



EMPLOYEE HANDBOOK



UITZENDBUREAU HET B.V.

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INTRODUCTION

This employee handbook applies to all temporary agency workers of Uitzendbureau HET B.V. (“**the temp company**”) and contains the general employment conditions and house rules, as well as information about a number of general subjects.

Every temporary agency worker receives a copy of this Employee Handbook, in digital form or otherwise. The employee handbook is declared applicable to each temporary agency worker’s individual temporary employment contract.

The temp company reserves the right to amend or supplement the employee handbook if such is necessary or preferable due to future developments (such as changes in legislation). New and amended texts in the employee handbook will be notified to temporary agency workers annually.

CLAUSE 1. COMMENCEMENT OF EMPLOYMENT

- 1.1 When entering into an agency work employment contract, the temp company and the temporary agency worker establish written agreements regarding the worker’s position, working hours and salary and the form of the agency work employment contract. The agency work employment contract is at all times subject to the most recent version of the Collective Labour Agreement for Temporary Agency Workers of the Federation of Private Employment Agencies (*CAO voor Uitzendkrachten*, ABU) and the most recent version of the employee handbook.
- 1.2 The agency work employment contract takes effect from the moment when the temporary agency worker actually commences the agreed upon work, unless otherwise agreed in the agency work employment contract.
- 1.3 An agency work employment contract can be concluded in two different forms:
 - a. an agency work employment contract with agency clause;
 - b. an agency work employment contract without agency clause.An agency work employment contract without agency clause can be fixed-term or open-ended.

CLAUSE 2. FORMALITIES BEFORE EMPLOYMENT

Required formalities before the commencement of employment shall be notified in written form in the employment contract or by letter. The temporary agency worker must in any event correctly and fully inform the temp company about their relevant employment history. The temporary agency worker’s employment history can have consequences for the nature of the agency work employment contract and the employment terms and conditions that apply. If the applicability of successive employership is excluded as a result of the provision by the temporary agency worker of incorrect or incomplete information regarding their employment history, successive employership shall not apply and Uitzendbureau HET shall therefore not be responsible for this.

CLAUSE 3. PROBATIONARY PERIOD

The temporary agency worker's agency work employment contract is subject to the maximum legal probationary period pursuant to Section 7:652 of the Dutch Civil Code if it is an open-ended contract or a fixed-term contract for a period of more than six months. During the probationary period, the temp company and the temporary agency worker may terminate the agency work employment contract with immediate effect.

CLAUSE 4. WORKING HOURS AND EMPLOYMENT CONDITIONS

- 4.1 The temp company shall make agreements with the temporary agency worker regarding the number of hours to be worked per day/week/period. The temporary agency worker's working hours, break times and rest periods, as defined in the Working Hours Act (*Arbeidstijdenwet*), are equal to those that apply in the organisation of the client to whom the temporary agency worker is assigned.
- 4.2 The collective agreement (cao) does not provide for normal working hours ("normale arbeidsduur") as defined in Section 12 of the Minimum Wage and Minimum Holiday Allowance Act (*Wet minimumloon en minimumvakantiebijslag*). The normal working hours of the client shall therefore apply.
- 4.3 The temporary agency worker may be assigned to several clients. For each individual assignment, the following information will be notified to the temporary agency in writing:
 - a. the date on which the assignment is expected to commence;
 - b. the name and contact details of the client, including a contact person if applicable and work address;
 - c. the (general or specific) job title and – if available – the job title as defined in the client's remuneration scheme;
 - d. the job grade and step in accordance with the client's remuneration scheme, if available;
 - e. the agreed working hours;
 - f. the expected end date of the assignment, if applicable;
 - g. the collective labour agreement/remuneration scheme;
 - h. the actual gross wage (hourly wage or otherwise);
 - i. the applicable compensatory leave (*ADV/compensatieverlof*);
 - j. the applicable overtime allowance and/or allowance for shifted hours;
 - k. the applicable allowance for irregular hours (including public holiday allowance and allowances for physically stressful conditions);
 - l. the applicable shift allowance;
 - m. the applicable travel allowance;
 - n. other applicable expense allowances;
 - o. the applicable remuneration for hours travelled or work-related travel time.

- 4.4 The temporary agency worker is obliged to immediately inform the temp company in writing if the pay components referred to in subclause 3 are not at least equivalent to the pay components of employees in the same or similar positions, or if the actual work deviates from the job description of the temporary agency worker's formal position in the client's organisation. The temp company may then enter into consultation with the client.

CLAUSE 5. WORKING HOURS AND REGISTRATION

- 5.1 The client shall determine the daily working hours and shall inform the temporary agency worker of this in good time, via the temp company or otherwise. In principle, work schedules must be notified to the worker between two weeks and four days before commencement of the work. However, the worker agrees that 24 hours before the commencement of the work shall also be deemed to be timely ("tijdig") within the meaning of Section 4:2, subsection 1, of the Working Hours Act (*Arbeidstijdenwet*).
- 5.2 The temporary agency worker is obliged to sign in and out upon beginning and ending their work activities using the time tracking system used by the client, as well as to fill out any timesheets truthfully.

