

recruitment services

# general contracting conditions.



# general conditions for the provision of the perm staffing recruitment services.

## one.- scope of application and purpose

RANDSTAD EMPLEO EMPRESA DE TRABAJO TEMPORAL, S.A., Single Shareholder Company, with CIF Tax ID Code A-80652928, with registered office in Madrid, at Calle Vía de los Poblados no. 9, Building B, 4th Floor, (hereinafter "RANDSTAD"), authorised as state-wide Placement Agency and Outplacement Company no. 9900000118, whose activities include, among others, the provision of staff recruitment services.

These GENERAL CONDITIONS will apply to and regulate the provision of staff recruitment services (hereinafter the "Services") that a CLIENT (hereinafter, the "CLIENT") orders and contracts with RANDSTAD.

Consequently, the purpose of these GENERAL CONDITIONS is to define the terms and conditions under which RANDSTAD will provide the Services to the CLIENT who has previously accepted and signed the COLLABORATION PROPOSAL / FRAMEWORK AGREEMENT provided by RANDSTAD (hereinafter, the "CONTRACT").

## two.- order of precedence

The CONTRACT itself constitutes a contractual relationship and is governed by: i) firstly, THE CONTRACT itself; ii) secondly, these GENERAL CONDITIONS; and iii) finally, the civil and commercial regulations applicable at any given time.

## three.- duration

The duration of the Services will be as stipulated in the CONTRACT, after which the Services will terminate, unless the parties agree to extend it.

The timeframe for each recruitment process will vary depending on the complexity of the position to be filled and any other issues that may affect its implementation. In the event that a specific implementation period has been established in the CONTRACT, this should be considered as an estimate. Based on all of this, and notwithstanding the fact that RANDSTAD will dedicate its best efforts to comply with the aforementioned deadline, any delay that may occur in this regard will, under no circumstances, be considered a breach and no compensation will be accrued in favour of the CLIENT.

## four.- service rate and billing

The price to be received by RANDSTAD in each case will be the one set forth in the CONTRACT. This price does not include the amount corresponding to indirect taxes (VAT, IGIC in the Canaries, etc.) that may be applicable in each case.

The billing for the services provided will be carried out in accordance with the provisions established for such purposes in the CONTRACT. In cases where the CONTRACT indicates that billing is with a retainer fee, the corresponding amounts will be billed as indicated therein.

The amount of the invoices will be paid by the CLIENT on the same date on which they are presented to the latter, unless the CONTRACT expressly establishes a payment term other than that mentioned. Payment of invoices will be made by direct debit and / or bank transfer.

In cases where the CONTRACT is for a specific number of contracts and the CLIENT ultimately ends up filling more contracts than initially planned with the candidates provided by RANDSTAD, RANDSTAD will be charged an amount equal to the agreed price for each additional candidate hired, in addition to the agreed price. The invoice for 100% of this amount will be issued by RANDSTAD on the date on which the CLIENT confirms or hires the additional candidate(s). The CLIENT expressly agrees to immediately notify RANDSTAD of the hiring of any candidate, who must in any case be informed prior to the hiring. For the purposes set forth herein, the CLIENT shall be deemed to have hired a candidate when the hiring takes place for both employment and commercial purposes, and / or purposes of any other nature, regardless of the position the candidate will ultimately occupy, as well as when such hiring is carried out by any company integrated into the same business group to which the CLIENT belongs.

Likewise, both parties agree that if a candidate presented by RANDSTAD is hired - whether for employment or commercial purposes and / or of any other nature - either by the CLIENT or by any other person or entity linked to the CLIENT, within 12 months following the date of the CONTRACT accepted by the CLIENT, such situation will entitle RANDSTAD - and therefore, will oblige the CLIENT - to pay 100% of the fees indicated in the CONTRACT. Specifically, the parties agree that such fees will be payable even if the candidate in question is ultimately hired for a position that has little or nothing to do with the profile contemplated in the CONTRACT. If the candidate's contract has been closed under the terms stated above without the CLIENT having informed RANDSTAD prior to the hiring, RANDSTAD will be entitled to receive the total fees plus an additional 50% surcharge on said fees.

