

**PERSONNEL HANDBOOK**

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## **Welcome to Yellowstone Contract Management!**

Welcome to Yellowstone. Thank you for choosing to work for us. This is our Personnel Handbook. We believe it is 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 contract.

You will receive a digital copy of the Personnel Handbook when you enter our employment. You can always find the most recent version on the Yellowstone portal available to you.

In the interest of readability, we have chosen to use the pronouns 'he' and 'him' when referring to persons, but naturally these can also be read as 'she' and 'her', as applicable.

Enjoy and good luck!

Antoinette Willems

Chief Executive Officer of Yellowstone

## 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 Contract Management B.V. with its registered office in Eindhoven.
- d. *Employee*: the natural person who has entered into an employment contract with Yellowstone, being a temporary employment contract pursuant to Article 7:690 of the Dutch Civil Code, and thus not a payroll agreement pursuant to Article 7:692 of the Dutch Civil Code, whom Yellowstone will assign to one or more of Yellowstone's (End) Clients to perform work under the supervision and direction of the (End) Client (i.e. you).
- e. *(End) Client*: the company at which you will actually be performing your work.
- f. *Project*: the work you will be performing at the (End) Client and to which you have been assigned.
- g. *Schedule*: the schedule to the employment contract, containing all the specific agreements made with you.
- h. *Transition Allowance*: the allowance referred to in Articles 7:673 and 7:673a DCC.
- i. *User Company Remuneration*: the remuneration that applies by law to the (End) Client's employee who works in the same position as you, or in a position that is similar to yours, as meant in Article 8 of the Placement of Personnel by Intermediaries Act (Dutch: *Wet allocatie arbeid door intermediairs*) (Waadi). The User Company Remuneration consists of the following components, in accordance with the CBA:
  - i. only the wages for the applicable period in the relevant scale;
  - i. the applicable working hours reduction. This can – at the discretion of Yellowstone – be compensated in time and / or money;
  - ii. allowances for working unsocial hours and/or under physically or otherwise demanding circumstances inherent in the nature of the work, including but not limited to: overtime, working evenings, weekends and public holidays, shifted hours, shift work, low and/or high temperatures, hazardous substances, dirty work;
  - iii. initial wage increase as from the same date and for the same amount as at the (End) Client;
  - iv. expense allowance (to the extent that Yellowstone can pay such free of wage tax and social security contributions: travel expenses, pension costs and other expenses necessary for the performance of the job);
  - v. periodic wage increases – amount and date as determined at the (End) Client;
  - vi. allowance for travel hours or travel time relating to the work, unless the travel hours or travel time are considered hours worked;
  - vii. one-off allowances, regardless of the purpose of or the reason for paying such allowance. One-off allowances do not include recurring periodic allowances;
  - viii. home working allowances, where part of the allowance that is not expressly exempt by law is paid out gross;
  - ix. *as from 1 January 2023*: fixed year-end payment – amount, date and conditions as determined at the (End) Client.
- j. *Appendices*: Appendices to this Personnel Handbook and the Employment Contract, which constitute an integral part of these documents.
- k. *CBA*: the most up-to-date version of the Collective Bargaining Agreement for Temporary Employees (Dutch ABU CBA);

**Clause 2. Applicability and publication of the Personnel Handbook**

1. The content of the most recent Personnel Handbook constitutes part of the employment contract.
2. 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 in the Personnel Handbook and a provision in the employment contract and the accompanying Schedule, the provision in the Schedule will prevail, followed by the employment contract and then by the Personnel Handbook.
4. Yellowstone reserves the right to deviate from the provisions of this Personnel Handbook in special circumstances.
5. All masculine-form terms and pronouns used in this Personnel Handbook with reference to persons must be read and interpreted as including both the feminine and the non-binary forms.

**Clause 3. Collective Bargaining Agreement (CBA)**

1. The employment contract is governed by the most recent version of the CBA. The most recent version of the CBA can be downloaded from [www.abu.nl](http://www.abu.nl).

**Clause 4. Employment contract**

1. You start at Yellowstone in Phase A, as referred to in the CBA, for the term of 52 weeks worked, unless explicitly agreed otherwise with you. The employment contract does not commence until the date on which you actually start work at the (End) Client.
2. In Phase A, you are always working on the basis of an employment contract for the term of the Project. The term of the Project is described in the Schedule. Therefore, the employment contract will end by operation of law, without any notice of termination being required, when the Project ends. The end date on the basis of which the employment contract also ends by operation of law is also stated in the Schedule. By means of this provision in the Personnel Handbook, you have already been duly notified of the possible termination of the employment contract in the aforementioned situations. This means that, to the extent applicable, we have already duly notified you of your potential termination.
3. The employment contract may be terminated by notice in accordance with the CBA.
4. In any case, the employment contract in Phase A always ends after the expiry of 52 weeks worked, before Phase B, as referred to in the CBA, commences.
5. In Phase A, the full wage exclusion applies. In other words, you only get paid for the hours you actually work at the (End) Client. The hours approved by the (End) Client are decisive.
6. In Phase B, a Temporary Employment Contract is entered into for the fixed term stated therein. The employment contract in Phase B always ends by operation of law upon its expiry date, without any party having to provide any type of notice whatsoever. In Phase B, a maximum of six temporary employment contracts can be agreed in three years. The employment contract in Phase B also ends by operation of law before Phase C commences.
7. The employment contract in Phase A or Phase B, entered into for a fixed term of six months or longer, will not be extended unless Yellowstone notifies you in writing by no later than one month before the end date of the employment contract that the employment contract will be extended and the conditions to which that extension will be subject.
8. At our and/or the (End) Client's first request, you must comply with the required pre-employment and other screenings, referred to below as the "screenings", and you must successfully complete these screenings. Yellowstone has no influence over the result of the screenings. You are obliged

to have taken part in and completed the required screenings before the start of the work, unless indicated otherwise. The results of these screenings are determined without consulting Yellowstone. If and as soon as it is established that, for whatever reason, you have not taken part in and completed the required screenings within the aforementioned term, and/or if the results of these screenings are not shared with us and/or the (End) Client, and/or the results of these screenings are not entirely positive, the employment contract will end immediately without any prior notice of termination being required. This provision must be considered a condition subsequent subject to which the employment contract is entered into.

9. The employment contract will end by operation of law, without any notice of termination being required, or will be extrajudicially dissolved, in the following cases:
  - the day prior to the day on which you reach your State Pension retirement age;
  - as soon as your employment permit and/or residence permit has expired or if, for whatever reason, you no longer have a valid residence permit and/or employment permit and/or passport necessary for performing the work;
  - on the day that you are unable to identify yourself with a valid proof of identity, passport;
  - if Yellowstone has requested a Certificate of Conduct (Dutch: *Verklaring Omtrent Gedrag*) (VOG): each time a calendar week after the expiry of the specified period within which the VOG must have been delivered at the latest.