CLAUSE 6. ANNUAL LEAVE

- 6.1 The leave year runs from January to December.
- 6.2 Every temporary agency worker is entitled to 25 leave days per year (20 statutory leave days and 5 leave days above the statutory minimum), unless otherwise agreed in the employment contract. If the agency work employment contract includes an agency clause, the aforementioned number of leave days shall be expressed as a reserved supplement to the wage, which reserve shall be noted on the payslip.
- 6.3 For temporary agency workers not employed on a full-time basis, the number of leave days shall be determined proportionately.
- 6.4 The dates on which leave is taken shall be determined by the temporary agency worker following timely written application and consultation with the client and the temp company. For each day's leave taken, the number of hours shall apply that the worker would customarily work on that day. The temp company reserves the right to unilaterally determine leave days, with a maximum of 25 leave days per year.
- 6.5 Leave must be applied for via the employment agency 4 weeks in advance. This also applies if the requested leave is for an hour or part-day.
- 6.6 Leave must in principle be taken in the year in which they were accrued. In phase A / 1-2 and B / 3, notwithstanding Section 7:640a of the Dutch Civil Code, statutory leave days shall lapse one year after the last day of the calendar year in which the entitlement arose. In phase C, notwithstanding Section 7:640a of the Dutch Civil Code, statutory leave days shall lapse five years after the last day of the calendar year in which the entitlement arose. In all phases, leave days above the statutory minimum shall lapse five years after the last day of the calendar year in which the entitlement arose.
- 6.7 If the temporary agency worker is unfit for work, they may only take an already scheduled leave with the permission of the company doctor and the temp company. Whether or not the leave days shall be deducted from the worker's leave balance shall be determined in

consultation between the worker and the temp company. The guiding principle in this context is that if the temporary agency worker is able to enjoy their leave despite their sickness, the leave days shall be subtracted from the leave balance.

CLAUSE 7. HOLIDAY ALLOWANCE

- 7.1 The temporary worker has an annual holiday allowance, to be paid out in the first week of June (last wage payment week of May), amounting to 8.33% of the actual wages for the days worked, leave days, public holidays, days on which the temporary agency worker was unfit for work, compensatory leave and the hours for which the temporary agency worker has a right to continued payment of wages due to loss of work hours.
- 7.2 The temporary agency worker and the temp company may agree that the holiday allowance shall be paid out in money periodically.
- 7.3 Temporary agency workers who have entered or left the employment agency's employ in the course of the year are entitled to proportional holiday allowance. Upon leaving employ, the holiday allowance shall be paid within the next payment window. If a temporary agency worker is not entitled to wage payments for a period of eighteen weeks, the holiday allowance shall be paid in the first wage window following this period.
- 7.4 If a temporary agency worker takes a period of leave and is not present for at least seven consecutive calendar days for reasons of leave, the temp company shall pay the accrued holiday allowance earlier upon request.

CLAUSE 8. WAGE PAYMENT

- 8.1 The temporary agency worker and the temp company agree that in the event of weekly payment, the payment must be made within a month at the latest, and in the event of monthly payment, the payment must be made within a quarter at the latest, this in connection with the calculation of hours worked and the allowances owed. The temp company shall endeavour to pay the wage to the worker immediately following each wage period.
- 8.2 The wage shall at all times be transferred to the bank account number of the temporary agency worker, which bank account must be in the name of the temporary agency worker.
- 8.3 Wage deductions, for example as a result of fines or damages, may be deducted from the wage pursuant to Section 7:632 of the Dutch Civil Code. If the wage accrued over a specific wage period offers insufficient room for deduction of the full amount, the remainder may be spread over several wage periods.
- 8.4 The temporary agency worker agrees that the payslip shall be provided to the temporary agency worker exclusively in digital form in such a manner that the temporary agency worker can inspect and save the payslip.
- 8.5 All financial consequences of the application (compulsory or otherwise) of the anonymous persons rate due to the absence of a Citizen Service Number (*burgerservicenummer*; BSN) shall be entirely at the risk and expense of the temporary agency worker and may be recovered from the temporary agency worker.

CLAUSE 9. REPORTING SICK

- 9.1 Sickness and/or doctor's visits (during sickness or otherwise) must be reported at the latest in the morning 1 hour before the commencement of work 1 hour before the commencement of work by telephone to the following contact persons at the temp company, who can be reached at:

Tel. 0031-(0)615450256 (Lithuania, English), Tel. 0031-(0)621283642/0031-(0)6215671187 (Polish, Dutch and German) or 0031-(0)243888123 (Uitzendbureau hET). Reporting sick must be done personally and exclusively by means of verbal telephone contact or by typed messages via SMS, WhatsApp or, if necessary, e-mail.

For more regulations concerning reporting sick, sickness absence and related topics, please refer to the sickness absence regulations attached to the Employee Handbook as Appendix 1.

- 9.2 In the event that the temporary agency worker is unfit for work as a result of sickness or accident, the temp company shall continue to pay 90% of the time-based gross wage for the duration of the agency work employment contract, with a maximum period of 52 weeks, with all relevant allowances that the temporary agency worker is entitled to pursuant to social insurance legislation, as well as any additional periodic incapacity benefits, accruing to the temp company. During the period from 53 weeks to 104 weeks, 80% of the time-based gross wage shall be continued to be paid.
- 9.3 Consecutive periods of incapacity for work separated by less than four weeks shall be added up for the purposes of calculating the periods referred to in subclause 2, as provided in Section Clause 7:629, subsection 9 of the Dutch Civil Code.
- 9.4 The obligation arising from subclause 2 of this clause shall not apply if the temp company not subject to the abovementioned statutory obligation to continue to pay wages in event of incapacity for work. This may among others be the case of the temporary agency worker does not observe the instructions in the sickness absence regulations attached as Appendix 1.
- 9.5 In the event that the temp company has recourse against a third party pursuant to Section 6:107a of the Dutch Civil Code, the temporary agency worker is obliged to fully cooperate with the temp company for the purposes of an investigation of the facts and circumstances, as well as for the purposes of any proceedings brought by the temp company in the context of its right of recourse.

