

Pedro Araujo Lagarto  
Linnaeusstraat 297  
2522 GP Den Haag

## REGARDING: WELCOME TO MANPOWER!

Diemen 19 augustus 2022

Dear Pedro,

Congratulations on your contract (extension) at Manpower. We hope you will enjoy working with us and our clients. In this letter you can read more about working at Manpower.

With this letter you will also find your temporary employment contract. Do not forget to sign it and return it to us. You can only start work after we have received it from you (digitally) signed.

## SICKNESS ABSENCE AND HOLIDAY RESERVATION REGULATIONS

Being sick is annoying. In the event of sickness absence, we would therefore like you to get back on your feet quickly and return to work. In the annex you will find everything relating to sickness absence. Read these rules carefully.

If you are sick or go home sick during work, always notify us and report it on your time sheet. Even if it is only half a day.

Do you want to take holiday? You can read exactly how to do this in our holiday reservation regulations attached to this email.

## TIME SHEETS

You can keep track of the hours you work yourself via the Manpower portal. You will receive the login details for this from your Manpower branch. Once you have submitted your hours via your portal, your contact person at the company where you work can approve them. After that we can process your hours and pay you. We will inform you in case the client you will work for uses a different method to track hours.

## COLLECTIVE BENEFITS

Manpower has a number of benefits for you as a Manpower Flex Employee.

- Insurances: Manpower has a group health insurance with VGZ and a collective scheme for general insurances with Centraal Beheer Achmea. You can find more information about these collective benefits in your personal portal.
- Studytube: Manpower greatly values your personal development. This is why you get access to the online platform Studytube. You can follow training courses wherever and whenever you want. On Studytube you will find over 400 online training courses with which you can grow both your professional knowledge and your personal development.

## DUTY TO PROVIDE PROOF OF IDENTITY

You must be able to identify yourself at your workplace, at the request of persons authorised to do so. So make sure you always have one of the following documents with you: passport, identity card, residence permit or a Dutch driving licence.

If you have any questions, do not hesitate to get in touch with your contact person at Manpower. We wish much job satisfaction!

On behalf of Manpower Flexibility B.V.,  
Kind regards,



Richard Overland  
Director Manpower

## PHASE A AGENCY WORK EMPLOYMENT CONTRACT WITH AGENCY CLAUSE

### PARTIJEN:

Manpower Flexibility B.V., with its registered office at Diemerhof 16, 1112 XN in Diemen, lawfully represented by Richard Overland, Director Manpower; hereinafter to be referred to as: "Manpower"

en

Mr. P.D. Araujo Lagarto, resident at Linnaeusstraat 297, 2522 GP Den Haag; geboren d.d. 20-01-1996 hereinafter referred to as the: **"Manpower Flexworker"**

### WHEREAS:

- a) Where in this agreement the following words and terms are written in a masculine form, the feminine form or a gender neutral form can also be read.
- b) Manpower and the Manpower Flexworker wish to enter into a Phase A agency work employment contract with agency clause ("Uitzendovereenkomst met uitzendbeding"), hereafter also named as Phase A temporary employment contract, with each other.
- c) Manpower will outsource the Manpower Flexworker to a Client on the basis of the Phase A temporary employment contract.
- d) The Manpower Flexworker will work for the Client in terms of the order given to Manpower and under the Client's guidance and supervision.
- e) The appendices form an integral part of this Phase A temporary employment contract.

### AGREE AS FOLLOWS:

#### 1) ABU Collective Labour Agreement for Temporary Workers (CLA)

The ABU Collective Labour Agreement for Temporary Workers (CLA) with annexes applies to this Phase A temporary employment contract and can be consulted at [www.abu.nl/cao](http://www.abu.nl/cao).

The Manpower Flexworker will also sign this Phase A temporary employment contract in witness of the fact that the Collective Labour Agreement was issued to him/her prior to the signing of this Phase A temporary employment contract and that he/she has taken note of it, or at least has had the opportunity to do so.

