

PERSONNEL HANDBOOK

Table of Contents

Clause 1. Definitions..... 4

Clause 2. Applicability and disclosure of the Personnel Handbook..... 4

Clause 3. Entry into employment, term of the Employment Agreement, trial period and early termination..... 4

Clause 4. General obligations of the Employee 5

Clause 5. Work Location 5

Clause 6. Time Accounting..... 6

Clause 7. Salary Payment in the event of disposable income..... 6

Clause 8. Expense Allowance in the event of gross salary 7

Clause 9. Employment conditions..... 7

Clause 10. Working Hours and Breaks..... 8

Clause 11. Holiday Leave 8

Clause 12. Sickness and working conditions..... 8

Clause 13. Pension..... 8

Clause 14. 30% Tax Facility..... 8

Clause 15. Rules of Conduct..... 8

Clause 16. Confidentiality 10

Clause 17. Documents and Business Property..... 10

Clause 18. Intellectual Property..... 10

Clause 19. Other Paid Activities 10

Clause 20. Duty of Identification 11

Clause 21. Processing of Personal Data..... 11

Clause 22. Changes to Personal Data 12

Clause 23. Data Breaches (Reporting Obligation) Act 12

Clause 24. Penalty Clause..... 12

Clause 25. Disciplinary Measures 12

Clause 26. Final Provisions..... 13

Appendix 1: Sick Leave Policy..... 14

Appendix 2: Antidiscrimination policy 17

Appendix 3: Regulations on alcohol, drugs, medicines and work..... 19

Welcome to Yellowstone Managed Services!

Welcome to Yellowstone. Thank you for choosing to work for us. This is our Personnel Handbook. We believe it's important to make clear and explicit agreements with one another. We have recorded these agreements in this Personnel Handbook. These agreements apply to everyone in our employment. The Personnel Handbook is part of your Employment Agreement.

You will also receive a digital copy of the Personnel Handbook upon entry into employment. You can always find the most recent version on the Yellowstone portal available to you.

For the sake of readability, we chose to use the pronouns 'he' and 'him' when referring to persons, but naturally these can also be read as 'she' and 'her', if applicable.

Enjoy and good luck!

Antoinette Willems
Yellowstone's Managing Director

Clause 1. Definitions

In this Personnel Handbook, the following terms will have the following meanings:

- a. *Personnel Handbook*: this Yellowstone personnel handbook.
- b. *DCC*: the Dutch Civil Code (Dutch: *Burgerlijk Wetboek*).
- c. *Yellowstone*: your employer, the private limited liability company Yellowstone Managed Services B.V. with its corporate seat in Eindhoven.
- d. *Employee*: you, the natural person who concluded an Employment Agreement with Yellowstone, more specifically a payroll agreement pursuant to Article 7:692 DCC, to be assigned by Yellowstone to Yellowstone's (End)Client in order to perform work under the Client's/End Client's management and supervision (you);
- e. *Employment Agreement*: the payroll agreement pursuant to Article 7:692 DCC between you and Yellowstone, to which this Personnel Handbook applies and which constitutes an integral part thereof;
- f. *(End)Client*: the company at which you will actually be performing your work.
- g. *Project*: the work you will be performing for the (End)Client and for which you have been assigned.
- h. *Schedule*: the schedule to the Employment Agreement, containing all specific arrangements made with you.
- i. *Transition Payment*: compensation within the meaning of Articles 7:673 and 7:673a DCC.
- j. *Placement of Personnel by Intermediaries Act*: Placement of Personnel by Intermediaries Act.
- k. *DCC*: The Dutch Civil Code.
- l. *GDPR*: the General Data Protection Regulation.

Clause 2. Applicability and disclosure of the Personnel Handbook

1. The contents of the most recent Personnel Handbook are part of the Employment Agreement.
2. Any changes or additions to the Personnel Handbook after your entry into employment will be published on the Yellowstone portal to which you have access. The most recent version of the Personnel Handbook can always be found on this portal.
3. In the event of a conflict between a provision of the Personnel Handbook and a provision of the Employment Agreement and the accompanying Schedule, the provision of the Schedule prevails, followed by that of the Employment Agreement and lastly the Personnel Handbook.
4. Yellowstone reserves the right to deviate from the contents of this Personnel Handbook in special circumstances.
5. This Employment Agreement is not subject to a collective labour agreement.

Clause 3. Entry into employment, term of the Employment Agreement, trial period and early termination

1. You declare that in the performance of your position with the (End)Client you will not be hindered by a non-competition clause and/or a non-solicitation clause and/or any other hindering post-contractual clause of one of your previous employers which could influence your entry into Yellowstone's employment or your performance of the work for the (End)Client.
2. You provided Yellowstone with correct and complete information regarding your work history before the Employment Agreement was signed. You declare that you have not performed the same or similar work for the (End)Client via employers other than Yellowstone during the 26 weeks immediately prior to the commencement date of the Employment Agreement. If you have performed the same or similar work for the (End)Client within the last 26 months, there may be a question of successive employership within the meaning of Article 7:668a (2) DCC. In that case, the information referred to above will be recorded in writing, signed for approval by you and attached to the Employment Agreement as an appendix.
3. The Employment Agreement can be concluded for either a definite or indefinite period of time. The Employment Agreement may be terminated early by you or Yellowstone at any time, with due observance of the statutory notice period.

