

## 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. The most recent version of the Personnel Handbook applies 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 'persons with a different gender identity'.

Enjoy and good luck!

Best regards,

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, which are applicable for the duration of the secondment to the mentioned (End) Client.
- h. *Transition Allowance*: the allowance referred to in Articles 7:673 and 7:673a DCC.
- i. *Equal pay*: the equivalent terms of employment applicable to you for each (End) Client based on the essential and non-essential terms and conditions of employment as applicable to employees employed by the (End) Client in an equal or equivalent position, as described in the CBA.
- 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 persons with another gender identity.
6. Yellowstone is entitled to unilaterally change the content of the employment contract, the Schedule, this Personnel Guide and all Appendices if Yellowstone has such a compelling interest that your interest that would be harmed by the change is less weight, according to standards of reasonableness and fairness (as referred to in Article 7:613 of the DCC). By signing the employment contract, you also declare that you agree to the unilateral amendment clause as mentioned above. The most up-to-date version of the Personnel Guide always applies to you.
7. If this Personnel Guide contains provisions that are null and void, voidable or otherwise not legally valid, this does not lead to the nullity, voidability or non-validity of the other provisions in the Personnel Guide. The void, voidable or invalid provision will be replaced by a legally valid provision that corresponds as much as possible to the intentions of the void provision.

## 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 have been recruited and selected by Yellowstone. In that context, you applied to Yellowstone and Yellowstone then had one or more interviews with you online or offline. Yellowstone has informed you about your rights and obligations under the employment contract. As agreed with you, you will not be made available exclusively to one (End) Client. Yellowstone may make you available to several (End) Clients. If you are made available to another (End) Client, your terms of employment will be adjusted in accordance with the CBA.
2. If you have not been complete and/or have not informed truthfully about your employment history, or about something you were obliged to do, the employment history (according to the provisions of the CBA) will not be taken into account, so that in that case there is no question of successive employership. Therefore, it is very important that the information you provide to Yellowstone is complete and correct. Yellowstone cannot be considered a successor employer for the part of the employment history that has been provided incorrectly or incompletely by you.
3. By signing the employment contract, you declare i) that you are able to perform/perform the stipulated work/position and ii) there are no obstacles as a result of which you are not or cannot be deemed to be able to perform/perform the stipulated work/position (such as, for example, but not exclusively, arising from a non-compete or non-solicitation clause and/or other post-contractual obligations with a previous employer).
4. 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.
5. 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. The Project will be ended at the moment that the (End) Client states to Yellowstone that it will be ended. 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 without any notice of termination being required. 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.
6. The employment contract may be terminated by notice. The relevant provisions of the CBA are applicable in case of termination.
7. 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.
8. During 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.
9. 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.
10. 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.
11. Early termination of the employment contract in addition to the aforementioned cases is possible if:
  - i) a probationary period has been agreed and one of the parties terminates the employment contract during the probationary period, ii) this has been mutually agreed, iii) the UWV has granted permission to terminate the employment contract prematurely, iv) if the subdistrict court has dissolved the employment contract, v) if you terminate the employment contract yourself with due observance of the applicable notice period, or vi) if you are summarily dismissed.

12. With regard to the procedure in the event of dismissal and the notice periods, the rules apply according to the CBA and the applicable laws and regulations, including but not limited to the DCC, Book 7, title 10.
13. Yellowstone has informed you about all applicable and applicable terms of employment and obligations on both sides as expressed in this employment contract with Appendices. Yellowstone also refers to the website [www.werkenalsuitzendkracht.nl](http://www.werkenalsuitzendkracht.nl).
14. 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.
15. 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 Omrent Gedrag*) (VOG): each time on the last day that the specified period within which the VOG must have been delivered at the latest ends.

## Clause 5. General obligations of the Employee

1. You are obliged to:
  - Prior to or upon entering into Yellowstone's employment, 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;
  - To inform Yellowstone immediately if the (End) Client requires you to (also) perform work abroad or outside the Dutch territory. This applies regardless of the length of stay abroad. If you fail to inform Yellowstone in a timely manner and perform work outside the Dutch territory without permission, all consequences thereof will be at your expense and risk;
  - To inform Yellowstone immediately if there is a change in your IBAN/bank account number. If you do not comply with the foregoing, the resulting damage will be at your expense and risk. If you have not provided a bank account number that is demonstrably (partly) in your name, Yellowstone is not allowed to pay the wages to you by law.
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.
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 contract, such as:
  - your salary and other terms and conditions of employment;
  - the Equal pay;
  - applications for holiday leave and other types of leave – to be determined in consultation with the (End) Client;
  - questions about your payslip, payment specifications 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 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 viruses, pandemics, etc. 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 virus or pandemic 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.

