

Staff Guide Yacht BV

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Staff Guide for Yacht employees

The Staff Guide for Yacht employees is presented here. This Guide applies for employment contracts concluded from 20 April 2015 onwards. This Guide applies for everyone who is currently, or who will be employed by Yacht BV, hereinafter referred to as 'Yacht'). You have decided to focus on your own development. We will offer you maximum support for this.

In order to be well prepared, it is important to know how human resources are organized at Yacht. What do we expect from you? What, in concrete terms, can you expect from us? This Staff Guide discusses these questions in detail.

If you want to know more about a particular subject, please contact your supervisor at Yacht. Naturally, you can also send an e-mail to info@yacht.nl.

Thank you for choosing us and we wish you good luck in the coming period!

Yacht

Working together well also means reaching good agreements.

in the Staff Guide are leading. However, to make things easy for you, we have produced a list containing the main 'rules of play' which will contribute towards optimal cooperation. You can always contact us with any questions or comments.

For all administrative questions, you can contact our Yacht Support Center

- +31 20 5691660
- supportcenter@yacht.nl

For all other questions, you can speak to your supervisor.

The Staff Guide was drawn up in close consultation with the Works Council.

Works Council, Yacht Group Nederland bv, P.O. Box 12610, 1100 AP, Amsterdam-Zuidoost, Diemermer 25, 1112 TC, Telephone: +31 20 5691692, www.yacht.nl

Hours statement

- You receive your salary once every four weeks, on the basis of the hours statements submitted every week.
- Hours statements are processed digitally. You will receive separate instructions for this.
- You must submit your statement for the past week every week, no later than 8.30 a.m. on Mondays. You submit the digital statement via My Yacht (www.yacht.nl/inloggen).
- You account for all hours up to the number of agreed hours, as recorded in the confirmation of your secondment agreement.
- Business expenses for which you do not receive a fixed expenses allowance can be claimed each week using the expenses claim form.

Illness and recovery

- Reporting sick can only take place digitally in My Yacht, at least half an hour before you are due to start work and no later than 10.00 a.m. (even if you were not scheduled to work that day).
- You report sick digitally in My Yacht and to the contact of the client and your supervisor at Yacht.
- If, due to circumstances, it is not possible for you to report sick digitally, you should contact your supervisor at Yacht.
- The absence employees of Health@Work will follow up your illness report. They will call you as soon as possible after you report sick.
 - Give them the correct address of where you are staying while you are sick;
 - Make sure that they have a correct telephone number at which you can be reached;
 - Be available for any checks by the company doctor.
- You submit hours of illness yourself, via My Yacht.
- Payment for hours of illness can and will take place only if we receive a sickness report in good time and you have submitted your hours of illness in My Yacht in good time.
- Reporting recovery: before 10.00 a.m. in My Yacht and to your supervisor at Yacht.

Holidays

- You can only take up holidays for the number of hours in your current secondment agreement, if you have built up sufficient holiday hours.
- The current total of your holiday hours is shown in your pay slip.
- You must coordinate your proposed holiday with your supervisor at Yacht, reasonably far enough in advance.
- The holiday hours that you have taken up must be processed in your weekly hours statement, via

My Yacht.

Short-term leave

You are entitled to short-term leave on full pay if you need to take free time incidentally for short periods in order to comply with a statutory obligation (for example, registering a birth or a death), or if you really cannot work due to highly exceptional personal circumstances, such as a visit to a doctor that cannot take place outside working hours, for example, or taking emergency action in the event of a burst water pipe.

Pay slips and annual statements

You can view and download your pay slips and annual statements via My Yacht.

Secondary working conditions

Type	Explanation	More information
Pension plan	<u>Registration: automatic</u> Plus pension: from the age of 21 and after 26 weeks worked under your secondment agreement; personal contribution of 3.6% of the pension base.	Flexsecurity: +31 10 5130040 www.flexsecurity.info
Health insurance	<u>Registration: via Zilveren Kruis</u> Yacht has contracted a group insurance policy with Zilveren Kruis with a discount of at least 10%.	www.zilverenkruis.nl Group number: 207044831 Group name: Yacht
Lease car	Depending on your job, the assignment and/or the travelling distance, Yacht may decide to make a lease car or project car available to you, temporarily or otherwise.	
Cell phone Laptop	Depending on the secondment agreement, you may qualify for the Bring Your Own Device (BYOD) scheme.	
Provision for surviving dependents	The provision for surviving dependents is a risk policy that commences automatically at the start of your secondment agreement.	

Personal development

At least two formal meetings will be planned with you each year. At these meetings, you reach agreements with your supervisor on your personal development for the current year.

Do you need more information?

For more information and the exact provisions, please see the details described in this Yacht Staff Guide.

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1. Definitions

You will come across a number of terms frequently in this Staff Guide. In order to avoid any confusion, a list of the most frequently-used terms and their definitions is presented here.

Confirmation of secondment

If you are given an assignment, confirmation of your secondment will be sent. This contains the particulars and agreements regarding the assignment, such as the position, the job grade and any (travel) expenses allowances.

Confirmation of secondment agreement

This is the digital confirmation of the secondment agreement, with which the secondment agreement is concluded.

Secondment agreement

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 'agency work employment contract'. Two variants are usually distinguished: the conventional temporary agency relationship, in which the employment contract is terminated by law when the secondment with the client ends ('temporary employment clause') and the secondment agreement (with no temporary employment clause). If you come to work for Yacht, this will always be on the basis of a secondment agreement.

Employer/Yacht

Formally, you are employed by Yacht B.V., a part of the Randstad Group.

Employee

You and any other person with a secondment agreement with Yacht. To make this Personnel Guide more legible, we refer to employees as 'he', 'his' and 'him', but naturally, this also means 'she' and 'her'.

Supervisor

The official at the Yacht office who acts as the intermediary between you and our clients. Your supervisor will have contacts with you on all matters relating to your employment, such as the secondment agreement, assignments and clients, working conditions and administrative matters, as well as education and training and the arrangements for your development in an HR cycle.

Support Center

The Yacht Support Center is responsible for the administration of your employment contract with Yacht. The Support Center will have contacts with you on all matters relating to the administration of contracts and hours and payroll administration. You can also contact the Support Center with any (administrative) questions (Tel: +31 20 5691660, supportcenter@yacht.nl).

Client

The company or institution where you are employed.

Salary

The gross salary that you earn, excluding holiday allowance, any bonuses, reimbursements and the like.

My Yacht

The private section of the website of Randstad Groep Nederland BV and its subsidiaries, including Yacht, to the extent that this is accessible to you (www.yacht.nl/inloggen).

Contract staffing conditions

Before you entered the service of Yacht, you received the Contract Staffing Conditions. Among other things, these describe the working method for the realization of the secondment agreement. The secondment agreement is published, is contracted digitally and no longer needs to be signed.

2. Changes to the Staff Guide

The information in this Staff Guide relates to the secondment agreement between you and Yacht, in as far as this Staff Guide does not lead to anything different. The secondment agreement refers to the application of the Staff Guide. The contents have been compiled with great care. However, the labor market and Yacht are changing. Yacht therefore reserves the right to unilaterally change or add to the information where necessary. In the event of such a change, the Yacht Works Council will be involved in an appropriate manner. This may involve changes due to legal amendments, for instance, or changes in the collective labor agreement (CLA) applying for Yacht or in the existing regulations or procedures at Yacht. Naturally, we do always consider here whether it is truly necessary to implement a unilateral change. If we decide to make a change or addition, we will always keep you informed. This always involves 'collective' changes. They therefore apply for all employees. If certain changes are in force for one employee only, they will be recorded in the confirmation of the secondment agreement, the secondment confirmation or in a separate letter or contract.

3. Personal details

In your application, you provided Yacht with information and documents on your personal details, education and training, employment record and wishes.

Yacht is responsible for processing the personal details provided and will do this in observance of the (privacy) regulations. Yacht treats these with care. We process these data primarily for the realization and implementation of the secondment agreement and to help you to find suitable (temporary) to the best of our ability. We also process data for internal management purposes, such as sampling for quality control and for the implementation and application of the law and to control fraud. Finally, we want to keep you informed of our service provision and activities and those of our group companies, unless you have notified us that you do not want this. Naturally, one thing is key in all this: support with and/or mediation for (temporary or permanent) employment.