4. If you enter into an Employment Agreement for a definite period of time, it will always be entered into for the term of the Project, but not for a longer period of time than up to a predetermined termination date. The term of the Project and the termination date are stated in the Schedule.
5. Pursuant to Article 7:652 DCC, the trial period clause applies to the Employment Agreement, unless this is explicitly deviated from in the Schedule. The trial period of an Employment Agreement for a definite period of time is one calendar month and the trial period of an Employment Agreement for an indefinite period of time is two calendar months.
6. Early termination must be effected in writing with due observance of the applicable rules as included in the Employment Agreement and/or the statutory rules.
7. An Employment Agreement concluded for a fixed term will not be renewed unless Yellowstone informs you in writing at least one month before the expiry date of the Employment Agreement that the Employment Agreement will be renewed and under what conditions. The duty of notification is thus taken into account in advance.
8. The Employment Agreement for a definite or indefinite period of time in any case ends by operation of law on the day the employee reaches the state pension age.
9. The Employment Agreement is terminated out of court on the day you no longer have a valid work permit and/or residence permit, or when it is no longer permitted to perform activities under the Dutch labour migration legislation.

Clause 4. General obligations of the Employee

1. You are obliged to perform the agreed work under the management and supervision of the (End)Client and to observe the regulations of Yellowstone and the (End)Client, insofar as reasonable, with regard to the performance of those activities.
2. You will perform the activities associated with your position to the best of your abilities. You may on occasion be required to perform other work that is not normally associated with your position, or perform work at Clients/End Clients other than the (End)Client initially referred to in the Employment Agreement, if you can reasonably be required to perform that work.
3. You must comply with the official company regulations, safety regulations and rules of conduct both of Yellowstone and the (End)Client. In that context, you will take note of the Client's/End Client's hazard identification and risk assessment policy. Yellowstone will inform you as much as possible about the required professional qualifications, safety risks and how to deal with these before or upon entering into the Employment Agreement. Yellowstone is not liable for damage, injury or accidents that happen to you in the performance of the work. You must therefore call the (End)Client to account for this. After all, Yellowstone is only your formal employer.
4. You are obliged to wear the work clothes and/or protective equipment provided to you by the (End)Client when performing the work.
5. You must immediately inform Yellowstone and the (End)Client of any injury or accident that happens to you in connection with the performance of the work. In such a case, you must also approach the (End)Client in the event of any liability.
6. Yellowstone may require that you follow training necessary for the performance of the position and, insofar as that can reasonably be expected of you, for the continuation of the Employment Agreement if your position becomes redundant or if you are no longer able to perform it. All costs for training must be repaid if you fail to successfully complete the training through your own fault or if you terminate the employment at your own initiative or because of your own actions. Yellowstone establishes the repayment scheme and reserves the right to settle the costs against the payment of salary or any other allowances, insofar as permitted by law, and/or to deduct the costs from any transition allowance to be paid.

Clause 5. Work Location

1. You will perform your work at the Client's/End Client's location as stipulated in the Schedule.
2. On occasion, it may be necessary for you to perform work at a location other than those referred to above, unless there are special circumstances which preclude requiring this of you.

Clause 6. Time Accounting

1. The Schedule shows how you must account for the hours you have worked.
2. You must submit the time accounting correctly and in a timely manner to prevent any delays in payment.

Clause 7. Salary Payment in the event of disposable income

1. The Schedule indicates whether it concerns a so-called 'disposable income' or 'gross salary'. This clause applies if it concerns a 'disposable income'. By signing the Schedule, which includes the disposable income, you explicitly agree to this system.
2. You are employed by Yellowstone, and actually work for the (End)Client. Yellowstone will agree a rate with the (End)Client for your employment with our (End)Client. This rate multiplied by the number of hours worked per calendar month determines the amount of your disposable income. Yellowstone reserves the right to unilaterally change this rate at the request of the (End)Client.
3. All costs incurred by Yellowstone in connection with your employment will be paid from this disposable income without exception. Yellowstone incurs costs that are related to your work for the (End)Client. These include but are not limited to:
 - costs to provide a net salary calculation,
 - costs related to the drafting, production and provision of a salary slip,
 - discussing the methodology of the work and pay with you,
 - making the necessary deductions and payments to the Tax and Customs Administration,
 - taking care of various formalities such as sick leave registration / preparing employer's statements / settling salary attachments (if applicable) / applying for tax arrangements etc.

It should be noted that Yellowstone outsources these activities to Yellowstone International B.V., which charges the corresponding costs to Yellowstone by invoice. These invoices are paid from the disposable income before we proceed to calculate your gross salary.

4. You also incur costs while performing the work, such as travel expenses including commuting expenses, training, relocation costs, professional literature, public transport, international school contributions. Yellowstone reimburses you for these costs (within the statutory limits) from the disposable income each month after the above deductions.
5. Therefore, also in view of paragraphs 4 and 5, the following costs are paid first from the disposable income:
 - Yellowstone's social security costs
 - sick leave insurance
 - Yellowstone's fee
 - amount reserved for holiday hours
 - social fund
 - Yellowstone's pension costs
 - your net expense allowance
 - costs related to the Working Conditions Service
6. We reserve your holiday allowance, Transition Payment and any pension contributions to be paid by you from the balance of the disposable income remaining after deduction of the expense allowance and the net payments to you, being the gross salary. What remains is the taxable salary for which payroll tax is calculated and withheld.
7. Each month, you will be paid a part of the Transition Payment referred to in Articles 7:673 and 7:673a DCC with your salary, as a result of which, no Transition Payment will be due at the end of your employment at Yellowstone, at least for the part of the Transition Payment you have already received. You agree to the inclusion of the Transition Payment in the monthly salary by signing the Employment Agreement and the accompanying Schedule. There will never be a repayment obligation regarding Transition Payments already received.