#### 2) Commencement, duties, working hours and remuneration

a)

Manpower will outsource the Manpower Flexworker as from expected start date 22-08-2022 to the client CEVA Logistics Netherlands B.V., in order to work under the respective client's guidance and supervision in the following position Warehouse Operator (as stated in the Client's remuneration scheme) for 40,00 hours. These hours are per Vier-wekelijks.

Normally, the working hours that apply to the client where you work are customary for you. Of course you will be informed about this. The applicable working days and hours (and more) will be communicated on the Work Placement Confirmation that is included as an attachment.

This is an on-call agreement in the sense of art. 7:628a of the Dutch Civil Code.

- b) This Phase A temporary employment contract is however deemed to have actually been concluded, in terms of article 9 sub-article 2 of the CLA, and to commence at the time the Manpower Flexworker actually starts the outsourced activities.
- c) The Manpower Flexworker is in accordance to article 34 of the CLA, agreed that the Manpower Flexworker is not considered as a holiday worker.

### **3) Duration**

The Temporary Employment Contract is concluded:

on the provision that the temporary employment contract will terminate by operation of law once the outsourcing of the Manpower Flexworker by Manpower to the client ends (temporary employment clause ex 7:691, sub-article 2 of the Dutch Civil Code).

The temporary employment contract will in any event terminate by operation of law – without any form of notice being required – on the penultimate Phase A working day to be determined according to the CLA. Any tacit extension of this temporary employment contract after the penultimate Phase A working day is hereby expressly excluded. If work-related activities are continued after the end of Phase A with the knowledge of Manpower, the Phase B secondment agreement will then be entered into for a determined period of 2 weeks, unless the parties agree otherwise in writing.

### **4) Applicable Law**

The parties declare that Phase A with an agency clause of the CLA will apply to this temporary employment contract. This temporary employment contract is governed by Dutch law. Disputes will be submitted to the competent court in The Netherlands.

### **5) Termination by operation of law**

This temporary employment contract terminates – without the need for notice – by operation of law if the applicable law as defined in article 4, as read together with the provisions of article 3 of this temporary employment contract, envisages termination by operation in law.

### **6) Illness**

In the event of illness, the Manpower Flexworker comes within the scope of the provisions of article 25 sub-article 1 of the CLA, amongst others. In the event the Manpower Flexworker is ill or has an accident, the temporary employment contract is deemed terminated with immediate effect at the instance of the client in terms of article 15, sub-article 4 of the CLA. Any return to the client after illness can only validly take place with the express authorization of Manpower by concluding a new temporary employment contract. If Manpower places the Manpower Flexworker with the client after his/her illness but before the penultimate Phase A working day, then this temporary employment contract will, unless otherwise agreed, be deemed to take effect again together with all the conditions as included herein and be expressly understood to terminate on the penultimate Phase A working day. In the event of illness, the Manpower Sickness Absence Regulations apply.

### **7) Exclusion of the duty of uninterrupted remuneration**

During phase A, exclusion of the duty of uninterrupted remuneration applies to this Phase A temporary employment contract, as set out in article 22, sub-articles 1 to 3 of the CLA.

### **8) Employment record information**

As stipulated in article 4 sub-article 3 of the CLA, it is hereby recorded that the Manpower Flexworker provided truthful and complete information regarding his employment record to Manpower as a candidate Manpower Flexworker and for the signature of this Phase A

Secondment Agreement. This information has been reduced to writing and is attached to this Phase A Secondment Agreement. The Manpower Flexworker signs this written version of his employment record in acknowledgement that this employment record is truthful and complete. The Manpower Flexworker is hereby expressly referred to the consequences for supplying incomplete or incorrect employment record information as set out in article 4 sub-article 3 and article 12, sub-article 5 of the CLA.

**9) Miscellaneous conditions**

**I.** The Manpower Flexworker confirms to be aware of the following:

- a) that only Manpower and not the client is liable to remunerate him;
- b) Manpower has chosen for the application of article 27, sub-article 3, part B of the CLA in relation to generally recognized public holidays;
- c) that the pension scheme as defined in article 32 and appendix III of the CLA is applicable and that once the provisions of article 32 of the CLA have been complied with, Manpower will start deducting the pension premium of the gross salary of the Manpower Flexworker;
- d) that he has been provided with information regarding the required professional qualification and a document containing the specific characteristics of the job to be performed and has taken notice thereof.

