

PERSONNEL HANDBOOK

LOGISTIC FORCE

Inhoud

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Article 1. Definitions

In this Personnel Handbook, the following terms shall have the meaning as set out below:

- a. **Personnel Handbook:** this personnel handbook issued by the Employer.
- b. **BW:** the Dutch Civil Code (Burgerlijk Wetboek).
- c. **Employer/we/us/our:** the private limited liability company Logistic Force Service Center, Heraclesstraat 6, 5048 CG Tilburg, and/or LF Transport BV, Heraclesstraat 6, 548 CG Tilburg, being your employer.
- d. **Temporary Agency Worker/Employee/you/your:** the natural person who has entered into an employment agreement, being a Temporary Agency Employment Agreement under Article 7:690 BW (not being a payroll agreement under Article 7:692 BW), with the Employer in order to be assigned to one or more Client(s) of the Employer to perform work activities under the supervision and direction of such Client(s).
- e. **Client(s):** the company or companies where you actually perform your work activities under their supervision and direction.
- f. **Assignment Confirmation:** the assignment confirmation belonging to the Temporary Agency Employment Agreement, containing all specific terms and conditions applicable to each assignment at the relevant Client.
- g. **Agency Clause:** a clause as referred to in Article 7:691 paragraph 2 BW and the Collective Labour Agreement (CAO), pursuant to which the Temporary Agency Employment Agreement containing an Agency Clause terminates automatically and with immediate effect in the situations listed in Article 7:691 paragraph 2 BW and the CAO.
- h. **Temporary Agency Employment Agreement:** the employment agreement as referred to in Article 7:690 BW, not being a payroll agreement under Article 7:692 BW, under which the Temporary Agency Worker is recruited and selected by the Employer and is assigned to one or more Client(s) on the basis of an assignment in order to perform work activities there on a non-exclusive basis and under their supervision and direction.
- i. **Remuneration:** the employment conditions applicable to you under the CAO, consisting of the Equivalent Remuneration or the Equal Remuneration, as specified in the Assignment Confirmation.
- j. **Equivalent Remuneration:** the job-related employment conditions per Client as defined in the CAO, consisting of essential and non-essential employment conditions that apply to employees performing the same or equivalent work in employment with the Client.
- k. **Equal Remuneration:** the application of the same employment conditions that apply to employees employed by the Client in the same or equivalent position, in accordance with Article 8 paragraph 1 of the Dutch Allocation of Labour by Intermediaries Act (Waadi).
- l. **CAO:** the most recent version of the Collective Labour Agreement for Temporary Agency Workers of the Dutch Association of Mediation and Temporary Employment Agencies (NBBU).
- m. **ADV:** reduction of working hours (arbeidsduurverkorting) in accordance with the applicable Remuneration.
- n. **Appendix/Appendices:** the appendices to this Personnel Handbook, the Assignment Confirmation, the Temporary Agency Employment Agreement and all other documents such as powers of attorney, regulations, safety instructions, etc., which form an integral part thereof.

Article 2. Applicability and Publication of the Personnel Handbook

1. The contents of the most recent version of the Personnel Handbook form an integral part of the Temporary Agency Employment Agreement.
2. We are entitled to unilaterally amend the contents of the Temporary Agency Employment Agreement, the Assignment Confirmation, the Personnel Handbook and all other appendices, if we have such a compelling interest in the amendment that your interest, which may be harmed as a result of the amendment, must reasonably be deemed to give way (Article 7:613 BW). By signing the Temporary Agency Employment Agreement, through which you also agree to the Personnel Handbook, you explicitly agree to this unilateral amendment clause. The most recent version of the Personnel Handbook shall always apply to you.
3. If this Personnel Handbook contains null, voidable or otherwise invalid provisions, this shall not affect the validity of the remaining provisions. Any invalid provision shall be replaced by a valid provision that reflects as closely as possible the intentions of both you and us at the time the invalid provision was included.
4. Amendments or additions to the Personnel Handbook made after commencement of employment shall be published on The Force Portal, to which you have access. The most recent version of the Personnel Handbook is always available through The Force Portal.
5. In the event of conflict between a provision in the Personnel Handbook and a provision in the Temporary Agency Employment Agreement and its Assignment Confirmation, the provision in the Assignment Confirmation shall prevail, followed by the Temporary Agency Employment Agreement, and subsequently the Personnel Handbook.
6. We are entitled to deviate from the provisions of this Personnel Handbook in special circumstances.
7. All terms in this Personnel Handbook referring to persons in the masculine form shall also apply to persons identifying as female or non-binary, with the corresponding forms of address being read accordingly.
8. To the extent that we may have an information obligation pursuant to Article 7:655 BW, we refer — where permitted by law — to the applicable CAO, the Dutch Civil Code Book 7 Title 10 and/or other labour laws and regulations, as well as the collective labour agreement and/or employment conditions of the Client in respect of the applicable Remuneration.

Article 3. Collective Labour Agreement (CAO)

1. The most recent version of the Collective Labour Agreement for Temporary Agency Workers of the Dutch Association of Mediation and Temporary Employment Agencies (NBBU) (“CAO”) applies to the Temporary Agency Employment Agreement. The most recent version of the CAO can be downloaded at www.nbbu.nl and is also available as an app. This CAO has been concluded with representative trade unions. We have explicitly informed you that, based on the CAO, we will apply provisions deviating from the law in full for as long as the Temporary Agency Employment Agreement remains in effect. Any amendments to the CAO will become

immediately applicable and shall automatically amend the Temporary Agency Employment Agreement accordingly.

2. In the event of conflict between the content of the Temporary Agency Employment Agreement and/or its Appendices and the most recent version of the CAO, and insofar as we are obliged to apply such amendments, the provisions of the most recent CAO shall prevail.

Article 4. Temporary Agency Employment Agreement

1. You have been recruited and selected by us. In this context, you applied with us and subsequently participated in one or more interviews, either online or in person. We informed you of your rights and obligations under the Temporary Agency Employment Agreement. As agreed, you will not be assigned exclusively to a single Client. We may assign you to multiple Clients. If you are assigned to another Client, your employment conditions will be adjusted in accordance with the CAO.
2. If you have failed to provide complete and/or truthful information regarding your employment history, or regarding any other matter you were obliged to disclose, the employment history (in accordance with the CAO) shall be disregarded, meaning that no successive employment (“opvolgend werkgeverschap”) shall be deemed to exist. It is essential that all information you provide to us is complete and correct. We are not obliged to be considered a successive employer based on incorrect or incomplete information supplied by you.
3. By signing the Temporary Agency Employment Agreement, you declare (i) that you are capable of performing the agreed work/function, and (ii) that no impediments exist preventing or potentially preventing you from performing the agreed work/function (including, but not limited to, a non-competition clause, non-solicitation clause or any other post-contractual restriction with a previous employer).
4. A Temporary Agency Employment Agreement with Agency Clause (Phase 1–2) terminates by operation of law in any of the following situations:
 - i. when the assignment to the Client ends, as provided in the CAO and Article 7:691 paragraph 2 BW; or
 - ii. after four weeks have passed from the actual commencement of the agreed work activities.
5. The Temporary Agency Employment Agreement with Agency Clause (Phase 1–2) also terminates by operation of law once Phase 1–2 has been completed, and before Phase 3 as defined in the CAO commences.
6. If, after the four-week period referred to in subsection ii) above, the assignment is continued without objection while no new written Temporary Agency Employment Agreement with Agency Clause (Phase 1–2) has been concluded, a new Phase 1–2 Agency Clause Agreement is deemed to have been created under the same conditions and for the same duration of four weeks. Subsection ii) above will then again apply.