8. Incidental costs that you incur at the Client's/End Client's request in the performance of your work (direct expenses) are compensated on a reimbursement basis, but only after you have received the Client's/End Client's permission to that end. You must claim these costs each month in a manner to be specified by Yellowstone or the (End)Client. The expense claim must be accompanied by documentary evidence and proof of payment. If these documents are not provided, or if the (End)Client has not issued its permission for reimbursement, you will not be reimbursed. If for whatever reason you are reimbursed directly for the costs you incurred, you must immediately report this to Yellowstone in writing.
9. The sum of the net salary, the compensation for the Transition Payment and the expense allowance will be paid each month to the IBAN account you provided to us.
10. You will receive a complete financial breakdown covering everything from the disposable income to the net salary both prior to concluding the Employment Agreement and each month with the salary payment. You are at all times entitled to a complete and clear breakdown and verification of all costs deducted from the 'rate' in conformity with the Employment Agreement. You agree in advance that the specification of wage payments will be made available to you digitally.
11. The salary will be deposited into the IBAN known to Yellowstone. In the event of a change of IBAN, you should inform Yellowstone in a timely manner. Yellowstone will then ask you to sign a statement regarding an IBAN change. The salary will be transferred to another IBAN only after receipt of this signed statement.
12. The above is explicitly not intended as payment on your part for the realisation of job placement within the meaning of Article 3 of the Dutch Placement of Personnel by Intermediaries Act (Dutch: *Wet allocatie arbeidskrachten door intermediairs*).

Clause 8. Expense Allowance in the event of gross salary

1. Incidental costs that you incur at the Client's/End Client's request in the performance of your work (direct expenses) are compensated on a reimbursement basis, but only after you have received the Client's/End Client's permission to that end. You must claim these costs each month in a manner to be specified by Yellowstone or the (End)Client. The expense claim must be accompanied by documentary evidence and proof of payment. If these documents are not provided, or if the (End)Client has not issued its permission for reimbursement, you will not be reimbursed. If for whatever reason you are reimbursed directly for the costs you incurred, you must immediately report this to Yellowstone in writing.
2. The salary will be deposited into the IBAN known to Yellowstone. In the event of a change of IBAN, you should inform Yellowstone in a timely manner. Yellowstone will then ask you to sign a statement regarding an IBAN change. The salary will be transferred to another IBAN only after receipt of this signed statement.
3. You agree that the salary slips will be made available to you digitally.

Clause 9. Employment conditions

1. You are entitled to the primary and secondary employment conditions as they apply to the (End)Client for similar or equivalent positions, or to the occupational or business sector in which the (End)Client is active. These applicable employment conditions are confirmed in the Schedule. By signing the Employment Agreement / the Schedule, you declare that the primary and secondary employment conditions laid down in the Schedule are correct and complete and, therefore, that you are not entitled to any other employment conditions.
2. For the first six calendar months of your employment, the provisions of Article 7:628 DCC will be deviated from to your detriment. This means that you are not entitled to wage payments if you do not actually perform work for the (End)Client, even if this is at the expense and risk of Yellowstone. The period of six months can be extended, if this is also the case for the (End)Client for similar or equivalent positions. If this period has been extended in your case, this will be mentioned in the Schedule.

3. The pay that you receive exceeds the level of what we are legally obliged to pay you to such an extent that it can be called a positive deviation from those provisions. For this reason, you will not be entitled to any wage increases, even if these arise from the Client's/End Client's CLA, unless agreed otherwise with you in writing.

Clause 10. Working Hours and Breaks

1. The Client's/End Client's regulations apply with regard to scheduled working hours and breaks. The (End)Client may draft a non-standard timetable for you.
2. Scheduled working hours will be established in mutual agreement.
3. Yellowstone and/or the (End)Client is authorised to change the working hours after the commencement of the activities.
4. If Yellowstone and/or the (End)Client consider it necessary, you will be obliged to work overtime. Overtime is considered to be included in the salary, unless agreed otherwise beforehand.
5. You must commence work promptly at the scheduled time.

Clause 11. Holiday Leave

1. You accrue statutory holiday entitlements pursuant to the law. In addition, it is possible for you to accrue day's holiday in excess of the statutory entitlement on the basis of what has been determined by the (End)Client. This will be mentioned in the Schedule.
2. If you work fewer than 40 hours per week, the entitlements referred to in paragraph 1 accrue in proportion to time.
3. You must consult with and receive permission from the (End)Client and subsequently Yellowstone before you can take holiday leave.
4. If you work at a (End)Client that closes down for a given period or imposes a collective holiday, you must take your holiday leave in that period.
5. When you take holiday leave, you must declare this on your time accounting.

Clause 12. Sickness and working conditions

1. If you are unable to perform your work due to sickness or injury, you must adhere to our Sick Leave Policy as included in *Appendix 1*. In addition, in that case, you must comply with your statutory obligations, as stated in the Eligibility for Permanent Incapacity Benefit (Restrictions) Act.
2. Yellowstone pursues an anti-discrimination policy, as set out in *Appendix 2*, and a policy on alcohol, drugs and medicine use, as set out in *Appendix 3*.

Clause 13. Pension

1. You will participate in the pension scheme that applies within Yellowstone, as long as you meet the conditions of the pension provider.
2. Yellowstone deducts the premiums for this pension participation from your available income and/or salary.
3. If you participate in the Yellowstone pension scheme, this is mentioned in the Schedule.