For the above purposes only, we can also provide the personal details to third parties, such as (potential) clients, Randstad group companies, the Tax and Customs Administration, the social security authorities (UWV) and the authorities responsible for fraud investigation and control, including the Royal Military Constabulary.

If there are any changes in the information you have provided, you should always notify your supervisor immediately, so that Yacht's information is always up to date. This applies for both personal data, partly in connection with the payment of your salary, and for any extra training courses, new work experience and for special requirements. This is all important for finding suitable assignments. Information on your employment record is also important because it could influence your legal position at Yacht.

If your residence permit is withdrawn or expires, or if you are not permitted to work in the Netherlands for other reasons, you must of course inform Yacht of this immediately.

4. The secondment agreement

The secondment agreement regulates the labor relationship between the employer and the employee. We reach agreements on this together. We confirm these agreements digitally in the confirmation of the secondment agreement. This confirmation is posted in My Yacht. You will receive an e-mail message as soon as a (new) confirmation of a secondment agreement has been posted in My Yacht. It is important that this confirmation is consistent with the agreements reached. After all, this records an important part of the rights and obligations that you and Yacht hold in respect of each other. You should therefore check the confirmation with care. If you accept it, you need not take any action. If you do not feel that the confirmation is correct, please let us know within five days. You can use the 'Do not accept' button for this in My Yacht. If you do not respond within five days, we will assume that the agreements reached have been recorded correctly and in full and the contents of the secondment agreement are finalized.

If you have a secondment agreement concluded before 20 April 2015, your rights and obligations are recorded in that secondment agreement, as signed by you and Yacht (or its legal predecessor). If this Staff Guide contains a more favorable regulation, that more favorable regulation will apply.

4.1 The fixed-term secondment agreement

Secondment agreements concluded between you and Yacht are usually fixed-term contracts. The confirmation of the secondment agreement includes the term of the agreement and when it expires.

4.1.1. Termination of fixed-term secondment agreement

A fixed-term secondment agreement is terminated 'by law' on the date when the agreed term of the secondment agreement expires. 'By law' means automatically, without any further action (such as notice of cancellation) being required by you or by Yacht.

However, a fixed-term secondment agreement for six months or more must be cancelled in writing by Yacht at least one month before the end of the secondment agreement. This means that we will inform you by e-mail at least one month in advance of whether or not your secondment agreement will be renewed. If the secondment agreement is renewed, your new secondment agreement will be posted in My Yacht.

4.1.2. Early termination of a fixed-term secondment agreement

If the confirmation of your secondment agreement includes a provision stating that early cancellation of the secondment agreement is not permitted, both parties are bound to the full term of the secondment agreement or the term for which early termination is ruled out.

If such a provision is not included in the confirmation of your secondment agreement, you may give notice of cancellation of the secondment agreement before the expiration date, addressed to your supervisor, towards any following working day. Cancellation is possible in observance of the notice period shown in the confirmation of the secondment agreement. The notice period for the employee is shown in the applicable CLA and depends on the term of the secondment agreement. The notice period for Yacht is one month. Notice of cancellation must be issued in writing or digitally.

4.2. Secondment agreement for the term of an assignment; project contract

A secondment agreement for the term of an assignment has a specific project description which is included in the secondment agreement. The agreement shows which work is involved and what the temporary character of the work is. The situation in which the project should objectively be deemed to be completed is also clearly described.

4.2.1. Termination of secondment agreement for the term of an assignment; project contract

The end of the project means the end of the secondment agreement. The end of the project may not depend on the will of the employer or the employee, but is objectively recorded in the project description in the secondment agreement. The secondment agreement also states the maximum expiration date. The contract in any event ends no later than the maximum expiration date.

4.3 Permanent secondment agreement

You may also have a permanent secondment agreement.

A permanent secondment agreement continues until the employee and Yacht decide together ('by mutual consent') to terminate the secondment agreement or until one of the parties cancels or dissolves the secondment agreement.

4.3.1. Termination of a permanent secondment agreement

If you wish to cancel a permanent secondment agreement, you must observe a notice period. That notice period is shown in the confirmation of the secondment agreement. The notice of cancellation must be issued in writing and can be addressed to your supervisor. Yacht cannot simply cancel or dissolve the secondment agreement at will. Unless this takes place during the trial period or there is an urgent reason, it needs the consent of the social security authorities or a sub-district court for this. Yacht must also observe a notice period if a dismissal permit is issued by the social security authorities.

4.4 Condition subsequent and condition precedent

Our clients, the legislators and the supervisory authorities impose stringent requirements for our employees. We therefore sometimes impose conditions that you must meet in order to be able to (continue to) work for our clients, such as successful completion of a particular course, or screening process. In that case, the confirmation of your secondment agreement may provide that the contract does not commence until the relevant condition has been met, or that the contract is legally terminated if the condition is not met (within a certain term).

4.5 Confirmation of secondment

You work for our clients, under their management and supervision. The principle is that you will work for different clients. However, it is possible that you will work for only one client. Your supervisor will discuss this with you in advance. You can also deduce this agreement from the secondment confirmation. Among other things, this records the expected term of the secondment. If this is the same as the term of the secondment agreement, the intention is that you will work for this client for the entire term of the contract. Your supervisor will discuss every assignment with you in advance. Usually, this will take place well before your assignment begins.

We always confirm all agreements reached on a secondment digitally, in the secondment confirmation. This also takes place via My Yacht. You will receive an e-mail message when a new confirmation has been posted in My Yacht. Usually, the conditions of the secondment agreement also apply for every secondment, but of course, it is possible that special or different conditions will apply for a particular secondment. These will then be recorded in the secondment confirmation.

The contents of the confirmation relate to the agreements that Yacht makes with the client. If you feel that the secondment confirmation does not contain an accurate or complete record of the agreements reached, let us know as soon as possible and within five days of the posting of the confirmation in My Yacht. You can report this to the Yacht Support Center by telephone or by e-mail:

+31 20 5691660

supportcenter@yacht.nl

If you do not respond within five days, Yacht will assume that the contents of the secondment confirmation provide a correct and clear record of the agreements reached on the secondment.

4.6 Trial period

The confirmation of the secondment agreement states whether a trial period has been agreed and for how long. A trial period is a limited period of a maximum of two months in which both you and Yacht still have the possibility of cancelling the secondment agreement unilaterally with immediate effect. If you leave the company during the trial period, you must bear in mind that you will then have to repay Yacht any training costs incurred for you up to that time (if there is a training contract or other agreements have been reached on repayment). Trial periods cannot be agreed in contracts for six months or less.

5. The labor relationship

5.1 Management and supervision

You are employed by Yacht. However, during an assignment, you work under the client's management and supervision. This means that you must follow the instructions of the parties designated for that purpose by the client. Usually, this will be the manager or supervisor of the department where you work, or another employee of the client. You are also expected to follow the client's house rules, including the health and safety regulations.

If you knowingly fail to follow the instructions, procedures and house rules of the client or of Yacht, this may lead to the client cancelling the assignment and Yacht imposing sanctions on you. Depending on the seriousness of your misconduct, the sanctions could involve a reprimand, suspension (normally without pay) or, in the most extreme case, dismissal.

5.2 The scope of the work

The term 'scope of the work' refers to the number of hours for which you are employed by Yacht. Usually, the scope of the work is expressed as a number of hours per week.

If you work full-time, you will usually have a secondment agreement for at least 36 and no more than 40 hours per week. After all, the normal or usual working hours are not the same with all our clients. They generally vary between 36 and 40 hours per week. At one client you will be expected to work 40 hours a week and will naturally also be paid for 40 hours, while at another, you will only be required to work for 36 hours per week and will be paid for 36 hours.

If you are available on a part-time basis, you will have a secondment agreement for the number of hours for which you are available for work. In this case too, a minimum and a maximum number of hours may be agreed. In that case, you are expected to be willing and available to work the agreed maximum number of hours. However, Yacht is not required to offer work or to pay a salary for all of

those hours.