7. The Phase 1–2 Agency Clause Agreement has a maximum duration of 52 worked weeks and paid vacation weeks. If the most recent CAO provides for a different duration of Phase 1–2, the CAO shall prevail.
8. If, after the end of Phase 1–2, the assignment is continued at the request of the Employer into Phase 3 without a new written agreement, a new fixed-term Temporary Agency Employment Agreement (Phase 3) is deemed to apply — insofar as permitted by law and the CAO — under the same conditions as the preceding agreement, for a maximum duration of four weeks.
9. The Temporary Agency Employment Agreement commences at the moment you actually start performing the agreed work activities, unless otherwise specified in the Agreement.
10. In Phase 1–2, only the weeks worked and the paid vacation weeks count. If the CAO provides otherwise, the CAO shall prevail.
11. A Phase 1–2 Temporary Agency Employment Agreement, with or without an Agency Clause, may include exclusion of the wage payment obligation (“loonuitsluiting”), unless explicitly agreed otherwise. In that case, such Agreement qualifies as a call-contract (“oproepovereenkomst”) to which the CAO and statutory rules apply. If wage exclusion applies, you are paid only for hours actually worked at the Client. Approved hours provided by the Client are leading. The exclusion does not apply during incapacity for work.
12. If an assignment under an Agreement with Agency Clause has lasted more than 26 worked weeks, we hereby give advance notice that the Agreement shall terminate by operation of law. This also applies during incapacity for work. The required notice period of 10 calendar days as set out in the CAO is hereby fulfilled.
13. If wage exclusion has been agreed and we invoke this, you are entitled to terminate the Phase 1–2 Agreement without Agency Clause with immediate effect.
14. The Phase 1–2 Temporary Agency Employment Agreement without Agency Clause is entered into for a fixed term and ends by operation of law without requiring any notice. If thereafter the assignment is continued without objection and no new written Agreement is concluded, a new Agreement under the same terms and duration is deemed to have been created.
15. If, after the end of Phase 1–2, the assignment is continued without a new written Agreement, a fixed-term Phase 3 Temporary Agency Employment Agreement is deemed to have been concluded — insofar as permitted by law and the CAO — for a maximum duration of three months. A Phase 1–2 Agreement, with or without Agency Clause, always ends once Phase 1–2 is completed, before Phase 3 begins.
16. In Phase 3, a fixed-term Temporary Agency Employment Agreement is concluded for the stated duration and ends by operation of law at the expiry thereof. If the assignment continues without objection and no new written agreement is concluded, a new Agreement may arise under the same conditions and duration. The maximum number of Agreements allowed in Phase 3 is determined by the CAO.
17. A Phase 3 Agreement ends in any event upon completion of Phase 3, before Phase 4 as defined in the CAO begins.

18. A Phase 1–2 or Phase 3 Temporary Agency Employment Agreement for a fixed term of six months or longer will not be renewed unless the Employer informs you in writing at least one month before the end date whether and under what terms renewal will occur.
19. A Phase 4 Agreement is entered into for an indefinite term.
20. If a Temporary Agency Employment Agreement is concluded for the duration of a project, the project end date shall be deemed the automatic end date.
21. A probationary period of one month applies to Phase 1–2 and Phase 3 fixed-term Agreements exceeding six months, during which either party may terminate the Agreement with immediate effect in writing or by e-mail.
22. The Agreement may be terminated prematurely by either party with due observance of the notice period under the CAO, unless premature termination is excluded in writing. If the Agreement duration is shorter than the applicable notice period, premature termination is not possible.
23. Premature termination is possible: (i) during a probationary period, (ii) by mutual consent, (iii) with UWV approval, (iv) upon court dissolution, (v) upon resignation by you, or (vi) in cases permitted by law or the CAO including summary dismissal.
24. The procedure for dismissal and notice periods shall be in accordance with the CAO and applicable labour laws, including Book 7 Title 10 of the Dutch Civil Code.
25. We have informed you of all applicable employment conditions and obligations under this Agreement, the Appendices and the CAO, as well as via the reference to www.werkenalsuitzendkracht.nl.
26. If you have an Agreement with an Agency Clause and wish to end it, you must notify us no later than one working day in advance or in accordance with the CAO.
27. At commencement of employment, we determined your position and job grade in consultation with you and the Client, taking into account relevant experience. By signing the Agreement (including the Assignment Confirmation and this Personnel Handbook) you agree with this classification.
28. The Remuneration applied to you is based on information received from the Client and confirmed to you. By signing the Agreement (including the Assignment Confirmation and this Personnel Handbook) you confirm having received and agreed to the Remuneration.
29. You shall perform the work at the Client as agreed and set out in the Assignment Confirmation, but you may also be assigned to other Clients and must cooperate.
30. We informed you of the possibility or requirement to register in the Personal Records Database (BRP). More information can be found at: <https://www.rijksoverheid.nl/onderwerpen/privacy-en-persoonsgegevens/basisregistratie-personen-brp>.
31. We pay, insofar as required, social contributions to the Dutch Tax Authorities, UWV, StiPP or any other applicable pension fund, SVB, and the PAWW foundation. You may be entitled to

governmental benefits (e.g., WIA, WW, maternity, adoption or foster care), which are determined solely by UWV or other authorities.

32. You may be entitled, after expiry of statutory benefits (WW or WGA), to a private extension under the PAWW scheme. By signing the Agreement you consent to deduction of the PAWW premium from your gross wages.
33. You must have and continue to have a valid passport, work permit and residence permit if you are a “third-country national” (from outside the EEA or Switzerland). If you no longer hold valid documents, the Agreement is automatically terminated immediately (resolutive condition).
34. You must also have the required professional qualifications (e.g., driving licence, VCA). If you no longer hold these, the Agreement terminates immediately (resolutive condition).
35. You must cooperate in required pre-employment screening(s). Failure to complete, share, or pass the screening leads to immediate termination (resolutive condition).
36. The Agreement is automatically terminated (resolutive condition):
 - if you are unable to identify yourself with a valid identity document; or
 - if a required Certificate of Good Conduct (VOG) is not applied for or submitted in time.