Clause 14. 30% Tax Facility

1. If the 30% tax facility is applied for on your behalf or applies to you as specified in the Wages and Salaries Tax Act 1964 (*Wet op de loonbelasting 1964*), a separate addendum will form an inseparable part of the Employment Agreement (the 'Addendum to the Employment Agreement').

Clause 15. Rules of Conduct

1. You are required to avoid situations in which your own interests conflict with those of Yellowstone and/or the (End)Client.
2. Any use of email or the Internet in the context of your work is subject to the following rules, without prejudice to the Client's/End Client's own rules:

- a. You may not use email or Internet services for private purposes. If you receive non-business messages, you must ask the sender to stop sending these messages immediately.
 - b. The Internet or e-mail may in any event not be used during working hours to:
 - visit so-called profile sites / social media (including but not limited to Instagram, Facebook, LinkedIn, Twitter, WhatsApp) that allow you to keep and expand a network of friends;
 - visit websites that contain pornographic, racist, discriminatory, offensive or abusive content;
 - view, download or distribute pornographic, racist, discriminatory, offensive or abusive content;
 - gain unauthorised access to non-public sources on the Internet;
 - deliberately change or destroy information to which you have gained unauthorised access;
 - send messages anonymously or under an assumed name;
 - send or forward threatening, offensive, sexually charged, racist or discriminatory messages
 - send or forward chain letters;
 - harass another person.
 - c. Yellowstone and the (End)Client are authorised to monitor compliance with the provisions contained in a and b.
3. You must observe / comply with the following with respect to social media (including but not limited to Instagram, Facebook, LinkedIn, Twitter, WhatsApp):
- a. Be aware of your activities on social media, in both business and private settings. You are personally responsible for the content that you publish on social media.
 - b. You may not make negative statements on social media about Yellowstone, the Clients/End Clients, colleagues and/or relations of Yellowstone, even in private time.
 - c. You may not perform activities on social media that could potentially harm Yellowstone, the (End)Client, colleagues and/or relations of Yellowstone.
 - d. You may not engage in activities on social media that are incorrect, insulting, threatening, hurtful, deceptive, slanderous, obscene, defamatory, discriminatory or otherwise reprehensible.
 - e. If you are in doubt as to whether your use of social media conflicts with the above, you can always consult Yellowstone and/or the (End)Client on the matter.
 - f. If you encounter a statement on social media that is or may be in conflict with the above or may otherwise damage Yellowstone, the (End)Client, colleagues and/or relations of Yellowstone, you must immediately report this to Yellowstone.
 - g. If you act contrary to the provisions of this paragraph, the interests of the company and/or the general standards and values, Yellowstone will take measures depending on the nature and severity of the offence. These measures will be measures in conformity with employment law, such as disciplinary measures (designating the employee non-active), a written warning or termination of the Employment Agreement, including immediate dismissal.
4. The Employee may not:
- a. leave his workplace without his manager's consent,
 - b. have private telephone conversations during work, regardless of whether or not he uses his personal phone. The Employee's manager may grant exemption of this prohibition on a case-by-case basis;
 - c. produce or cooperate with others to produce publications regarding the (End)Client in whatever form without the Client's/End Client's or Yellowstone's permission;
 - d. do work and/or use materials, computers, printers, tools, etc. that are the property of Yellowstone or (End)Client for himself or third parties during working hours without permission;
 - e. loiter in other departments than the one where he works unless his activities require him to do so;
 - f. consume beverages and/or food on the premises other than in the canteen or similar locations;
 - g. smoke during working hours, except during breaks, or smoke outside designated smoking areas;
 - h. take the Client's/End Client's property off the Client's/End Client's premises without the Client's/End Client's written consent,

- i. make recordings on the Client's/End Client's premises using video, film or photo cameras without the Client's/End Client's prior written consent.

Clause 16. Confidentiality

1. Yellowstone and the (End)Client consider it very important that sensitive company matters and/or confidential information belonging to Yellowstone and/or the (End)Client or a contact of both is not shared with third parties. This applies to information that is considered confidential or that you ought to understand is confidential. The fact is, sharing sensitive company information can damage Yellowstone and/or the (End)Client. For that reason, we ask you to maintain confidentiality.
2. You are therefore prohibited from sharing information and/or documents regarding Yellowstone, the (End)Client or their contacts, or information regarding other matters that you possess with regard to third parties. This also applies to information you may have about employees of Yellowstone and/or the (End)Client.
3. This confidentiality applies both during and after your employment.
4. If it is necessary to provide information as described above to a third party, or if you are asked to do so by a third party, including the press, you must inform Yellowstone and/or the (End)Client of this in a timely manner and request permission to do so.
5. You are required to sign a separate confidentiality statement at the Client's/End Client's request.

Clause 17. Documents and Business Property

1. You may not be in the possession of or keep any documents and/or data carriers which relate to the company of the (End)Client that have been made available for use in your work, except to the extent that and for the period required for the performance of your work for the (End)Client. In the event of sickness, suspension and/or suspension with full pay, as well as upon termination of employment, you must return such documentation and/or data carriers and/or business property in good condition to the (End)Client no later than on the last day of your presence.

