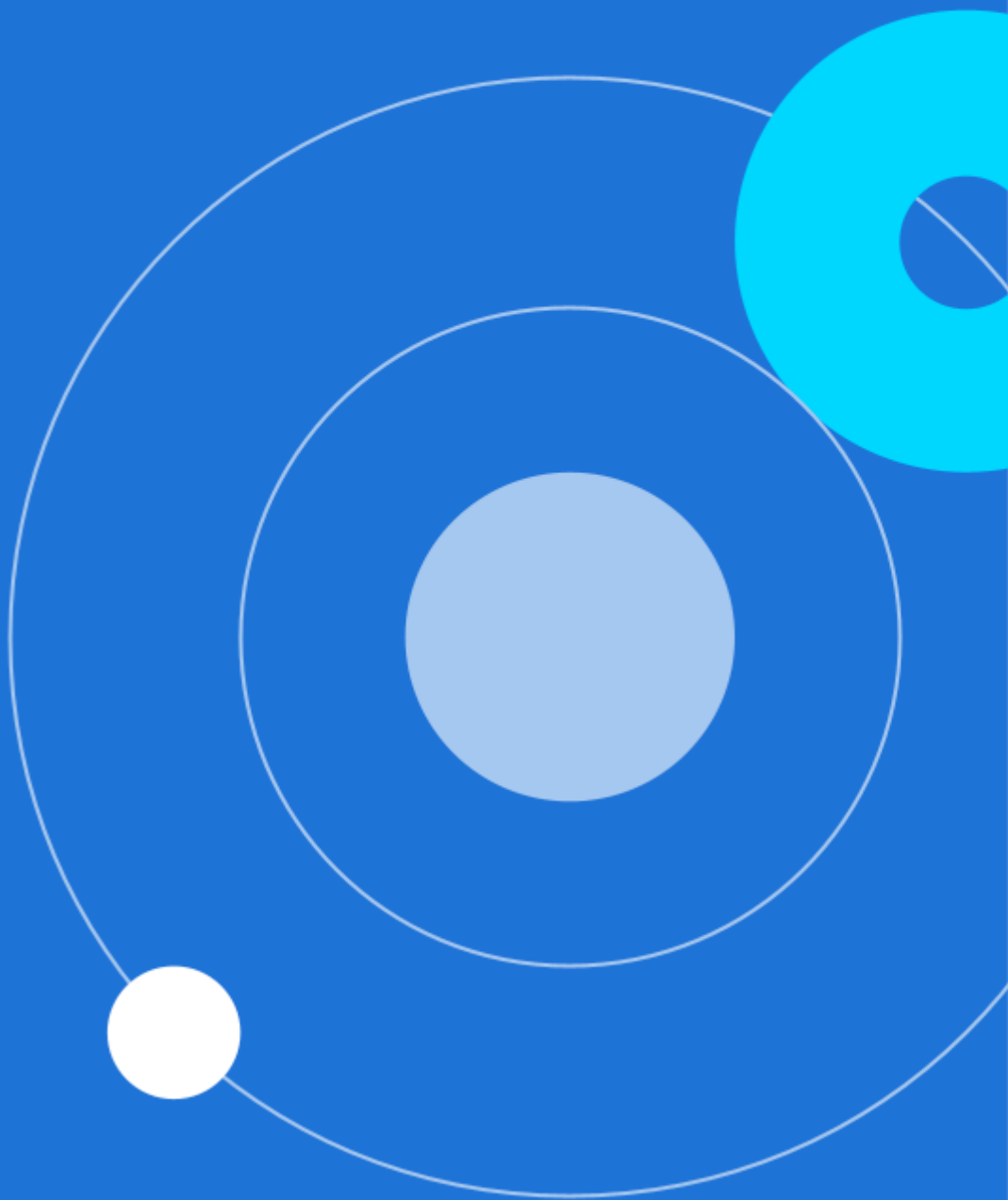


interim services

general contract conditions.



general randstad empleo ETT, S.A. terms for the provision of interim services.

1. purpose

RANDSTAD EMPLEO EMPRESA DE TRABAJO TEMPORAL, S.A. with registered address at [Calle Vía de los Poblados 9, Edificio B, planta 4ª, 28033 Madrid](#), holding Tax ID Number (CIF): A-80652928 (hereinafter, "RANDSTAD"), is a commercial entity that trades in Temporary Staffing Agencies, for which purpose it holds Administrative Authorisation number 79/0123/97, and is equipped with the necessary technical and human resources.

The purpose of this document (hereinafter, the "GENERAL TERMS") is defined according to the terms and conditions that must govern RANDSTAD's selection and later provision of qualified technicians, middle and senior management, and executives (Interim Services) for "THE CLIENT", with a contractual proposal or offer from RANDSTAD having been previously accepted and signed (hereinafter, "THE CONTRACT").

