



# STAFF REGULATIONS

## **FOREWORD**

Dear Vacumetal employee,

We are pleased to present the Vacumetal staff regulations below, which set out the terms of employment and company rules applicable to all Vacumetal employees.

The staff regulations are a supplement to the employment contract. In the event of any conflict between the staff regulations and the employment contract, the individual arrangements laid down in your employment contract will prevail. This provision only differs if the arrangements laid down in the employment contract are contrary to legislation or regulations, or in case arrangements to the contrary have expressly been made between us in writing.

Please contact Human Resources if you have any questions and/or comments.

The undersigned confirms his agreement to these Staff Regulations.

J.P Schuurmans

Director

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## Chapter 1. General

*This chapter includes definitions of a number of terms that are frequently used in these staff regulations, as well as arrangements made regarding the scope, duration and any amendments to these staff regulations.*

### Definitions

1.1.1. In these staff regulations, the following terms are defined as follows:

<i>Civil Code</i>	the Dutch Civil Code
<i>Day</i>	a calendar day (from 00:00 am to 11:59 pm).
<i>Partner</i>	<ul style="list-style-type: none"> <li>- the person to whom you are married, or</li> <li>- the person with whom you are in a civil partnership under the Civil Partnership Act, or</li> <li>- the person with whom you have entered into a notarised cohabitation agreement and who is registered as such with the employer</li> </ul>
<i>Direct supervisor</i>	the person to whom you report directly or their deputy
<i>Regular working hours</i>	standard working hours per week for full-time employment, i.e. 40 hours per week (8 hours per day)
<i>Holidays</i>	Statutory holiday entitlement and holiday entitlement in excess of the statutory holidays within the meaning of Book 7, Section 634 of the Civil Code.
<i>Salary:</i>	<p><i>Monthly salary:</i> the contractual gross monthly salary without allowances (such as shift allowance or overtime allowance), as determined for you.</p> <p><i>Annual salary:</i> your contractual gross annual salary, which comprises 12 monthly salaries + holiday allowance, excluding allowances.<sup>1</sup></p> <p><i>Allowances:</i> allowances on top of your contractual salary, granted for additional work such as overtime or special working arrangements such as shift work.</p>
<i>Place of work</i>	the place where or from where you usually perform your work under your employment contract.
<i>You</i>	Employee within the meaning of Book 7, Section 610 of the Civil Code.

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<sup>1</sup> Allowances such as overtime allowance, shift allowance, etc. are not included in the contractual annual salary.

<i>Vacumetal</i>	The private limited liability company Vacumetal B.V., having its registered office in Oosterhout and its place of business at Gouden Rijderstraat 5, 4903 RD Oosterhout.
<i>Week</i>	a period of 7 calendar days, commencing at 00:00 hours on Monday.
<i>WIA</i>	Dutch Act on Work and Income according to Capacity for Work, including the WGA (Resumption of Work Scheme for Partially Disabled Employees) and IVA (Income Provision Scheme for Fully Disabled Employees).

## ***Withholding of taxes and contributions due***

- 1.2.1. Unless expressly stated otherwise, all amounts stated in these Staff Regulations are gross amounts, and the taxes and contributions due on them will be deducted upon payment.
- 1.2.2. Vacumetal pays the contributions for employee insurance and national insurance to the Tax Authorities. In various situations, including unemployment, long-term incapacity for work, pregnancy and adoption, benefits can be applied for from the UWV<sup>2</sup>. More information can be found on the UWV website.
- 1.2.3. If changes in the applicable tax and social security legislation and regulations cause adjustment to or cancellation of tax rates, contribution percentages, exemptions and so on by operation of law, these changes will also be applied by Vacumetal from the statutory effective date.

## ***Scope of the staff regulations***

- 1.3.1. The staff regulations apply to every employee with an employment contract with Vacumetal under Dutch law.
- 1.3.2. Business circumstances and legislation and regulations are constantly changing. Vacumetal therefore regularly amends the staff regulations. New or amended texts of the staff regulations are provided to employees on an annual basis.
- 1.3.3. Vacumetal reserves the right to unilaterally amend the terms of employment and the staff regulations if necessary due to compelling business interests or changes to legislation and/or regulations.

## ***Reading guide***

- 1.4.1. The use of the masculine form of pronouns or nouns in these staff regulations is at all times to be understood as strictly neutral and consistently includes the feminine form.

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<sup>2</sup> Government agency implementing employee insurance schemes in the Netherlands

## **Chapter 2. Key work agreements**

### **2.1 Safety and environment**

- 2.1.1. Safety at work and environmental protection are vital aspects, which require commitment from all of us at Vacumetal in our professional practices. For this reason, every effort is made to ensure that you have a thorough understanding of the essence of a safe living and working environment. We also aim to encourage you to comply accurately and satisfactorily with all safety and environmental regulations in force at Vacumetal. You are required to fully cooperate to this.
- 2.1.2. When you join Vacumetal, you are required to complete the Safety, Health, Welfare and Environment training (VGWM training). In addition, you will receive periodic refresher training. The safety and environmental regulations applicable within Vacumetal can be consulted at any time in LeanBMS.
- 2.1.3. Your strict compliance with all safety regulations and procedures and effective use and full employment of the safety clothing and equipment provided by Vacumetal for this purpose shall be required. In addition, you must inform your colleagues and others of the safety regulations and procedures that apply on site. If you are not sure about the application of safety regulations and procedures, you must immediately notify your direct supervisor.
- 2.1.4. Your full cooperation with Vacumetal's efforts for the prevention of environmental pollution will be required. You undertake to strictly comply with the relevant regulations and procedures in this area laid down in the LeanBMS.
- 2.1.5. Employees are expected to be familiar with and comply with Vacumetal's safety and environmental regulations. Breach of these regulations is considered to be a serious act of culpable conduct or negligence and may result in disciplinary measures under labour law, including summary dismissal.

### **General rights and obligations on the part of Vacumetal**

#### *Diligent employer practices and working conditions*

- 2.1.6. Vacumetal will enable you to perform the agreed work to the best of your abilities and will provide instructions with due regard for the requirements of the profession and the organisation's objective, and will do and refrain from doing everything that a diligent employer should do and refrain from doing in similar circumstances.

Vacumetal undertakes to ensure proper and safe working conditions. With respect to this, Vacumetal shall provide aspects such as a set of measures relating to occupational health care.

#### *Prevention of undesirable behaviour*

- 2.1.7. Vacumetal undertakes to implement measures relating to the work organisation and the layout of the working environment if this proves necessary to prevent undesirable behaviour. Undesirable behaviour refers to comments, behaviour and actions that are perceived as undesirable by the person to whom they are directed. This includes aggression, violence, physical contact, comments about the appearance, sexual orientation, race, religion, political affiliation, gender, nationality, marital status, age, disability or chronic illness, employment relationship (full-time or part-time), employment contract (permanent or temporary), if this is affected by, for example, bias, undesirable items or coercion.

#### *Combating discrimination*

- 2.1.8. Vacumetal endeavours to ensure that the composition of its workforce reflects society as much as possible. Vacumetal promotes good labour relations within the company and offers equal opportunities to all who work at the company.

Respectful interaction and communication within the company is an essential condition for proper labour relations. Vacumetal will never treat you less favourably than others on account of your gender, sexual orientation, race, religion, nationality and so on. Discrimination means that people are not accepted for what and who they are and this will be actively combated by Vacumetal.

If an employee believes that any of the forms of undesirable behaviour referred to in Article 2.1.6. of these Staff Regulations have occurred, the employee can contact the **confidential advisor of the Richting occupational health and safety service: telephone number: 076-5230146.**

In addition, the employee may submit a complaint based on the Complaints Procedure for Undesirable Behaviour, and the relevant procedure can be consulted in the Management System.

## **2.2. General rights and obligations on the part of the employee**

#### *Diligent employee practices, safety and working conditions*

- 2.2.1 You shall undertake to do and refrain from doing everything that a diligent employee should do and refrain from doing in similar circumstances.

