

Regulation for agency workers of AllinFlex (Version Dec. 2021)
(in the following referred to as Staff Guide)

The Staff Guide for agency workers contains a number of rules that have been prepared by the Job Agency. The Staff Guide is an integral part of the agency work employment contract and compliance with these rules will be regularly checked by collaborators of Job Agency.

Article 1. Definitions

1. In this Staff Guide is intended by:
 - a. Staff Guide: the underlying Staff Guide of Job agency;
 - b. BW: Netherlands Civil Code;
 - c. Job agency: AllinFlex B.V., with registered seat in Roosendaal;
 - d. Agency Worker: the natural person who has entered into an agency work employment contract with the Job Agency in the context of the exercise of the business of the Job Agency, being assigned to a third party in order, pursuant to an order granted by this third party to the Job Agency, to conduct work under the supervision and direction of the third party. It therefore regards Agency Worker of the Job Agency for whom the agency work employment contract is qualified as an agency work employment contract in the sense of article 7:690 BW;
 - e. Agency work employment contract: the agency work employment contract between the Agency Worker and Job Agency as intended under d. The Staff Guide is an integral part of the agency work employment contract;
 - f. Client: the third party as intended under d.;
 - g. Assignment: the secondment of the Agency Worker at the Client to conduct activities under the direction and supervision of this Client;
 - h. Agency Work: the activities to be conducted by the Agency Worker for the benefit of the Client;
 - i. NBBU-CAO: the collective, union agency work employment contract for the agency workers union 'Nederlandse Bond van Bemiddelings- en Uitzendondernemingen' (NBBU) in Amersfoort.

Article 2. Content agency work employment contract

1. The agency work employment contract between Job Agency and Agency Worker is adopted in writing.
2. Upon entry into the service, is communicated to each Agency Worker by the Job Agency in any event:
 - a. The starting date of the agency work employment contract;
 - b. The function in which the Agency Worker is appointed;
 - c. The established work duration;
 - d. Contract form and duration of the agreement;
 - e. The gross hourly wages and any possible fees/deductions that have been attributed to Agency Worker;
 - f. The notice period of Job Agency and Agency Worker;
 - g. The applicable Staff Guide.
3. The secondment per Client is established in a 'Confirmation of Secondment' which is an integral part of the agency work employment contract.

Article 3. Job coaches

Upon arrival in the Netherlands, Agency Worker is received by one of our job coaches and taken to the accommodation in order to meet the other residents. The job coach will provide Agency Worker with detailed information and instructions regarding the dangers and risks in the workplace and what Personal Protective Gear (PPG) must be used at the Client. Work shoes are required at every client and if he so wishes, Agency Worker can purchase these via Job Agency for (€ 35.00).

In case Agency Worker is prevented from or delayed when going to work, for example by illness, accident, or traffic, the emergency number 06-38275775 must be contacted as soon as possible. Also in the event of serious defects in a house etc. Agency Worker must communicate such matters. In case the Agency Worker communicates illegitimately after 8.30 PM, Job Agency can bill the costs to Agency Worker.

Article 4. Visits to specialist, general practitioner, or dentist

When in case of accidents at the workplace it is necessary to provide medical care to an Agency Worker, his/her job coach will, if necessary, thereby assist the Agency Worker. In all other cases, such as the flu, tooth ache, a chronic illness or condition, the Agency Worker is responsible himself for the making of an appointment. In case job coaches are appealed to illegitimately, Job Agency can bill the costs to Agency Worker. Any possible cost claims from the healthcare insurer are taken care of by the job agency.

Article 5. File and agency work employment contract

1. Agency Worker enters into an agency work employment contract with Job Agency when the Agency Worker is deployed by Job Agency at one of our Clients.
2. Before Agency Worker is assigned, he/she is registered at an office of the Job Agency. We need a few documents from the Agency Worker that according to Netherlands Law we must keep in a personnel file:
 - a. A registration form with your name and address information;
 - b. A signed wage-tax statement that is filled out by Agency Worker;
 - c. A copy of a valid ID which may not be folded or torn;
 - d. A social security number ('Burgerservicenummer' - BSN). In case Agency Worker does not have on yet, we can procure it for him. [omission] It is possible, however, for Agency Worker to get an advance from us for a maximum of € 50. The decision for the provision of an advance lies with the Job Agency.
 - e. A bank account number (for foreign account numbers, an IBAN and SWIFT (BIC) code of the bank are required), as well as the name of the account holder is obligatory;
 - f. Possibly a resume, diplomas, certificates;
 - g. Possibly a driving license;
 - h. Possibly proof of the (own) healthcare insurer;
 - i. Possibly proof of registration with the municipality.
3. In case Agency Worker intends to terminate the employment relationship with Job Agency, he/she must report this via e-mail at least 4 weeks in advance.