2. staffing services contracts

In order to comply with the current guidelines that regulate temporary working activities, the Parties will sign a SSC (CPD) for each worker that RANDSTAD makes available to THE CLIENT once the selection process has concluded. Staffing services contracts will be adjusted to the model in force at RANDSTAD at all times. To consult the terms and conditions of the current provision contract model, [click here](#).

As such, all aspects of RANDSTAD making workers available to THE CLIENT that are not expressly regulated by THE CONTRACT will be governed by these staffing services contract clauses as referred to in the previous paragraph.

Prior to signing each contract, THE CLIENT will issue RANDSTAD the corresponding worker availability request, which must include the following terms:

- Position the worker will cover.
- Professional category of the worker.
- Reason, cause, or assumption for staffing services.
- Functions to be performed.
- Specific training for the position.
- Occupational risk assessment for the position and work location, inherent risks of the position, and specific safety measures.
- Specifications in terms of health monitoring.
- Staffing duration.
- Workday and schedule.

- Gross annual salary of the worker based on his or her professional category, as per the collective agreement applicable to THE CLIENT, including Base Salary, Agreement Bonuses, Proportional Part of Extra Payments, and Vacations, as well as voluntary increases, if any RANDSTAD will address each staffing services request made by THE CLIENT as soon as possible, and as diligently as possible, depending in all cases on the level of complexity that the selection of such workers represents in function of the specific position that must be covered for each request made.

3. cost

The final cost of the staffing services contracts will be established in THE CONTRACT.

In each case, the cost to be calculated will result from applying the multiplying factor to the compensation provided by THE CLIENT for the positions, and to all other monetary compensation/information and/or payments that are reported. The costs for professional groups not included in the table will be calculated according to the parameters that RANDSTAD has applied to the calculation of the costs indicated here.

The final cost resulting from the application of said rate includes the following items:

- Recruitment and candidate selection.
- Worker hiring and administration.
- Worker compensation for all salary items.
- Worker compensation at the end of the contract.
- Pro rata of extra pay.
- Pro rata of vacation pay (unless otherwise indicated).
- Social Security contributions.
- Temporary Staffing Collective Agreement on workplace accident insurance.
- Compulsory training.

The costs stated will increase according to bonuses and any other salary items that RANDSTAD is legally required to pay to workers made available at any time other than those previously listed.

Also not included in the costs mentioned is the amount corresponding to Value Added Tax or any other taxes, fees, or duties that may be implemented in the future to tax staffing services contracts and/or THE CONTRACT, which will be included in and charged to the invoices that RANDSTAD issues to THE CLIENT at the tax rate in effect at all times.

Said costs will be increased according to the average variation to the Consumer Price Index during the twelve months immediately prior according to the official Spanish National Statistics Institute publication, or that of another Official Authority in its place, on the 1st of January of each year that the contractual proposal or offer remains valid. Notwithstanding the foregoing, regardless of the duration of the contractual proposal or offer, the costs will also be reviewed and increased by RANDSTAD in accordance with variations in the hiring costs or Social Security costs resulting from the collective agreements applicable at any time to workers, and/or Social Security contributions, the amendment of any existing regulations, or any other circumstances that are beyond the control of RANDSTAD and result in an increase of these costs. THE CLIENT must pay the revised costs due to an increase in the costs that are continuously referred to from the moment that this increase is paid by RANDSTAD.

The cost review will occur in accordance with the variation in the Consumer Price Index once the competent official authority publishes said information. This is retroactive to the 1st of January immediately prior to the date of the aforementioned publication.

In the event that the increase in hiring costs or Social Security costs are applied retroactively because it is so determined in the applicable collective agreement and/or any compulsory regulation, RANDSTAD will review the costs in the same way.

RANDSTAD remains free to review costs at any time after the circumstance arises for which said review occurs.

The sum agreed upon in THE CONTRACT does not include expenses corresponding to the placement of advertisements that the parties have agreed upon, where applicable, that may appear in a means of communication and/or a format and/or size other than that determined by RANDSTAD. Also excluded is the set price for any extraordinary expenses that RANDSTAD incurs as a result of providing the service. The expenses mentioned will be charged to THE CLIENT in any of the invoices that RANDSTAD issues for the provision of the services, or in any other invoice that is issued to that effect, following prior authorisation from THE CLIENT.

4. method of payment

Randstad will issue a monthly invoice based proportionally on the time that the worker remains active during the month billed according to that stipulated in the contract, including breaks and paid leave that must be paid according to regulations in effect.

RANDSTAD will bill the client company for worker absences by applying the rate set in THE CONTRACT to the cost that RANDSTAD incurs as a result of said absenteeism.