You shall undertake to perform the agreed work to the best of your abilities and to behave in accordance with the instructions given by or on behalf of Vacumetal, with due regard for the requirements of the profession and the organisation's objective, even if no specific instructions have been given to that effect. All materials, machines, equipment, buildings and so on present in the company must be treated with all due care.

You shall undertake to do anything that may be required of you in order to promote proper and safe working conditions. With respect to thus, you are also jointly responsible for maintaining order, safety, morality, cleanliness and a good atmosphere in the company and you must comply with the relevant instructions and regulations given by or on behalf of Vacumetal.

- 2.2.2 At the instruction of Vacumetal and/or third parties engaged by Vacumetal, including the occupational health and safety service and company doctor, you undertake to undergo medical examinations, if this is a statutory requirement or permitted by law. In addition, such medical examinations must always comply with statutory safeguards and medical standards.
- 2.2.3 Employees are not permitted to transfer their work, in whole or in part, to third parties without Vacumetal's prior written permission.
- 2.2.4 If you cause a loss to third parties and/or property during your work, this must be reported to the Vacumetal Management without delay. If you use a company or lease car or other means of transport provided to you with respect to your work, you must also report this immediately in the event of loss and/or damage and/or confiscation of your driving licence.

#### *Confidentiality*

- 2.2.4. Both during and after the term of your employment – irrespective of how and why the employment relationship ended – you are prohibited from disclosing, directly or indirectly, in any form and in any manner whatsoever, any information to third parties that comes to your knowledge concerning the affairs and interests of Vacumetal, its clients and other relations, all this in the broadest sense of the word, unless the performance of your duties requires you to inform third parties of such matters.

#### 2.2.5 *Improvements and inventions*

The title to all intellectual property rights arising from all inventions and/or patents (to be) made or obtained by you during the employment contract, both during and outside working hours, and during one year after its termination, shall be vested in Vacumetal. Further to this, the employer is entitled to all the rights to all works of literature, science or art, including works in coating technology and/or product developments, which the employee created during the employment contract, both during and outside working hours, and during one year after its termination. Compensation for such transfer is deemed to be included in the salary.

#### 2.2.6 *Ancillary activities*

Vacumetal believes it will be useful for employees to engage in activities with regard to social involvement outside working hours. In addition, you may want to perform paid ancillary activities. Please make sure to inform Vacumetal of this in good time as this is essential.

You must inform Vacumetal of any intention to perform paid or unpaid (ancillary) work or secondary activities for yourself or third parties. In doing so, you must provide all information that Vacumetal believes is necessary to assess the admissibility of the (ancillary) work or secondary activities, including but not limited to an explanation of the actual work, position, any employer and/or clients, and the scope of work. If the (ancillary) work or secondary activities change in the interim, you must notify Vacumetal without delay.

During the term of the employment contract, you are only permitted to perform (un)paid (ancillary) work for yourself or for third parties with Vacumetal's written permission. Vacumetal may refuse permission or withdraw previously given permission for objective reasons, such as conflicts of interest, competition risks or breach of the Working Hours Act, which will be communicated to you.

#### *Gifts and presents from third parties*

- 2.2.7 You are strictly prohibited from accepting money, services or other rewards from third parties with respect to the performance of your work for Vacumetal in the broadest sense of the word.

If you receive business gifts of minor commercial value (up to €25) from customers, suppliers or other third parties, you must notify your direct supervisor and may keep the gift up receipt of your direct supervisor's written permission.

Your direct supervisor may decide that gifts cannot be kept personally, and instead, must be distributed within the department or organisational unit.

*Anti-bribery and corruption policy*

- 2.2.8. All Vacumetal employees must refrain from accepting any form of bribery and/or improper inducements from outside parties. In case of reasonable suspicion of an employee being involved in bribery, corruption and/or improper inducements, legal measures will be taken and it will be mandatory upon Vacumetal to report this to the judicial authorities.

*Internet code of conduct*

- 2.2.9 For the purposes of this Internet Code of Conduct, the term 'Internet' is deemed to include the entire technical infrastructure that enables online applications such as e-mail, access to the Web, newsgroups and social media.

Users must use their common sense in handling the company's property, including its IT infrastructure. The Internet is a business tool provided by Vacumetal. Internet applications may only be used for business purposes.

*Guidelines for Internet use:*

- Unnecessary and unauthorised use of the Internet causes network and server congestion and slows down other users. The use of digital images should be kept to a minimum. Downloading software, including games, or playing games with third parties through the Internet is not allowed.
- Email, chat rooms and newsgroups provide a very wide reach for disseminating messages about the company. In order to prevent unauthorised use, prior approval must be sought from the Vacumetal Management Board before participating in chat rooms and newsgroups.
- The Internet is not considered sufficiently secure for sending confidential data. Market-sensitive and price-sensitive information and important messages about the company that could pose a business risk to Vacumetal should not be sent through the Internet in any way.
- Users are expected to exercise all due caution when sharing files or data and should scan downloaded files for viruses before using or accessing them.
- Access to the Internet should not be used to refer to material that is offensive or hurtful to third parties, for example pursuant to race, country of origin, gender, sexual orientation, age, disability, religious or political beliefs. Further to this, material related to sex may not be opened, stored, transmitted, edited or recorded using the Vacumetal network or computers (or parts of the Vacumetal network or computers) belonging to Vacumetal.
- Files containing personal data may only be sent with the consent of the person concerned and must be password protected. Users are not allowed to send, download or copy copyright-protected material, or provide such material to others for copying. Users are responsible for complying with copyrights and licences that

apply to software, files, documents, messages or any other material they wish to copy.

- If you use social media for private purposes, including but not limited to Facebook, Twitter and LinkedIn, you must at all times refrain from making any statements in the broadest sense of the word that could discredit Vacumetal or harm its good name.

As the system administrator, Vacumetal reserves the right to monitor compliance with this Code by checking individual Users or groups of Users. Individually targeted checks will only be conducted if there is reasonable suspicion of unlawful use or abuse of electronic means of communication and after the employee has been informed that reports to this effect have been received.

In order to protect the content of private emails where possible during checks, users are advised to state that private emails are private by stating 'private' in the subject line.

Failure to comply with this Internet Code of Conduct may result in disciplinary measures, including dismissal, in accordance with Vacumetal's sanctions policy as set out in Article 2.2.11. of these Staff Regulations and the rules of applicable law.

#### *Policy on alcohol, drugs and medication use*

- 2.2.10. Being under the influence of or in possession of alcohol or drugs on Vacumetal premises is prohibited at all times. In case you use medication (so-called PRIMs, Potentially Reaction and Perception-Influencing Medicines), work shall only be carried out with the company doctor's express permission.

The following applies to all staff engaged in work for Vacumetal:

- the body must have no traces of narcotics;
- the blood alcohol concentration must never exceed 0.5 ‰ bac (blood alcohol concentration);
- employees must comply with the rules set out in this policy with regard to testing for alcohol and drug use;
- the company doctor must always be consulted in advance in the event of the use of medication (PRGBs);
- in case of doubt, the manager and/or management must **at all times** be contacted.
- it is the personal and individual responsibility of each employee to comply with this policy;
- the Management supervises the enforcement of the rules set out in this policy;
- in the event of breach of the rules of this policy, the sanctions policy of these Staff Regulations will be applied without delay.

#### *Identification and testing*

A person who is 'under the influence' of alcohol, drugs or medication must in effect be identified by the employee himself, who must report this to their direct manager. Also other persons can identify whether an employee is 'under the influence', such as direct managers, colleagues or customers.

Testing may be conducted in the following situations:

1. *Based on identification*; in case it is evident that an employee is under the influence of alcohol, drugs and/or medication, a breath test may be administered by an authorised person such as the police or a (health and safety) doctor.