#### **Clause 5. General obligations of the Employee**

1. Prior to or upon entering into Yellowstone's employment, you are obliged to:
  - provide a full report of your relevant employment history, particularly stating whether you have worked in the same or a similar position at the (End) Client, whether or not you did so through a different company;
  - provide Yellowstone with any information on any prior period of unemployment, this in relation to possible premium reduction for Yellowstone;
  - inform Yellowstone, before entering into employment, whether there are any impediments to performing the agreed work, such as those which might ensue from a non-competition or non-solicitation clause and/or other post-contractual obligations in respect of a previous employer;
  - inform Yellowstone, before entering into employment, whether you have accrued any pension with the Pension Fund for Personnel Services (Dutch: *Stichting Pensioenfonds voor Personeelsdiensten*) (StiPP) or another pension administrator prior to the employment contract.
2. You are obliged to perform the agreed work under the supervision and direction of the (End) Client and to comply with the reasonable requirements imposed by Yellowstone and the (End) Client with regard to the performance of the work.
3. You must perform the duties of your job description to the best of your ability. If you can reasonably be required to do so, you may occasionally be expected to perform work that is not part of your normal routine or job description, including for other (End) Clients who are not originally named in the employment contract. You do not work on the basis of an exclusive assignment.
4. You must comply with official company and other regulations, safety regulations and rules of conduct in force at both Yellowstone and at the (End) Client.
5. While performing the work, you are obliged to wear the work clothes and/or protective equipment provided by the (End) Client.

6. At the (End) Client's first request, you will cooperate with an audit in the context of recipients' liability, and comply with the CBA and the mandatory pension funds by providing written information.
7. Yellowstone may require you to follow training that is necessary for the performance of the job and, in so far as such can reasonably be expected of you, for the continuation of the employment contract if your position is eliminated or you are no longer able to that position. 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 contract at your own initiative or because of your own actions. Yellowstone determines the repayment scheme and reserves the right to set off the costs against the payment of wages or other remuneration, in so far as permitted by law, and/or to deduct the costs from any transition allowance due.
8. Yellowstone is your exclusive point of contact with regard to everything that relates to your employment, such as:
  - your salary and other terms and conditions of employment;
  - applications for holiday leave and other types of leave – to be determined in consultation with the (End) Client;
  - questions about your payslip, the CBA, and other matters relating to your employment contract;
  
  - reporting in sick and reintegration, which must always be reported to Yellowstone within the term set for that purpose in accordance with the applicable procedure and to the person or department designated for that purpose.
  - your performance, the assessment thereof and the consequences related thereto or the imposition of any disciplinary or other measures;
  - training and education.
9. You are prohibited from accepting or soliciting any commissions, compensation, reimbursements or gifts, either directly or indirectly, in any form whatsoever, from third parties, including the (End) Client, in connection with the performance of your job. The above does not apply in so far as ordinary business gifts of minor value are concerned, regarding which you are obliged to discuss with Yellowstone or the (End) Client.
10. 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. The (End) Client is responsible for, and therefore, liable with regard to, the working conditions in the workplace.
11. You are not allowed to share the substance of the employment contract, this Personnel Handbook, payslips or other matters relating to your employment, Yellowstone and/or (End) Clients, with third parties without Yellowstone's permission. The above will not apply if other agreements have been made in this respect between you, the (End) Client and Yellowstone.
12. You must strictly comply with any instructions, protocols and/or hygienic regulations imposed by Yellowstone and/or the (End) Client, and/or specific industry and business measures relating to the outbreak of the COVID-19 virus (also referred to as "Corona") or any other similar viruses/illnesses. The measures imposed by the National Institute for Public Health and the Environment (RIVM) or any other government authority to counter the spread of the corona virus or any other virus/illness are determinative in this respect, and you must comply with these to the extent possible. Any protective equipment prescribed by the (End) Client in this context must be used correctly at all of the (End) Client's locations. This includes but is not limited to:

- hand sanitisers;
  - face masks;
  - using paper tissues when blowing your nose, and immediately disposing of the tissue;
  - using plastic partitioning/partition walls;
  - and/or showing upon request the government-mandated QR code via the CoronaCheck app, all this in so far as enquiries to that end are permitted by law and in so far as other protective measures provide insufficient protection.
13. If Yellowstone and/or the (End) Client is obliged or authorised by law or regulation to stipulate and apply a 2G or 3G policy, you will be obliged to cooperate with same at the first request and instruction. 2G means that employees who are not vaccinated against COVID-19 can no longer receive a QR code after a negative COVID-19 test. When a 2G policy is applied, a QR code can only be obtained when you are fully vaccinated against COVID-19 or when you are fully recovered from a COVID-19 infection. 3G means that you can obtain a QR code when you are fully vaccinated against COVID-19, are recovered from a COVID-19 infection, or have tested negative for COVID-19 in the 24 hours before the start of the work. If 2G or 3G are defined differently by law or regulation, the definition used in the laws and regulations applicable at that moment will apply. If you do not cooperate with the 2G or 3G policy as determined, Yellowstone and/or the (End) Client will be authorised to take further legal action, including but not limited to the right to deny access to the work without being obliged to continue to pay wages, and Yellowstone will be entitled to end the employment contract early – e.g. by applying to a Subdistrict Court for leave to terminate, by seeking permission to terminate from the Employee Insurance Agency UWV (UWV) or by termination by mutual consent. Your privacy will be taken into account in all circumstances.
14. Yellowstone and/or the (End) Client is/are entitled to impose conditions on access in the event of a virus/illness outbreak, such as but not limited to COVID-19. This will only be the case if Yellowstone and/or the (End) Client or (End) Clients have no other option available for achieving the goal in question. If the goal cannot be achieved by other means, Yellowstone and/or the (End) Client can demand rapid tests or tests for Corona to be performed by an independent and competent third party, i.e. a company physician or other physician or the Municipal Health Service GGD, prior to the start of the work, or at least before the start of the work, as indicated. If you refuse to cooperate with such a test, Yellowstone and/or the (End) Client will be authorised to deny you to perform work and, in that event, you will be not entitled to your salary. The time in which you take the test and await your results (referred to below as the "testing time") is not considered work or working hours because you have not started performing the stipulated work. Yellowstone and/or the (End) Client will also not consider this work or working hours. You will also refrain from performing the work before the scheduled time and, therefore, you are not required to remain available during the time you are taking the test and waiting for the test result. You are not in any other way objectively limited to spending the testing time on your personal and social interests and you are allowed, for example, to drink coffee, make private use of the Internet, conduct private phone calls or even leave the location, as long as you start performing the work with a negative test in good time. If and in so far as, for whatever reason and on whichever basis testing time qualifies as work or working hours, the wages you receive and have stipulated to will include the wages for the testing time. You are under no condition entitled to payment of wages or payment of any other compensation for the time spent on a rapid or other test, as referred to in this clause, regardless of the result. The result of the rapid or other Corona test will only be provided to you. The result will not be processed by us or the (End) Client. You are obliged to share the test results of the rapid or other Corona test with a company physician or physician to be designated by us, or with the GGD if the test was performed by the GGD. You can always refuse to



show the results of your rapid or other Corona test to Yellowstone and/or the (End) Client.

15. In situations in which a negative test result is a condition to be allowed access to your work, the following applies: In the event of a positive test result and/or if you refuse to show the results of the test, you will not be allowed access to the workplace to perform work. If you refuse to show the results of your rapid or other Corona test, you will not be entitled to any salary. If you have a positive Corona test and you are ill or incapacitated for work, the regulations as included in the temporary employment contract/employment contract, Personnel Handbook and the CBA will apply.
16. If you are unclear about which regulations apply and/or which protective equipment must be used, you must consult your supervisor.

