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STAFF DIRECTORY

STAEL PROCESS RECRUITMENT B.V.

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Article 1. Definitions

For the purposes of this Staff Guide, the following definitions apply:

- A. *Staff Guide*: this Staff Guide of the Employer;
- B. *BW*: Civil Code;
- C. *Employer*: the private companies with limited liability STAEL Process Recruitment B.V. having its registered office in Maastricht and its place of business in Sittard, being your employer;
- D. *Employee*: the natural person who has entered into an Employment Agreement with the Employer, to be made available by the Employer to a Principal of the Employer to perform work under the supervision and management of such Principal (you/you);
- E. *Principal*: the company with whom you actually perform your work and under its supervision and management;
- F. *Schedule*: the Schedule attached to the Employment Agreement. This Schedule sets out all the specific arrangements applicable to each of the Client's postings;
- G. *Project Clause*: the clause applicable to the Employment Agreement to the effect that the Employment Agreement terminates by operation of law:
 - i) at the Client's request, due to the Client indicating for whatever reason that the Project is ending, and/or the Client indicating that it no longer wants or can hire you;
 - ii) because, for whatever reason, you are no longer willing or able to perform the stipulated work (except insofar as you are unfit for work due to illness).
- H. *Employment Agreement*: the Employment Agreement as referred to in Article 7:690 of the Netherlands Civil Code, not being a payroll agreement pursuant to Article 7:692 of the Netherlands Civil Code, in which the Employee is made available by the Employer to a Client on the basis of an assignment to perform work there under the Employer's management and supervision;
- I. *Principal's remuneration*: the legally applicable remuneration as at least applicable to the employee employed by the Principal, working in an equal or equivalent position to the Employee as referred to in the Collective Labour Agreement. . The Principal's Remuneration consists of the following components in accordance with the Collective Labour Agreement:
 - i) the applicable period wage in the scale corresponding to the job grade in which the Employee is classified.
 - ii) the applicable working time reduction. This may be - at the Employer's discretion - be compensated in time and/or money;
 - iii) all surcharges;
 - iv) initial wage increase (amount and timing as determined at the client's premises);
 - v) All cost reimbursements;;
 - vi) periodicals (amount and timing as determined at the client's discretion);
 - vii) compensation for travel hours and/or travel time associated with work (unless the travel hours or travel time are already classified as hours worked);
 - viii) one-off payments, regardless of the purpose or reason for the payment. One-off benefits do not mean periodically recurring benefits;
 - ix) home working allowances;
 - x) fixed end-of-year benefits (amount, timing and conditions as determined at the client's premises).
- J. *CLA*: the most recent version of the NBBU CLA;
- K. *Annex(es)*: Annexes to this Personnel Guide and the Employment Agreement, which form an integral part hereof.

Article 2. Applicability and publication of the Staff Guide

1. The contents of the most recent Personnel Guide form part of the Employment Agreement.
2. Changes or additions to the Staff Guide after employment are published on our private page on the website; www.staelrecruitment.nl, to which you have access. The most recent version of the Staff Guide can always be accessed via this page.
3. If there is a conflict between a provision of the Personnel Guide and a provision of the Employment Agreement and its Schedule, the provision of the Schedule shall prevail, then the Employment Agreement and then the Personnel Guide.
4. Employer has the right to deviate from the provisions of this Staff Guide in special circumstances.
5. The contents of the Staff Guide are considered confidential business information and should therefore be treated confidentially.

Article 3. CLA

1. The most recent version of the NBBU Collective Labour Agreement applies to the Employment Agreement. The most recent version of the CLA can be accessed on our private page on the website; www.staelrecruitment.nl

Article 4. Employment contract

1. The Employment Contract does not commence until the moment you actually start working for the Client.
2. The Employment Contract is entered into for a definite or indefinite period. This follows from the Labour Agreement. The Fixed Term Employment Agreement is entered into for a fixed term, but can also be entered into for the duration of the Project and then contains a Project Clause. The Employment Agreement terminates by virtue of this Project Clause in the event that one of the situations listed in Article 1 g occurs. By means of this provision in the Personnel Guide, you have already been notified of a possible termination of the Employment Agreement in the aforementioned cases. This fulfils in advance the notification period, as far as applicable. The Fixed Term Employment Agreement is entered into for a fixed term in each case and shall expire by operation of law upon its expiry (without the need for prior notice, notice or notification).
3. The Fixed-term Employment Agreement may be terminated by you and the Employer prematurely, by the next working day, subject to the statutory notice period, unless premature termination is excluded in writing.
4. In the event that you continue to work for the same or another Principal after the expiry of the fixed-term Employment Contract, or the Employment Contract is continued within six months, it will be tacitly renewed for the same term and under the same terms and conditions of employment and will again expire by operation of law after the expiry of such term, unless a new Employment Contract (with a different term) is agreed.
5. The Permanent Employment Agreement may be terminated by you and/or the Employer by the first following working day, subject to the statutory notice period.
6. In each case, you perform the work at a Client, as agreed with you and for which the specifications are included in the Schedule.
7. The Labour Agreement ends by operation of law and without notice being required in the following cases or is dissolved out of court:
 - the last day prior to reaching the state pension age for you;
 - once the work permit and/or residence permit have expired or for whatever reason you no longer have a valid residence permit and/or

- work permit and/or passport necessary to perform the work;
 - if a Certificate of Good Behaviour (VOG) was requested by the Employer: each time one calendar week after expiry of the term within which the VOG had to be provided at the latest.
8. In addition to the aforementioned grounds for termination of employment, your Employment Contract can be terminated early if:
- i) you or we terminate your employment contract during the probationary period,
 - ii) we have reached mutual agreement on that,
 - iii) the UWV has granted permission to terminate your employment contract early,
 - iv) If the subdistrict court has dissolved your employment contract,
 - v) the employment contract is terminated by you in line with the collective agreement and therefore in compliance with the statutory notice period,
 - vi) If you are summarily dismissed.
9. The application of the Principal Remuneration is based on the information as we have received it from the Principal and confirmed it to you. If we have provided you with the Schedule containing this Principal Remuneration, you are obliged to check its accuracy. If we have not received notification of any inaccuracies or omissions within one week from the date of provision of the Schedule, the correctness of the Schedule is established.

Article 5. General obligations Employee

1. You are required to provide a full statement of your relevant employment history upon joining the Employer, in particular indicating whether you have previously worked in a similar position with the Client, whether through another company or not.
2. You must also provide information about any previous period of unemployment, in connection with possible premium discounts for Employer.
3. You are obliged to inform Employer (prior to employment) if there are any impediments to performing the agreed work, such as arising from a competition or relationship clause.
4. You are obliged to report whether you accrued pension with StiPP or another pension provider for 26 weeks prior to the Employment Agreement.
5. You are required to perform the agreed work under the supervision and direction of the Client and to comply with (reasonable) regulations of the Employer and the Client regarding the performance of that work. The Employer may point out to you applicable rules of conduct or house rules, protocols or policies of the Employer, which you are required to comply with. You are obliged to do so.
6. You should be aware of your activities on social media, both when using it for business and private purposes. In doing so, you will conduct yourself as a good employee and bear personal responsibility for the content you publish on any of the social media, taking into account the legitimate interests of the Employer, colleagues, the Principal and third parties and not causing any (im)material damage to the aforementioned parties.
7. Employer is exclusively your point of contact when it comes to everything related to your employment, such as:
 - i) your salary and other working conditions;
 - ii) requests for holiday(s) and other leave applications (to be determined in consultation with the Principal, if necessary);
 - iii) questions about your pay slip, the collective labour agreement, and other matters affecting your Employment Agreement;
 - iv) sickness reports and reintegration, which must always be passed on to the Employer within the prescribed period, in accordance with the applicable procedure and to the designated person or department;
 - v) your performance, assessing it and applying consequences or imposing (disciplinary) measures;
 - vi) education and training.