The price agreed in the CONTRACT does not include the cost of inserting advertisements when these are to appear, as agreed by the parties, in a media outlet and / or with a format and / or size other than those determined by RANDSTAD. The agreed price also does not include any extraordinary expenses that RANDSTAD may incur as a result of providing the service. For mere illustrative purposes, but not limited, extraordinary expenses will be considered to include travel, food, accommodation and subsistence allowances, as well as the rental of spaces for holding recruitment processes in cases where such rental has been agreed upon by the parties. The aforementioned expenses will be charged to the CLIENT in any invoices issued by RANDSTAD for the provision of services or in any other invoice issued for this purpose, subject to the CLIENT's authorisation. Notwithstanding the foregoing, RANDSTAD may request from the CLIENT, if so established in the CONTRACT, before incurring any extraordinary expense, a provision of funds in an amount sufficient to cover the estimate it makes of said expense, and the CLIENT must provide the aforementioned provision as soon as possible.

Non-payment or, where applicable, late payment of invoices will entitle RANDSTAD to claim the total amount of the unpaid invoices increased by the amount resulting from applying to said amount, as a financial expense, the amount stipulated in the provisions of Law 3/2004 of 29 December, which establishes measures to combat late payment in commercial transactions, or the regulations in force that replace it at any time.

All of the above is understood to be notwithstanding RANDSTAD's right to temporarily or permanently suspend the service, the sole requirement being that it notify the CUSTOMER 24 hours prior to the actual suspension of the service. The suspension referred to, when it is temporary, will not be lifted until RANDSTAD has fully paid the amount of the unpaid invoices, as well as any amounts by which the amount in question is increased as financial expenses. If the service is temporarily or permanently suspended for

any of the aforementioned reasons, RANDSTAD shall be released from all of its obligations arising from the CONTRACT, without this being grounds for any claim by the CLIENT, and notwithstanding RANDSTAD's right to exercise any legal action it deems appropriate to claim the amounts owed, as well as any damages and losses caused by such circumstances.

#### five.- client liability

The CLIENT will hold RANDSTAD harmless from any liability, in the event that, once the letter of acceptance of conditions with the candidate has been signed, it will be decided not to enter into the contractual relationship.

#### six.- guarantee

The guarantee period will be established in the formalised CONTRACT and will begin from the time the CLIENT hires the finalist candidate. This guarantee consists of the fact that if within the aforementioned period, the employment or commercial contract, or any other type of contract, signed by the CLIENT and said candidate is terminated early, RANDSTAD will repeat the recruitment process at no cost to the CLIENT if the CLIENT so requests, except for the amounts that, where applicable, the CLIENT must pay to RANDSTAD in accordance with the provisions of General Condition Four of this document. The repetition of the recruitment process is subject to the following conditions:

- A. The initial term of the employment or commercial contract between the CLIENT and the candidate must be longer than the warranty period.
- B. Termination of the employment or commercial contract at the request of the candidate shall not be a consequence of the CLIENT's failure to comply with any of its legal or contractual obligations.
- C. Termination of the employment or commercial contract at the request of the CLIENT when the latter does not consider the candidate suitable for the position for which he or she has been selected.
- D. As long as no new requirements are introduced that are not specified in the CONTRACT formalised, to carry out the candidate recruitment process.
- E. Termination of the employment or commercial contract at the request of the candidate shall not be a consequence of the CLIENT's failure to comply with or modification of the conditions offered in said contract.
- F. The CLIENT must communicate their request in writing to activate the guarantee within its validity period.

The guarantee entails repeating the recruitment process once and will only be effective if the invoice has been paid in full by the CLIENT. Under no circumstances does the guarantee confer upon the CLIENT the right to a refund of the price paid, but solely and exclusively to repeat the recruitment process under the terms established herein.

