

Announcement with respect to the Randstad/Vedior settlement

on the ground of Article 1013(5) of the Dutch Code of Civil Procedure (*Wetboek van Burgerlijke Rechtsvordering*), with regard to a hearing in respect of the Petition to have the Agreement concluded by Randstad, VEB and SUVS declared binding.

Introduction

- On 30 November 2007 an unexpected movement occurred in the price of the shares in Vedior N.V. (referred to below as '**Vedior**'), listed on the Euronext Amsterdam stock exchange (referred to below as the '**Shares**'), which was accompanied by rumours in the media about exploratory discussions between Vedior and third parties with respect to a merger of Vedior's companies with third parties.
- As Vedior and the Dutch Association of Shareholders (*Vereniging van Effectenbezitters*, referred to below as the '**Shareholders' Association**') announced in a press release dated 1 February 2008, Vedior and the Shareholders' Association reached an amicable settlement on that same date. The only parties that are entitled to compensation in accordance with that settlement (referred to below as the '**Entitled Parties**') are all the natural persons who and legal entities that sold Shares on 30 November 2007 between 9 a.m. and 11.34 a.m. by placing one or more orders in the order book of Euronext Amsterdam.
- The amicable settlement provides that each Entitled Party will receive an amount per Share equal to approximately 80% of the difference between the price at which the Entitled Party sold that Share and the opening price of the Share when trading resumed at 1.20 p.m., i.e. € 15.80; however the total amount due to the Entitled Parties may not exceed the amount of € 4,250,000 (referred to below as the '**Settlement Amount**').
- By deed dated 30 June 2008 Vedior was merged into Randstad Holding N.V. (referred to below as '**Randstad**'). As a result all Vedior's rights and obligations were transferred to Randstad.
- On 26 September 2008 Randstad and the Shareholders' Association entered into a settlement agreement in which the amicable settlement was elaborated and laid down (referred to below as the '**Agreement**'). The *Stichting Uitvoering Schikking Vedior* foundation (referred to below as '**SUVS**') is also a party to the Agreement, and SUVS has undertaken to carry out the amicable settlement. On 2 February 2009, Randstad, SUVS and the Shareholders' Association executed an addendum to the Agreement in which the event that has led to the Agreement is described in more detail.
- As was announced in the press release dated 1 February 2008, Randstad and the Shareholders' Association submitted a Petition to the Court of Appeal of Amsterdam, the Netherlands (referred to below as the '**Court of Appeal**'). They submitted the Petition together with SUVS. In the Petition they requested the Court of Appeal to declare that the Agreement is binding on all the Entitled Parties.
- The Court of Appeal has scheduled a hearing in respect of the Petition to have the Agreement declared binding. That hearing will be held at 10 a.m. on 20 May 2009. The hearing will be held in the courthouse located at Prinsengracht 436 in Amsterdam, the Netherlands.
- The Entitled Parties and interest groups are hereby called to attend the hearing. Below they will find important information about the Agreement, the consequences if the Petition is granted, the possibility to opt out and inspect the Petition and related documents, Statements of Defence and the procedures to be followed during the hearing.

A short description of the Agreement

Briefly stated, the Agreement stipulates:

- who is deemed to be an Entitled Party, i.e. a party entitled to compensation under the Agreement;
- that every 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., i.e. € 15.80;
- that the total amount owed to the Entitled Parties may not exceed the Settlement Amount of € 4,250,000 and that if there is a threat that the Settlement Amount will be exceeded the compensation that is still due thereafter may be decreased proportionately;
- the manner in which and the time at which an Entitled Party must bring his or her claim for compensation;
- the manner in which and the time at which SUVS will make payment to the Entitled Parties;
- that a dispute committee will be established, which will hear and decide on any disputes between the Entitled Parties and SUVS with respect to the performance of the Agreement; and
- that the costs related to the performance of the Agreement will be paid by Randstad by means of a one-off contribution to SUVS.

