

## **Stichting Randstad Optiefonds**

### Master Share Purchase Plan

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The following represents the share purchase plan (hereinafter referred to as the "**Plan**" and as defined below) of SRO which consists of this master share purchase plan, as applicable from time to time, and its addenda, as to be issued from time to time.

## **Article 1 Definitions**

The following words and expressions have the following meanings for the purposes of the Plan:

**"Administrator"** means SRO or any party acting on its behalf as the case may be.

**"Affiliated Company"** means a company in which Randstad directly or indirectly owns more than 50% of the shares of stock or other capital interest, or, upon a decision of the Executive Board, any other company in which Randstad has an interest.

**"Allocate"** means allocating Shares which are subsequently administered and held in tOption for a Participant. The Shares are held by SRO on behalf of the Participant.

**"Annual Salary"** for any Employee for any Saving Period means the gross monthly salary of such Employee derived from a Company (excluding bonus payments, allowances, emoluments and fringe benefits) as of the start of a Saving Period, multiplied by 12 or more than 12 if the gross monthly salary is paid in more instalments (e.g. 13, 14, etc.).

**"Average of the Opening and Closing Price"** means the opening price on Euronext plus the closing price on Euronext of the same Trading Day divided by two.

**"Business Day"** means any day other than a Saturday, Sunday, a public holiday in the Netherlands and any day on which banks are authorized or required by law to close in the Netherlands.

**"Change of Control"** means, any of the following events, if the Administrator determines such event qualifies as a Change of Control for purposes of the Plan, with respect to Randstad or any of the Affiliated Companies:

- (i) any merger or consolidation of Randstad or such Affiliated Company with or into any other Person, or any share purchase or sale, reorganization, recapitalization, or other transaction or series of related transactions, if, immediately after giving effect to such merger, consolidation, stock purchase or sale, reorganization, recapitalization, or other transaction or transactions, any Person, or group of Persons under common control, not controlling Randstad or such Affiliated Company, acquires control of Randstad or such Affiliated Company or of its transferee(s) or surviving Persons; or
- (ii) any sale, transfer or other conveyance, whether direct or indirect, of all or substantially all of the assets of Randstad or such Affiliated Company, on a consolidated basis, in one transaction or a series of related transactions.

**"Company"** means Randstad and/or an Affiliated Company as the context may require.

**"Dividend Amount"** means the amount equal to the total number of (Fractional) Shares administered in the name of a (Former) Participant times the dividend per Share net after deduction of the appropriate dividend withholding tax.

**"Effective Date"** means the date on which this Plan enters into force, being November 1, 2024.

**"Employee"** means, except as provided below/on any addenda hereto, any individual who is employed by the Company for a minimum period of at least 6 months. "Employee" shall not include: (i) an individual classified, under any Company's customary worker classification

procedures (whether or not such individual is actually an employee), as an independent contractor, a leased employee, a payrollee, or an employee (whatever his or her formal title or status), who performs services for the Company's clients; or (ii) any individual who is employed by a franchisee of the Company, regardless of whether he is classified as a Company "asset" or any similar classification.

**"Euronext"** means the regulated stock exchange of Amsterdam (the Netherlands), which is part of Euronext N.V. or its legal successor(s).

**"Executive Board"** means the board of directors of Randstad.

**"Former Participant"** means a Participant whose employment with Company has ended.

**"Fractional Share"** means such non-listed part of a Share as administered and calculated by Administrator.

**"Money Account"** means a non-interest bearing financial account maintained by Administrator in tOption in which the financial transactions of a Participant are recorded, in EURO.

**"Open Period"** means the period of four weeks following the first publication of the quarterly results, semi-annual results or annual results of Randstad.

**"Participant"** means an Employee who is participating in this Plan.

**"Person"** means any individual, partnership, limited liability company, firm, corporation, company, association, trust, unincorporated organization or other (legal) entity.

**"Personal Bank Account"** means the personal bank account number of the (Former) Participant registered in tOption or, at the Administrator's sole election, the bank account number of the (Former) Participant on which the (Former) Participant most recently received its income from employment with the Company.

**"Plan"** means these plan rules, addenda and any other communications and statements made by or on behalf of SRO from time to time with respect to facilitating the savings for and purchase of Shares.

