.

10.3 The rights referred to in paragraphs 1 and 2 are accrued in proportion to time.

10.4 Any request for holidays/leave will be honoured as much as possible in consultation with the Employer and after consultation with the Client. The basic principle is that you cannot take more than three consecutive weeks' holiday, unless the Employer and the Client have given permission for this. You must make a request to the Employer to take holidays.

10.5 If you work for a Client where a general company closure or collective holiday applies during a certain period, you must take your holidays or leave days during this period.

10.6 The information about the User Company Remuneration, as confirmed or provided by the Client, is the guiding principle for determining the hourly rate or cash compensation for ADV days (days taken off to reduce working hours). If scheduled days off or ADV days apply under the Client's CLA or employment terms, payment will be made in cash. If the above information does not provide clarity and certainty about how the hourly wage or the cash compensation for ADV days must be determined, the calculation method laid down in the CLA will be used.

10.7 See Article 3:1 up to and including 3:16 and Article 4:1 up to and including 6:11 of the Work and Care Act (Wet arbeid en zorg (WAZO)) for the types of leave possible in respect of work and care. In all cases, proof must be submitted to the Employer in advance.

10.8 Entitlement to special leave is dictated by the CLA. Here too, proof must be submitted to the Employer in advance.

Article 11. Incapacity for work due to illness

11.1 If you are unable to perform your work due to illness or an accident, you must comply with our sickness absence regulations as set out in *Appendix 1*.

11.2 If you are incapacitated for work, the statutory provisions and provisions of the CLA on incapacity for work due to illness will also apply.

Article 12. Pension and PAWW

12.1 While working for the Employer, you will participate in the compulsory sectoral pension scheme for personnel services (StiPP) relevant for you, provided you meet the conditions of the pension scheme in question. The Employer will inform you about the pension scheme applicable to you.

12.2 Subject to certain conditions, you will be able to claim a private supplement in the event of unemployment or partial incapacity for work after your employment with the Employer ends. For more information about this and the Pension and Regulations governing Private Unemployment Benefit Supplements and Wage-Related WGA Benefits (PAWW-regeling), see the CLA and www.spaww.nl respectively. Contributions are paid by the Employer and are compensated as provided for in the CLA.

Article 13. Company property and personal protective equipment ('PPE')

13.1 You must use the PPE provided to you for the performance of your duties. If you do not use the PPE and sustain an injury when performing your work that could have been prevented by using the PPE provided to you, the Employer will not be liable for that injury.

13.2 You are responsible for the use and maintenance of the equipment provided. You must return the equipment entrusted to you to the Employer or the Client in good condition. You are expected to handle company property with care.

13.3 You may use equipment provided to you for private purposes only if you have received prior written consent for that purpose. If you damage, lose, or fail to return the equipment received on

loan, the Employer reserves the right to recover this from you or to set off or deduct the damage from your salary, including perquisites.

13.4 If you are incapacitated for work, you must return the equipment or other company property – including all accompanying accessories – to the Employer or the Client immediately on request, in good condition and without damage or defects.

13.5 On termination of the Temporary Employment Contract, you must immediately return to the Employer (or the Client) all items in your possession – including documents, materials, articles and keys – that have been provided to you to perform your work, that are the property of the Employer (or the Client), or that are in any way related to the Employer (or the Client), including copies of such documents.

13.6 Until you have returned all company property, the Employer may, at its own discretion, not proceed with the final settlement or proceed with the final settlement but set off the amounts you owe to the Employer, including penalties as a result of your breach of any obligation, against the final settlement or deduct those amounts from it.

13.7 If you have any doubts as to which regulations apply and/or which protective equipment must be used, you should consult your manager.

Article 14. Confidentiality

14.1 The Employer and Client attach great value to the fact that business-sensitive matters and confidential information of the Employer, the Client or their business contacts will not be shared with third parties. This covers information that has been designated as confidential or which you should understand is confidential. As the disclosure of business-sensitive information may cause damage to the Employer or the Client, we request you to observe confidentiality.

14.2 You therefore may not share information or documents relating to the Employer, the Client or their business contacts or other matters you know about them with third parties. This also applies to information you have about employees of the Employer or the Client.

14.3 If you are suspended or your employment is terminated, in whatever manner and for whatever reason, you must return all the Client's or Employer's property in your possession, as well as all documents in any way connected with the Client or Employer, in the broadest sense, to the Client or Employer, immediately on their request.

14.4 Confidentiality applies both during and after the termination of the Temporary Employment Contract.

14.5 If it is necessary to provide the above information to third parties, or if you are requested to do so by third parties, including the press, you must inform the Employer in due time and the Employer and the Client must grant consent for this purpose, failing which you may not in any way, directly or indirectly, provide information to third parties in whatever form.

14.6 You must sign a separate non-disclosure agreement if the Client so requests.

Article 15. Documents and business assets

15.1 You may not in any way possess or keep any documents, information carriers or business assets relating to the Client's company that have been provided to you (on loan) for your work, except insofar and as long as this is required for the performance of your work for the Client. You must return such documents, information carriers and business assets to the Client in good condition if you are ill, suspended or placed on leave of absence, and at the end of your employment on or before your last day of attendance.

Article 16. Side activities, competition and recruitment

16.1 Unless the Employer gives its prior written consent, you may not perform any paid or unpaid side activities for the Client or any third party during the Temporary Employment Contract and you may not directly or indirectly run a business for your own account or for yourself.