Article 6. Identification obligation on the job

1. Agency Worker is obliged to show a valid ID to the Job Agency. This may not be a driving license. Because the driving license does not state anything about nationality or residence status.
2. In the workplace, an identification obligation applies every day for all Agency Workers. For this purpose, Agency Worker is allowed to use a driving license.
3. It may occur that Agency Worker must show his/her ID during a work location control to social security inspection 'Inspectie SZW' (AI), the Aliens Police, the social security implementation agency UWV, or the tax office. If the identity of the Agency Worker cannot be determined on the spot, he/she may be taken to the police station. The police will investigate his/her identity there. Agency Worker may also be fined.

Article 7. Privacy personal data

1. Job Agency must treat the personal data provided by Agency Worker with confidentiality for the purpose of the privacy law 'Wet bescherming persoonsgegevens'.
2. Agency Worker to the extent necessary hereby grants permission to the Job Agency to process and exchange these data and to provide such to the Client and other third parties to the extent this is necessary.

Article 8. Changes personal data

1. Agency Worker is obliged to communicate changes to personal data that are relevant for the disbursement of the wages, agency work employment contract, or registration, such as changes of address, changes to marital status and the likes within 3 business days to Job Agency.
2. Changes must be submitted in writing or by e-mail to info@allinflex.nl, including such documentary proof as may be required.

Article 9. Wage payment

1. The wages are paid by Job Agency after deduction of the legally obligatory and established sums withheld, also including fines imposed, to the bank account number submitted by Agency Worker. The Agency Worker must have a bank account that is registered (as well) to the name of the Agency Worker, because otherwise, the Job Agency is unable to pay the wages to the Agency Worker in a correct manner pursuant to the law on fraudulent constructions 'Wet Aanpak Schijnconstructies'. In case of a change to the IBAN/Account number, the Agency Worker is obliged to communicate this as soon as possible to the Job Agency. If the Agency Worker is not compliant with the preceding, the resulting damage is at the expense and risk of the Agency Worker.
2. The period of time in conformity with article 7:623 BW over which the wages must be settled is hereby extended to 1 month. The Agency Worker agrees to this. Without prejudice to the preceding, the wages in principle are disbursed after conclusion of each week in which work was done by the Agency Worker, though the Agency Worker cannot derive any rights therefrom for the future. The wage payment occurs on the basis of the hour statements provided by the Client, digitally or by way of a time accountability form or work slip respectively to be handed in timely by the Agency Worker to the Job Agency (this may vary per Client). The Agency Worker must verify with the Client that this statement is correct. If use is made of a time accountability form or work slip respectively, the Agency Worker must observe the instructions concerning provided by the Job Agency.

3. Agency Worker receives his/her wage specification and annual statements at the e-mail address submitted by him/her. For questions about the wages or the hours worked, Agency Worker can respond via info@allinflex.nl. Agency Worker must do so within 3 days, so that Job Agency is able to timely correct any possible errors.

Article 10. Advance

1. Agency Worker can obtain an advance on his/her wages from Job Agency. The decision for the attribution of an advance is the responsibility of the Job Agency.
2. The advance will be set off against the wages upon the next wage specification.

Article 11. Vacation

1. The Agency Worker accumulates vacation days and supra-statutory vacation days in conformity with the job agency union contract 'NBBU CAO'.
2. Supra-statutory vacation days and holiday allowance are not reserved but paid out weekly over the wages.
3. In case Agency Worker wishes to take leave, he/she must request this at least 4 weeks in advance from the client. The vacation form signed by client must be handed in or sent digitally by the employee to the Job Agency at info@allinflex.nl. The job coach will discuss this with the Client and either grant permission for it or reject it. In case of rejection, Agency Worker must modify his/her planning of leave. Only once the leave has been approved may Agency Worker take his/her leave.
4. Upon his/her request, Agency Worker continues to be paid during the leave with the reserved vacation days. Accommodation etc. will then not be deducted from the wages, unless one reserves the sleeping place.
5. Upon returning, the Agency Worker will briefly contact one of the job coaches 3 days in advance in order to confirm the date of arrival.

Article 12. Pension

1. As per 1 January 2004, all job agencies in the Netherlands are obliged to be associated with the sectorial pension fund 'Stichting Pensioenfonds voor Personeelsdiensten' (StiPP), which takes care of the pension plan for the sector of staffing services.
2. StiPP has two pension arrangements. The Basic Arrangement and the Plus Arrangement.
 - a. Agency Worker accumulates a pension under the Basic Arrangement if he/she is 21 years or older, is working for a fixed term (with or without a secondment clause), and has worked for at least 8 weeks for Job Agency.
 - b. Agency Worker accumulates a pension under the Plus Arrangement if he/she is 21 years or older and has worked for more than 60 weeks for Job Agency.