### **Clause 6. Work Location**

1. You will perform your work at the (End) Client's location as stipulated in the Schedule.
2. If need be, you may have to perform your work somewhere other than the aforementioned location, unless this cannot be expected of you due to special circumstances.
3. You always perform your work in Dutch territory. You are not allowed to perform work outside Dutch territory without prior permission from Yellowstone. This also includes working from home/working remotely from abroad. If – for whatever reason – you are requested by the (End) Client to perform work outside Dutch territory, remotely or otherwise, you will be required to inform Yellowstone of this immediately.

### **Clause 7. Time sheets**

1. The Schedule will show how you must account for the hours you have worked.
2. You must submit your time sheets correctly and in a timely manner to prevent any delays in payment. You will bear the risk and expense of any failure to follow instructions correctly or incompletely with regard to your time sheets. Yellowstone only pays wages for the hours that you have performed correctly in accordance with the instructions regarding the time sheets and in so far as the (End) Client has approved the hours.
3. If you qualify for a tax-free or other allowance for expenses for commuting between home and work, the following applies: Travel expense reimbursements (currently EUR 0.19 per kilometre driven) are not subject to tax. You must indicate, either on the time sheet or in an e-mail, how many days you have actually travelled. You will only receive an allowance for the days you have actually travelled, all this with due observance of tax laws and regulations. If no travel days are reported on the time sheet or in a separate e-mail, no allowance will be paid (also not retroactively).

### **Clause 8. Salary payment if you are paid on a disposable income basis**

1. The Schedule indicates whether your pay is based on an amount of “disposable income” or based on an amount of “gross wages”. Under the CBA, you are entitled to receive the User Company Remuneration. This amount in User Company Remuneration is confirmed for you in the Schedule. If you are paid based on an amount of disposable income, the components of the User Company Remuneration will be paid from this disposable income. If you are paid based on an agreed amount of gross wages, then any other remuneration components that apply based on this User Company Remuneration are confirmed for you in the Schedule.
2. If you are entitled to a home working allowance as a result of the applicable User Company Remuneration, then up to the maximum amount allowed by the tax office ( € 2.00 per day in 2022) will be paid in net to you as an untaxed home working allowance.
3. If you are paid based on an amount of “disposable income”, paragraphs 4 through 8 of this clause

apply. By signing the Schedule that states the amount in disposable income, you are explicitly agreeing to this system.

4. You are employed by Yellowstone, you perform your work at the (End) Client. When your assignment begins, we agree a rate for you with our client. The amount of your disposable income is equal to this rate times the number of hours worked. Yellowstone reserves the right to adjust this rate at the request of the (End) Client.
5. Without exception, all costs that Yellowstone incurs in connection with your employment are paid out of this disposable income. Yellowstone incurs costs that relate to your work at the (End) Client. These include, but are not limited to, the costs associated with:
  - providing a net salary calculation;
  - preparing, generating and providing payslips;
  - consulting with you regarding the work processes and pay;
  - withholding the necessary taxes and contributions and paying them to the Tax and Customs Administration;
  - meeting various formalities relating to, for example, registering sick leave, preparing employer's statements, settling wage garnishments (if any) and applying for tax rulings.

Incidentally, Yellowstone outsources these activities to Yellowstone International B.V., which invoices Yellowstone for the corresponding costs. These invoices are paid from the disposable income before your gross salary is calculated.

6. You also incur costs while performing the work, including those associated with travelling (including commuting), training, relocation costs, professional literature, public transport, and international school fees. Yellowstone reimburses you for these costs (within the statutory limits) from the disposable income each month after receiving your expense claims.
7. Therefore, and in part based on paragraphs 5 and 6, the following costs are first paid from the disposable income:
  - Yellowstone's social security contributions
  - sick leave insurance
  - Yellowstone's fee
  - reserve for holiday leave
  - social fund
  - Yellowstone's pension costs
  - your net expense allowance
  - costs relating to the occupational health and safety service
8. We reserve/set aside your holiday allowance, transition allowance and any pension contributions you must pay from the balance of the disposable income remaining after deduction of the expense allowance and the net payments to you, that being your gross salary. What remains is the taxable salary on which payroll tax is calculated and withheld.
9. Each month, you will be paid a part of the transition allowance referred to in Articles 7:673 and 7:673a DCC in addition to your salary, as a result of which no transition allowance will be due at the end of your employment at Yellowstone, at least for the part of transition allowance you have already received. You agree to the inclusion of the transition allowance in the monthly salary by signing the employment contract and the accompanying Schedule. There will never be a repayment obligation for transition allowance already received.
10. You will be reimbursed for incidental costs you incur at the (End) Client's request in the performance of your work (i.e. direct expenses), but only after you obtain the (End) Client's

permission for such. 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 supporting documentation and proof of payment. You will not be compensated in the absence of such documents or in the absence of the (End) Client's permission. If, for whatever reason, you are directly reimbursed for the costs you have incurred, you must report that fact immediately to Yellowstone in writing.

11. The sum of the net salary, the compensation for the transition allowance and the expense allowance will be deposited into the IBAN account number you provided to us. You agree to having your salary breakdown provided digitally.
12. You will receive a complete financial breakdown covering everything from disposable income to net salary both prior to concluding the employment contract and each month with your salary payment. You are entitled at all times to a complete and clear breakdown and verification of all costs deducted from the 'rate' in accordance with the employment contract.
13. 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 Placement of Personnel by Intermediaries Act (Dutch: *Wet allocatie arbeid door intermediairs*) (Waadi).

**Clause 9. Expense allowance if you are paid on a gross salary basis**

1. You will be reimbursed for incidental costs you incur at the (End) Client's request in the performance of your work (i.e. direct expenses), but only after you obtain the (End) Client's permission for such. 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 supporting documentation and proof of payment. You will not be compensated in the absence of such documents or in the absence of the (End) Client's permission. If, for whatever reason, you are directly reimbursed for the costs you have incurred, you must report that fact immediately to Yellowstone in writing.

**Clause 10. Pay increase**

1. The pay you receive so far exceeds the level dictated by the CBA that the excess amount can be considered a positive deviation from that agreement. For that reason, you are not entitled to any pay increases arising from the CBA.

**Clause 11. Working hours and rest periods**

1. You are subject to the (End) Client's regulations regarding working hours and rest periods. The (End) Client may establish a non-standard schedule in consultation with you.
2. Working hours will be established in mutual consultation.
3. Yellowstone and/or the (End) Client are authorised to change your working hours after the work begins.
4. You are obliged to work overtime if Yellowstone and/or the (End) Client determine such is necessary. Unless agreed otherwise beforehand, overtime will be considered to be included in your salary.
5. You must commence work promptly at the scheduled time.

**Clause 12. Holiday leave and public holidays**

1. You accrue holiday leave in accordance with the CBA, meaning that you accrue 16 2/3 hours for each full month worked or a proportionate number of those hours if you do not work a full month.
2. If you work fewer than 40 hours per week, the leave referred to in paragraph 1 is accrued pro rata.