16.2 The prohibition referred to in paragraph 1 applies to work for third parties only if the side activities compete with those of the Employer or the Client, harm the reputation and good name of the Employer or the Client, or pose a risk to your normal work performance. However, you may not perform side activities if this results in you exceeding the maximum permitted working hours or

length of the working week under the Working Hours Act (*Arbeidstijdenwet*) and related regulations.

16.3 You may not encourage people working for the Employer or for the Client, both during and after the expiry of your Temporary Employment Contract, to terminate their employment relationship with the Employer or the Client.

16.4 You may not perform any acts aimed at terminating the Temporary Employment Contract on your own initiative, with the intention of working at the Client (or the Client's affiliated companies) through a third party, without the Employer's prior consent.

16.5 If you wish to enter into an employment contract or employment relationship directly with a Client for which you have worked through the Employer at any time, you must immediately inform the Employer of this in writing in advance, partly in connection with the above.

Article 17. Duty to identify yourself

17.1 Under the law, you have a duty to identify yourself at work. The Social Affairs and Employment Inspectorate ('SZW Inspectorate'), the Aliens Police, the Employee Insurance Agency ('UWV'), the Tax and Customs Administration or other competent authorities may carry out a workplace check. You must be able to identify yourself with an original and valid proof of identity (passport, ID card) during these checks. You must be able to show a valid passport or ID card if one of the Employer's employees carries out a check.

Article 18. Processing of personal data

18.1 The Employer treats the personal data you provide as confidential. You hereby grant consent to the Employer, insofar as necessary, to process these data within the meaning of the General Data Protection Regulation (GDPR) or related legislation, to exchange these data within the Employer and to provide them to the Client and other third parties, insofar as this is necessary for the conclusion and performance of the Temporary Employment Contract.

18.2 The Employer's privacy policy is based on the GDPR and will be made available to you immediately on request.

18.3 The board of directors or designated employees manage the data of personnel. They treat all information as confidential. All personnel files are managed centrally in a locked cabinet.

18.4 Personnel files contain recruitment and selection, application and appointment data. Data relating to performance and assessment, sickness absence, salary development and education and training are also stored. The processing of personal data is recorded in the processing register, which you can consult at any time.

18.5 You have the right to consult your personnel file, to copy parts of it and to request the correction or destruction of any incorrect information. Under the GDPR and its conditions, you have these rights:

- to request access to your personal data;
- to have inaccurate personal data rectified;
- to supplement incomplete information;
- to have your personal data erased in certain cases;
- to 'limit' your personal data in certain cases;
- to object to the processing of your personal data in certain cases;
- to obtain and transfer your personal data in certain cases;
- to lodge a complaint with a supervisory authority;
- to be informed immediately by the Employer if a breach of personal data has occurred that is likely to pose a high risk to the Temporary Employee's rights and freedoms, unless the Employer is not obliged to do so under the applicable laws and regulations.

In certain cases, the Employer may be entitled to refuse a request. In that case, the Employer will explain the refusal. To exercise the above rights, you can send an e-mail to frontoffice@prohrm.nl.

18.6 When you leave your employment, your personnel file will be emptied and its contents destroyed except for the Temporary Employment Contract, the notice of termination, and all data whose retention is required by law and regulations.

18.7 The Employer will provide your personal data to third parties only if this is necessary under the Temporary Employment Contract and the related rights and obligations, on the basis of statutory obligations, or after you give your written consent for that purpose. The Employer will make every effort to ensure confidential handling of your personal data and is also responsible towards you in this regard.

18.8 You hereby grant consent to the Employer, insofar as necessary, to process these data within the meaning of the GDPR and to provide them to third parties, insofar as this is necessary for the purpose of concluding and performing the Temporary Employment Contract and statutory obligations, including but not limited to the UWV, the Tax and Customs Administration and the payroll administration organisation.

18.9 You also grant consent, insofar as applicable, to process data identifying you as an occupationally disabled person under the Disability (Reintegration) Act (*Wet op de (re)integratie arbeidsgehandicapten*) and Section 29b of the Sickness Benefits Act (*Ziektewet*).

Article 19. Changes in personal data

19.1 You must inform the Employer within five days of any changes in your personal situation that are relevant to the Temporary Employment Contract. These include a change of address, change in your civil status, change in your family composition, illness and your residence status (if you are a foreign national). You must submit the required evidence. The consequences of failing to notify your Employer of changes in due time will be at your expense and risk.

Article 20. Data Breaches (Reporting Obligation) Act (*Wet meldplicht datalekken*)

20.1 You must comply with all the Client's ICT security policies and protocols when you access its systems (which is allowed only with the Client's consent).

20.2 If you have to directly or indirectly process or come into contact with personal data during your work, you must report a data or security breach directly to the Employer and the Client. You must fully inform the Employer and the Client by telephone and in writing by e-mail about the incident and provide them with all the necessary information about it. You must cooperate fully in the measures taken by the Employer or the Client to limit the incident and prevent its recurrence.

20.3 You must comply carefully with the procedure on data breaches and security incidents that apply at the Employer and the Client.

Article 21. Penalty clause

21.1 If you contravene the obligations in this Personnel Guide, you must pay a penalty to the Employer. The penalty accrues to the Employer. The penalty amounts to €2,500.00 (two thousand, five hundred euros) for each contravention plus €250.00 (two hundred and fifty euros) for each day on which a contravention continues. The penalty will be immediately due and payable, with no need for a notice of default or other prior statement. The penalty is due and payable notwithstanding the Employer's other rights by law or under the Temporary Employment Contract, always including the right to specific performance of the Temporary Employment Contract and the right to claim compensation under the law instead of the penalty. With this penalty clause, we deviate expressly from Section 7:650, paragraphs 3 to 5 DDC.

