

1 Acceptance of Terms

1.1 In the Netherlands RiseSmart Technology is provided to you by Randstad. Randstad ("Randstad") provides its Service (as defined below) to you through its web site located at www.risesmart.com/nl-nl (the "Site"), subject to this Terms of Service agreement ("TOS"). By accepting this TOS or by accessing or using the Service or Site, you acknowledge that you have read, understood, and agree to be bound by this TOS. If you do not agree with this TOS, you must not accept this TOS and may not use the Service.

1.2 Randstad may change this TOS from time to time without prior notice. The revised terms and conditions will become effective upon posting and if you use the Service after that date, your use will constitute acceptance of the revised terms and conditions. If any change to this TOS is not acceptable to you, your only remedy is to stop accessing and using the Service.

2 Description of Service

The "Service" includes (a) the Site, (b) Randstad's outplacement and career management services, and other related services (including file management and analytics services), and related technologies, and (c) all software (including the Software, as defined below), materials, portals, recommendations, job leads, data, reports, text, images, sounds, video, analytics and other content made available through any of the foregoing (collectively referred to as the "Content"). Any new features added to or augmenting the Service are also subject to this TOS.

3 General Conditions/ Access and Use of the Service

3.1 Subject to the terms and conditions of this TOS, you may access and use the Service only for lawful purposes. All rights, title and interest in and to the Service and its components will remain with and belong exclusively to RiseSmart. You shall not (a) sublicense, resell, rent, lease, transfer, assign or otherwise commercially exploit or make the Service available to any third party; (b) use the Service in any unlawful manner (including without limitation in violation of any data, privacy laws) or in any manner that interferes with or disrupts the integrity or performance of the Service or its components, (c) modify, adapt or hack the Service to, or otherwise attempt to gain unauthorized access to the Service or its related systems or networks; or (d) use any Content on other websites or any media (e.g., a networking environment). You shall comply with any codes of conduct, policies or other notices Randstad provides you or publishes in connection with the Service, and you shall promptly notify Randstad if you learn of a security breach related to the Service. In addition, when using certain services, you will be subject to any additional terms applicable to such services that may be posted on the Service from time to time, including, without limitation, RiseSmart's Privacy Policy.

3.2 Any software that may be made available by Randstad in connection with the Service ("Software") contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Subject to the terms and conditions of this TOS, Randstad hereby grants you a personal, non-transferable, non-sublicensable and non-exclusive right and license to use the object code of any Software on a single device solely in connection with the Service, provided that you shall not (and shall not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code or sell, assign, sublicense or otherwise transfer any right in any Software. You agree not to access the Service by any means other than through the interface that is provided by Randstad for use in accessing the Service. Any rights not expressly granted herein are reserved and no license or right to use any trademark of Randstad or any third party is granted to you in connection with the Service.

3.3 You are solely responsible for all data, information, feedback, suggestions, text, content and other materials that you upload, post, deliver, provide or otherwise transmit or store (hereafter "transmit(ing)") in connection with or relating to the Service ("Your Content"). You hereby represent and warrant that Your Content transmitted by you with respect to the Service will be accurate, true and complete (including with respect to your resume, biographical data and employment information, if you are using the Service as a job seeker).

Randstad may assume that this is the case with its services. Randstad is authorized, but not obliged, to change, delete or supplement information including information from users that is not correct or complete without prior notice. It is not permitted to send or post messages and / or to upload material with a misleading, abusive, discriminating or otherwise unlawful or - in the opinion of Randstad - indecent or unnecessarily offensive content. Randstad reserves the right not to post such messages and / or uploads or to delete or change without prior notice.

You are responsible for maintaining the confidentiality of your login, password and account and for all activities that occur under your login or account. RiseSmart reserves the right to access your account in order to respond to your requests for technical support.

Randstad takes security measures to prevent unauthorized access to and use of data in the service. Please be aware that it is impossible to completely avoid or prevent that your data is used unauthorized and / or unlawful or unintentionally affected or lost.

Randstad therefore accepts no liability if your data, despite the measures taken, are unintentionally affected or lost or unlawfully or unauthorizedly inspected and / or, unless this is due to the gross negligence or intent of Randstad.

