

## Conditions of Employment

Version January 2020

Welcome to Randstad!

One of our clients wishes to register you with Randstad so that Randstad can employ you (again) and make you available to the client. In connection with this registration, information is supplied by you and the client. On the basis of this information, Randstad assesses whether it can meet this request. This depends, for example, on your work history and whether you have a valid proof of identity. If Randstad agrees with the registration, an employment contract will be concluded between you and Randstad. This employment contract is a payroll agreement as referred to in section 7:692 Dutch Civil Code. The special feature of this employment contract is that you will be employed by Randstad but will carry out work for - and under the management and supervision of - one or more of Randstad's clients.

These conditions and the Randstad Staff Guide describe what you can expect from us and what we expect from you if you are registered and employed by us. This is why you are requested to read the conditions carefully and to sign them to indicate your consent. We also ask you to check and approve a number of pre-filled information in the registration form. You can find the signed version of this form in My Randstad.

### 1. Definitions

These conditions use specific terms. These terms have the meaning stated in the annex to these conditions.

### 2. The registration

Registration with Randstad is without obligation. Registration does not oblige Randstad to employ you and does not oblige you to enter into the service of Randstad.

### 3. The employment contract

#### 3.1 Formation

1.

Agreements on the duration and contents of each employment contract will be explicitly confirmed to you by Randstad. No employment contract will be formed between you and Randstad until Randstad has provided you with an explicit confirmation of that employment contract.

2.

The confirmation of a fixed term employment contract will in principle be made available electronically in My Randstad. You will receive an email message as soon as a (new) employment confirmation has been posted in My Randstad. Regularly check My Randstad yourself. If you do not accept the employment contract confirmation, you must explicitly notify Randstad of this as soon as possible but within 5 calendar days at the latest via the button for that purpose in My Randstad. If you do not respond within this term, Randstad will assume that you agree with the confirmation and the contents of the employment are finalized.

3.

Each employment contract for an indefinite period must be signed by you for approval within 5 calendar days (electronically). You will receive the agreement electronically, usually by email. If you are of the view that the agreement is not correct, you must notify this as soon as possible but **within 5 calendar days** at the latest.

#### 3.2 Commencement, term and termination

1.

The employment contract commences at the time referred to in the employment contract.

2.

Each employment contract is entered into for a fixed term, unless explicitly otherwise agreed. A fixed-term employment contract terminates by operation of law after expiry of the period referred to in

the employment contract, which means that a notice of termination is not required.

3.

Unless Randstad explicitly confirms that no trial period, or a shorter trial period, applies, the following trial periods apply for every employment contract:

- 1 month for an employment contract for more than 6 months but less than 2 years;
- 2 months for an employment contract for 2 years or more.

During the trial period, both you and Randstad may cancel the employment contract with immediate effect. Notice of termination must be given explicitly.

4.

The employment contract terminates by operation of law if and as soon as you do not, or do not within the agreed term explicitly confirmed by Randstad, or no longer:

- have a professional qualification or registration as referred to in the employment contract confirmation;
- hold a diploma or certificate referred to in the employment contract confirmation;
- successfully complete a course of training or education referred to in the employment contract confirmation;
- hold a Certificate of Good Conduct (VOG), if this is required for the position;
- according to results of a pre-employment screening or integrity investigation, comply with the integrity, reliability and/or expertise requirements set by the clients for the performance of the work;
- comply with any other reasonable condition to be imposed by Randstad, without which (meaningful) placement with the envisaged client(s) is not possible.

The employment contract will state which of the above conditions subsequent may apply and what the further specifications of the relevant conditions are. The employment contract terminates by operation of law in any event on the date on which you reach the age of entitlement to a state pension under the General Old Age Pensions Act (AOW), unless otherwise agreed and explicitly confirmed by Randstad.

5.

If the employment contract is entered into in the context of a work-study program (block or day release) the employment contract ends by operation of law if and as soon as:

- the education agreement between the educational institution and you ends - for any reason whatsoever - without you having successfully completed the vocational training;
- the client does not hold, or no longer holds, a favorable assessment as referred to in section 7.2.10 of the Adult and Vocational Education Act.

#### 3.3 Applicable conditions

1.

This employment contract is subject to these conditions. You will find a copy of these conditions as signed by you in My Randstad.

2.

The Staff Guide also applies, except to the extent the employment contract confirmation states otherwise. The Staff Guide contains an explanation of and further regulations relating to the provisions of the law, these Conditions and the employment contract. They also contain information on the rules and procedures in force at Randstad. Rules, conditions and procedures may change. Randstad therefore reserves the right to change the contents of the Staff Guide unilaterally. The latest version of the Staff Guide is posted on our website and in My Randstad.