**"Purchase"** means Shares being purchased and paid for by a Participant, to be subsequently Allocated by Administrator to such Participant.

**"Purchase Date"** means the date on which Shares are Purchased for the Participant as per the terms of this Plan.

**"Purchase Price"** means the price per Share as set out in Article 5.1.

**"Randstad"** means Randstad N.V., a public limited liability company, incorporated in the Netherlands, with its statutory seat at Amsterdam, and its offices at 1112 TC Diemen, Diemermere 25, registered under chamber of commerce number 33216172.

**"Saving Period"** any period of six months starting on either May 1 or November 1 of a calendar year during which a Participant saves a percentage from his Annual Salary in accordance with the terms of this Plan.

**"Savings"** means the amount as saved by a Participant during a six-month period under this Plan, which amount is transferred to SRO and booked in EURO on the Money Account of Participant.

**"Shares"** means the ordinary shares in the capital of Randstad as listed on Euronext.

**"Six Months Blocked Period"** means the period of six months following the conditional grant of an SRO Top-Up.

**"SRO"** means Stichting Randstad Optiefonds, a foundation (*stichting*) incorporated under the laws of the Netherlands with its statutory seat in Amsterdam, the Netherlands.

**"SRO Top-Up"** means the amount granted by SRO to a Participant after the Participant has completed a Saving Period and which is calculated as a percentage of the Savings in EURO, such percentage being determined by SRO with respect to each two upcoming six-month cycles at its sole and unfettered discretion and announced by SRO in or around February of each year.

**"tOption"** means the website which gives access to the (Former) Participant's personal online Share -, Fractional Share - and Money Account.

**"Trading Day"** means a calendar day on which Euronext is open for trade.

Any reference in this Plan to gender shall include all genders, and words only imparting the singular number shall include the plural and vice versa.

## **Article 2 Savings**

- 2.1 For as long as SRO decides to continue this Plan, SRO, independently from Randstad and any Affiliated Company, offers to all Employees the optionality to participate in this Plan at the start of a Saving Period, provided that the Company has enrolled the Plan in the country of formal employment. The Employee can only participate if and insofar as he actually receives income from employment with the Company in the Saving Period. SRO grants to each Employee who has become a Participant for a Saving Period the right to Purchase Shares on the Purchase Date following and relating to that Saving Period. The maximum amount that can be saved by a Participant, determined on an annual basis, shall be equal to 5% of the Annual Salary of such Participant. The maximum percentage per Saving Period will be calculated pro rata per Saving Period.
- 2.2 Each Participant may save a percentage with a view to Purchase Shares, up to the amount set forth in Article 2.1, through fixed deductions from periodic net salary or as otherwise designated by the employing Company, such as by way of bank transfer. To participate in the Plan during any Saving Period, an Employee must sign up to start saving a certain percentage of his Annual Salary with the view and possibility to Purchase Shares, in a form and manner provided by the Company and before a date determined by the Company.
- 2.3 No interest will accrue on any amounts saved by a Participant. No interest will either accrue on any amounts on the Participant's Money Account.
- 2.4 At any time, but not later than the close of business on the last Business Day of a Saving Period (or such earlier date as the Company may establish by notice to Participants), each Participant will have the right, by giving notice to the Company in such form as the Company shall provide, to stop participating in this Plan as from the next Saving Period.

A determination by a Participant to stop saving for the next Saving Period will be irrevocable. Employees may restart participation in the Plan only at the beginning of a subsequent Saving Period.

2.5 After the Saving Period, SRO shall administer the Savings in the name of the Participant and the Savings will be deposited into the Participant's Money Account in tOption and the Participant may decide within a certain time frame to be announced by the Administrator to use the Savings as follows:

- (i) to Purchase and so be Allocated (Fractional) Shares to be added to the Participant's Share account in tOption;
- (ii) to have the Savings transferred to the Participant's Personal Bank Account; or
- (iii) to leave the Savings on the Participant's Money Account in tOption for a maximum period of twelve (12) months.

If the Participant makes no (timely) decision, option (i) shall automatically apply.