3. You must consult with and receive permission first from the (End) Client and then from Yellowstone before you can take holiday leave.
4. If the (End) Client for which you work closes for business or imposes collective holiday leave during a certain period, you must take your holiday leave in that period.
5. When you take holiday leave, you must report this on your time sheet in accordance with Clause 7.
6. Yellowstone will continue to pay the actual wage on public holidays on which work is not performed due to that public holiday, in accordance with the provisions of the CBA.

**Clause 13. Sick leave**

1. If you are unable to perform your work due to illness or injury, you must adhere to our Sick Leave Policy as found in Appendix 1.
2. Unless agreed otherwise, the employment contract will not be considered as having been immediately terminated should you be declared incapacitated for work.
3. The CBA provisions on incapacity for work apply in such cases.

**Clause 14. Pension**

1. In so far and as soon as you meet the conditions for doing so, you will become a member of the Pension Fund for Personnel Services (Dutch: *Stichting Pensioenfonds voor Personeelsdiensten*) (StiPP), .

**Clause 15. 30% ruling – knowledge migrant**

1. If a 30% ruling 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 (the ‘Addendum to contract of employment’) will be agreed which will constitute an integral part of your employment contract.
2. If you are classified as a knowledge migrant, you are in principle entitled to receive at least the wage equal to the minimum salary for knowledge migrants as agreed in your employment agreement and in accordance with Dutch law related to knowledge migrants, as long as you perform your work activities and as long as you will be classified as a knowledge migrant. However, there may be circumstances that the salary criterion for highly skilled migrants is not met, although the employment agreement will not be terminated. This is, for example, but not exclusively, the case if you are incapacitated for work due to illness or if you are on leave (such as pregnancy and maternity leave or care leave), in which situations Yellowstone will only pay wages in accordance with the law and/or the CBA. Yellowstone reserves the right to pay wages only in such circumstances - as required by law - and to report the IND that the salary criteria no longer will be met, due to these circumstances.

**Clause 16. Rules of conduct**

1. You must avoid situations in which your own interests conflict with those of Yellowstone and/or the (End) Client.
2. You must adhere to the highest possible standards of integrity and you must not be complicit in any activities, practice or conduct – including, but not limited to bribery, corruption, etc. –that might harm your own integrity or that of Yellowstone or the (End) Client.
3. Any use of e-mail or the Internet in the context of your work is subject to the following rules, without prejudice to the (End) Client’s own rules:
  - a. You may not use e-mail or Internet services for private purposes. If you receive messages that are unrelated to the business, you must ask the sender to stop sending such messages immediately.

- b. The Internet or e-mail may not in any event be used during working hours to:
    - visit profile websites/social media websites (such as but not limited to Instagram, Facebook, LinkedIn, Twitter, WhatsApp) that allow you to maintain 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 alter 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 at a and b.
4. 4. You must adhere to/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 (End) Client(s), colleagues and/or Yellowstone's business contacts, even in your private time.
  - c. You may not perform activities on social media that could potentially harm Yellowstone, the (End) Client(s), colleagues and/or Yellowstone's business contacts.
  - d. You may not engage in activities on social media that are improper, 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 may conflict with the above or may otherwise harm Yellowstone, the (End) Client, colleagues and/or Yellowstone's business contacts, report it immediately to Yellowstone.
  - g. If you act contrary to the provisions of this subsection, the interests of the company and/or the generally accepted standards and values, Yellowstone will take measures depending on the nature and severity of the offence. These measures are those provided for by employment law, such as a disciplinary measure (mandatory leave of absence with full pay), a written warning or termination of the employment contract, including dismissal with immediate effect.
5. The Employee may not:
- a. leave his workplace without his supervisor's permission;
  - b. have private telephone conversations during work, regardless of whether or not he uses his personal phone. The Employee's supervisor may exemption the Employee from this prohibition on a case-by-case basis;
  - c. produce, or cooperate with others to produce, publications of any kind regarding the (End) Client without the (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 departments other than the one where he works unless his activities require him to do so;
- f. consume beverages and/or food on the premises outside the areas designated for that purpose;
- g. smoke during working hours, except during breaks, or smoke in areas that are not designated smoking areas;
- h. take the (End) Client's property off the (End) Client's premises without the (End) Client's written consent;
- i. make recordings in the (End) Client's plants or offices, or anywhere else on the (End) Client's premises using video, film or photo cameras without the (End) Client's prior written consent.

### **Clause 17. 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 their mutual business contacts 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 may harm Yellowstone and/or the (End) Client. For that reason, we ask you to maintain confidentiality.
2. You are not permitted to share with third parties any information you know and/or documents in your possession regarding Yellowstone, the (End) Client or their business contacts, or any other matters. This also applies to information you may have about employees of Yellowstone and/or the (End) Client.
3. This duty of confidentiality applies both during your employment and after your employment ends.
4. If it is necessary to provide information as described above to a third party, or if you are asked by a third party, including the press, to do so, you must inform Yellowstone and/or (End) Client of this in a timely manner and request permission to do so.
5. You are obliged to sign a separate non-disclosure agreement (Dutch: *geheimhoudingsverklaring*) if the (End) Client so requests.

### **Clause 18. Documents and company property**

1. You may not possess or retain any documents and/or data carriers which relate to the (End) Client's business that have been made available to you in the context of your work except to the extent that, and only for as long as, such is required for the performance of your work for the (End) Client. If you are suspended, on sick leave and/or subjected to a mandatory leave of absence with full pay, as well as upon termination of your employment, you must return such documentation and/or data carriers and/or business property in good condition to the (End) Client by no later than the last day you are at work.
2. Until you have returned all company property, Yellowstone may decide, at its own discretion, not to proceed to pay a final settlement, or, if Yellowstone proceeds to pay the final settlement, to set off or withhold against any final settlement the amounts, loss and/or penalties you owe to Yellowstone as a consequence of your violation of any obligations.

### **Clause 19. Intellectual property**

1. All intellectual and industrial property rights, including copyrights, trademark rights and patent rights, to publications and other works you produce or modify in the context of performing your

work at 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 the work you have performed in the Netherlands or elsewhere that may give rise to intellectual property rights, including but not limited to inventions, computer programmes, work processes and presentations in the field of industrial design.
3. To the extent such rights do not accrue to the (End) Client by law and/or contract, you must transfer the intellectual property rights in the Netherlands and elsewhere to the (End) Client as quickly as possible.
4. Your salary also compensates you for the fact that intellectual property rights do not accrue to you and the fact that you must transfer the intellectual property to the (End) Client to the extent necessary.
5. Should a dispute arise between you and the (End) Client regarding intellectual and/or industrial property rights, the (End) Client will be presumed to be the rightholder, unless you provide evidence to the contrary.
6. To the extent permitted by law, you waive the personality rights referred to in Article 25 of the Copyright Act.
7. You are required to sign any Intellectual Property Rights declaration provided by the (End) Client.

#### **Clause 20. Ancillary 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 or operate a business on your own behalf.
2. The prohibition stated in paragraph 1 applies to work performed for third parties only when the ancillary activities represent competition for Yellowstone and/or the (End) Client, when they harm the good name of Yellowstone and/or the (End) Client, or when they compromise your normal work performance.
3. This article does not affect any non-competition and/or non-solicitation clause(s) agreed between the parties.

#### **Clause 21. Duty to provide proof of identity**

1. The law subjects you to a duty to identify yourself while at work. The Social Affairs and Employment Inspectorate (SZW Inspectorate), the Aliens Police (Dutch: *Vreemdelingenpolitie*), the 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 by means of 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.

