

Conditions of Employment Tempo-Team

Welcome to Tempo-Team Payrolling!

One of our clients wishes to register you with Tempo-Team Payrolling with the request to (re-)employ you and make you available to them. In connection to this registration, you and the client have provided information and Tempo-Team will assess whether they can meet this request based on that information. It could, for example, depend on your employment history and if you have a valid identity document. When Tempo-Team agrees to the registration, they will initiate an employment contract between you and Tempo-Team. This employment contract is specified as a temporary employment contract in the law and the applicable ABU Collective Labor Agreement (ABU CAO). What makes this contract special is that you will be employed by Tempo-Team but that you will work for - and under the guidance and supervision of - Tempo-Team's client(s). In practice, you will mostly be dealing with those client(s).

These conditions, the Collective Labor Agreement and the Procedures of Tempo-Team Payrolling, describe what you can expect from us and what we can expect from you once you have registered with us and entered our employment. We kindly ask, therefore, that you carefully read these conditions and place your signature for acceptance. We also ask that you check and approve certain information we have copied from the registration form. The signed version of this form can be retrieved later from T-Point.

1. **Definitions**

In these conditions certain definitions are used. Those definitions have the meaning as cited in Article I of the Collective Labor Agreement or, when not defined in the Collective Labor Agreement, as cited in the Procedures of Tempo-Team Payrolling and the appendix attached to these conditions.

2. **The Registration**

Registering with Tempo-Team is without obligations. The registration does not compel Tempo-Team to employ you and does not compel you to enter employment with Tempo-Team.

3. **The Employment Contract**

3.1 **Formation**

1. Explicit agreements on the duration and content of each employment contract will be formally confirmed to you by Tempo-Team. There will be no employment contract established between you and Tempo-Team before Tempo-Team has provided you with a formal confirmation of said employment contract. In principle, the confirmation will be digitally available to you in T-Point. You will receive an e-mail as soon as a (new) confirmation is shown in T-Point.

2. If you do not agree with the confirmation of the employment contract, you should formally notify Tempo-Team as soon as possible, but at the latest within 5 days, by clicking the appropriate button in T-Point. If you do not respond within this time frame, Tempo-Team will assume the confirmation to be approved and as such the content of the employment contract is definite.

3.2 Commencement, Term and Cancellation

1. The employment contract will commence at the time cited in the confirmation of the employment contract.

2. Each employment contract is for a fixed term, unless otherwise agreed upon and formally confirmed by Tempo-Team. By operation of law, the fixed-term employment contract ends after the fixed term confirmed in the employment contract has expired, i.e. without it requiring cancellation.

3. Unless Tempo-Team formally confirms that there is no trial period, or that a shorter trial period applies, each first employment contract will have a trial period of:

- 1 month with an employment contract of at least 3 months, but shorter than 2 years;
- 2 months with an employment contract of 2 years or longer.

During this trial period either you or Tempo-Team can immediately cancel the employment agreement. Formal notice must be given.

4. Within the term agreed upon and formally confirmed by Tempo-Team, the employment contract will end by operation of law when and as soon as you do not or no longer have:

- the professional qualification or registration named in the confirmation of the employment contract,
- the diploma or certificate named in the confirmation of the employment contract,
- successfully completed the training or education named in the confirmation of the employment contract,
- a Certificate of Good Conduct, when needed for secondment,
- meet the applicable integrity, reliability and/or expertise requirements for performing work for the client(s), which became apparent from published outcomes of a pre-employment screening or integrity study,
- meet any other reasonable requirement of Tempo-Team, without which your (meaningful) placement with the client(s) is not possible.

The confirmation of the employment contract will state which of the named resolutive condition(s) could apply and what the detailed specifications of the condition(s) are.

5. If the employment contract takes place in the context of a learning or working programme (i.e. an apprenticeship), the employment contract will end by operation of law if and as soon as:

- the education agreement between the educational institution and you, for any reason whatsoever, ends without you having successfully completed the professional training,
- the client does not have (or no longer has) a so-called satisfactory evaluation as referred to in Article 7.2.10 of the Education and Professional Education Act.

3.3 Applicable Conditions

1. The Collective Labor Agreement and these conditions apply to this employment contract. In addition, the Procedures apply, except and insofar as the confirmation of the employment agreement deviates from it.

2. The VPO Employee Benefits Scheme applies, if and insofar as agreed upon and formally confirmed by Tempo-Team.

3. You will find the most recent version of the Collective Labor Agreement, the Procedures and the VPO Employee Benefits Scheme at www.tempo-team.nl/payrolling and in T-Point.

