

[Translation from Dutch]

ANNOUNCEMENT OF ORDER DECLARING VEDIOR SETTLEMENT BINDING

Order declaring Vedor settlement binding

By Order dated 15 July 2009 (referred to below as the 'Order'), the Court of Appeal of Amsterdam, the Netherlands, declared binding the collective settlement agreement between Randstad Holding N.V. (referred to below as 'Randstad'), the Dutch Association of Shareholders (*Vereniging van Effectenbezitters*, referred to below as the 'Shareholders' Association') and the *Stichting Uitvoer Vedor Schikking* foundation (referred to below as the 'SUVS') dated 26 September 2008, as amended by an additional agreement dated 2 February 2009 (referred to below as the 'Agreement'). The Order became irrevocable on 15 July 2009. The Agreement was concluded in connection with the events that took place on 30 November 2007, in which context there was an unexpected development in the price of the shares in Vedor N.V. (referred to below as 'Vedor') on the Euronext Amsterdam stock exchange (referred to below as the 'Shares'), which was accompanied by rumours in the media about exploratory discussions between Vedor and third parties with respect to a merger of their companies. Vedor was merged into Randstad by deed dated 30 June 2008. As a result, all of Vedor's rights and obligations were transferred to Randstad. The parties that are entitled to a remuneration under the Agreement comprise exclusively the legal entities that and natural persons who sold Shares on 30 November 2007 between 9 a.m. and 11.34 a.m. by placing one or more orders in the Euronext Amsterdam order book. The Agreement provides that each Entitled Party will receive an amount for each Share that he or she sold on 30 November 2007 between 9 a.m. and 11.34 a.m., equal to approximately 80% of the difference between the price at which the Entitled Party sold that share on 30 November 2007 between 9 a.m. and 11.34 a.m. and the opening price of the Share when trading resumed at 1.20 p.m., in the amount of EUR 15.80. However, the total amount owed to all the Entitled Parties jointly (referred to below as the 'Remuneration') may not exceed the amount of EUR 4,250,000 (referred to below as the 'Settlement Amount').

Obtaining Remuneration

Each Entitled Party who claims payment of a Remuneration under that Agreement must send a written request to Randstad by fully completing the form that has been made available at www.vediorschikking.nl and www.vediorsettlement.com. Entitled Parties who have given notice in a timely manner within the meaning of Article 7:908(2) and (3) of the Dutch Civil Code (*Burgerlijk Wetboek*) will be deemed to have revoked their earlier notifications if they give the written notification claiming a Remuneration in the manner indicated above.

The written request must:

- be addressed to Randstad, Attn Mr J. Miedema, PO Box 12600, 1100 AP Amsterdam, the Netherlands;
- contain a list of the numbers of shares that the Entitled Party sold and the time at which each share was sold;
- be accompanied by a copy of bank statements or other documentary evidence demonstrating the numbers of Shares that the Entitled Party sold and the time at which each of those Shares was sold;
- be signed by the Entitled Party;

- indicate the account number to which the payment must be transferred and all the information necessary to make payment (IBAN and comparable codes used for international payment transactions); and
- be received by Randstad no later than 1 March 2010 (referred to below as the ‘Closing Date’).

SUVS will pay the Remuneration owed to the Entitled Party from the Settlement Amount within three weeks after the Closing Date. No interest will be due on the Remuneration unless the above-mentioned term for payment has been exceeded, and in that case only in respect of the period in which that term has been exceeded, at the statutory interest rate provided for by law.

Consequences of the settlement being declared binding

As a result of the Court of Appeal declaring the Agreement binding, all Entitled Parties are bound by the Agreement. As a result they are entitled to claim a Remuneration, subject to the conditions contained in the Agreement. On the other hand, they are no longer entitled to bring a claim against Randstad themselves in connection with the events that took place on 30 November 2007.

Possibility to opt out

These consequences do not apply in respect of any Entitled Party who gives written notice that he or she does not wish to be bound by the Agreement. An Entitled Party who makes such a statement will not be bound by the Agreement, but he or she also will not be entitled to derive any rights from it. The statement, which must contain the name and address details, must be sent to the following civil-law notary: W.H. Bossenbroek, NautaDutilh, PO Box 7113, 1007 JC Amsterdam, the Netherlands. The Court of Appeal has set the term within which that statement must be sent at three months after 1 September 2009, and that term will therefore expire on 1 December 2009.

Expiry period

On the ground of the Agreement, the right to claim payment of a Remuneration will expire one year after the commencement of the day following the date on which the Entitled Party became aware that that claim became due and payable.

Right to inspect, copies and information

The Agreement and the Order may be inspected at the website of the Court of Appeal of Amsterdam, www.rechtspraak.nl/gerechten/gerechtshoven/Amsterdam/actualiteiten, and at the following websites, among others: www.vediorsettlement.com; www.vediorschikking.nl; www.vedior.com; www.randstad.com; www.v eb.net. A hardcopy or electronic copy of those documents may be requested free of charge from Randstad, PO Box 12600, 1100 AP Amsterdam, the Netherlands, Attn Mr J. Miedema, or by sending an e-mail to info@vediorschikking.nl. Entitled Parties may also ask to inspect those documents by sending a written request to the Court Registry of the Trade Division of the Court of Appeal. A request for that purpose should be addressed to the Court of Appeal of Amsterdam (Trade Division), Prinsengracht 436, 1017 KE Amsterdam, the Netherlands, Attn Ms I. Torn, quoting reference Vedior 200.015.289.

Randstad Holding N.V.
Dutch Association of Shareholders
Stichting Uitvoer Vedior Schikking