## Clause 6. Work Location and working from home

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. Yellowstone is not obliged to make you physically able to perform work for the (End) Client during the term of your employment contract, if i) you are suspended by Yellowstone and/or (End) Client or

are exempted from performing work, ii) or if a third party initiates an investigation on behalf of Yellowstone or on behalf of (End) Client into, among other things, but not exclusively your act or omission, iii) or if the project for the (End) Client for whatever reason and on whatever basis.

4. You always perform your work in Dutch territory (not offshore). 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.
5. In principle, you can only work from home if the work is mainly done by computer and this is possible from home, the (End) Client agrees, if working independently is possible and if frequent consultation or contact with you is not necessary daily. Yellowstone expects that if people work from home this will take place in accordance with the above. You must be available to both (End) Client and colleagues during normal office hours.
6. Working conditions legislation sets requirements for working conditions. You are obliged to comply with the health and safety rules as much as possible and to use any equipment made available by Yellowstone or by the (End) Client in accordance with the guidelines.
7. In order to be able to work responsibly from home, the following requirements are set for the home workplace:
  - it is a room where you can work undisturbed (not at the kitchen table, no children playing, washing machine, etc.);
  - there is sufficient daylight and/or artificial light in this room;
  - you have a desk that is adjusted to the right height and on which the laptop or monitor can be positioned correctly;
  - you have a broadband internet connection and an internet subscription;
  - you can be reached by phone;
  - Cords must be concealed so that they cannot be tripped over.

You must bear the costs of working from home yourself.

8. You have the following responsibilities:
  - a. All ICT systems made available are intended for business use and must always be used in a careful manner. ICT systems include, but are not limited to, laptops, smartphones, associated software, the network of the (End) Client, but also the internet and e-mail.
  - b. The business operations of the (End) Client are central and may under no circumstances be directly or indirectly jeopardized by the unlawful, unauthorized or improper use of the (End) Client's ICT systems.
  - c. The access to the ICT systems and the use of the company resources are strictly personal. It is strictly forbidden to give third parties access to and/or access to the ICT systems and the company assets, the network or other data and systems of the (End) Client. Username (login name) and password are personal and may not be passed on to others.
  - d. You must always work in the secure online environment of the (End) Client.
  - e. You are expressly not permitted to store data related to the (End) Client and/or the work locally.
  - f. You are not allowed to have physical documents in the home workplace. If desired, these documents can be scanned and placed digitally in the secure environment.
  - g. You must always observe the privacy and (information) security measures applicable within the (End) Client, even when working from home.
  - h. You must exercise all due care and handle confidential business data with care. We attach great importance to the fact that business-sensitive matters and/or confidential information of the (End) Client are not shared with other(s). This concerns information that is marked as confidential, or of which you should understand that it is confidential. The confidentiality applies both at the time of working from home and outside of working from home.
9. With regard to any commuting allowance insofar as it is part of the Equivalent Pay, no commuting expenses will be reimbursed, as they are not incurred because people work from home.

10. In the event of acting contrary to this appendix, the company's interests or the generally applicable standards and values for the use of ICT systems, the internet and e-mail, disciplinary measures may be imposed in accordance with the article in the Personnel Guide on disciplinary measures, depending on the nature and seriousness of the violation.

## Clause 7. Time sheets

1. Yellowstone will inform you 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. Payment will be effectuated in principle within 30 days after submitting of the timesheets, but in any case within the next three months (quarter).
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 (maximum EUR 0.23 per kilometre driven) are not subject to tax in accordance with the Equal pay. 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