Article 5. Various Obligations of the Employee

1. You are obliged to:
 - a) provide us with information regarding any prior period of unemployment, in connection with possible premium reductions. For this purpose, we have engaged the expertise of Acture Subsidies B.V., located at Newtonlaan 203, 3584 BL Utrecht, registered at the Dutch Chamber of Commerce under number 59341483. By signing the Temporary Agency Employment Agreement, you grant Acture Subsidies B.V. a power of attorney to apply for a Target Group Declaration (LKV) with the UWV, to have this declaration sent to the address of Acture Subsidies, and to sign it on your behalf;
 - b) inform us immediately if the Client requires you to perform work abroad. This applies regardless of the duration of the stay abroad. If you fail to inform us in time and perform work abroad on behalf of the Client without our approval, all resulting consequences shall be entirely at your own risk and expense;
 - c) inform us at registration, and therefore prior to commencement of employment, whether you have previously accrued pension rights with StiPP or any other pension provider. You acknowledge that successive employment (“opvolgend werkgeverschap”) shall not apply if the conditions for its applicability are not met as a result of incorrect or incomplete information provided by you;
 - d) perform the agreed work under the supervision and direction of the Client, and comply with (reasonable) instructions issued by us and the Client in relation to the performance of such work;
 - e) accept suitable and replacement work during the term of the Temporary Agency Employment Agreement in case the Client no longer has work available for you, as

provided in the CAO. If you refuse such suitable or replacement work, are no longer available for work, have terminated your registration with us, or can no longer be reached by us, you are not entitled to wages and we are entitled to impose disciplinary measures;

- f) conduct yourself as a good employee;
 - g) follow instructions of authorised representatives of the Client that fall within the scope of the daily performance of your duties. You must observe all workplace rules and company policies applicable at the Client;
 - h) take responsibility for any content you publish on social media, ensuring you respect the legitimate interests of us, your colleagues, the Client and third parties, and do not cause (im)material harm. You must be aware of your activities on social media, both in a professional and private context;
 - i) comply with all official (company) regulations, workplace rules, protocols, safety and occupational health instructions, work instructions and conduct regulations issued by us or the Client;
 - j) inform us immediately of any change to your IBAN/bank account details. If you fail to do so, you bear all resulting risks and damages. If you do not provide a bank account demonstrably in your name, we are legally prohibited from paying your wages. We are also entitled to take (legal) action if you fail to provide bank details;
 - k) comply with the Basic Registration of Persons (BRP) regulations for accurate registration as a resident or non-resident. If you are a labour migrant, we have informed you about the difference between RNI (Registration of Non-Residents) and BRP registration as a resident. You may apply to be registered as a resident in the BRP after arriving in the Netherlands, and if initially registered as a non-resident, you may apply to convert that registration after four months;
 - l) any situation in which your personal interests, or those of a family member, may conflict (or appear to conflict) with the interests of us and/or the Client. You must avoid situations that could compromise your ability to perform your duties objectively and effectively. Examples include, but are not limited to:
 - i. holding ownership or any other interest in a competitor of us and/or the Client during your employment;
 - ii. directly or indirectly receiving commissions, benefits or payments from the Client or third parties, except for customary small-value business gifts, about which you must consult your direct supervisor;
 - iii. supervising, evaluating, determining salary or awarding benefits to a close family member employed by us and/or the Client.
2. If the Temporary Agency Employment Agreement does not end when the assignment with the Client ends, you are required to fully cooperate in accepting any other suitable replacement work offered to you.
3. You have been provided with information regarding the required professional qualifications and have received documentation containing the specific characteristics of the assigned workplace. By signing the Temporary Agency Employment Agreement, which includes this Personnel Handbook, you confirm receipt and understanding of the risk assessment form.

4. Upon our and/or the Client's request, you must fully cooperate in any audit related to liability of hirers ("inlenersaansprakelijkheid"), compliance with the CAO, and compulsory pension schemes, by providing written information.
5. We are your sole point of contact for all employment-related matters, including but not limited to:
 - i. your wages and other employment conditions;
 - ii. requests for holiday or other leave (to be established where necessary in consultation with the Client);
 - iii. questions regarding your payslip, the CAO, and any matters relating to your Temporary Agency Employment Agreement;
 - iv. reporting sickness and reintegration, which must always be reported to us within the required timeframe and to the designated person or department;
 - v. your performance, the assessment thereof and any related consequences or disciplinary actions;
 - vi. training and education. We may require you to undertake training that is mandatory by law or the CAO. Such training shall not require reimbursement by you. For other training, we may require you to sign a study cost agreement.
6. It is important to us, the Client(s) and yourself that you perform all duties belonging to your position to the best of your abilities. You may be required to perform other duties at other Clients and/or other locations, if such duties may reasonably be required from you. There is no exclusive assignment of you to a single Client.
7. You must immediately notify us and the Client of any injury or incident occurring during your work. The Client is responsible for, and liable regarding, working conditions on the work floor.
8. If you are unsure which regulations apply or which protective equipment must be used, you must consult your supervisor.
9. We have informed you of various options to follow language courses, including through your local municipality. You are encouraged to inquire with your municipality about available language programs.

Article 6. Place of Work

1. You shall perform your work activities at the location of the Client, as indicated in the Assignment Confirmation, unless you receive different instructions from us.
2. We are not obliged to physically enable you to carry out work at the Client during the term of your Temporary Agency Employment Agreement in the following situations:
 - i) if you are suspended or put on non-active duty by us and/or the Client;
 - ii) if you are temporarily relieved from work duties pending investigation;
 - iii) if a third party engaged by us or the Client is conducting an investigation into your conduct or omissions;
 - iv) if work ceases to exist at the Client for any reason whatsoever.

3. In some cases, you may be required to perform work at a different location than the one stated in the Assignment Confirmation. You are obliged to cooperate and perform work at such alternative locations and/or at other Client(s).
4. Work will principally be performed in the Netherlands. If you are required by us to perform work abroad, you will receive specific notification. This may take the form of an agreement applicable in the country of assignment or written or oral notice from your contact person including an A1 declaration. These documents specify the country of work, the duration of the assignment, and applicable social security regulations. Payment will always be made in euros. Housing and transportation abroad will not be arranged by us unless explicitly agreed in writing. You bear full responsibility and liability for such arrangements.

Article 7. Time Registration

1. Time registration must take place by means of digital or written time sheets. At the end of each week, you must record the number of regular hours, surcharge hours, overtime hours worked, and any other applicable allowances. The time sheet must be submitted to the Client for approval. Approved hours are considered proof of hours worked. Salary will only be paid for hours submitted and approved. If the Client submits hours directly, you agree by signing the Employment Agreement that such hours are deemed correct. You must verify the hours paid on your payslip and report discrepancies within 30 (thirty) days.
2. You are obligated to strictly and fully comply with the instructions regarding time registration. Any incorrect or incomplete time registration will be at your risk and expense.
3. If you submit incorrect or incomplete hours after being instructed on the correct procedure, you may receive a verbal or written warning. Repeated failure to follow time registration procedures may result in disciplinary measures.