**II.** The Manpower Flexworker confirms to be aware of and to agree to the following:

- a) that every request by him in relation to the alteration of a job description, working hours and other employment-related conditions or circumstances that relies upon rule-making by or in terms of legislation, the CLA and/or case law is assessed in the ambit of the triangular Manpower Flexworker/ Manpower/Client relationship. This implies that Manpower can only accede to such a request if it does not hinder the business interests of either Manpower or the Client.
- b) All works, inventions and other products, material or otherwise, that are subject to intellectual or industrial property as manufactured by the Manpower Flexworker for the duration of this agreement, are the property of Manpower and/or the client, irrespective of the position of Manpower Flexworker and irrespective of the nature of the work, the invention or the product.
- c) Manpower reserves the right to unilaterally change the employment conditions of the Manpower Flexworker if there is a compelling interest on the part of Manpower.
- d) The Manpower Flexworker receives his pay slip digitally.

- III. The Manpower Flexworker is obliged towards Manpower to:
- a) carry out his job description to the best of his ability and knowledge and to carry out the orders with due care and diligence;
  - b) to maintain as strictly confidential all information that he has become privy to in the exercise of his duties and in respect of which he can reasonably foresee that disclosure thereof would cause damage to Manpower or the Client;
  - c) to inform Manpower immediately as soon as the Manpower Flexworker learns in the workplace that his assignment is (possibly) going to end.
  - d) to comply strictly with all health, environmental and/or safety regulations applicable within the Client's business and/or which are specific to his place of work which are explained and/or provided to him by Manpower and/or the Client and to follow working instructions that he has been given. The Manpower Flexworker also undertakes to use all personal protection resources at his disposal and/or which have been provided to him;
  - e) use appropriate working materials and/or clothing in order to carry out orders, if these are customary in the Client's business sector or if the Client has expressed his wish therefor;
  - f) to carry valid proof of identification on his person during working hours and to produce such proof to legally authorised institutions and persons on request;
  - g) the Manpower Flexworker affirms that he will repay any amount that he has been overpaid or incorrectly paid immediately and upon the first demand to that effect. The Manpower Flexworker hereby gives permission for any such overpaid or incorrectly paid amount to be set-off against any amounts still due to him.

IV.

The Manpower Flexworker hereby gives his consent to the administer(s) of the supplementary Sickness Benefits Act or the administration agreement and the Public Employment Services (het UWV) to make use of administrative data related to any illness period(s) of the Manpower Flexworker known to UWV as an implementation institution, insofar as these details are necessary for the execution of the supplementary Sickness Benefits Act. This solely concerns administrative data that are necessary for determining the entitlement, the amount and the duration of the supplementary Sickness Benefits Act regarding any period(s) of illness of the Manpower Flexworker and for determining the insurance premium.

The Manpower Flexworker undertakes to repay any amount that he has been overpaid or incorrectly paid in respect of the supplementary Sickness Benefits Act immediately and on the first demand to that effect. The Manpower Flexworker further confirms that he is aware that the administer(s) of the Sickness Benefits Act and/or the supplementary Sickness Benefits Act are authorised to set-off any overpaid or incorrectly paid amounts against the Sickness Benefits Act and/or the supplementary Sickness Benefits Act payments still to be made.

- V. Manpower processes personal data with a justified and specific purpose. The personal data are carefully handled and secured. Manpower does this in accordance with (privacy) laws and regulations, including the General Data Protection Regulation.

The complete privacy notice, including information regarding your right of access to and improvement of your personal data, are available via the website of [www.manpower.nl/nl/privacy-policy](http://www.manpower.nl/nl/privacy-policy).