In principle, you are assured of an income for the (minimum) number of hours for which you are employed by Yacht. If Yacht does not succeed in finding work for you for at least that many hours, you are in principle still entitled to a salary. 'In principle' means that payment of your salary will continue provided that you cooperate well with re-placement. A different exceptional situation applies if continued payment of salary is excluded in the secondment agreement. More information on what Yacht expects of you in exchange for the guaranteed salary is provided in paragraphs 8.4 and 8.5. This concerns making re-placement efforts for a new assignment (such as contacting your own network, practicing and preparing for interviews, adjusting your CV, checking requests and vacancy sites etc.) or other replacements work.

5.3 Working hours

Normally, the customary working hours at the client site apply for you. It is also possible that your working hours will differ from the usual working hours at the client. Naturally, you will then be informed of this by your supervisor in advance.

In some companies, in view of the nature of the projects or the work, work may take place at night, on Saturdays and/or on Sundays. This may mean that you are also required to work at these irregular times or on these irregular days. You may receive a bonus for this. This depends partly on the question of precisely when you are required to work and on the applicable regulations at the client.

If you specifically do not wish to work at certain times or on certain days, inform Yacht of this before concluding the secondment agreement.

5.4 Additional hours and overtime

Additional hours, General

Additional hours are involved if a part-time employee works for more hours than the number agreed in the secondment agreement, for example if a part-time worker with a secondment agreement for 24 hours a week works 32 hours in a particular week. However, the part-time worker does then remain below the customary number of hours for a full-time position at the organization (i.e. at the client, in the CLA or in the working conditions regulation). Additional hours are therefore worked only by part-time employees.

Compensation for additional hours

Additional hours are regarded as normal working hours. Provided that they receive remuneration in cash, part-time employees therefore receive the normal (hourly) wage for the additional hours, in addition to the (hourly) wage, as well as all the bonus for the additional hours that would apply for normal hours. Additional hours therefore also included in the calculation of the build up of holiday days, the accrual of pension, etc.

Overtime, General

Overtime hours are the extra hours that full-time or part-time employees work in excess of the normal hours for full-time employment within the organization. If the normal working hours in an organization are 40 hours per week, overtime hours are the hours that the employee works in excess of 40 hours. Overtime hours may therefore be worked by both full-time and part-time employees.

Imagine that the part-time employee in the previous example works 45 hours in a week instead of their

regular 24 hours. The normal working hours for full-time employment are 40 hours per week. In that case, therefore, the employee works 24 normal hours, 16 additional hours and 5 overtime hours.

Compensation for overtime

If you work overtime, you receive the (hourly) wage for those hours, if they are compensated in cash. Often, there is also a bonus for overtime, which depends on the regulations of the client.

Additional hours and overtime at Yacht

It is possible that you will occasionally be called on to work more than the agreed (maximum) number of hours in your secondment agreement (additional hours) or to work overtime if the business circumstances necessitate this. We assume that you will comply with such requests if reasonably possible. If there are personal circumstances which prevent additional hours or overtime, let your contact person at the client and your supervisor at Yacht know this at the earliest possible stage.

Overtime and additional hours may be compensated in money and/or in time in lieu, depending on the client's regulations. Up to 40 hours per week, extra hours worked are regarded as additional hours, not as overtime. No bonus applies for this. A bonus may apply for overtime (in money or in time in lieu). Payment of compensation for additional hours, overtime and/or an overtime bonus is due only if the extra hours were worked at the explicit request of Yacht or the client (in the latter case, with Yacht's consent). The amount of the payment or compensation depends on the regulations at the client (hirer's remuneration). More information on the hirer's remuneration is provided in paragraphs 9.1 and 8.5.

5.5 Stand-by services

It is possible that, at the request of the client, you must be available for emergencies outside the usual working hours during an assignment. You coordinate this with the client and then discuss this with your supervisor. Payment of compensation for stand-by services is due only if these services were provided at the explicit request of Yacht or the client (in the latter case, with Yacht's consent).

5.6 Absence due to illness

In the event of illness, you are entitled to continued salary payments for a maximum of two years. In the first 52 weeks of illness, you will be paid 100% of the salary that applies for you. After this, you will receive 80% of the salary that applies for you.

5.7 Identification obligation

Every employee in the Netherlands, including contract employees, must be able to provide proof of their identity at their workplace. The client and Yacht therefore expect you to always carry valid proof of your identity. Professionals of Dutch nationality can provide proof of identity at the clients with a valid passport, identity card or driving license.

Please note: before we conclude a secondment agreement with you, you must show us a valid passport or European identity card. A driving license is not sufficient, as it does not state your nationality and residence status.

Other documents apply for non-EU/EEA subjects:

- A residence permit (Type I, II, III, IV, EU/EEA document, W-document)
- Passport of a country outside the EU/EEA containing a note of a residence permit
- Refugee passport (travel document for refugees)
- Certificate of identity (travel document for foreign nationals)

Please note: the fact that you hold a valid ID document does not, in itself, mean that you are also permitted to work in the Netherlands. Your supervisor can provide you with more information on this. All documents must still be valid.

6. Working safely

Health, safety and welfare play an important role in the design of the working process - quite rightly, we at Yacht believe. This is not only because this is required by the Working Conditions Act, but above all because in our view, good working conditions are an essential condition for professionalism.

Employers and employees have become increasingly aware of this in recent times. In order to regulate safety properly, all companies have now introduced an occupational health and safety policy. But what are your rights as a Yacht employee?

As a Yacht employee, the Working Conditions Act equates you with the employees of the client. This not only means that the employer must ensure good working conditions for all Yacht employees, but also means that, as an employee, you must always strictly follow the client's regulations and instructions on health and safety at work. This is mandatory. It could include health and safety regulations such as a smoking ban, for example, or instructions concerning the performance and organization of your work (your posture, use of monitors, break times, etc.).

Obviously, you also have your own responsibility in that regard. If you observe any dangerous or unsafe situations at your workplace, We would very much appreciate it if you would report this to your contact person at the client and your supervisor at Yacht.

7. Complaints procedure and procedure for reporting abuses

Yacht has a business code of conduct which encourages all employees and clients to act professionally. We assume that every activity performed on behalf of Yacht will be carried out with complete professionalism. If you nevertheless have a complaint or a problem, our principle is that a satisfactory solution should be sought by agreement as far as possible, together with your supervisor.

A new complaints procedure is currently being developed for Yacht. Until this is introduced, you can make your complaint via the Kwaliteitslijn (Quality Line) of Randstad Nederland. This central reporting point handles complaints received by telephone and e-mail immediately. The Kwaliteitslijn records these complaints and supervises the settlement process. The contact details are:

Randstad Nederland, attn. Centraal Meldpunt Klachten (Complaints Reporting Center)

0800-4000 240 (accessible during office hours, free of charge)

kwaliteitslijn@nl.randstad.com

Acceptance and settlement of your complaint

The Complaints Reporting Center records the complaint in the Randstad complaints form. The description of the complaint is adjusted until you declare that you accept this in full. You will then be kept informed of the further handling of your complaint.

The manager responsible will be informed immediately by telephone, so that action can be taken without delay. The manager receives the complaints form by e-mail. The manager must contact you within 24 hours of the complaint being received by the Complaints Reporting Center. If possible, the complaint will be resolved or the measures that can be taken will be coordinated. After handling of the complaint, the manager completes the complaints form in full and returns this to the Complaints Reporting Center. The Complaints Reporting Center verifies with you that the handling of the complaint has proceeded satisfactorily. If this is not the case, the procedure will be repeated with the involvement of the next most senior manager.

Confidence officer

If you wish to report 'undesirable conduct' (such as aggression, violence or sexual harassment) and, for any reason whatsoever, you cannot make use of the above regulation, then call the Yacht confidence officer on +31 20 5691212.

Procedure for reporting serious abuses

We want all our employees to be able to work in an environment that is free of discrimination and illegal or unethical action. The following procedure offers an opportunity to report illegal practices or serious abuses at/by (an employee of) Yacht. 'Serious abuses' refers to discrimination, racism, sexual harassment or other intimidation, fraud, theft, corruption, bribery, formation of cartels, misuse of Yacht property for personal ends, alcohol or drug abuse, etc. The procedure for reporting these abuses is intended as a last resort. The following procedure can therefore be used if all the above possibilities have failed to produce sufficient results or if there are fears of retribution.