#### **Clause 22. Processing of personal data**

1. Yellowstone will treat the personal data you provide as confidential. In so far as such is necessary, you hereby grant permission to Yellowstone to process these data within the meaning of the General Data Protection Regulation (GDPR) or related laws and regulations, to exchange them within Yellowstone and to provide them to the (End) Client and other third parties in so far as necessary in view of the conclusion and performance of the employment contract.
2. Yellowstone's privacy policy is based on the GDPR and will be provided to you at your first request.
3. In the context of the tripartite relationship, you assent to Yellowstone and the (End) Client exchanging information on your performance and in the context of the employment relationship with you.

4. The personal data are managed by the board or by the employees designated for that purpose. They treat all information as confidential. All personnel files are managed centrally and digitally.
5. The personnel files contain information on recruitment and selection, applications and appointments. Information regarding performance and assessment, sick leave, salary development, training and education is also kept. Each processing of personal data is recorded in the processing register and you can consult this register at any time.
6. With regard to your personnel file, you are entitled to inspect it, copy parts thereof, and demand rectification or erasure of any incorrect information. On the basis of the GDPR, and in accordance with the conditions set therein, you have the following rights:
  - to request access to your personal data;
  - to rectify incorrect personal data;
  - to rectify incomplete information;
  - to have your personal data erased in certain circumstances;
  - to have the processing of your personal data be "restricted" in certain circumstances;
  - to object to the processing of your personal data in certain circumstances;
  - to acquire and transfer your personal data in certain circumstances;
  - to lodge a complaint with a supervisory authority;
  - to be informed by Yellowstone immediately when a personal data breach has occurred that most likely entails a high risk for employee rights and freedoms, unless Yellowstone is not obliged to do so on the basis of the applicable laws and regulations.
7. In certain circumstances, Yellowstone may have the right to reject a request. In that event, Yellowstone will explain the rejection.
8. Upon termination of employment, your personnel file will be emptied and the contents thereof will be deleted, except for the employment contract, the notice of termination, and all data that must be retained by law or pursuant to regulations.
9. Yellowstone will only surrender your personal data to third parties in so far as necessary pursuant to the employment contract and the related rights and obligations, on the basis of statutory obligations or after obtaining your written permission to that end. Yellowstone endeavours to safeguard the confidentiality of your personal data and is also responsible to you in this with respect.
10. To the extent necessary, you hereby grant Yellowstone permission to process these data within the meaning of the GDPR and provide them to third parties should this be necessary for the conclusion and performance of the employment contract and statutory obligations, including but not limited to the UWV, the Tax and Customs Administration and the organisations that handle insurances.
11. To the extent applicable, you also grant permission to process data regarding designation as a disabled worker in the context of the Disability (Reintegration) Act and Article 29b of the Sickness Benefits Act.

### **Clause 23. Changes in your personal details**

1. If changes occur in your personal situation which are relevant to your employment contract, you must notify Yellowstone of these changes within five business days. These include changes in address, marital status, family composition, employment history and – if you are a foreign national – residency status, as well as whether you are on sick leave. You are required to submit the necessary evidence of such changes.



**Clause 24. Data Breaches (Reporting Obligation) Act**

1. You are required to comply with all the (End) Client's guidelines and protocols regarding IT security when you are granted access to the (End) Client's systems (which is only allowed with the permission of the (End) Client).
2. If you must process personal data – even indirectly – for your work or if you are privy to personal data, you are required to report any data breach or security breach directly to Yellowstone and/or the (End) Client. You are required to fully inform Yellowstone and/or the (End) Client of the incident by phone and in writing by e-mail 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 mitigate the incident and prevent its recurrence.

**Clause 25. Penalty clause**

1. If you violate Clauses 5, 16, 17, 18, 19, 20, 21, 23, and/or 24 of this Personnel Handbook, you will have to pay a penalty to Yellowstone. The penalty will personally benefit Yellowstone. The penalty will amount to EUR 7,500.00 (in words: seven thousand five hundred euros) per violation. The penalty will be immediately due and payable, without any notice of default or other prior statement being required. The penalty will be due and payable without prejudice to Yellowstone's other rights pursuant to the law or the employment contract, including at least the right to specific performance of the employment contract and the right to claim damages at law instead of the penalty. This penalty clause explicitly deviates from Article 7:650(3)-(5) DCC.

**Clause 26. Disciplinary measures**

1. In the event of a failure to perform or violation of the Personnel Handbook, the employment contract, or other applicable requirements, Yellowstone may, without prejudice to the liability to pay any specific penalty, take the following disciplinary measures:
  - a) reprimand;
  - b) suspension, possibly without pay;
  - c) change of position (including transfer and demotion), possibly with a pay reduction;
  - d) dismissal (possibly with immediate effect).
2. In determining the penalty, Yellowstone will take into account the gravity of your conduct and the specific circumstances of the case.
3. The measures of suspension, and initiation of dismissal proceedings may be taken simultaneously.
4. If Yellowstone is of the opinion that an investigation is required to establish the facts before one of the disciplinary measures stated in paragraph 1 can be taken, the employee may be subjected to a mandatory leave of absence with full pay pending the decision to be taken. If Yellowstone then decides to initiate dismissal proceedings, Yellowstone may extend the mandatory leave of absence with full pay until the end date of the employment contract, or convert it into a suspension until the end date of the employment contract.
5. Acts committed against the (End) Client which constitute a compelling reason for terminating the assignment will also constitute a compelling reason for your dismissal by Yellowstone.

**Clause 27. Final Provisions**

1. Should a situation arise for which the Personnel Handbook makes no provision, Yellowstone will decide the matter – in consultation with the (End) Client.
2. Any request for a change of position, working hours, terms and conditions of employment or working conditions will be assessed in the context of the tripartite relationship between you, Yellowstone and the (End) Client. This means that Yellowstone can only grant such a request when

both its own business interests and those of the (End) Client do not preclude it.

3. This Personnel Handbook was adopted in the Dutch language and may be translated into another language. In the event of a conflict between the Dutch-language version and any translation, the Dutch-language version will prevail.

## **Appendix 1: Sick leave policy**

In accordance with the Eligibility for Permanent Incapacity Benefit (Restrictions) Act, you and Yellowstone are both responsible for the speediest possible recovery in the event of incapacity for work due to illness. The provisions of the CBA regarding illness and incapacity for work apply.

### **1. Reporting sick**

If you are ill, you must report this to Yellowstone by personal e-mail before 9 a.m. If you do this after 9 a.m., the next day will be considered your first day of sick leave. Only if you are completely unable to contact Yellowstone yourself can someone else report you sick on your behalf.

If you leave work because you are ill, you must report this to your supervisor immediately in person and to Yellowstone by e-mail.

A sick report should include:

- the reason for the absence – no medical data/information;
- the expected duration of the incapacity for work;
- the address and telephone number of the place where you are being treated or recovering;
- when you report sick from an address other than your home address, you must disclose the actual address, telephone number and, if applicable, the name of the doctor treating you;
- whether the incapacity for work can be attributed to another person or third party. In so far as applicable, you are obliged to provide all the necessary information in order for Yellowstone to recover its loss or harm, if possible, from this third party.