3.4 Secondment

1. During the term of your employment agreement you are, in principle, seconded to the client who registered you with Tempo-Team. However, it can happen that the secondment to this client ends before the end of the employment agreement. In that case Tempo-Team shall, with due observance of what is determined in the Collective Labor Agreement and the Procedures, endeavour to find you suitable substitute employment (as referred to in Article 31 of the Collective Labor Agreement).

2. The agreements on the duration of the secondment, the specific conditions that apply during that secondment, and the relevant information from the client will be formally confirmed to you by Tempo-Team. In principle, the confirmation of secondment will also be digitally available to you in T-Point. If you do not agree with the confirmation of secondment, you must inform the Serviceteam of Tempo-Team as soon as possible, but at the latest within 5 days, via e-mail. If you do not respond within this time frame, Tempo-Team will assume the confirmation approved and as such the agreements on the secondment are definite.

3. You should closely follow the regulations and instructions of the client. By signing these conditions, you declare to have received and read the rules and (safety) regulations that apply at the client who registered you.

4. Remuneration and Payment

1. Your remuneration and other explicit conditions of employment will be determined in due observance of the Collective Labor Agreement and, if and insofar as agreed upon and formally confirmed by Tempo-Team, the VPO Employee Benefits Scheme.

2. During the first 78 weeks of the employment agreement(s), you are not entitled to pay if, and insofar as, there is no suitable work for you, unless otherwise agreed upon and confirmed formally by Tempo-Team. If the VPO Employee Benefits Scheme applies, the exclusion of the obligation to continue salary payment, cited in the previous sentence, only applies during the first 52 weeks of the employment agreement(s).

After the previously-mentioned period of respectively 78 and 52 weeks, you are entitled to the reversion wage, provided you meet the applicable conditions stated in the law, the collective agreement and the Procedures.

3. Unless a four-weekly or monthly pay has been agreed upon (for a specific secondment), the wages will be paid in the week after the end of each week in which you have worked and for which you are entitled to be paid. Unless cited otherwise in the confirmation of the employment agreement, you are, however, required to justify your hours the way as is described in the Procedures and/or the confirmation of the employment agreement. You are not entitled to payment of hours, surcharges or expenses that are not approved by the thereto authorised representative of the client and/or Tempo-Team, unless you can prove to the contrary.

4. In deviation of what is determined in paragraph 3 of this article, the wages could be paid one or two weeks later than was originally agreed upon when the time accounting process of the client causes a delay

in our time accounting process (the so-called "pendel" week(s)). If there are "pendel" week(s), this will be included in the confirmation of the secondment.

5. Your payslip and annual statement will be made digitally available in T-Point.

5. Pension

1. If and as soon as you comply with the relevant conditions, you will participate in the pension scheme applicable to you.

2. You consent to this by providing the pension administrator with your e-mail address and by giving that pension administrator permission to provide you with all the information on the pension scheme digitally.

6. Confidentiality

You are compelled to maintain confidentiality regarding all non-public information you may acquire, within the context of your employment agreement(s) with Tempo-Team and the resulting secondment(s), regarding Tempo-Team, its employees, its clients and other relations, and its staff.

7. Intellectual and Industrial Property Rights

The intellectual property rights (such as copyrights and patents) related to your work for a client belong to that client. Insofar as these rights do not belong to the client, whether or not by operation of law or a separate declaration or agreement signed by you, you hereby transfer to Tempo-Team all intellectual property rights and all underlying works and inventions that came into being during and/or in connection with any employment agreement with Tempo-Team, so Tempo-Team can transfer these, in turn, to the client. You consent to give all necessary cooperation to (further) establish the transfer. Insofar as this is permitted by law, you hereby renounce all personality rights (in the sense of the Copyright Act) with regard to Tempo-Team, its clients and other third parties.

8. Identification and Employment

1. You hereby declare to have, now and during each possible employment agreement with Tempo-Team, a valid identity document, from which it is apparent that you are authorised to work in the Netherlands (see Article 2 of the Foreign Nationals (Employment) Act). You hereby also declare that you have shown an original copy of this identity document to your client contact or Tempo-Team, that this contact has determined your identity and your right to reside and work in the Netherlands based on this document, and that a copy was made of the original identity document.

2. You must ensure that you can identify yourself at your work place using a valid identity document.

9. T-Point

1. As soon as Tempo-Team has received your registration, they will - where necessary - create an account for you. You will need to activate this account as soon as possible via a link that you will receive via e-mail once we have received your registration. Without an activated account you, among other things, will not have access to your confirmation(s) of employment agreement(s) and secondment(s).