3.4 You understand that the operation of the Service, including Your Content, may be unencrypted and involve (a) transmissions over various networks, (b) changes to conform and adapt to technical requirements of connecting networks or devices, (c) transmission to RiseSmart's third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to operate and maintain the Service, and (d) transmission to other third parties in connection with the provision to you of the Service. Accordingly, you acknowledge that you bear sole responsibility for adequate security, protection and backup of Your Content. RiseSmart will have no liability to you for any unauthorized access or use of any of Your Content, or any corruption, deletion, destruction or loss of any of Your Content.

3.5 If you are a job seeker, you further agree to use your own judgment, caution, and common sense in managing job opportunities and information offered by or obtained through the Service and that you bear the sole risk of any reliance or use of any Content (including any job leads or recommendations) provided through the Service.

3.6 You acknowledge that a company client of Randstad may engage Randstad to assist its current and/or former employees' search for employment through the Service ("Company Client Engagements"). If you are using the Service pursuant to a Company Client Engagement, Randstad may make available to the company client progress reports and other information that identify you and indicate the status of your use of the Service, the scope of your use of the Service, your milestone progress and status in job search, your customer satisfaction or other feedback relating to the Service, in each case individually or in an aggregated manner. Please see RiseSmart's Privacy Statement for more information regarding RiseSmart's collection, use and sharing of information provided by you and company clients in connection with Company Client Engagements.

3.7 If you are using the Service pursuant to a Company Client Engagement, you acknowledge that the Service made available to you will in no event exceed the scope, duration or other limits of the Company Client Engagement pursuant to which you are granted access to the Service.

3.8 You agree that Randstad (a) may establish general rules and limits concerning use of the Service, including without limitation the maximum period of time that Content will be retained by the Service and the maximum storage space that will be allotted on your behalf, (b) Randstad has no responsibility or liability for the deletion or failure to store any Content maintained by or uploaded to the Service, and Randstad (c) may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (i) comply with legal process, applicable laws or government requests; (ii) enforce this TOS; (iii) respond to claims that any Content violates the rights of third parties; or (iv) protect the rights, property, or personal safety of Randstad, its users and the public.

4 Termination

You have the right to terminate your account at any time in accordance with the procedures set forth on the Site or provided to you separately, where applicable. If you are using the Service pursuant to a Company Client Engagement, you acknowledge that your access to such Service will expire upon the expiration or termination of the Company Client Engagement. Randstad reserves the right to (i) modify or discontinue, temporarily or permanently, the Service (or any part thereof) and (ii) refuse any and all current and future use of the Service, suspend or terminate your account (any part thereof) or use of the Service and remove and discard any of Your Content in the Service, for any reason, including if RiseSmart believes that you have violated this TOS. Randstad shall not be liable to you or any third party for any modification, suspension or discontinuation of the Service.

You can not use the service as a repository for unique data or back-up. The information on the service is not shown and saved for you indefinitely. You must take care of an adequate back-up of data yourself. You are also responsible for compliance with your storage obligations under law, regulation or agreement.

If you do not use the service for two years, we will delete your data after two years. You will be notified in advance. TIP: make sure that your data is adequately backed up on time

5 Disclaimers

Randstad is entitled (but not obliged) to adjust the service, for example regarding its business processes or technological developments. In addition, existing functionality can be adjusted, supplemented or deleted. Randstad will, where necessary and possible, inform you in advance about changes that have a significant impact on your collaboration with Randstad.

Randstad will make reasonable efforts to ensure the availability and quality of the service. However, Randstad does not guarantee

errors or omissions in the content and the undisturbed operation and availability of the service. Randstad is explicitly not responsible for malfunctions or reduced availability of the service due to force majeure (including malfunctions on the internet, hacking, denial of service attacks) and / or acts or omissions of you or third parties engaged by you and exclude any liability for this.

6 Limitation of liability

Randstad can not be held liable for indirect damage. Any liability will be limited to the amount paid for the service.

7 Indemnification

You shall defend, indemnify, and hold harmless RiseSmart from and against any claims, actions or demands arising or resulting from your breach of this TOS, any of Your Content, or your other access, contribution to, use or misuse of the Service.