Reports can be made (anonymously) to an external agency that will pass on the report to the internal Local Integrity Officer, who will conduct an investigation into the report and provide for feedback to the reporting party.

Telephone number: 0800 7732587 (free of charge, 24 hours a day)

Access code: 42100

<https://www.speakupfeedback.eu/web/integrityatrandstad/nl>

8. In between assignments

8.1 The secondment agreement is terminated

This situation arises if the expiration date of the secondment agreement has been reached or the secondment agreement was concluded for the term of a particular project at the client and that project has ended. If you meet the applicable criteria for this, you can apply for unemployment benefits under the Unemployment Benefits Act (WW). Your supervisor can provide you with more information on this.

8.2 The secondment agreement continues

If the secondment agreement still continues after the assignment has ended, it is up to Yacht to find you a new assignment. In the meantime, you are in principle entitled to continued payment of 90% of your salary. 'In principle' means that payment of your salary will continue provided that you cooperate well with re-placement. A different exceptional situation applies if continued payment of salary is excluded in the secondment agreement.

8.3 The re-placement procedure with a continuing secondment agreement

When it is known that the assignment is to end, a meeting will take place in which your possibilities and wishes will be discussed. At this meeting, we discuss both the content of the work and the type of clients and the travelling time or travelling distance to the work. If your supervisor cannot immediately find you an assignment in the same job, he will also look at other jobs. We also consider whether training or other special provisions could facilitate re-placement. You and your supervisor will also reach a number of practical agreements, for example concerning your accessibility. After all, it is important that we are able to reach you if we have a potential new assignment for you.

8.4 Suitable replacement work with a continuous secondment agreement

With a continuing secondment agreement, other work that we seek for you, together with you, must be 'suitable'. This means that we will offer work at the same level or a maximum of two levels (job groups) lower than the last job performed. Naturally, we will first look for a similar job at the same level. However, if we are not able to find one, we can expect you to (temporarily) accept other work and/or work at a lower level.

In principle, Yacht is required to continue payment of the salary for the full term of the secondment agreement, even if you do not work. In exchange, we expect the necessary cooperation and flexibility of you. You may (temporarily) have to perform work that lies below your normal level. Yacht may also offer work for more hours than the agreed working hours. We will take your circumstances into account here. The maximum permitted number of extra working hours is four. It is also possible that we will ask you to follow a training course or travel further to work than you were accustomed to. With regard to the latter, the norm is that, depending on the means of transport available to you or that can reasonably be expected to be available to you, you can be given an assignment within a radius of 75 kilometers (by car), or of up to 90 minutes traveling time (by public transport, for a one-way journey) from your home, as shown in the confirmation of your secondment agreement. This is also not unreasonable, in view of the right to payment of salary.

In exceptional cases, we can require you to travel still further or for longer, for example if this is inherent to the nature of the job or if the supply of suitable assignments in the region where you live is relatively low. In that case, costs such as travel or parking costs can be reimbursed, by agreement with your supervisor.

If the number of hours to be worked in the new replacement assignment is not the same as the (minimum) scope of the work shown in the confirmation of your secondment agreement, Yacht will in principle make up the missing hours.

Finding a suitable new assignment is primarily Yacht's responsibility. However, experience shows that you can also play an important role in this yourself. We therefore expect you to actively seek a new assignment yourself, for example by deploying your own network and consulting vacancy sites.

8.5 Accessibility and availability; secondary work

We also make clear agreements about your accessibility. For of course, if there is a new assignment, we need to be able to reach you without delay. Your supervisor may also ask you to work for us temporarily, at our offices or elsewhere, if there is no assignment available at a client for you for a time. This will involve specifically defined work. If you want to spend a working day entirely as you see fit, you must take up a holiday day for this.

If you want to perform certain secondary work, for yourself or for third parties, we will also reach clear agreements on this with you. For of course, this cannot be at the expense of your accessibility or availability, or of the (other) justified interests of Yacht. Furthermore, secondary work may have consequences for your income tax allowance (at Yacht or at the other employer). It is therefore important that you always discuss any secondary work with us first, whether this involves secondary work in between two assignments, or during a current assignment.

8.6 Refusal of suitable replacement work/insufficient cooperation with re-placement

You can refuse an offer from Yacht for a suitable new assignment, but in that case, both your right to continued payment of your salary, where applicable, and Yacht's obligation to find a new assignment for you will lapse. This also applies if you fail to cooperate sufficiently with re-placement. The latter is the case if, for example, you fail to comply with agreements reached on accessibility, or if you do not keep yourself available or sufficiently available for replacement work, as a result of which the replacement work that Yacht has available cannot go ahead. If you do not cooperate sufficiently with re-placement or you refuse work, this may also give rise to an (urgent) reason for Yacht to cancel the secondment agreement (with immediate effect).

9. Salary payment and travel allowance

9.1 Salaries: General

The secondment agreement records your gross starting salary per hour. This salary is agreed at commercial rates and is at least equal to the salary of permanent employees with the same job in the service of the client (hirer's remuneration).

Apart from the 'hirer's remuneration', the agreed salary consists of the following other components:

- the bonuses (for overtime, irregular hours, shift work, work on public holidays and/or changed hours);
- any expenses allowances (to the extent that Yacht is permitted to pay these net of tax);
- the general and regular salary increases;
- any days off in lieu of the shorter working week: Yacht compensates these in cash, unless otherwise agreed with you in writing.

These components are developed and confirmed in the secondment confirmation.

If you start a new assignment during a current fixed-term secondment agreement, your salary at the commercial rate will remain unchanged, provided that this at least matches the salary applying at the

(new) client. If a higher salary applies at the client, on the basis of the CLA or working conditions regulations that apply there, you will receive that higher salary for the period in which you work for that client. The higher salary will then be confirmed in the secondment confirmation. With regard to the other components, the hirer's remuneration applies. This may mean, for example, that different (overtime) bonuses apply.

When you start the new assignment, you receive a new secondment confirmation which confirms the other agreements concerning the hirer's remuneration.

When you receive a new (confirmation of a) secondment agreement, your salary will be fixed again, on the basis of commercial rates, obviously with the hirer's remuneration as the lower limit. The agreements are recorded in the confirmation of the secondment agreement and the confirmation of the secondment.

If you want to submit a complaint concerning the job grade and remuneration, you can do this in the way described in Chapter 11 of the CLA applying for Yacht.

9.2 Deductions

As an employer, Yacht is required to deduct and transfer payroll taxes and social insurance premiums from the salary payments. You must therefore also complete a payroll tax declaration in order to conclude the secondment agreement. In the payroll tax declaration, you can state whether Yacht must take account of the payroll tax allowance in determining the payroll tax. Without a completed payroll tax declaration, Yacht cannot apply a payroll tax allowance. You can only receive this allowance from one employer at a time.

You must also give Yacht your Citizen Service Number (BSN) in order to conclude the secondment agreement. The BSN is necessary for the deduction of payroll taxes and social insurance premiums.

9.3 Payments

Yacht uses the periodic remuneration system. This means that your salary is paid out in calendar periods of four weeks, totally 13 periods a year. If additional agreements have been reached on repayment of expenses such as travel expenses, the amount involved will be paid together with the salary. You will find your pay slips on My Yacht. These state exactly what the salary payment was, and which amounts were deducted from this for payroll taxes and social insurance premiums.

9.4 The annual statement

At the start of February of each year, your annual statement is posted on My Yacht. This is a statement of what you have earned at Yacht in the past calendar year and of the payroll taxes deducted from your salary. Annual statements remain available for seven years. You need the annual statement in order to complete your income tax return or to reclaim excess deductions of payroll taxes.

9.5 Travel allowance

You will receive an allowance for travel expenses in accordance with the travel expenses regulations applying at the client, as this is part of the hirer's remuneration. The allowance will be paid into your bank account together with your salary.

The travel allowance regulations do not apply for employees who qualify for a lease car. The travel allowance regulations apply if and so long as the relevant allowance can be paid tax-free.

If you have appointments with your supervisor or interviews with potential clients during a period of availability, a claim can be submitted for any travel expenses or other expenses such as parking charges, in consultation with and with the permission of your supervisor.