The Employer may require you to take training which is necessary for the performance of the job or in the context of improving your performance and, insofar as this can reasonably be required of you, for the continuation of the Employment Agreement. The training that the Employer is obliged to offer pursuant to the law or the Collective Labour Agreement will be offered to you free of charge. For other training, a study agreement will be concluded with you, as part of your Employment Agreement, containing the conditions under which this study can be followed and on which grounds you are obliged to repay (part of) the costs thereof.

Employer reserves the right to deduct and/or withhold costs with payment of wages or any other compensation, to the extent permitted by law, and to which you explicitly agree by signing the Employment Agreement, from the transition allowance to be paid.

You are not permitted to share the contents of the Employment Agreement, this Personnel Guide, pay slips or other matters relating to your Employment Agreement with the Client or third parties without the Employer's permission. The foregoing does not apply where other agreements have been made in this regard between you, the Client and the Employer.

8. You must perform the work pertaining to your position to the best of your ability. You are also expected to perform other work, at other Clients and/or at other locations than those announced in advance, if this work can reasonably be required of you. There is therefore no exclusive posting of you to one Client.
9. You must comply with official (company) regulations, safety and/or working conditions regulations, work instructions and rules of conduct of both Employer and the Principal. You are obliged to wear the company clothing and/or protective equipment provided by the Employer while performing the work. Further rules regarding the company clothing and/or protective equipment have been provided to you as an appendix to this Personnel Guide and may differ per Employer. It is extremely important that you read and follow all rules carefully.
10. In connection with the performance of your position, you are prohibited from accepting or negotiating, directly or indirectly, any commission, concession or fee, in whatever form, or gifts from third parties, including the Employer. The foregoing does not apply insofar as it concerns customary business gifts of minor value, about which you are obliged to consult with the Employer.
11. You must immediately notify or have the Employer and the Principal notified of any injury or accident that happens to you in connection with the performance of work. The Principal is responsible and therefore liable when it comes to working conditions in the workplace. For this, therefore, you can only hold the Principal and not Employer liable.
12. You are obliged to report changes in his living situation to Employer by return. This is for example but not exclusively the case of moving house, a new IBAN, detention, wage attachment, etc. <https://www.rijksoverheid.nl/onderwerpen/privacy-en-persoonsgegevens/basisregistratie-persoonen-brp>

13. You must have and continue to have a passport, employment and residence permit valid in the Netherlands for as long as the Employment Contract continues, if you are a so-called 'third-country national'. Third-country national means: a person originating from a country outside the European Economic Area (EEA) or Switzerland. You must ensure cooperation in obtaining and/or renewing your passport, work permit and residence permit on time. The day after you, for whatever reason, do not (or no longer) have a passport, employment and/or residence permit that is (legally) valid in the Netherlands, the Labour Agreement shall be terminated immediately, i.e. without any prior (notice of termination) act. This provision is to be regarded as a resolutive condition under which the Employment Agreement has been entered into. By signing the Labour Agreement of which the Personnel Guide forms part, you declare that you agree to this.

Article 6. Stand

1. You will perform your work at the Client's location each time, as included in the Schedule.
2. In appropriate cases, it may be necessary for you to perform your work at a location other than the one mentioned in the Schedule. You are obliged to cooperate to perform work at a place or location other than the one mentioned in the Schedule and possibly at other Principals as well.
3. You are not allowed - without our prior permission - to perform work outside Dutch territory.
4. Employer expects you to travel 80 kilometres one way or 1 hour one way to a Principal. This travel time falls outside working hours and is therefore considered commuting for your own account.

Article 7. Time recording

1. For proper remuneration and invoicing, we use the timesheet system via our website. You will receive a login from Employer for this purpose via the e-mail address you specify. Enter both hours worked and other hours (overtime and/or shift hours). You must enter your hours into the system every Friday for correct processing of your wage payment. You are obliged to follow this instruction on time registration carefully and completely. If you fail to follow the instructions regarding the registration of hours correctly or fully, this will be at your expense and risk. We will only pay wages for the hours correctly performed by you in accordance with the timesheets instruction and insofar as the Principal has approved the hours.
2. Should you register your hours incorrectly after the instruction 'time registration for the relevant Principal', you will receive a verbal or written warning. If you again fail to carry out the time registration as instructed, (further) disciplinary measures will be imposed.

Article 8. Gross salary and expense allowance

1. The Schedule lists your gross salary as well as the Principal's Remuneration. You can also find other remuneration elements applicable (if any) in the Schedule.
2. You receive, within the frameworks of the CAO, only payment wages (and other emoluments) from Employer and therefore not from the Principal. You are therefore not permitted to receive any payment directly from the Employer. In the unlikely event that the Principal proceeds to pay you directly, you must report this to us immediately.
3. The Client Remuneration will be determined and confirmed in writing for each Client. Each new posting may result in an amended Client Remuneration.
4. An entitlement (if any) to a periodic salary increase is granted in the same way as for the Principal to its employees. If the awarding of a periodical at the

Principal depends on the employee's assessment, then the following applies:

- You will always be awarded a periodical, except if Employer can prove that you would not have received a periodical under the rules and procedures at the Principal;
- if no or no timely assessment has taken place, you will receive the periodic increase that is arguably most common with the Principal.

You may not miss out on a periodical because you keep changing Principals. In that case, we will also take into account the relevant work experience gained at previous Principal(s) in (almost) the same position for each subsequent posting to award a periodical.

5. You provide the Employer, within the statutory frameworks, with a (written) power of attorney to set off and/or withhold (proportionally) wage advances, overpaid wages and transport, travel, facilities, tools, clothing, training, accommodation (related) and/or (health) insurance costs or similar related costs incurred by the Employer for or on your behalf from the gross and/or net wage exceeding the statutory minimum wage, overtime and other types of additional hours, holiday allowance and holidays in excess of the statutory minimum wage. A set-off and/or deduction will be stated on the wage specification(s) to be issued periodically. You are free to revoke the aforementioned power of attorney at any time.
6. In the unlikely event that you receive an erroneous payment, please contact Employer immediately on 06-57007793 between 09:00 - 18:00.
7. Payments of your salary and other amounts arising from your employment will be made by transfer to the IBAN provided by you to Employer of a bank established in the Netherlands. The salary will be paid no later than on the 26^e day of each month, unless this day falls on a weekend. In that case, payment will be made no later than the next working day.
8. You will be provided with the payslip in a digital form. Every year, you will also receive the annual statement in digital form. You consent to this by signing your Employment Agreement.
9. Insofar as we are responsible for this, we pay social security contributions (insofar as this is necessary with a view to the formation and execution of the Employment Agreement and statutory obligations) to the Tax Authorities, the UWV, the StiPP, the SVB, the PAWW Foundation. We hereby inform you that in various situations (including unemployment, (long-term) incapacity for work, work restriction, pregnancy, adoption or foster care) benefits can be applied for at the UWV. Only the UWV and/or any other (social security) agency determines whether any benefit can be claimed. More information on the various benefits can be found on the websites of the Central Government (www.rijksoverheid.nl) and the UWV (www.uwv.nl). We would also draw your attention to the PAWW scheme that applies, which can (possibly) be used to obtain a supplement to any disability or unemployment benefit. For more information on this, please refer to: www.spaww.nl.