Once the Client exercises the guarantee right, they may not request the suspension, cancellation or postponement of the recruitment process initiated while it is being implemented. If they do so, it will be understood that they have already activated and used the guarantee, and they may not, under any circumstances, request its application again.

In the event that the CLIENT, having the right, does not exercise the guarantee within the period established in this general condition, they will not have the right to a refund of the amount paid. However, a balance will remain in their favour for the amount paid, which may be used during a period of 6 months from the date of termination of the candidate selected and hired by the client, for which the CLIENT must prove to RANDSTAD in a reliable manner the effective date of the termination of the candidate selected and hired.

In the event that, once the Letter of Acceptance has been signed, the Candidate withdraws from joining the CLIENT's workforce, for reasons solely attributable to said Candidate, and provided that the CLIENT has complied with its obligations under these conditions, RANDSTAD will proceed with the recruitment process in accordance with the provisions of the CONTRACT.

The guarantee will only apply to the same profile and under the same salary and contract conditions under which the CLIENT requested the service from RANDSTAD. In the event that the remuneration finally agreed upon between the CLIENT and the hired candidate is higher than the amount initially agreed upon, a supplementary invoice will be issued for the difference in salary in accordance with the provisions of the CONTRACT.

#### seven. -civil liability

The total amount for which RANDSTAD will be liable to the CLIENT, for the sum of all individual damages and, therefore, for all such damages that, as a consequence of the provision of the services subject to the CONTRACT, are caused to the CLIENT during the implementation of the process, will be limited to the amount paid by the CLIENT to RANDSTAD up to the date of the claim.

RANDSTAD shall not be liable under any circumstances for the actions of the candidates recruited for the CLIENT. Any claim that the CLIENT intends to make to RANDSTAD for any damage suffered by the former as a result of the implementation of the CONTRACT must be notified by the CLIENT to RANDSTAD by written communication within seven calendar days following the date on which the event causing the damage occurred.

#### eight.- transfer and subcontracting

RANDSTAD will be authorised, upon prior notification to the CLIENT, to subcontract to a third party the implementation of certain phases or tasks that form part of the service, or even all of them, when this is necessary for operational reasons and provided there is no legal provision preventing it. In the event of such subcontracting, RANDSTAD shall be jointly liable with the subcontractor for any damages caused to the CLIENT in such performance, all in accordance with the limits set forth in General Condition Seven.

RANDSTAD may, without the need to obtain the CLIENT's prior consent, but with prior notice to the CLIENT, transfer this contract to any company belonging to the RANDSTAD GROUP or a third party, provided that its corporate purpose covers the provision of the services contracted herein and it is legally qualified to carry out the same.

Likewise, RANDSTAD may at any time and without the need to obtain the prior consent of the CLIENT, although with prior notice to the CLIENT, assign the credit rights derived from this contract in favour of any company belonging to the RANDSTAD GROUP, as well as in favour of one or more financial institutions of recognised solvency and reputation within the framework of the OECD. For the purposes set out in the preceding paragraphs, RANDSTAD GROUP companies shall be considered to be those in whose share capital RANDSTAD N.V. has a direct or indirect stake.

#### nine.- exclusivity

RANDSTAD will be authorised, upon prior notification to the CLIENT, to subcontract to a third party the implementation of certain phases or tasks that form part of the service, or even all of them, when this is necessary for operational reasons and provided there is no legal provision preventing it. In the event of such subcontracting, RANDSTAD shall be jointly liable with the subcontractor for any damages caused to

the CLIENT in such performance, all in accordance with the limits set forth in General Condition Seven.

RANDSTAD may, without the need to obtain the CLIENT's prior consent, but with prior notice to the CLIENT, transfer this contract to any company belonging to the RANDSTAD GROUP or a third party, provided that its corporate purpose covers the provision of the services contracted herein and it is legally qualified to carry out the same.