Article 13. Working and resting hours

1. The working and resting hours of the Agency Worker will be equal to the working and resting hours customary at the Client, under the proviso that for Agency Workers a deviating work pattern may be established.
2. If overtime is necessary in the opinion of the Job Agency, the Agency Worker is obliged to put in the overtime.
3. The Agency Worker is obliged to start at the Client at the hour that is effective for him.
4. Job Agency will announce the working and resting hours in writing on the confirmation of secondment that is an integral part of the agency work employment contract.

Article 14. User and conduct regulation for accommodation provided by Job Agency

1. Accommodation

If Agency Worker makes use of the accommodation options that AllinFlex offers via the private limited liability company AllinFlex B.V., the following rules apply for this.

Agency Worker is only entitled to use accommodation of Job Agency in the event of double accommodation and it is impossible on account of the travel distance or the working hours respectively to travel back and forth. Agency Worker declares to have truthfully filled out the information regarding accommodation. Any possible costs and/or tax bills in connection with the provision of incorrect information or, respectively, changes to fiscal legislation are borne by the Agency Worker.

Agency Worker agrees with the weekly withholding of a sum from the wages for the purpose of accommodation in the manner determined in the written authorisation and in the agency work employment contract. The costs of accommodation can be modified intermediately. The amount of the sum withheld is stated in this agreement and is communicated on the pay slip.

2. Rules for the house and the place of stay

- a. Smoking is not permitted in the house/the rented object.

- b. Lessee must keep the place of stay and the inventory clean inside and outside weekly and take care of the place of stay as would a proper caretaker.
- c. Lessee must behave, both inside and outside, in conformity with the rules that are effective at the place of stay in the manner established.
- d. In case something is broken or damaged at the place of stay, lessee must immediately report this to the job coach. Lessee can be held accountable for the damage caused. It will be immediately withheld from the wages.
- e. It is prohibited to add or apply modifications and objects to the house and/or the garden.
- f. It is prohibited to lessee to use drugs, or consume alcohol in excessive quantities, or other narcotics at the place of stay.
- g. Pets are not permitted at the place of stay.
- h. It is prohibited to lessee to cause noise nuisance with radios, TVs, and other noises.
- i. It is expressly prohibited to receive more than 2 visitors.
- j. It is prohibited to let guests stay overnight at the house.
- k. Between 10:00 PM and 7:00 AM, it must be quiet at the house and no visitors are permitted.
- l. Honking is not permitted at the place of stay.
- m. The accommodation costs that Agency Worker owes as lessee of the accommodation will be deducted from the wages of Agency Worker, specifically in the manner as established in the written authorisation and in the agency work employment contract.
- n. When lessee takes vacation and wishes to keep his reserved spot, the weekly deduction continues regularly.
- o. Agency workers must keep the house and the street tidy and clean jointly, deposit waste in the containers intended for the purpose. Every Agency Worker is responsible for the tidiness of his/her bedroom. The areas must be regularly ventilated.
- p. Agency workers are obliged to close all windows and doors when leaving the house.
- q. All users of a house are responsible for each other's conduct and misbehaviour. As soon as Job Agency discovers vandalism and the culprit refuses to assume responsibility, this will affect the entire group of users.
- r. It is prohibited to the Agency Worker without the consent of AllinFlex to have a copy of the key to the house made;
- s. Lessor and/or Job Agency is/are not responsible for theft and/or damage to private property of the Agency Worker
- t. The lessor will periodically carry out announced controls at the living areas provided/let for order and tidiness, the condition of the building, compliance with the rules as regards drugs, the presence and state of the inventory. If during the control unauthorised matters are discovered, such as drugs, then these will be removed/taken away immediately. In such case, the Agency Worker is not entitled to the refunding of unauthorised matters that were discovered;

3. Power costs

- a. It is not permitted to set the heating higher than 21 degrees.
- b. At night and when leaving the house, the heating must be set at a maximum of 15 degrees Celsius.
- c. If AllinFlex/lessor receives an excessive bill regarding heating, it will be withheld from the wages of all lessees who use the house.
- d. It is prohibited to use electrical heating units.

4. Violation of the rules

- a. Upon violation of the rules, in any case the damage or respectively the costs caused will be withheld from the wages of the lessee. Lessee also receives a written warning.
 - In case of grave violations, appropriate measures will be taken, such as eviction from the house and, if necessary, dismissal, such at the discretion of the Job Agency.