*Actions to be taken when someone is found to be 'under the influence'*

In the event of alcohol and/or drug use or below-standard behaviour while under the influence of medication, the employee will be immediately referred to the company doctor and the sanctions policy set out in Article 2.2.11 of these Staff Regulations will apply. In addition to the sanctions policy, the following applies:

- The Management will be informed immediately.
- The employee will be denied access to Vacumetal location(s).
- The number of hours that the employee is denied access to the Vacumetal location on account of being 'under the influence' will be deducted from the employee's monthly salary.
- Upon return, a meeting will be held between the direct supervisor and the employee concerned, when the rules will be pointed out once again.
- In the event of a valid suspicion of an alcohol or drug problem, the following applies:
  - either mandatory cooperation to counselling (one-time offer during the employee's employment);
  - or the person concerned will be given notice of dismissal in the event of subsequent breach.
  - If addiction is confirmed by the company doctor, Vacumetal will provide guidance.  
The person concerned's acceptance of the offer of help does not preclude the possibility of the implementation of disciplinary measures.

In accordance with the sanctions policy, in the event of gross negligence/breach, immediate intervention by the employer is permitted, including termination of employment (either or not with immediate effect). In the event of drug production or drug trafficking, a report will always be made to the police and dismissal proceedings – possibly with immediate effect – will be initiated.

**2.2.10 Undesirable behaviour and discrimination**

You are required to demonstrate diligent employee conduct. You must refrain from undesirable behaviour as referred to in Article 2.1.6 of these staff regulations and you will not discriminate against colleagues. Discrimination (distinction) is defined below:

1. **Direct** discrimination refers to discrimination between persons on the basis of religion, belief, political affiliation, race, gender, nationality, sexual orientation, marital status, age, disability or chronic illness, employment relationship (full-time or part-time), employment contract (permanent or temporary)
2. **Indirect** discrimination refers to discrimination pursuant to characteristics or behaviour other than those mentioned above, resulting in direct discrimination.
  - making deliberately offensive statements, either verbally or in writing or through images, about a group of people based on their religion, belief, political affiliation, race, gender, nationality, sexual orientation, marital status, age, disability or chronic illness; violent behaviour against persons or groups of persons pursuant to their religion, beliefs, political affiliation, race, gender, nationality, sexual orientation, marital status, age, disability or chronic illness, employment relationship (full-time or part-time), employment contract (permanent or temporary);

### *Sanctions policy*

- 2.2.11 Vacumetal may take disciplinary measures if employees fail to comply with the rules or obligations applicable to them under these Staff Regulations. The level of severity of a disciplinary measure shall be proportionate to the type and gravity of the breach. The lightest form of disciplinary measure is a verbal warning, followed by a written reprimand for a second breach, while very serious breaches or conduct may result in suspension or even dismissal.
- 2.2.12 Vacumetal is entitled to suspend you if so required by the interests of the company, including in case there is a need for further investigation, in the event of an untenable situation in the workplace, a suspected breach of company rules and/or to obtain further advice and consider taking measures under employment law. During the period of suspension, you are prohibited from entering the Vacumetal premises and contacting Vacumetal colleagues and associates without Vacumetal's permission.

### *Company clothing and personal protective equipment*

- 2.2.13 You are required to wear the work clothing and personal protective equipment provided to you during your shift or work, as instructed by your direct supervisor. The costs of these items are borne by the employer. Employees must notify the Human Resources department in good time if the items are not or no longer suitable. In that case, the Human Resources department will provide replacements free of charge.
- 2.2.14 Failure to comply with the requirement to wear company equipment may result in a penalty. Depending on the nature of the breach, the lightest form of penalty is a verbal warning, followed by a written warning for a second breach, while very serious breaches may result in suspension or dismissal.

## **2.3 Commencement of employment and employment contract**

### *Written employment contract and applicability of Staff Regulations*

- 2.3.1 You will be employed by Vacumetal based on a written employment contract, which will be signed by you and Vacumetal. These Staff Regulations apply to your employment contract.

Upon commencement of employment, each employee will receive a copy of the staff regulations in Dutch, and an addendum is available in English and Polish.

### *Your employment contract*

- 2.3.2 Your employment contract shall include the following items:
- date of commencement of employment;
  - job title;
  - place of work;
  - if a probationary period has been agreed: the mutual probationary period and its duration;
  - annual or monthly salary;
  - working hours;

- number of holidays;
- inclusion in the pension scheme if this applies to you; personal contribution is voluntary.

*Type of employment contract that applies to you*

2.3.3 Vacumetal may enter into an employment contract with you:

- for a fixed term;
- for an indefinite period;
- for the performance of temporary work.

2.3.4 *Statements upon entering into an employment contract*

By agreeing to the staff regulations, you confirm that:

- upon commencement of employment and/or during the performance of your duties at Vacumetal, you are not impeded by any non-competition and/or non-solicitation clause or any other post-contractual obligation in respect of third parties;
- you are not aware of any medical conditions that would prevent you from performing your job properly;
- at the time of signing this employment contract, you are not subject to any legal and/or criminal investigations and/or proceedings, either privately or professionally, in the broadest sense of the word;
- you have no debts – other than normal household debts – and do not expect to incur any debts in the future that could prevent you from performing your duties properly. If your wages are seized by attachment or in case of imminent wage attachment, you must immediately notify Vacumetal which constitute a reason for terminating the employment contract;
- you have generally not withheld any information or provided any inaccurate information in general regarding **your state of health, personal circumstances, career history, etc., which you know or should know could impede the proper performance of your duties** at Vacumetal or could cause Vacumetal to lose confidence in you and prevent a rewarding working relationship.

*Probationary period*

2.3.5 At the start of your employment, a mutual probationary period will be agreed in your employment contract in accordance with Book 7, Section 652 of the Civil Code. This period shall be at least one month for a one-year contract. The probationary period is two months for an employment contract for an indefinite period. No probationary period applies to a six-month contract.

*Medical examination*

2.3.6 If the performance of your job involves special demands on your medical fitness, Vacumetal will be entitled to require you to undergo a medical examination prior to appointment. This so-called pre-employment medical examination will be conducted by a recognised institution. The medical examination must at all times comply with the statutory safeguards and medical standards.

## **2.4. Working part-time**

*General*

- 2.4.1 Working part-time refers to work comprising fewer working hours than the regular working hours of 40 hours per week.

*Proportional terms of employment*

If you work part-time, all terms of employment apply in proportion to the working hours agreed with you, except for the study costs scheme. The allowance for commuting costs is determined in proportion to the number of days worked.

## **2.5 End of the employment contract**

- 2.5.1 The employment contract between you and Vacumetal can be terminated in various ways. You can at all times terminate the employment contract with due allowance for the applicable notice period. In addition, the employment contract can be terminated in the following ways, including:
- a. by the expiry of the period and/or the work for which the fixed-term employment contract was entered into, without prejudice to the possibility of early termination of the employment contract;
  - b. by giving notice during the probationary period, as referred to in Book 7, Section 652 and Book 7, Section of the Civil Code;
  - c. by mutual agreement at a time agreed between you and Vacumetal;
  - d. by immediate termination of the employment contract for compelling reasons, as referred to in Book 7, Sections 678 and 679 of the Civil Code;
  - e. by termination of the employment contract by you or by Vacumetal (with or without the consent of the UWV), with due allowance for the applicable notice period. For example, after 104 weeks of incapacity for work or due to business circumstances;
  - f. by dissolution by the court on the basis of Book 7, Sections 671b, 671c or 686 of the Civil Code;
  - g. on account of your death.

*Reasons for dismissal*

- 2.5.2 By agreeing to the staff regulations, you confirm that any of the circumstances listed below, considered individually and/or in combination, shall be regarded by Vacumetal as an act, trait or behaviour on your part, to the extent that Vacumetal cannot reasonably be expected to continue the employment contract. Vacumetal is therefore entitled, in that case, to terminate the employment contract with immediate effect for compelling reasons. Any of the circumstances listed below, considered individually or in combination, shall in any case be regarded by you and Vacumetal as circumstances that justify the conclusion that you have acted or failed to act in a seriously culpable manner, resulting in the situation that Vacumetal cannot reasonably be expected to continue the employment contract, while the termination of the employment contract will take place without the award of any compensation and/or a transition payment in your favour and at Vacumetal's expense:
- breach of the obligation to report in good time the intention to perform ancillary work and/or ancillary activities;
  - breach of the confidentiality clause, the non-solicitation clause and/or the non-competition clause;
  - concealment of criminal offence(s) and/or act(s) committed by you, including theft, embezzlement, forgery and fraudulent acts, and committing a violent crime, which are of such that they (may) bring Vacumetal's good name into disrepute and/or

result in the conclusion that you can no longer be considered an employee with an impeccable track record and past;

- the suspicion or conviction of you with respect to a criminal offence or failure to appear in court due to (preventive) detention;
- the concealment of relevant information and/or the provision of inaccurate information by you that is relevant to the proper performance of the job, including medical information and information about your skills;
- in case you demonstrate a serious lack of competence or suitability for the work which you have undertaken to perform, or in case your work performance repeatedly proves to be inadequate;
- in the event that you are guilty of criminal offences, including, but not limited to, being under the influence of alcohol, the trade in and/or use of narcotics, theft, embezzlement, forgery, fraudulent acts and/or the commission of a violent crime;
- in the event that you breach safety and/or environmental regulations;
- in case you perform work elsewhere during your sick leave from Vacumetal without Vacumetal's permission, whether paid or unpaid.