21.2 If you earn a salary that does not exceed the statutory minimum wage applicable to you, this penalty clause applies to you instead of paragraph 1: If you contravene the obligations in this Personnel Guide, you must pay a penalty to the Employer. The penalty accrues to the Staff Association or a charity designated by the Employer. The penalty will be equal to half a day of your gross wage expressed in monetary terms for each contravention, to be increased after one week by the same amount for each week that the contravention continues. The penalty will be immediately due and payable, with no need for a notice of default or other prior statement within the meaning of Section 6:80 *et seq*. DCC. The penalty is due and payable notwithstanding the Employer's other rights by law or under the Temporary Employment Contract, always including the right to specific performance of the Temporary Employment Contract and the right to claim compensation under the law instead of the penalty.

Article 22. Disciplinary measures

22.1 Notwithstanding the claimability of any specific penalty, the Employer may take these disciplinary measures for a failure to comply with or contravention of the Personnel Guide, the Temporary Employment Contract or other applicable rules:

1. reprimand;
2. suspension, possibly without pay;
3. change of position (including transfer and demotion), with or without a reduction in salary;
4. dismissal (instant or otherwise).

22.2 In determining the sanction, the Employer will consider the seriousness and specific circumstances of the case.

22.3 Suspension and initiating a dismissal procedure can be imposed as parallel sanctions.

22.4 If the Employer believes an investigation is necessary to establish the facts before one of the disciplinary measures referred to in paragraph 1 is taken, you may be placed on leave of absence without loss of pay pending the decision. If the Employer subsequently decides to initiate a dismissal procedure, it may extend the leave of absence until the end of the employment relationship or convert it into a suspension until the end of the employment relationship.

22.5 Behaviour towards the Client that gives urgent cause to terminate the assignment also applies to the Employer and may constitute urgent cause for your dismissal.

22.6 The above applies notwithstanding the fact that the Employer may collect a penalty for a contravention (whether or not by setoff against or a deduction from salary), if provided for in the Employer's rules of conduct or in this Personnel Guide. The penalties referred to in the rules of conduct also accrue to the Employer and, above all, deviate from Sections 7:650, paragraphs 3 to 5 DCC. Compensation can always be claimed instead of the penalty.

Article 23. Final provisions

23.1 The Employer will decide in cases not provided for in the Personnel Guide (possibly in consultation with the Client). The Employer may deviate from this Personnel Guide in special circumstances.

23.2 A request to change position, working time and other employment terms or working conditions will be assessed as part of the tripartite relationship: you/Employer/Client. This means that the Employer can comply with such a request only if the business interests of both the Employer and the Client are not harmed.

23.3 The Employer may unilaterally amend this Personnel Guide. The latest version applies at all times.

Appendix 1: Sickness absence regulations

In accordance with the Eligibility for Permanent Incapacity Benefit (Restrictions) Act (*Wet verbetering poortwachter*), you and the Employer are jointly responsible for you resuming work as soon as possible if you are incapacitated for work through illness. The provisions of the CLA relating to illness and incapacity for work apply.

1. Sickness report:

If you are ill, you must personally report this by telephone to the Employer before 10.00 a.m. If the report is received later than 10.00 a.m., the first day of illness will be the next day. The sickness report can be made by someone else only if you are absolutely unable to contact the Employer yourself.

If you leave to go home sick during working hours, this must be reported to the Client's manager in person as soon as you leave and to the Employer by telephone (i.e. not by text message, WhatsApp or other social media).

Your sickness report must also specify:

- the probable duration of your incapacity for work;
- what you believe the Employer can do to help;
- the address and telephone number where you are being treated;
- if you report sick from an address other than your home address, you must also provide your place of residence, telephone number and, if necessary, the details of the doctor who is treating you;
- whether the incapacity for work is due to others (third parties, for example because of an accident). Insofar as applicable, you must provide all necessary information in this regard so that the Employer can try and recover its damage from this third party;
- whether there is a safety-net situation (e.g. illness due to pregnancy or organ donation).

2. Resuming work on recovery:

No later than the day prior to that on which you are able to resume work because of your full or partial recovery, you must personally notify the Employer of your recovery by telephone or e-mail (frontoffice@prohrm.nl) and the Client. The above also applies if you are not obliged to work the day after the recovery notification due to holidays, other leave or your part-time work schedule. You need not wait for permission before returning to work.

3. Accessibility and availability:

You must be available by telephone between 08:30 a.m. and 5:30 p.m. during your sick leave and be available at the address where you are being treated for a visit by the company doctor or occupational consultant at all times. If you stay at another address, permanently or temporarily, you must always inform the Employer and the Occupational Health and Safety Service (OHSS) within 24 hours. If you have a long-term illness, fixed times at which you can be reached at the address where you are being treated can be agreed in consultation with the company doctor or occupational consultant.
If you repeatedly refuse contact or if the Employer does not have the correct information to maintain contact with you, further disciplinary measures will be imposed, including but not limited to the imposition of a wage sanction or, in the event of repeated contraventions, instant dismissal.

If you cannot open the front door yourself, make sure there is someone at home who can. If the doorbell does not work, clearly indicate how you can be reached, for example, with a note on the door.

4. Providing information:

You must provide information about how your incapacity for work is progressing at the Employer's request, but also on your own initiative. If something changes in relation to your sickness report, you must report this immediately to the Employer.

In any event, you must contact the Employer every Monday afternoon between 1.00 p.m. and 4.00 p.m. to provide an update on the progress of your recovery. You must also give the Employer feedback if you have visited a doctor, specialist or other practitioner.

