

Yacht Contract Staffing Conditions

Version June 2016

Welcome to Yacht!

Hopefully, you will soon be able to start work at one of our clients. In that case, an employment contract will be concluded between you and Yacht. The special feature of this employment contract is that you will be employed by Yacht, but will perform work for, and under the management and supervision of one or more of Yacht's clients. At Yacht, these employment contracts are therefore referred to as 'placement contracts'.

These Conditions and the Yacht Staff Guide describe what you can expect of us and what we expect of you if you are registered with us and enter into our service. This is why you are requested to read the Conditions with care and to sign them for consent. You will later be able to view the signed version of this form in My Yacht.

1. Definitions

The following definitions apply for the purposes of these Conditions:

- a. placement:
your placement with a client of Yacht, in relation to a placement contract between you and Yacht in the context of a contract staffing arrangement;
- b. placement contract:
the employment contract, as referred to in Section 7:690 of the Dutch Civil Code, between you and Yacht. In law, this employment contract is referred to as a 'temporary employment contract'. Two variants are usually distinguished: the conventional temporary agency relationship, in which the employment contract is terminated by law when the placement with the client ends ('temporary employment clause') and the placement contract (with no temporary employment clause). If you come to work for Yacht, this will always be on the basis of a placement contract;
- c. My Yacht:
the private section of the website of Randstad Groep Nederland bv and its subsidiaries, to the extent that this is accessible to you;
- d. Staff Guide:
the Yacht Staff Guide, including any future changes to this;
- e. Yacht:
Yacht bv;
- f. explicitly:
made available electronically or in writing;
- g. current collective labor agreement (CLA):
The Collective Labor Agreement (CLA) for Temporary Agency Workers of the Federation of Private Employment Agencies (ABU), including any future changes to this CLA. You can view the CLA in My Yacht. The CLA applies to every placement contract. However, Yacht has its own attractive package of working conditions, which differs positively from the CLA on a number of points (and in any event, never negatively). For example, in the event of illness, Yacht continues payment of a higher percentage of the salary, the pension plan is more favorable and you receive one extra day of holiday per year.

2. Registration

Registration with Yacht is without obligation. The registration does not oblige Yacht to employ you and does not oblige you to enter into the service of Yacht.

3. The placement contract

3.1 Contracting

1. Yacht will explicitly confirm the agreements on the term and content of each placement contract to you. No placement contract will be concluded between you and Yacht until Yacht has issued an explicit confirmation of that placement contract. In principle, the confirmation will be made available electronically in My Yacht. You will receive an e-mail message as soon as a (new) confirmation has been posted in My Yacht.
2. If you do not accept the confirmation of the placement contract, you must explicitly notify Yacht of this as soon as possible, and **within five days** at the latest, via the button for that purpose in My Yacht. If you do not respond within this term, Yacht will assume your consent to the confirmation and the contents of the placement contract will be finalized.

3.2 Phase system

Phase A:

The first 78 weeks in which you work for Yacht, have been described in the CLA as Phase A*. In Phase A you get (each time) of a placement contract for a fixed period with Yacht, unless expressly agreed otherwise.

* For employees who reach retirement age apply - until July 1, 2016 – Phase A lasts for 130 weeks.

Phase B:

If you continue working after Phase A for Yacht or return to work for Yacht within 6 months after Phase A, you enter Phase B. In Phase B you get (each time) of a placement contract for a fixed period with Yacht, unless expressly agreed otherwise. Phase B lasts up to four years. In those four years up to 6 placement contracts can be entered.

Phase C:

If you continue working after Phase B for Yacht or return to work for Yacht within 6 months after Phase B, you enter Phase C. In Phase C you get a placement contract of indefinite duration.

3.3 Commencement, term and termination

1. The placement contract starts at the time referred to in the confirmation of the placement contract.
2. The placement contract is concluded for a fixed term of three months unless otherwise agreed and explicitly confirmed by Yacht. A fixed-term placement contract is terminated by law after the expiry date shown in the

THE
YACHT

a Randstad company

confirmation of the placement contract, which means that no notice of cancellation is required.

3. Unless Yacht explicitly confirms that no trial period, or a shorter trial period applies, the following trial periods apply for every first placement contract:

- 1 month for a placement contract for more than 6 months but less than 2 years;
- 2 months for a placement contract for 2 years or more.