THE CLIENT will pay the amount stated on the invoice to RANDSTAD by direct debit or bank transfer within a period of 30 calendar days following the invoice date, or within the period established in THE CONTRACT. Said payment shall be made according to RANDSTAD's indications to THE CLIENT.

A failure to pay or, if applicable, late invoice payment will entitle RANDSTAD to claim the full amount of the unpaid invoices plus the amount resulting from adding late payment interest, as established by Law 3/2004 dated 29 December, which establishes measures to fight against late payment in commercial transactions, or the regulation in effect that may replace it at any time.

5. staffing service selection process cancelation

If the client company decides to cancel the request once the staffing service selection process has started and before the contract takes effect, RANDSTAD will invoice the amount established as the "CANCELLATION FEE" for this purpose in THE CONTRACT.

It will be understood that THE CLIENT has cancelled the selection process for all purposes when:

- i) two months have passed since the candidates were sent or presented and the client has failed to communicate their decision to RANDSTAD within said period.
- ii) THE CLIENT intends to change the conditions of the requested position or profile.
- iii) THE CLIENT communicates that the selection process and subsequent staffing service are no longer necessary, regardless of the reason.

6. compliance with minimum staffing services contract duration

If, regardless of the reason, the staffing services contract is interrupted and/or completed before the minimum duration agreed upon in THE CONTRACT has lapsed, RANDSTAD will invoice the client company for the amount included in THE CONTRACT for these purposes as line item EARLY CANCELTION FEE for each month of unfulfilled contract, unless RANDSTAD signs a new staffing services contract for the same position for the set minimum time remaining.

In the event that RANDSTAD must bear the costs of void and/or wrongful dismissal when faced with a staffing services contract termination and/or conclusion, including severance pay, all of the aforementioned costs will be charged in full to THE CLIENT in any of the invoices that RANDSTAD issues for the provision of services, or in any other invoices that it issues for these purposes.

7. client incorporation of candidates randstad presents to the client

Notwithstanding that previously stipulated, THE CLIENT is expressly required to immediately report to RANDSTAD regarding the hiring of any candidate RANDSTAD has presented, which must always be reported prior to incorporation.

For the purposes stated here, THE CLIENT will be considered to have hired a candidate when their hiring is of a commercial or working nature, and/or any other nature, regardless of the position that the candidate will ultimately hold, as well as when hiring is done by THE CLIENT and/or any company included in the same business group to which THE CLIENT belongs. In this case, RANDSTAD will bill for the SELECTION FEE established in THE CONTRACT.

Furthermore, both parties agree that if a candidate presented by RANDSTAD is hired within 12 months following the candidate presentation date, RANDSTAD will have the right to issue an invoice for the SELECTION FEE established in THE CONTRACT, therefore requiring that THE CLIENT pay 100% of said invoice.

If the candidate's hiring is completed according to the previously stated terms without THE CLIENT having informed RANDSTAD prior to incorporation, RANDSTAD will have the right to receive full compensation plus an additional 50% penalty applied to said compensation.

With regard to the previously indicated provisions, the general terms for providing personnel selection services in effect at the time that the candidate presented by RANDSTAD is incorporated will apply. [Click here](#) to consult current general contract terms in effect.

8. guarantee

Each selection process set by signing the corresponding CONTRACT has a guarantee period of six months counting from the date on which the finalist candidate is made available, unless a different guarantee period is established in THE CONTRACT.

If the guarantee period is shorter than THE CONTRACT's duration, it will be limited to the duration of THE CONTRACT.

For situations in which the staffing services contract is terminated early within the stated period because THE CLIENT deems this appropriate for the position for which it was selected, or if the candidate him or herself insists on its termination, this guarantee will consist of RANDSTAD repeating the selection process at no additional cost to THE CLIENT, as long as all of the following conditions are met:

- a) THE CLIENT must be up to date with all invoices issued by RANDSTAD or any other RANDSTAD GROUP company (www.randstad.es)
- b) The termination of a contract at the request of the candidate must not be the consequence of THE CLIENT's failure to fulfil any of the obligations that are legally or contractually assigned thereto.

The guarantee includes one single repetition of the selection process. In no case does the guarantee give THE CLIENT the right to have paid sums returned, nor does it require RANDSTAD to pay for any expenses beyond those implicit to the selection process conducted with RANDSTAD's usual means.

The guarantee only and exclusively covers a selection process repeated according to the terms established herein.

If the worker that RANDSTAD provides takes voluntary leave for any reason, and/or the staffing services contract is terminated/concluded before the guarantee period has lapsed, RANDSTAD will start a new selection process, for which THE CLIENT will be invoiced with a new rate according to that established in the NEW SELECTION RATES TABLE determined in THE CONTRACT.