The Employer must be informed about visits to your general practitioner, specialist, therapist, etc. by telephone or e-mail (frontoffice@prohrm.nl).

Insufficient availability, insufficient notification to the Employer in the above sense, or failure to comply with callback requests may result in a salary measure (suspension or discontinuation of salary payments).

5. Call to attend the company doctor:

1. After the initial moment of contact in the first week of illness, we will discuss how often and how you will be contacted by the Employer or third parties. Among other things, you may be called by the company doctor.
2. You must provide the Employer's designated absence management agency with all relevant information about your absence. If you are unable to do this yourself because of your health problems, a family member or carer can provide this information for you.
3. You must comply with every call from the company doctor or Employer to attend a consultation at the company doctor. If you have a legitimate reason for being unable to attend (e.g. bedridden), you must immediately report this to the Employer. The Employer will determine whether the reason is well-founded and the consultation can be postponed to another time. This obligation does not apply if you resume work or visit the doctor treating you. In the latter case, you must notify the company doctor immediately. If you do not cancel the appointment with the company doctor on time, the related costs will be charged and deducted from your salary.
4. You may ask the company doctor to consult another company doctor if you doubt the correctness of the company doctor's advice. The company doctor who gave you the advice will contact another company doctor as soon as possible in response to this request, and after consultation with you, unless there are compelling arguments against consulting another company doctor, and the company doctor who gave the advice notifies you of this, stating the reasons. The other company doctor to be consulted will not work within the OHSS or the same company or institution as the company doctor who gave the initial advice.
5. The company doctor has a complaints procedure and you can request a copy of this from the Employer.

6. Medical examination and recovery:

It is in your interest that you seek the treatment of a general practitioner or OHSS doctor within a reasonable period and follow this doctor's instructions. You are obliged within reason to cooperate in activities aimed at recovery and a return to work as soon as possible. These activities include occupational therapy, training, rehabilitation (including partial resumption of work and work adaptation).
You must refrain from any behaviour that obstructs or delays your recovery. This includes sports, holidays, chores in and around the house, joining in festivities and performing work in general. If you believe that certain work or activities do not hinder your recovery or in fact promote it, you should request the prior consent of the company doctor. Performing activities or work as referred to in the previous sentence without the company doctor's consent will result in a disciplinary

measure, which can include issuing an official warning, discontinuing salary payments, or instant dismissal.

7. Provisions relating to long-term absence:
   1. When you have been ill for at least six weeks, and the absence management agency has concluded that returning to work is possible, you must draw up a recovery and rehabilitation plan together with the Employer. The advice of the absence management agency on options for recovery and resuming work forms the basis for the plan of action.
   2. You must comply with the arrangements laid down in the plan of action.
   3. Together with the Employer, you must regularly evaluate the plan of action and adjust it if necessary.
   4. The Employer will make every effort for your rehabilitation as soon as possible.

8. Performing work:
   You may not perform any work during your incapacity for work, except insofar as the company doctor considers you are in a position to perform work and this work is offered to you by or on behalf of the Employer. The work offered will be documented in consultation with the absence management agency.

9. Stays abroad/holidays:
   The above procedure also applies to short stays abroad, for holidays or work. If you fall ill during a stay abroad, you must report this directly to the Employer. You must comply with the Employer's first call to visit the company doctor. If and insofar as your health problems prevent you from travelling back, you must visit a doctor designated by the Employer in the country where you are staying at the time of the sickness report, provided that a local doctor has issued a medical certificate stating that you cannot travel back to the Netherlands to visit the company doctor. After your return, you must contact the Employer and the company doctor directly.

   If the stay abroad has to be extended due to illness or incapacity for work, a medical certificate confirming your inability to travel must be sent by a doctor every two weeks and whenever the company doctor requests one.

   The certificate must be drawn up in Dutch or English.

   When applying for holidays during illness, you must ask the company doctor and the Employer for consent. These days are regarded as leave days.

10. Pregnancy:
    Pregnancy must be reported to the Employer. If you are pregnant, you must submit a signed certificate of pregnancy from the doctor treating you or your midwife on request. In connection with the sickness benefit paid by the UWV, you must indicate when reporting sick whether your illness is related to pregnancy. If this is not reported in time, the UWV may impose a sanction at your expense.

11. Disputes:
    If you do not understand or disagree with a decision of the absence management agency, you must report this to the Employer and the absence management agency. If the company doctor or occupational consultant of the absence management agency upholds the decision, you can apply to the UWV for an expert's opinion. The company doctor or occupational consultant will indicate how and where you can contact the UWV. You may request an expert's opinion on your fitness to work as a result of illness, suitable employment, rehabilitation efforts of the Employer and your

rehabilitation efforts (Section 32 of Work and Income (Implementation Organisation Structure) Act - 'SUWI Act').

12. Application for a benefit under the Return to Work (Partially Disabled Persons) Regulations ('WGA benefit'):

Both you and the Employer must do your utmost for 104 weeks to facilitate your return to work. In its role of 'gatekeeper', the UWV assesses whether both parties have made sufficient efforts towards this rehabilitation. The UWV looks at what is known as the rehabilitation report for this assessment. If the UWV believes you or the Employer have not done enough towards rehabilitation, this will have financial consequences for the party or parties at fault.

The Employer draws up documents according to the timetable below that jointly form the rehabilitation report for the UWV's assessment:

Week 6: Problem Analysis

Within six weeks of your first day of incapacity for work, you will be called to attend a consultation at the company doctor to determine your rehabilitation options, which are recorded in the Problem Analysis. You will discuss your file and the rehabilitation process with a case manager of the OHSS provider.