- VI. The Parties refer for the purpose of these miscellaneous conditions to the applicable provisions of the CLA including its addenda. These conditions will apply as the selected choice of law unless the parties have expressly deviated from this in writing and they specify which particular condition(s) are at issue. If a provision of this Phase A agency work employment contract, including for this purpose the addenda and/or any written order statement, is nullified

for breach of a generally binding regulation, the CLA or must otherwise be disregarded or left inapplicable for special circumstances, such provision must then be replaced by a provision that would be legally admissible or which could be regarded or made applicable under the special circumstances and which closely approximates the original provision.

The procedure for the termination of this employment agreement is regulated by Title 7.10 of the Dutch Civil Code and the ABU CLA for Temporary Agency Workers.

#### 10) Translation

In case of an inconsistency between the official Dutch Version and this English translation of the Temporary Employment Contract, or a difference in interpretation as a result thereof, the official Dutch version will prevail.

## 11) Personal information


Name of the Manpower Flexworker: Pedro Araujo Lagarto  
 Address of the Manpower Flexworker: Linnaeusstraat 297, 2522 GP Den Haag  
 Date of birth: 20-01-1996

Bank account number of the Manpower Flexworker: NL17INGB0397997019  
 Designation of the bank account number: Pedro Lagarto

I hereby state that I am the holder (joint holder) of the bank account number mentioned and request Manpower to transfer my salary to this bank account number.

If there are any changes, the Manpower Flexworker must notify Manpower in writing that the changes must be taken into account by filling in and submitting the 'Personal Data Flexworker' change form to Manpower.

Date: 19-08-2022



Richard Overland  
 Director Manpower

Manpower

Flexworker

Annex: Sickness absence regulations  
 Reservation regulations for the Manpower Flexworker



## **SICKNESS ABSENCE REGULATIONS (belonging to an agency work employment contract with agency clause)**

Being sick is very unpleasant. Not only for you, but also for your colleagues, the client and Manpower. Manpower's sickness absence policy is therefore aimed at a speedy recovery, so that you can return to work quickly. The collective labour agreement for temporary employees regulates the entitlement and the amount of the salary while you are unfit to work. In addition, the Manpower sickness absence policy applies, as this is derived from the rules prescribed by law.

### **1) Reporting sick**

Report in sick by telephone before 9.00 am to both Manpower and the client you work for. If you work in shifts, you should report sick at least 5 hours before the start of your shift. If this falls outside Manpower's regular opening hours, you should report sick the next working day by 9.00 am.

**If you go home sick during work time, you should report to your superior and contact Manpower that same day that you are sick.**

If you report sick, you will be asked for the following information:

- How long you expect to be absent;
- If you need to go to hospital;
- A care address and telephone number;
- If you have called in your family doctor;
- How to speed up your return to work;
- An appointment for the next contact;

### Being unfit for work during vacation

If you become sick during your vacation, you should report this immediately to your contact person at Manpower in accordance with the above sickness reporting procedure.

If you become sick during your vacation abroad, the same rules (at minimum) will apply as those that apply to a sick report in the Netherlands. You will have to report sick to Manpower in accordance with the above sickness reporting procedure. The sick report will be processed after contact with Manpower about the nature and extent of your inability to work. You will keep yourself available for filling in the digital questionnaire from the Public Employment Services (het UWV).

Once your vacation has ended, it is important for you to submit written evidence from the doctor treating you there in Dutch or in English.

### Accident/workplace accident

If you are in a (workplace or traffic) accident, at work or otherwise, you should always report this to Manpower and your superior at the client you work for.

### Pregnant

If you are pregnant, you should inform Manpower and the client you work for. You will need to request a pregnancy declaration from the midwife as soon as possible in the pregnancy. You will need to save this pregnancy declaration for at least one year after the end date of your maternity and childbirth allowance. The UWV can ask you to submit this for verification. You need to inform Manpower about the expected delivery date and the start date of your maternity leave.

