

Introduction

Welcome to Randstad! We hope to have you started with one of our clients soon. In that case, this will be based on an employment contract between you and Randstad. Legislation refers to this type of employment contract as a Temporary Assignment contract. The special nature of this temporary assignment contract is that you are a Randstad employee while performing work for, are supervised and managed by one or more Randstad clients. There are two types of temporary assignment contracts: the temporary assignment contract with an agency clause (that ends if the client terminates the temporary assignment and at the latest at the end of phase A), and the Secondment contract (ends at the agreed date).

In these terms and conditions, the CLA (Collective Labour Agreement) and the applicable Personnel Manual (including any applicable addition) set out the mutual expectations if you are registered and if you started working for us. This is why we are kindly requesting you to sign these conditions for approval.

1. Definitions

Certain terms are applied in these terms and conditions. These terms have the meaning set out in article 1 of the CLA.

Furthermore, these terms and conditions apply the following definitions:

- a. CLA:
The ABU Collective Labour Agreement for Temporary Agency Workers, including any future amendments to this CLA;
- b. secondment:
making you available to a Randstad client within the context of a secondment contract between you and Randstad;
- c. My Randstad:
the non-public section of the websites of Randstad Nederland BV and its subsidiaries, insofar accessible to you;
- d. Randstad:
Randstad Uitzendbureau bv, Randstad Resource Bedrijf Zakelijk bv, Randstad Direct bv, Randstad Payroll Direct bv, Randstad Detacherings Publiek bv, Randstad Employability bv, Randstad Industry bv, Randstad Inhouse Resources bv, Randstad Onderwijs BV, Randstad Technoflex bv, Randstad Transport bv, Randstad HR Solutions bv and any other subsidiary of Randstad Nederland bv that provides temporary assignments or secondments in a similar way, and does not conclude any other Terms and Conditions of temporary assignments and/or secondments with its employees;
- e. temporary assignment:
making you available to a Randstad client within the framework of a temporary assignment contract with an agency clause between you and Randstad;
- f. explicit:
in electronic format, such as via email or My Randstad, made available or prepared in writing.

2. Applicability

1. These terms and conditions and the CLA are applicable on the registration and any temporary assignment contract/contracts between you and Randstad.
2. If there is a temporary assignment contract between you and Randstad, the most recent version of Randstad's Personnel Manual applicable to you shall apply (including any applicable addition on this manual). If you have a contract with an agency clause, the provisions for temporary agency workers shall apply to you. If you have a secondment contract, the provisions for secondment workers shall apply to you. Randstad shall reserve the right of unilateral amendment of the Personnel Manual (and its additions for the specific target groups).
3. The copy of these terms and conditions you signed and the most recent version of the CLA are available on My Randstad.
4. When establishing these terms and conditions, the CLA applicable on 1 January 2018 was taken as a reference. If some provisions in these terms and conditions and/or the Personnel Manual are no longer correct due to any amendments to the CLA, you must take the provisions of the - then prevailing - CLA as a reference.

3. The registration

The registration is free from obligations. The registration does not mean that Randstad must offer you work, or that you must accept a work offer.

4. The temporary assignment contract

4.1 Constitution of an agreement

1. The agreements on duration and content of each temporary assignment contract are explicitly confirmed to you by Randstad.

No temporary assignment contract will be concluded between you and Randstad unless Randstad explicitly confirms to you. The confirmation is made available in electronic format in My Randstad. You will receive an email as soon as a (new) confirmation is available in My Randstad. Please also regularly check My Randstad.

4.2 Phase system

1. Phase A:
the first 78 weeks during which you work for Randstad are referred to as Phase A in the CLA. Unless otherwise agreed and explicitly confirmed by Randstad, in Phase A you will (always) be employed by Randstad based on a temporary assignment contract with an agency clause for each contract.
2. Phase B:
If you continue working for Randstad after completing Phase A, or start working for Randstad again within 6 months of completing phase A, you enter Phase B. Unless otherwise agreed and explicitly confirmed by Randstad, you will in principle be offered a temporary secondment contract with Randstad. Phase B may take up to 4 years. During this 4-year period, a maximum of 6 secondment contracts may be concluded. For some target groups referred to in the CLA, phase B may last longer.
3. Phase C:
If you continue working for Randstad after completing Phase B, or start working for Randstad again within 6 months of completing phase B, you enter Phase C. In Phase C, you will be offered a permanent secondment contract.