Article 15. Alcohol, drugs, medication, and the job

1. In connection with safety for you and your colleagues, at home and on the job, lessor applies a zero-tolerance policy applies regarding alcohol and drugs. This means that in case the Agency Worker is under the influence of alcohol and/or drugs at a house of lessor, both in the car and on the job, the employment relationship with Agency Worker will be terminated with immediate effect.
 - a. It is prohibited to the Agency Worker to be under the influence of narcotics (hard and/or soft drugs) in the car, in and in the vicinity of the house, and on the job;
 - b. It is prohibited to the Agency Worker to be under the influence of alcohol on the job. The consumption of alcohol at the house is permitted in small quantities, but may not cause disturbance to the co-residents and/or neighbours;
 - c. Agency Worker must take into account that alcohol is metabolized slowly in the body and must take responsibility for showing up sober on the job;
 - d. It is prohibited to have narcotics and/or alcohol in your possession during work, to provide such to third parties, or to deal in them;
 - e. Agency Worker is obligated to collaborate with a possible alcohol and/or drugs test during the start of work, which control is directed at determining recent alcohol and/or drug use. The test will occur by way of a breathalyser, urine and/or blood test by the Job Agency or by persons qualified to such effect;
 - f. In case Agency Worker uses prescribed medication that is provided with a warning label (regards the impact on responsiveness Agency Worker), the Agency Worker must report this to his/her manager or his substitute and one of the job coaches.
2. Upon violation of one or several rules, the Job Agency is authorised to impose sanctions and/or to take measures. For the content of these measures, Agency Worker is referred to the job agency union contract 'NBBU-CAO', Article 5.

Article 16. User regulation company car provided by Job Agency

1. The car that is provided by Job Agency must be accepted by the driver by way of a transfer form (user agreement for a company car). Thereby, the state of the car at the moment of transfer is confirmed. Damage, mileage, and the state of maintenance of the car are thereby recorded. By signing this form or app, the driver acknowledges to be responsible for the vehicle. Also when handing in the car, a transfer form or app will be filled out.
2. Driver
 - a. The company car provided will exclusively be driven by a driver designated by Job Agency/job coach. The driver must be a driver with a valid driving license;
 - b. It is legally compulsory in the Netherlands to carry your driving license on you when driving. Driver must always be able to show a copy of the registration papers and his/her driving license in case of controls;
 - c. The driver must upon request of the Job Agency return the car at a location to be further indicated. If the driver fails to do so, the costs thereof will be withheld from the net wages;
 - d. It is expressly prohibited to the driver to dispose of the car, to pawn it, to let it, to give it in sub-let, or to give it in use otherwise. It is prohibited as well to transport persons against payment, to use the car for driving lessons, to use it for participation in races or rallies, or to let the car be driven by other persons;
 - e. The driver receives (in case of an agency work employment contract with AllinFlex B.V.) a weekly net allowance of at least € 15.00 per week (in case at least 2 agency workers ride along) and must provide the company car with the right fuel himself;
 - f. The costs of the fuel for kilometres driven professionally can be supplied by way of a fuel voucher or fuel card that is provided by the job agency.
 - g. The driver is responsible for the use and maintenance of the car. In case the driver discovers damage and/or vandalism he/she must immediately report this to the job coach. In addition, the driver must check the oil level, cooling fluid, or other flashing lights etc. and refer these matters to the job coach;
 - h. The driver and any possible passengers are also responsible for the tidiness of the car;
 - i. In case the interior of the company car is not cleaned, the cleaning expenses will be withheld from the net wages of the Agency Worker. In case the exterior is not cleaned, the cleaning expenses will be withheld from the net wages of the Agency Worker;
 - j. The driver must observe the traffic code. Serious misconduct towards fellow road users or reckless driving is not tolerated and may lead to the termination of the employment relationship. Tickets on account of non-compliance with the traffic code or misconduct will be withheld from the wages of the driver; € 6.00 in administration costs will be billed per ticket;
 - k. The costs for damage that is attributable to the driver are (partially) charged to the driver. The costs of the deductible for the Job Agency amount to € 500 per damage case. If the driver immediately reports the damage himself, € 250 to € 350 will be withheld from the net wages. If the damage is not reported, the entire deductible of € 500 will be withheld from the net wages of the driver. Such applies fully for damage to the interior of the car as well;
 - l. It is strictly prohibited to the driver to drive the car after the consumption of alcohol, drugs and/or medication that may affect the responsiveness of the driver (driver must have been sober for at least 8 hours);
 - m. Job Agency retains the right to hold periodic controls with regard to the use and maintenance of the car. This may both be arranged beforehand with the driver and occur unexpectedly. In case matters are not in order, this may affect the continuation of the employment relationship and/or the user agreement company car;
 - n. To the extent matters are not stipulated in this agreement and do feature in the terms and conditions and/or user agreement for company cars, these will be applicable as well to the agreement;
 - o. The deactivation of matters such as the mileage cable or other types of sabotage with regard to the kilometre registration, fuel consumption, speed limiter, or other relevant matters will lead to summary dismissal and the withholding of all credits by the Job Agency;
 - p. The driver declares to have taken cognisance of the afore-mentioned agreement, supplemented by the user agreement company car provided to the driver, as well as the user agreement for the company car provided by Job Agency as indicated in this article. Were Job Agency to discover that these rules are not complied with, then Job Agency will impose a legally valid sanction on the driver that is to be further identified;
 - q. The driver will behave as a proper caretaker and take care of the car, the passengers, and fellow road users.
3. Private use company car
 - a. The car provided may not be used for private purposes. Only in case the driver accepts the legal taxation ('bijtelling') and allows the Job Agency to apply this deduction to the wages is it permitted to make use of the car for private purposes with a maximum of 9.5 kilometres per week (only in the Netherlands!);
 - b. The driver will fill out a statement for the tax office 'de Belastingdienst' if he/she will not make private use of the car. It is the responsibility of the driver to hand over said statement to the Job Agency;
 - c. Job Agency sufficiently monitors compliance with the prohibition of private use of the company car;
 - d. The kilometre registration occurs automatically by way of GPS;
 - e. All wage taxes/social security contributions owed, the income-dependent contribution pursuant to healthcare legislation 'Zorgverzekeringswet' as well as the fine and the retroactive interest that flow from the violation of the prohibition of private use are claimed by the Job agency from the Agency Worker/driver;
 - f. If the prohibition of private use is repeatedly violated by Agency Worker, besides any possible sanctions, this may also entail consequences for the continuation of the employment relationship between Job Agency and Agency Worker;
 - g. In case the driver violates the prohibition of private use of the company car, the Job Agency bills the costs of the private use to the Agency Worker against € 1.00 per kilometre driven privately.
 - h. Violations of a structural nature will be submitted by Job Agency to the tax office forthwith. This will lead, with retroactive effect, to the payment of the taxes ('bijtelling') for the private use of the relevant vehicle;