10. Time registration

At Yacht, we need to know from you each week exactly which hours you worked and which you did not. It is important that you register your hours each week, up to the number of contracted hours. If any hours are not worked, we also need to know exactly why. This is necessary for careful (payroll) administration and to ensure that we can invoice the client for the (correct) amount and pay you the correct amount.

10.1 Digital registration of hours

Via the link that you received by e-mail after you applied online or were registered by your supervisor, you can activate your personal My Yacht Account. When you have logged in, you can click the Digital Registration link. Here you can register the hours you have worked. A guide for Digital Registration is available at www.yacht.nl or, if required, you can request a copy from the Support Center.

10.2 Digital registration of hours

In the digital time registration module, you enter at least the total number of contract hours. The hours may consist of a total of hours worked and hours not worked. You enter the number of hours you have worked each day and whether any bonus was involved. Your supervisor can inform you about the applicable bonuses. You record only the hours worked, not any lunch breaks. If you work for more than one client, make sure that you enter the hours worked for the correct client/assignment. For any (contractual) hours that were not worked, you state why you did not work (e.g. due to holidays, training, a public holiday or illness).

In some cases, the client submits the time registration to Yacht. You will be informed of this by your supervisor. In that case, you have right to view the statement.

10.3 Claiming business expenses

If you have incurred business expenses that can be claimed, you complete the digital expenses claim form.

'Business expenses' are the expenses made or to be made in relation to the (implementation of the) employment contract, provided that compensation is not paid for these in other ways (for example, because Yacht or the client already provide for these in a regulation). In addition, business expenses can only be claimed if and in as far as this is permitted under tax law. Discuss with your supervisor in advance whether the costs that you plan to incur can be regarded as business expenses that can be claimed. It is also important that expenses claims are submitted every week, so that we can invoice the client for the amount together with the invoice for the hours worked. If you have worked for more than one client in a week, you must complete a separate expenses claim form for each client.

Complete the form fully and in detail, so that there can be no lack of clarity regarding, for instance, the purpose of the costs incurred. You must make scans of the accompanying proof of payment, such as invoices and transport tickets.

E-mail the expenses claim with the scanned proof of payment to the Support Center (+31 20 5691660, supportcenter@yacht.nl), with a copy to your supervisor at Yacht. Your supervisor will assess the expenses claimed and if necessary, inform the client.

Expenses claims that are submitted fully and in good time will be paid in the next salary run, together

with your salary.

11. Holiday allowance

11.1 Build-up of holiday allowance

You are entitled to a holiday allowance of 8% of your salary. The entitlement to holiday allowance applies only for the 'normal' working hours and the salary received, not, therefore, for any overtime or bonuses. You are also entitled to holiday allowance for the hours for which you were unable to work due to illness, provided you were entitled to continued payment of salary for these hours. (See Chapter 14)

11.2 Payment

The reserved holiday allowance will be paid out automatically in the week of 1 June of each year. If you stop working for Yacht before this date, you will automatically receive your holiday allowance with the final settlement. We are required to deduct and transfer payroll taxes and social insurance premiums on payment of the holiday allowance. These deductions are shown in the pay slip.

12. Holidays and days off

12.1 Holidays

You build up holiday hours for each hour that you work or at least, for which you are entitled to a salary. If you work for 40 hours a week, you build up 200 holiday hours per year (25 days of holiday of eight hours each). If you work for less than 40 hours a week, you are entitled to holiday hours in proportion to the hours that you work. However, no holiday hours are built up for overtime. If you have had a secondment agreement for less than a year, you are entitled to holidays during that secondment agreement in proportion to the term of your contract.

12.2 Taking up holidays

You must coordinate the take-up of the holiday days that you have built up with your supervisor at Yacht, reasonably far enough in advance. In formal terms, the holiday period is fixed by Yacht, after consulting you. Your supervisor will then discuss your request with the client at which you are working at that time. The sooner you make your request, the greater the chance that it will be granted.

Yacht has objections to the take-up of more than three weeks holiday (paid leave) consecutively, as this may jeopardize the continuity of the assignment. In exceptional cases, it is possible to take up holidays for longer periods.

12.3 Mandatory holidays

Some clients have a mandatory holiday period, mandatory days off or temporary company closures, for example between Christmas and New Year. There may also be days that the client recognizes as a public holiday, but that Yacht does not. After consultation, Yacht can fix the holiday days in those periods. We record this in the confirmation of your secondment agreement, in the secondment confirmation or in a separate letter. A maximum of five mandatory holiday days can be fixed per calendar year.

12.4 Settlement of holidays

After the end of your employment contract with Yacht any remaining holiday days are paid out. If you prove to have taken up more holiday days than you had built up, we first settle this with any amounts still due to you on the basis of the secondment agreement.

12.5 Public holidays

In addition to holidays, you are entitled to continued payment of salary for public holidays that fall on days when you would otherwise be working, on condition that no work takes place at the client on those public holidays.

As a rule, this involves the following public holidays: New Year's Day, Easter Monday, King's Day, Liberation Day¹, Ascension Day, Whit Monday, Christmas Day and Boxing Day.

If work takes place as normal on these days in your job at the client where you are working at that time, you are in principle also required to work. You can then take up a holiday day, but this will be deducted from the holiday entitlement that you have built up.

¹ once every five years

13. Leave

All statutory leave regulations are laid down in the Work and Care Act. Yacht follows the statutory regulations. But what exactly do these involve? This chapter provides further information on the various leave regulations and an explanation of the regulations on special leave applying at Yacht.

13.1 Short-term leave and special leave

In the following exceptional situations, you are entitled to special leave on full pay:

marriage banns	1 day
marriage/registered partnership	2 days
marriage/registered partnership of a child, step-child or foster child, grandchild, brother/brother-in-law or sister/sister-in-law (or half-brother or sister/step-brother or sister/foster-brother or sister), or parent or parent-in-law	1 day
birth of a child	2 days
death of partner/child living at home	the date of decease up to and including the date of cremation/burial
death of a parent/step-parent/parent-in-law, grandparent, child or step-child who is not living at home or a brother or sister	1 day + the date of the cremation/burial
25th anniversary at the company/25th marriage anniversary	1 day
40th anniversary at the company/40th marriage anniversary	2 days
25th/40th/50th marriage anniversary of parents, parents-in-law or grandparents	1 day
moving home (maximum of once per year)	1 day

You are also entitled to short-term leave on full pay if you need to take free time for short periods to vote or in order to comply with a statutory obligation for which you receive no compensation (for example, registering a birth or a death), or if you really cannot work due to highly exceptional personal circumstances that are not mentioned above. This could be a visit to a doctor that cannot take place outside working hours, for example, or taking emergency action in the event of a burst water pipe.

If an exceptional situation arises for which these regulations do not provide, you should contact your supervisor. Yacht will then consider whether there are reasons to grant paid leave for this situation too.

If you intend to take up short-term leave or special leave, let us and the client know as soon as possible. This can then still be taken into account in the planning of the work, if possible.

13.2 Pregnancy and maternity leave

Female employees are entitled to at least 16 weeks of leave in the case of pregnancy and the birth of a child. You decide by agreement with your supervisor and the client how long you will continue working before your due date. The leave starts at least four weeks and no more than six weeks before the due date. The remainder of the 16 weeks (so a minimum of ten weeks and a maximum of 12 weeks) are granted as maternity leave after the delivery. If the baby is born later than the due date, the maternity leave is extended by the period between the due date and the actual delivery date. If the baby is born earlier, you simply retain the right to the full 16 weeks of leave. Mothers whose babies are kept in hospital for an extended stay after the birth are entitled to ten weeks of maternity leave after the baby

leaves the hospital. The maternity leave may also be taken up on a part-time basis from the sixth week after the birth, over a maximum period of 30 weeks. During pregnancy and maternity leave, you receive a benefit via Yacht in compliance with the Work and Care Act, amounting to 100% of your salary.