Article 8. Wages and Expense Allowances

1. Your gross (hourly) wage and applicable Remuneration (Equivalent or Equal Remuneration) are stated in the Assignment Confirmation.
2. Wages are paid weekly and/or every four weeks at our discretion, as indicated in the Assignment Confirmation.
3. You shall only receive wage payments (and other emoluments) from us and never directly from the Client. If the Client pays you directly, you must notify us immediately.
4. Remuneration is established per assignment. Each new assignment may result in adjusted Remuneration in accordance with the CAO.
5. Percentages for reservation of above-statutory holidays or ADV/ATV (if applicable) will be paid out with the periodic wage unless agreed otherwise. Time-for-time balances will be paid out at the end of the assignment.

6. You grant the Employer a written mandate (proxies) to offset wage advances, overpayments, transport costs, travel costs, tools, clothing, housing-related costs, training, insurance costs or other similar expenses against your gross or net wage exceeding statutory minimum wage. You may withdraw this mandate at any time by written notice.
7. If you receive an incorrect payment, you must inform us immediately.
8. In case of force majeure affecting the Employer and/or Client, we may reduce wage payment by up to 50% for a maximum of three months, while always ensuring payment of statutory minimum wage and holiday allowance and only insofar permitted under the CAO.
9. In case of force majeure or exceptional circumstances preventing work, you agree that above-statutory holiday hours and/or accumulated ADV/ATV may be used to cover periods of non-work.
10. Payslips will be provided digitally to the e-mail address you have supplied.
11. All financial consequences of the anonymous tax rate due to missing BSN are entirely at your risk.
12. Force majeure includes (but is not limited to): strikes, blockades, government restrictions, war, power failures, epidemics, quarantine measures, severe weather, flooding, natural disasters, and situations where working on site is prohibited by government advice.

Article 9. Working and Rest Times

1. The working and rest time regulations of the Client apply to you. The Client may establish a work schedule that differs from other employees.
2. Working hours shall be determined in mutual consultation between the Employer, the Client, and you.
3. We and/or the Client reserve the right to adjust the working hours after commencement of the work activities. You are obliged to comply with the amended working hours.
4. We may apply the Client's rules concerning call-up notice periods, quarterly or annual hour norms, norms over different periods, and/or time-for-time arrangements, insofar as such rules apply to employees in equivalent positions employed directly by the Client. If such a scheme is applied to you, this will be stated in the Assignment Confirmation.
5. If overtime is required in the opinion of us and/or the Client, you are obliged to perform such overtime work.
6. You must commence work strictly at the scheduled time. Failure to do so may result in disciplinary measures.

Article 10. Holiday Entitlement and Holiday Allowance

1. You are entitled to holiday allowance in accordance with the applicable Remuneration.

2. You accrue holiday days in accordance with the applicable Remuneration.
3. Any statutory or above-statutory holiday days not taken shall lapse or expire in accordance with the law and the CAO.
4. Holiday entitlements are accrued proportionally. If your Temporary Agency Employment Agreement does not last an entire calendar year or if your employment is not full-time, entitlement is calculated pro rata in accordance with the applicable Remuneration.
5. Any request for holiday/leave shall be honoured as much as reasonably possible, following consultation with us and the Client.
6. Holiday days must always be requested through us, even if you are on sick leave.
7. We consider it important that you take your holiday days in a timely manner. Since responsibility for taking holiday days rests with you, we expect you to take them primarily within the year in which they are accrued.
8. If you work at a Client that applies a collective shutdown or compulsory holiday period, you shall take holiday or leave days during that period.
9. We reserve the right to designate up to five mandatory holiday days per year. These days will be deducted from your holiday balance.
10. Information provided by the Client regarding Remuneration (including hourly wage and/or ADV compensation) is leading when calculating your entitlements. If ADV applies under the Client's collective agreement, compensation will be granted in time unless agreed otherwise. Where the Client's information is unclear, the calculation method from the CAO applies.
11. An overview of paid leave entitlements can be found in the Work and Care Act (WAZO), the Paid Parental Leave Act, and through UWV.nl or rijksoverheid.nl.

Article 11. Sickness

1. If you are ill, you must strictly comply with the Sickness Reporting Regulations as set out in Appendix 1 and the applicable provisions on sickness and incapacity for work in the CAO.
2. You are entitled to wage continuation during sickness or incapacity for work in accordance with the applicable Remuneration and the CAO.

Article 12. Pension

1. You will participate in the applicable (mandatory) sectoral pension scheme for the personnel services industry (StiPP), insofar as you meet the statutory and scheme-specific conditions. The employee contribution due under the pension scheme will be withheld from your wages by the Employer.

Article 13. Company Vehicles / Personal Protective Equipment (PPE) / Company Property / Accommodation

1. We may provide you with a (company) vehicle. The applicable costs and rules are set out in the separate agreement concluded with you.
2. You are required to exercise the utmost care with regard to property belonging to us or the Client, including any personal protective equipment (PPE) provided to you. Unless otherwise agreed individually, we — in cooperation with the Client — will provide you with necessary equipment to perform your duties properly. We may require a security deposit on such items on behalf of the Client. You hereby expressly authorise us to deduct the deposit from your wages and other emoluments, subject to statutory rules on wage deductions. You may revoke this authorisation at any time by notifying us in writing. Revocation does not affect the remainder of this Personnel Handbook.
3. You are required to use the provided PPE during the performance of your duties. If you fail to use PPE and suffer damage that could have been prevented by its use, neither we nor the Client shall be liable for such damage.
4. You are responsible for the use and maintenance of any materials provided to you. You must return such property in good condition to us and/or the Client.
5. You may not use company property of us or the Client for private purposes unless prior written approval is obtained. In the event of damage, loss, or failure to return company property, we and/or the Client reserve the right to recover such damage from you and/or deduct it from your wages. By signing the Temporary Agency Employment Agreement, you authorise us to deduct such damage from your wages, subject to applicable legal requirements. You may revoke this authorisation at any time by notifying us in writing. Revocation does not affect the remainder of this Personnel Handbook.
6. In the event of incapacity for work, you must, upon our or the Client's first request, immediately return all company property — including any accessories — in good condition. We are not obliged to compensate you in any way for such return.
7. Upon termination of the Temporary Agency Employment Agreement, you must immediately return all items in your possession that belong to us or the Client or are related to your work, including documents, materials, keys and company equipment, as well as copies thereof.
8. If we and/or the Client provide company equipment, an excess (deductible) of €2,000.00 per incident applies in all cases of damage, unless agreed otherwise in writing. This excess is immediately due and payable and will be deducted from your next wage payment. By signing the Employment Agreement (of which this Handbook forms part), you agree to this authorisation. You may revoke this wage deduction authorisation at any time by notifying us in writing.
9. We are entitled to offset any amounts owed by you — including damages and penalties — against your final settlement.