CLAUSE 10. RIGHTS AND OBLIGATIONS

- 10.1 The temporary agency worker shall at all times endeavour to perform their duties to their best ability, and to follow the client's instructions. The temp company may assign the temporary agency worker to several clients, subject to the principle that the temporary agency worker should accept every reasonable offer by the temp company.
- 10.2 The temporary agency worker is not allowed to directly or indirectly demand or accept any fee, allowance or remuneration of any kind from customers, suppliers, clients or third parties for work or services related to the activities of the temp company and this contract, other than for the benefit of the temp company.
- 10.3 The temporary agency worker is obliged to perform the agreed-upon work at the client's organisation under the supervision and direction of the client and is obliged to observe reasonable instructions from the temp company and the client regarding the performance of the work, including but not limited to rules of behaviour, working instructions and safety regulations.
- 10.4 The temporary agency worker is obliged to wear the work clothing and/or protective equipment provided by the temp company or the client during the performance of the work. Temporary agency workers are not permitted to wear offensive clothing during the performance of their work.
- 10.5 The first infringement of safety or clothing regulations as set out in the previous subclause may lead to a written warning and the second infringement may lead to summary dismissal.

CLAUSE 11. ANCILLARY ACTIVITIES

The temporary agency worker is free to accept work elsewhere, unless the temporary agency worker has indicated to the temp company that they will come and work for the temp company, while it is clear at which day(s), time(s) or anticipated time(s) and number of hours or anticipated number of hours they will work. The temporary agency worker is also not permitted to work for the same client via a different employment agency.

CLAUSE 12. CONFIDENTIALITY AND RETURN OF GOODS

Both during the employment and after the termination of the employment, the temporary agency worker shall observe absolute secrecy in respect of all information regarding the temp company, the activities of the temp company and the client, and the persons employed by these organisations, to the extent that this information is of a confidential nature or confidentiality regarding this information has expressly been imposed on the temporary agency worker.

- 12.1 All goods, including written and electronic documents, as well as photocopies thereof, which the temporary agency worker receives during the agency work employment contract, are and remain the property of the temp company or the client. The temporary agency worker is obliged to return these goods, including any passwords, keys, access passes and such, to the temp company in good condition on the day on which the employment ends.

CLAUSE 13. SANCTIONS

- 13.1 In case of infringement of the confidentiality clause and the provisions concerning the return of goods, the temporary agency worker shall incur, without any notice of default

being required, an immediately payable penalty of € 1,000, increasing by € 100 for each day or part of a day that the infringement continues.

- 13.2 Notwithstanding paragraphs 3 and 5 of Section 7:650 of the Dutch Civil Code, the penalty has been set at a high amount than half a day's wages expressed in monetary terms, based on paragraph 6 of the same Section.
- 13.3 Such infringement as described above during the employment shall constitute an urgent cause on the part of the temp company for summary dismissal ("ontslag op slaande voet") as defined in Section 7:678 of the Dutch Civil Code and may give the temp company cause to report a crime as described in Section 273 of the Dutch Criminal Code (violation of business confidentiality) to the public prosecutor.

CLAUSE 14. ACCOMMODATION

- 14.1 If a temporary agency worker not permanently resident in the Netherlands wishes to make use of accommodations offered by the temp company, the temp company shall deduct the related rent from the temporary agency worker's wages and pay it directly to the lessor of the accommodations on behalf of the temporary agency worker. The temporary agency worker shall grant the temp company a separate power of attorney for this purpose.
- 14.2 The temporary agency worker must register with the Municipal Personal Records Database (*Gemeentelijke Basis Administratie*; GBA) if they will make use of the accommodations for more than four months.
- 14.3 The temporary agency worker must use accommodations with proper care.
- 14.4 Upon termination of the agency work employment contract, the temporary agency worker must leave the accommodations no later than ten calendar days following the termination of the agency work employment contract. The temporary agency worker shall owe rent for as long as they continue to make use of the accommodations. The temporary agency worker agrees that the temp company shall, upon termination of the employment, postpone the final account for a maximum of one month and shall effect payment at the time when the temporary agency worker leaves the accommodations.
- 14.5 A temporary agency worker who accepts the accommodation offered by the temp company agrees to the rules of use for accommodation, which are attached to the Employee Handbook as **Appendix 2**.

CLAUSE 15. HEALTH INSURANCE

- 15.1 Temporary agency workers not permanently resident in the Netherlands are obliged to have healthcare insurance during the work activities. The temp company shall offer the temporary agency worker the option to take part in the collective healthcare insurance of the temp company.
- 15.2 The temporary agency worker is not obliged to accept the insurance offer described in subclause 1. If the temporary agency worker does not accept the temp company's offer, the temporary agency worker must take out their own healthcare insurance. The temporary agency worker is responsible for this.
- 15.3 If the temporary agency worker accepts the temp company's insurance offer, the temp company shall pay the flat-rate premium to the insurer on behalf of the temporary agency

worker and deduct this premium from the temporary agency worker's wages. The temporary agency worker shall give the temp company power of attorney in this matter.

- 15.4 Upon termination of the agency work employment contract, the healthcare insurance concluded via the temp company shall also end. The temporary agency worker may voluntarily continue the healthcare insurance, and must submit such request in writing to the temp company before the date of termination of the employment, or – in the event that the termination of the employment was not foreseeable – at the time of termination of the agency work employment contract. If the temporary agency worker does not indicate that they wish to voluntarily continue the insurance, the healthcare insurance shall terminate upon the termination of the agency work employment contract and the temporary agency worker shall in the event that they continue to reside in the Netherlands for any additional length of time be uninsured for the duration thereof.