#### 3.4 Placement

1.

During the term of your employment contract, you are made available to a client to carry out work under management and under supervision of the client.

2.

The agreements on the duration of the placement (which is usually equal to the duration of the employment contract), the specific conditions applicable at that time and the relevant information of the client will be explicitly confirmed to you by Randstad. In principle, the placement confirmation will also be made available to you electronically

in My Randstad. If you do not agree with this confirmation, you must explicitly notify Randstad of this as soon as possible, and **within 5 calendar days** at the latest, via email. If you do not respond within this term, Randstad will assume that the confirmation is approved, and the content of the placement is finalized.

3.

You must follow the client's regulations and instructions closely. By signing these conditions, you declare to have received and read the rules and (safety) regulations applicable at the client who has registered you.

#### **4. Remuneration and payment**

1.

Your remuneration and other working conditions are determined with due observance of the CLA and/or working conditions applicable at the client. If the client does not employ employees in an equal or similar position as you, you are entitled to at least to the same working conditions as those that apply to employees in equal or similar positions in the professional or business sector in which the client operates.

2.

The placement confirmation states which CLA and/or working conditions apply.

3.

The employment contract states whether a monthly, weekly or four-weekly remuneration has been agreed.

4.

If remuneration is monthly with fixed working hours, the wage will be paid each month on or around the 21st of the month. Any overtime and/or, if applicable, extra allowances will be paid on or around the 21st of the month following the month in which they are entered and approved. If the working hours are flexible, the wage for the minimum number of hours will be paid monthly on or around the 21st of the month and the extra hours and, if applicable, overtime and any allowances, will be paid on or around the 21st of the month following the month in which they are entered and approved. You are not entitled to payment for hours, allowances or expense allowances that are not approved by a representative of the client authorized for that purpose and/or Randstad, unless you are able to provide evidence to the contrary.

5.

If remuneration is weekly or four-weekly, the wage will be paid in the week after the end of each week, or period of four weeks respectively, in which you have worked, or at any rate are entitled to wage. Unless otherwise stated in the employment contract confirmation, you must however account for your hours in the manner as described in the Staff Guide and/or the employment contract confirmation. You are not entitled to payment for hours, allowances or expense allowances that are not approved by a representative of the client authorized for that purpose and/or Randstad, unless you are able to provide evidence to the contrary.

6.

Your pay slip and annual income statement are made available electronically in My Randstad.

#### **5. Pension**

1.

If and as soon as you comply with the applicable conditions, you will participate in the pension plan that applies to you. The applicable pension plan will be included in the placement confirmation.

2.

You hereby consent to the provision of your email address to the pension administrator and grant consent for that pension administrator to provide all information on the pension plan to you electronically.

#### **6. Confidentiality**

You are required to protect the confidentiality of all non-public information about Randstad, its employees, its clients, other business relations and their staff and other relations that you obtain in relation to the placement services by and/or employment contract(s) with Randstad, including any resulting placement(s). You may only use this information and provide it to third parties in connection with and in as far as this is necessary for the realization and performance of an employment contract with Randstad and the work to be performed in that regard for a client of Randstad. It is possible that the client will

require a more specific confidentiality statement or agreement. You are required to cooperate in this.

#### **7. Intellectual and industrial property rights**

The intellectual property rights (such as copyrights and patents) for the results of your work for a client accrue to that client. In as far as these rights do not already accrue to the client by law or under a separate declaration or agreement that you have signed, you hereby transfer all intellectual property rights and all underlying works and inventions arising or that have arisen during and/or in connection with any employment contract with Randstad to Randstad for no consideration, so that Randstad, in turn, can transfer them to the client. Insofar as this transfer requires a further deed and/or other formalities, you hereby authorize Randstad to sign or carry out such deed and/or these formalities respectively, on your behalf and you hereby also declare to render all required cooperation to realize this transfer (further). To the extent permitted by law, you hereby waive all personality rights (within the meaning of the Copyright Act) towards Randstad, its clients and other third parties in respect of the intellectual property rights. It is possible that the client will require a more specific declaration or agreement concerning intellectual property rights. You are required to cooperate in this.

#### **8. Identification and placement**

1.

You hereby declare that you hold a valid identity document and will continue to hold this during any and all employment contracts with Randstad, showing that you have the right to work in the Netherlands (passport, ID-card, Dutch foreign national document). You hereby also declare that you have shown an original copy of this identity document to your contact person at the client so that this contact person has determined your identity and your right to reside and work in the Netherlands and (if required by law) has made a copy of the original identity document.