Article 14. Confidentiality and Intellectual Property Rights

1. We and the Client attach great importance to the protection of sensitive business information and confidential data regarding us, the Client, our relations and employees. You are obliged to maintain confidentiality. You may not disclose any such information to third parties, whether verbally, in writing or in any other form. This includes all non-public information that is either classified as confidential or that you should reasonably understand to be confidential.
2. In the event of suspension or termination of your employment — regardless of the reason — you must, upon the first request of us or the Client, immediately return all property, documents and items related to us or the Client.
3. You are prohibited from sharing the content of the Temporary Agency Employment Agreement, the Assignment Confirmation, this Personnel Handbook, payslips, or other employment-related information with third parties without our consent. This prohibition does not apply if otherwise agreed between you, the Client and us.
4. Your confidentiality obligations continue both during and after termination of the Temporary Agency Employment Agreement.
5. If you must disclose confidential information to a third party, or if you are approached by the press or any other third party for information, you must notify us in advance and may disclose such information only with our prior consent.
6. We reserve the right to file a criminal complaint for breaches of confidentiality under Article 273 of the Dutch Criminal Code.
7. All intellectual property rights created by you during the performance of your duties, or arising within one year after termination thereof, shall be vested exclusively in us and/or the Client.
8. You must notify us and/or the Client of any work results, inventions, designs, programs, methods or other creations that may lead to intellectual property protection.
9. You must transfer all such intellectual property rights to us or the Client (as applicable), insofar as such rights do not automatically vest under the law.
10. You must provide full cooperation — even after termination of employment — in the registration, protection and enforcement of such intellectual property rights.
11. We and/or the Client are not obliged to apply for intellectual property protection. If a patent is applied for, you may, if appropriate, be listed as the inventor.
12. You acknowledge that no intellectual property rights accrue to you personally and that any such rights vest in or must be transferred to us or the Client.
13. Intellectual property rights include, but are not limited to: copyright, design rights, patents, semiconductor topographies, plant variety rights, neighbouring rights, trade name rights, trademarks and database rights.
14. Your wages include a fair compensation for the transfer of any intellectual property rights.

15. If requested by the Client, you must sign additional confidentiality or intellectual property agreements.

Article 15. Ancillary Activities, Non-Competition and Non-Solicitation

1. During the term of your Temporary Agency Employment Agreement, you are prohibited from performing ancillary activities — whether paid or unpaid — without our prior written consent, insofar as we can justify refusal on the basis of objective reasons. This means that if you perform any ancillary activities, you must notify us immediately. Only upon your explicit, written and reasoned request, and if we have no objective grounds to refuse, may we grant permission. Conditions may be attached to such permission.
2. You are prohibited — during and after the Temporary Agency Employment Agreement — from encouraging employees of ours or of the Client to terminate their employment or contractual relationship.
3. We consider it necessary to agree with you a relationship and non-competition clause, due to compelling business interests within the meaning of Article 7:653 paragraph 2 BW. These compelling business interests are motivated as follows:
 - a) We match the demand for labour (Clients) with the supply of labour (Temporary Agency Workers, including you).
 - b) We have invested in bringing together the Client's demand and your availability. We therefore have a strong interest in ensuring our investment does not benefit competitors.
 - c) Our business model relies on assigning workers (including you) to Clients at agreed rates. If the Client and Temporary Agency Worker engage outside of us — directly or through another agency — this severely damages our business operations.
 - d) You perform work at Clients and therefore acquire direct contact with and knowledge of Clients.
 - e) We invest significantly in training and developing your skills, and we have a legitimate interest in preventing such investments from benefiting our competitors.

These circumstances — individually and collectively — constitute a sufficiently compelling business interest. This list is not exhaustive and may be amended.

4. The following relationship and non-competition clause applies to you:

You are prohibited, for a period of 12 months following termination of the Temporary Agency Employment Agreement, from performing — directly or indirectly, through a third party or on your own behalf — any work activities for the Client(s) or any company affiliated with the Client(s), without our prior written consent.

For a period of six months after termination of the Temporary Agency Employment Agreement, you may not — without our prior written consent — perform any activities, in any capacity (employee, freelancer, entrepreneur, partner, shareholder, or otherwise), for companies whose activities are equal, similar or related to our activities or those of companies affiliated with us.

5. If you wish to enter into an employment agreement or other work relationship directly with the Client for whom you have performed work through us, this is permitted as an exception to the above prohibitions. However, you must inform us in writing beforehand.
6. The prohibitions in this Article explicitly do not apply to the formation of an employment agreement or work relationship with the Client to whom you were last assigned after the end of the assignment. You are therefore permitted — by exception — to take up direct employment with your most recent Client.

Article 16. Identification Requirement

1. By signing the Temporary Agency Employment Agreement, we have verified your identity, including the prevention of identity fraud, based on one of the following valid identity documents:
 - Passport or identity card (including document number);
 - Residence permit (including document number);
 - Work permit (including document number).By signing the Agreement, you declare that all documents submitted to us are genuine and legally belong to you.
2. Under Dutch law, you are required to carry a valid identity document at the workplace. The Netherlands Labour Inspectorate, (foreign nationals) police, UWV, Tax Authorities, or other authorised bodies may conduct inspections. You must be able to present your original, valid passport or identity card upon request from these authorities or from us.

Article 17. Processing of Personal Data

1. The personal data you provide to us will be treated confidentially. You hereby, insofar as required, give consent for us to process your personal data within the meaning of the General Data Protection Regulation (GDPR) and related laws. Your data may be processed internally, shared with the Client, and provided to third parties where necessary for the execution of the Temporary Agency Employment Agreement.
2. We hereby inform you that your personal data may be shared with the Client for purposes including:
 - creating a profile in the Client's planning system;
 - scheduling and recording your working hours;
 - granting access to the workplace;
 - facilitating the performance of your duties at the Client's premises.

Only the following data may be shared:

- full name;
- date of birth;
- contact details (telephone number and/or email address);

- personnel number or identification code (if applicable);
 - any additional data strictly necessary for the above purposes.
3. Our privacy policy is based on the GDPR and will be provided to you upon request.
 4. You agree that we and the Client may exchange information relating to your performance and employment.
 5. Personnel records are managed by management or designated employees. All information is treated as confidential and stored securely.
 6. Personnel files contain information relating to recruitment, selection, employment, performance, sickness, salary development, and training. All processing activities are recorded in our processing register, which you may inspect upon request.
 7. Under the GDPR, you have the right to:
 - access your personal data;
 - request correction of inaccurate data;
 - complete incomplete information;
 - request deletion of data (in certain cases);
 - restrict processing (in certain cases);
 - object to data processing (in certain cases);
 - receive and transfer your data (data portability);
 - lodge a complaint with the supervisory authority;
 - be informed promptly of any data breach that poses a high risk to your rights (unless we are legally exempt).

Requests may be submitted via e-mail to fg@logisticforce.nl.

8. Upon termination of employment, your personnel file will be cleared and destroyed, except for the Employment Agreement, notice of termination, and data that must be retained by law.
9. Personal data will only be shared with third parties when necessary for the performance of the Agreement, to comply with legal obligations, or with your explicit written consent. We ensure confidential handling of your data.
10. By signing the Temporary Agency Employment Agreement, you consent — insofar as necessary — to the processing and sharing of your data for execution of the Agreement and legal obligations, including with UWV, Tax Authorities and payroll processors.
11. You consent to the processing of disability-related information insofar as necessary under the Sickness Benefits Act (ZW) and the Work and Income (Capacity for Work) Act (WIA).