8 Governing Law

This TOS shall be governed by the laws of the Netherlands. The District Court of Amsterdam will be competent in any disputes.

Apple-Enabled Software Applications RiseSmart offers Software applications that are intended to be operated in connection with products made commercially available by Apple Inc. ("Apple"), among other platforms. With respect to Software that is made available for your use in connection with an Apple-branded product (such Software, "AppleEnabled Software"). Randstad and you acknowledge that this TOS are concluded between Risesmart and you only and not with Apple.

If you have any questions, complaints or claims with respect to the Apple-Enabled Software, they should be directed to RiseSmart as follows: support@nl.risesmart.com RiseSmart, Diemermere 25, 1112 TC Diemen. RiseSmart and you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this TOS with respect to the Apple-Enabled Software, and that, upon your acceptance of the terms and conditions of this TOS, Apple will have the right (and will be deemed to have accepted the right) to enforce this TOS against you with respect to the Apple-Enabled Software as a third party beneficiary thereof.

9 Privacy

Through the service and when creating an account for the service, confidential information, including personal data, is processed. Randstad will treat your personal data confidentially. More information can be found in the RiseSmart Technology Privacy Statement.

Cooperation agreement

This cooperation agreement apply to the relationship between Randstad HR Solutions on the one hand and the participant in a program on the other. These rules stipulate what parties can expect from each other in relation to this program, as well as what rules they will observe in relation to each other.

The following definitions apply in these cooperation agreement:

Randstad HR Solutions: Randstad HR Solutions, a Randstad HR Solutions bv company, with its registered office in Amsterdam.

Program: the services of Randstad HR Solutions, consisting of guidance and / or employment mediation activities in the broadest sense of the word, such as coaching, career counseling, mediation to another

position with the same or another employer (outplacement) and re integration.

Participant: the natural person on behalf of whom Randstad HR Solutions - on the basis of an agreement to do so with the client - carries out the supervision and / or mediation activities. For the sake of readability, "he" is always talked about. This of course also means "she".

Client: the natural or legal person with whom the participant is or was employed, or the benefits agency, who uses the services of Randstad HR Solutions for the benefit of the participant.

Coach: the contact person of Randstad HR Solutions, who primarily provides the program for the participant.

Participation of the participant in the program is usually based on a CLA and / or Social Plan, law and regulations applicable to the client, or an individual agreement between the participant and the client. From these arrangements and / or agreements, the participant may have obligations with regard to the program process towards the client. Randstad HR Solutions is not a party to the aforementioned agreements and is not responsible and liable towards the participant for decisions and measures taken by the client as (former) employer of the participant. Randstad HR Solutions is not responsible towards the participant for any choices made by the client with regard to the duration and content of the program.

The coach will act independently and with integrity in the relationship with the participant and the client. In order to guarantee this independent position, Randstad HR Solutions will ensure that in its relationship with the client, no other interests than those of the execution of the program itself will play a role.

No costs for the program will be charged to the participant. These costs are charged by Randstad HR Solutions to the client. Travel, accommodation and postage costs incurred by the participant in connection with applications, attending meetings and / or other activities in the context of the program, will be borne by the participant, unless the participant and the client agreed that these costs will be reimbursed by the client.

Randstad HR Solutions will make every effort to make an optimal contribution to the objectives of the program indicated by the participant and the client. Randstad HR Solutions will refer the participant to other disciplines if and when this is desirable for the interests of the participant. The participant decides, if necessary after consultation with the client, whether indeed the other disciplines are being used. The costs of the services provided by other disciplines are for the account of the participant, unless it has been agreed between the participant and the client that these costs are reimbursed by the client.

Randstad HR Solutions will, as far as possible, try to prevent the change of the coach during (individual parts

of) the program, subject to the provisions of Article 9. However, Randstad HR Solutions cannot guarantee that the participant will always be supervised and / or mediated by the same coach. The participant has the right to change coach during the term of the program. If the participant wishes to change coach, he will submit a written - motivated - request to Randstad HR Solutions.