Week 8: Plan of Action

By the eighth week of incapacity for work, the Employer will draw up a rehabilitation Plan of Action with you based on the Problem Analysis. This Plan of Action sets out the agreed arrangements and procedures for the earliest possible recovery and ultimate goal of rehabilitation.

Every six weeks: Adjusting the Plan of Action

The follow-up of the Plan of Action must be discussed at least once every six weeks. This meeting and new arrangements are then documented in the periodic evaluation, which you and the Employer both sign.

Week 44: First-Year Review

At the end of the first year of incapacity for work, a First-Year Review is completed, which you and the Employer both sign.

Week 87: WIA application forms

If you have not fully recovered, you will receive application forms from the UWV for a benefit under the Work and Income (Capacity for Work) Act ('WIA benefit'). Together with the Employer, a rehabilitation report is drawn up based on the rehabilitation file. You will receive the medical information for this from the company doctor. You must return this together with the application forms to the UWV by the 93rd week of your incapacity for work. Based on these documents, the UWV will assess whether you and the Employer have made sufficient rehabilitation efforts.

13. Exclusion of continued payment of salary and liability

1. If you do not cooperate in a timely, correct and complete manner with or act contrary to the contents of the articles of these sickness absence regulations, the Employer may fully or partially suspend or discontinue the continued payment of salary. If you contravene one or more of these absence management regulations, the Employer may take more far-reaching measures, including giving you a formal warning, followed, if necessary, by instant dismissal or at least termination of your employment.
2. If you do not cooperate in a timely, correct and complete manner with or act contrary to the contents of the articles of these sickness absence regulations, you will also be liable for all damage suffered by the Employer as a result and the Employer may recover the costs and damage from you.

14. Leaving employment during illness

If you leave your employment with the Employer during your illness, two situations can occur:

- The Employer will notify the UWV that you have left your employment during your illness and the UWV will take over the salary payment and absence management (provided you are eligible for a benefit);
- The Employer will remain responsible for absence management, rehabilitation activities and continued sick pay even after your Temporary Employment Contract ends. The Acture organisation is responsible for paying your sick pay and organising all rehabilitation activities. We refer to www.prohrm.nl for the Acture regulations. You are required to follow Acture's instructions and rules carefully.

Which of the two situations applies in your case will be announced in advance. In the second case, you must comply, even after leaving your employment, with notices from the OHSS and the Employer, and cooperate in your rehabilitation. You must also promptly notify the OHSS and the Employer of any alterations or changes. This also applies if you fall ill within 28 weeks of the end of your employment and claim a sickness benefit.

15. Quarantine and COVID-19

You should always follow the latest advice from the National Institute for Public Health and the Environment (RIVM) and the Central Government, as published on the following websites, inter alia:

www.rivm.nl
www.rijksoverheid.nl
www.rivm.nl/coronavirus-covid-19/quarantaine
www.nederlandwereldwijd.nl
www.rijksoverheid.nl/onderwerpen/coronavirus-covid-19/reizen-en-op-vakantie-gaan/in-thuisquarantaine-bij-aankomst-in-nederland

- Keep a distance of 1.5 metres from others, even in your private time. By keeping a distance of 1.5 metres, people are less likely to infect each other. This applies to everyone: on the street, in shops or other buildings, also if you hold a vital position. Although people belonging to one household do not have to keep a distance of 1.5 metres, you should follow the government's advice on this too. If you notice that it will be difficult to keep a distance of 1.5 metres at a certain location, you should avoid this location.
- Wash your hands regularly. This means washing your hands for 20 seconds with soap and water and then drying them thoroughly. Before you go out, when you come home, when you blow your nose, and of course before you eat and after you go to the toilet.
- Cough and sneeze into your elbow.
- Avoid crowds: leave when it is crowded. The virus can easily spread in groups, and source investigation and contact tracing will be more difficult when large groups of people are together.
- Travel outside rush hour as much as possible.
- Use paper tissues to blow your nose and throw them away afterwards and wash your hands.
- Do not shake hands.
- Stay healthy.

You must self-isolate (i.e. staying at home, not travelling or going to another location in the Netherlands and following the guidelines of the Central Government and RIVM) if:

a. someone in your joint household has tested positive for COVID-19, or you have been in close contact with an infected COVID-19 patient, as a result of which you must also self-isolate; or

b. you have been in a country/area designated as a COVID-19 risk area and must self-isolate as a result. Within the context of COVID-19 and travelling, please refer to the 'Travel Wisely' regulations. We recommend that when you go on holiday, you seriously consider not travelling abroad. COVID is spreading so fast that the world can look different in the afternoon than it does in the morning. If you get ill on purpose, you have no right to continued payment of salary according to the law.

What should you do if you have to self-isolate and what rules apply in that case?

- You immediately notify the Employer by e-mail that you are required to self-isolate.
- You submit a certificate from the company doctor/physician/Municipal Health Service (GGD) to the Employer showing that you have to self-isolate. It is important to mention when the last contact with the person referred to under a. took place, because the self-isolation period starts from that moment onwards. You follow our instructions.
- The coronavirus crisis is regarded as an unforeseen circumstance. It is an exceptional circumstance that is beyond your or the Employer's control. In the unlikely event that you have to self-isolate, we will use your holiday entitlement in excess of the statutory minimum during the first five working days of your self-isolation period, or, if you have no such entitlement, you will agree to take five working days of unpaid leave, calculated from the time you have to self-isolate. The remaining days of your self-isolation period will be at the Employer's expense.
- During self-isolation, you will also follow the advice and recommendations of the RIVM and the Central Government and of the Employer.
- You can go back to work after the self-isolation period.
- Make sure that you follow all advice and recommendations even when you go back to work (after self-isolation).