### **2) Counselling by the UWV**

In accordance with article 15 sub-article 1 of the ABU Collective Agreement for temporary employees, the agency work employment contract with agency clause is deemed to have ended with immediate effect at the request of the client in the event of illness or an accident of the Manpower Flex employee. As a result there will no longer be an agency work employment contract with agency clause between you and Manpower. The UWV is responsible for the execution of the Sickness Benefits Act

This means that Manpower will pass on the sick report to UWV no later than on the second day after your notification. UWV will provide you with a digital questionnaire about your situation and use the answers to assess whether you are entitled to sickness benefit (ziektewet uitkering) from the UWV. It is important that you complete this questionnaire. The status of your sick report can be found on My UWV. You will receive a decision from the UWV. When allocating a sickness benefit, UWV will further counsel you during your sickness and will take care of the payment of the sickness benefit.

### **3) The Sickness Benefit payment and waiting days**

If Manpower has passed on your sick report to the UWV, you will receive a letter within four weeks. This letter states whether you will be awarded a sickness benefit from the UWV and how high this benefit is. You receive the sickness benefit for a maximum of 2 years (104 weeks).

The sickness benefit payment amounts in principle to 70% of the determined benefit daily wage during the first and second year. Manpower will supplement this 70% with 20% through an insurer during the first year of illness. During the second year of illness this supplement will consist of 10% through an insurer. The benefit from the UWV will be paid four weeks after your sick report

On the first two days that you are unable to work, you will not be paid, because these days are known as 'waiting days'. If you are sick due to pregnancy or on maternity leave, then the waiting day will not be applied.

### **4) Contact Manpower**

Manpower is of course interested in your wellbeing and it would be useful, although not obligatory towards Manpower, for future contact to also share any changed contact details such as telephone number, home and residence address with Manpower.

## RESERVATION REGULATIONS for the Manpower Flexmedewerker

### **Holiday leave (article 26 of the CLA)**

1. The Manpower Flexworker must apply timeously to Manpower but in any event not later than 2 weeks before the requested dates for holiday leave. The days may only be taken upon approval by the Client and Manpower.  
The Manpower Flexworker is entitled to take a maximum of 3 successive weeks or three single weeks holiday leave to the extent that the application for the actual requested leave is viable.
2. The Manpower Flexworker is obliged to comply with the usual holiday arrangements that are enforced by the Client. If the Manpower Flexworker is placed with a Client which has a temporary business closure and the Client's staff is consequently placed on compulsory collective leave, then Manpower is likewise entitled to fix the leave dates for the Manpower Flexworker in this same period.
3. Manpower is entitled to stipulate days on which the Manpower Flexworker is obliged to take holiday leave. This may relate for example to the so-called collective closure days or "bridging days" as apply for the Client. Manpower will determine and notify the Manpower Flexworker about these days as early as possible.

### **Short periods of absenteeism, special leave, extraordinary leave (article 28 of the CLA)**

When possible, the Manpower Flexworker must give at least one day prior notice to Manpower of any absenteeism planned for a normal working day and Manpower Flexworker must attend the event and/or function in question to be able to supply proof thereof to Manpower, if so requested. Where possible, visits to the doctor (or dentist) must be scheduled outside of working hours and otherwise as much as possible at the beginning or end of the working day.

### **Generally recognized public holidays (article 27 of the CLA)**

The Manpower Flexworker is entitled to payment of the actual wage on public holidays on which the Manpower Flexworker has not worked on account of that public holiday. To determine this right Manpower looks at the work pattern of the Manpower Flexworker. This means that Manpower determines whether the Manpower Flexworker has a work pattern (or not) on the concerning public holiday (1) and if this is the case, how many hours the 'public holiday-right' contents (2).

1. The Manpower has a work pattern when the Manpower Flexworker has worked at least on 7X on the weekday in question in a period of 13 consecutive weeks immediately prior to the public holiday in question, or

The Manpower Flexworker has a work pattern in the situation where the Manpower Flexworker has not yet worked for 13 consecutive weeks immediately prior to the public holiday in questions but has worked on the weekday in question in at least half of the weeks that he has worked.

For the calculation of the aforementioned (applicable) periods, successive contracts/agreements will be added up, if and to the extent that one followed the other within a period of one month. The periods of interruption will not be included in the count.

2. The Manpower Flexworker is entitled to the average of all hours for which the wage has been paid for that day over the aforementioned applicable periods. Overtime is excluded from this, unless it is of a structural nature.