- i. If the Agency Worker violates the prohibition of private use of the company car, the Agency Worker must pay a fine to the Job Agency. The fine falls to the personal advantage of the Job Agency. The fine per violation amounts to € 100. Upon the 2nd violation, the fine becomes € 125. Said fine is designated as contribution private use.
4. General car use
- a. Make sure that always the prescribed fuel is used. In case of fuelling up with the wrong fuel, Agency Worker must immediately contact the job coach;
 - b. Driver may only use the gas stations indicated by AllinFlex;
 - c. When leaving the car, do not leave valuables behind in it, in any event not where they are in sight, and check whether all windows and doors are closed;
 - d. It is prohibited to smoke in the car; the cleaning costs are withheld from the wages;
 - e. The audio system in the car may be used. Do make sure that it is not too loud while driving. Also make sure that the audio system is off when you leave the car and that no nuisance is caused for the surroundings;
 - f. The car must always look tidy. All passengers are responsible for keeping the car clean, both inside and on the outside. Do not leave rubbish lying around in the car;
 - g. In case the company car is taken by the driver and/or (one of the) passengers illegitimately, a police report will be filed immediately. Also in the event there are illegal matters inside the car, a police report will be filed. In both cases, the employment relationship between Agency Worker and Job Agency may be terminated immediately;
 - h. In case of the (demonstrably) deliberate destruction of the car, both on the inside and the outside, the employment relationship between Agency Worker and Job Agency will be terminated with immediate effect direct. In addition, the costs will be withheld from the net wages of the Agency Worker. If the damage is greater than the possibility of setting it off against the net wages, the remainder of the damage is claimed from the Agency Worker. Fuelling up with the wrong fuel is also considered damage and will be fined;
 - i. In case of breakdowns on the road, the driver can contact the AllinFlex emergency number 06-38275775. Were it to become apparent that the breakdown could have been prevented through maintenance, then this will have consequences for the driver. Do not forget that for continuing to drive without lights and/or other visible defects that may lead to unsafe situations on the road, the Agency Worker may get a traffic ticket;
 - j. In the matter of the use of the company car, in any event the following rules apply:
 - a. the Agency Worker must use the company car expertly and diligently;
 - b. the Agency Worker must immediately report damage to or the theft of the company car to the Job agency;
 - c. it is not permitted to the Agency Worker to take hitchhikers with him in the company car, in order to prevent the risk of liability in case of any possible damage;
 - d. costs of traffic violations, fines, administrative sanctions etc., as well as any possible judicial expenses to be incurred in the matter are borne entirely by the Agency Worker. To the extent these costs have not been paid directly by the Agency Worker, they are withheld from the net wages;
 - e. the Agency Worker is also obligated to bear the following costs or respectively to refund them to the Job Agency:
 - costs as a result of demonstrably improper use of the company car;
 - costs as a result of reckless (driving) conduct of the Agency Worker;
 - costs as a result of use of the company car under the influence of alcoholic beverages, drugs, or medication that is not covered by the insurer and/or costs of the seizure of the vehicle.
 - k. In case of illness, vacation, or the request of the Job Agency, the driver must hand in his car immediately.
5. Damage
- It may occur that a car is damaged due to own actions or due to force majeure. You must fill out a damage form within 24 hours (after accident or discovery) and hand it over to the job coach or send it in by e-mail. Below, a number of types of damage and issues follow that may occur, with the sanction that Job Agency will impose as soon as it discovers these matters:
- a. Damage flowing from the use of alcohol, drugs and/or medication by the driver is claimed from the driver by Job Agency and/or the insurance company. In case of serious damage to the car due to negligence, this may entail the end of the employment relationship for the driver;
 - b. In case of an accident, a damage form for the insurance company of Job Agency must be filled out on the spot by the driver. Also remember and write down the registration plate of the party that caused the accident. Also write down how matters happened and make a sketch of the situation on location. No further sanctions will follow, unless Job Agency does deem such necessary. Do contact one of the job coaches immediately after an accident. Even the smallest damage to the car must be immediately reported to the office.