Clause 18. Intellectual Property

1. All rights of intellectual property and industrial property, including copyrights, trademark rights and patent rights, to publications and other works produced by you, or, respectively, modified in the context of performing your work with the (End)Client, will accrue to the (End)Client, regardless of whether said works are produced or modified during working hours.
2. You are required to inform the (End)Client of all your work performed in the Netherlands or elsewhere that may lead to the existence of intellectual property rights, including but not limited to inventions, computer programmes, methodologies and presentations in the field of industrial design.
3. You are required to transfer intellectual property rights in the Netherlands and elsewhere to the (End)Client as quickly as possible, insofar as these rights do not accrue to the (End)Client pursuant to the law and/or agreement.
4. Your salary is also a compensation for the fact that you do not accrue intellectual property rights and that you must transfer these, insofar as required, to the (End)Client.
5. Should a dispute arise between you and the (End)Client regarding intellectual property and/or industrial property rights, the (End)Client is presumed to be the copyright owner, unless you provide evidence to the contrary.
6. To the extent the law permits, you waive the moral rights referred to in Article 25 of the Copyright Act.
7. You may be required to sign an Intellectual Property Rights declaration provided by the (End)Client.

Clause 19. Other Paid Activities

1. Without prior written permission you may not undertake other paid or unpaid work for the (End)Client or a third party, nor may you perform work directly or indirectly for your own account, or engage in business on your own behalf.

2. The prohibition stated in paragraph 1 applies to work performed for third parties, only when the work constitutes competition to Yellowstone and/or the (End)Client or when it damages the good name of Yellowstone and/or the (End)Client, or when it compromises your normal work performance.
3. This article does not affect any non-competition and/or non-solicitation clause agreed between the parties.

Clause 20. Duty of Identification

1. The law prescribes that you are required to be able to identify yourself while at work. The Social Affairs and Employment Inspectorate (hereinafter: SZW Inspectorate), the Aliens Police, the Employee Insurance Agency (hereinafter: UWV), the Tax and Customs Administration, or other competent authorities may carry out inspections at your place of work. You must be able to identify yourself with a valid and original proof of identity (driver's licence, passport, or ID card) in the event of such an inspection. You must be able to produce a valid passport or ID card upon the request of a Yellowstone official at your workplace.
2. Yellowstone establishes your identity before or upon commencement of the employment. The (End)Client will also want to identify you. You must provide your full cooperation in this respect.

Clause 21. Processing of Personal Data

1. Yellowstone handles any personal data provided as strictly confidential. You hereby grant consent, insofar as required, to Yellowstone to process these data in accordance with the GDPR and to exchange these data within Yellowstone and provide it to the (End)Client insofar as this is required for the conclusion and execution of the Employment Agreement.
2. You also grant permission, to the extent applicable, for the processing of data regarding an indication of occupational disability within the framework of the law on the rehabilitation of occupationally disabled persons and Article 29b of the Sickness Benefit Act.
3. Yellowstone's privacy policy is based on the GDPR and is made available to you at first request.
4. Personnel data are managed by the board or by the employees designated for that purpose. They handle all information as confidential. All personnel files are digitally managed centrally.
5. The personnel files contain details of the job application and appointment. In addition, data on performance and assessment, sickness absence, salary trends, education and training are stored. The processing of personal data is recorded in the processing register and can be consulted by you at any time.
6. You have the right to access your personnel file, to copy parts from it and to demand the correction or destruction of any incorrect information. On the basis of the GDPR and in accordance with the conditions contained therein, you have the following rights:
 - a. to request access to your personal data;
 - b. to obtain rectification of incorrect personal data;
 - c. to supplement incomplete information;
 - d. to have your personal data deleted in certain cases;
 - e. to have your personal data "restricted" in certain cases;
 - f. to object to the processing of your personal data in certain cases;
 - g. to obtain and transmit your personal data in certain cases;
 - h. to lodge a complaint with a supervisory authority;
 - i. to be immediately informed by Yellowstone when a personal data breach has occurred that is likely to pose a high risk to employees' rights and liberties, unless Yellowstone is not required to do so pursuant to applicable laws and regulations.
7. In some cases, Yellowstone may have the right to deny a request. In such a case, Yellowstone will provide grounds for the denial. If you wish to exercise the above-mentioned rights, please send an email to stefano@yellowstone.nl

8. When you leave the employment, your personnel file will be emptied and its contents destroyed, with the exception of the Employment Agreement, the termination, as well as all data that must be retained by virtue of the laws and regulations.
9. Yellowstone will only transfer your personal data to third parties if this is required by virtue of the Employment Agreement and the related rights and obligations, by virtue of legal obligations, or after you have given your written permission to do so. Yellowstone makes every effort to ensure that your personal data is treated confidentially and is also responsible towards you to do so.

Clause 22. Changes to Personal Data

1. If changes occur in your personal situation which are relevant to your Employment Agreement, you are required to notify Yellowstone of the changes within five working days. These include changes of address, changes in marital status, changes in the composition of family, sickness, an IBAN change, and in the event of a foreign national, changes in residency status. You are required to submit the relevant documents for these changes.

Clause 23. Data Breaches (Reporting Obligation) Act

1. You are required to follow all the Client's/End Client's guidelines and protocols regarding IT security when you are granted access to the Client's/End Client's systems, which is only allowed with the permission of the (End)Client.
2. If your work involves the direct or indirect processing of, or access to, personal data, you are obliged to immediately report any data or security breach to Yellowstone and/or the (End)Client. You are required to fully inform Yellowstone and/or the (End)Client by phone and by written email of an incident and to provide Yellowstone and/or the (End)Client with all the necessary information related to the incident. You are required to cooperate fully with the measures that Yellowstone and/or the (End)Client may take in order to contain the breach and prevent its repetition.