CLAUSE 16. USE OF COMPUTERS, INTERNET AND MOBILE TELEPHONE

The use of computers, internet, mobile telephones and other electronic equipment is subject to the Code of Conduct for Electronic Communication Equipment and other Electronic Equipment, which is attached to the Employee Handbook as **Appendix 3**.

CLAUSE 17. PRIVACY

- 17.1 The temporary agency worker's data shall be stored in their personal file and shall be treated as confidential by the temp company. Data shall only be provided to third parties if permission to do so has been obtained from the temporary agency worker and if the temp company is obliged to do so pursuant to the law. Each temporary agency worker has the right to inspect their own file.
- 17.2 The temporary agency worker is obliged to carry a valid identity document during the performance of work activities so that they are able to identify themselves at all times if requested by the client or a third party.
- 17.3 The temp company shall treat the temporary agency worker's personal data as confidential. To the extent possible and to the extent necessary, he temporary agency worker hereby grants the temp company permission to provide their personal data to clients or potential clients, as well as to inspection bodies in the event that an audit of the temp company or client is carried out and to third parties, to the extent that such is necessary and in accordance with the GDPR.

CLAUSE 18. DISCRIMINATION AND SEXUAL HARASSMENT

Mutual respect and loyalty are underlying principle of the temp company's staff policy. This among others means that discrimination based on race, faith, gender or sexual orientation is unacceptable. Discrimination in the form of sexual harassment shall also not be tolerated. Individuals guilty of discrimination of sexual harassment are at risk of dismissal.

CLAUSE 19. ALCOHOL, DRUGS AND MEDICATION

The temp company has a stringent policy regarding the use of alcohol, drugs and/or medication. This policy is set out in **appendix 4**, and applies equally to all temporary agency workers.

CLAUSE 20. PSYCHOSOCIAL WORKLOAD (PSW)

20.1 As the formal employer, the temp company is responsible for the safety and well-being of its temporary agency worker. This includes the obligation to reserve attention in the working conditions policy for the so-called psychosocial workload (PSW, Dutch: *psychosociale arbeidsbelasting*). The following themes fall under this:

- sexual harassment;
- aggression and violence;
- bullying;
- work pressure.

20.2 The temp company's policy aim is to prevent PSW. If prevention is not possible, efforts are made to limit it as much as possible.

20.3 In order to enable the execution of this policy, the subject of PSW is part of the Risk Inventory and Evaluation (*Risico-inventarisatie en evaluatie*; RI&E). This RI&E shall regularly be carried out within the temp company's organisation. If a temporary agency worker experiences problems in the performance of their duties that may be traced to sexual harassment, aggression, violence, bullying or work pressure, they can initiate a discussion about this with their supervisor or the management. If this is not possible, for example because the complaint is too emotionally charged or their relationship with the supervisor is part of the problem, they can contract the confidential advisor of the occupational health and safety service at +31 (0)24 2049115.

CLAUSE 21. DISCIPLINARY MEASURES

21.1 If there are compelling reasons to do so, the temp company may, subject to due observance of the relevant provisions of the Dutch Civil Code, suspend a temporary agency worker for a maximum of four weeks. During this this period of suspension, no wages and related emoluments shall be paid if the circumstance that no work is being performed is for a the risk and expense of the temporary agency worker or if the obligation to continue to pay wages is excluded.

21.2 Notwithstanding the provisions of Sections 677 and 678 of Book 7 of the Dutch Civil Code, the temp company may impose a suspension in the event of suspicion of a serious offence or if the interest of the temp company are harmed as a result of misconduct.

CLAUSE 22. APPLICABILITY AND CHANGE NOTIFICATION PERIOD

- 22.1 The conditions in this Employee Handbook become applicable upon commencement of work.
- 22.2 The conditions and appendices shall be adopted by the temp company and changed if necessary. Changes shall be notified to the temporary agency worker in writing as quickly as possible.

CLAUSE 23. APPLICABLE LAW

The employment contract and all contracts between the parties resulting from it are governed by Dutch law.

APPENDIX 1. SICKNESS ABSENCE REGULATIONS

1. REPORTING SICK

In the event that you are unfit for work, you must inform the temp company and the client of this. You must do this by notifying the temp company of this before 8:00 on the first day that you are unfit for work.

Telephone:

0031-(0)615450256 (Lithuanian, English), 0031-(0)621283642/0031-(0)6215671187 (Polish, Dutch and German) or 0031-(0)243888123 (Uitzendbureau hET). Reporting sick must be done personally and exclusively by means of verbal telephone contact or by typed messages via SMS, WhatsApp or, if necessary, e-mail.

You must also inform the client. The contact information is included in the temporary employment confirmation.

ADDITIONALLY:

- If you are incapable of reporting sick, you should have someone else call instead;
- If you become sick during working hours, you must also report this to the client and the temp company as quickly as possible.

REQUIRED INFORMATION:

- The expected duration of your absence;
- Any relation between the absence and the work or work environment;
- If you are not staying at your home address: the address where you are being treated and telephone number;
- Whether or not the GP (*huisarts*) has been or will be involved;
- Whether you would be capable of performing other work;
- Whether you have any business-related appointments with customers, suppliers, colleagues etc. that must be attended by someone else or postponed.