Article 18 Changes in Personal Information

1. If any changes occur in your personal situation that are relevant to the Temporary Agency Employment Agreement, you must notify us within five days after becoming aware of such change(s). This includes (but is not limited to) changes in:
 - home address;

- marital status;
- possession or loss of a driving licence;
- your IBAN/bank account;
- detention or incarceration;
- family composition;
- illness;
- (for foreign nationals) residence or work permit status.

You must provide the supporting documentation requested by us.

Any consequences resulting from failure to report such changes in a timely manner shall be entirely for your own risk and expense.

Article 19 Data Breach Notification Duty

1. You are required to comply with all IT security policies and protocols of the Client when you are granted access to the Client's systems (which is only permitted with the Client's consent).
2. If, during the performance of your duties, you process or come into contact with personal data, you must immediately report any (suspected) data breach or security incident to us and/or the Client. You must notify us and/or the Client by telephone and email, providing full information about:
 - the nature of the incident;
 - the data involved;
 - the circumstances;
 - any measures you have taken or observed.

You must provide full cooperation in any actions taken by us and/or the Client to contain the incident and prevent recurrence.

3. You must strictly comply with our and/or the Client's procedures regarding data breaches and/or security incidents.

Article 20. Penalty Clause

1. If you violate any obligation arising from Articles 14 and/or 15 of this Personnel Handbook, you shall — without notice of default and notwithstanding the provisions of Article 7:650 BW — owe the Employer an immediately payable penalty of **€2,500 per violation**, plus **€250 for each day or part of a day** that the violation continues.
This penalty applies **in addition to** any other rights of the Employer, including the right to:
 - demand performance (compliance);
 - claim damages instead of the penalty.
2. If your wage does not exceed the statutory minimum wage, the following alternative penalty clause applies instead:
 - You shall owe a penalty equal to **half a day's gross wage per violation**.
 - No more than half a day's gross wage in total penalties may be imposed within one week.
 - Each penalty becomes immediately due and payable without formal notice.

- The penalty shall be paid to a designated charitable purpose benefiting vulnerable individuals in society (e.g., a local food bank).

This penalty does not affect our right to also:

- claim damages;
- demand compliance.

Article 21 – Disciplinary Measures

1. Without prejudice to the right to impose any specific penalty, the Employer may apply the following disciplinary measures in the event of non-compliance or breach of the Personnel Handbook, the Temporary Agency Employment Agreement, or any other applicable regulations:
 - a) a reprimand;
 - b) suspension, with or without continued payment of wages;
 - c) a change of function (including transfer or demotion), with or without a reduction in wages;
 - d) dismissal (including summary dismissal).
2. When determining an appropriate sanction, we will take into account the seriousness of the breach and the specific circumstances of the case.
3. Suspension and the initiation of a dismissal procedure may be applied simultaneously.
4. If we consider that, prior to imposing any of the disciplinary measures listed above, an investigation into the facts is required, you may be placed on non-active duty with continued payment of wages pending a final decision. If a dismissal procedure is subsequently initiated, the non-active status may be extended until the termination date, or converted into a suspension or non-active status up to the termination date.
5. Any conduct towards the Client that constitutes an urgent reason for termination of the assignment shall equally constitute an urgent reason for dismissal by the Employer.
6. The above does not affect our right, where specified in our company rules or this Personnel Handbook, to impose any penalty (whether or not by deduction from wages). These penalties benefit the Employer and deviate from Articles 7:650 paragraphs 3 to 5 BW. Instead of a penalty, we may always claim damages or require compliance.

Article 22 – Final Provisions

1. In cases not provided for in this Personnel Handbook, the Employer — where necessary in consultation with the Client — shall decide.
2. If you have a complaint for any reason and on any basis, a complaints procedure is available. The complaints procedure is included in **Appendix 6**.
3. Requests for changes in function, working hours, employment conditions, or working circumstances will be assessed within the context of the triangular relationship between you,

us (as your Employer), and the Client. Such requests will only be granted if neither our business interests nor those of the Client are harmed.

4. This Personnel Handbook and any other appendices may also be provided in languages other than Dutch. In the event of discrepancies between the Dutch text and the translated version, the Dutch text shall prevail at all times.
5. This Personnel Handbook and all Appendices are governed by Dutch law.

APPENDIX 1 — SICKNESS AND ABSENCE REGULATIONS (PART 1/3)

Both you and the Employer share responsibility for ensuring a prompt return to work in the event of incapacity for work due to illness. The regulations of the Client and the NBBU CAO regarding sickness and incapacity for work apply.

As Employer, we are a **self-insured employer (“eigenrisicodrager”) for the Sickness Benefits Act (ZW)**.

Acture B.V. acts on our behalf and is responsible for all statutory obligations resulting from this self-insured status, including:

- administration of sickness absence,
- assessment of ZW claims,
- reintegration into work,
- determination of the daily wage (“dagloon”).

Acture is supported by an occupational health service (“arbodienst”) for medical and reintegration guidance.

Reporting Sick

If you are ill, you must report sick **personally, before the start of your working hours, but no later than 09:00** on the first day of illness.

You must notify:

1. the company/Client where you were scheduled to work, and
2. the Logistic Force Service Center office for which you work.

Sick reports must **always be made by telephone — WhatsApp or SMS is not accepted**.

If you report sick **after 09:00**, the **next day** will be considered the first day of illness.

If you become ill **during work**, you must report this immediately:

- to the Client’s direct supervisor, and
- to the Logistic Force Service Center.

Sick reports made by third parties are not accepted unless there is a justified reason.

Your sick report will only be processed **after contact has taken place** with both the Employer and Acture.

Processing the Sick Report

Acture will contact you by telephone.
You will receive an SMS and an email containing a link.
You must:

- click this link, and
- complete the required sickness information.

This serves as **your official confirmation** of your sick report with Acture.

If you prefer telephone contact with a casemanager, you may indicate this, and Acture will call you.

You must be reachable at the telephone number(s) known to us.

If you fail to respond, this may have consequences for:

- your sickness benefit payment (ZW),
- or the continued payment of wages (if applicable).

Staying at Home & Reachability

Until your first contact with Acture has taken place, you must remain **available at home between 08:00 and 18:00**.

You must also:

- inform Acture immediately if you are staying at a different address,
- remain reachable for house visits from the Employer or Acture.

Failure to be reachable may lead to:

- suspension or denial of sickness benefit payments.

Contact During Sickness

Regular contact between you, the Employer, and Acture is necessary to assess your situation and your right to benefit or wage continuation.

You must:

- cooperate fully in your recovery,
- immediately comply with any invitation to attend an appointment with the company doctor,
- follow all reintegration instructions.

If long-term illness is expected, fixed reachability times may be set.

Repeated failure to respond may result in:

- disciplinary measures,

- wage sanctions,
- or termination (including summary dismissal).

Company Doctor (Bedrijfsarts)

You must comply with any request or appointment to visit the company doctor.

If you cannot attend for compelling reasons, you must inform Acture **at least 48 hours beforehand**.

Failure to do so may affect **the duration or amount of your sickness benefit**.