Clause 24. Penalty Clause

1. On violation of clauses 4, 15, 16, 17, 18, 19, 20, 22, and/or 23 and the appendices from this Personnel Handbook, you will have to pay a penalty to Yellowstone. The penalty serves the personal interest of Yellowstone. The penalty amounts to €7,500 (in words: seven thousand five hundred euros) per violation. The penalty is due immediately, without requiring a prior notice of default or any other prior statement. The penalty is due without prejudice to Yellowstone's other rights on the basis of the law or the Employment Agreement, including at least the right to demand performance of the Employment Agreement and the right to claim compensation instead of a penalty according to the law. This penalty clause explicitly diverges from paragraphs 3 to 5 inclusive of Article 7:650 of the DCC.

Clause 25. Disciplinary Measures

1. Without prejudice to the eligibility for payment of any specific penalty, in the event of non-fulfilment or a breach of the Personnel Handbook, the Employment Agreement, or other applicable regulations, Yellowstone may take the following disciplinary measures:
 - a) reprimand;
 - b) suspension, possibly without pay;
 - c) change in position (including transfer and demotion), possibly with a pay reduction;
 - d) dismissal (possibly with immediate effect).
2. In determining the penalty, Yellowstone will take account of the gravity of your conduct and the specific circumstances of the case.
3. The measures of suspension and instituting a dismissal procedure may be taken simultaneously.
4. If Yellowstone's position is that a fact-finding investigation is needed before taking one of the disciplinary measures referred to in paragraph 1, you can be put on inactive status with pay until a decision is taken. If Yellowstone then decides to initiate dismissal proceedings, Yellowstone may extend the suspension to the date of termination of employment or convert the same into a

suspension without pay until the date of termination of employment.

5. Conduct aimed at the (End)Client that constitutes a compelling reason to terminate the assignment will also constitute a compelling reason for Yellowstone to dismiss you.

Clause 26. Final Provisions

1. Yellowstone will decide (in consultation with the (End)Client) issues for which the Personnel Handbook makes no provision. The Schedule may contain further rules with regard to your employment at a specific (End)Client.
2. A request for a change in position, working hours, and other employment conditions or working circumstances will be assessed in the context of the tripartite relationship between you/Yellowstone/(End)Client. This means that Yellowstone can only meet such a request when both the business interests of Yellowstone and of the (End)Client do not preclude it.
3. This Personnel Handbook was written in the Dutch language and may have been translated into another language. In the event of a conflict between the Dutch version and the translation, the Dutch version prevails.
4. The Employment Agreement and all documents that form an integral part thereof are governed exclusively by Dutch law.
5. Yellowstone reserves the right to unilaterally change employment conditions, the content of the Employment Agreement and/or the Schedule, as well as this Personnel Handbook. The most recent documents always apply.

Appendix 1: Sick Leave Policy

Clause 1. Reporting Sick

In the event of sickness or incapacity for work, you report yourself sick to your direct supervisor and Yellowstone. The Employee must report in sick to the direct supervisor as early as possible but no later than a quarter of an hour before the latest time at which the Employee would normally start working. A sick report must be made to Yellowstone before 9:30 in the morning in the form of an email sent to illness@yellowstone.nl

In principle, you are required to report yourself sick in person. You may only let another person report you sick if you are not reasonably able to do so yourself, If you report sick during working hours, you report yourself sick in person to your direct supervisor and to illness@yellowstone.nl, before you stop working and leave the workplace.

In your sick report you indicate what the estimated duration of your sick leave will be, the address where you will be treated (see clause 2 below), the telephone number at which you can be reached, the address and telephone number of your general physician and, if applicable, the specialist treating you. If you are admitted to a hospital or nursing institution, you are still obliged to provide the estimated duration of your stay. If such an admittance is known ahead of time, make this known as soon as possible.

During the period of incapacity for work due to sickness, you will continue to receive the salary on the basis of the law. If necessary, this can be supplemented. If this is the case, this is mentioned in the Schedule. The first two waiting days are in principle regarded as waiting days within the meaning of the law. If this rule is deviated from, this will be mentioned in the Schedule.

Clause 2. Recovery Address

In your sick report you must provide your recovery address if it differs from your home address as known to Yellowstone. If you are staying abroad at the time, you must provide the foreign address. If the recovery address changes during the period of your sick leave – for example, if you are admitted to hospital or a care facility – you must immediately notify Yellowstone of that change by telephone. You must confirm this notification within 24 hours in writing by email (illness@yellowstone.nl).

Clause 3. Staying Abroad

If you become incapacitated for work while staying abroad, you must report this as described in clause 1. If you are not in a fit state to attend the consulting hour at the Working Conditions Service (hereinafter: WCS) (Dutch: *Arbodienst*), you must provide Yellowstone with a statement from the physician treating you abroad indicating that you were unable to travel, as soon as possible (and in any case immediately upon returning to the Netherlands).

If your stay abroad must be extended due to sickness or incapacity for work, you are required to send a medical declaration of inability to travel to Yellowstone (illness@yellowstone.nl) every two weeks and in any event upon first request by the WCS.

Immediately after returning to the Netherlands, you must report to your direct supervisor or, if you cannot resume work, then you will be obliged, at Yellowstone's request, to cooperate with an examination by the physician of the WCS to determine whether you were actually incapacitated for work during your stay abroad.

Clause 4. Staying at Home

You are required to stay at home in the morning from 8:30 to 12:00 and in the afternoon from 13:30 to 17:00 or until you have attended consulting hours of the WCS physician who will perform the examination. You may only leave the recovery address before this time to visit a physician or as part of the medical treatment prescribed by the treating physician. If as a result of this, you are not at home when the WCS inspector visits you, you must act in accordance with the written instructions that the

inspector will leave behind. Ensure that the inspector has access to your care address or home address. If applicable, inform Yellowstone of any measures you have taken to ensure this access, so that Yellowstone can provide the WCS inspector with that information.