Article 9. Working and rest times and (travel) expenses

1. With regard to working and rest times, the Client's regulations apply. However, the Principal may draw up a different schedule for you.
2. Working hours will be mutually agreed.
3. Employer and/or Client is authorised to change the working hours after the commencement of work.
4. If overtime is necessary in the opinion of Employer and/or Principal, you are obliged to perform the overtime. Overtime is deemed to be included in the salary unless otherwise agreed in advance in the Schedule.
5. You must start work punctually at the time applicable to you. Time involved in any preparatory actions for performing your work, such as changing clothes or going through a security check, does not in principle qualify as paid working time, unless explicitly agreed otherwise with you.
6. Commuting by private transport is reimbursed on the basis of €0.21 per kilometre. The travel allowance to and from the designated work location is paid together with the salary based on the actual days worked. The kilometres are calculated using the ANWB route planner. Additional business trips will be reimbursed at the same rate, unless a (supplementary) allowance for travel expenses or travel hours applies at the Principal and unless the travel hours (may) qualify as hours worked.

7. Any other expenses should be claimed by you per calendar month from Employer and will be reconciled in advance. Claims are submitted by means of the appropriate claim form, provided with a signature and original supporting documents (invoices / receipts). You must keep the original supporting documents for 6 months.
8. A company/lease car may be made available to you by the Employer. If this is the case, a separate agreement will be concluded for this, which forms an integral part of the Employment Agreement.
9. If your work at the Employer stops while your employment contract continues, you must take up any accrued hours of time-for-time. You must also be available and contactable for Employer at that time. Employer may reasonably assign you other work which may be different from the work/position already performed.

Article 10. Holidays and holiday pay

1. You are entitled to holiday allowance in accordance with the collective agreement.
2. You accrue 29 holidays for each full year worked, in case of full-time employment of 40 hours per week. You are then entitled to continued payment of the agreed wage during your holidays to the extent you have acquired the right to holidays. Employer can designate four days as compulsory holidays.
3. The rights referred to in paragraphs 1 and 2 are accrued proportionally (over time).
4. Unused ((super)statutory) holidays lapse or become time-barred in accordance with the law and the CLA.
5. Any request for vacation/leave will be honoured as much as possible in consultation with the Employer and after consultation with the Principal.
6. Taking holidays is on request from Employer. This also applies if you are sick and wish to take holidays.
7. If you work for a Client where a general company closure or collective holiday applies during a certain period, you will take your holiday(s) and/or other leave days during this period.
8. The information on the Principal's remuneration as confirmed or provided by the Principal shall be leading in determining the hourly wage or an ADV compensation in cash. If roster-free days or ADV days apply according to the Client's collective agreement/employment conditions scheme, payment in cash will be made. If the aforementioned information does not provide clarity and certainty on how the hourly wage or ADV compensation should be determined in money, the calculation method stipulated in the CAO will be used.
9. You are entitled to special/special leave as well as short leave in accordance with the collective agreement (CAO). You are also entitled to leave on recognised public holidays and birth leave, as stated in the CLA.
10. We think it is very important that you take your holidays on time. We therefore like to give you the opportunity to actually take your accrued holidays in order to recover from work. As the responsibility of taking holidays lies with you, we reasonably expect you to take the holidays as much as possible in the year in which the accrual takes place.

Article 11. Incapacity for work due to illness

1. If you are unable to perform your work due to illness or accident, you must comply with our absence regulations as set out in *Appendix 1*.
2. In case of incapacity for work, what is arranged in the CLA on incapacity for work applies. This means that for the first 52 weeks, a claim is made for 90% continued payment of the wages determined by time and for 53^e up to and including the 104^e week, 80% of the wages determined by time. This with the statutory and CAO provisions regarding incapacity for work in case of illness in mind.

3. Employer has group accident insurance, which provides benefits after accident and/or death. It involves 24-hour cover worldwide. The premium due is paid in full by Employer. Employer also has a collective disability insurance, which provides for a supplementary pension in case of disability. You are given the opportunity to participate in this, with the premium due for this being paid in full by you.

Article 12. Pension

At the Employer, you will participate in an applicable (compulsory) industry pension scheme for you, insofar as you meet its conditions. In principle, this is the pension scheme of the Stichting Bedrijfstakpensioenfondsvoor Personeelsdiensten (StiPP), unless stated otherwise. The employer will inform you of the applicable pension scheme.

Article 13. PPE and other property

1. You are obliged to treat the Employer's or the Principal's property with the utmost care, including the personal protective equipment ("PPE"), mobile phone and/or other communication carriers (such as a laptop or tablet) provided. Unless individually agreed otherwise, the Employer will provide you with the necessary equipment to enable you to perform your job properly. In any event, the Employer will provide you with PPE if this is necessary for the performance of the work. You will receive the materials exclusively from the Employer. If the materials are purchased from the Employer, the purchase value will be deducted from your salary.
2. You are obliged to use the PPE and/or other equipment provided in the performance of your work. If you do not use the PPE and incur damage in the performance of your work, which could have been prevented by using the PPE provided, the Employer will not be liable for the damage incurred.
3. You are responsible for the use and maintenance of the PPE and/or equipment provided. You are obliged to return the equipment entrusted to you to the Employer in good condition. You are expected to handle the equipment with care.
4. Company equipment belonging to the Employer may only be used by you for private purposes if you have obtained the Employer's prior written consent. In the event of damage, loss or failure to return equipment received on loan, the Employer reserves the right to recover this from you or to set off the damage against or deduct it from the salary including emoluments.
5. In case of incapacity for work, after the expiry of one calendar month, you are obliged to return the materials provided - including all related accessories - to Employer on first request in good condition and without damage or defects.
6. You are required to return to the Employer (or the Client) all items in your possession - including documents, materials, articles and keys - made available to you for the performance of your work, which are the property of the Employer (or the Client) or are in any way related to the Employer (or the Client), as well as copies of such records, immediately upon termination of the Employment Agreement.
7. Until you have returned all company property, Employer is at its sole discretion not obliged to proceed with final settlement, or if Employer does proceed with final settlement, Employer is entitled to set off or deduct from the final settlement any amounts and/or penalties owed by you to Employer as a result of your breaches of any obligation.
8. As far as means of communication are concerned, you must respect the user regulations at Client sites or other locations. You should also ensure adequate protective security measures for the use of the communication tools (such as the use of a password or login code, regular updates, being vigilant for strange mails/apps, etc.).

9. For the provision of company property, Employer may enter into another additional user agreement with you.

Article 14. Confidentiality

1. The Employer and the Client attach great importance to ensuring that business-sensitive matters and/or confidential information of the Employer and/or the Client or relationship(s) of both are not shared with third parties. This concerns information that is designated as confidential or that you should understand is confidential. The disclosure of business-sensitive information may cause damage to the Employer or the Principal. For this reason, we ask you to maintain confidentiality in this respect.
2. You are therefore not allowed to share information and/or documents concerning Employer, the Client or its relations or other matters you know about them with third parties. This also applies to information you have about employees of Employer and/or the Principal.
3. In case of suspension and upon termination of employment, regardless of the manner and reasons why the employment is terminated, you must immediately make available to the Principals or the Employer all property of the Principals or the Employer in your possession as well as all documents relating to the Principals or the Employer, in the broadest sense of the word, at the first request of the Principals or the Employer.
4. Confidentiality applies both during and after the termination of the Employment Agreement.
5. If it is necessary to provide the above-mentioned information to third parties, or if you are requested to do so by third parties, including the press, you must inform Employer of this in good time and the Employer and the Principal must authorise you to do so, failing which you may not provide any information in any form whatsoever, directly or indirectly, to third parties.
6. You are required to sign a separate confidentiality agreement if requested by the Client.