#### *Notice periods*

2.5.3 In the event of termination of the employment contract, both you and Vacumetal must observe the notice period.

The statutory notice period for an employment contract that, on the day of termination continued for:

- |   |          |
|---|----------|
| • less than 5 years:                          | 1 month  |
| • 5 years or longer, and less than 10 years:  | 2 months |
| • 10 years or longer, and less than 15 years: | 3 months |
| • 15 years or longer:                         | 4 months |

The statutory notice periods may be deviated from. In that case, the deviating agreements will be laid down in the employment contract.

The notice period commences on the first day of the next full calendar month following the date of termination.

#### *Return of Vacumetal property and documents*

2.5.4 In the event of suspension, incapacity for work and/or termination of employment, irrespective of how and why the employment is terminated, you shall, at Vacumetal's first request, return all Vacumetal property in your possession, as well as any third-party property provided to you by Vacumetal under your employment, to Vacumetal. This also applies to all documents that are in any way related to Vacumetal and/or its affiliated companies, its clients and other business relations, all this in the broadest sense of the word, as well as all copies of such documents (whether or not contained in data carriers).

## **2.6. Privacy**

2.6.1 Vacumetal shall inform you about the processing of your personal data by providing you with the privacy statement, which is included in our management information system.

- 2.6.2 You undertake to observe confidentiality with regard to all personal data you received from Vacumetal, its employees, its (potential) clients or business relations, or that you have collected yourself in the performance of your duties. All personal data are subject to a duty of confidentiality in respect of third parties, unless Vacumetal gave you explicit permission to provide the information to third parties or in case of a statutory obligation to provide the information to third parties. This duty of confidentiality continues to be in force even after the termination of the employment contract.
- 2.6.3 By signing the employment contract, you confirm that you are aware of Vacumetal's privacy policy and give your consent to the collection and processing of your personal data.

### **Data breaches**

- 2.6.4 If you are aware of a (potential) data breach, you must notify the Human Resources department within 24 hours. Employees are required to report the incident, relevant information, date/time, systems involved and any personal data. Attempting to resolve the issue by yourself without reporting it is expressly prohibited. A data breach is defined as any breach causing:

- Loss of personal data;
- Unlawful processing;
- Unauthorised access;
- Disclosure of personal data by third parties and/or systems

- 2.6.5 Examples of data breaches include:

- Loss of laptop, telephone, USB stick
- Sending an (unsecured) file containing personal data
- Unauthorised access to files, PC and/or laptop
- Breaches through phishing or malware
- Improper destruction or loss of paper files

- 2.6.6 Reports are recorded by Human Resources and assessed for their severity, risk and the need to report them to the personal data authority.

## **Chapter 3. Work and income**

*This chapter covers all the provisions relating to the determination of your salary: the classification of your job, the applicable minimum and maximum salaries, and the annual review method of your salary. In conclusion, this chapter explains how your salary and holiday allowance are paid.*

### **3.1. Classification of jobs**

#### *Jobs*

- 3.1.1. The jobs at Vacumetal are translated into a job description, which sets out the relevant aspects of the jobs.

#### *Classification*

- 3.1.2. The above classification is based on a definitive weighting using job profiles established and approved by the Management.

### **3.2 Determination of salary at the start of employment**

- 3.2.1 At the start of your employment, your salary will be determined in line with market conditions, with due allowance for your competencies<sup>3</sup> and the salary ratios at the department or at Vacumetal.
- 3.2.2 If you do not yet have the required competencies at the start of your employment and/or are employed by Vacumetal under a training programme, your salary may be set at a lower level within your job group. Or you may be appointed to a lower job group than the one that corresponds to your job group, with the agreement that once you have acquired the required competencies or completed your training and are performing well, you will be appointed to the job group and salary scale and grade that correspond to your position.

### **3.3 Salary review**

#### *Salary adjustment*

- 3.3.1 Vacumetal's Management may decide on a percentage adjustment to salaries with effect from 1 January of each year. Key principles in this regard are:

- Developments in the relevant labour market, including developments in wage setting, social security and other measures that affect labour relations in the Netherlands.
- The operating results, the economic situation of the relevant Vacumetal business unit(s) and the increase or decrease in labour productivity at the relevant Vacumetal business unit(s).

#### *Individual adjustment of your salary*

- 3.3.2 Your salary may be reviewed on 1 February of each year. Any salary increase you may receive will depend on a combination of the following factors:
- a. The individual assessment of your performance during the past year (see Article 4.1 of these staff regulations) and
  - b. Your salary position.

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<sup>3</sup> Competencies include skills and experience previously acquired.

The Management will make its assessment based on both aspects.

- 3.3.3 If your position changes from continuous shift work to day shift work, a payment arrangement can be made to phase out the irregular hours allowance.

### **3.4 Payment of salaries**

- 3.4.1 Your monthly salary will be paid to you before the end of the month in question into a bank or giro account designated by you. Vacumetal aims to make the payment around the 24<sup>th</sup> of each month.
- 3.4.2 No salary will be payable for the period when you deliberately fail to perform your work in breach of your obligations or act in breach of your reintegration obligations. If this is the case, you will be notified of this in writing, stating the reasons.

### **3.5 Holiday allowance**

- 3.5.1 You will receive a holiday allowance in addition to your monthly salary in May of every year. The holiday allowance amounts to 8% of the amount of the gross monthly salaries paid to you during the reference period and, if applicable, shift allowance and overtime.
- 3.5.2 The reference period for the holiday allowance runs from 1 May of the previous year to 30 April of the year in question.
- 3.5.3 If, at the time of payment of the holiday allowance, you have not yet completed a full 12-month period of employment with Vacumetal, your holiday allowance will be paid on a pro-rata basis.

### **3.6 Allowances and compensation for continuous shift work**

- 3.6.1 The applicable irregular hours allowance is calculated on the basis of the gross monthly salary and not on the holiday allowance.
- continuous shift work, 4 shifts 19%

## **Chapter 4. Work and development**

*This chapter covers provisions relating to your performance, your competencies, knowledge and skills and your development. Your performance is annually assessed and discussed with you, covering not only how you have performed, but also the training opportunities and your future career at Vacumetal. Job roles and the requirements for performing your job are subject to change. New methods, knowledge and skills need to be acquired.*

## **4.1 Annual progress interview and assessment**

- 4.1.1. You will regularly communicate with your direct supervisor about the performance of your work, your tasks and responsibilities, your work objectives and your development, both in relation to your current position and performance and to your possible future career opportunities.
- 4.1.2. You will have at least one assessment interview each year as part of the assessment system at Vacumetal. This interview focuses on your performance in the previous period, which will help determine any salary review from 1 February each year.
- 4.1.3. The assessment system is part of these staff regulations. The following basic principles apply to the assessment system:
- The performance interview will cover at least the following topics: safety, health and the environment; objectives in your position; the extent to which mutual agreements have been fulfilled; your knowledge, skills and competencies; training and your ambitions.
  - The criteria for your assessment must be related to the requirements of your position;
  - Your key tasks and objectives must be clearly defined;
  - The results of the annual performance interview are recorded in writing, including an overall final assessment of your performance.