16. Complaints and second opinion

Complaints about the medical actions of the company doctor will naturally be treated as confidential. Such complaints can be reported to the Employer and are dealt with by the board of directors.

If you doubt the correctness of an opinion given by the company doctor, you can indicate this to him/her, stating the reasons, and ask for a second opinion from another company doctor. The first company doctor will initiate the second-opinion process, unless he/she has compelling arguments for not doing so, or in case of improper or repeated use; in that case, the company doctor will contact you to discuss these arguments.

If you consult another company doctor on your own and without permission, you have to bear the costs of the second opinion yourself.

The company doctor will initiate the second-opinion process by selecting, together with you, another company doctor from the pool set up for this purpose. This second company doctor may not work within the occupational health and safety service, the company or the institution where the first company doctor works. If a company doctor is selected from the pool for a second opinion, we will bear the costs of the second opinion, unless there is evidence of misuse, in which case you will bear the costs in full and we may deduct these costs from the part of the salary that exceeds the statutory minimum wage with due observance of the statutory obligations.

The first company doctor will send the company doctor performing the second opinion all information necessary to assess the situation and the advice given. He/she will decide whether he/she wants to collect other information as well. If the second company doctor issues advice, he/she will first discuss it with you. It is up to you to decide whether this advice is shared with the first company doctor. If it is not shared, the advice of the first company doctor will remain the starting point for the absence. If the advice is shared with the first company doctor, he or she will

contact you as soon as possible after receiving it and will tell you whether he or she accepts the advice in full, in part or not. The company doctor will only inform us whether the second opinion is a reason for him to change his advice on absence management and if so, what his new advice entails. He will then issue a new advice on absence management.

A second opinion, like the first opinion, is not binding on the parties.

The Employer and you are free to also request an expert opinion from the UWV, insofar as this is possible and for the subjects for which an expert opinion can be requested. An expert opinion is always about one of the following issues/questions:

- Can you carry out your own duties?
- Is suitable work available?
- Do we fulfil our rehabilitation obligations?
- Do you fulfil your rehabilitation obligations?

Please note the difference between an expert opinion and a second opinion. Only you can request a second opinion. Furthermore, a second opinion can only be performed by a company doctor, while an expert opinion is given by an insurance physician or occupational consultant from the UWV. A company doctor who performs a second opinion is (in that capacity) not an expert as referred to in Section 7:629a DCC.

Appendix 2: Anti-discrimination policy

The Employer's business procedures aim to give jobseekers a fair chance of employment, regardless of their age, sex, civil status, sexual orientation, life, political or religious convictions, race, ethnic origin or nationality. During recruitment and selection, jobseekers are treated equally by being judged solely on job-related criteria.

Purpose

The purpose of this policy is to be clear and transparent towards Temporary Employees and third parties about:

1. What the Employer understands by discrimination or discriminatory requests;
2. What the Employer's position is with regard to discrimination or discriminatory requests; Acts by the Employer's employees:
    a. What is expected of the employees, how they act during their work, especially in the work (supporting the business activities) around recruitment and selection;
    b. Where you can go for consultation or to make a report;
3. Employer's responsibilities.

Definition of discrimination

Discrimination means making a direct or indirect distinction between persons on grounds of age, sex, civil status, sexual orientation, life, political or religious convictions, race, ethnic origin or nationality. Discrimination also expressly means complying with requests from Clients to make a distinction between people during recruitment and selection based on criteria that are not necessary for or relevant to properly filling the position.

Employer's position

The Employer rejects any form of discrimination.

1. Requests from Clients to take certain criteria into account during recruitment and selection will be honoured only if there is objective justification.
2. Objective justification exists if selection based on the requested criteria:
    - serves a legitimate purpose. This means that there is a good job-related reason to select based on relevant criteria during recruitment and selection (an example of a legitimate purpose is security);
    - results in achieving the legitimate purpose, the means are suited to achieving the purpose;
    - is reasonably commensurate with the purpose; there is proportionality in relation to the purpose;
    - is necessary because there is no other, less differentiating way to achieve the purpose, the necessity criterion is met.
3. The Employer will not tolerate third parties discriminating against its Employees or Temporary Employees.

Action by the Employer's employees

1. Employees have their own responsibility to be alert to requests from Clients that are discriminatory in nature, to recognise such requests, and to ensure that they do not cooperate in them.
2. If you observe discrimination and wish to raise it, report abuse or misconduct, or if you have an issue of trust, you can contact the Employer's confidential counsellor. The e-mail address is vertrouwenspersoon@prohrm.nl.

Employer's responsibilities

The Employer is responsible for:

1. Creating a safe working environment where people treat each other with respect, there is room for constructive consultation, and undesirable behaviour in whatever form is prevented and dealt with;
2. The recognisability and implementation of this anti-discrimination policy. Among other things, this means ensuring that the Employer's employees:
    - are informed about and familiar with the policy. This is discussed during the weekly meetings.

- have received proper instructions on how to recognise discrimination and discriminatory requests. These are discussed weekly during the sales meetings.
- are prepared for a situation in which they are confronted with a discriminatory request and know how to conduct and turn around the conversation with Clients.

3. The evaluation and updating of this policy.

Appendix 3: Rules on alcohol, drugs and medication at work

Article 1 – Purpose

1.1 This policy on the use of alcohol, drugs and medication is part of the Employer's occupational health and safety policy and aims to reduce and prevent alcohol and drug problems at work. These problems can lead to unsafe conditions at work for the person concerned, their colleagues and the Employer and can harm the health and wellbeing of other employees. In addition, there will often be a loss of production and quality because of unsatisfactory performance, and the use of these substances can lead to an unfavourable image of the Employer, in turn causing indirect damage.