4.3 The temporary assignment contract with an agency clause (Phase A)

1. The temporary assignment contract with an agency clause starts if you actually start the agreed work with Randstad's and the client's approval.
2. The temporary assignment contract with an agency clause is lawfully terminated (i.e. without any notice being required) if and as soon as the temporary assignment is terminated at the client's request. The temporary assignment contract with an agency clause is deemed to have terminated at the client's request if and as soon as you go on sick leave. Each temporary assignment contract with an agency clause is always lawfully terminated if:
 - upon completion of Phase A;
 - on the date you become eligible for the AOW state pension (unless otherwise agreed with and explicitly confirmed by Randstad).
3. Each temporary assignment contract with an agency clause is explicitly confirmed to you by Randstad. Furthermore, the confirmation also states the client's relevant details. The confirmation of the temporary assignment contract with an agency clause also contains the confirmation of the agreements made relating to the assignment. If you think that the confirmation of the secondment contract is not correct, please explicitly notify Randstad accordingly as soon as possible and **within 5 calendar days** at the latest. If you do not respond within this period, Randstad assumes your approval, which means that the confirmation is approved and the content of the relevant contract is then final.

4.4 The secondment contract (Phases A, B or C)

4.4.1 The temporary secondment contract (Phases A or B)

1. The temporary secondment contract starts at the date set out in the confirmation of the secondment contract or - if employment is continued after phase A with the approval of Randstad - upon the

- effective date of Phase B in accordance with the CLA.
2. Each secondment contract in Phase B or A is concluded for a period of 3 months, unless otherwise agreed with and explicitly confirmed by Randstad. Each temporary secondment contract in any case lawfully terminates:
 - Upon completion of Phase B;
 - On the date you become eligible for the AOW state pension, unless otherwise agreed with and explicitly confirmed by Randstad.
 3. The agreements on content and duration of each temporary secondment contract are explicitly confirmed to you by Randstad. If you think that the confirmation of the secondment contract is not correct, please explicitly notify Randstad accordingly **within 5 calendar days**. Please make use of the relevant button in My Randstad to do so. If you do not respond within this period, Randstad assumes your approval, which means that the confirmation is approved and the content of the relevant contract is then final.

4.4.2 The permanent secondment contract (Phase C)

1. The temporary secondment contract starts at the date set out in the confirmation of the secondment contract or - if employment is continued after phase B with the approval of Randstad - upon the effective date of Phase C in accordance with the CLA.
2. The secondment contract is concluded as a permanent contract during Phase C only.
3. The permanent secondment contract in any case lawfully terminates on the date you become eligible for the AOW state pension, unless otherwise agreed with and explicitly confirmed by Randstad.
4. Each permanent secondment contract is explicitly confirmed to you by Randstad. If you think that the confirmation of the secondment contract is not correct, please explicitly notify Randstad accordingly **within 5 calendar days**. The provisions referred to in article 4.4.1 paragraph 3 apply accordingly.

4.4.3 Trial period

1. Unless Randstad explicitly confirmed that no trial period or a shorter trial period is applicable, any Secondment contract is subject to a trial period of:
 - 1 month for secondment contracts longer than 6 months and shorter than 2 years;
 - 2 months for secondment contracts longer than 2 years.
2. During this trial period, both you and Randstad are entitled to cancel the secondment contract with immediate effect. This is subject to explicit notice of termination.
3. The second and subsequent secondment contracts are not subject to a trial period unless it concerns work of a different nature.

4.4.4 Resolutive conditions

1. Any secondment contract is lawfully terminated if and as soon as you do not, no longer, or not within the term agreed and explicitly confirmed by Randstad:
 - have the required professional qualification or registration;
 - have a diploma or certificate stated in the confirmation of the secondment contract;
 - have successfully completed a training or course stated in the confirmation of the secondment contract;
 - have a Statement of Good Conduct if required for the temporary assignment or secondment;
 - as apparent from the outcome of a pre-employment screening or integrity vetting, no longer fulfil the requirements relating to integrity, reliability and/or expertise applicable to performing the relevant client/clients' work;
 - comply with any condition reasonably imposed by Randstad and referred to in the confirmation of the secondment contract, without which a meaningful secondment at the relevant client/clients is not possible.
2. The confirmation of the secondment contract sets out the terms and conditions, if any, that are applicable, setting out further specifications of the applicable resolutive conditions.
3. If the secondment contract is concluded in the context of a learn/work process (vocational apprenticeship), the secondment contract lawfully terminates if and soon as:
 - the training contract between the educational institution and

you - for whichever reason - ends without having successfully completed the vocational training;

- the client does not have or no longer has a favourable assessment as referred to in Section 7.2.10 of the Education and Vocational Education Act.