Article 17. Option of bike rental

1. Agency workers who like to go to work by bike have the option to rent a bicycle. The bicycle remains the property of the Job Agency at all times and Agency Worker must take care of the bike as a proper caretaker. If Agency Worker wishes to make use of the arrangement, the rules below apply.
 - a. A rent of € 5.00 per week applies for the bicycle;
 - b. The rental sum will be withheld from the wages weekly;
 - c. If the Agency Worker is suspended or if Agency Worker leaves the service, the Agency Worker must make the bicycle available immediately to Job Agency and deliver it in proper condition;
 - d. Small maintenance on the bicycle must be taken care of by Agency Worker himself;
 - e. The illumination on the bicycle must always be functioning. Agency Worker is responsible for this himself;
 - f. The Agency Worker is obliged at all times to lock the bike when he parks it;
 - g. Repairs on the bicycle without the permission of the Job Agency are borne by the Agency Worker;
 - h. In case of damage or loss, whether or not it has occurred through the fault of the Agency Worker and/or the rider of the bike and that has occurred to the bike and/or any associated document and/or any matter associated with it

or caused to any third party, the Agency Worker is obligated to immediately inform the Job Agency accordingly by phone and in addition confirm the same in writing;

- i. The Agency Worker is liable for all damage that may be caused during the rental period to the bicycle with accessories and the resulting consequential damage, whether or not with the fault of the Agency Worker and regardless of whether such occurs in- or outside a situation of force majeure. The repair costs are borne by the Agency Worker;
- j. In case of the loss or theft of the bicycle, the Agency Worker agrees with the withholding of € 100.00 from the wages;
- k. In case the Agency Worker does not observe one of the conditions listed above, the Job Agency will claim the resulting costs from Agency Worker.

Article 18. General rules of conduct

1. The Agency Worker must behave decently and respectfully towards the Job Agency, Client, colleagues, and any possible fellow road users and neighbours. Misconduct is not tolerated.
In case Agency Worker has a conflict with his/her house mate, colleague, or manager, he/she must always contact his/her job coach. In this manner, a solution can be sought.
2. The Agency Worker must avoid that he/she ends up in a situation in which his/her interests run counter those of the Job Agency.
3. The Agency Worker must observe and agrees with rules stipulated in the matter of the use of alcohol, drugs, and medication.
4. Prohibited to the Agency Worker is:
 - a. It is prohibited for every Agency Worker to use physical violence. Upon violation of this clause, the agency work employment contract with Agency Worker will be instantly terminated;
 - b. leaving the workplace without the permission of the manager;
 - c. having personal phone conversations during work without the permission of the manager, regardless of whether it occurs with a private phone or not;
 - d. making recordings with a video, film, or photo camera at the Client in plants, offices and/or premises without the prior written consent of the Client;
 - e. to use or take with you property of the Job Agency and/or Client without permission outside the house, car and/or the business premises. For theft a police report is always filed;
 - f. to appear at the workplace without the Personal Protective Gear that has been declared obligatory;
 - g. to smoke during work, barring breaks, as well as to smoke in areas that have not been designated as smoking areas;
 - h. To abuse the internet. Illegal websites may not be visited and illegal material may not be downloaded.