1.2 In view of the serious consequences that alcohol and drug use can have, the Employer applies a 'zero tolerance' policy. In this regard, the following arrangements and rules apply, which the Employer will fully enforce at all times.

Article 2 – Alcohol

2.1 You may not consume alcohol at work.

2.2 You may not be under the influence of alcohol at work. Alcohol is broken down slowly in the body (approx. 1.5 hours per 10 grams of alcohol = standard glass). You need to realise this and therefore moderate the use of alcohol before starting work so you can work completely sober.

2.3 You may not possess, supply to third parties, or trade in alcoholic beverages at work.

Article 3 – Drugs

3.1 You may not use narcotics (hard and/or soft drugs) at work.

3.2 You may not be under the influence of narcotics (hard and/or soft drugs) at work. The same warning applies here as in paragraph 2 of Article 2: you must realise that the body needs time to break down the narcotics.

3.3 You may not possess, supply to third parties, or trade in narcotics (hard and/or soft drugs) at work.

Article 4 – Medication

4.1 If you are taking medication that has a yellow warning sticker (and therefore can significantly affect your ability to react), you must report this to the company doctor. If desired, the company doctor can educate the Employer about the consequences for the work to be performed.

4.2 If you perform work that requires extra vigilance – at the Employer's discretion – temporary adapted work will be found for you. If there is any doubt, the Employer will call in the company doctor. You are obliged to perform the adapted work.

Article 5 – Monitoring alcohol and drug use

5.1 You must voluntarily participate in a valid alcohol and/or drug test during or prior to the start of work, random or otherwise, aimed at determining actual alcohol or drug use.

5.2 The test will involve a breathalyser, urine and/or blood test. The Employer or a designated official can conduct the breathalyser, while only qualified persons can conduct the urine and/or blood test.

5.3 Monitoring is performed randomly.

Article 6 – Conditions for monitoring

6.1 The Employer may monitor compliance with these regulations at any time.

6.2 Monitoring will be done only for the purpose(s) referred to in Article 1, paragraphs 2 and 3.

6.3 If you or a group of employees are suspected of contravening the rules, specific monitoring may be carried out for a fixed, short period of time.

Article 7 – Protection and rights of the Temporary Employee

7.1 By means of these regulations, the Employer informs you prior to the monitoring about alcohol, drugs and medication at work, the purposes, the nature of the monitoring, the circumstances under which this occurs and the content of these rules.

7.2 The Employer is aware that monitoring alcohol and drug use at work intrudes on the privacy of the person concerned. In light of the purpose described in Article 1, the Employer considers this monitoring necessary and it cannot be carried out in any other way. The Employer therefore has a substantial interest in testing you for the use of alcohol and drugs, despite the intrusion of privacy.

7.3 In this regard, you have the right:

1. to be the first informed of the test results. The Employer then has the right to be informed whether you are/were under the influence of alcohol or drugs;
2. to a second opinion.
   The Employer will not retain the test results longer than needed for the purpose for which they were obtained.

Article 8 – Sanctions

8.1 Under Section 7:660 DDC, you must observe instructions concerning the performance of work and instructions given to you to promote order and discipline.

8.2 If you contravene one or more provisions of these regulations, the Employer may take disciplinary action:

a. reprimand;
b. suspension, possibly without pay;
c. dismissal (instant or otherwise).

8.3 In determining the sanction, the Employer will consider the seriousness of the conduct and specific circumstances of the case.

8.4 Regardless of the provisions of paragraph 1 of this article, you must pay a penalty to the Employer if you contravene these regulations. The penalty accrues to the Employer. The penalty is €250.00 (two hundred and fifty euros) for each contravention. The penalty will be immediately due and payable, with no need for a notice of default or other prior statement within the meaning of Section 6:80 *et seq*. DCC. Alternatively, the Employer may demand implementation of the arrangements, its claims or rights by law or under the agreement from you, always including specific performance of the agreement and the right to claim compensation under the law instead of the penalty. With this penalty clause, we deviate expressly from Section 7:650, paragraphs 3 to 5 DDC.

8.5 If you earn a salary that does not exceed the minimum wage applicable to you, this penalty clause applies to you instead of paragraph 4: If you contravene these regulations, you must pay a penalty to the Employer. The penalty accrues to the Staff Association or charities designated by the Employer. The penalty will be equal to half a day of your gross wage expressed in monetary terms for each contravention, to be increased after one week by the same amount for each week that the contravention continues. The penalty will be immediately due and payable, with no need for a notice of default or other prior statement within the meaning of Section 6:80 *et seq*. DCC. Alternatively, the Employer may demand implementation of the arrangements, its claims or rights by law or under the agreement from you, always including specific performance of the agreement and the right to claim compensation under the law instead of the penalty.