13.3 Adoption leave

If you adopt a child, you are entitled to a maximum of four weeks of paid adoption leave. The leave, which you can take up in stages, by agreement with Yacht, must be taken up within a period of 26 weeks around the time at which the child is taken into the family. As with maternity leave, you are entitled to payment of 100% of your salary during the leave period. You are also entitled to this payment if the child is adopted within ten weeks of the termination of your secondment agreement.

13.4 Parental leave

If you are the (adoptive) parent or carer of a child aged less than eight, you can claim unpaid parental leave. The parental leave amounts to 26 times the weekly working hours. As the partner of the mother, you are also entitled to three days of unpaid paternity leave around the time of the birth of your child.

13.5 Short-term care leave

You are entitled by law to take up leave (for a maximum of twice the weekly working hours) if you have to care for a sick child, partner or parent. The leave may only be taken up if and for as long as this is necessary, i.e. for as long as care is absolutely necessary and no-one else is able to do this. You must be able to show that the leave was absolutely necessary after the event, for example on the basis of a bill for a visit to a GP or a declaration from a daycare center. Partial payment of the salary (70%) continues during this leave.

13.6 Long-term care leave

You are entitled to unpaid long-term care leave to care for a partner, child or parent with a life-threatening illness. In total, you are entitled to a maximum of six times the number of working hours per week per 12-month period (from the starting date of the leave).

The maximum number of hours of long-term care leave is half of your normal working hours per week. The leave consists of a maximum consecutive period of 12 weeks, during which you still work for part of the time. This is the statutory basic regulation. The leave ends on the decease of the patient or the end of the life-threatening situation.

You must submit your request for leave in writing at least two weeks in advance. Your request should state the commencement date and duration of the leave and the amount of leave hours.

Naturally, you will not be paid for the unpaid leave that you take up. The build-up of holidays does continue, on the basis of the (minimum) scope of the work laid down in your secondment agreement.

13.7 Changes to Short-Term and Long-Term Care Leave

From 1 July 2015, it will be possible to take up short-term and long-term care leave in order to assist people who are not direct family members. In addition to your partner, parent or child, therefore, you will also be able to take up care leave for a brother, sister, grandchild or for friends and acquaintances. You may then take up long-term care leave for 'all necessary care'.

13.8 Sabbatical

Would you like to take a sabbatical? By agreement with your supervisor, it is possible to plan a period

of unpaid leave for a maximum of six months, on condition that you have reached agreement with your supervisor at least three months before the commencement date and that your assignment has ended. You must return any lease car at the start of your sabbatical.

14. Absence due to illness

14.1 Reporting sick

Reporting sick can only take place digitally in My Yacht (www.yacht.nl).

If you are sick, you must report this immediately, on the first day of illness, both in My Yacht and to the client for which you are working at that time. even if you were not scheduled to work that day. Make sure that you report sick at least half an hour before you are due to start work and no later than 10.00 a.m. If you become ill in the course of a working day, report this immediately via My Yacht and to the client.

If you stay at a different address from your home address while you are ill, report this address to Health@Work when you report sick. Health@Work is responsible for the supervision during your period of illness. If this address changes during the time of your illness, you must notify Health@Work and your supervisor of this. If you have recovered and are returning to work, report this in My Yacht before 10.00 a.m.

14.2 Salary during illness

If you become ill, your salary payments will continue for a maximum of two years (104 weeks). During the first 52 weeks of illness, the salary payments will continue in full. After this, payment of 80% of the current salary will continue during your illness. Naturally, there is no longer any entitlement to salary payments if the secondment agreement has ended. If you are still sick at that time, you can apply to the social security authorities (UWV) for social benefits under the Sickness Benefits Act (ZW).

14.3 Medical expenses

In addition to the basic premium for your health insurance, you pay an income-dependent contribution on your gross salary up to €51,976. In 2015, this levy is 6.95% if you are working. Your employer, in this case Yacht, reimburses this levy.

14.4 Supervision during illness

If you become sick, an absence employee of Health@Work will contact you as soon as possible. This will be on the first day of your illness. Together with the absence employee, you work on recovery as soon as possible. You must therefore make sure that you can be contacted by telephone.

It is also possible that you will be called to attend the company doctor's surgery. The company doctor will perform the examinations and if necessary, provide for the supervision of your return to work. Naturally, we expect you to respond to a call to attend the surgery and to follow the instructions of the company doctor.

You have the right to make an appointment for a company doctor's surgery yourself. This is known as a 'working conditions consultation' or 'preventive surgery'. Contact Health@Work for this purpose. The company doctor has an independent position and is subject to medical confidentiality requirements. Health@Work has no access to confidential medical information of the company doctor. If you disagree with the advice of the company doctor or the actions of Health@Work, you can request

a second opinion via the social security authorities (UWV).

14.5 Compliance with regulations

It is important that you strictly follow the rules described in this chapter in the event of illness. If you are not at home or at the address at which you have informed Health@Work that you are staying during a check-up, this could jeopardize continued payment of your salary. If the company doctor reports to us that you are (or were) not sick and/or that you failed to keep to the regulations, you are not entitled to your salary for the relevant days. Any (undue) salary already paid for that period will be reclaimed and if possible, will be settled with any amounts owed to you on the basis of the secondment agreement.

14.6 Long-term illness

In the case of a longer period of illness, there will be regular contact between an absence manager of Health@Work and the company doctor. The aim is reintegration and a speedy recovery. We also expect you to play an active role in this. Among other things, you are required to cooperate in the preparation of an action plan for reintegration and to conduct talks on your reintegration. If you would like more information on this, please contact Health@Work.

You build up holiday entitlement for the days on which you do not work as a result of illness, but if you go on holiday during the time in which you are on sick leave, you do have to take up holiday days for this purpose.

14.7 Illness during holidays

If you become ill during a holiday, you retain the right to the days of holiday that you miss as a result.

You then have to comply with the following rules:

- You must immediately report sick in My Yacht;
- During the first call with Health@Work, you report that you are on holiday and whether you are staying at a different address;
- You consult a doctor at the holiday address;
- Immediately after your return from holiday, you submit a note from the doctor you consulted (in Dutch or English), stating the duration of the illness.

14.8 Reporting recovery

On the day on which you have recovered, you report your recovery digitally in My Yacht before 10.00 a.m. If you are not able to resume your work at the client (any longer) after the period of (long-term) illness, you seek a different assignment together with your consultant.

14.9 Health check

We consider it important to support you in your personal growth. This not only concerns your professional development, but also offering a healthy personal balance. It is possible to deploy a Health Check for this, at your own request. Discuss the possibilities for this with your supervisor.

15. Secondary working conditions

As an employee of Yacht, you benefit from a good package of secondary working conditions, such as a pension and a discount on good health insurance.

15.1 Pension

The administration of Yacht's pension plan is in the hands of Stichting Pensioenfonds Flexsecurity. All employees aged 21 or more take part in the pension plan. Flexsecurity applies a so-called defined contribution plan. Depending on the amount of your salary, an amount is set aside, the pension premium. With this premium, you build up your own pension capital with Flexsecurity.

Flexsecurity has a Basispensioenregeling (Basis Pension Plan) and a Pluspensioenregeling (Plus Pension Plan). After working for 26 weeks, all Yacht employees participate in the more beneficial Plus Pension Plan. The premium for the Plus Pension is calculated on the basis of the pension base. This is the salary less a threshold amount (deductible for the state pension) of EUR 6.09 per hour (2015). Randstad pays 2/3 of the premium and you pay 1/3. In 2015, your own contribution amounted to 3.6% of the pension base. This employee contribution to the pension premium is deducted from your gross salary. The amount of the deductible varies each year and is based on the fiscal guidelines for pension deductibles. The employer's contribution is 7.2% of the pension base.

Should you unfortunately die before the end of your employment contract with Yacht, including if this occurs during the first 26 weeks of your employment contract, your partner will be entitled to life-long surviving dependent's benefits. The amount of these benefits is based partly on the capital that you could have built up between the date of decease and the age at which you became entitled to a state pension.

In the Pluspensioenregeling, the build-up of your pension continues if you become disabled. You will not owe any contributions for this. The premium-free build-up of pension continues for as long as you remain disabled, in proportion to your degree of disability

The amount of the pension that will be paid on the retirement date depends on the pension capital accrued with the defined contributions and the charges of the pension administrator that converts this pension capital into a pension. The defined contributions are fixed in accordance with the table below.