1. For your information, Yellowstone can send you a pro forma calculation of the (net) salary that you are expected to receive and send you a wage specification for this purpose. However, no rights can be derived at all from such a pro forma calculation/wage specification. It is for information purposes only, without creating rights for the future. Yellowstone never guarantees that you will receive the net salary stated on it.
2. The Schedule indicates whether there is a so-called "disposable income" or "gross salary". By signing the Schedule, you explicitly agree to this.
3. Under the CBA, you are entitled to the Equal pay. The Schedule will confirm which terms of employment apply to you. If a disposable income has been agreed, the elements of the Equal pay will be withheld from this disposable income. If there is an agreed gross salary, the Schedule will confirm to you any other applicable remuneration elements based on this Equal pay.
4. If you are entitled to a homeworking allowance under the applicable Equivalent Remuneration, then up to a maximum of the untaxed part (in 2026 maximum € 2.45 per day) will be paid to you as a net homeworking allowance. If applicable, the part of the homeworking allowance that is not exempt by law will be paid to you gross. Paragraphs 5 to 13 of this Article shall apply only in the case of remuneration based on the system of disposable income.
5. At the start of your project with the (End) Client, we agree on a rate for you with our (End) Client. This rate times the number of hours worked, determines the amount of your disposable income per month. Yellowstone reserves the right to adjust this rate at the request of the (End) Client. If so, we'll notify you and provide you with a new Schedule.
6. All costs and employer's costs, none excluded, that Yellowstone incurs in connection with your employment are paid from the disposable income. Yellowstone incurs costs and bears costs related to your work for the (End) Client. If all relevant costs and expenses have been deducted from the disposable income, a gross salary is determined. The legally required deductions are made from this gross salary, and a net salary is determined. This net salary plus expense allowances to which you are entitled are paid out on your IBAN.
7. The costs also include the administrative costs incurred by Yellowstone. These include, but are not limited to, the following elements:
  - costs of providing a net salary calculation;
  - costs related to the preparation and production and provision of a salary statement;

- having consultations with you about the system of the work and the remuneration;
- carrying out the necessary deductions and payments to the Tax and Customs Administration;
- taking care of various formalities such as registration of sick leave / making employer statements / settling wage garnishments (if applicable) / applying for tax schemes.

These activities are outsourced by Yellowstone to Yellowstone International B.V., which invoices Yellowstone for the associated costs. These are paid from the disposable income. The amount of these costs that applies per month in your case will be made known to you by Yellowstone.

- When carrying out the work, you also incur costs such as travel expenses, including commuting, courses, moving costs, professional literature, public transport, contribution to international school. These costs will be reimbursed (within the legal limits) by Yellowstone monthly after your prior statement to you from the disposable income.
- Partly in view of the previous paragraphs, the following costs are paid first from the disposable income:
  - Social premiums Yellowstone
  - Sick leave insurance
  - costs (payroll) administration Yellowstone
  - Reservations for leave, allowances, statutory transition allowance and other mandatory reservations
  - Social Fund
  - Yellowstone Pension Contributions
  - Net expense allowance paid to you
  - Costs health service.
- The gross salary is created from the balance that remains from the disposable salary, after deduction of the costs and expenses that Yellowstone pays for you and the net allowances that are paid to you. The wage tax, the personal contributions of you as an employee and the employee parts of the social insurance are deducted from this. A net salary is then created. The calculation of the disposable income, gross and net salary is made transparent to you on the wage specification (consisting of a payslip and the so-called 'summary') that is provided to you monthly.
- From the financial process from the available salary to the net salary, you will receive a complete overview both prior to the conclusion of the employment contract and monthly with the salary payment. You are always entitled to a complete and transparent specification and verification of all costs, which are deducted from the "rate" in accordance with the employment contract.
- The above is expressly not intended to make you pay a quid pro quo for the establishment of employment mediation as referred to in Article 3 of the Allocation of Workers by Intermediaries Act.
- You will receive a monthly (part of the) transition payment as referred to in Sections 7:673 and 7:673a of the DCC with the salary, as a result of which at the end of the employment Yellowstone, at least on the part you have already received in transition payment, no transition payment will be due. By signing the employment contract and the accompanying Schedule, you agree that the transition payment will be included in the salary on a monthly basis. There is never a repayment obligation for transition compensation already received.
- The sum of the net salary and the expense allowance(s) will be deposited monthly into your IBAN, as you have provided to Yellowstone. You agree that the salary statement(s) and other relevant documents regarding your employment will be provided digitally.
- Costs that you occasionally incur at the request of the (End) Client for the performance of your work (direct expenses) will be reimbursed on an invoice basis, but not before you have the permission of the (End) Client for this. You must declare these costs monthly in a manner to be specified by Yellowstone or (End) Client. The claim must be accompanied by supporting documents and proof of payment. Without the aforementioned documents or in the absence of permission from the (End) Client, the fee will not be paid. If, for any reason, you receive a direct reimbursement of the costs incurred by you, you must immediately notify Yellowstone in writing.