Article 19. Confidentiality

1. The Agency Worker acknowledges that confidentiality has been imposed on him with regard to all particulars concerning or related to the company of the Job agency, enterprises affiliated with the Job Agency, and the company of Clients of the Job Agency.
2. It is therefore prohibited to the Agency Worker, both during the agency work employment contract and after its ending to make any statement in any manner to third parties, directly or indirectly, in any form and any sense whatsoever, on or related to what has come to his knowledge upon the exercise of the activities in relation to the matters and interests of the Job Agency and of enterprises affiliated with the Job Agency. This confidentiality also comprises all data of Clients and other relations of the Job Agency that the Agency Worker has taken cognisance of.
3. If the Agency Worker violates section 2, then the Agency Worker must pay a fine to the Job Agency. The fine falls to the personal advantage of the Job Agency. The fine per violation amounts to € 7,500.00 (in words: seven thousand Euros). The fine is payable immediately, without requiring a default notice or other prior statement in the sense of article 6:80 ff. BW (Civil Code) to such effect. The fine is payable without prejudice to the other rights of the Job Agency on grounds of the law or the agency work employment contract, also including in any event the right to compliance with the agency work employment contract and the right to claim compensation of damages instead of the fine on grounds of the law. With this sanctions clause, the Agency Worker and the Job Agency expressly derogate from the section 3 through 5 of article 7:650 BW (Civil Code).
4. If the Agency Worker earns wages that do not exceed the minimum wages that are effective for him, instead of section 3, the following sanctions clause applies to him: If the Agency Worker violates section 2, the Agency Worker must pay the Job Agency a fine. The destination of the fine is the Staff Association. Per violation, the fine is equal to the amount of the gross wages of the Agency Worker established in money for a half day. The fine is payable immediately, without requiring a default notice or other prior statement in the sense of article 6:80 ff. BW (Civil Code) to such effect. The fine is payable without prejudice to the other rights of the Job agency on grounds of the law or the agreement, including in any event the right to compliance with the agreement and the right to claim, instead of the fine, compensation of damages on grounds of the law.

Article 20. Rules for reporting illness and absence

Are you ill and do you think you are unable to come to work as a result, then the following rules apply at AllinFlex for reporting sick and during the illness absenteeism.

1. You report sick at least one hour before the start of your shift via the emergency number 06-38275775 and by e-mail or App. Subsequently, you will be called back by the Job Coach or Account Manager. What we want to know from you during this phone conversation are the following points:
 - a. How long do you think your absenteeism will last?
 - b. Is there a relationship between the absenteeism and the job?
 - c. May the absenteeism report possibly be related to a safety net situation? This may regard a pregnancy, for example, a structural limitation, or an organ donation, as a result of which there may nevertheless be an entitlement to illness benefits from social security agency UWV).
 - d. Does it regard an accident for which a third party is liable?
 - e. Are there work arrangements in place that we should take into account?
 - f. What will you do yourself to recover as soon as possible and to return on the job?
 - g. Have you already been in contact with a practitioner?
 - h. What are you still able to do (despite your illness) as regards (your own or a different) job?
 - i. At what (nursing) address and phone number can you be reached?
 - j. What arrangements can we make with each other (regarding a subsequent contact, recovery, or return)?
 This information will then be transmitted to the health and safety department.
2. Sick reports from abroad. In this case, the same rules apply. In addition, a local doctor must be deployed as soon as possible who prepares a medical certificate in English or German indicating the start, nature, expected duration of the absenteeism and whether the person is able to travel. If there is a suspicion that it regards a non-serious sick report on account of abuse and/or fraud, the Job Agency has the right to oblige Agency Worker to immediately return to the Netherlands.
3. In case of planned absenteeism in connection with medical treatments you must consult with your job coach as soon as possible. Following approval, you can make the appointment.
4. Make sure you can always be reached so that a visit or contact by phone is always possible with you. The first week of the absenteeism, it applies that you must be at home daily in connection with (announced) visits of the Job Agency or physician. Subsequently, in consultation with Job Agency different arrangements can be made concerning. If your nursing address changes, you must communicate this immediately to the account manager.
5. If you want to go on a holiday during illness, you must apply for this beforehand with your Account Manager. The Account Manager decides, possibly in consultation with the health and safety department, whether you may go on vacation.
6. Cooperate with the re-integration. AllinFlex does its utmost to get you back to work. We expect the same exertion from you. During your period of illness, AllinFlex follows the work incapacity law 'Wet Verbetering Poortwachter'. It states all obligations that both AllinFlex and you must observe. You will have to deal with it if you are ill for more than 4 weeks. These obligations include, though not solely:
 - a. Collaborate with the preparation of a plan of action;
 - b. Collaborate with the drawing up and the signing of evaluations and adjustments of the plan of action;
 - c. Heeding calls of the company physician;
 - d. Cooperate an exam by a labour expert;
 - e. Collaborate with a final evaluation.
 Would you like to know more about said law 'wet verbetering Poortwachter' look on the website of social security agency UWV or make an appointment with your HR advisor.
7. Observe the arrangements made in order to prevent the following sanctions:
 - a. Suspension of wages. If you do not observe the rules above, we are unable to assess whether you are entitled to sick pay. That is why we will refrain from disbursing your sick pay for a moment until we are able to make this assessment. If you do comply with the arrangements at that stage, the wages will be disbursed still with retroactive effect.
 - b. The passing on of costs for surgery by phone and in person. In case you do not present yourself for the surgery of the company physician or you cannot be reached during phone surgery, the costs of this surgery are passed on to you.
 - c. Interruption of wages. As a sick Agency Worker you are obligated to do everything you can to re-integrate. An interruption of wages is an extreme measure, whereby the wages are discontinued and are only resumed once the obligations are complied with.
 - d. The interruption of wages is applied upon
 - The deliberate causing of the illness, or in the event false information was provided regarding his illness;
 - The delaying or impeding of recovery;
 - Refusal without valid grounds to collaborate with reasonable rules for suitable work;
 - Refusal without valid grounds to collaborate with the preparation, evaluation, or adjustment of the plan of action;
 - Refusal without valid grounds to apply for work incapacity benefits 'WIA-uitkering'.
8. As soon as you have recovered, you will report this by e-mail or App to your Job Coach or Account Manager.
9. In conformity with article 25.3d of the union contract 'NBBU-CAO' for agency workers, the Job Agency applies a single waiting day in case of illness.