## **4.2 Training**

- 4.2.1. You are expected to continuously maintain your knowledge and skills and, where necessary, improve and adapt them to the changing demands set on you by the organisation and the environment. It is in both your and Vacumetal's interest that you keep pace with current developments and anticipate future developments. Vacumetal will assist you in this.

### *Training required for your job*

- 4.2.2. Without prejudice to your own responsibility to initiate training, your direct supervisor will assist you in identifying and selecting training courses aimed at maintaining and improving your performance in your current position. Training required for the job takes place during working hours and is paid for by Vacumetal.

You are expected to commit the time and energy required for such training courses.

### *Other training courses*

- 4.2.3. If you wish to take a training course not specifically aimed at maintaining and improving your performance in your current position, however, the course is related to your further development and growth with a view to other positions at Vacumetal, you will receive, with Vacumetal's approval, a contribution towards the costs of this training if the following conditions are met:
- you must be employed by Vacumetal;
  - the course must, at the Management's discretion, be in the interests of Vacumetal;
  - the course must be taken at an educational or training institution recognised for the course;

- your performance in your current position must be satisfactory at the least;
- you have entered into a study agreement with Vacumetal.

4.2.4. The allowance for training courses required for your position and referred to in Article 4.2.3 of these Staff Regulations shall, with Vacumetal's approval, amount to:

- 100% of the costs of tuition fees and textbooks;
- 100% of the costs of examination and test fees;
- 100% of the actual travel expenses incurred based on second-class public transport or €0.23 per kilometre travelled.

4.2.5 The right to reimbursement of training costs only applies to the officially established duration of the course. Any repeats, delays and so on will be at your expense, unless Vacumetal believes this conflicts with reasonableness and fairness.

4.2.6. The contribution towards the costs received by you or reimbursed to you by Vacumetal for the purpose of taking a study course, must be paid back by you pursuant to Article 4.2.4 or 4.2.5 of these staff regulations, in the event that:

- you terminate the training prematurely; or
- you have not successfully completed the training within a reasonable period of time; or
- you terminate your employment contract with Vacumetal within two years after completion of the training (unless the training was part of a programme agreed between you and Vacumetal aimed at a position outside Vacumetal); or
- your employment contract is terminated by Vacumetal within two years after completion of the training programme due to compelling reasons or (serious) culpable acts or omissions.

4.2.7 The compensation to be repaid by you pursuant to Article 4.2.6 of these staff regulations amounts to:

- 100% of the costs paid by Vacumetal if your employment contract ends within 1 year after completion of the training;
- 50% of the costs paid by Vacumetal if your employment ends after 1 year and within 2 years after completion of the training;
- 100% of the costs paid by Vacumetal if you terminate the training prematurely (whether temporarily or permanently);
- 100% of the costs paid by Vacumetal if you do not successfully complete the training within a reasonable period of time.

## Chapter 5. Working hours and free time

*This chapter covers all the provisions relating to working hours: working hour schemes and rules relating to overtime.*

*This chapter also includes the holiday scheme: the number of holidays to which you are entitled, special leave and how holidays are to be taken.*

### 5.1 Working hours

*Working hours for day shifts*

5.1.1 The regular working hours for day shifts are 40 hours per week, 8 hours per day, excluding lunch breaks, unless differing agreements have been made in your

employment contract. Work is performed 5 days a week (Mondays to Fridays) between 7 am and 7 pm (regular working hours). In accordance with these staff regulations, overtime is the situation when the regular working hours per week are exceeded (see Article 5.2.1. of these staff regulations).

#### *Lunch break during day shift*

- 5.1.2 The standard lunch break for day shifts comprises half an hour. In consultation with your immediate supervisor, you can agree on a different length of lunch break; however, making a lunch-break agreement that is structurally shorter than half an hour is not permitted.

#### *Variable working hours and fixed schedule for day shifts*

- 5.1.3 Agreements must be made between you and your direct supervisor about your start time, the start time of your lunch and your end time.

If so required by the company's interests, your direct supervisor may decide that you will work according to a fixed schedule within the regular working hours. If this schedule applies to you and several colleagues, it will be determined in mutual consultation where possible. If no agreement can be reached, your direct supervisor will draw up a schedule in which the start and end times of the working hours are divided equally between you and your colleagues according to a rotation schedule.

Where the regular working hours per week are exceeded, this constitutes overtime in accordance with these staff regulations (see Article 5.1.1. of these staff regulations).

#### *Working hours for a continuous shift or a 4-shift service*

- 5.1.4 Employees are present for 8 hours per shift in a continuous shift. This period of presence includes an unpaid break of 40 minutes in total. The effective working time is therefore 7 hours and 20 minutes per shift. Breaks are not part of the working time and do not entitle employees to an earlier end to the working day. The schedule for the 4-shift service is included as Appendix 1 to these staff regulations. You must undertake to work according to this schedule. This schedule can only be deviated from with the express permission of the Management.

#### *End of work*

Your shift only ends when all work has been properly handed over to the next shift, however, not before the end of the shift.

## **5.2 Overtime and breaks**

- 5.2.1 If so required by business circumstances according to your direct supervisor, you may be asked to work overtime. Overtime is expressly voluntary and is limited to a maximum of 4 hours per working day.  
The total working week for employees comprises a maximum of 60 hours over 5 days.

Overtime only applies if your direct supervisor instructs you to work **more** than half an hour longer than usual, thereby exceeding your normal daily working hours (see Article 5.1.4 of these Staff Regulations).

- 5.2.2 When determining who is requested to work overtime and the duration of the overtime, your direct supervisor will allow for the mutual interests, while the overtime will be determined as much as possible in mutual consultation. The availability of employees who are willing to work overtime voluntarily will be allowed for in the determination. Overtime will never take place after a night shift.

Compensation for overtime is usually paid with the monthly salary following the month when the overtime was worked. Overtime is compensated in accordance with the hourly wage.

- 5.2.3 If your direct supervisor believes that business circumstances so require, you may be asked to work on days other than your regular working days. The employer will allow for the mutual interests, and scheduling on other days will be determined by mutual agreement where possible.

#### 5.2.4. Overtime and breaks

Overtime shall not exceed 4 hours per shift and shall not be structural. The total working time, including overtime, shall not exceed 12 hours.

The maximum working time per week comprises 60 hours, with due allowance for the statutory maximum average working time over the applicable reference periods.

A minimum break of 11 consecutive hours applies between two shifts each day. Each week, you are entitled to a break of at least 36 consecutive hours per 7-day period, or at least 72 consecutive hours break time spread over 2 consecutive weeks.

Overtime is basically not permitted immediately after a night shift.

All working hours and overtime hours are recorded. The employer actively monitors compliance. Overtime only takes place where possible if the staff planning has been adjusted accordingly and this complies with the Working Hours Act.

If it has been established that the maximum overtime hours of 4 hours per shift and/or the breaks are exceeded, the employer will take measures in accordance with the sanctions policy in Article 2.2.11.

### **5.3 *Accrual of holiday entitlement***

- 5.3.1 You will accrue holiday entitlement during the calendar year (1 January to 31 December). You will be entitled to 24 days of holiday per calendar year based on full-time employment. If you work part-time, your holiday entitlement will be calculated on a pro-rata basis.

If your employment with Vacumetal starts or ends during a calendar year, your number of holidays for that calendar year will be accrued in proportion to the duration or extent of your employment in that year.

The following applies with regard to rounding up or down:

- half a month of employment or longer is rounded up to a full month, while less than half a month does not entitle you to any holiday entitlement;

- the result of multiplying the number of holidays by the number of full months of employment and/or the percentage of part-time work divided by 12 is rounded to half or whole holidays.

5.3.2 In accordance with the provisions of Book 7, Sections 634 and 635 of the Civil Code, you do not accrue any holiday entitlement for periods when you are not entitled to any salary, because you are not performing work for reasons other than illness and/or incapacity for work.

In the event of (partial) incapacity for work, holiday entitlement will be accrued in full and whole days will also be deducted when taking holiday leave. If you are (partially) incapacitated for work and want to go on holidays, you will need permission from the company doctor to determine that going on holidays will not impede or delay your recovery. Generally recognised public holidays are not compensated in the event of illness or (partial) incapacity for work.