Yellowstone and/or WCS may exempt you from these obligations. After the WCS inspector's initial visit or after the first visit to the examining physician of the WCS, follow the instructions which you receive from or on behalf of the WCS. The Employee may deviate from these instructions in order to visit the treating physician or resume work.

You must be able to prove your identity upon request. The inspector will also identify himself upon request.

Clause 5. Attending the consulting hour

You will comply with any request by the WCS or Yellowstone to attend the consulting hour of the treating WCS physician or to visit a specialist designated by the WCS. If you have legitimate reasons for being unable to comply (perhaps because you are unable to get out of bed), you will inform Yellowstone of that fact. The WCS will then determine whether the reason is legitimate and/or whether the appointment/consulting hour can take place in another manner or at another time. If you cannot attend the consulting hour because you are visiting a treating physician, you will inform the WCS of that fact immediately.

You may request an appointment with the occupational physician of the WCS yourself if you believe there is a reason to do so. If the occupational physician of the WCS determines that there was no legitimate reason for such appointment, you will be charged the fees for the appointment and these will be deducted from your salary.

You may request the occupational physician to consult another occupational physician if you have doubts as to the correctness of the initial opinion. The occupational physician who issued the opinion to you will, as soon as possible after receiving this request and after consulting you, engage another occupational physician, unless there are compelling arguments against consulting another physician. In that case, the physician issuing the opinion must inform you of this and provide substantiation for this position. The other occupational physician to be consulted may not be employed by the same WCS, company, or institution as the occupational physician who issued the initial opinion to the employee.

The occupational physician has a complaints procedure in place. A copy of this procedure is attached as an appendix to this Sick Leave Policy.

Clause 6. Non-obstruction of Recovery

You may not engage in activities that could obstruct or delay your recovery. Examples include: participating in sports, doing household chores and home repairs, attending parties, and performing activities in general. If you believe that certain work or activities will not obstruct your recovery, you will seek the WCS physician's permission to engage in the activity. After consulting the WCS physician, you must perform all activities that could reasonably be considered to promote your recovery and expedite your return to work.

Clause 7. Maintaining Contact with Yellowstone

During the period of incapacity for work, you will maintain contact with Yellowstone and the WCS to keep them apprised of the course of your illness or incapacity for work.

Clause 8. Resuming Work upon Recovery

You will actively provide Yellowstone with information regarding the date on which you expect to resume work. Naturally, you will resume your work as soon as you are able to do so.

If you are declared fit to resume all or part of your duties by the Employer's WCS but you disagree with this assessment, you will be obliged to inform Yellowstone of this fact immediately and report your objections to the WCS physician at the latter's next consulting hour or request an expert opinion from the UWV.

Clause 9. Information

Upon request or on your own initiative, you will inform Yellowstone immediately of all facts and circumstances which you should reasonably know could impact the continued payment of your salary while you are ill or incapacitated for work. Insofar as medical information is concerned, you only have to share such information with the WCS physician, who will maintain medical confidentiality and respect your privacy.

Clause 10. Second Opinion

Upon Yellowstone's first request, you will cooperate to undergo examination by a specialist as meant in Article 7:629a(1) DCC, for the purpose of acquiring a second opinion regarding your fitness for your work/occupational disability.

Clause 11. Violation

Should these examination requirements be violated, Yellowstone will be entitled, pursuant to the provisions of Article 7:629(6) DCC, to suspend payment of your salary until Yellowstone has been able to establish that you have the right to continued payment of your salary or that Yellowstone has a right to discontinue such payment. If you disagree with the suspension of your salary payments, you may institute a salary claim with the sub-district court. In this respect, you must have a second opinion issued by an expert appointed by the UWV indicating that you are unable to perform the agreed or other suitable work (see Article 7:629a DCC).

Additionally, in the event of violation of one or more of these examination requirements, Yellowstone may take further measures against you, not excluding dismissal measures.

Appendix 2: Antidiscrimination policy

Yellowstone's business operations are aimed at giving workers a fair chance to work and to treat them equally in the performance of their employment, regardless of their age, gender, marital status, sexual orientation, life, political or religious beliefs, race, ethnic origin or nationality.

When hiring employees, persons in search for employment are treated equally by being reviewed solely on the basis of job-related criteria. In addition, no unauthorised distinction is made in the performance of the employment.

Clause 1. Purpose

The purpose of this policy is to be clear and transparent to parties involved about:

- what Yellowstone means by discrimination / discriminatory requests;
- Yellowstone's position with regard to discrimination / discriminatory requests;
- conduct by Yellowstone Employees;
- what is expected of Yellowstone's employees as to how they act during the performance of their work, especially in the activities (in support of the business activities) concerning the execution of the Employment Agreement;
- who can be contacted for consultation and/or a report;
- Yellowstone's responsibilities.

Clause 2. Definition of discrimination

Discrimination is taken to mean: 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 is also explicitly taken to mean complying with requests from (End)Clients to make a distinction between persons on the basis of criteria that are not necessary or relevant for the proper performance of the job or the performance of the work.

Clause 3. Yellowstone's position

- a. Yellowstone rejects any form of discrimination.
- b. Requests from Clients/End Clients to take certain criteria into account when hiring Employees and/or in the performance of their employment will only be honoured if there is objective justification.