Article 15. Documents and assets

1. You may not in any way have or keep in your possession any documents and/or data carriers and/or operating assets relating to the Client's business that have been made available to you (on loan) in connection with your work, except insofar and for as long as this is required for the performance of your work for the Client. You must return such documents and/or information carriers and/or business assets to the Client in good condition no later than on the last day of attendance in the event of illness, suspension and/or inactivity, as well as at the end of employment.
2. The Employer (or, as the case may be, the Client) is entitled to all rights to Industrial and Intellectual Property, both at home and abroad, arising from inventions in word or matter, which the you may make in the field, in which the Employer (or, as the case may be, the Client) is active during your employment with the Employer (or, as the case may be, the Client). Upon request, you will make all disclosures and perform all formalities and acts necessary to put said rights in the name of the Employer (c.q. Client).

Article 16. Ancillary activities, competition and recruiting

1. You are permitted to perform ancillary activities or ancillary activities during your employment with the Employer if you have obtained the Employer's prior written permission to do so. The Employer will only refuse such permission if there is an objective reason for doing so, such as if the ancillary activities cause competition with the Employer and/or the Principal or damage to the honour and good name of the Employer and/or the Principal, or if the ancillary activities jeopardise your normal work performance. On the other hand, you may not perform ancillary activities if they cause you to work outside the maximum permitted hours and/or

working hours occurs (in accordance with the Working Hours Act and related regulations).

2. You are not allowed to induce persons working for the Employer or for the Client, both during and after the termination of the Employment Agreement, to terminate their employment relationship with the Employer and/or the Client.
3. You are prohibited from performing any acts aimed at terminating the Employment Agreement of your own accord, with the intention of working through a third party, at the Client, without the prior consent of the Employer (or companies affiliated to the Client).
4. The Employer deems it necessary to agree on a non-competition and relationship clause with you, due to substantial business interests as referred to in Section 7:653(2) of the Dutch Civil Code. These compelling business interests, as referred to above, are motivated by the Employer. The compelling business interests are as follows
 - a) Employer brings together demand (from clients) and supply (the Employees).
 - b) Employer has invested in bringing together demand (from the Client) and supply (you). Employer has a compelling interest in ensuring that the investments made do not benefit its competitors.
 - c) The Employer's revenue model consists mainly of - making the Employees (including you) available at a certain rate. If Employer has brought the Client (the demand) and the supply (you) together and you are subsequently made available to the Client in the service of another provider, it significantly infringes on Employer's business flow and this earning model is breached.
 - d) You will be made available to Employer's Client(s) under the existing Employment Agreement and therefore have personal contact with Employer's Clients.
 - e) Employer makes a significant investment in your training and expertise. Employer has a compelling interest in ensuring that the investment made does not benefit its competitors.
5. The circumstances listed above constitute a weighty interest for Employer to agree a relationship non-compete clause with you regardless of the duration of the Employment Agreement and regardless of which party took the initiative not to continue the Employment Agreement. The circumstances listed above, taken together as well as each in isolation, constitute a sufficiently weighty business interest. The enumeration of compelling business interests is not exhaustive, but may be supplemented and/or amended by the Employer.
6. The following competition/relationship clause applies to you: You are prohibited from performing any actions aimed at terminating the Labour Agreement of your own accord, with the intention of directly or indirectly performing work for the Client (or companies affiliated to the Client) through a third party or for your own account, without the prior consent of the Employer.

For a period of 12 months after the end of the Employment Agreement, you will not, without the prior written consent of the Employer, undertake any activities, directly or indirectly for the Employer (or companies affiliated with the Employer) in any way and in any form whatsoever, whether in employment, under your own name or through cooperation with natural or legal persons, which are equal, similar or related to the activities of the Employer or companies affiliated with the Employer, including (financial) participation in and/or (in)direct control over companies which are equal, similar or related to the activities of the Employer or companies affiliated with the Employer.

7. If you wish to enter into an employment agreement or an employment relationship directly with the Client for which you have worked through the Employer at any time, you must inform the Employer of this in writing without delay, also in connection with the above. The prohibitions as laid down in this article explicitly do not apply to the formation of an employment contract or employment relationship after the end of the posting between you and the Principal to whom you were last posted. You are therefore permitted to enter into direct employment with the Principal to whom you were last made available by the Employer.
8. Employer reserves the right to file a criminal complaint in appropriate cases on account of violation of the duty of confidentiality mentioned in Article 273 of the Penal Code.

Article 17. Duty to identify

1. Under the law, you have a duty of identification at work. The Social Affairs and Employment Inspectorate ('Inspectie SZW'), the Aliens Police, the Employee Insurance Schemes Implementing Body (UWV), the Tax and Customs Administration or other authorised bodies may carry out workplace checks. During these checks, you must be able to identify yourself with an original and valid identity document (passport, ID card). When checked at the workplace by (an employee of) the Employer, you must be able to show a valid passport or ID document.

Article 18. Processing personal data

1. Employer will treat the personal data provided by you confidentially. To the extent necessary, you hereby grant permission to Employer to process these data within the meaning of the General Data Processing Regulation (AVG) or related laws and regulations, to exchange them within Employer and to provide them to the Client and other third parties, to the extent necessary for the purpose of the formation and execution of the Employment Agreement.
2. The Employer's privacy policy is based on the AVG and will be made available to you upon first request.
3. Personnel data is managed by the management or designated employees. They treat all information as confidential. All personnel files are managed centrally in a locked cabinet.
4. Personnel files contain data on recruitment and selection, application and appointment. In addition, data concerning performance and assessment, sick leave, salary development, education and training are kept. The processing of personal data is recorded in the processing register and can be consulted by you at any time.
5. You have the right to see your personnel file, copy parts of it and demand correction or destruction of any incorrect information. You have the following rights under the AVG - and in accordance with its terms:
 - To request access to your personal data;
 - to obtain rectification of incorrect personal data;
 - To make incomplete information complete;
 - in certain cases to have your personal data erased;
 - in certain cases to have your personal data "restricted";
 - in certain cases to object to the processing of your personal data;
 - in certain cases to obtain and transfer your personal data;
 - To lodge a complaint with a supervisory authority;
 - be informed immediately by Employer when a personal data breach has occurred, which is likely to pose a high risk to employees' rights and freedoms, unless Employer is not obliged to do so under applicable laws and regulations.

In certain cases, Employer may have the right to refuse a request. In that case, Employer will explain the refusal. To exercise the above rights, you can send an email to info@staelrecruitment.nl.

6. Upon leaving employment, your personnel file will be emptied and its contents destroyed with the exception of the Employment Contract, the notice of termination, as well as all data whose retention is necessary from head of laws and regulations.
7. The Employer only discloses your personal data to third parties insofar as this is necessary pursuant to the Employment Agreement and related rights and obligations, on the basis of statutory obligations, or after your written consent thereto. The Employer makes every effort to ensure the confidential handling of your personal data and is responsible to you for this.
8. To the extent necessary, you hereby grant permission to the Employer to process these data within the meaning of the AVG and to provide them to third parties, insofar as this is necessary with a view to the conclusion and execution of the Employment Agreement and legal obligations, including but not limited to the UWV, the Tax Authorities and the organisation, which provides the payroll administration.
9. You also grant permission, where applicable, to process data concerning indication as occupationally disabled within the framework of the Disability (Reintegration) Act and Article 29b of the Sickness Benefits Act.