Second Opinion

If you disagree with the advice of the company doctor, you may request a **second opinion**.

Key points:

- The company doctor initiates the second opinion unless there are compelling reasons not to.
- The second opinion is performed by a doctor **not affiliated** with the current occupational health service.
- Costs are covered by Acture **if the second-opinion doctor is from the designated pool**.
- You decide whether the second-opinion report is shared with the first company doctor.
- If you refuse to share it, the **original advice remains binding**.

If shared, the first company doctor:

- evaluates whether to follow the second opinion,
- informs you and Acture accordingly.

If you lose trust in the process, you may request transfer to another company doctor.

Complaints Procedure (Occupational Health Service)

Acture and the Employer ensure that the occupational health service has a formal complaints process.

You may use this procedure if the company doctor behaves unprofessionally or improperly.

UWV Expert Opinion (“Deskundigenoordeel”)

If you disagree with:

- how Acture or the Employer follows the company doctor's advice, or
- the reintegration direction being taken,

you may request an **expert opinion** from the UWV.

The UWV will assess:

- whether the Employer or Acture has fulfilled reintegration obligations, or
- whether too much or too little is being demanded of you.

The expert opinion is **not legally binding**, but is taken into account by Acture in the continuation of your case.

Objections and Appeals (UWV)

If the company doctor declares you fit for work or if any other decision affects your ZW entitlement, Acture will request a formal decision (“beschikking”) from the UWV.

- You will receive a copy of the decision.
- You may file an objection within UWV deadlines:
 - 2 weeks for fit-for-work decisions,
 - 6 weeks for other decisions.

If the objection is rejected, you may appeal to:

- the district court,
- then the higher court if necessary.

The Employer and Acture may also file objections or appeals.

Sickness While Abroad

If you fall ill while on holiday abroad:

- you must comply with the same obligations as in the Netherlands;
- you must attend any appointment with the company doctor upon request;
- if your health prevents travel, you must report sick to the **local foreign social security authority** within **three days**.

You must submit a **medical certificate** within **three days** after onset of sickness, drafted in **Dutch or English**, stating:

- the diagnosis,
- degree of incapacity,
- expected duration,
- inability to travel.

Failure to comply may affect your sickness benefit.

Taking Holiday While Sick

If you wish to take holiday during sickness, you must request written approval **at least two weeks in advance** from:

- the Employer,
- Acture,
- and the company doctor.

Holiday taken during sickness counts as **holiday leave**, not sickness leave.

Holiday may only be approved if:

1. it does not hinder your recovery or reintegration;
2. you continue to follow your reintegration plan;
3. you provide your holiday address in advance.

Failure to comply may result in:

- disciplinary action,
- wage or benefit sanctions.

Recovery and Reintegration Obligations

You must:

- seek medical treatment promptly;
- follow advice from the (company) doctor;
- cooperate fully with reintegration activities, including:
 - workplace adjustments,
 - therapeutic work,
 - training,
 - partial return to work.

You must refrain from any behaviour that may hinder your recovery, including:

- sports,
- strenuous activities,
- home renovations,
- attending events,
- working elsewhere.

If you believe an activity supports recovery, approval from the company doctor is required.

Failure to comply may lead to:

- official warning,
- wage suspension or denial,
- summary dismissal.

Reporting Recovery

Once you are fit for work again, you must notify both:

- the Employer, and
- Acture,

immediately.

You do not need permission to resume work.

If you resume work partially, remaining hours claimed as sickness must still follow all rules.

Sickness Benefit

While your employment continues:

- the Employer pays sickness benefit in accordance with the NBBU CAO.

After the end of your contract:

- Acture pays your sickness benefit,
- starting roughly 4 weeks after receiving the end-of-contract notification.

The daily wage is based on your earnings in the past year.

Changes affecting your ZW entitlement must be reported **immediately**.

Wage Suspension, Termination and Liability

If you fail to comply with any obligation:

- wage payment may be suspended or stopped,
- disciplinary measures may be imposed,
- summary dismissal may follow.

You are liable for all damage suffered by the Employer as a result of non-compliance.

Illness Occurring Within 4 Weeks After Contract End

If you fall ill within four weeks after your contract ends and you:

- are **not** employed elsewhere, and
- do **not** receive WW benefit,

you must report this **within 24 hours** to the Employer following the standard sickness procedure.

You must then:

- provide all required information,
- attend company doctor appointments,
- cooperate in reintegration,
- provide medical information to the company doctor (not the Employer),
- apply for WIA or IVA if instructed.

Privacy

Acture processes personal data in accordance with the GDPR.

The privacy statement can be found at:

www.acture.nl/werknemers/privacy

Contact Details – Acture

Casemanagers can be reached at:

 **024-8909470**

APPENDIX 2 – ANTI-DISCRIMINATION POLICY

Our business operations aim to offer jobseekers an equal opportunity to work, regardless of:

- age,
- sex/gender,
- marital status,
- sexual orientation,
- life, political or religious beliefs,
- race or ethnic background,
- nationality.

Recruitment and selection are based **solely on job-related criteria**.

Purpose of This Policy

This policy aims to clarify:

1. what is considered discrimination or discriminatory requests;
2. our position on discriminatory behaviour;
3. expectations regarding your conduct when performing recruitment-related tasks;
4. reporting, escalation, and support options;
5. our responsibilities as Employer.

Definition of Discrimination

Discrimination means making direct or indirect distinctions between persons based on protected characteristics listed above.

It also includes:

- complying with discriminatory requests from Clients,
- requests to select candidates based on non-job-related criteria.

Our Position

- a. We reject all forms of discrimination.
- b. Client requests based on discriminatory criteria will only be honoured if **objectively justified**, meaning:

A criterion is objectively justified if:

- it serves a legitimate purpose (e.g., safety),
- it is suitable to achieve that purpose,
- it is proportionate,
- it is strictly necessary and no less intrusive alternative exists.

- c. We do not tolerate discriminatory treatment of our employees or Temporary Agency Workers by anyone.

Conduct Expected From Employees

- a. You are responsible for recognising and rejecting discriminatory requests from Clients.
- b. If you experience, witness, or suspect discrimination, you may report this to your supervisor or directly to Employer management.

Employer Responsibilities

We are responsible for:

- ensuring a safe, respectful workplace,
- ensuring this policy is understood and implemented,
- training staff to recognise discriminatory requests,
- preparing staff to handle discriminatory situations professionally,
- maintaining and reviewing discrimination reports.

APPENDIX 3 – ALCOHOL, DRUGS, MEDICATION AND WORK

1. Purpose

This policy forms part of our occupational health and safety policy and aims to:

- prevent alcohol and drug-related issues,
- prevent safety hazards and health risks,
- prevent production loss and reputational damage,
- ensure safe and responsible work.

We operate a **zero-tolerance policy**.

2. Alcohol

1. You are prohibited from consuming alcohol during working hours.
2. You may not be under the influence of alcohol at work.
 - Alcohol metabolises slowly (~1.5 hours per standard drink).
3. You may not possess, supply, or trade alcohol at the workplace.