4.4.5 Confirmation of secondment

1. During the term of your secondment contract, you may be seconded to various clients of Randstad. The specific agreements relating to each secondment are explicitly confirmed to you. Furthermore, the secondment confirmation also states the client's relevant details.
2. The agreements set out in the confirmation of the secondment apply exclusively for the relevant secondment with the relevant client. You will be notified of any intermediate changes to or additions to such agreements or details, generally via email and/or My Randstad.
3. If you think that the confirmation of the secondment contract is not correct, please explicitly notify Randstad accordingly as soon as possible and at the latest **within 5 calendar days**. If you do not respond within 5 days, Randstad assumes your approval, which means that the confirmation is approved and the content of the secondment agreements is then final.

5. Remuneration and payment

1. Your remuneration and other employee benefits are determined in accordance with the CLA.
2. In Phase A, you are entitled only to wage on hours actually worked, unless otherwise agreed with and explicitly confirmed by Randstad. This applies for both a temporary assignment contract with an agency clause and a secondment contract in Phase A.
3. During phases B or C, you are in principle entitled to the wage set out in the CLA on the minimum working hours and any hours worked at the instructions of Randstad or the client, both as agreed with you and as stated in the confirmation of the secondment contract.
4. Unless four-weekly payroll processing is agreed for a specific assignment, period or secondment, wages will be paid in the week following the end of each week in which you worked, or are entitled to wages, on the condition of submitting your time sheet in due time, i.e. on Mondays after the week worked before 8.30 a.m., unless the client is responsible for the submission of time sheets. Unless otherwise agreed for a specific assignment or secondment, you register your hours electronically via My Randstad. These time sheet accounts are provided to the client for inspection and approval. Payment is based on this time sheet system. The hours you did not work due to holidays, public holidays or – in the case of a secondment contract - sick leave, must also be registered. These hours are checked by Randstad. You are not entitled to payment of hours, allowances or mark-ups if not approved by the competent representative of the client and/or Randstad, unless you are able to prove otherwise. Rejection of time sheets may lead to subsequent corrections.
5. In derogation of the provisions of paragraph 4 of this Article, wages may be paid out one or two weeks later than agreed if the time registration cannot be processed until a later stage due to the client's time registration process (the so-called 'processing weeks'). If such a 'processing week' applies, this usually will be stated in the confirmation of the temporary assignment or secondment.
6. Depending on the pay-out frequency, a pay slip is made available in My Randstad on a weekly respectively four-weekly basis.

6. Pension

1. If and as soon as you fulfil the applicable conditions, you participate in the pension scheme applicable to you.
2. You approve your e-mail address being provided to the pension administrator, granting permission to this pension administrator to electronically provide all information relating to the pension scheme to you by signing these conditions.

7. Confidentiality

1. You are subject to mandatory confidentiality relating to all non-public information that you obtain in the context of the mediation by and/or temporary assignment contract/contracts with Randstad, including the ensuing temporary assignment contracts and secondments, about Randstad, its employees, its clients, its

personnel and other relations. You may exclusively use this information and disclose it to third parties in the context of and insofar as necessary for the inception and performance of a temporary assignment contract with Randstad and the work to be performed in that context for a Randstad client. The client may require a more specific confidentiality statement or agreement. You are committed to cooperating.

8. Intellectual property rights and industrial property rights

The intellectual property rights (for example copyright and patents) on the results of your work for a client are owned by that client. Insofar such rights are not already allocated to the client pursuant to legislation or a specific statement or agreement prepared by the client and signed by you, you are transferring all and any intellectual property rights and all underlying work and inventions that arose or arise during and/or in the context of any temporary assignment contract/contracts with Randstad, to Randstad free of charge, allowing Randstad to transfer these to the client in turn. Insofar for this transfer a specific legal instrument and/or other formalities are required, you hereby empower Randstad to sign the said legal instrument and/or carry out these formalities on your behalf and you hereby also state to be willing to grant all required cooperation to (further) bring about this transfer. Insofar legally permitted, you herewith waive any intellectual property rights and personality rights (in the sense of the Authors Act) towards Randstad, its clients and other third parties.

