

ADDENDUM TO COLLECTIVE SETTLEMENT AGREEMENT

The parties named below:

1. **Randstad Holding N.V.**, a public limited liability company, having its registered office in Amsterdam (“**Randstad**”), as the legal successor by universal title of **Vedior N.V.**, a public limited liability company, having its registered office in Amsterdam (“**Vedior**”);
 2. **Vereniging van Effectenbezitters**, an association with full legal capacity, having its registered office in The Hague (“**VEB**”);
- and
3. **Stichting Uitvoering Vedior Schikking**, a foundation, having its registered office in Amsterdam (“**SUVS**”);

WHEREAS:

- (A) the parties entered into a settlement agreement (the “**Agreement**”) on 26 September 2008 pertaining to reimbursement of loss caused by an event within the meaning of Article 7:907(1) of the Dutch Civil Code;
- (B) on 6 October 2008, the parties filed a Petition with the Amsterdam Court of Appeal under Article 7:907 of the Dutch Civil Code to have the Agreement declared generally binding (the “**Petition**”);
- (C) it was recently established that the event within the meaning of Article 7:907(1) of the Dutch Civil Code – as referred to in Article 1.1 of the Agreement – needs to be clarified; and
- (D) in this Addendum the parties wish to further explain to what event within the meaning of Article 7:907(1) of the Dutch Civil Code the Agreement relates.

Article 1 – The event to which the Agreement relates

- 1.1 The parties are in agreement, and intended to record in the Agreement, that the Agreement was concluded in connection with the account of the

facts to be described below. That account of the facts must be regarded as a description of the event within the meaning of Article 7:907(1) of the Dutch Civil Code:

On 30 November 2007, a sudden movement occurred in the price of the shares in Vedior, listed at the Euronext Amsterdam stock exchange (the “**Shares**”).

On 30 November 2007, at the start of trading (9 a.m.), the price of the Shares was EUR 12.36. Around 10.45 a.m. the news media reported rumours about a possible transaction in which Vedior was allegedly involved. At that moment the price of the Shares was EUR 13.63.

On 30 November 2007, at 11.34 a.m., at the request of the AFM (Netherlands Authority for the Financial Market), the trade in the Shares was suspended. Immediately prior to the suspension of trading, the price of the Shares was EUR 15.25. During the suspension of trading, by press release of 12.16 p.m., Vedior announced that it was conducting exploratory talks with Randstad about a merger of the two companies, possibly by means of a public takeover bid to be made on the Shares by Randstad. On 30 November 2007, at 1.20 p.m., trading in the Shares was resumed. The opening price after trading had been resumed was EUR 15.80.

By letter dated 11 December 2007, VEB held Vedior liable for the loss (loss of profit) that had allegedly been incurred by holders of the Shares who sold the Shares on 30 November 2007 before the suspension of trading at 11.34 a.m., on the grounds that Vedior on 30 November 2007 allegedly failed to fulfil in a timely manner its duty of disclosure under the Financial Supervision Act. VEB invited Vedior in that same letter to consult within the meaning of Article 3:305a(2) of the Dutch Civil Code. By letter dated 13 December 2007 Vedior replied that it was willing to conduct exploratory talks, but without acknowledging any liability.

On 17 December 2007, exploratory talks took place between Vedior and VEB. Vedior and VEB reached agreement during a follow-up meeting on 31 January 2008 on the outlines of an out-of-court arrangement, which outlines were announced by Vedior and VEB in a press release of 1 February 2008 (Exhibit 3 to the Petition).

The out-of-court arrangement was later elaborated and recorded in the Agreement. The Agreement was submitted as Exhibit 4 to the Petition.

Signed in triplicate originals on the dates stated below:

Randstad Holding N.V.:

____ February 2009

Name: Ben Notenboom

Signature: _____

Vereniging van Effectenbezitters:

____ February 2009

Name: Jan Maarten Slagter, Director

Signature: _____

SUVS:

____ February 2009

Name: J.M. van de Luijtgaarden, Director A

Signature: _____

Name: A.A.E. Rietveld, Director B

Signature: _____

Name: M.J. Kroeze, Director C

Signature: _____