Article 21. Written complaints procedure

We hope that you are enjoying your work for AllinFlex.

But things may happen, of course, that you do not agree with.

For those cases, we have the following complaints procedure to make sure that your complaint will be taken seriously and you will be able to resume work with a positive feeling.

These are the steps of the complaints procedure:

1. Do you have a complaint? Send it via info@allinflex.nl.
2. We will receive your complaint at the help desk of our facilities department. There, they will take cognisance of your complaint and investigate whether something went wrong and if so, what went wrong. These are different persons than your personal job coach, so that you can safely talk about complaints about assistance etc. as well.
3. You always receive a reaction to your complaint within a maximum of 15 days (though of course we strive to do it sooner still). If it becomes apparent that you have not received all your money, a restoral payment will occur within 2 weeks.

We hope that in this manner you will continue to enjoy working for AllinFlex.

Article 22. Final provisions

1. In cases that the Staff Guide does not provide for, the Job Agency decides.
2. The Job Agency reserves itself the right pursuant to article 7:613 BW (Civil Code) to unilaterally modify an employment condition agreed upon by the Job Agency and the Agency Worker. The Job Agency will only exercise this authority if they have such a weighty interest in the modification that the interest of the Agency Worker that would be impaired by the modification must, by standards of reason and fairness, cede to it.
3. Without prejudice to section 2, the Job Agency is authorised to modify or withdraw the Staff Guide.
4. This Staff Guide and everything that is effective between the Job Agency and the Agency Worker has been established in the Dutch language. An indicative translation in the own language is provided. If a conflict were to arise between the Dutch version and the translated version, the provisions of the Dutch version prevail at all times.
5. The agency work employment contract is exclusively governed by Netherlands Law.
6. To the extent that mandatory legal provisions do not oppose such, the Netherlands court of law is exclusively competent to hear all disputes that have arisen and are to arise from the agency work employment contract.
7. This Staff Guide enters into effect as from the contract date and replaces any (possible) earlier versions of the Staff Guide.
8. By signing this "Regulation for agency workers" for approval, the Agency Worker declares that he/she has read and understood this regulation.

Article 23. Courses and Training

1. Agency Worker who participates in a course or training at the expense of Employer commits himself after completion of the course/training to continue to work for Employer for another 12 months. In case of the premature termination of the employment relationship by the Agency Worker, Employer has the right to withhold the costs of the course/training without any further consultation from the last wages of the Agency Worker.

This Staff Guide is signed in duplicate

For approval,

Signature Agency Worker

Place :

Date :

{handtekening}

For approval,

Signature Job Agency:

Place : Roosendaal

Date :