The client may require a more specific confidentiality statement or agreement. You are committed to cooperating.

9. Identification and starting work

1. You herewith state to have, and continue to have during any temporary assignment contract with Randstad, valid proof of identity, demonstrating you are entitled to work in the Netherlands (passport, ID card or the Dutch document for aliens). You will give Randstad and the client the opportunity to check the original proof of identity at their first request.
2. Randstad may choose you to supply them a copy of the proof of identity or you give Randstad the opportunity to make a copy/scan of your proof of identity, as soon as it is known that you, subject to the result of a possible screening, may be employed by a specific client or - should this occur at an earlier stage - as soon as you are given a secondment contract at Randstad. If unexpectedly no temporary assignment contract should be concluded between you and Randstad, these data are automatically removed from our system after four weeks.
3. Any secondment contract lawfully terminates if and as soon as you do not have, or no longer have, a valid residence permit and/or valid work permit, insofar legally required.
4. You must ensure that you are always able to identify yourself in the workplace based on valid proof of identity.

10. Mediating

1. If certain resources are made available to you, such as company clothing, a laptop or vehicle, you are expected to use and maintain these with due care in accordance with the applicable legislation

and regulations, and Randstad's and the client's instructions and rules. At the end of the temporary assignment or secondment, the resources must be returned in good order and in a good state to Randstad, the client or any third party assigned by the client.

2. If you do not comply with the provisions of paragraph 1, you are liable for any losses (including traffic fines) towards Randstad, the client and any relevant third parties.

11. My Randstad:

1. As soon as you apply to and/or register with Randstad, Randstad will create an account for you. If you have not yet activated this account, you should do so as soon as possible. Without an activated account, you have no access to the confirmation/confirmations of any temporary assignment contracts with Randstad.
2. The login details for My Randstad are personal and confidential. You may not disclose the login details to third parties, and not grant any third parties access to My Randstad. Randstad must be notified immediately of any loss, abuse or theft of private data, including the password.
3. By signing these terms and conditions, you agree to electronic statements and exchange of data relating to any temporary assignment contracts to be agreed with you, as amended, and other information relevant to the assignment or secondment.

12. Private data

1. You herewith declare that the details and documents you provided when applying or registering, in particular relating to your identity and the right to reside and work in the Netherlands, your address and other contact information, work experience history, education, training and courses attended, and availability, are correct and complete. You must always notify Randstad of any changes or additions to the data provided in due time. This includes expiration or revocation or an identity card or work permit. Also, Randstad will provide correct and complete information at your request relating to any transition fees paid out to you by one or more previous employers (excluding any fees deducted from this amount). Randstad may request this information directly or verify it with your previous employer/employers.
2. Randstad is responsible for processing the private data you provided or that was otherwise obtained by Randstad. Randstad will process your private data with due care. Randstad processes private data for correct compliance with legislation and its services to its employees and clients. Private data may be disclosed to third parties for such purposes, such as existing or potential clients, other subsidiaries of Randstad Nederland bv, organizations responsible for the administration of pension schemes or supplements to social security benefits and authorities responsible for anti-fraud action and fraud detection. Randstad processes private data in accordance with the relevant legislation and its own privacy policy. Please find more information relating to the privacy policy (including a more comprehensive description of the data to be processed, the purpose, processing methods and your rights) in the Privacy Statement on www.randstad.nl, the Personnel Manual and the PES Protocol (available on My Randstad)

You herewith state to have noted and agree with the content of the above conditions, the CLA, and the Personnel Manual.

Furthermore you hereby indicate:

- whether Randstad must apply the payroll tax credit:
yes / no *, as from _____ (date)
- if you have taken part in a pension scheme in accordance with the ABU CLA:
pension: yes / no *

**delete where not applicable*

- that you, in the event of the product Side Job, want that your holidays in excess of the statutory entitlement, ADV (if applicable) and, if you are eligible for AOW, your holiday allowance and reservation for official public holidays are paid in cash in the form of a gross supplement on the actual wage.

Name _____
Date of birth _____
BSN _____
Address _____
Zip code and residence _____
Telephone number _____

Date

Signature:

Signature legal representative agreement
confirmed:
(if employee is under age 16)