If the Participant chooses option (iii), the relevant amount on the Money Account in tOption will, in principle, be used to Purchase (Fractional) Shares at the Purchase Date following the end of the next Saving Period, unless the Participant then again chooses for option (iii), in that case for a maximum remaining period of six months (i.e. twelve (12) months minus six (6) months).

Purchase of (Fractional) Shares against the Purchase Price related to such Saving Period shall occur provided that the Participant is still employed by the Company at the Purchase Date. If the Savings divided by the Purchase Price does not result in an integer number of Shares, any remainder shall be applied for Fractional Shares.

2.6 All (Fractional) Shares Allocated under Article 2.5 will be administered by Administrator on behalf of a (Former) Participant until their sale in accordance with Articles 6.2 or 7. Promptly after the Purchase of (Fractional) Shares on behalf of a Participant, Administrator shall notify such Participant of the number of (Fractional) Shares Allocated on his behalf and the Purchase Price.

2.7 Purchase and Allocation of the (Fractional) Shares shall entitle the (Former) Participant to the dividend distributed on the (Fractional) Shares.

2.8 SRO will hold the (Fractional) Shares on behalf of the Participant. The voting rights attached to the Shares remain with SRO. The Participant is only entitled to the economic benefit of (Fractional) Shares in accordance with the terms of the Plan.

### **Article 3 SRO Top-Up**

3.1 Upon receipt by SRO of the aggregate Savings at the end of the Saving Period, SRO will grant the Participant the SRO Top-Up and transfers this amount to the Money Account of the Participant. This SRO Top-Up is blocked for a period of six months immediately following the end of such Saving Period. If on the last day of the Six Months Blocked Period (30 April or 31 October), the respective Participant is still employed by the Company, the SRO Top-Up will be deblocked, irrespective of whether or not the Employee has Purchased Shares with such Savings, and the Participant may decide within a certain time frame to be announced by the Administrator to use the SRO Top-Up as follows:

- (i) to Purchase and so be Allocated (Fractional) Shares to be added to the Participant's Share account in tOption.
- (ii) to transfer the SRO Top-Up amount to the Participant's Personal Bank Account; or
- (iii) to leave the SRO Top-Up amount on the Participant's Money Account in tOption for a maximum period of 12 months.

If the Participant makes no (timely) decision, option (iii) shall automatically apply.

#### **Article 4 Dividend**

- 4.1 In the event that a dividend is paid by Randstad on the Shares held by SRO for the (Former) Participant, SRO will separate and administer the Dividend Amount in the name of (Former) Participant.
- 4.2 As soon as the Administrator administers the Dividend Amount in the name of Participant, the Dividend Amount will be deposited into the Participant's Money Account in tOption and the Participant may decide within a certain time frame to be announced by the Administrator to use the Dividend Amounts as follows:
- (i) to Purchase and so be Allocated an integer number of Shares (not Fractional Shares) to be added to the Participant's Share account in tOption;
  - (ii) to transfer the Dividend Amount to the Participant's Personal Bank Account; or
  - (iii) to leave the Dividend Amount on the Participant's Money Account in tOption for a maximum period of 12 months.

If the Participant chooses option (i), any remaining part of the Dividend Amount insufficient to Purchase an integer number of Shares will stay on the Participant's Money Account (as in option (iii)) and, if such amount is then sufficient, can be applied to Purchase an integer number of Shares after the next dividend payment.

If the Participant makes no (timely) decision, option (iii) shall automatically apply.

- 4.3 Article 4.2 does not apply to Former Participants. With respect to Former Participants, the Dividend Amount will be deposited into the Former Participant's Money Account in tOption and be used to Purchase and Allocate (Fractional) Shares, which will be added to the Former Participant's Share account in tOption.

#### **Article 5 Purchase Price**

- 5.1 The Purchase Price of Shares Purchased with the Savings is equal to the closing price of the Shares on Euronext (or the applicable exchange) on the last Trading Day of the six-month Saving Period immediately preceding the relevant Purchase Date.
- 5.2 The Purchase Price of Shares Purchased with the SRO Top-Up and the Dividend Amount is equal to the closing price of the Shares on Euronext (or the applicable exchange) on the last Trading Day of the Open Period in which the Purchase Date takes place.
- 5.3 The Administrator is entitled to propose a Purchase Price deviating from the Purchase Price as set out in Clauses 5.1 and 5.2 above, provided that it acts reasonable and transparently communicates such alternative Purchase Price to the Participant before the relevant Purchase.

#### **Article 6 Administration**

- 6.1 Subject to this Article 6, the Administrator will administer on behalf of each (Former) Participant all amounts and (Fractional) Shares granted to, received from or on behalf of or Allocated to such (Former) Participant.
- 6.2 At all times a (Former) Participant may request that Administrator sells on behalf of such (Former) Participant all (Fractional) Shares or a portion thereof Allocated to such (Former) Participant. Upon instruction, Administrator or Company will transfer to the personal bank account of the (Former) Participant an amount equal to the number of (Fractional) Shares

requested *times* the Average of the Opening and Closing Price of the date on which the request is received by Administrator or, if such request is received by the Administrator on a day which is not a Trading Day, the Trading Day thereafter.

- 6.3 The Participant shall not bear any transaction costs related to the Purchase of (Fractional) Shares on the Purchase Date. Administrator will not expense any fee to a Participant for the administration of the (Fractional) Shares on his behalf.
- 6.4 By participating in this Plan the (Former) Participant agrees to keep the Administrator at all times informed of its correct and up-to-date personal data, including but not limited to private (email)address and details of the personal bank account. The (Former) Participant also understands that the Administrator can share this information with the Company that the (Former) Participant is / was formally employed with and vice versa. With respect to the (Fractional) Shares that are administered by Administrator on behalf of the Former Participant at the moment of the end of employment, all provisions of the Plan continue to apply unless explicitly provided otherwise, including the (Former) Participant's information obligations under this Article 6.
- 6.5 The (Former) Participant shall inform the Administrator immediately in writing in case of any change in the personal data of the (Former) Participant, in accordance with Article 12. The Administrator and/or the Company are not liable for any consequences as a result of late or not informing the Administrator about the changes.
- 6.6 In the event the Administrator is informed of the passing away of the (Former) Participant, the Administrator will proceed to sell the (Fractional) Shares and settle in the same manner as a request to sell the (Fractional) Shares.

## **Article 7 End of employment**

- 7.1 Any cash balance on the Money Account that the Administrator administers on behalf of a Participant, will, upon the end of employment of the Participant for whatever reason, be transferred by the Administrator to a Personal Bank Account of such Participant. The Participant acknowledges that no money can remain on the Money Account for the benefit of the Former Participant after the end of employment. If the transfer to a Personal Bank Account of the Participant bounces back or the Administrator has reasonable grounds to believe that the transfer might bounce back, or in the event of any Former Participants whose employment has ended before the Effective Date having any funds on the Money Account, the Administrator is entitled to Purchase (Fractional) Shares from the cash balance on the Money Account on behalf of the (Former) Participant.
- 7.2 If the employment of a Participant ends for whatever reason, the Administrator will continue to administer all Former Participant's (Fractional) Shares on behalf of Former Participant, until such (Fractional) Shares are sold in accordance with the terms of this Plan. The Administrator will not charge any fee to a Former Participant or his legal successors for administering the (Fractional) Shares on his behalf. The transfer of (Fractional) Shares to a personal bank account or an investment account of any (Former) Participant is not supported. The Participant is only entitled to the economic benefit of Allocated (Fractional) Shares in accordance with the terms of the Plan.
- 7.3 (Fractional) Shares administered for a Former Participant need to be sold by the Former Participant in accordance with Article 6.2 within twenty-four (24) months after the employment of the Former Participant with the Company has ended. For Former Participants whose employment ended before the Effective Date, including with respect to those Shares Allocated before April 1, 2021, the twenty-four (24) months period starts on the Effective Date.
- 7.4 If the Former Participant has not sold all of his (Fractional) Shares within twenty-four (24) months after the employment of the Former Participant with the Company has ended,

Administrator will sell all of the Former Participant's (Fractional) Shares on behalf of the Former Participant ultimately on the last Trading Day of the sixty (60) months period starting in the month following the end of employment of the Former Participant and all rights and entitlements to the sales proceeds will forfeit and will therefore lapse upon expiry of this period. For Former Participants whose employment ended before the Effective Date, the sixty (60) months period starts on the Effective Date.

## **Article 8 Money Account tOption**

- 8.1 As mentioned in Articles 2.5, 3.1 and 4.2, the Participant may decide to leave the Savings, the SRO Top-Up and/or the Dividend Amount, respectively, on the Participant's Money Account in tOption for a maximum period of twelve (12) months. After this period of twelve (12) months or, if earlier, the end of employment, the Administrator will transfer any remaining balance on the Participant's Money Account to the Participant's Personal Bank Account.
- 8.2 If the Administrator considers it necessary for whatever reason (e.g. to comply with any legal or regulatory requirements) to transfer (part of) the respective amounts on the Participant's Money Account in tOption to the Participant's Personal Bank Account before the twelve (12) month period has ended, the Administrator has the right to do so, upon three months' notice to the Participant. In case of employment of the Participant ending in the meantime, Article 7.1 applies.

## **Article 9 Taxes and social security premiums**

- 9.1 Any tax or social security contribution payable by a (Former) Participant with respect to the grant of the SRO Top-Up, the Allocation of (Fractional) Shares, a receipt of a dividend or the maintaining or sale of (Fractional) Shares, will be for the account of the (Former) Participant.
- 9.2 Without limiting Article 9.1, any of the Company and the Administrator, may withhold any amount and make any arrangement as it considers necessary to meet any liability of a (Former) Participant for taxation or social security contributions in respect of the grant of the SRO Top-Up, the right to be Allocated (Fractional) Shares, the allocation of Fractional) Shares, a receipt of a dividend or the maintaining or sale of (Fractional) Shares (or any other benefit received under this plan). These arrangements may include the sale of any (Fractional) Shares, and application of the net proceeds therefrom, on behalf of a (Former) Participant unless the (Former) Participant satisfactorily proves that he has discharged the liability himself. By participating, the Participant authorizes the Company to make whatever deduction(s) or withholding(s) from his Annual Salary, bonus or other non-regular salary payments that may be required by such laws and regulations.
- 9.3 For (Former) Participants in each country, all values of (Fractional) Shares are in EURO.
- 9.4 The Company shall at all times be entitled to transmit information with respect to the Plan and the Employee's participation to public authorities for tax purposes, whether such stems from an express statutory obligation or not.

## **Article 10 Change of Control**

- 10.1 In the event that any Company is subject to a Change of Control, the Shares shall be subject to the applicable legal documentation relating to such Change of Control. Such documentation may make any changes in the terms of the Plan to which the parties to the transaction may agree and may change or eliminate the rights of any Participants affected by the transaction, but may not eliminate any Participants rights to the return of the amounts he has saved not yet applied to the Allocation of (Fractional) Shares.
- 10.2 The grant by SRO of the right to Purchase (Fractional) Shares pursuant to the Plan shall not affect in any way the right or power of Administrator and/or the Company to make adjustments,



reclassifications, reorganizations or changes of its capital or business structure, to merge or consolidate or to dissolve, liquidate, sell or transfer all or any part of its business or assets.

- 10.3 In the event of a transaction that constitutes a Change of Control, the Administrator may make any changes to the Plan, including adding sections, that it deems necessary or pertinent.

#### **Article 11 Insider dealing rules**

- 11.1 By accepting the right to Purchase (Fractional) Shares, the Participant agrees to adhere to the global policy insider dealing rules concerning the purchase and sale of Randstad securities and other dealings in securities as it may be in force from time to time or similar regulations issued by the Company, and to the applicable laws and regulations regarding insider dealing.
- 11.2 (Fractional) Shares shall not be sold under the Plan unless the sale of such (Fractional) Shares complies with (or is exempt from) all applicable requirements of law, including without limitation securities laws and regulations, and the regulations of any stock exchange or other securities market on which the Company's securities may then be traded.

#### **Article 12 Notices**

- 12.1 Notices pursuant to the Plan to be submitted by the Administrator to a (Former) Participant shall be deemed to be addressed correctly if sent to the email address of the (Former) Participant set forth in the records of Administrator.
- 12.2 Notices pursuant to the Plan to be submitted by a (Former) Participant to the Company, SRO or Administrator shall be in the forms provided by the Company or Administrator and shall be deemed to be addressed correctly if sent to SRO by email to [spphelpdesk@randstad.com](mailto:spphelpdesk@randstad.com) or by registered mail or courier to SRO, Diemermere 25, 1112 TC, Diemen, the Netherlands, except to the extent SRO, the Company or Administrator has provided written notice to the (Former) Participant containing different instructions.

#### **Article 13 Data Protection**

- 13.1 The (Former) Participant understands that SRO and the Company will process his personal data collected directly from him or via the Company that is or was the employer of the (Former) Participant for the purposes of SRO offering him the opportunity to participate in the Plan, as well as to comply with any related legal and regulatory obligations of the Company, SRO and the Administrator to which they are subject to. More information on how personal data is used can be found in the privacy statement: <https://www.randstadspp.com/privacy-statement/>.

#### **Article 14 Timing, amendment and termination**

- 14.1 This Plan is effective as of and dated November 1, 2024, and in force until further notice. Unless otherwise provided in article 14.2, this Plan replaces any previous iterations of the Plan.
- 14.2 Any entitlement under the Plan dated September 1, 2021 on November 1, 2024 to Bonus Shares (as defined in the Plan dated September 1, 2021) and Additional Bonus Shares (as defined in the Plan dated September 1, 2021) with respect to the Purchase and Allocation of Shares on November 1, 2023 and May 1, 2024, as the case may be, will continue to apply and will keep on being Allocated and administered and taxed in accordance with all obligations and conditions as may apply.
- 14.3 The Administrator, as may be appropriate, may amend, suspend or end the Plan at any time for any reason.
- 14.4 SRO shall have the sole discretion and authority to Allocate (Fractional) Shares or an SRO Top-Up with such modified terms as it deems necessary or appropriate in order to comply with the

laws of the country in which the Participant resides or is employed, to make the Plan more effective for Participants or SRO or the Company or for any other reason.

- 14.5 SRO shall have the sole discretion and authority to adopt addenda to the Plan, applicable in any jurisdiction, under which (Fractional) Shares or an SRO Top-Up may be Allocated subject to additional and/or modified terms and conditions, having regard to any securities, exchange control, taxation or social security laws, regulations or practice which may apply to any Employee, Participant, Administrator, the Company or any Affiliated Company.

## **Article 15 Miscellaneous**

- 15.1 In the event part of the terms and conditions of this Plan are ruled to be null and void by a competent court, the undisputed terms and conditions will remain in force.
- 15.2 The Administrator has the full authority to interpret and construe any provision of this Plan. Any determinations of the Administrator in connection with this Plan may be made in its sole and absolute discretion. In all situations not provided for in this Plan, the Administrator shall decide, subject to and in accordance with all applicable laws. All decisions, interpretations and other actions of the Administrator shall be final, binding and conclusive.
- 15.3 Subject to the provisions of the Plan, the Administrator shall have full authority and discretion to take any actions it deems necessary or advisable for the administration of the Plan, including, without limitation, the waiver of any conditions or the addition of conditions including on certain groups of Employees.
- 15.4 This Plan may be amended, altered or terminated at any time by the Administrator, at its sole discretion. This Plan may at all times be altered to the extent such is reasonably deemed necessary to comply with any laws and regulations, including any changes thereto, as applicable from time to time.
- 15.5 SRO offers participation in this Plan pursuant to its objective set out in its articles of association. SRO or the Administrator can terminate this Plan or cease participation in this Plan, in its generality or with respect to specific Employees. Participation in the Plan or any entitlements under this Plan do not form part of the employment agreement or relationship with Randstad or any Affiliated Company and does not amend or supplement such agreement. No entitlements or rights under this Plan can be enforced against any of Randstad and Affiliated Companies. Without prejudice to Article 9, any payments or entitlements as a result of participation in the Plan, if any, are not regarded as earnings for compensation and benefits purposes from the Company including, but not limited to, any bonus and incentive, pension, retirement and welfare plans and arrangements and vacation and other paid time off allowances or severance payments, or similar concept under applicable local law, if and to the extent such were to apply.
- 15.6 Participation in the Plan, including the grant of the SRO Top-Up, in a certain year or Saving Period will not entitle the Participant to participate in the Plan or the grant of the SRO Top-Up in subsequent years or Saving Periods, nor does it entitle any Participant to future benefits or payments of a similar nature or value. Participation in the Plan does not give any right to compensation or damages in respect of a Participant ceasing to participate in the Plan or the end of the employment of such Participant. SRO offers the Plan in its own full discretion and for its own account. Any involvement of Randstad or an Affiliated Company in the execution of and/or communication about the Plan is purely to facilitate administration and effectuation of the Plan on behalf of SRO. Participation in the Plan does not constitute any acquired rights nor any rights to future participation, compensation, awards, entitlements, grants or guarantees with Randstad, any Affiliated Company or SRO.
- 15.7 Insofar as necessary, by opting to participate in the Plan, the Participant agrees to grant the Administrator an irrevocable power of attorney within the meaning of article 3:74 of the Dutch Civil Code, with power of substitution, to take all actions and to sign all agreements,

notifications and other documents on behalf of such Participant as are needed to fulfil the obligations of such Participant under this Plan, including but not limited to the Purchase, Allocation and sale of (Fractional) Shares.

- 15.8 The Administrator's failure to insist upon the strict performance or compliance of any provision, obligation or condition of this Plan or to exercise any right the Administrator may have hereunder, shall not be deemed to be a waiver of such provision, obligation, condition or right or any other provision, obligation, condition or right under this Plan.
- 15.9 The Administrator, as the case may be, may withhold from any amount to be transferred to the (Former) Participant's Personal Bank Account, such amount as may be required by applicable law or to cover reasonable cost other than such cost that are expressly borne by SRO as per the terms of this Plan.
- 15.10 The Plan is subject to the Administrator and/or the Company obtaining any approval or consent required under the listing rules of any established stock exchange or national market system on which Shares are listed or under any applicable laws, rules, or regulations of any governmental authority, including any relevant securities laws or share dealing codes. The Administrator may determine that the Plan shall be subject to obtaining any approval or consent required under the rules of any applicable recognized securities exchange or under any applicable laws, rules, or regulations of any governmental authority, or to any relevant securities laws or share dealing codes.

#### **Article 16 Choice of law and language**

- 16.1 The Plan is governed by Dutch law. All disputes arising in connection with the Plan shall be brought before the district court of Amsterdam (*Rechtbank Amsterdam*).
- 16.2 The Plan is written in the English language. It may be translated into another language from time to time, in which event the English version will be solely authentic. In case of interpretation the English version will always prevail.

**Stichting Randstad Optiefonds**  
**Master Share Purchase Plan**  
**Addendum for U.S. Taxpayers**

Notwithstanding anything to the contrary in the Plan, the following terms and conditions of this Addendum for U.S. Taxpayers (the "Addendum") will apply to any Participants in the Plan who are United States taxpayers:

1. With the addition of the provisions in this Addendum, the Plan is intended to comply with Section 409A of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), and will be construed accordingly.
2. A Participant's SRO Top-Up will be paid in a single lump sum in the manner described in Section 3.1 of the Plan during the calendar month following the month in which such amount ceases to be subject to a substantial risk of forfeiture. Notwithstanding the foregoing, the payment timing specified herein is intended to satisfy the requirements of Code Section 409A, and in no event will Randstad or any Affiliated Company be liable (whether for interest or otherwise) for any reasonable delay in executing a transfer as described in Section 3.1 or any delay that is intended for legal compliance.
3. Notwithstanding anything in the Plan or this Addendum, neither Randstad nor any Affiliated Company will be liable to any U.S. taxpayer Participant or any other person if the U.S. Internal Revenue Service or any court determines for any reason that any payments under the Plan are subject to taxes or penalties under Code Section 409A.
4. The right of a U.S taxpayer Participant or his beneficiary to receive an SRO Top-Up or any proceeds associated therewith may not be anticipated, alienated, sold, transferred, pledged, encumbered, attached or garnished by creditors of such U.S. taxpayer Participant or beneficiary.