15. In the event that you believe that a wage statement or other document as provided to you by Yellowstone is incorrect or incomplete, you must notify Yellowstone of this no later than 14 days after the date of issue. Outside this period, this is no longer possible, and Yellowstone assumes the correctness of the provided wage specification or document.
16. The Equivalent Pay will not be adjusted retroactively, unless Yellowstone has demonstrably acted intentionally or there has been obvious abuse.
17. Within the framework of the collective labor agreement, you will only receive payment of wages (and other emoluments) from Yellowstone and therefore not from the (End) Client. You are therefore not permitted to receive any payment directly from the (End) Client. In the unlikely event that the (End) Client proceeds to pay you directly, you must report this to Yellowstone immediately.
18. As far as is known, Yellowstone pays social security contributions (insofar as this is necessary with a view to the formation and execution of the employment contract and legal obligations) to the Tax and Customs Administration, Employee Insurance Agency (UWV), pension fund (StiPP) and the Social Insurance Bank (SVB). Yellowstone hereby informs you that in various situations (including unemployment, (long-term) disability, occupational disability, pregnancy, adoption or foster care) benefits can be applied for from the UWV. Only the UWV and/or any other (social security) institution determines whether any benefit can be claimed. More information about the various benefits can be found on the websites of the national government ([www.rijksoverheid.nl](http://www.rijksoverheid.nl)) and UWV ([www.uwv.nl](http://www.uwv.nl)).

## **Clause 9. Pay increase**

1. The wage payment 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 (one-off or periodic) of benefits arising from the CBA or the Equal pay. This is only different if this has been explicitly agreed with you.

## **Clause 10. 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. Yellowstone may apply the on-call period and rules, quarterly, annual hours standard, standard over a different period and/or time-for-time arrangement that are used for (End) Client if this applies to an employee who performs an equal or equivalent position with the (End) Client. If we apply such a scheme, it will be included in the Schedule.
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 11. Holiday leave, holiday allowance and public holidays**

1. You are entitled to holiday allowance in accordance with the applicable Equal pay.
2. You accrue holiday leave days in accordance with the applicable Equal Pay.
3. Holidays that have not been taken (or are not taken in excess) expire or expire in accordance with the law and the CBA.
4. The rights referred to in paragraphs 1 and 2 shall be accrued proportionately. If the employment contract does not continue for the entire calendar year or if there is a non-full-time employment contract, the calculation of the holiday entitlements will take place on a pro rata basis, all in accordance with the applicable Equal pay.
5. Any request for holiday/leave will be honoured as much as possible in consultation with the (End) Client.
6. Taking holidays is done on request at Yellowstone. This also applies if you are ill and wish to take a holiday.

7. Yellowstone considers it very important that you take your vacation days on time. Yellowstone is therefore happy to give you the opportunity to actually take the accrued vacation days to recover from your work. Now that the responsibility of taking vacation days lies with you, Yellowstone reasonably expects you to take the vacation days as much as possible in the year in which the accrual takes place.
8. If you work for an (End) Client where a general business closure or collective holiday applies for a certain period, you take your holiday day(s) and/or other leave days during this period.
9. Yellowstone has the right to designate a maximum of five days per year as mandatory vacation days. These vacation days are also deducted from your holiday balance.
10. The information about the Equal Pay as confirmed or provided by the (Final) Client is leading for the determination of the hourly wage or a compensation for Reduction of working hours (in Dutch: 'ADV') in money. If ADV apply, payment will be made in money or time, unless otherwise agreed with you. If the information referred to does not provide clarity and certainty about how the hourly wage or the ADV compensation should be determined in money, the calculation method laid down in the CLA will be used.
11. An overview of the forms of paid leave is included in the Work and Care Act, the Paid Parental Leave Act, as well as the necessary information can also be found on the websites of UWV ([www.uwv.nl](http://www.uwv.nl)) and the website of the national government ([www.rijksoverheid.nl](http://www.rijksoverheid.nl)).

## Clause 12. 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 has having been immediately terminated should you be declared incapacitated for work.
3. The CBA provisions and/or provisions of the Equal pay related to incapacity for work apply in such cases.

## Clause 13. 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). The contribution owed by you under the pension scheme of the total contribution owed by Yellowstone will be deducted from your salary. For more information, Yellowstone refers you to [www.stippensioen.nl](http://www.stippensioen.nl).

## Clause 14. 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. Your wage payment is based on the hours worked and approved in the previous month by the (End)Client. If Yellowstone pays an advance wage payment, in the last month in which the 30%-ruling applies, unless the fact that the hours not has been approved yet by the (End)Client and it subsequently turns out - for whatever reason - that the paid hours do not correspond with the (subsequently) approved hours by the (End)Client, Yellowstone will settle any unduly paid wages against (subsequent) future wage payments and/or the final settlement. If, for whatever reason, settlement is not (fully) possible, you are obliged to refund the unduly paid wages to Yellowstone upon first request.
3. If the 30% ruling is not granted, is withdrawn with retroactive effect or otherwise a situation arises on the basis of which Yellowstone has wrongly paid on the basis of the 30% ruling, Yellowstone has the right at all times to proceed with a correction (with retroactive effect) and to deduct the overpayment from follow-up payments and/or to claim from you.
4. 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 15. 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, X, WhatsApp) that allow you to maintain and expand a network of friends, unless this is necessary or desired for performing your work activities;
    - 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. You must adhere to/comply with the following with respect to social media (including but not limited to Instagram, Facebook, LinkedIn, X, 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 exempt 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 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 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 17. 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. All the aforementioned information should also be removed from private computer systems or hard copies as well as USB sticks within 5 days.
2. Material/equipment of the (End) Client cannot be used by you for private purposes, unless you have received prior written permission from the (End) Client. In the event of damage, loss or non-return of the material/equipment received on loan, Yellowstone reserves the right to recover this from you,

or to set off the damage against / or to deduct it from the wages including emoluments. If it concerns damage to the equipment made available by the (End) Client, by signing the employment contract of which this Personnel Guide is a part, you provide a power of attorney to deduct that damage from your salary in accordance with the statutory rules on deductions. You may revoke this power of attorney at any time by notifying Yellowstone in writing. Revocation of the power of attorney does not affect the other content of the Personnel Guide.

3. 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 18. 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 right holder, 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 19. 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, for example because this exceeds the maximum working hours and minimum rest periods
3. This article does not affect any non-competition and/or non-solicitation clause(s) agreed between the parties.

## **Clause 20. 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 (Nederlandse Arbeidsinspectie), 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 21. 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 22. Changes in your personal details and providing relevant information

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.

2. You need to inform Yellowstone immediately about all relevant circumstances that have taken place at the (End) Client that could be relevant for Yellowstone to know, for example complaints, whistleblower reports, suspicion of wrongdoing, violations of the law and/or dishonest conduct.

## Clause 23. 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 24. Penalty clause

1. If you violate clauses/prohibitions 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 25. 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 26. 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. Yellowstone uses a separate code of conduct, a reporting procedure for wrongdoing, a regulation of the confidential advisor and a complaints procedure (entitled: "Desired behavior. Just do it"), as

published on its website ([www.yellowstone.nl](http://www.yellowstone.nl)). This arrangement also applies to your employment with Yellowstone. Yellowstone expressly refers you to the content hereof.

3. Insofar as Yellowstone would have an obligation to provide information pursuant to Article 7:655 of the DCC, reference is made to the law and the applicable CBA, the DCC Book 7 Title 10 and/or other employment laws and regulations as well as the collective bargaining agreement and/or employment conditions regulations applicable to the (End) Client with regard to Equal Pay.
4. 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.
5. 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 law, Equal pay and/or 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 to [illness@yellowstone.nl](mailto:illness@yellowstone.nl) before 9.30 a.m. If you do this after 9.30 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/service 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/service. Without prior written approval, you do not have any right to receive payment of wages during the stay abroad. Taking holidays, with prior written approval as mentioned above, means that the days will be deducted from the reservation of holidays.

### 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**

- 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**

- 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.
- 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. 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.

For its anti-discrimination policy, Yellowstone also refers to the brochure as published on its website [www.yellowstone.nl](http://www.yellowstone.nl) entitled: "Desirable Behaviour. Just do it."

### 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 with this policy 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.

Yellowstone believes 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 environmental 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 environmental 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.