### **2. Accessibility**

During the first week of sick leave, you must be available by phone and you must be available continuously for visits by the company doctor at the address where you are being treated. In the event of long-term illness, you can consult the company doctor to agree fixed times when you will be available at the address where you are being treated. If contact is repeatedly refused, or Yellowstone does not have the correct data to maintain contact, further disciplinary measures will be imposed, including but not limited to a reduction in pay or, in the case of repeated violations, dismissal, possibly with immediate effect.

If you are unable to open your own front door, you must ensure that someone is home who can do that for you. If the doorbell does not work, you must state clearly how you can be reached, for example, by leaving a note on the door.

### **3. Information provision and leave**

You have to provide information on the course of your incapacity for work. You must do so at Yellowstone's request but also of your own accord. If something changes in your sick report, you must report this to Yellowstone and the company physician immediately.

If you want to go travelling or wish to take leave in the period in which you are incapacitated for work, you must obtain prior written approval from Yellowstone and the company physician.

#### **4. Call by company physician**

- a. After the first contact in the first week of sick leave, you will discuss how contact will be maintained and how frequently. This could mean that you will be called by your company physician.
- b. You are required to provide the occupational health and safety service designated by Yellowstone with all the relevant information about the absence. If you are unable to do so yourself because of your health problems, this can also be done by a family member or carer.
- c. You must comply with any call from the company physician and/or Yellowstone to visit the company physician during consultation hours. If you have a valid reason for missing an appointment (e.g. being bedridden), you must report this to Yellowstone immediately. Yellowstone will then determine whether the reason is well-founded and the consultation can be rescheduled. This obligation does not apply in the event of resumption of work or in the event of a visit to the attending physician. In the latter case, you must immediately inform the company physician. If you do not cancel the appointment with the company physician on time, you will be charged for the costs of the consultation. By signing this document you agree that these costs will be deducted from or settled against your salary and other emoluments, with no amounts being deducted from or settled against your statutory minimum wage.
- d. You can request the company physician to consult another company physician if you have any doubts about the correctness of the opinion given by the company physician. The company physician that gave you the opinion will, upon request and after consultation with you, call in another company physician as soon as possible, unless there are compelling arguments against doing so, and the company physician who has given the opinion informs you of this with reasons. The other company physician to be consulted may not be employed by the occupational health and safety service or the company or establishment where the company physician who has given the initial opinion is employed.
- e. The company physician has a complaints procedure. You can request a copy of this from Yellowstone.

#### **5. Medical examination and recovery**

It is in your best interest to seek treatment from a general practitioner or occupational health and safety physician within a reasonable term and to follow their instructions. You have a reasonable obligation to cooperate with those activities that are aimed at recovery and a speedy return to work. These include occupational therapy, training and rehabilitation (including partial return to work and work adjustment).

You must refrain from any behaviour that impedes or delays your recovery. This includes sports, holidays, chores in and around the house, participating in festivities and performing work in general. If you are of the opinion that certain work or activities do not impede or rather promote your recovery, you must request prior permission for this from the company physician. Carrying out activities or work as referred to in the previous sentence without the permission of the company physician will result in a disciplinary measure, which may include the issue of an official warning and/or discontinued payment of wages and/or dismissal with immediate effect.

#### **6. Provisions on long-term absence**

- a. If you have been ill for at least six weeks, and the occupational health and safety service has concluded that there are possibilities for you to return to work, you are obliged to draw up a recovery and rehabilitation plan in consultation with Yellowstone. The opinion of the occupational

health and safety service on the possibilities for recovery and work resumption will form the basis for the action plan.

- b. You are obliged to follow the agreements laid down in the action plan.
- c. You are obliged to regularly evaluate and, if necessary, adjust the action plan in consultation with Yellowstone.
- d. Yellowstone will do everything in its power to have you return to work as soon as possible.

## **7. Performing work**

During your incapacity for work, you may not perform work, except in so far as the company physician is of the opinion that you are able to do so and it concerns work offered to you by or on behalf of Yellowstone. The work offered will be determined in consultation with the occupational health and safety service.

## **8. Resumption of work in case of recovery**

You must notify your Yellowstone of your recovery no later than the day prior to the day on which you are able to resume work following a full or partial recovery. The above also applies if you are not obliged to perform work on the day after the recovery notification because of a holiday, leave or part-time employment.

## **9. Staying abroad**

The above procedure also applies in the event of a short-term stay abroad, for holiday or work. In the event of illness during a stay abroad, you must report this immediately to Yellowstone. At Yellowstone's first request, you must visit the occupational health and safety service/company physician and start the rehabilitation activities in the Netherlands. If and in so far as the health complaints prevent you from returning, you must visit a physician appointed by the Yellowstone in the country where you are staying at the time of reporting ill, all this in so far as you have visited a local physician for a medical declaration that you cannot travel back to the Netherlands to visit the company physician. After your return, you must immediately contact Yellowstone and the occupational health and safety service/company physician.

If the stay abroad has to be extended due to illness or incapacity for work, a medical declaration stating that you are unable to travel, issued by a physician, must be sent to \*\*Yellowstone every two weeks, or in any event at the company's first request. In this context, Yellowstone is free to appoint a physician in the country where you reside at the time of reporting ill. You expressly agree that the declaration issued by the physician designated by Yellowstone will always prevail.

## **10. Holidays**

When applying for holiday leave – also during illness – you will need to ask the company physician and Yellowstone for permission. These days are regarded as days of leave.

You can only take holiday leave with the permission of Yellowstone and the (End) Client. If we consider your position to be essential for the company and your absence would pose a serious risk to the continuity of the company for which you work, we have the right not to consent to your requested holiday leave / leave of absence.

### **11. Pregnancy**

Pregnancy must be reported to Yellowstone. In case of pregnancy, you must provide a signed declaration of pregnancy from the attending physician or midwife upon request. In connection with the sickness benefit from the UWV, when you report sick you must indicate whether it is related to pregnancy. If this is not reported in time, the UWV may impose a sanction on you.

### **12. Disputes**

If you do not understand or disagree with a decision by the occupational health and safety service, please report this to Yellowstone and to the occupational health and safety service. If the company physician or labour expert of the occupational health and safety service upholds the decision, you can request an expert opinion from the UWV. The company physician or labour expert will indicate how and where you can reach the UWV. You have the right to request an expert opinion as to your ability to perform work due to illness, suitable work, rehabilitation efforts of Yellowstone and your rehabilitation efforts.

### **13. Application for WGA benefit**

For two years (104 weeks), you and Yellowstone must make every effort to get you back to work. The UWV, in its role of 'gatekeeper', assesses whether both parties have made sufficient efforts for this rehabilitation. For this assessment, the UWV checks the rehabilitation report. If the UWV is of the opinion that Yellowstone and/or you have made too little rehabilitation efforts, this will have financial consequences for the negligent party/parties.

At the following times, Yellowstone will draw up documents which together will comprise the rehabilitation report to be assessed by the UWV:

Week 6:            Problem Analysis

No later than six weeks after the first day of your incapacity for work, you will be called in for a consultation with the company physician to determine your possibilities for rehabilitation, which will be recorded in the Problem Analysis. You will discuss the file and the rehabilitation process with your Yellowstone contact.