9. duration

The duration of THE CONTRACT will be that stipulated in THE CONTRACT at all times. In all cases, the lapsing of the set duration period, including its extensions, will not define the early termination of staffing services contracts that are in effect at that time, which will remain in effect until the finalisation date set in each.

10. obligations of the parties

Both of the parties are required to comply with their corresponding contractual obligations at all times in accordance with THE CONTRACT, this document, staffing services contracts signed, and laws in effect, and specifically with that stipulated in the temporary staffing regulation guidelines.

Under no circumstance does signing THE CONTRACT result in RANDSTAD being limited in its ability to provide its services to other clients other than THE CLIENT, even if said client is THE CLIENT's competitor.

11. contract and staffing services contract termination

Either of the parties' failure to comply with any of their corresponding obligations resulting from the staffing services contract being signed will give the other Party the right to terminate said contract as long as the other Party has been previously notified as to their intention to terminate the contract, and said Party has not resolved the non-compliance within a maximum period of seven calendar days counting from the date on which the notification was received. In all cases, termination of THE CONTRACT or any of its extensions will in no case define the early termination of staffing services contracts that are in effect at that time, which will remain in effect until the finalisation date set in each.

Notwithstanding the foregoing, RANDSTAD may immediately terminate staffing services contracts if any invoices issued by RANDSTAD go unpaid and/or are paid late. This is also the case for all other staffing services contracts signed with THE CLIENT that were in effect at that time, notwithstanding RANDSTAD's right to take legal action against THE CLIENT that it sees fit in order to recuperate amounts owed, including damages incurred.

12. data processing

In compliance with that stipulated in Organic Law 3/2018, dated 5 December, on Personal Data Protection and guaranteed digital rights, and the EU's General Data Protection Regulation, dated 27 April, THE CLIENT and signee(s) are hereby informed that the personal data of the signatories provided or facilitated between parties as a result of THE CONTRACT's signing will be included in a digital file belonging to RANDSTAD, consisting expressly thereof. By accepting this clause, data may be automatically processed for the purpose of properly managing the contractual relationship and, where applicable, the contracting of services.

Likewise, by accepting this clause, THE CLIENT and signee(s) consent to their personal data being used to send commercial communications via email and non-electronic means.

THE CLIENT and signee(s) are hereby informed that, regarding the personal data collected as a result of THE CONTRACT being signed, they may exercise their rights to access, correct, remove, limit, or oppose and, where applicable, migrate their data using the tools provided for this purpose on Randstad's website, by sending a request via email to proteccion.datos@randstad.es, or by sending a letter to the Data Protection Officer, Calle Vía de los Poblados nº 9, Edificio "Trianon", Bloque B, planta 4ª, 28033, Madrid, along with a copy of a document providing proof of identity.

Furthermore, THE CLIENT and the signee(s) consent to contact information being communicated to the entities that comprise the RANDSTAD Group (www.randstad.es) for the purposes indicated. The communication of their data may occur at any time following the signature of this framework agreement.

In any case, the parties recognise that RANDSTAD will never be the data processor or controlling party in terms of the personal data to which the workers provided to the CLIENT may have access and/or process while carrying out their work.

13. confidentiality

The information and/or documentation provided by the undersigned Parties by virtue of THE CONTRACT is strictly confidential, and must be handled and used in accordance with said confidentiality, and for the sole purpose of providing the services covered by THE CONTRACT.

Both Parties agree, and are reciprocally obliged to keep secret any confidential information that one of the Parties provides to the other Party, and may not divulge said information to third parties.

This confidentiality agreement will not impede RANDSTAD from referring to THE CLIENT as part of its client portfolio and/or in presentations for advertising and marketing purposes.

14. regulatory compliance

THE CLIENT declares that neither it nor its employees and/or directors, nor any of its subsidiaries, nor the directors and/or employees thereof have been the subject of a formal or informal investigation, sanction, or sentencing for non-compliance with national or international regulations regarding the prevention or fight against terrorism, human rights violations, and or international security, nor are they included on the corresponding exclusion lists. Likewise, THE CLIENT declares that it is not the owner, nor is it under the control of any legal or physical person under such circumstances.

THE CLIENT agrees to adopt all reasonable measures so that THE CLIENT and its subsidiaries, as well as respective employees, comply with the cited regulation so that neither the services provided by RANDSTAD, nor the workers thereof, are affected by activities that may infringe on said regulation.

THE CLIENT will ensure that it will not transfer funds to RANDSTAD from businesses, activities, and/or transactions with third parties that are sanctioned by the aforementioned regulation, nor from any activity that is a violation thereof.

15. jurisdiction and competency

For the resolution of any dispute or litigation that may arise from the interpretation or fulfilment of the contractual proposal or offer, the undersigned parties expressly and formally waive their possible corresponding jurisdictions and subject themselves to the Courts and Tribunals of the city of Madrid.