Article 19. Changes to personal data

1. If there are any changes in your personal situation relevant to the Employment Agreement, you must inform the Employer within five days. These include changes of address, changes in marital status, changes in family composition, illness and (in the case of a foreign national) residence status. You will submit the supporting documents required for this purpose. The consequences of any failure to communicate changes on time are at your expense and risk.

Article 20. Data breach notification law

1. You are required to comply with all the Client's ICT security policies and protocols when accessing the Client's systems (which is only permitted with the Client's permission).
2. If your work requires you to (indirectly) process or come into contact with personal data, you are obliged to report a data leak or security breach immediately to the Employer and/or the Principal. You must fully inform Employer and/or the Principal by telephone and in writing by e-mail about the incident and provide Employer and/or the Principal with all necessary information about it. You must cooperate fully with the measures taken by Employer and/or Client to mitigate the incident and prevent its recurrence.
3. You are obliged to carefully observe the procedure concerning data breaches and/or security incidents that is in force at the Employer and/or the Client.

Article 21. Penalty clause

1. If you breach the obligations in Article 14 and/or 16 of this Personnel Guide, you must pay a fine to Employer. The fine is for the personal benefit of Employer. The fine amounts to €2,500.00 (in words: twenty-five hundred euros) per violation and €250.00 (in words: two hundred and fifty euros) for each day on which a violation may continue. The penalty shall be immediately due and payable, without notice of default or other prior declaration being required. The penalty is due and payable without prejudice to the Employer's other rights under the law or the Labour Agreement, including in any event the right to performance of the Labour Agreement and the right to claim damages under the law in lieu of the penalty. With this penalty clause, we explicitly deviate from paragraphs 3 to 5 of Article 7:650 of the Dutch Civil Code.

Article 22. Disciplinary measures

1. Without prejudice to the claimability of any specifically provided penalty, the Employer may take the following disciplinary action in the event of non-compliance or breach of the Personnel Guide, the Employment Agreement or other applicable regulations:
 - a) reprimand;
 - b) suspension, possibly without pay;
 - c) job change (including transfer and demotion), with or without reduction in pay;
 - d) dismissal (whether immediate or otherwise).
2. In determining the sanction, Employer will take into account the seriousness of the case and the specific circumstances of the case.
3. The measures of suspension and initiation of dismissal proceedings can be imposed in parallel.
4. If the Employer is of the opinion that, before one of the disciplinary measures referred to in paragraph 1 is taken, an investigation is needed to establish the facts, you may be suspended with full pay pending a decision to be made. If the Employer subsequently decides to initiate dismissal proceedings, the Employer may extend the suspension until the end of employment, or convert it into a suspension until the end of employment.
5. Behaviours towards the Client that give rise to an urgent reason for termination of the assignment apply equally to Employer and may constitute an urgent reason for your dismissal.
6. The foregoing is without prejudice to the fact that the Employer, if provided for in the rules of conduct of the Employer or in the present Personnel Guide, may collect a fine imposed on a violation (whether or not by setting it off against or deducting it from the salary). The fines mentioned in the rules of conduct are also for the personal benefit of the Employer and, above all, deviate from Sections 7:650 (3) to (5) of the Dutch Civil Code. Instead of the fine, damages can always be claimed.

Article 23. Final provisions

1. In cases not provided for in the Personnel Guide, the Employer (possibly in consultation with the Principal) will decide.
2. A request to change position, working hours and other terms and conditions of employment or working conditions will be assessed in the context of the triangular relationship you / Employer / Client. This means that the Employer can meet such a request only if both the Employer's and the Client's business interests are not harmed.
3. Employer may unilaterally amend this Staff Guide. In perpetuity, the most up-to-date version shall apply.

Annex 1: Absence regulations

You and the Employer are jointly responsible, in accordance with the Wet Verbetering Poortwachter, for resuming work as soon as possible in the event of incapacity for work due to illness. The provisions of the CAO surrounding illness and incapacity for work apply.

1. Sick call:

In case of illness, report this to Employer by telephone in person before 09.00 in the morning. If the report is made later than 9 a.m., the next day will count as the first day of illness. Only if you are absolutely unable to contact Employer yourself, the sick report can be made by others.

If you leave for home sick during working hours, this must be reported to the supervisor at the Principal immediately upon departure in person and also by phone to Employer (i.e. not by text message, WhatsApp or other social media).

When reporting sick, notice should be given:

- The reason for the absence (no medical data/information);
- the probable duration of incapacity for work;
- What you think the Employer can do to help;
- the (nursing) address and telephone number;
- when reporting sick from an address other than the home address, residence telephone number and, if necessary, a treating physician should also be provided;
- whether the incapacity for work is due to others (third parties) (e.g. in case of an accident).
Where applicable, you are obliged to provide all information necessary for this purpose so that the Employer can (possibly) recover its damages from this third party.

2. Accessibility and availability

You must be available by telephone between 08.30 and 17.30 during your sick leave and keep yourself available at the nursing address for visits by the company doctor or labour expert on a continuous basis. Residence at another address, whether permanent or temporary, must always be communicated to the Employer or the Occupational Health and Safety Service within 24 hours. In case of long-term illness, fixed times when you can be reached at the nursing address can be arranged in consultation with the Company doctor or labour expert. If contact is consistently refused or the Employer does not have the correct data to maintain contact, further disciplinary measures will be imposed, including but not limited to the imposition of a wage sanction or, in the event of repeated violations, dismissal (with immediate effect).

If you cannot open the front door yourself at home, you should make sure there is someone at your house who can. If the doorbell does not work, you need to make it clear how you can be reached. For example, with a note on the door.

3. Disclosure

You must provide information on the course of the incapacity for work; this at the Employer's request, but also of your own accord. If there is a change within your sickness report, you must report this to Employer immediately.

Not being sufficiently reachable, not adequately notifying the Employer in the aforementioned sense, or not honouring call-back requests, may result in a wage measure (suspension of your wages or cessation of wage payment).

4. Call at company doctor's office:

1. After the first contact moment in the first week of illness, it will be discussed how often and in what way contact will be maintained with you by the Employer and/or third parties. This may include being called in by the company doctor.
2. You are obliged to provide the absenteeism supervisory body designated by the Employer [Fill in] with all relevant information about the absenteeism. If you are unable to do so yourself due to your health conditions, this can also be done by a family member or carer.
3. You must comply with any summons from the company doctor and/or Employer to attend the company doctor's surgery. If you have a valid reason for being unable to attend (e.g. being bedridden), you must inform the Employer immediately. The Employer will decide whether the reason is valid and whether the consultation hour can be moved to another time. This obligation does not apply if you return to work or visit the doctor treating you. In the latter case, you must inform the company doctor immediately. If the appointment with the company doctor is not cancelled in time, the costs thereof will be charged to you and deducted from your salary.
4. You must comply with any summons from the company doctor and/or Employer to attend the company doctor's surgery. If you have a valid reason for being unable to attend (e.g. being bedridden), you must inform the Employer immediately. The Employer will decide whether the reason is valid and whether the consultation hour can be moved to another time. This obligation does not apply if you return to work or visit the doctor treating you. In the latter case, you must inform the company doctor immediately. If the appointment with the company doctor is not cancelled in time, the costs thereof will be charged to you and deducted from your salary.
5. You can request the company doctor to consult another company doctor if you doubt the correctness of the advice given by the company doctor. The company doctor who gave you the advice will engage another company doctor as soon as possible in response to this request and after consulting you, unless weighty arguments oppose consulting another company doctor and the company doctor who gave the advice informs you of this and gives reasons. The other company doctor to be consulted does not work within the occupational health and safety service or the company or institution in which the company doctor who gave the first opinion is employed.
6. The company doctor has a complaints procedure. A copy of this can be obtained from Employer.