Age*	Defined contribution as percentage of the pension base
21 to 24	4.4%
25 to 29	5.4%
30 to 34	6.6%
35 to 39	8.0%
40 to 44	9.8%
45 to 49	11.9%
50 to 54	14.6%
55 to 59	18.1%
60 to 64	22.5%
65 and 66	26.5%

* The determining factor for the establishment of the participant's age is the age on the final day of

the four-week period or calendar month in which the contribution is paid.

Payment of pension benefits

When you retire, you must buy an old-age pension with your pension capital. As a standard, this is possible from the age of 67. You choose the insurer from which you buy your pension yourself. You will receive the old-age pension for life. How much pension you can buy depends on the following factors:

- the pension capital saved;
- this depends partly on your salary and the number of years for which you have accrued pension entitlements;
- the market conditions;
- interest rates, for example, are a determining factor. If interest rates are high at the time when you buy your pension, you will receive a higher pension than if interest rates are low.

Pension regulations

If you qualify for participation in the pension plan, Yacht will register you. You will then receive the pension regulations from Flexsecurity. Each year, you will receive a statement of the pension capital built up for you until that date. If you have any questions about the pension plan, you can call the service line of Pensioenfonds Flexsecurity (+31 45 5763694). More information on Flexsecurity is also available at www.flexsecuritypensioen.nl.

Pension accrual with successive employers:

If an employee of Yacht BV was employed at Yacht NL BV (immediately) before their employment by Yacht (BV), the pension accrued at Yacht NL BV remains with the relevant pension insurer. In that case, pension is accrued with Flexsecurity from the first day of employment by Yacht BV, rather than after 26 weeks of work.

If an employee had already accrued 26 weeks of pensions via Stipp or Flexsecurity 52 week prior to the employment at Yacht (BV), the waiting period of 26 weeks lapses. In that case, pension is accrued with Flexsecurity from the first day of employment by Yacht BV, rather than after 26 weeks of work.

15.2 Health insurance

Yacht has reached favorable agreements with health insurer Zilveren Kruis. If you work for Yacht and want to (or already) make use of health insurance with Zilveren Kruis, you receive a 10% discount on your basic insurance and 15% discount on any supplementary insurance.

It is possible that you will not be able to switch from your current insurer to a new insurer in the course of a year and will have to wait until your existing policy expires (usually around 1 January).

For more information, contact Zilveren Kruis at <http://www.zilverenkruis.nl>. For 'Collectiviteitsnummer' (Group number), enter '207044831' and for 'Collectiviteitsnaam' (Group name), enter 'Yacht'.

15.3 Lease car

Depending on your job, the assignment and/or the travelling distance, Yacht may decide to make a lease car or project car available to you, temporarily or otherwise. Whether and if so, for how long the car will be made available is at the discretion of the Yacht management. The lease regulations describe the cases in which this may be at issue, such as in the event of long-term illness, suspension or in the case of the termination of the project at the client.

A user agreement is contracted with employees who qualify for a lease car. The user agreement and

the applicable car scheme record the conditions for the use of the car. You can request the lease car scheme and the user agreement from your supervisor.

15.4 Cell phone and laptop

Depending on your secondment agreement, you may qualify for the Bring Your Own Device (BYOD) scheme. Under this scheme, you receive a net allowance for the use of your own 'device'. You will not be facilitated with a cell phone and/or laptop by Yacht or by the client, but will receive an allowance for the use of your own device. The amount of this net allowance, if applicable, is shown in your secondment confirmation.

15.6 Offers

You will find a list of current offers especially for Yacht employees, such as discounts for hotels and insurance, in My Yacht.

16. Personal development

We consider it important to offer you full scope to grow in your career. We want to offer you a stepping stone to (personal) growth in your career and to ensure that your labor market value increases. We do this by finding you attractive and suitable assignments, possibly offering traineeships or training placements where appropriate, as well as by offering you intensive career management in addition to the work and jointly seeking suitable development possibilities.

16.1 Development interviews

As soon as you start working for Yacht, you will have contact with your supervisor on a very regular basis. Your supervisor will also invite you to attend development interviews at least twice a year. We do this for a number of reasons. We are keen to discuss your personal development and will reach agreements on the results to be achieved and competencies to be acquired. We also want to know how satisfied you are with Yacht as an employer and whether your current assignment is (still) suitable for you. The basis of the interview is that everyone, including you, should have an opportunity to present their views. Before the development interview, Yacht will contact the client to determine whether it is satisfied with your work. It is also possible that a representative of the client (for example your supervisor) will attend the interview. We can then discuss whether everything is going as required. During this interview, you and your supervisor will reach agreements on organizing your development and which (result) agreements will be made.

16.2 Assessment interview

You will have an assessment interview once a year. This assessment interview will take place at the end of the calendar year. Your supervisor will then give an opinion on how you have performed in the past year, the results for agreed KPIs and competencies, how you have developed yourself and what your career opportunities are at Yacht. Feedback from the client(s) provides important input for this. Unlike a development interview, an assessment interview has a unilateral character. Your supervisor will assess you. This is important, since you will then know what Yacht thinks of your performance and development. A report is made of the assessment interview, of which you will receive a copy.

16.3 Education and training

In addition to personal coaching, it is possible to follow a course of education or training via Yacht. Together with your supervisor, you decide which courses are suitable for you and what your training requirement/training recommendation is.

The principle for arriving at an appropriate training recommendation is the training plan for each professional field. The following are also taken into account here:

the personal development plan (POP) that you have drawn up together with your supervisor;

the results of previous training courses;

and the extent to which the training course will contribute to your employability, performance and the success of Yacht.

You and your supervisor will reach agreements on how the expenditure of time (training), costs (training and ancillary expenses) and claims will be arranged, which will be recorded in a training contract.

Yacht may reimburse part or all of the costs for following a training course. You reach agreements with your supervisor on this. If a course makes only a limited contribution to your professional development, for example, you will be required to make a personal contribution.

The agreements will be processed in a training contract.

According to the training contract, full or partial repayment of the training costs paid by Yacht may be required if you do not complete your course (successfully) or if

the secondment agreement is terminated early at your initiative or through your actions as a professional.

The repayment regulation concerns the training costs, to the extent that these are paid by Yacht and any extra costs paid for the course (such as any fees for re-examination, study books, examination and/or test fees, etc.).

Education and training may take place during working hours (sometimes even at the workplace) and outside these hours. If the course takes place during working hours, payment of an agreed part of your salary will continue. It is also possible that a course can only be followed partly or entirely outside working hours, or that a course requires preparation or study. In that case, you will also have to invest your own time in the course.

16.4 (Network) meetings

You can acquire knowledge through training course, self-study and on-the-job training, and also by sharing knowledge and experience with colleagues. These are not only your colleagues at the client, but also those at Yacht. We aim to organize a meeting at least twice a year. These meetings may focus on transferring and exchanging knowledge or involve a working session led by a mentor, but may also involve getting to know each other and Yacht better.

17. Bonus scheme

Yacht has a general bonus scheme, depending on the professional's individual capacity utilization per quarter, and a referral bonus for recommending a professional and/or providing leads for a project.

17.1 General bonus scheme

The general bonus scheme applies from 1 January 2016. The bonus scheme applies for professional with a fixed-term or permanent secondment agreement. Professionals placed on the basis of a project contract do not qualify for the general bonus scheme.

With the bonus scheme, Yacht aims to:

- make a link with the professional's individual capacity utilization;
- be able to be transparent and clear. There is a clearly verifiable link between the professional's entitlement to claim and the amount of the bonus;
- Allow personnel costs to fluctuate with changes in the development of the results.

Structure of bonus scheme:

Quarterly bonus: a bonus amount depending on the professional's individual capacity utilization (entitlement to claim) for the quarter.

The entitlement to claim/capacity utilization* and the amount of the salary are determined on a quarterly basis (= every 13 weeks).

Entitlement to claim/capacity utilization per quarter	Quarterly bonus based on capacity utilization
< 95%	No bonus
95% - < 100%	4% of the quarterly salary
=>100%	8% of the quarterly salary

The base for the calculation of the quarterly bonus is the actual salary for the hours that can be invoiced in the relevant quarter in which the bonus was earned. Bonuses are calculated on a quarterly basis. Payment always takes place with the payment for the remuneration period following the relevant quarter (see conditions in the chart below).