The duration of the program is agreed between Randstad HR Solutions and the client. Randstad HR Solutions is not at liberty to unilaterally restrict, suspend or terminate the program during the assignment, unless a circumstance as referred to in articles 9 to 11 of this cooperation agreement or the client does not fulfill his obligations towards Randstad HR Solutions (in time). The participant is not obliged to fully complete the program towards Randstad HR Solutions. However, the participant must take into account that an interruption or premature termination of the program due to the fault or actions of the participant may lead to measures or penalties by the client with regard to the employment contract / employment conditions (including possibly due by the client reimbursements) and / or the payment of the participant. Randstad HR Solutions is not responsible for such consequences.

The participant is expected to have a good motivation and maximum commitment to realize the objectives of the program. Among other things, this means that, except in cases of force majeure, he will participate in a constructive manner in all aspects of the program. If the participant is unable to attend any meeting or activity (including a meeting with the coach) due to illness, incapacity for work, holidays or other special circumstances, he must say so within 24 hours before the start of the event. This obligation to report to Randstad HR Solutions does not affect the obligation of the participant to report sick and / or request leave from the client and / or the benefits agency. Randstad HR Solutions is entitled to register the (reason of) absence and to inform the client of this, with due observance of the provisions of article 12 if the guidance and mediation is (partly) aimed at finding another suitable job (at the client or elsewhere), the participant is expected to actively apply for and respond to offers for suitable positions, as described in (i) the collective labor agreement, social plan and / or other contractual arrangements applicable to the participant. candidate and client, ii) laws and regulations (including policy rules of benefits agencies and case law) and / or iii) contractual agreements between the participant and Randstad HR Solutions. Depending on the agreements with the client, this may also mean that the participant takes up a position of a temporary nature, a position at a lower level and / or a position with a lower salary.

If the participant repeatedly fails to follow the advice of the coach, shows insufficient motivation or otherwise does not comply with the obligations described in this cooperation agreement, Randstad HR Solutions has the right to call in another coach- unless otherwise agreed with the client, or to suspend or terminate the program unilaterally - in whole or in part. Randstad HR Solutions will not proceed until it has discussed its intention to do so with at least one colleague coach, the participant and the client. A decision to limit, suspend or terminate is confirmed in writing to the participant and the client.

The participant and the client are expected to provide the coach - within the limits of the General Data Protection Regulation (GDPR) and related laws and regulations - with all data that are relevant in the context

of the program. Randstad HR Solutions assumes that the information provided is accurate and complete. If it later appears that this has not been the case and this is an impediment to the program, Randstad HR Solutions has the right to restrict, suspend or terminate the program - in whole or in part.

Randstad HR Solutions is entitled to suspend the program in whole or in part if the participant is unable to (actively) take part in (parts of) the program due to illness, pregnancy and / or other special circumstances. Randstad HR Solutions will not proceed to suspension until it has discussed its intention to suspend with the participant and the client. The CLA, Social Plan, other agreements with the client or law and regulations (including policy rules) applicable to the participant may stand in the way of suspension of the program.

Randstad HR Solutions has a Privacy Policy and will comply with the content of this policy, the General Data Processing Regulation (GDPR) and related laws and regulations during the program. The details of the participate will be treated confidentially. Randstad HR Solutions is - with due observance of the aforementioned - entitled to periodically inform the client about the plan of action, the progress and the outcome of the program. The participate has the right to view these reports, insofar as they relate to his person, and to receive a copy of them if requested. In exceptional cases Randstad can, on the basis of legal obligations, provide information to third parties without the consent of the participate. Of course Randstad will inform the participate about this. The coach will encourage the reporting with the client to be discussed in the presence of the participate, if this is important for the progress of the program.

Randstad HR Solutions has a complaints / disputes regulation. These regulations indicate how the participant can raise complaints about the actions of Randstad HR Solutions. The regulations are visible on [Randstad.nl](https://www.randstad.nl). The existence of a complaints procedure at Randstad HR Solutions is without prejudice to any complaints regulations applicable to the client, including complaints procedures in the context of a CLA or Social Plan. In the unlikely event that the handling of the complaint through the regular dispute settlement has not led to a satisfactory solution, the participant is free to appeal to the Oval.