Week 8:            Action Plan

No later than in the eighth week of your incapacity for work, Yellowstone will consult with you and draw up an Action Plan for rehabilitation on the basis of the Problem Analysis. This Action Plan contains the agreements made and the procedures for a speedy recovery to realise the rehabilitation.

Every 6 weeks: Adjustment of the Action Plan

The implementation of the Action Plan drawn up must be discussed at least once every six weeks. This discussion and any new agreements are then recorded in the Adjusted Action Plan, which must be signed by both you and Yellowstone.

Week 44: First-year Evaluation

After the first year of the incapacity for work, a First-year Evaluation will be completed and signed by both you and Yellowstone.

Week 87: WIA application forms

If you have not fully recovered, you will receive application forms for a WIA benefit from the UWV. Together with Yellowstone, a rehabilitation report will be drawn up based on the rehabilitation file. You will receive the relevant medical information from the company physician. You must return this, together with the application forms, to the UWV no later than in the 93rd week. The UWV uses these documents to assess whether you and Yellowstone have made sufficient rehabilitation efforts.

**14. Illness after leaving the employment of Yellowstone**

- a. If you fall ill within four weeks of the end of your employment and at that time are not working for another employer or have not received unemployment benefit, you must report this immediately to Yellowstone in accordance with the illness reporting procedure set out above.

**15. Exclusion of continued payment of wages and liability**

- a. If you do not cooperate in time, correctly and fully, or act contrary to the content of the clauses in this absenteeism protocol, Yellowstone will be entitled to suspend and/or discontinue the continued payment of wages in whole or in part. In addition, in the event that one or more of these control regulations are violated, Yellowstone may take more far-reaching measures, including the issue of an official warning and, if necessary after that, dismissal with immediate effect or at least termination of the employment.
- b. In addition, if you do not cooperate in time, correctly and fully with the content of the clauses in this absenteeism protocol, you will be liable for all loss incurred by Yellowstone as a result and Yellowstone will be entitled to recover the costs and loss from you.

**16. Quarantine and COVID-19**

Always follow the latest advice from the RIVM and the national government, as disclosed via, among other things:

[www.rivm.nl/en](http://www.rivm.nl/en)

<https://www.government.nl/>

<https://www.rivm.nl/en/coronavirus-covid-19/quarantine-and-isolation>

<https://www.rijksoverheid.nl/onderwerpen/coronavirus-covid-19/nederlandse-maatregelen-tegenhet-coronavirus/gezondheidsadviezen>

<https://www.netherlandsworldwide.nl/>

<https://www.government.nl/topics/c/coronavirus-covid-19/visiting-the-netherlands-from-abroad/self-quarantine>

- Keep a distance of 1.5 metres from others, even in private. By keeping a distance of 1.5 metres, people are less likely to infect each other. This applies to everyone: on the street, in shops or other buildings, even if you have a vital position. Although people who are part of the same household do not have to keep a distance of 1.5 metres, do follow the government's advice on this, too. If you are having difficulties keeping a distance of 1.5: avoid this place!

- Wash your hands regularly. Wash your hands for 20 seconds with soap and water, and then dry them thoroughly. Do so before you go out, when you come home, after blowing your nose, and of course before you eat and after going the bathroom.
- Always cough and sneeze into the inside of your elbow.
- Avoid crowds: leave when it gets busy. In groups, the virus can spread easily, and that makes it more difficult to trace the source and contacts.
- Travel outside rush hour as much as possible.
- Use paper tissues to blow your nose and throw them away afterwards. Then wash your hands.
- Do not shake hands.
- Keep yourself healthy.

You have to go into quarantine (i.e. staying at home, not travelling or going to another location in the Netherlands and following the guidelines of the (Dutch) government and RIVM) when:

- a. someone in your household has tested positive for COVID-19, or you have had close contact with an infected COVID-19 patient, as a result of which you must also go into quarantine; or
- b. you have been in a country/area designated as a COVID-19 risk area and you must go into quarantine as a result. With regard to COVID-19 and travelling, please refer to the 'Travelling Safely' instruction. We recommend that if you are going on holiday, you seriously consider not travelling abroad. COVID-19 is so volatile that the world can change from one moment to the next. Keep in mind that in the event of illness caused intentionally, you are not entitled to continued payment of wages pursuant to the law.

What to do when you have to go into quarantine and what rules apply?

- In the event that you are obliged to go into quarantine, you must immediately report this by sending an e-mail to [illness@yellowstone.nl](mailto:illness@yellowstone.nl).
- You must submit a declaration from the company physician/physician/Municipal Health Service GGD to the e-mail address [illness@yellowstone.nl](mailto:illness@yellowstone.nl) showing that you have to go into quarantine. It is important that you state when you were last in contact with the person referred to at a. because that is when your quarantine obligation starts. You will then follow our instructions.
- The COVID-19 crisis is regarded as an unforeseen circumstance. It is an exceptional circumstance that does not fall within your or Yellowstone's control. In the un hoped for event that you are required to go into quarantine, the first five business days spent in quarantine will be deducted from your days' leave in excess of the statutory leave or, if you have no more days' leave in excess of the statutory leave, you will agree to take five business days of unpaid leave, calculated from the time your quarantine begins. The remaining days of your quarantine are for the account of Yellowstone. By signing the employment contract, you also declare that you agree with the contents of this Personnel Handbook, as well as with the aforementioned agreement.
- During quarantine, you will also comply with the advice and recommendations of the RIVM and the government, as well as with that of Yellowstone.
- After the quarantine period, you can start working again.
- Make sure that even then (after quarantine) you follow all advice and recommendations.

## 17. Complaints and second opinion

Naturally, complaints about the medical actions of the company physician are treated confidentially. Such complaints can be reported to Yellowstone and will be dealt with by the management.



If you doubt the correctness of an opinion given by the company physician, you can indicate this to them, stating your reasons, and ask for a second opinion from another company physician. The first company physician initiates the second opinion, unless they have compelling arguments for not doing so, or there is improper or repeated use; in that case the company physician will contact you to inform you of these arguments.

If you consult another company physician on your own and without our consent, you must bear the costs yourself.

If the second opinion will be taking place, the company physician will initiate it by selecting – after consulting with you – another company physician from the pool set up for this purpose. This second company physician may not work at the occupational health and safety service, the company or the institution where the first company physician works. If a company physician is selected from the pool for a second opinion, we will bear the costs of the second opinion, unless there is evidence of abuse, in which case you will bear the costs in full and we may deduct these costs from the part of your salary that exceeds the statutory minimum wage with due observance of the statutory obligations.

The company physician who performs the second opinion will receive from the first company physician all the information necessary to assess the situation and the opinion. The second company physician will decide whether or not to collect other information as well. If the second company physician has formed an opinion, they will first discuss it with you. You will then decide whether this opinion is shared with the first company physician. If this does not happen, the opinion of the first company physician will remain the starting point for the absence. If the opinion *is* shared with the first company physician, they will contact you as soon as possible to inform you about their decision to fully, partly or not accept it, stating reasons. The company physician will only inform us whether they consider the second opinion reason for changing the opinion on the absenteeism guidance and if so, what their new opinion is. The company physician will then take back control over the issue of an opinion on absenteeism.