5. Medical examination and recovery:

It is in your interest that you put yourself under the treatment of a (general/paramedic) doctor within a reasonable period of time and follow his/her instructions. You are reasonably obliged to cooperate in those activities aimed at recovery and a return to work as soon as possible. These include occupational therapy, training, reintegration (including partial return to work and work adjustment). You must refrain from all behaviour that hinders or delays your recovery. This includes sports, holidays, chores in and around the house, participation in festivities and performing work in general. If you are of the opinion that certain work or activities do not hinder or promote your recovery, you must ask the company doctor's prior permission. The performance of activities or work without the permission of the company doctor, as referred to in the previous sentence, leads to a disciplinary measure, which may include issuing an official warning and/or stopping salary payments and/or summary dismissal.

6. Provisions relating to long-term absence:

1. When you have been ill for at least six weeks, and the absence supervising authority has concluded that there are possibilities for return to work, you are obliged to draw up a plan of approach for recovery and reintegration together with the Employer. The advice of the absence supervising body on possibilities of recovery and return to work is the basis for the plan of action.
2. You are obliged to follow the agreements laid down in the action plan.

3. You are obliged to regularly review the plan of action together with Employer and adjust it if necessary.
4. Employer will make every effort to get you reintegrated as soon as possible.

7. Performing work:

You may not perform any work during your incapacity for work, except insofar as the company doctor considers you able to do so and it concerns work offered to you by or on behalf of the Employer. The work offered will be determined in consultation with the absenteeism supervisor.

8. Resume on recovery:

No later than the day prior to the day you are again able to work due to (partial) recovery, you must report the recovery to the Employer personally by telephone or by e-mail to info@staelrecruitment.nl as well as to the Principal. This also applies in advance if you are not required to work the day after the recovery notification due to holiday, leave or part-time work. You do not have to wait for permission to return to work.

9. Staying abroad/holidays:

The above procedure also applies to (short-term) stays abroad for holidays or work. In case of illness during a stay abroad, you must report this immediately to the Employer. You must comply with the Employer's first summons to visit the company doctor. If and insofar as the health complaints do not allow you to travel back, you must visit a doctor designated by the Employer in the country where you are staying at the time of reporting sick, provided that you have called in a local doctor for a medical statement that you cannot travel back to the Netherlands to visit the company doctor. After returning, you will contact the Employer and the company doctor immediately.

If the stay abroad has to be extended due to the illness or incapacity, a medical certificate of non-travelling by a doctor should always be sent every fortnight and in any case at the first request of the company doctor.

When requesting holidays during illness, you will have to seek permission from the company doctor as well as Employer. These days are classified as leave days.

10. Pregnancy:

Pregnancy should be reported to Employer. In case of pregnancy, you must submit a signed pregnancy declaration from the attending physician or midwife on request. In connection with sick pay by the UWV, you must indicate at the time of reporting sick whether the illness is related to pregnancy. If this is not reported on time, the UWV may impose a sanction, which you will have to pay.

11. Disputes:

If you do not understand or disagree with a decision of the absence supervising body, report this to the Employer and to the absence supervising body. If the company doctor or labour expert of the absence accompanying authority maintains the decision, you can request an expert opinion from the UWV. The company doctor or labour expert indicates how and where the you can reach the UWV. You have the right to request an expert opinion on the fitness to work due to illness, suitable work, reintegration efforts of the Employer and your reintegration efforts.

12. WGA benefit application:

For 2 years (104 weeks), employer and you must make maximum efforts to get you back to work. In the role of 'gatekeeper', the UWV assesses whether both parties have made sufficient efforts for this reintegration. For this assessment, the UWV looks at the so-called reintegration report. If the UWV is of the opinion that the Employer and/or you have done too little for the reintegration, this has financial consequences for the negligent party/parties.

Employer draws up documents at the following times which together form the reintegration report that the UWV assesses:

Week 6: Problem analysis

No later than six weeks after the first day of incapacity for work, you will be summoned for a consultation with the company doctor to determine the reintegration possibilities, which are recorded in the Problem Analysis. You will discuss the file and the reintegration process with a Case Manager from the Occupational Health & Safety Service provider.

Week 8: Plan of action

No later than in the eighth week of incapacity for work, the Employer will draw up a Plan of Action for reintegration together with you, based on the Problem Analysis. This Plan of Action sets out the agreements and procedures made for the fastest possible recovery and final goal of the reintegration.

Every 6 weeks: Update Plan of Action

The follow-up of the Action Plan must be discussed at least once every six weeks. This discussion and new agreements are then laid down in the Adjustment Action Plan, which must be signed by both you and the Employer.

Week 44: First-year review

After the expiry of the first year of incapacity for work, a First Year Evaluation is completed and signed by both you and Employer.

Week 87: WIA application forms

If you are not (fully) recovered, you will receive application forms from the UWV to apply for WIA benefit. Together with the Employer, a reintegration report will be drawn up based on the reintegration 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 no later than the 93rd week. The UWV uses these documents to assess whether you and the Employer have done enough to reintegrate.

13. Exclusion of wage payment and liability:

- If you fail to cooperate on time, correctly and fully or act contrary to the content of the articles in this absenteeism protocol, the Employer is entitled to suspend and/or discontinue wage payment in full or in part. Also, in case of violation of one or more of these control provisions, the Employer may take more far-reaching measures, including issuing an official warning and, if necessary (below), immediate dismissal or at least termination of employment.
- In addition, you are liable if he/she fails to cooperate or acts contrary to the content of the articles in this absence protocol in a timely, correct and complete manner for all damages suffered by Employer as a result, and Employer is entitled to recover the costs and damages from you.

14. Complaints:

Complaints about the medical actions of the company doctor will of course be treated confidentially. Such complaints can be reported to Employer and will be dealt with by the management. Complaints about the medical actions of the company doctor are of course treated confidentially. Such complaints can be reported to us and will be dealt with by **Stef Aelmans**.

If you have doubts about the correctness of an opinion given by the company doctor, you can indicate this to him/her, giving reasons, and ask for a second opinion from another company doctor. The first company doctor will initiate the second opinion, unless he/she has weighty arguments not to do so, or there is improper or repeated use; in that case, the company doctor will contact you to share these arguments with you.

If you consult another company doctor on your own initiative and without our consent, you must bear the costs yourself. If the second opinion takes place, the company doctor will initiate it by selecting with you another company doctor from the pool set up for this purpose. This second company doctor may not work for the health & safety service, company or institution where the first company doctor works. If a company doctor is selected for a second opinion from the pool, we will bear the costs of the second opinion, unless abuse is involved, in which case the costs will be entirely at your expense 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 company doctor, who performs the second opinion, receives from the first company doctor all the information necessary to assess the situation and the advice given. He/she decides whether he/she also wants to gather other information. Once the second company doctor has come to a recommendation, he/she first discusses it with you. You then decide whether this advice is shared with the first company doctor. If not, the first company doctor's advice remains the starting point for the absence. If the first company doctor does receive the recommendation, he or she will contact you as soon as possible after receiving it and tell you, stating the reasons, whether he or she accepts the recommendation in full, in part or not. To us, the company doctor only reports whether the second opinion is reason for him to change his advice on absence supervision and, if so, what his new advice entails. He then resumes advising on absenteeism.