2.

You provide Randstad, at the discretion of Randstad, a copy/scan of the identity document or give Randstad the opportunity to make a copy/scan of your identity document as soon as it is known that you, subject to the result of any screening, can work for a client or - if this occurs earlier - as soon as you obtain an employment contract at Randstad. If, unfortunately, no employment contract is formed between you and Randstad, these data will be automatically removed from our system after 4 weeks.

3.

You must ensure that you can always provide proof of your identity at your workplace with the aid of a valid identity document.

4.

Each employment contract terminates by operation of law if and as soon as you do not possess, or no longer possess, a valid residence permit and/or a valid work permit, insofar as required by law.

#### **9. My Randstad**

1.

As soon as your registration has been received by Randstad, Randstad will, if necessary, create an account for you. You must activate this account as soon as possible via a link which we will email to you as soon as we have received your registration. Without an activated account you will not have access to your confirmation(s) of employment contract(s) and placement confirmation(s).

2.

Your log-in details for My Randstad are personal and confidential. You may not provide these log-in details to third parties or allow third parties access to My Randstad. Any loss, abuse or theft of personal details, including the password, must be reported to Randstad immediately.

3.

You hereby consent to electronic reporting and exchange of data relating to any and all placement contracts to be concluded with you and changes to these and other information relevant for placements.

## 10. Personal data

1.

You hereby declare that the data and documents that you have provided in connection with the registration, in particular in relation to your identity, your right to reside and work in the Netherlands and your employment history, are correct and complete. You must always inform Randstad in good time of any changes and/or additions to the information provided, including any withdrawal or expiration of your identity document. In addition, if requested, you must also provide Randstad with accurate and complete information about any transition payment paid to you by any previous employer(s) (including any costs deducted from this). Randstad can also request or verify this information with your previous employer(s).

2.

Randstad is responsible for processing the personal data that you have provided and/or that Randstad has gathered by other means. Randstad handles personal data with due care. Randstad processes personal data in order to be able to comply correctly with the law and to provide good services for its employees and clients. For these purposes, personal data may be provided to third parties, such as (potential) clients, subsidiaries of Randstad, contractors of Randstad charged with salary administration or organizations responsible for the administration of pension plans or (top-ups for) social insurance benefits and authorities responsible for investigating and controlling fraud. Randstad processes personal data in observance of the law and its privacy policy. More information on the privacy policy (including a more detailed description of the data that are processed, the purposes for this and the way in which it takes place) is available in the Staff Guide and the Privacy Statement at [www.Randstad.nl](http://www.Randstad.nl).

**You hereby declare that you have read the above conditions and the Randstad Staff Guide and that you accept these in full. In addition, you hereby indicate:**

- whether Randstad must apply income tax and social insurance contributions credit:  
Yes / no\*, from \_\_\_\_\_ (date)
- whether you have previously worked at the client named in the accompanying registration:  
Company: \_\_\_\_\_ (name company)  
  
Yes / no\* employment history at this client
- whether you currently receive a benefit:  
Yes / no\*, benefit \_\_\_\_\_

Name  
Date of birth  
citizen service number (BSN) or tax and social insurance numbers (Sofi number)  
Address  
Postcode and city  
Telephone number  
IBAN Bank account

Date signature:

Signature for having read and approved:

Signature legal representative for having read and approved: (if employee is younger than 16 years)

## **Annex Definitions**

The Conditions of Employment of Randstad uses specific terms. These terms have the following meaning:

a.

Registration:

The request of a client of Randstad to enter into an employment contract with you in order to make you available to this client to carry out work for and under the management and supervision of this client or a third party to be indicated by them.

b.

Employment contract:

The employment contract between you and Randstad. This is a payroll agreement as referred to in section 7:692 Dutch Civil Code.

c.

My Randstad:

The private section of the website of Randstad, to the extent that this is accessible to you.

d.

Randstad:

Randstad Payroll Solutions bv, Randstad Payroll Publiek bv, as well as any other subsidiary of Randstad Nederland bv, which employs payroll employees similar to that of the aforementioned subsidiaries and does not agree other similar Conditions of Employment with its employees.

e.

Placement:

Your placement with a client of Randstad, taking place in the context of an employment contract between you and Randstad.

f.

Explicitly:

Made available electronically or in writing.

g.

Staff Guide:

Randstad's Staff Guide, including any future changes to this.