During the trial period, both you and Yacht may cancel the placement contract with immediate effect. Explicit notice of cancellation is required.

4. The placement contract is terminated by law if and as soon as you do not, or do not within the agreed term explicitly confirmed by Yacht, or no longer:

- hold a professional qualification or registration referred to in the confirmation of the placement contract;
- hold a diploma or certificate referred to in the confirmation of the placement contract;
- successfully complete a course of training or education referred to in the confirmation of the placement contract;
- hold a Certificate of Good Conduct (VOG), if this is required for the placement;
- according to the known outcome of a pre-employment screening or integrity investigation, comply with the integrity, reliability and/or expertise requirements set by the client(s) for the performance of the work;
- comply with any other reasonable condition to be imposed by Yacht, without which (meaningful) placement with the envisaged client(s) is not possible.

4. Every placement contract is in any event terminated by law on the date on which you reach the age of entitlement to a state pension under the General Old Age Pensions Act (AOW), unless otherwise agreed and explicitly confirmed by Yacht.

3.4 Applicable conditions

1. These conditions apply to every placement contract. The Staff Guide also applies, except in as far as the confirmation of the placement contract states otherwise.
2. Yacht reserves the right to unilaterally adjust the contents of the Staff Guide. The latest version of the Staff Guide is posted on My Yacht.
3. The CLA currently applying at Yacht also applies to every placement contract, except in as far as these conditions, the Staff Guide, the confirmation of the placement contract or the confirmation of the placement differ from this in a positive sense.

3.5 Placement

1. During the term of your placement contract, you may be placed with (a) client(s) of Yacht on one or more occasions. The specific agreements on that placement will be explicitly confirmed to you, in principle electronically in My Yacht. The placement confirmation also contains the relevant details of the client.
2. In principle, unless stated otherwise, the agreements shown in the placement confirmation apply for the (full) term of the relevant placement with the relevant client. Any interim changes or additions to those agreements will be notified via My Yacht. You will then receive an e-mail message about this.
3. If you do not accept the placement confirmation, you must notify the Support Center of this as soon as possible, **within 5 calendar days**, by telephone +31 20 5691660 or by e-mail to supportcenter@yacht.nl. If you do not respond within this term, Yacht will assume your consent to the confirmation and the contents of the agreements on the placement will be finalized.

4. Remuneration and payment

1. Your remuneration and other working conditions are regulated in the current CLA, the confirmation of the placement contract and the Yacht Staff Guide.
2. If there is (temporarily) no suitable work for you, as referred to in the Staff Guide, you are not entitled to a salary if this is laid down in the confirmation of your placement contract.
3. The salary will be paid in the week after the end of each administrative period of four weeks in which you have worked, or are at least entitled to a salary. This does require that you register the hours that you have worked in good time, i.e. on every Monday following the end of a worked week before 8.30 a.m., unless the client provides the time registration. Unless otherwise agreed for a specific placement, you account for your hours electronically via My Yacht. This time registration will be sent to the client for checking. Payment takes place on the basis of the time registration. The hours that you have not worked due to holidays, public holidays, training, illness or for other reasons must also be registered. These hours will be checked by Yacht. You are not entitled to payment for hours, bonuses or expenses allowances that are not approved by a representative of the client authorized for that purpose, unless you can provide evidence to the contrary. Rejection of the time registration may lead to corrections after the event.
4. By way of derogation from the provisions of paragraph 4 of this Article, the salary for hours worked may be paid at most one administrative period of four weeks later than agreed if the time registration process at the client means that the registration of hours cannot be processed until later (the 'deferred week(s)'). In the case of such a 'deferred week' or weeks, this will be recorded in the confirmation of the placement.
5. Pay slips and annual statements are made available electronically in My Yacht.

5. Pension

1. If and as soon as you are 21 and have worked for Yacht for 26 weeks, you participate in the pension plan of Stichting Pensioenfonds Flexsecurity.
2. You hereby consent to the provision of your e-mail address to the pension administrator and grant consent for that pension administrator to provide all information on the pension plan to you electronically.