Like the 'first' opinion, a second opinion is not binding on the parties.

Expert opinion:

We as well as you are free to also request an expert opinion from the UWV, insofar as this is possible and for the topics for which an expert opinion can be requested. An expert opinion always deals with one of the following issues/questions:

- Are you fit to do your own work?
- Is suitable employment available?
- Are we meeting our reintegration obligations?
- Are you meeting your reintegration obligations?

Note the difference between an expert opinion and a second opinion. The second opinion can only be requested by you. Furthermore, the second opinion can only be carried out by a company doctor, while the expert opinion is given by an insurance doctor or employment expert at the UWV. A company doctor who carries out a second opinion is (in that capacity) not an expert as referred to in Section 7:629a of the Dutch Civil Code.

Annex 2: Anti-discrimination policy

The Employer's operations are designed to give jobseekers a fair chance of employment regardless of their age, gender, marital status, sexual orientation, life, political or religious beliefs, race, ethnic origin or nationality.

In recruitment and selection, jobseekers are treated equally by being assessed only on job-related criteria.

Target

The purpose of this policy is to be clear and transparent to the Employee and third parties about:

1. What Employer understands by discrimination/discriminatory requests;
2. What is the Employer's position on discrimination/discriminatory requests; Acting by the Employer's employees:
 - a. What employees are expected to do how they act during their work, especially in the work (in support of business activities) around recruitment and selection;
 - b. Where to go for consultation and/or a report;
3. Responsibilities of Employer.

Definition of discrimination

Discrimination means making direct and indirect distinctions between persons on the basis of age, gender, marital status, sexual orientation, life, political or religious beliefs, race, ethnic origin or nationality.

Discrimination expressly includes responding to requests from Principals to distinguish between persons in recruitment and selection on the basis of criteria that are not necessary or relevant to the proper filling of the position.

Position of Employer

- a. Employer rejects any discrimination.
- b. Requests by Clients to take certain criteria into account in recruitment and selection will only be honoured if there is *objective justification*.

There is objective justification when selecting on the requested criteria:

 - Serves a *legitimate purpose*. This means that there is a good -job-related- reason to select on relevant criteria during recruitment and selection (an example of a legitimate purpose is security);
 - Results in the achievement of the legitimate goal, *the means is appropriate to achieve the goal*;
 - In reasonable proportion to the purpose, *there is proportionality to the purpose*;
 - Necessary because there is no other, less discriminating way to achieve the purpose, *the necessity criterion is met*.
- c. Employer will not tolerate discriminatory treatment of Employees of Employer by third parties.

Acting by the employees of Employer

- a) Employees have a personal responsibility to be alert to requests from Clients of a discriminatory nature, recognise such requests and ensure that they are not cooperated with.
- b) If you identify discrimination and wish to raise it, report abuse or misconduct and/or have a confidentiality issue, you can contact the Employer (or the Employer's employee manager). If this does not lead to a satisfactory result for you, you can contact the Employer's management.

Responsibilities of Employer

Employer is responsible for:

- a) Creating a safe working environment where people treat each other with respect, there is room for constructive discussion and undesirable behaviour in any form is prevented and dealt with;
- b) The awareness and implementation of this anti-discrimination policy. This includes ensuring that employees of the Employer:
 - are informed about and familiar with the policy. This is discussed during weekly consultations.
 - have been given proper instructions on how to recognise discrimination and discriminatory requests. These are weekly during the sales meetings discussed.
 - be prepared for the situation when they are confronted with a discriminatory request and know how to conduct and turn the conversation with Principals.
- c) The evaluation and updating of the present policy.

Annex 3: Regulations on alcohol, drugs, medicines and work

Article 1 - Purpose

1. This policy on alcohol, drug and medication use forms part of the Employer's health and safety policy and aims to reduce and prevent alcohol and drug problems at work. This is because these problems can lead to unsafe conditions at work for the person concerned, his colleagues and the Employer, and adversely affect the health and well-being of (other) employees. Furthermore, there will often be a loss of production and quality as a result of dysfunction, as well as use of these means may lead to an unfavourable image of the Employer, which in turn may cause indirect damage.
2. Given the serious consequences that alcohol and drug use can entail, the Employer applies a "zero tolerance" policy. In that context, the following agreements/rules apply, which will be enforced at all times and in full by the Employer.

Article 2 - Alcohol

1. You are prohibited from consuming alcoholic beverages while at work.
2. You are prohibited from being under the influence of alcohol while working. You should be aware of the fact that alcohol breaks down slowly in the body (approx. 1.5 hours per 10 g alcohol = standard glass). You should be aware of this and therefore moderate your consumption before starting work so that you can start work completely sober.
3. You are prohibited from possessing, providing to third parties or dealing in alcoholic beverages while at work.

Article 3 - Drugs

1. You are prohibited from using narcotics (hard and/or soft drugs) while at work.
2. You are forbidden to be under the influence of narcotics (hard and/or soft drugs) while at work. The same warning as in paragraph 2 of Article 2 applies here: you must realise that the body needs time to break down narcotics.
3. You are prohibited from possessing, providing to third parties or trading narcotics (hard and/or soft drugs) while at work.

Article 4 - Medicines

1. If you are taking medicines that carry a (yellow) warning sticker (and can therefore substantially affect responsiveness), you must report this to the company doctor. If required, the company doctor can instruct the Employer on the consequences for the work to be performed.
2. If you perform work requiring extra vigilance - at the Employer's discretion - temporary suitable work will be sought for you. In case of doubt, the Employer will consult the company doctor. You are obliged to perform the adapted work.

Article 5 - Control of alcohol and drug use

1. You are required to voluntarily cooperate in a valid alcohol and/or drug test (random or otherwise) during or before the start of work, which test is aimed at establishing current alcohol or drug use.
2. The test will be by means of a bladder, urine and/or blood test. The breathalyzer test may be administered by the Employer itself or a designated officer, the urine and/or blood test only by suitably qualified persons.
3. Checks are made on a random basis.

Article 6 - Conditions for control

1. Employer is entitled to check for compliance with these regulations at any time.
2. Monitoring shall take place only in the context of purpose(s) mentioned in Article 1(2) and (3).
3. If you or a group of employees is suspected of violating the rules, targeted monitoring can take place for a set (short) period.

Article 7 - Protection and rights of the Employee

1. Through these regulations, the Employer informs you prior to the control, about alcohol, drugs and medication and work, about the purposes, the nature of the control, the circumstances under which they were obtained and the content of these regulations.
2. Employer is aware that monitoring alcohol and drug use at work infringes on the privacy of the individual concerned. In the light of the purpose described in Article 1, Employer considers it necessary for this control to take place and cannot carry it out in any other way. Employer therefore has a compelling interest in testing you for alcohol and drug use despite the invasion of privacy.
3. You have the right in this context:
 - a) to be the first to be informed of the conclusion(s) of the test. Subsequently, Employer has the right to be informed whether or not you are/were under the influence of alcohol or drugs;
 - b) On a counter-expertise.

Employer will not retain test results for longer than necessary for the purpose for which they were obtained.