5.3.3 The following days are considered recognised public holidays:

- New Year's Day
- Easter Monday
- Ascension Day
- Whit Monday
- Christmas Day
- Boxing Day
- National Public Holiday (King's Day, 27 April)
- Liberation Day 5 May, once every 5 years starting from 1990.

## **5.4 Taking holiday leave**

5.4.1 You must request holiday leave as early as possible through the ADP app, to make sure that a decision on this can be made after careful consideration of both your interests and those of Vacumetal. Only requests made through the ADP app shall be processed.

5.4.2 At the start of the year in question, the Management will announce any company closures. Employees must take their leave hours during such closure days. Deviation from this can only be decided by the Management in individual cases.

5.4.3 Holidays must basically be taken in whole or half days. Where applicable, you may take holidays in hours with your direct supervisor's written permission. Once a year, you are entitled to a continuous holiday of 14 calendar days. Any deviations from this must be requested from the Management well in advance. Your request will only be assessed by the Management and you will be informed in writing.

## **5.5 Leave for special events and circumstances**

*Special leave with continued pay of salary as referred to in the Work and Care Act*

5.5.1 You can take leave as referred to in the Work and Care Act (Dutch: WAZO) if you attend the event in question.

The WAZO comprises a number of leave schemes, which are briefly described below. In the event of any changes to the statutory schemes, the new wording of the Act will

take precedence over the brief description given below. You should therefore always consult the wording of this Act or the HR department if you wish to know the most up-to-date schemes.

- Emergency situations and other short-term leave:

Leave, which needs to be as short as possible, in order to take the first few necessary measures in unforeseen situations and other situations mentioned in Book 4, Section 1 WAZO, which cannot be postponed. This leave involves 100% pay. The duration of the leave depends on the cause and continues from a few hours up to 1 day. Employees must provide evidence and explain the type of the emergency.

- Short-term care leave:

In the event of a plausible need for you to provide care to a close relative (see Book 5, Section 1 WAZO), you can take up to twice the number of working hours per week for each consecutive period of 12 months. During short-term care leave, you are entitled to 70% of your salary. This leave must be requested from your employer as soon as possible, explaining the type of leave and evidence must be provided.

- Long-term care leave:

In the event of a plausible need for you to provide care to a close relative (see Book 5, Section 9 WAZO), you can determine, in consultation with your direct supervisor, in which period you wish to take long-term care leave each year. This will be unpaid leave. This leave may not exceed six times the number of hours worked per week in any period of twelve consecutive months. This leave must be requested as soon as possible, stating the type of leave and evidence must be provided.

- Maternity and childbirth leave:

You can take maternity leave with full pay from 4 to 6 weeks before the expected date of delivery until the day of delivery. Maternity leave can be taken 10 to 12 weeks from the date of delivery. From the 6<sup>th</sup> week onwards, the remaining maternity leave can be taken spread over 30 weeks, in consultation with your direct supervisor. Maternity leave and pregnancy leave together continue for a total of (at least) sixteen weeks. This is paid leave.

- Birth leave:

You are entitled to one week of birth leave with full pay when your (registered) partner with whom you live gives birth. This is paid leave. The leave must be taken within 4 weeks after the birth.

In addition, you are entitled to take up to nine times the number of hours you work per week as supplementary birth leave without pay during the first year of your child's life. During this leave, you are entitled to a benefit of 70% of your salary from the UWV. This leave must be taken within six months after the birth.

- Parental leave:

You must notify your direct supervisor of your intention to take parental leave at least two months in advance.

In consultation with your direct supervisor, you will determine how you wish to take leave of up to twenty-six times your weekly working hours in accordance with Article 6 of the WAZO until the child reaches the age of 8. This is unpaid leave. For nine weeks, you will, however, be entitled to a benefit from the UWV amounting to 70% of your salary.

- Adoption or foster care leave:

Six weeks of adoption/foster care leave can be taken within a period of 26 weeks for the adoption of a child or for taking a foster child into the family.

This is unpaid leave. During this leave, you are entitled to a benefit which you can apply for from the UWV through Vacumetal. The UWV will pay the benefit to you in accordance with the normal salary payment.

In addition to the WAZO, you will also be entitled to special leave for the following reasons:

- one day or one shift for the issue of your intended marriage and one day or one shift for your wedding or registered partnership;
- one day or one shift for the wedding or registered partnership of your child, foster child, grandchild, brother, sister, parent and parent-in-law, brother-in-law and sister-in-law;
- from the day of death up to and including the day of the funeral/cremation in the event of the death of your spouse or (registered) partner or of a child or foster child living at home, a child or foster child living away from home, your parents or your parents-in-law;
- for one day or one service at the funeral of your partner, parent, child, brother, sister, grandparent, grandchild, housemate, uncle, aunt, cousin, niece, parent-in-law, brother-in-law, sister-in-law and your partner's child, grandparent and grandchild.

In all cases, unless this is impossible, you must inform your direct supervisor well in advance of your absence and, in any case, request written permission from your direct supervisor to take the leave in question. Vacumetal may require you to provide supporting documents. If it is found that you have abused your right to special leave, your salary will not be paid.

5.5.2 In the foreseeable situations listed below, you are entitled to paid leave if you attend the event in question:

- for two days or two shifts **exclusively** in the event of relocation at the request of Vacumetal.

In all cases, you must inform your direct supervisor well in advance of your absence and your direct supervisor must give you written permission to take the leave in question.

Vacumetal may require you to provide supporting documents. If it transpires that you have abused your right to special leave, your salary will not be paid.

## **Chapter 6. Work and social security**

*This chapter covers several important topics that are particularly relevant if you are unable to work. What should you do if you fall ill, how will your salary continue to be paid and what are the consequences for your income if you return to work full-time or part-time?*

*It also explains what happens to your income if you become permanently incapacitated for work. Many rules about what happens in the event of illness and incapacity for work are laid down in legislation, such as the Sickness Benefits Act, the Continued Payment of Wages in the Event of Sickness Act, and the Work and Income (Capacity for Work) Act (WIA), which includes the IVA and WGA. This makes this topic particularly complex yet it covers an important subject.*

### **6.1 What to do in the event of sickness and incapacity for work**

#### **6.1.1. Occupational health and safety service**

Vacumetal is affiliated with the Richting Occupational Health and Safety Service and is assisted by case manager Ms A. Erkelens.

If you have any questions about absenteeism prevention, psychosocial workload or sustainable employability, you can contact her without your employer's permission on: 076-5230103.

Vacumetal will only be informed by the case manager once this is necessary for the purposes of the Eligibility for Permanent Incapacity Benefit (Restrictions) Act.

#### **6.1.2 Reporting sick to your direct supervisor**

If you are unable to work due to illness, accident or other medical reasons, you must report this to your direct supervisor in person or by telephone as soon as possible, but no later than one hour before the start of working hours, stating the reasons. If your direct supervisor is unavailable, please contact the HR department by telephone. If you are abroad when you become incapacitated for work, you must report this to Vacumetal on your first day of illness. Immediately after returning home, you must submit a statement from the attending physician or the supervisory authority to Vacumetal, clearly stating the first day of illness and the reason for your incapacity for work.

#### **6.1.3 Residence or nursing address**

When reporting sick, you must also provide your place of residence or nursing address and contact details if these differ from your home address. If you move to another place of residence or nursing address during your illness or incapacity for work, you must notify your direct supervisor immediately.

#### **6.1.4 Other rules during illness and incapacity for work – absenteeism procedure**

During your illness and incapacity for work, you must make sure that your conduct will not impede your recovery.

More detailed rules of conduct on how to act in the event of illness and incapacity for work, on reporting recovery and resumption of work, as well as information on the tasks and responsibilities of the various officials and services that may be relevant factors during your illness or incapacity for work are included in the absenteeism procedure. You undertake to comply with the rules included in the absenteeism procedure.

*Active cooperation to your reintegration*

- 6.1.5 From the first day of your incapacity for work, you must undertake to actively cooperate to your reintegration.