## Work Placement Confirmation

### The Parties:

- |  |  |
|--|--|
| 1. The employment agency<br>with registered office in<br>at<br>represented by<br>hereinafter: "Manpower" | Manpower Flexibility B.V.<br>Diemen<br>Diemerhof 16, 1112 XN Diemen, the Netherlands<br>Richard Overland |
|--|--|

and

- |  |   |
|--|---|
| 2. The temporary worker<br>residing in<br>at<br>hereinafter: "Manpower Flexworker" | P.D. Araujo Lagarto<br>Den Haag<br>Linnaeusstraat 297 2522 GP |
|--|---|

### whereas:

- a. Manpower and Manpower Flexworker have entered into a Phase A agency work employment contract with agency clause ("Uitzendovereenkomst met uitzendbeding"), hereafter also named as Phase A temporary employment contract, with each other. This placement confirmation is an integral part of that agreement.
- b. A confirmation will be provided for each work placement.

### have agreed as follows:

1. Manpower will outsource the Manpower Flexworker as from expected start date 22-08-2022 - to the client CEVA Logistics Netherlands B.V. (contactperson: Stijn Groot) at Zaltbommel, adress Westvlietweg, in order to work under the respective client's guidance and supervision in the following position: Warehouse Operator,(as stated in the Client's remuneration scheme). The provisions of this work placement confirmation will only apply to the extent that the Manpower Flexworker is working for the aforementioned Client in the aforementioned position.
2. Remuneration by the Client consists of the elements established in Article 16, sub-article 1 of the ABU collective labour agreement (CLA). After informing Manpower Flexworker, Manpower will implement any changes in the Client's remuneration scheme that affect the applicable elements of the hirer's remuneration pursuant to Article 16 sub-article 1 of the ABU CLA.

The client's CLA/remuneration scheme is: CEVA logistics Nederland.  
For this position, Manpower Flexworker is assigned to group 02 step 01 according to the Client's remuneration scheme

3. The Manpower Flexworker will work at least 10,00 hours per week for a gross salary of € 10,97 per hour.
4. The Manpower Flexworker will initially conduct his or her work at:  
Maandag t/m Zondag, dag-, avond- en nachtdienst
5. Working hours reduction (ADV) compensation for this assignment amounts to € per hour.
6. The Manpower Flexworker is entitled to the following allowances, insofar as they are granted to Manpower Flexworkers employed directly by the Client in an equal or equivalent position to Manpower Flexworker:

applicable bonuses for overtime and/or shifted hours, irregular hours bonuses (including public holiday bonuses and bonuses for physically demanding circumstances) and shift bonuses:

Overtime hours	135,00%
Overtime hours	150,00%
Overtime hours	200,00%
Overtime hours	300,00%
Surcharge hours	135,00%
Surcharge hours	145,00%
Surcharge hours	150,00%
Surcharge hours	200,00%
Surcharge hours	300,00%
Surcharge hours	100,00%

7. The Manpower Flexworker is entitled to the following reimbursement(s), insofar as they are granted to Manpower Flexworkers employed directly by the Client in an equal or equivalent position to Manpower Flexworker and Manpower can pay them out free of wage tax and premiums:

Applicable reimbursements:

Bonus before tax	0,00
Reiskosten	0,00

Applicable travel allowance:


Applicable regulations concerning an allowance for travel hours or travel time in relation to work: not applicable.

8. The Manpower Flexworker is entitled to homework allowance, in accordance with the regulation of the Client, insofar as they are granted to the employees employed directly by the Client in an equal or equivalent position to the Manpower Flexworker.
9. The Manpower Flexworker has received:
- |   |          |
|---|----------|
| The company's safety regulations:           | YES / NO |
| The "Information for Flex-workers" booklet: | YES / NO |
10. Expected end date of the work placement (if applicable):

**Date: 19 augustus 2022**

**Town/City: Diemen**

**Manpower:**



Richard Overland  
Director Manpower

Manpower

Manpower flexmedewerker