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

#### Expert opinion:

You and Yellowstone are both free to request an expert opinion from the UWV in so far as this is possible, and with regard to the subjects for which an expert opinion can be requested. An expert opinion always concerns one of the following issues/questions:

- Are you suitable for the work you perform?
- Is suitable work available?
- Are we meeting our rehabilitation obligations?
- Are you meeting your rehabilitation obligations?

Keep in mind 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 performed by a company physician, while the expert opinion is issued by an insurance physician or labour expert at the UWV. A company physician who performs a second opinion is – in that capacity – not an expert as referred to in Article 7:629a DCC.

## **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 the 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 wish 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, where 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**

- a. 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.
- b. 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**

- a. 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.
- b. 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.
- c. 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.

#### **Appendix 4: Instruction "Travelling Safely"**

Yellowstone requests that everyone keep in mind the travel advice when planning a holiday. This advice can be reviewed via, among other resources, the website [www.netherlandsworldwide.nl](http://www.netherlandsworldwide.nl) or can be requested from your contact at Yellowstone. The government's travel advice is color-coded, on the basis of which the government advises whether or not to travel to a country. If the government issues a negative travel advice for the country you are planning to travel to or if a code red, orange or yellow is issued for that country, we, as the employer, endorse this government advice and would like to draw your attention to the following.

1. Of course, you decide for yourself whether or not you want to travel to a country for which a negative travel advice has been issued, or a code red, orange or yellow applies. Yellowstone advises you to think carefully about your travel destination and not to travel to a country for which a negative travel advice has been issued or a code red or orange applies. This is not a prohibition, but a recommendation, because the starting point is that you can decide for yourself which country you do or do not want to go to on holiday.
2. If you do travel to a country for which a negative travel advice has been issued or a code red or orange applies:
  - you do so under your own responsibility and you thus accept the associated risks;
  - repatriation may not be an option and this could result in you getting stuck abroad;
  - it will be your own responsibility to ensure that you can return to the Netherlands and resume your work with us and/or the (End) Client in the regular manner;
  - any risk of not being able to return to the Netherlands will be entirely at your own risk and expense.
3. We expressly warn you in advance and point out that it is unwise to go on holiday to a country that is subject to negative travel advice or a code red or orange. If you still decide to travel to such a country, you choose to accept the risks. If you do not resume work or are unable to resume work without a valid reason after your holiday, we will not continue to pay your wages, regardless of whether the wage exclusion has been agreed with you in the temporary employment contract. You will not be entitled to wages from that moment on. After all, such a situation is outside our control as an employer. By making the conscious choice to still go on holiday to such a country, you will reasonably be responsible for not or only partially performing your work.
4. In the event of illness caused intentionally, you are not entitled to continued payment of wages pursuant to Article 7:629 DCC.

Lastly, we would like to point out that you can only take holiday leave with our consent. If we consider your position to be essential for the company, and your absence would pose a serious risk to the continuity of the company for which you work, we have the right not to consent to your requested holiday leave / leave of absence. We believe that it is important to be transparent about this before you actually go on holiday, to enable you to make an informed decision, and to avoid any surprises later.

## **Appendix 5: Rules with regard to health and safety**

Good working conditions and the environment form an integral part of Yellowstone's overall corporate policy. Yellowstone and the (End) Client(s) therefore strive as much as possible to the continued improvement of working conditions and environmental conditions so that personal injury, tangible harm and damage to the environment are kept to an absolute minimum.

### **General**

#### **1. Duties, responsibilities and powers**

You must make every effort to comply with the safety, health and environmental policies that apply at the (End) Client(s) to the best of your ability. Given that you are assigned to the (End) Client(s) to perform work under their management and supervision, you are obliged to comply with all rules regarding safety, health and environmental regulations applicable at the (End) Client(s). By signing the employment contract with this Personnel Handbook, you declare that you have received a copy of the safety regulations that apply at the (End) Client to whom you are assigned. If the (End) Client changes, you will again be provided with a copy of the applicable safety regulations. You declare that you will always strictly follow the provided safety, health and environmental regulations as they apply at the (End) Client(s).

#### **2. Communication and consultation**

The (End) Client(s) will address the safety, health and environmental regulations during work meetings in order to inform employees in a structured manner about the dangers related to the work to be performed. Employees who notice dangerous situations, health risks and/or environmental hazards must immediately report these to their supervisor.

#### **3. Inspection**

Supervisors at (End) Client(s) and the management will regularly conduct safety, health and environmental inspections at the workplace to check whether the instructions are strictly followed.

#### **4. Occupational healthcare**

if you are exposed to any risks under the hazard identification and risk assessment, or if you indicate that you are exposed to health risks, the company physician and the occupational health and safety service will be contacted.

#### **5. Accidents/incidents and unsafe situations/actions**

Major and minor accidents, damage to the environment and significant tangible harm as well as unsafe situations/actions must always be reported to the supervisor at the (End) Client. Any incidents subsequently have to be recorded and analysed in order to prevent the recurrence of similar incidents in the future as much as possible.

6. Purchase  
When purchasing goods, you must take into account the safety, health and environmental regulations. Safety data sheets must 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 supervisor at the (End) Client if they have deteriorated to the extent that they endanger the safety of yourself and others. Unsafe material must not be used.
  
8. Safety of third parties  
The safety, health and environmental policy is also aimed at ensuring the safety of third parties – in connection with the work performed – as much as possible. Where necessary, Yellowstone will require third parties to take measures to prevent danger to themselves and third parties.

#### Complaints procedure

Complaints regarding compliance with safety instructions must immediately be reported to the direct supervisor of the (End) Client, orally and/or in writing. If the direct supervisor of the (End) Client is not available, or if you are of the opinion that a direct supervisor wrongly takes no or insufficient action, complaints can be reported to the Yellowstone management.

#### Health

1. Occupational healthcare  
The occupational health and safety officer of Yellowstone, on the instruction of, and in consultation with, the (End) Client, is responsible for:
  - Rehabilitation measures.
  - Preventive Medical Examination
  - Preventive Medical Examination after illness or an accident.
  - Open consultation hours with the company physician.
  
2. A preventive medical examination may be necessary depending on the occupational hazards that you are exposed to in a particular position. Yellowstone will inform you about this.
  
3. If you believe that your health is at risk because of the work that you perform or because of other circumstances, or if you want to consult the occupational health and safety service about certain issues, you can contact the company physician or an occupational health and safety expert of the occupational health and safety service on your own initiative. Contact details can be requested from Yellowstone.
  
4. Smoking policy
  - a) There is a complete ban on smoking in all commercial buildings of the (End) Client, which applies to all employees, interns, seconded workers, visitors and others.



- b) The ban on smoking also applies in company cars that are being used for work purposes. All supervisors share responsibility for monitoring the general ban on smoking.
- c) Smoking area / smoking times  
Smoking is only permitted in the designated smoking areas on the (End) Client's premises.
- d) If you perform work in places other than the premises of the (End) Client(s), you must comply with the smoking policy that applies there. If during work you are exposed to cigarette smoke caused by others, you must report this to your direct supervisor at the (End) Client and – in writing – to Yellowstone.
- e) Compliance with the ban on smoking  
The (End) Client will ensure compliance with the regulations. If the regulations are violated, a written warning will be issued and recorded in the personnel file. If you violate the regulations after having received repeated warnings, your employment will be terminated.