3. Drugs

1. You are prohibited from using drugs (soft or hard) during work.
2. You may not be under the influence of drugs at work.
3. You may not possess, supply, or trade drugs at the workplace.

4. Medication

1. If you use medication with a **yellow warning label** (affecting reaction time), you must notify the company doctor.
2. If your duties require high alertness, you may be temporarily reassigned.
 - You must cooperate with any reassignment.

5. Testing for Alcohol and Drugs

1. You must voluntarily cooperate with valid alcohol or drug tests, including breath, urine, or blood testing.
2. Tests may be performed by authorised personnel.
3. Testing may be random or targeted.

6. Conditions for Testing

1. We may conduct tests at any time to ensure compliance.
2. Testing is only performed for safety and occupational health purposes.
3. If there is suspicion or risk, targeted testing may occur.

7. Employee Rights and Data Protection

1. You must be informed of:
 - purpose,
 - nature,
 - testing method,
 - applicable rules.
2. We acknowledge that testing interferes with privacy; however, due to safety concerns, it is necessary.
3. You have the right to:
 - a. be informed first of the result;
 - b. request a counter-test (“contra-expertise”).

Test results are kept only for as long as strictly necessary.

8. Sanctions

Violations may result in:

- disciplinary measures,
- warnings,
- suspension,
- demotion,
- or **dismissal**, including summary dismissal.

This is based on Article 7:660 BW and the disciplinary provisions in the Personnel Handbook.

APPENDIX 4 – WORKING FROM HOME REGULATIONS

1. Conditions for Working From Home

Working from home is only permitted if:

- the work can primarily be carried out by computer,

- the Client approves working from home,
- you can work independently and without continuous supervision,
- you remain professionally reachable for both the Client and colleagues during regular office hours.

You are expected to perform your duties professionally and responsibly.

2. Occupational Health and Safety Requirements

The Dutch Working Conditions Act applies to homeworking.

You have been informed of the relevant health and safety requirements and must comply with them. Any equipment provided by the Employer or the Client must be used according to instructions.

3. Requirements for the Home Workspace

A responsible and safe home workspace must meet at least the following conditions:

1. A quiet, separate room (not a kitchen table; no distractions such as children or household appliances).
2. Sufficient daylight or artificial lighting.
3. A desk at proper height, allowing correct laptop positioning.
4. A broadband internet connection with an active internet subscription.
5. Telephone accessibility.
6. Cables and cords safely stored to prevent tripping hazards.

The Employer or an appointed occupational safety specialist may inspect your home workspace. You must cooperate fully.

The Uitzendbevestiging specifies who bears any costs related to homeworking.

4. Responsibilities When Working From Home

You must:

- a. Use all provided ICT systems only for business purposes and with due care. (ICT systems include computers, phones, software, networks, internet, email, etc.)
- b. Ensure business operations are not endangered by improper, unauthorised, or unsafe IT use.
- c. Keep login credentials confidential. Usernames and passwords are strictly personal and may not be shared.
- d. Work exclusively within the secured digital environment of the Employer and/or the Client.

- e. Not store any business-related data locally on your own devices.
- f. Not keep physical documents at the home workspace; such documents must be scanned and uploaded into the secure system.
- g. Comply with all privacy, confidentiality, and information security measures.
- h. Treat all confidential information with utmost care.
Sharing confidential business information with others is strictly prohibited.

5. Control and Evaluation

- a. The Employer and/or the Client may conduct random inspections to verify compliance.
- b. At least once per quarter, your supervisor will evaluate:
 - performance,
 - working conditions,
 - compliance with safety rules,
 - adherence to responsibilities listed above.

6. Travel Allowance

If travel allowance forms part of your applicable remuneration, **no travel costs will be reimbursed** for days worked from home.

7. Penalties

Violations of these homeworking rules, the Employer's business interests, or general IT-security norms may result in:

- financial penalties (as described in Article 20 of the Personnel Handbook), and/or
- disciplinary measures (as described in Article 21).

8. Disciplinary Measures

Depending on the severity of the violation, the Employer may impose:

- written warnings,
- suspension,
- transfer or downgrade,
- or termination of employment, including summary dismissal.

APPENDIX 5 – HEALTH AND SAFETY REGULATIONS

The Employer and the Client consider safe working conditions and environmental protection an essential part of the business. We aim to minimise personal injury, material damage and environmental harm.

Article 1. General

1. Tasks, Responsibilities and Obligations

You acknowledge that:

- you have received information about the required professional qualifications and health and safety risks before starting work;
- all tools, equipment and materials provided remain the property of the Employer and/or the Client;
- you must return all company property immediately on the day the assignment ends.

You must fully comply with all applicable health, safety, and environmental rules of both the Employer and the Client.

You confirm that you have received the safety instructions applicable at the relevant Client's location.

If you are assigned to a new Client, you will receive newly applicable safety instructions.

2. Communication and Consultation

During work briefings, the Client will inform you of any hazards associated with your tasks.

If you observe unsafe situations, environmental hazards or health risks, you must report them immediately to your supervisor.

3. Inspections

Supervisors of the Client and the Employer may conduct regular inspections to verify compliance with safety, health, and environmental rules.

4. Occupational Health Service

If risks are identified via the risk assessment or if you believe that your work poses a health risk, the Employer will seek assistance from the occupational health service or company doctor.

5. Incidents, Accidents and Unsafe Situations

All accidents — major or minor — environmental damage or material damage must be reported immediately to the Client's supervisor and must be recorded and investigated to prevent recurrence.

6. Purchasing of Materials

Safety, health, and environmental considerations must be taken into account when acquiring materials.

Safety data sheets for hazardous substances must be stored and accessible.

7. Inspection of Work Equipment

If you work with personal protective equipment (PPE) or tools, you must immediately report any defects or unsafe conditions.

You may not use unsafe equipment.

The Client performs annual inspections, and you must cooperate.

8. Safety of Third Parties

Health and safety procedures are designed to protect not only employees but also third parties. The Employer may require third parties to implement safety measures to prevent danger to themselves or others.

Complaints Procedure (Safety)

Complaints about unsafe conditions must be reported in writing to:

- the Client's direct supervisor, and
- your contact person at the Employer.

If the supervisor does not act adequately, you may escalate to the Employer's management.

Article 2. Health

1. Occupational Health Services

The occupational health service (arbodienst) supports the Employer with:

- sickness absence guidance,
- preventive medical examinations,
- return-to-work investigations,
- open consultation hours.

2. Preventive Medical Examination

Depending on workplace risks, you may be required to undergo a preventive medical exam.

3. Contacting the Company Doctor

If you believe that your health is endangered by your work, you may contact the company doctor via the Employer's HR department.

4. Smoking Policy

- a. Smoking is prohibited in all company buildings of the Employer and Client.
- b. Smoking is also prohibited in company vehicles.
- c. Smoking is only allowed in designated smoking areas.
- d. You must follow the Client's smoking policy when working on external locations.

5. Enforcement of Smoking Rules

Repeated violations after warnings may result in:

- termination of employment,
- including possible summary dismissal.