Article 8 - Sanctions

1. Pursuant to Section 7:660 of the Netherlands Civil Code, you are obliged to comply with the instructions concerning the performance of work and those intended to promote good order, which are given to you.
2. In case you breach one or more provisions of these regulations, Employer is authorised to take disciplinary action:
 - a) reprimand;
 - b) suspension, possibly without pay;
 - c) dismissal (whether immediate or otherwise).
3. In determining the sanction, the Employer will take into account the seriousness of the conduct and the specific circumstances of the case.
4. Apart from what is stipulated in paragraph 1 of this article, if you violate these regulations, you must pay a fine to Employer. The fine is for the personal benefit of Employer. The fine amounts to €250.00 (in words: two hundred and fifty euros) for each violation. The penalty is immediately due and payable, without any notice of default or other prior declaration within the meaning of Article 6:80 et seq. of the Dutch Civil Code being required. Instead of the fine, the Employer may claim the agreements or claims or rights arising from the law or the agreement against you, including in any case the right to performance of the agreement and the right to claim damages under the law instead of the fine. This penalty clause explicitly deviates from paragraphs 3 to 5 of article 7:650 of the Dutch Civil Code.

Annex 4: Health and safety rules

Care for good working conditions and the environment are an integral part of our and Client(s)' overall business policy. We and Client(s) therefore strive as much as possible to continuously improve working and environmental conditions so that personal injury, material damage and environmental damage are kept to an absolute minimum.

Article 1 - General

1. Duties, responsibilities and powers You declare to be familiar with the following facts:
 - you were provided with information on the required professional qualifications and what health and safety risks apply and how to deal with them before starting work;
 - all materials made available to you by us and/or the Principal remain our property or that of the Principal respectively. You shall ensure that all equipment, tools and documents made available to you remain available to us and/or the Principal during your placement. You are obliged to return all equipment, tools and documents provided to you to the Principal and/or us on the day the placement ends.

You must make every effort to comply with the safety, health and environmental policies at Client(s) and us to the best of your ability. As you are made available to Client(s) to perform work under the supervision and direction of such Client(s), you are obliged to comply with all rules in force at Client(s) and us regarding safety, health, environmental regulations. You declare that by signing the Labour Agreement with this Personnel Guide, you have received a copy of the safety regulations as applicable at the Principal to whom you are made available. If the Principal changes, a copy of the applicable safety regulations will again be provided to you. You declare that you will always strictly follow the provided safety, health and environmental regulations as applicable at the Principal(s).

2. Communication and consultation
In order to inform you in a structured way about the dangers related to the work to be carried out, safety, health and the environment are addressed during work meetings by the Principal(s). If you notice any dangerous situations, health risks and/or environmental hazards, you must immediately report this to your supervisor.
3. Inspection
Managers at Client(s) and management will conduct regular safety, health and environmental inspections at the workplace to verify strict compliance with instructions.
4. Occupational health
If you are either at risk based on the risk assessment and evaluation, or you yourself indicate health risks, the assistance of the company doctor and the occupational health and safety service is sought.

5. Accidents/incidents and unsafe situations/actions

Major and minor accidents, environmental damage and major material damage as well as unsafe situations/actions must be reported to the manager at the Principal at all times. Incidents will then have to be recorded and analysed to prevent, as far as possible, the recurrence of similar incidents in the future.

6. Procurement

Safety, health, and environmental aspects should be taken into account when purchasing goods. Safety sheets should be archived for all hazardous substances.

7. Inspection of work equipment

If you work with personal protective equipment and personal tools, you must immediately inform the manager at the Principal and us if they are damaged in such a way that the safety of you and others is endangered. Unsafe equipment must not be worked with. To maintain the safety and condition of work equipment, it is inspected by the Principal. You are expected to ensure that the inspection is actually carried out and to cooperate fully with it.

8. Third-party security

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

9. Complaints procedure

Complaints about compliance with safety instructions must be reported directly in writing to the Client's immediate superior and to us through one of STAEL's employees. If your direct superior at the Client is not available, or if a direct superior - in your opinion wrongly - takes no or insufficient action, complaints can be reported to the management of the Client and us.

Article 2 - Health

1. Occupational health

Our occupational health and safety supervisor provides, on behalf of-and in consultation with-us:

- Sick leave counselling.
- Preventive medical examination
- Preventive Medical Examination after illness or accident.
- Open consultation at the company doctor's office.

2. Depending on the occupational risks you are exposed to in a particular job, a preventive medical examination may be necessary. You will then be informed about this by us.

3. If you believe that your health is at risk due to the work you do or other circumstances, or if you want to consult the occupational health and safety service on certain issues, you can contact the occupational health and safety doctor or an occupational health and safety expert from the occupational health and safety service on your own initiative.

4. Smoking policy

- In all business premises of us and/or Client(s), all seconded employees, workers, trainees, secondees, visitors and others are subject to a blanket ban on smoking.
- The smoking ban also applies in the company cars used in the performance of duties. All managers are jointly responsible for monitoring the general smoking ban.
- Smoking is allowed only in the designated areas on our and Client(s)' premises.
- If you perform work outside our and/or Customer's business premises, you must comply with the applicable smoking policy. If during your work you are exposed to cigarette smoke caused by others, you must report this to your immediate superior at the Client and also report this to us in writing.

5. Compliance with smoking ban

We and Client(s) will ensure compliance. In case of violation, written warnings will follow with a note in the personnel file. If you violate the regulations after repeated warnings, the employment contract will be terminated, possibly including instant dismissal.

Annex 5: Complaints procedure

We aim to provide the best possible service. This includes content, remuneration, accessibility, speed of work, treatment and information provision. Are you dissatisfied? Then you can file a complaint. We find it important that you can make your complaint known quickly. We regard complaints as an opportunity to improve the quality of service. To ensure that your complaint is handled properly, we have designed this complaints procedure.

Article 1 - Definitions

1. Complaint: A complaint is any expression by a party indicating that the service (provision) does not meet his expectations, and which cannot be remedied after a single explanation or immediate correction.
2. Principal: any natural or legal person who wishes to engage you. Client also means the legal entity with which the Client is in a corporate or organisational relationship.

Article 2 - Purpose

Carefully and uniformly recording and handling complaints, eliminating the causes, and taking adequate measures to prevent their recurrence as well as improving the quality of services.

Article 3 - Method of reporting a complaint

1. The complaint can be reported by phone, in writing and by e-mail to your account manager or one of STAEL Recruitment's directors.
2. The handler will contact the complainant within five working days and aim to resolve the complaint immediately or agree on what measures will be taken to resolve the complaint as soon as possible. A decision on whether the complaint is justified or unfounded will be made within 15 working days at the latest. The complaint will be handled according to the 4-O system (Cause Scope Solution Operationality).

Step 1: cause

Finding the cause of a problem, finding or complaint can be done in several ways. Brainstorming with colleagues, using the '5 times why method' or the fishbone (Ishikawa) diagram. The aim at all times is to identify the so-called root causes.

Step 2: define the scope

Determine the extent of the problem: 'How big is the problem?' Is it an incident or is it more frequent? Could it be more frequent?

Step 3: solution

Based on the cause and extent, the measures needed to prevent the situation from recurring are determined.

Step 4: establish whether the measures are effective

Finally, we ARE evaluating whether the measures taken are effective and will continue to work in the future.

If the complaint is justified, we will implement what we believe to be necessary measures within 30 working days at the latest.

Article 4 - Reporting the handling of the complaint

The complaint handler reports the handling of the complaint which includes at least:

- date complaint;
- content complaint;
- Whether the complaint is founded or unfounded;
- purport handling;
- any corrections if applicable.

Article 5 - Registration of complaints

Every complaint is recorded in the complaint register. Complaint handling is also recorded in the complaint register.

Article 6 - Closure and documentation of the complaint

1. If the complaint is satisfactorily handled, it is closed, if not, the handling is taken over by a colleague.
2. If the nature and content of the complaint lends itself to this, it will be discussed during the weekly meeting with employees involved to prevent its recurrence.