6. Confidentiality

You are required to protect the confidentiality of all non-public information about Yacht, its employees, its clients, other business relations and their staff or other relations that you obtain in relation to the placement services by and/or placement contract(s) with Yacht, including the resulting placement(s). You may only use this information and provide it to third parties in connection with and in as far as this is necessary for the realization and implementation of a placement contract with Yacht and the work to be performed in that regard for a client or clients of Yacht. It is possible that the client will require a more specific confidentiality declaration or agreement. You are required to cooperate in this.

7. Intellectual and industrial property rights

The intellectual property rights (such as copyrights and patents) for the results of your work for a client accrue to that client. In as far as these rights do not already accrue to the client by law or under a separate declaration or agreement that you have signed, you hereby transfer all intellectual property rights and all underlying works and inventions arising or that have arisen during and/or in connection with any placement contract with Yacht to Yacht for no consideration, so that Yacht, in turn, can transfer them to the client. You agree to provide all necessary cooperation to (further) facilitate the transfer. To the extent permitted by law, you hereby waive all personality rights (within the meaning of the Copyright Act) in relation to Yacht, its clients and other third parties. It is possible that the client will require a more specific declaration or agreement concerning intellectual property rights. You are required to cooperate in this.

8. Identification and deployment

1. You hereby declare that you hold a valid identity document and will continue to hold this during any and all placement contracts with Yacht, showing that you have the right to work in the Netherlands (see Article 2 of the Foreign Nationals Employment Act). You will give Yacht an opportunity to check this identity document at any time required.
2. No later than the day before the commencement of your placement contract, you must give Yacht an opportunity to make a copy/scan of your identity document. You have the choice of doing this shortly before you start work for Yacht (for the first time), or at an earlier stage. If you opt for the latter, you grant consent for Yacht to include this copy and your nationality in its administration at that earlier stage. If, unfortunately, no placement contract is concluded between you and Yacht, these data will be automatically removed from our system after 90 days.
3. You must ensure that you can always provide proof of your identity at your workplace with a valid identity document.

9. Resources

1. If resources such as a cell phone, a laptop or vehicle are made available to you in connection with the work, you are expected to use and maintain these with due care, in observance of the applicable laws and regulations and the regulations and instructions of Yacht and the client. At the end of the placement, the resources must be returned to Yacht, the client or to a third party designated by these, in good condition.
2. If you fail to comply with the provisions of paragraph 1, you will be liable to Yacht, the client and third parties for any damage (including traffic fines).

10. My Yacht

1. As soon as you have applied to Yacht and/or are registered, Yacht will, if necessary, create an account for you. If you have not yet activated this account, you should do so as soon as possible. Without an activated account, you will have no access to the confirmation(s) of any placement contracts and placements.
2. The log-in details for My Yacht are personal and confidential. You may not provide these log-in details to third parties or allow third parties access to My Yacht. Any loss, abuse or theft of personal details, including the password, must be reported to Yacht immediately.
3. You hereby consent to electronic reporting and exchange of data relating to any and all placement contracts to be concluded with you and changes to these and other information relevant for placements.

11. Personal data

1. You hereby declare that data and documents that you have provided in connection with registration, in particular with regard to your identity, your right to stay and work in the Netherlands and your employment record are accurate and complete. You must always inform Yacht in good time of any changes and/or additions to the information provided, including any withdrawal or expiration of your identity document.
2. Yacht is responsible for processing the personal data that you have provided and/or that Yacht has gathered by other means. Yacht treats personal data with due care. Yacht processes personal data in order to be able to comply correctly with the law and to provide good services for its employees and clients. For these purposes, personal data may be provided to third parties, such as (potential) clients, other subsidiaries of Randstad Groep Nederland bv, organizations responsible for the administration of pension plans or (top-ups for) social insurance benefits and authorities responsible for investigating and controlling fraud. Yacht processes personal data in observance of the law and its privacy policy. More information on the privacy policy (including a more detailed description of the data that are processed, the purposes for this and the way in which it takes place) is available in the Staff Guide and the Privacy Statement at www.yacht.nl.

You hereby declare that you have read the above Conditions and the Yacht Staff Guide and that you accept these.

Signature <#GENDER1#>:

Name <#EM_AANHEF4#>
<#GENDER1#>:

Employee number: <#EM_NUMMER#>

Date: