

**Randstad N.V.**

Master Share Purchase Plan Corporate Employees

## CONTENTS

Article 1	Definitions	2
Article 2	Saving to Purchase Shares	3
Article 3	Allocation of Bonus Shares and Additional Bonus Shares	4
Article 4	Dividend	5
Article 5	Modification	5
Article 6	Share Price	5
Article 7	Sale of Shares	6
Article 8	Taxes and social security premiums	7
Article 9	Change of Control	7
Article 10	Employment	7
Article 11	Insider dealing rules	8
Article 12	Notices	8
Article 13	Data Protection	8
Article 14	Timing and termination	9
Article 15	Choice of law and language	9
	Addendum to the Master Share Purchase Plan per country (if applicable)	-

The following represents the Master Share Purchase Plan (the "**Plan**") of Randstad which consists of a Master Share Purchase Plan for all Employees and its addenda, as to be issued from time to time, together forming one integral plan.

## **Article 1 Definitions**

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

- a. **"Additional Bonus Shares"** means such number of Shares to be Allocated to an Employee for no consideration in the event that Administrator has administered the Shares Purchased under the Plan for an uninterrupted period of twelve months as from the Purchase Date. Additional Bonus Shares shall be treated as Shares for all purposes under this Plan.
- b. **"Administrator"** means Randstad or any party acting on its behalf as the case may be.
- c. **"Affiliated Company"** means a company in which Randstad directly or indirectly owns all of the shares of stock or other capital interest, or, upon a decision of the Executive Board, any other company.
- d. **"Allocate"** means the allocation of Shares which are administered and held in tOption for the Employee.
- e. **"Annual Salary"** for any Employee for any Savings Period means the gross monthly salary of such Employee (excluding bonus payments and fringe benefits) as of the start of a Saving Period (or, if later, his date of hire), multiplied by 12 or >12 in case the gross monthly salary is paid in more installments (13, 13,02 or 14, etc.).
- f. **"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.
- g. **"Bonus Shares"** means such number of Shares to be Allocated to an Employee for no consideration in the event that Administrator has administered the Shares Purchased under the Plan for an uninterrupted period of six months as from the Purchase Date. Bonus Shares shall be treated as Shares for all purposes under this Plan.
- h. **"Business Day"** means a day (other than a Saturday or a Sunday) on which banks are open in Amsterdam, The Netherlands.
- i. **"Change of Control"** means, with respect to Randstad or any Affiliated Company:
  - (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 at the date of adoption of the Plan (or, if later, the date such Affiliated Company becomes such), 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.
- j. **"Company"** means Randstad and/or an Affiliated Company of Randstad as the context may require.
- k. **"Employee"** means, except as provided below/on any addenda hereto, any individual who is employed by the Company. "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 a temporary 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.

- l. **"Euronext"** means the official market of the Amsterdam, The Netherlands stock exchange, Euronext N.V. or its legal successor(s).
- m. **"Executive Board"** means the board of directors of Randstad.
- n. **"Fractional Share"** means such non-listed part of Shares as administered and calculated by Administrator.
- o. **"Money Account"** means a financial account maintained in tOption in which the financial transactions of the Employee are recorded, in EURO and non-interest bearing.
- p. **"Purchase"** means Shares being Allocated to and paid for by the Employee subsequent to a Saving Period.
- q. **"Purchase Date"** means in relation to any Share, the date on which the Employee, subject to Article 2.1 of this Plan, Purchases Shares in the Company. The Allocation Date will be within two weeks directly following any Saving Period.
- r. **"Person"** means any individual, partnership, limited liability company, firm, corporation, company, association, trust, unincorporated organization or other (legal) entity.
- s. **"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.
- t. **"Saving Period"** any period of six months starting on either May 1<sup>st</sup> or November 1<sup>st</sup> of any calendar year during which an Employee saves a percentage from his Annual Salary to Purchase Shares on the Purchase Date.
- u. **"Shares"** means the ordinary shares in the capital of Randstad as listed on Euronext.
- v. **"Share Price"** means the price per Share as set out in Article 6.1.
- w. **"Six Months Holding Period"** means the six months period following each Purchase Date.
- x. **"SRO"** means Stichting Randstad Optiefonds a foundation ("stichting") incorporated under the laws of the Netherlands with its statutory seat in Amsterdam, the Netherlands.
- y. **"tOption"** means the website which gives access to the Employee's personal online Share, Fractional Share and Money Account.
- z. **"Trading Day"** means a calendar day on which Euronext is open for trade.
- aa. **"Twelve Months Holding Period"** means the twelve months period following each Purchase Date.

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

## **Article 2 Saving to Purchase Shares**

- 2.1 An Employee shall become eligible for participation in the Plan upon the date his employment with the Company commences. The Employee can only participate if he actually receives income from employment in the Saving Period. Each Employee who is a participant for a Saving Period shall be

granted the right to be Allocated Shares on the Purchase Date relating to that Saving Period. The maximum amount, determined on an annual basis, of the value of Shares that an Employee may be Allocated under the Plan shall be equal to 5% of the Annual Salary of such Employee plus any interest on the amount saved during a Saving Period. The maximum percentage per Saving Period and therefore on each Purchase Date will be calculated pro rata per Saving Period.

- 2.2 Each Employee participating in the Plan may save a percentage to be Allocated Shares, up to the amount set forth in Article 2.1, through fixed deductions from periodic net salary. To participate in the Plan during any Saving Period, an Employee must sign a request to be Allocated Shares on a form provided by the Company stating that the Employee desires to be Allocated Shares under the Plan and showing the percentage of saving chosen by such Employee for such Saving Period. The request to participate in the Plan during any Saving Period must be delivered by a date before the Saving Period (or later at the date of hire), as established by the Company with notice to eligible Employees, to the person or office designated to receive and accept such request.
- 2.3 Interest may accrue on the amounts saved by each Employee at an interest rate decided by the Company at the start of the Saving Period.
- 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 participating Employees), each Employee will have the right, by giving notice to the Company in such form as the Company shall provide, to stop savings for the next Saving Period. In addition, at any time, upon request by an Employee, the Company shall repay the full amount saved in the current Saving Period by such Employee at the end of the Saving Period together with any interest accrued thereon as provided in Article 2.3, if applicable. The Company may withhold from any amount to be so repaid such amount as may be required by law.  
A determination by an Employee to stop saving for the next Savings Period, or to request the Company to repay the amount saved will be irrevocable. Employees may restart participation in the Plan only at the beginning of a subsequent Saving Period.
- 2.5 At the Purchase Date following each Saving Period, all amounts saved by an Employee, plus any interest accrued in accordance with Article 2.3, unless the amount will be repaid under Article 2.4, shall be applied to Allocate Shares by SRO to the Employee at a Purchase price per Share equal to the Share Price for such Savings Period, provided that the Employee is still employed by the Company at the Purchase Date. If the saved amount plus interest divided by the Share Price does not result in an integer number of Shares Administrator will Allocate and administer in addition to such number of Shares a Fractional Share such that the entire amount saved plus any interest will be used.
- 2.6 All Shares and Fractional Shares Allocated under Section 2.5 will be administered by Administrator on behalf of an Employee until their sale in accordance with Article 7. Promptly after the Purchase of Shares and Fractional Shares on behalf of an Employee, the Company or Administrator shall notify such Employee of the number of Shares and Fractional Shares Allocated on his behalf and the Share Price.
- 2.7 Purchase and Allocation of the Shares and Fractional Shares shall entitle the Employee to the dividend distributed on the Shares and Fractional Shares next to the actual value of the Shares and Fractional Shares. The voting rights inherent in the Shares and Fractional Shares remain with SRO.

### **Article 3 Allocation of Bonus Shares and Additional Bonus Shares**

- 3.1 If on the last Business Day of the Six Months Holding Period relating to any Purchase Date, an Employee who has been Allocated Shares or Fractional Shares on such Purchase Date is still employed by a Company and Shares so acquired by such Employee on such Purchase Date are still Allocated to such Employee, a number of Bonus Shares and Bonus Fractional Shares determined by multiplying the number of Shares and Fractional Shares Purchased on the Purchase Date concerned and Allocated for the entire Six Months Holding Period by 50% will be Allocated to the Employee.
- 3.2 If on the last Business Day of the Twelve Months Holding Period relating to any Purchase Date, an

Employee who has been Allocated Shares or Fractional Shares on such Purchase Date is still employed by a Company and Shares so acquired by such Employee on such Purchase Date are still Allocated to such Employee, a number of Additional Bonus Shares and Additional Bonus Fractional Shares determined by multiplying the number of Shares and Fractional Shares Purchased on the Purchase Date concerned and Allocated for the entire Twelve Months Holding Period by 50% will be Allocated to the Employee.

#### **Article 4 Dividend**

- 4.1 In the event that a dividend is paid by Randstad on the Shares, SRO will separate and administer an amount equal to the total number of Shares Allocated and administered in the name of Employees times the dividend per Share after deducting the appropriate dividend withholding tax.
- 4.2 As soon as SRO administers a cash dividend in the name of Employees the Employee may decide within a certain timeframe to be announced by the Administrator to use such amount as follows:
- (i) deposit the amount received into the Employee's Money Account in tOption; or
  - (ii) transfer the amount received to the Employee's personal bank account at any time; or
  - (iii) use the amount received to Purchase and so be Allocated Shares (not Fractional Shares) to be added to the Employee's Share account in tOption.

In the event the Employee decides for option (iii), any amount not used to Purchase and be Allocated a full number of Shares (as the amount might not be enough to buy a full Share) will be deposited into the Employee's Money Account (see option (i)) and can be used to Purchase and be Allocated Shares at the next dividend payment date.

Former Employees can make a choice between option (i) and option (ii).

In case the (former) Employee made no (timely) decision the Administrator will deposit the amount into the Money Account of the (former) Employee which amount can be transferred to the Employee's personal bank account at any time.

- 4.3 Such cash amount of dividend, received and administered by SRO on behalf of Employee in tOption, will ultimately be paid out and transferred to the personal bank account of Employee in the event that the Share position between SRO and Employee is settled in Accordance with clause 7.5 of this Plan.

#### **Article 5 Modification**

- 5.1 The Executive Board shall have the sole discretion and authority to Allocate Shares, Bonus Shares and/or Additional Bonus Shares with such modified terms as it deems necessary or appropriate in order to comply with the laws of the country in which the Employee resides or is employed, to make the Plan as tax efficient as possible for Employees or for any other reason. All modifications shall be in compliance with the applicable law(s) and shall adhere to the principles as set out in the Plan as closely as possible.
- 5.2 Without limiting Article 5.1, SRO and/or the Executive Board as may be appropriate shall have the sole discretion and authority to adopt addenda to the Plan, applicable in any jurisdiction, under which Shares, Bonus Shares and/or Additional Bonus Shares 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, Administrator the Company or any Affiliated Company.
- 5.3 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. All decisions, interpretations and other actions of Administrator shall be final, binding and conclusive on all Persons deriving rights under the Plan.

#### **Article 6 Share Price**

- 6.1 The Share Price in relation to any Savings Period will be the closing price of the Shares on Euronext (or the applicable exchange) on the last Trading Day before the Purchase Date for such Savings Period. This date will be announced two months in advance.

## **Article 7 Sale of Shares**

- 7.1 Subject to this Article 7, Administrator will administer on behalf of each Employee all Shares and Fractional Shares Allocated to such Employee.
- 7.2 At all times Employee may request that Administrator sells on behalf of such Employee all Shares and Fractional Shares or a portion thereof Allocated to such Employee. Upon instruction Administrator/SRO will transfer to the personal bank account of the Employee an amount equal to the value of the number of Shares and/or Fractional Shares requested to be sold, on the day the request is received or the first Trading Day thereafter by Administrator against the Average of the Opening and Closing Price of the date the request is received by Administrator.
- 7.3 The Employee shall not bear any transaction costs related to the Purchase of Shares and Fractional Shares on the Purchase Date. Administrator and SRO will not assess any fee to an Employee for the administering of the Shares and Fractional Shares on his behalf.
- 7.4 The Plan is subject to 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 Executive Board 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.
- 7.5 In the event the employment of the Employee ends for any reason, Administrator will administer on behalf of former Employee all Shares and Fractional Shares, until Administrator sells, upon request and on behalf of former Employee, all Shares and Fractional Shares or a portion thereof Allocated to Employee. Shares and Fractional Shares Allocated to the former Employee after April 1, 2021 need to be sold within twenty-four (24) months after the former Employee left the Company.  
In the event the Administrator does not receive a request of the former Employee to do so, the Administrator will proceed to sell the Shares and/or Fractional Shares at its own initiative and will transfer the sales proceeds of the Shares and/or Fractional Shares together with any cash balance to the Money Account that SRO administers on behalf of the Employee.  
Provided that the former Employee shall keep the Administrator informed of its correct and up to date personal data, including but not limited to (email)address details and all personal bank account details, in accordance with article 12, the aforementioned twenty-four (24) month period does not apply to Shares and Fractional Shares Allocated to the former Employee before April 1, 2021, and therefore the Administrator will not proceed to sell the Shares and/or Fractional Shares Allocated to the former Employee before April 1, 2021 without a request thereto of the former Employee.  
With respect to the Shares and Fractional Shares that are administered by Administrator on behalf of former Employee at the moment of the end of the employment, all stipulations of the Plan remain unimpaired after the end of the employment unless explicitly provided otherwise. The sale of Shares and/or Fractional Shares upon request and on behalf of former Employee will take place in accordance with article 7.2. The Administrator and SRO will not charge any fee to a former Employee or his legal successors for administering the Shares and Fractional Shares on his behalf. The transfer of Shares and Fractional Shares to a personal bank account of any Employee or former Employee is excluded.
- 7.6 The former Employee shall inform the Administrator immediately in writing in case of any change in the personal data of the former Employee, including but not limited to (email)address details and all personal bank account details, in accordance with article 12. The Administrator and/or the Company are not liable for any damage as a result of late or not informing the Administrator about the changes.

- 7.7 In the event the Administrator takes notice of the passing away of the (former) Employee, the Administrator will proceed to sell the Shares and/or Fractional Shares and settle in the same manner as a request to sell the Shares and/or Fractional Shares.
- 7.8 A claim for distribution of the value of the Shares, the Fractional Shares and the amount on the Money Account shall lapse five (5) years after the Administrator has sent a request to the former Employee to inform the Administrator on the correct personal bank account details of the former Employee.

## **Article 8 Taxes and social security premiums**

- 8.1 Any tax or social security contribution payable by an Employee with respect to the grant of the right to be Allocated Shares or Fractional Shares, the accrual of interest on the amounts saved, the allocation of Shares or Fractional Shares, the Allocation of Bonus Shares or Bonus Fractional Shares, the Allocation of Additional Bonus Shares or Additional Bonus Fractional Shares, or the maintaining or sale of Shares, Fractional Shares, Bonus Shares or Additional Bonus Shares will be for the account of the Employee.
- 8.2 Without limiting Article 8.1, the Company that is the employer of an Employee may withhold any amount and make any arrangement as it considers necessary to meet any liability of an Employee for taxation or social security contributions in respect of the grant of the right to be Allocated Shares or Fractional Shares, the accrual of interest on the amounts saved, the allocation of Shares or Fractional Shares, the Allocation of Bonus Shares or Bonus Fractional Shares, the Allocation of Additional Bonus Shares or Additional Bonus Fractional Shares, or the maintaining or sale of Shares, Fractional Shares, Bonus Shares or Bonus Fractional Shares, or Additional Bonus Shares or Additional Bonus Fractional Shares (or any other benefit received under this plan). These arrangements may include the sale of any Shares, Fractional Share, Bonus Share or Additional Bonus Share, and application of the net proceeds there from, on behalf of an Employee unless the Employee satisfactorily proves that he has discharged the liability himself. By participating, the Employee 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.
- 8.3 For Employees in each country, all values of Shares and Fractional Shares are in EURO.

## **Article 9 Change of Control**

- 9.1 In the event that Administrator and/or the 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 Employees affected by the transaction, but may not eliminate any Employee's rights to the return of the amounts he has saved plus accrued interest, not yet applied to the allocation of Shares.
- 9.2 The grant of the right to be Allocated Shares or 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.
- 9.3 In the event of a transaction that constitutes a Change of Control with respect to Administrator and/or the Company, the Administrator may make any changes to the Plan, including additional sections, that it deems necessary, taking into account the interests of Administrator and/or the Company and the Employees.

## **Article 10 Employment**

- 10.1 Neither the grant of the right to be Allocated Shares or Fractional Shares, nor the Plan itself, nor any



provision therein shall be interpreted as an obligation of the Company to employ any Employee for a certain period of time or to guarantee him a certain salary or position or a limitation in any respect of the right of the Company to terminate such Employee's employment or other relationship with the Company at any time. Furthermore, the present, future or continued employment of the Employee is in no way contingent upon the Employee agreeing to participate in the Plan.

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

- 11.1 By accepting the right to be Allocated Shares, the Employee agrees to adhere to the Global Policy Insider dealing rules on the prevention of insider dealing as it may be in force from time to time or similar regulations issued by the Company, and to the applicable legal provisions regarding insider dealing.
- 11.2 Shares or Fractional Shares shall not be sold under the Plan unless the sale of such Shares or Fractional Shares comply with (or are 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 Administrator to an Employee shall be deemed to be addressed correctly if sent to the email address of the Employee set forth in the records of Administrator and to a former Employee in accordance with Article 7.6.
- 12.2 Notices pursuant to the Plan to be submitted by an Employee 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 Randstad N.V., Diemermer 25, 1112 TC, Diemen, the Netherlands, except to the extent SRO, the Company or Administrator has provided written notice to the Employee containing different instructions.

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

- 13.1 The Employee understands that the Company will process his personal data collected directly from him or via the Company that is the employer of the Employee (including name, contact details, email address, country, address, date of birth, gender and national number) for the purposes of 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. The processing of personal data includes that it will be disclosed as necessary to third parties (including SRO, Administrator and IT services providers). The Company will put in place appropriate safeguards as required by applicable law if personal data is transferred to third countries (including those outside the European Economic Area). Personal data will be kept at least for the duration of the Employee's participation in the Plan and no longer than required to comply with legal and regulatory requirements. The Employee has the right to request access to and rectification or erasure of his personal data or restriction of processing concerning his personal data subject or to object to processing as well as the right to data portability and to lodge a complaint with the data protection supervisory authority. The Employee understands that, in particular cases (for instance, due to legal requirements) the Company may not be able to make your request effective right away. The Employee can contact the Data Protection Officer of Randstad at [privacyofficer@randstad.com](mailto:privacyofficer@randstad.com).

#### **Article 14 Timing and termination**

- 14.1 This Plan is effective as of October 1, 2006 and has been amended from time to time. The latest version being this one, dated September 1, 2021, until further notice.
- 14.2 SRO and/or the Executive Board as may be appropriate may amend, suspend or terminate the Plan at any time for any reason. The Company shall, to the extent possible, comply with existing rights of Employees pursuant to the Plan.

**Article 15 Choice of law and language**

- 15.1 The Plan is governed by Dutch law. All disputes arising in connection with the Plan shall be brought before the competent Dutch court as the case may be.
- 15.2 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.