2. Your login details for T-Point are personal and confidential. You are not allowed to pass these login details on to third parties nor grant third parties access to T-Point. Loss, misuse or theft of personal information, including the password, must be reported to Tempo-Team immediately.

3. You hereby accept the digital statement and exchange of information relating to any and all employment agreements we may conclude with you, and changes thereto and other relevant information regarding the secondment.

10. Personal Information

1. You hereby declare, with regard to the information and documents included in your registration, and in particular with regard to your identity, that you have the right to reside and work in the Netherlands and that your employment history is correct and complete. You will continue to inform Tempo-Team in a timely manner on changes in and/or additions to the information provided, such as the withdrawal or expiration of your identity document.

2. Tempo-Team is responsible for processing the personal information you provided or otherwise obtained by Tempo-Team. Tempo-Team handles personal information with care. Tempo-Team will process personal information in accordance with the requirements of the law and her service to employees and clients. For these purposes, personal information can be forwarded to third parties, such as (potential) clients, other subsidiaries of Tempo-Team Nederland BV, organisations responsible for pension schemes or (additions to) social insurance benefits, and agencies responsible for the detection and prevention of fraud. Tempo-Team will process personal information in due observance of the law and its own privacy policy. More information on the privacy policy (including a more extensive description of the information to be processed, the purpose of it and the way in which it is done) can be found in the Procedures and the Privacy Statement at www.tempo-team.nl/payrolling.

You hereby declare to have taken note of the above conditions, the Collective Labor Agreement and the Procedures of Tempo-Team Payrolling and that you fully agree to said terms.

In addition, you hereby indicate:

- whether Tempo-Team should apply the wage deductions credit:
apply wage deductions credit: < Yes/no, vanaf < startdate >>
- whether you have worked for the following company in the past:
company: < company name >
employment history at this company: < yes/no >
- whether you have participated in a pension scheme according to the VPO Employee Benefits Scheme or the ABU Collective Labor Agreement in the past, and if you are receiving a pension payment at this moment in time:
pension: < yes/no >
payment: < yes/no >

Name : < naam medewerk(st)er >
Date of birth : < geboortedatum medewerk(st)er >
BSN/Dutch social security number : < bsn/sofinr. medewerk(st)er >
Address : < adres medewerk(st)er >
Postal code and town : < woonplaats medewerk(st)er >
Telephone number : < telefoonnummer >
IBAN bank account number : < bankrekeningnummer >

Date of signature: Signature confirming having read and accepted the above:

accepted the above:

Signature of legal representative confirming having read and
(if employee is under the age of 16)

March 2014 version

Appendix Definitions

In the Conditions of Employment at Tempo-Team Payrolling certain definitions are used. These definitions have the meaning cited in Article I of the Collective Labor Agreement. In addition, in these conditions and the Procedures of Tempo-Team Payrolling, the following are taken to mean:

a. Registration:

the request from a client of Tempo-Team to enter into an employment agreement with you and to make you available (second) to that client to perform work for and under the guidance and supervision of that client or a third party appointed by that client.

b. Employment agreement:

the temporary agreement between you and Tempo-Team. The Collective Labor Agreement distinguishes between two kinds of employment agreements; the agreement with a temporary employment clause and the secondment agreement. When you enter employment with Tempo-Team, it is always on the basis of a secondment agreement. At Tempo-Team Payroll Solution, we simply call it an employment agreement.

c. Collective Labor Agreement:

the ABU Collective Labor Agreement (ABU CAO) for Temporary Employees, including possible adjustments of this Collective Labor Agreement.

d. T-Point:

the not public (section of the) website of Tempo-Team, to which you have relevant access.

e. Tempo-Team:

Tempo-Team Payroll Solutions bv, Tempo-Team Services bv, Tempo-Team Payrolling Publiek bv, Tempo-Team Payrolling MVL bv, and any other subsidiary of the Tempo-Team Group bv, which in a comparable way as the previously-mentioned private companies (bv) makes employee(s) available to clients and does not agree on other similar Conditions with its employees.

f. Secondment:

making you available to a client of Tempo-Team, which takes place in the context of an employment agreement between you and Tempo-Team.

g. Formal(ly):

made available digitally or put in writing.

h. VPO Employee Benefits Scheme:

the employee benefits scheme of the Payroll Ondernemingen association, including possible future adjustments of this scheme. This scheme deviates from the Collective Labor Agreement to the advantage of employees.

i. The Procedures

The Procedures of Tempo-Team Payrolling, including possible future adjustments to it. Tempo-Team may unilaterally adjust the Procedures, for example in connection to changes in the law, Collective Labor Agreement, procedures or rules.