Appendix 4: 'Travel Wisely' instructions

The Employer asks everyone to monitor travel advice when planning a holiday. Travel advice can be consulted, inter alia, on the website www.nederlandwereldwijd.nl or ask your Employer's contact person. The government's travel advice can have different colours, on the basis of which the government advises whether or not to travel to a certain country. If the government issues a negative travel advice for the country you are planning to travel to or if the country is given a code red, orange or yellow, we as the employer endorse this government advice and would like to draw your attention to the following:

1. Of course, you decide for yourself whether or not you want to travel to a country for which a negative travel advice or a code red, orange or yellow has been issued. As the Employer, we advise you to think carefully about your travel destination and not to travel to a country for which a negative travel advice or a code red or orange has been issued. This is not a prohibition, but a recommendation, because the basic principle is that you can decide for yourself which country to visit or not to visit for a holiday.
2. If you do travel to a country for which a negative travel advice or a code red or orange has been issued:
    1. you do so on your own responsibility and therefore accept the associated risks;
    2. repatriation may not be an option and this could mean that you will be stuck abroad;
    3. it is your own responsibility to ensure that you can return to the Netherlands and resume your work for us and/or the Client in the normal way;
    4. you will have to bear the risk and costs of being unable to return to the Netherlands.
3. We explicitly warn you in advance and point out that it is unwise to go on holiday to a country for which a negative travel advice or a code red or orange has been issued. If you do decide to travel to such a country, you choose to accept the risks. If you do not or cannot resume work (without a valid reason) at the latest after your holiday, we will stop paying your salary, regardless of whether salary exclusion has been agreed with you in the Temporary Employment Contract. You will not be entitled to a salary at that time (nor in retrospect). For such a situation is beyond our control as an employer. By making the conscious choice to go on holiday to such a country, you will reasonably have to bear the consequences of not performing your work or only performing part of it.
4. If you get ill on purpose, you have no right to continued payment of salary according to the law (Section 7:629 DCC).
5. Finally, we would like to point out that taking holiday is only possible with our consent. If, in our opinion, you hold an essential position and your absence would seriously threaten the continuity of the company for which you work, we have the right not to give permission for a holiday/leave you requested.

We believe it is important to be transparent about this before you actually go on holiday, so that you can make an informed choice and are not faced with any surprises afterwards.

Appendix 5: Health and safety regulations

Ensuring good working conditions and caring for the environment form an integral part of the total corporate policy of the Employer and Clients. The Employer and Clients therefore strive as much as possible to continuously improve working and environmental conditions so that personal injuries, material damage and environmental damage are kept to an absolute minimum.

General

1. Duties, responsibilities and powers

You should make every effort to comply with the Client's health, safety and environmental policies to the best of your ability. As you are assigned to one or more Clients to perform work under its or their supervision and management, you are obliged to comply with all health, safety and environmental regulations applicable at the Client(s). By signing the employment contract together with this Personnel Guide, you declare that you have received a copy of the safety regulations applicable at the Client to whom you are assigned. In case of a change of Client, a copy of the applicable safety regulations will again be provided to you. You declare that you will always strictly follow the health, safety and environmental regulations applicable at the Client(s).

2. Communication and consultation

In order to inform employees in a structured way about the dangers related to the work to be performed, the Client(s) will discuss health, safety and the environment during work meetings. Employees who observe any dangerous situations, health risks and/or environmental hazards should immediately report them to their manager.

3. Inspection

Managers at the Client(s) and the board of directors will regularly conduct health, safety and environmental inspections at the workplace to check that the instructions are strictly followed.

4. Company healthcare

If you are at risk, either on the basis of a risk inventory and evaluation, or if you yourself indicate that your health is at risk, the company doctor and the occupational health and safety service will be called in.

5. Accidents/incidents and unsafe situations/actions

Major as well as minor accidents, environmental damage and large material damage as well as unsafe situations/actions must always be reported to the Client's manager. Incidents will then have to be recorded and analysed in order to prevent recurrence of similar incidents in the future as much as possible.

6. Procurement

Health, safety and environmental aspects should be taken into account when goods are procured. Safety data sheets must be kept on file for all hazardous substances.

7. Inspection of work equipment

If you use personal protective equipment and personal tools for your work, you must notify the Client's manager immediately if their quality has deteriorated to such an extent that the safety of you or others is at risk. Unsafe materials must not be used.

8. Safety of third parties

The health, safety and environmental policy is also aimed at ensuring the safety of third parties (during or directly related to the work performed) as much as possible. Where necessary, the Employer will oblige third parties to take measures to prevent any danger to themselves and third parties.

Complaints procedure

Complaints about compliance with safety instructions must be reported immediately, verbally and/or in writing, to the Client's manager. If the Client's manager is not available, or if a manager fails to take action or adequate action (while you believe that he should do so), complaints can be reported to the Employer's board of directors.

Health

1. Company healthcare

On the instructions of and in consultation with the Client, the Employer's occupational health and safety officer takes care of:

- Sickness absence management.
- Preventive Medical Examination
- Preventive Medical Examination after an illness or accident.
- Open consultations with the company doctor.

2. Depending on the occupational hazards to which you are exposed in a particular job, a preventive medical examination may be necessary. The Employer will inform you of this.

3. If you believe that your health is at risk because of the work you are doing or because of other circumstances, or if you want to consult the occupational health and safety service about certain subjects, you can contact the company doctor or a working conditions expert of the occupational health and safety service on your own initiative. Contact details can be requested from the Employer.

4. Smoking policy

a) A general smoking ban applies to all employees, trainees, seconded staff, visitors and other persons in all business premises of Clients.
b) The smoking ban also applies to company cars used for business purposes. All managers are jointly responsible for monitoring the general smoking ban.
c) Smoking is only permitted in the designated areas on the Client's premises.
d) If you perform any work outside of the Client's business premises, you must comply with the local smoking policy. If you are exposed to cigarette smoke caused by others during work, you should report this to your manager at the Client and also report it in writing to the Employer.
e) The Client will ensure that the regulations are complied with. If you violate the smoking ban, a written warning will be issued and a note will be made in your personnel file. If you violate the regulations after repeated warnings, your employment will be terminated.