There is objective justification if the discrimination:

- serves a legitimate purpose. This means that there is a good job-related reason to make a distinction (an example of a legitimate purpose is “safety” or “public order”);
- results in the achievement of the legitimate purpose, the means is suitable to achieve the purpose;
- is in reasonable proportion to the purpose, there is proportionality to the purpose;
- is necessary because there is no other, less discriminating way to achieve the purpose, the necessity criterion is met.

Yellowstone will not tolerate discriminatory treatment of its employees by third parties.

Clause 4. Conduct by Yellowstone Employees;

- a. Employees have a responsibility of their own to be alert to requests from Clients/End Clients of a discriminatory nature, to recognise such requests and to ensure that they do not cooperate.

- b. If you observe discrimination and want to report it, or if you want to report abuses or misconduct and/or you wish to discuss an issue with a confidential counsellor, Yellowstone will accommodate it. Yellowstone can refer you to its confidential counsellor.

Clause 5. Yellowstone's responsibilities

Yellowstone is responsible for:

- a. Stimulating a safe working environment in which people treat each other with respect, there is room for constructive consultations and undesirable behaviour in whatever form is prevented and tackled;
- b. The recognisability and implementation of the present antidiscrimination policy. This includes, among other things, ensuring that the employees of Yellowstone:
 - 1. are informed of and familiar with the policy.
 - 2. were given good instructions on how to recognise discrimination and discriminatory requests.
 - 3. are prepared for the situation in which they are confronted with a discriminatory request and know how to conduct the conversation with Clients/End Clients and turn it around.
 - 4. The evaluation and adjustment of this policy.

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

Clause 1. Objects

1. This policy on the use of alcohol, drugs and medicines is part of Yellowstone's working conditions policy and is aimed at reducing and preventing alcohol and drug problems at work. These problems can lead to unsafe conditions at work for the person involved, his or her colleagues, Yellowstone and/or the (End)Client and can affect the health and welfare of other employees. Furthermore, there will usually be a loss of production and quality as a result of inadequate performance, and the use of these products can lead to an unfavourable image of Yellowstone and/or the (End)Client, which in turn can indirectly inflict harm.
2. In view of the serious consequences of alcohol and drug use, Yellowstone applies a zero tolerance policy. In that respect, the following agreements/rules apply, which are maintained by Yellowstone at all times and in full.

Clause 2. Alcohol

1. You are prohibited from consuming alcoholic beverages at work.
2. You are prohibited from being under the influence of alcohol at work. You should be aware of the fact that alcohol is only slowly broken down in your body (approx. 1.5 hours per 10 grams of alcohol=standard glass). You must realize this and therefore moderate the use of those products before the start of the work in such a way that you can commence your work while being completely sober.
3. You are prohibited from possessing and trading alcoholic beverages or providing them to third parties during your work.

Clause 3. Drugs

1. You are prohibited from using narcotics (hard and/or soft drugs) at work.
2. You are prohibited from being under the influence of narcotics (hard and/or soft drugs) at work. The same warning applies as stated in paragraph 2 of clause 2: you must realize that your body needs time to break down the drugs.
3. You are prohibited from possessing and trading in narcotics or providing them to third parties during your work.

Clause 4. Medicines

1. If you are taking medicines containing a (yellow) warning sticker – which can therefore have a significant impact on your responsiveness – you should report this to the occupational physician/WCS. If desired, the occupational physician/WCS may instruct Yellowstone on the consequences for the work to be performed.
2. If you carry out work that requires extra attention – at Yellowstone's discretion – you will be assigned temporarily adjusted work. In case of doubt, Yellowstone will call in the occupational physician/WCS. You are obliged to perform the adjusted work.

Clause 5. Alcohol and drug testing

1. You are obliged to voluntarily cooperate in an announced or unannounced valid alcohol and/or drug test during or before the start of your work, which test is aimed at establishing current alcohol or drug use.
2. The test will be a breathalyser, urine and/or blood test. The breathalyser can be taken by Yellowstone itself or by a designated official, whereas the urine and/or blood test can only be taken by qualified persons.
3. Tests are carried out on a random basis.

Clause 6. Conditions for monitoring compliance

1. Yellowstone and/or the (End) Client is at all times entitled to monitor whether these regulations are complied with.
2. Compliance will only be monitored in the context of the purpose(s) referred to in these regulations.
3. If you or a group of employees are suspected of violating the rules, specific compliance can be monitored during a fixed, short period of time.

Clause 7. Protection of your rights

1. By means of these regulations, Yellowstone will inform you prior to the test, about alcohol, drugs and medicines and the work, about the purposes, the nature of the control, the circumstances under which they were obtained and the content of these regulations.
2. Yellowstone is aware that the testing for alcohol and drug use at work invades the privacy of the person involved. However, in the light of the purpose set out in Clause 1, Yellowstone considers it necessary to carry out these tests and cannot carry it out in any other way. Yellowstone therefore has a compelling interest in testing you for the use of alcohol and drugs, despite the invasion of privacy.
3. In this context, you have the right:
 - i. to be the first to be informed of the conclusion of the test. Yellowstone has the right to be the second party to be informed of the fact that you are or were not under the influence of alcohol or drugs;
 - ii. to a second opinion.
4. Yellowstone will not retain the test results longer than necessary for the purpose for which they were obtained.

Clause 8. Penalties

1. Pursuant to Article 7:660 DCC, you are obliged to comply with the regulations concerning the performance of the work as well as with the regulations intended for the benefit of good order.
2. If you violate one or more provisions of these regulations, Yellowstone will be entitled to take disciplinary measures as referred to in this Personnel Handbook.