If you perform ancillary activities for yourself or for an employer other than Vacumetal, you must, when reporting sick, also report whether you are fully or partially incapacitated for work with regard to these ancillary activities as well. Vacumetal may, with or without consultation with the company doctor, temporarily withdraw permission to perform ancillary activities during the period of incapacity for work.

From the moment you are able to resume your own work in whole or in part, or are able to perform other adapted work, you must report this to your direct supervisor.

- 6.1.6 *Leaving employment while sick*

If you fall ill within four weeks after the end of your employment contract and are not working for another employer or receiving unemployment benefits at that time, you must immediately report sick to Vacumetal and let Vacumetal know whether you already have another employer or are receiving benefits. If you are ill at the time when the employment contract ends or meet the conditions set out in the previous sentence, you must:

- a) respond to a call from Vacumetal's company doctor and/or occupational expert;
- b) provide Vacumetal with all relevant information that Vacumetal is required to provide to the UWV (Employee Insurance Schemes Implementation Agency) under the Sickness Benefits Act or the Work and Income (Capacity for Work) Act (WIA);
- c) comply with all obligations arising from the Sickness Benefits Act and the WIA;
- d) cooperate to any reintegration programme, trial placement or any other measure offered on behalf of Vacumetal that may promote your recovery; and
- e) apply for an (early) IVA benefit if and as soon as the company doctor or occupational expert believes this applies to you.

The obligations referred to in a.) to e.) above remain effective as long as you remain incapacitated for work and receive sickness benefits or WGA benefits. Once you have fully recovered, these obligations will cease, unless you become incapacitated for work again within four weeks of reporting your recovery. If you breach the provisions of this paragraph, you will owe Vacumetal a penalty, payable on demand, of EUR 2,500 for each breach, as well as EUR 500 for each day that the breach continues. The penalty will be payable by virtue of the mere fact of the breach or non-compliance, however, it will not affect **Vacumetal's right to demand compliance or its right or choice to claim full compensation**. This penalty is payable directly to Vacumetal and shall be for its benefit. This expressly deviates from the provisions of Book 7, Section 650(3) and (5) of the Civil Code.

- 6.1.7 *Social security benefits*

At all times, prior to and during the employment contract, you must notify Vacumetal in writing whether you receive social security benefits, including, but not limited to,

unemployment benefits, WGA benefits, WIA benefits, ZW (Health Act) benefits, or other benefits.

## 6.2 Continued payment of salary during the 1<sup>st</sup> and 2<sup>nd</sup> year of sickness and/or incapacity for work

### *Continued payment of salary during the 1<sup>st</sup> and 2<sup>nd</sup> years of incapacity for work*

- 6.2.1 If you are unable to work due to illness, pregnancy, childbirth, an accident or other medical reasons, your monthly salary will be partially continued in accordance with the schedule in Article 6.2.2 of these staff regulations for a maximum period of 104 weeks, yet no later than by the end of your employment (if this ends earlier by operation of law). If your monthly income is lower than the statutory minimum wage, the employer will adjust your wage to the statutory minimum wage. For the purposes of this article, consecutive periods of incapacity for work at intervals of less than four weeks will be added together.

*Amount of continued payment during the 1<sup>st</sup> and 2<sup>nd</sup> year of full or partial incapacity for work (schedule A)*

- 6.2.2 Your salary will continue to be paid in accordance with the schedule below

<i>Schedule A</i>	During the first 52 weeks	From week 52 to week 104
Amount of continued payment as a percentage of the monthly salary during full or partial incapacity for work	85%	85%

- 6.2.3 If and to the extent that you are entitled to benefits under the Sickness Benefits Act, the Wage Continuation (Extension) Act or the WIA, the amount of these benefits will be deducted from the continued payment of the monthly salary determined in accordance with Article 6.2.4 of these Staff Regulations.

### *Suspension, reduction or termination of salary and/or supplement payments*

- 6.2.4 In the event that you impede your recovery, fail to cooperate with your reintegration or otherwise fail to comply with the rules during illness and/or incapacity for work, this may result in suspension, reduction or complete cessation of the continued payment of the salary determined in accordance with Article 6.2.2 of these Staff Regulations. This may also be a reason to terminate the employment contract.

- 6.2.5 *No-sickness bonus*

*Employees are only entitled to the additional leave days referred to in this article if they have not reported sick for an uninterrupted period of six (6) months. Reporting sick refers to any report of incapacity for work, irrespective of its duration.*

*For each consecutive period of six (6) months without reporting sick, one (1) additional day of leave will be granted, with a maximum of two additional days of leave per year.*

The assessment takes place on 30 June of any year and on 31 December of any year.

### **6.3 Reintegration: adapted work, internal or external redeployment**

#### *Reintegration efforts*

6.3.1 If you are unable to perform your own work due to illness or incapacity for work, the efforts of both yourself and Vacumetal should be primarily focused on your recovery. Vacumetal has a thorough and up-to-date absenteeism policy. It is in both your and Vacumetal's interests to ensure that your return to work is as smooth and successful as possible.

Vacumetal and its employees undertake to comply with the legislation on incapacity for work and reintegration. Both you and Vacumetal must take responsibility for all reintegration activities.

You will at some point be reintegrated into the work process as part of your recovery, depending on the type and duration of your incapacity for work and the assessment of your capabilities.

If you fall ill and are ultimately declared partially fit for work, Vacumetal will endeavour to ensure that you can continue to utilise your earning capacity within or outside the company. This may involve (partial) resumption of your own work, or reintegration into another position or with a different set of tasks.

Like your recovery, reintegration requires effort from both you and Vacumetal. Depending on the specific situation, Vacumetal may make use of the services of various expert institutions and services.<sup>4</sup>

If successful reintegration within the company is not possible or only possible to a limited extent due to the job requirements, workload, your specific limitations or the work organisation, a reintegration process outside the company may be started.

#### *Reintegration into your own job*

6.3.2 In the event of short-term incapacity for work and/or if a full recovery is anticipated, the reintegration efforts will primarily focus on your own job. Whether or not through temporarily adapted work (which does not necessarily have to be your own work) or adapted working hours, the ultimate goal of reintegration is to enable you to fully perform your own job again.

#### *Reintegration into your own job as well as towards other suitable options*

6.3.3 In the event of long-term incapacity for work and/or if full recovery is not certain, the reintegration efforts will not only focus on your own job, yet also on other jobs within Vacumetal that may be suitable based on an assessment of your eventual capabilities.

Reintegration aimed at redeployment within Vacumetal may involve temporarily adapted work (which does not necessarily have to be your own work) or adapted working hours.

#### *Reintegration towards another suitable position*

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<sup>4</sup> This will typically be an occupational health and safety service (which employs various experts, such as a company doctor, ergonomist, etc.).

If you are not expected to make a full recovery, the reintegration efforts will focus on positions that may be suitable based on an assessment of your capabilities. This will involve looking at positions at Vacumetal as well as at opportunities outside Vacumetal. Reintegration aimed at external redeployment may involve the use of the services of an external outplacement agency.

#### *Individual measures*

6.3.4 The options referred to in Articles 6.3.2 to 6.3.5 of these staff regulations represent the three main directions of the reintegration efforts:

- Reintegration efforts aimed at the employee's own position;
- Reintegration efforts focused on suitable internal redeployment;
- Reintegration efforts focused on a suitable external redeployment. The type and duration of your incapacity for work, the availability of suitable redeployment opportunities at Vacumetal and your individual wishes and circumstances often require individual measures in order to achieve successful reintegration and/or redeployment.

Within six weeks after sick leave, Vacumetal will draw up an individual reintegration plan, which will serve as the basis for all reintegration efforts with the possibility of a combination of the three main approaches stated above.

In the case of internal redeployment, the possibilities of redeployment in existing positions within Vacumetal will be investigated, and also whether and the extent to which a modified position can be created for you will be investigated. If you are reassigned to a modified position, this position will be classified in a job group in accordance with the provisions of Article 3.1 of these staff regulations.