* 'Capacity utilization' refers to:

(direct hours * 100%) : (contract hours -/- indirect hours of professionals) = capacity utilization

Direct hours are:

- hours invoiced to a(n internal) client;
- hours that are not worked at the client due to work in relation to Works Council membership;
- hours that are not worked at the client with the consent of the supervisor, for example for commercial support;

Indirect hours of professionals are:

- hours the professional does not work for the client but spends on development (education and training), by agreement with and with the consent of his/her supervisor.

Indirect hours of Yacht are:

- hours in which the professional does not work for the client due to illness, availability, short-term leave or special leave;
- hours worked by the professional for which the client may not be invoiced (zero-rate hours);

The conditions:

- an absolute condition for payment of the bonus is the realization of 90% of the budgeted EBITDA of Yacht Groep B.V., on a quarterly basis;
- there is a direct relationship between the professional's entitlement to claim and the amount of the bonus;
- The bonus is paid on the basis of the cumulative actual salary that can be invoiced for the relevant quarter;
- the bonus is paid for a quarter. Payment always takes place with the payment for the remuneration period following the relevant quarter, in accordance with the chart below.
 - quarter 1 in the 5th remuneration period
 - quarter 2 in the 8th remuneration period
 - quarter 3 in the 11th remuneration period
 - quarter 4 in the 2st remuneration period
- the bonus is a gross bonus;
- the bonus is regarded as an incentive and does not form a fixed part of the salary;
- the bonus is not paid for a quarter in which the employee failed to register his or her hours in time and/or correctly on one or more occasions;
- 'failure to register hours on time' refers to registration of hours after 8.30 on Monday morning of the week to which the registration relates;
- 'failure to register hours correctly' refers to an incorrect registration of hours for the secondment which results in an incorrect invoice being sent to the client which proves to require correction, on notice from the client, within a period of three months following the date of the registration of hours;
- if the incorrect invoice relates to one or more quarters for which a bonus has already been paid, the bonus for that quarter or those quarters will be treated as having been paid incorrectly and will be reclaimed from the employee through settlement with the bonus for the next quarter or, if this proves to be impossible, with the salary;
- a decision not to pay a quarterly bonus is a management decision. The employee will be notified of this;
- only employees who are actually in the service of the employer on the final day of the relevant quarter can claim a bonus.

17.2 Referral Bonus

De referral bonus applies from 1 Januari 2016, to all professionals of Yacht.

There are two possible ways to qualify for a referral bonus: referring a new professional and providing a lead for a new project.

Referral bonus for referral of a new professional

If you introduce a new fellow professional who is placed, you will receive:

- €500 gross for each new fellow professional referred.

Conditions for the referral of a professional:

- The same professional can be referred to Yacht on one occasion only;
- In relation to the referral bonus, a 'new fellow professional' refers to a professional who has not worked for Yacht Groep BV before;
- Both professionals and self-employed persons with no employees (ZZPs) can participate in the bonus scheme for the referral of professionals;
- It is only possible to earn a bonus for the referral of a professional. No referral bonus can be paid for the referral of a ZZP;
- If a professional is referred, the assignment for which the professional is placed must involve at least 450 invoiced hours (regardless of whether the employment is full-time or part-time) and the margin must be at least 25%;
- The Commercial Manager at the relevant office must receive the notification within one calendar month of the start of the new professional, or it will not be possible to process the application. If the Commercial Manager receives the application after one calendar month, it must be accompanied by a valid reason;
- In order to determine the amount of the referral bonus for which the employee qualifies, the number of professionals referred in the current calendar year is taken into account. A new count begins on 1 January of each year;
- The sales consultant decides which professional will be proposed;
- The Commercial Manager decides on the conditions for the application for the referral bonus.

Bonus payment

Yacht pays the bonus after successful completion of the trial period.

Referral bonus for contracting of a new assignment

If you provide a lead for a new assignment which leads to a secondment for a professional or ZZP, you will receive

- €500 gross for each new assignment contracted.

Conditions for contributing an assignment:

- If this involves a lead for a new assignment, professionals or ZZPs who have a direct influence on the client's procurement policy (buyers etc.) do not qualify for this scheme;
- If a lead is provided for an assignment for a professional or continuation of work at the existing client within a new assignment, this assignment must involve at least 450 invoiced hours (regardless of whether the employment is full-time or part-time) and the margin must amount to at least 25%;
- If a lead is provided for an assignment for a ZZP, the assignment or renewal must involve at least 600 invoiced hours and the margin must amount to at least 25%;
- A proportional bonus will be paid for an assignment (with a framework agreement or otherwise) with a margin lower than the standard margin, with a minimum margin of 10%;
- For a margin of >0% and <10%, a net bonus will be paid of €100 (in gift vouchers);
- Professionals who are not working on an assignment and who win a new assignment themselves also qualify for this bonus scheme;
- The Commercial Manager at the relevant office must receive the notification within one calendar month of the start of the new assignment, or it will not be possible to process the application. If the

Commercial Manager receives the application after one calendar month, it must be accompanied by a valid reason.

If an assignment does not comply with the standard hours in the first instance, but does so at a later date (after any renewal), the professional can still submit an application for a referral bonus. The Commercial Manager decides on the conditions for the application for the referral bonus.

Bonus payment

The bonus will be paid after receipt from the client of the order confirmation or purchase order signed by Yacht and the client and if this confirmation/order covers at least 450 hours to be invoiced (600 hours for self-employed persons).

Please note:

ZZPs who qualify for a referral bonus are those who are working for Yacht BV on the commencement date of the assignment or the date on which the professional is employed, or who have worked for us in the preceding six months.

18. Confidentiality and intellectual property rights

18.1 Confidentiality

During work at a client, you may receive information that the company or institution regards as confidential. This will generally be the case for all information on products, services, projects, employees and special working methods, as well as competition-sensitive information such as client details.

Like the employees of clients, you are required to keep this information entirely confidential in such a case. This not only means that you may not take written documents or USB sticks and the like containing information with you or show or give it to third parties. It also means that you cannot give the information to third parties orally.

The confidentiality obligation also relates to information on or belonging to Yacht, which you know or can reasonably be expected to know is of a confidential nature.

If you breach this confidentiality obligation and the client or Yacht suffers damage as a result, we or the client can oblige you to pay compensation for the damage.

Some clients require you to sign a separate confidentiality declaration before you start work there.

18.2 Intellectual property rights

Employees of Yacht usually work for (and under the management and supervision of) a client. That client must then be able to count on free disposal over the results of your work. This may, for example, involve software, accompanying (functional) descriptions and other written or digital information, drawings, designs and inventions.

The principle in law is that the intellectual property rights (such as copyrights or patent rights) to such work and inventions accrue to the client, in the same way as with employees with an 'ordinary'

employment contract with their employer. Some clients attach so much importance to these intellectual property rights that they ask Yacht employees to sign a declaration of consent before the start of the work, in which the employee transfers the intellectual property rights directly to the client.

It is also possible that, during and/or in connection with your secondment agreement with Yacht, you produce or develop something that is not specifically for a client, for example in between two assignments. Yacht agrees with you that in that case, Yacht will acquire the rights to this.

The fact that the intellectual property rights accrue to the client or to Yacht means that only that client or Yacht determines what happens with those rights and the underlying work or inventions. Violation of those rights may mean that compensation must be paid for the resulting damage.

19. Working abroad

It is possible that you will be asked by Yacht or the client to work outside the Netherlands. In that case, we will reach additional agreements on all aspects of working abroad. We record the main agreements in writing.

If the client asks you directly to go abroad for the work, you must always report this to Yacht without delay, in any event before you leave to go abroad. We will then assess whether the relevant foreign trip is permitted and whether any special matters still need to be regulated.

20. Employee participation

Further to the bundling of the activities of the units within Randstad Groep Nederland BV that involve matters including contract staffing of interim professionals and which units will continue under the name 'Yacht', a new employee participation structure will be created. Yacht will inform you as soon as more information is available on this.