2. MONITORING BY UWV/OCCUPATIONAL HEALTH AND SAFETY SERVICE AND THE TEMP COMPANY

During your period of sickness, the Employee Insurance Agency (*Uitvoeringsinstituut Werknemersverzekeringen*; UWV) / occupational health and safety service (*arbodienst*) shall regularly contact you to inquire about your status. This may occur in writing as well as by telephone. It is also possible that you will be visited at home. If necessary, the temp company shall carry out one or more of these tasks.

3. REMAINING AT HOME

During the period of your sickness, you must remain at home. If you have the permission of the temp company or if the reason for your not staying at home is a consequence of your sickness, doctor's visit, occupational health and safety appointment, etc. you are permitted to leave your home. Even when you have permission, you will be expected to remain at home until 10:00 AM in the morning and between 12:00 and 2:30 PM so that you can be contacted, unless otherwise instructed.

4. TEMPORARY ALTERNATIVE WORK

It is possible to have temporary agency workers who are not capable of doing their own work perform "suitable" alternative work temporarily. If the work is suitable, you are obliged to accept it. This may also be suitable work at the temp company or a different client. The temp company can ask the Employee Insurance Agency (UWV) / occupational health and safety service to advise on the proposal.

5. ENABLE VISITS

Officials from the Employee Insurance Agency (UWV) / occupational health and safety service must be able to reach you. To that end, it is necessary that you enable them to visit you at your home or at the address where you are being treated. If, while you are at home, there are special circumstances – for example, if the doorbell is broken or there is no one who is capable of opening the door – you must take measures to make it possible for people to visit you nonetheless. You must also ensure that if you are not at home when visitors arrive, they can be notified of your whereabouts at your home address.

Controls can also be carried out by telephone. For that reason, you must be reachable by telephone at home or at the address where you are being treated using the telephone number that you indicated during your sick report.

If you are not at home at the prescribed times without a demonstrable reason, the costs of the home visit may be charged to you.

6. THE CORRECT ADDRESS

During the time that you are unfit for work, if you move to a different home or the address where you are being treated changes, for example because you are admitted to or discharged from hospital, you must notify the temp company of this as soon as possible, and in any case within 24 hours.

7. HOLIDAY AND STAYING ABROAD

During the time that you are unfit for work, you must obtain permission from the temp company if you wish to go on holiday or stay abroad. The temp company will consult with the occupational health and safety service on this.

If you become sick during your holiday, you must notify the temp company of this as soon as possible (i.e. by telephone, fax or email), stating your holiday address. Upon your return, you must submit a medical certificate (drawn up by a doctor during your sickness) to the occupational health and safety service. This medical certificate must state the duration, nature and treatment of your unfitness for work. Based on this certificate, the occupational health and safety service shall advise the temp company on the potential refunding of leave days.

8. ATTENDING APPOINTMENTS

You must obey any instructions to attend an appointment with the Employee Insurance Agency (UWV) / occupational health and safety service, even if you intend to resume work in the near future. Such an appointment may also be requested by the temp company or by you. If you have a valid reason why you cannot attend, e.g. because you are bedridden, you must notify the UWV / occupational health and safety service who instructed you to attend the appointment as soon as possible.

If you do not obey the UWV / occupational health and safety service's instruction to attend an appointment or arrive so late that the consultation can no longer take place, the temp company has the right to deduce the costs charged by the UWV / occupational health and safety service from your wages. If you have already resumed work, you are not required to attend the appointment. However, you must notify the occupational health and safety service of the cancellation of the appointment by telephone (no less than 24 hours in advance).

9. CONSULT YOUR GP

In the event that you are unfit for work, you must within a reasonable amount of time seek treatment from your general practitioner and follow this doctor's instructions. This is also in your own interest.

10. DO NOT OBSTRUCT YOUR HEALING

While you are unfit for work, you must cooperate towards the regaining of your health and recuperation. You must obey the instructions of your doctors. You must behave in a way that does not obstruct or delay your return to health.

You must seek treatment from your general practitioner within a reasonable term. You must follow the instructions of the GP, unless other agreements are made with the UWV / occupational health and safety service that may lead to quicker recovery.

If it becomes clear that you are not obeying the above rules, the temp company is entitled to suspend or cease wage payments during the period of unfitness for work. In serious cases, summary dismissal may follow.

11. PERFORMING WORK

While you are unfit for work, you must not perform any work, except to the extent that this is work that you have been instructed to do, or for which you have received permission from the occupational health and safety service.

12. RESUMING WORK AFTER RECOVERY AT YOUR OWN INITIATIVE

As soon as you are sufficiently recovered to resume your work, you must not await special instruction to do so from the company doctor or the doctor who is treating you. However, you must observe these persons' recommendations regarding resumption of work.

13. NOTIFICATION OF RECOVERY

Once you have recovered or are declared to have recovered, you must immediately notify the temp company of this. If you have notified the temp company of your recovery, but you are unable to resume your work after all, you must notify the temp company of this immediately. You must also inform the management of your recovery on the day that you resume work.

14. OBJECTIONS: SECOND OPINION AND FINALLY SUBDISTRICT COURT

If you do not agree with the assertions of the occupational health and safety service or the actions and proposals of the temp company (or of the case manager), you are obliged to discuss this directly with the occupational health and safety service. You may also make use of the complaints procedure of the UWV / occupational health and safety service or the involved rehabilitation business, if applicable.

You may subsequently request a second opinion from the UWV. A second opinion is a recommendation. If you and the temp company subsequently remain in disagreement, the case may be brought before the subdistrict court.

15. WORKING CONDITIONS CONSULTATION HOURS

In addition to the fact that you can at all times approach your direct supervisor and the management with complaints, questions and problems relating to your work, it is also possible to discuss these problems during the occupational health and safety service's working conditions consultation hours.

16. RULES

You must follow the rules in these sickness absence regulations. If you do not adhere to these regulations, we have the right to impose sanctions. These sanctions may consist of:

- a. the temporary suspension or permanent ceasing of wage payments;
- b. dismissal (in serious cases, such as refusal to cooperate towards recovery or resumption of work).

APPENDIX 2. RULES OF USE FOR ACCOMMODATION

This accommodation has been made available to you by the temp company. During your stay in this accommodation, you must observe the following rules.

1. The accommodation is fully furnished and equipped. All furnishings and equipment are in good condition. If, upon arrival, new residents notice damage or defects in the accommodation, they must report this to the temp company within 24 hours. If they do not do this, they may later be held liable for any non-reported damage.
2. Residents shall receive a key to the accommodation. Upon departure or holiday, the key must be handed in to the temp company. In the event of loss of the key or failure to hand in the key, €12.50 in damages shall be deducted from the wages.
3. Residence in this accommodation is at the residents' own risk and expense. Residents are liable for their own private property that they have brought with them.
4. When no one is present in the accommodation, the accommodation must be locked. This means that the exterior doors must be locked and windows that are accessible from outside must be closed.
5. The temp company considers the causing nuisance (in the form of noise or otherwise) to people living in the neighbourhood to be behaviour that damages the reputation of the temp company, and this shall therefore lead to the immediate termination of the employment. In the Netherlands, it is customary to be quiet between 22:00 and 7:00 (this means: no use of power drills, no loud music, etc.).
6. Smoking is not allowed inside the accommodation (you may smoke outside, however).
7. The use of drugs in the accommodation and the surrounding area is forbidden.
8. In connection with fire safety, each accommodation is equipped with fire extinguishers, smoke alarms and a fire blanket. This equipment is part of the accommodation and we expressly request that you leave this equipment in the accommodation for the safety of all residents.
9. Pets and animals are not allowed in the accommodation and surrounding area.
10. You are not permitted to accommodate people in the accommodation at your own initiative and without consulting the temp company. Visitors may only spend the night in cases of emergency and in consultation with the temp company.

In the event of failure to report visitors spending the night, the temp company may charge a compensation of €100 per person per night to the responsible individual in the accommodation.

11. If, during your residence, damage is caused or furniture or equipment is discovered to be missing, you must immediately report this to the temp company. In the event of damage through no fault of the residents, the damage will be covered by the third-party insurance (*WA-verzekering*). If the temporary agency worker deliberately caused the damage, the costs will be recovered from the temporary agency workers.
12. Residents must keep the accommodation and the garden clean and tidy. It is expressly forbidden to apply paint in the accommodation, make holes in the walls or otherwise damage the accommodation.
13. The residents are responsible for the removal of garbage. If too much garbage accumulates in or near an accommodation, the temp company shall remove it. Landfill and labour costs shall be equally distributed across all residents at the time of the removal and deducted from their wages.
14. Residents must use energy normally and responsibly. This means:
 - At night and when no one is home, the thermostat should be set no higher than 15°C;
 - When people are home, the thermostat should be set no higher than 21°C;
 - The heating should not be on while exterior doors and/or windows are open;
 - Lights and devices should be switched off when no one is home and when everyone is asleep.
15. Upon termination of the employment contract, the temporary agency worker may continue to use the accommodation provided by the temp company for ten days, for which the usual costs apply.
16. Upon departure, the accommodation and the garden must be left clean, tidy and complete. Any damage or missing items that were not reported before departure shall be recovered from both remaining and departing residents. The same goes for cleaning costs incurred by the temp company due to the need to restore accommodations that were left dirty upon departure to a presentable state.
17. **The Dutch emergency number for the fire service, police and ambulance is 112. The German emergency number is 112. The emergency number of the police 110.** These numbers are only intended for EMERGENCIES (life-threatening situations). Abuse of the emergency number is severely punished. In emergency situations, always contact the temp company as well. The police also has a national number for non-urgent matters: 0900-8844 (use this when you need to report a theft, for example).

18. IN THE EVENT OF FIRE: remain calm, close any doors and windows, leave the accommodation as quickly as possible and use the fire extinguisher.

APPENDIX 3. CODE OF CONDUCT FOR ELECTRONIC COMMUNICATION EQUIPMENT AND OTHER ELECTRONIC EQUIPMENT

In this code of conduct, electronic communication equipment and other electronic equipment should be understood to mean:

- Telephones and mobile telephones;
- PCs, laptops, organisers and the software installed thereon for purposes such as email, intranet and internet facilities.

1. BUSINESS USAGE

The temp company may provide the temporary agency worker with electronic communication equipment and other electronic equipment to be used in the performance of their duties. The communication equipment and other equipment provided by the temp company are the property of and licensed to the temp company.

The temp company assumes that the temporary agency worker shall perform their work activities pursuant to their position at the client in a professional and reasonable way and with due care.

For the performance of their work, the temporary agency worker may make use of the electronic communication equipment and other electronic equipment, with due observance of legislation and regulations and in a professional and ethically sound manner, appropriate to the organisation where the work takes place. The temporary agency worker is responsible for the appropriate use of the electronic communication equipment and other electronic equipment.

The temporary agency worker must be aware that developments in the area of modern communication equipment and other modern equipment may lead the temp company to implement changes in existing user options.

2. RULES OF USE

Users of the electronic communication equipment and other electronic equipment must observe the following rules:

- The sending and answering of messages, including email messages, is done under the user's responsibility;
- If a user suspects that certain messages they have received are in contravention of legislation or regulations, of an inappropriate nature, or could potentially damage the integrity and reputation of the temp company or the client, the user must immediately inform the temp company;
- Users must limit the sending of confidential information using electronic communication equipment and other electronic equipment to a minimum;
- Occasional and limited use of the electronic communication equipment and other electronic equipment for private purposes is permitted. When using the equipment for such purposes, the rules of care, integrity and reputation must also be observed. Use of the

electronic communication equipment and other electronic equipment for private purposes must occur outside working hours to the greatest possible extent.

- The temporary agency worker is aware of and agrees to the performance of general (anonymised) controls and registration of the usage of the electronic communication equipment and other electronic equipment. Such registration and controls shall in particular be implemented in the event of suspicions of usage in contravention of legislation and regulations or usage that could pose a risk to the integrity and reputation of the temp company and for the purpose and for the purposes of identifying usage for non-professional purposes during working hours on a more than occasional basis.

The following is also not permitted:

- Using the electronic communication equipment and other electronic equipment, for private purposes or otherwise, in a way that leads to disruption of business operations or that hampers productivity;
- Opening, sending, forwarding, redistributing and/or answering chain letters;
- Unauthorised fundraising, of any kind whatsoever;
- Making purchases or placing orders for private purposes;
- Participating in communication that is in contravention of legislation or regulation or may damage the integrity or reputation of the temp company, including (but not limited to) defamatory, indecent and/or dishonourable communication and the possession of pornographic images in particular;
- Copying, adjusting, changing etc. of data protected by copyright, trademark, patent or law.

3. MEASURES

In the event of intensive usage not being for professional purposes within the temp company's and/or the client's company and in the event of forbidden usage, measures may be taken as a result of which the individual user temporarily or permanently does not have access to all or part of the electronic communication equipment or other electronic equipment.

Decisions regarding measures to be taken shall take into account to that extent the user will be able to continue fulfilling their duties within the organisation. The consequences of the imposition of a measure as a result of infringement of this code of conduct are at the individual user's expense.

Usage that constitutes an infringement of this code of conduct may lead to the imposition of sanctions. Such sanctions may for example include reprimand, claiming of compensation for damage caused and/or summary dismissal.

APPENDIX 4. POLICY REGARDING THE USE OF ALCOHOL, DRUGS AND/OR MEDICATION

1. INTRODUCTORY PROVISION

The temp company is responsible for ensuring a safe working environment. The use of alcohol, drugs and/or other narcotics violates this responsibility as it may lead to loss of production and quality and increases the risk of accidents. Furthermore, the use of these substances may create a negative image on the part of the temp company, which can cause indirect damage.

2. SCOPE

These regulations apply to all temporary agency workers of the temp company. The regulations are part of the temp company's working conditions policy, the responsibility for which rests with both the temp company and the temporary agency workers.

3. POSSESSION AND USE

- 3.1 Being in possession of alcohol, drugs and/or other narcotics in the workplace is prohibited.
- 3.2 Using alcohol, drugs and/or other narcotics during working hours is not permitted.
- 3.3 Being in possession of and/or using medication that influences or may influence the temporary agency worker's work performance is only permitted if this medication was prescribed by a doctor and this has been notified to the direct supervisor at the client and the temp company in advance, so that, after consultation with the company doctor or otherwise, the temp company has given explicit permission for the performance of work or adapted work.

4. BEING UNDER THE INFLUENCE BEFORE COMMENCEMENT OF WORK

The temporary agency worker is prohibited from arriving at work or reporting for the commencement of work activities under the influence of alcohol, drugs and/or other narcotics.

5. USING NARCOTICS DURING PRIVATE TIME

The use of alcohol, drugs and/or other narcotics by a temporary agency worker during their private time may lead to their arrival at work while under the influence. The body breaks alcohol down slowly, for example (approximately 1.5 hours per 10 grams of alcohol, which is equal to a standard glass). The temporary agency worker must be aware in advance and consequently limit their use of these substances before commencing work such that they are able to commence work in a fully sober state.

6. SIGNALS

Even when a temporary agency worker is not demonstrably under the influence of alcohol, drugs and/or other narcotics, their performance may still be reduced as a result of excessive consumption of the aforementioned substances. Reduced performance, failure to keep agreements, increased sickness absence and disruption of the atmosphere in the workplace may be signs of narcotic-related problems. In the event that such problems are ascertained, a temporary agency worker may be cautioned about their use of these substances and agreements may be made about it. If necessary, the direct supervisor may take measures.

If the signals lead to a strong suspicion that a temporary agency worker is working while under the influence, the direct supervisor at the client or the temp company shall act as follows:

- The relevant temporary agency worker is immediately held to account during a private conversation;
- The supervisor confronts the temporary agency worker with the signals that have been picked up;
- If the temporary agency worker denies being under the influence, a breath test, as described in Section 7, may be administered if the temporary agency worker is suspected to be under the influence of alcohol, through which the temporary agency worker can prove their innocence;
- If the temporary agency worker refuses or sabotages the breath test, the supervisor shall assume, for reasons of safety, that the worker is under the influence of alcohol.

7. ALCOHOL AND BREATH TEST

7.1 If, based on the rules set out above, the client or the temp company suspect that one or several temporary agency workers have used alcohol during working hours, or have arrived at work under the influence thereof, the client or the temp company shall have the option to require the relevant temporary agency worker(s) to perform a breath test. The temporary agency worker(s) may prove their innocence by means of the breath test.

7.2 A temporary agency worker performing a breath test has the right to a countercheck at all times and shall of course be the first to be confidentially informed of the results. Breath tests may be conducted on a random basis or as a specific check in the event of suspicion that a temporary agency worker is under the influence of alcohol.

7.3 The results of a breath test shall not be registered in any data files other than the temporary agency worker's personal file and shall be treated with due discretion.

8. SANCTIONS

Upon establishment of the use of alcohol or drugs while at work, or of presence at work while under the influence, the temp company or client may impose the following sanctions:

- Denial of access to the workplace, or termination of the availability therefore;
- Confiscation of car keys and arrangement of alternative transport at the temporary agency worker's expense;
- A caution (in the form of a written warning without financial consequences, plus an entry in the personnel file);

- Suspension (the temporary agency worker is sent home; the details of the suspension shall be subsequently notified to them in a follow-up talk);
- A penalty /compensation (in the event of infringement of the policy regarding narcotics, the temporary shall owe a penalty of €250. Notwithstanding subsections 3 and 5 of Section 7:650 of the Dutch Civil Code, based on subsection 6 of that Section, the manner in which that penalty shall be used is not defined and the temp company may obtain a personal advantage as a result of the penalty, and the penalty has been set at a higher amount than half a day's wages expressed in monetary terms);
- Summary dismissal.

9. CLOSING PROVISION

In all cases not provided for in these regulations, the temp company shall if necessary take appropriate measures after consultation with the occupational health and safety service.

APPENDIX 5. Rules of Use for Company Car

1. In the event that the Temp company provides the Temporary Agency Worker with a company car, the Temporary Agency Worker is strictly forbidden from using the company car for private purposes.
2. In the event of infringement of the abovementioned prohibition of private use of the company car, the Temporary Agency Worker shall owe a penalty to the Temp company. The Temp company may obtain a personal advantage as a result of the penalty. The penalty amounts to €50 (fifty euros) per infringement, increased by €0.19 (nineteen cents) per kilometre driven. The penalty shall be immediately payable, with no notice of default or other prior notice as described in article 6:80 et seq. of the Dutch Civil Code. The penalty shall be payable without prejudice to the Temp company's further rights pursuant to the law or the Employment Contract, which in any case includes the right to performance of the Employment Contract and the right to claim damages pursuant to the law instead of the penalty. With this penalty clause, the Temporary Agency Worker and the Temp company expressly derogate from subsections 3 through 5 of Section 7:650 of the Dutch Civil Code.
3. If the Temporary Agency Worker earns a wage that does not exceed the minimum wage that is applicable for the Temporary Agency Worker, the following penalty clause shall apply to them instead of subclause 2: in the event of infringement of the abovementioned prohibition of private use of the company car, the Temporary Agency Worker shall owe a penalty to the Temp company. The fine shall be intended for the Staff Association. The penalty amounts to €50 per infringement, increased by €0.19 per kilometre driven. The penalty shall be immediately payable, with no notice of default or other prior notice as described in article 6:80 et seq. of the Dutch Civil Code. The penalty shall be payable without prejudice to the Temp company's further rights pursuant to the law or the Employment Contract, which in any case includes the right to performance of the Employment Contract and the right to claim damages pursuant to the law instead of the penalty.

4. Additionally, in the event of infringement of the abovementioned prohibition of private use of the company car, the value of the private usage of the company car (to wit: 22% and 4% of the value of the company car depending on the company car's additional taxable benefit category) shall from the date of the established infringement be considered part of the Temporary Agency Worker's salary on a time-proportionate basis. This is on the grounds of tax law and legislation. For such periods of the calendar year of which the tax return deadline has lapsed, income tax correction messages shall be compiled. The Temp company shall recover all income tax / national insurance contributions owed, the income-related contribution refund under the Healthcare Insurance Act (*inkomensafhankelijke bijdrage Zorgverzekeringswet*) and the fine and the interest on underpaid tax resulting from the infringement of the prohibition on private usage from the Temporary Agency Worker.
5. If the prohibition on private use is repeatedly breached, this may, in addition to the abovementioned sanctions, also lead to other disciplinary measures and, potentially, dismissal. The Temp company shall duly monitor the observance of the prohibition on private use of the company car.
6. Additionally, the following rules apply in all cases with regard to the use of a company car:
 7. The company car must be used competently and prudently;
 8. Damage and theft must be immediately reported to the management of the temp company;
 9. It is not allowed to transport hitchhikers in the company car;
 10. All costs of traffic violations, fines, administrative sanctions and so forth shall be entirely at the Temporary Agency Worker's expense. This also applies with regard to any related court costs. The Temporary Agency Worker must reimburse these costs to the Temp company. The costs shall be paid from the Temporary Agency Worker's net wage (i.e. they shall be deducted from the net wage). A specification of the deducted amount will be included. If the net wage is insufficient to cover the abovementioned costs, the Temporary Agency Worker is obliged to repay these within 10 (ten) days after the Temp company has informed the Temporary Agency Worker of the costs caused by the Temporary Agency Worker. Upon termination of the employment, the accrued reserves, subject to deduct of €130 as surety for any fines or deductions in connection with the excess (*eigen risico*) relating to the company car, shall be paid to the Temporary Agency Worker. If no fines or invoices pertaining to the excess have been received within 2 months, this amount shall also be paid to the Temporary Agency Worker.
11. The Temporary Agency Worker is obliged to reimburse the Employment Agency for costs resulting from demonstrable improper use of the company car, costs resulting from reckless behaviour or reckless driving by the Temporary Agency Worker as a result of use of the company car while under the influence of alcohol or medication not covered by the insurer and/or costs resulting from the impoundment of the vehicle.
12. The Temp company has the right to impose further rules of use, in writing or verbally.

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