#### *Guarantees for external reintegration*

6.3.5 In case you should be reintegrated externally, the aim is to secure permanent employment with this external organisation. Should this permanent employment not be offered to you, or not immediately, external reintegration may take place based on temporary employment or based on secondment by Vacumetal. Such secondment is temporary and can continue for no more than one year. The secondment will end in any case as soon as a permanent employment contract is agreed with you.

In the event of external reintegration, your salary will be supplemented by Vacumetal to the level specified in Schedule A in Article 6.2.2 of these staff regulations. If the external reintegration process is unsuccessful while you are not responsible for its failure, Vacumetal will offer you guidance for a second attempt at external reintegration for a period of one year.

#### *Amount of continued payment after completion of the reintegration process*

6.3.6. If, after completion of your reintegration programme, you resume your work in a different or adapted position, the salary paid will be an amount that is associated with your new position and your work schedule. The salary will in that case be supplemented in the relevant periods to the level specified in Schedule A in Article 6.2.2 of these staff regulations.

## 6.4 Other provisions

- Continued payment of salary and/or supplement in case a sanction is imposed on Vacumetal*
- 6.41 If, after the statutory obligation to continue paying wages has expired, the WGA or IVA benefit commences at a later date pursuant to a sanction imposed on Vacumetal by the UWV, Vacumetal will supplement your monthly income, including all other income, up to the latter percentage of the original monthly salary laid down in Schedule A in Article 6.2.3. of these staff regulations.

- Suspension, reduction or termination of salary payment and/or supplement*
- 6.4.2 If you fail to comply with the regulations of Vacumetal or the implementing body (including the Occupational Health and Safety Service, the UWV or a reintegration company), Vacumetal may decide to refuse or terminate the continued payment laid down in Schedule A in Article 6.3.2 of these staff regulations. Before proceeding to this measure, Vacumetal will hear your side of the story. Your arguments will be included in Vacumetal's decision in accordance with the principles of reasonableness and fairness.

## 6.5 WIA / WGA – gap insurance<sup>5</sup>

Vacumetal has taken out a WIA/WGA gap insurance through a collective Vacumetal contract. The premium is payable by you and will be deducted from your monthly salary by Vacumetal and paid to the insurer. The policy conditions can be consulted in LeanBMS.

## 6.6 Other terms of employment during sickness and/or incapacity for work

### *Holiday leave*

In accordance with the provisions of Article 5.3.3. of these staff regulations, you will accrue full holiday entitlement if you are unable to work due to sickness and/or incapacity for work.

- 6.6.1 Taking holiday leave during sickness and/or incapacity for work is only permitted with prior written permission from Vacumetal and/or the occupational health and safety service designated by Vacumetal. You agree that the holiday leave taken will normally be deducted from your holiday leave entitlement.

### *Travel expenses*

- 6.6.2 If you receive a fixed allowance for the cost of commuting and are completely incapacitated for work, this fixed allowance will be discontinued. Only the actual travel expenses incurred will be reimbursed. If you return to work, either full-time or part-time, payment of the allowance for commuting costs will resume on the 1<sup>st</sup> of the month immediately following your return to work.

See also Article 7.1.3. of these staff regulations.

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<sup>5</sup> An insurance that covers a gap in income resulting from long-term incapacity for work

## **6.7 Pension**

- 6.7.1 Upon commencement of employment, Vacumetal will register you as a participant in the pension schemes taken out by Vacumetal.

## **Chapter 7. Specific schemes**

### **7.1 Contribution towards the costs of commuting**

- 7.1.1 Unless transport is organised by or on behalf of Vacumetal, you will receive a contribution towards the costs of commuting.
- 7.1.2 A monthly travel allowance starting at 10 kilometres, based on the number of kilometres travelled between home and work, up to a maximum of 50 kilometres round trip per day; this is based on the shortest route from address to address based on the ANWB route planner, which means an allowance calculated over a calendar year, paid in 12 monthly periods. You will receive a tax-free allowance of €0.23 per kilometre for the cost of commuting, as long as this is permitted by the tax rules.

The mileage allowances may be revised by the Management.

- 7.1.3. If you receive a contribution towards the costs of commuting and, as a result of incapacity for work, suspension, dismissal or other reasons, you are not commuting, the travel allowance will not be payable. Vacumetal will only reimburse the actual travel expenses incurred for commuting, up to a maximum of 50 kilometres per day.

### **7.2 Company vehicles and internal means of transport**

- 7.2.1. Company vehicles are only provided for use with the express permission of the Management.
- 7.2.2. Internal means of transport may only be used by certified employees.

### **7.3 Other specific regulations**

#### *Smoking*

- 7.3.1 Smoking at Vacumetal is only permitted in the smoking area designated by the Management. Smoking is not permitted during working hours.

#### *Weapons*

- 7.3.2 Carrying and/or using any weapon is strictly prohibited in all situations. Violations will be reported immediately to the authorities and will be considered grounds for immediate dismissal.

*Telephone use*

7.3.3 Making private calls using the company telephone is not allowed.

Personal mobile phones are not permitted in the production area and must be stored in lockers before the start of the shift. Only the Management shall decide to deviate from this provision.

7.3.4 *Expenses*

Vacumetal will reimburse expenses that are reasonably related to the position and work, provided that these have been approved in advance by the manager, the appropriate expense claim form has been completed and a receipt or invoice has been submitted. These expenses will be reimbursed on the basis of expense claims, however, the amount will never be higher than the tax-free allowance.

## **Chapter 8 Final provisions**

### **8.1 Hardship clause**

If strict application of the provisions of these staff regulations in individual cases should cause a situation that is to be considered unreasonable based on individual circumstances, Vacumetal will be at liberty to deviate from the provisions in the staff regulations in a way that will be to your benefit.

### **8.2 Changes**

In ambitious companies such as Vacumetal, situations may arise that have not occurred before. Adjustments to the policy described in the staff regulations may in such cases be desirable. Vacumetal therefore reserves the right to amend or remove regulations, for example if statutory requirements give rise to do so.

If any changes are made, they will also be published on the monitors in the company canteen and by email.

## **Appendix 1 Pertaining to Article 5.1.4 of these Staff Regulations**

4-shift schedule Vacumetal (example)

Early shift = 7 am to 3 pm

Evening = 3 pm - 11 pm

Night = 11 pm - 7 am

Break guideline in consultation with the Operator/Supervisor:

After approx. 2 hours of work: 10 minutes

After approx. 4 hours of work: 20 minutes

After approx. 6 hours of work: 10 minutes

4-ploeg system

	Ma.	Di.	Wo.	Do.	Fr.	Za.	Zo.	Ma.	Di.	Wo.	Do.	Fr.	Za.	Zo.	Ma.	Di.	Wo.	Do.	Fr.	Za.	Zo.	Ma.	Di.	Wo.	Do.	Fr.	Za.	Zo.
Team 1	O	O	O	O	X	N	N	N	N	X	X	O	O	O	M	X	M	M	M	M	M	X	M	N	N	N	X	X
Team 2	N	N	X	X	O	O	O	M	X	M	M	M	M	M	X	M	N	N	N	X	X	O	O	O	O	X	N	N
Team 3	M	X	M	M	M	M	M	X	M	N	N	N	X	X	O	O	O	O	X	N	N	N	N	X	X	O	O	O
Team 4	X	M	N	N	N	X	X	O	O	O	O	X	N	N	N	N	X	X	O	O	O	M	X	M	M	M	M	M

All new employees working according to the above schedule will be informed of the team and their corresponding schedule no later than 28 days before the start of their employment. The above schedule has a 4-week cycle that repeats continuously.

**Appendix 2 Pertaining to Article 3.1.2. of these Staff Regulations**

Job group	Positions
H	Managing Director
G	Head of Sales, Production Specialist, Financial Controller
F	Team Leader CX, QHSE Manager, Tech. Project Manager, Account Manager, Production Leader
E	Maintenance Engineer, Technical & Development Engineer, Accounting Employee, Supervisor, HR Assistant, CX Officer, Quality Coordinator Assistant Production Leader, Maintenance Engineer
D	Senior Operator
C	Operator, Sampling Employee, 3D printer operator, Quality employee
B	Student Operator, Logistics Employee,
A	Facility Employee, Production Employee, Adapter Employee