Consequences if the Petition is granted and opt out

If the Petition is granted and the Court of Appeals declares that the Petition is binding by means of an irrevocable order, all the Entitled Parties will be bound by the Agreement. As a result they will be able to claim compensation subject to the conditions contained in the Agreement. On the other hand, they will no longer be able to bring an independent claim against Randstad in connection with the events that took place on 30 November 2007.

That does not apply with respect to Entitled Parties who have stated,

within a term to be set by the Court of Appeals, that they do not wish to be bound by the Agreement (referred to below as an '**Opt Out**'). The Agreement provides for how Entitled Parties can use an 'Opt Out Statement' to declare that they do not wish to be bound by the Agreement.

If the Court of Appeals declares that the Agreement is binding, Randstad, VEB and SUVS will issue a separate announcement in which they will provide information regarding the manner in which Entitled Parties can claim compensation under the Agreement and how they can use an Opt Out Statement to declare that they do not wish to be bound by the Agreement. That announcement will also indicate the terms within which those acts must be performed. It is not yet possible to issue an Opt Out Statement.

Right to inspect the Petition and related documents

The Petition and all related attachments, any Statements of Defence, the documents related to the case and the official reports are available for inspection at the Registry of the Court of Appeal of Amsterdam, located at Prinsengracht 436 in Amsterdam, upon written request. Those documents will also be placed on the following websites:

- www.rechtspraak.nl
- www.vedior.com
- www.randstad.com
- www.veb.net
- www.vediorschikking.com
- www.verdiorsettlement.com

At those websites you will also find a more extensive call to appear, which was sent to the Entitled Parties who were known by name.

Statements of Defence

Any interested party may submit a Statement of Defence in respect of the Petition to have the Agreement declared binding on all the Entitled Parties. Such Statements of Defence must be submitted no later than 22 April 2009. Interested parties in any event include:

- Entitled Parties; and
- foundations or associations that have full legal capacity and that represent, in accordance with their Articles, the interests of persons on whose behalf the Agreement was concluded (interest groups).

The following requirements must be met:

- Statements of Defence must be submitted in Dutch;
- seven copies of the Statement of Defence must be submitted;
- Statements of Defence must be submitted by a lawyer; and
- a copy must also be sent simultaneously to the Petitioners' lawyers.

Call to appear at the hearing and procedures

The Court of Appeals will handle the Petition and any Statements of Defence that are submitted at a public hearing to be held at 10 a.m. on Wednesday, 20 May 2009 in the courthouse located at Prinsengracht 436 in Amsterdam. You can find directions to the courthouse at www.rechtspraak.nl. You are kindly requested to come by public transport. It is very difficult to park in the vicinity of the courthouse.

All persons on whose behalf the Agreement was concluded and the above-mentioned foundations and associations are hereby called to be present on the above-mentioned date(s) of the hearing. It is not necessary to be present at the hearing to enforce your right to Opt Out, and your presence is not mandatory either.

You and/or your lawyer may be present at the hearing and you or your lawyer will be given an opportunity to respond at the hearing to the Petition to declare the Agreement binding on all the Entitled Parties. If you would like to speak at the hearing in a language other than Dutch you may do so provided that you have a professional interpreter with you to translate what you say into Dutch. If you or your lawyer would like to speak at the hearing, you or your lawyer must so inform the Court of Appeals in writing no later than 29 April 2009. In principle you will be permitted to speak for a maximum of 15 minutes. If you wish to have more time you must so inform the Court of Appeals by that same date, in writing, stating how much time you would like to have and the relevant reasons. The Court of Appeals is not required to allow extra speaking time. The Court of Appeals will not allow any speaking time if a notification or request as referred to above is not submitted in a timely manner. You are also kindly requested to give written notice by 29 April 2009 if you would like to attend the hearing but do not wish to speak. The above-mentioned notifications and requests must be sent to the postal address of the Court of Appeals: PO Box 1312, 1000 BH Amsterdam, for the attention of mr. I. Torn. Please indicate reference Vedior 200.015.289 in your notification or request.

The Court of Appeal may change the date or location of the hearing without prior notice, in which case the Court of Appeals will publish the change on its website. Supplementary information about the hearing may also be published on that website.