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#### ten. -cancellation

The CLIENT may request at any time the cancellation of a recruitment process entrusted to RANDSTAD, in accordance with the guidelines detailed below, unless the CONTRACT expressly establishes different guidelines, in which case the provisions of the latter shall prevail over those established in this Condition:

- A. If the cancellation request is received by RANDSTAD after the contract signature or after RANDSTAD has received the customer confirmation mail of process start up and prior to candidatures presentation and submission (candidate evaluation phase), the client shall not pay any penalty and RANDSTAD will assume the equivalent amount of the retain fee.
- B. When the cancellation request has been received by RANDSTAD once it has been sent or presented to the CLIENT with the application(s), the CLIENT is obliged to pay RANDSTAD, as a penalty, an amount that, added to the amount that the CLIENT had previously paid to RANDSTAD upon acceptance of the CONTRACT, is equivalent to 50% of the fees that would have corresponded to RANDSTAD if the process had ended with a selected candidate.

In the event that RANDSTAD's fee calculation basis is the candidate's final remuneration and this is not predetermined in the CONTRACT, the maximum remuneration limit indicated in the CONTRACT will be applied to calculate the penalty.

It will be understood for all purposes that the CLIENT has cancelled a recruitment process when:

- The CLIENT substantially modifies the profile subject to the process (job conditions or requirements), which leads to the start of a new recruitment process.
- There is no response from the CLIENT within 15 business days after submitting candidates.
- The CLIENT cancels the recruitment process due to lack of need or for reasons unrelated to the recruitment process.
- The coverage of the process is carried out by the CLIENT itself or provider if the process is managed exclusively.

#### eleven.- termination

Failure by one of the parties to comply with any of its obligations under the CONTRACT will entitle the other party to terminate the contractual relationship. In the event that the breach consists of non-payment or delay in payment by the CLIENT of the price agreed in the CONTRACT, RANDSTAD may additionally



terminate the CONTRACT early, as well as all other CONTRACTS and recruitment processes it has with the CLIENT at that time.

RANDSTAD's termination of the CONTRACT based on any of the assumptions provided for in these General Conditions will entail the release of RANDSTAD from all of its obligations in this regard, without this being grounds for any claim by the CLIENT, and notwithstanding RANDSTAD's right to exercise any legal action it deems appropriate against the CLIENT to claim the amounts owed, as well as any damages and losses suffered. In the event of termination and / or expiration of the contract, regardless of the cause, the CLIENT will be obliged to pay for the services provided by RANDSTAD in accordance with the provisions of the CONTRACT and these General Conditions.

#### twelve.- communication

For all legal purposes, the parties accept email as a means of communication between RANDSTAD and the CLIENT. Special measures and procedures may be established in the CONTRACT for those documents, information or notifications that are considered to be of special relevance.

Email communications will be deemed to have been duly notified to the other Party when they are effectively received in a legible manner by the latter, provided that the sender does not receive an email communicating the error or the impossibility of notification (delivery failure notification). Any email communication sent after 3:00 p.m. will be deemed to take effect on the first business day following that date.

Each Party declares that the email addresses designated at any time as notification addresses are and will remain its property, and is obliged to provide the other Party with sufficient justification if the latter so requests.

In the event of a dispute, the Parties may not object to the existence of a communication sent via email, provided that the provisions of this clause have been complied with.

Email will not be accepted as a means of communication in those communications in which RANDSTAD or the CLIENT are stating and / or claiming from the other party a breach of contract, deficiencies in the fulfilment of the obligations of the CONTRACT and / or general conditions, or in the process of the resolution-cancellation of a CONTRACT, for the purposes of this type of notifications, requirements, notices or communications, the parties designate the addresses that they respectively state as theirs in the CONTRACT.

#### thirteen.- confidentiality

The information and / or documentation provided by the Contracting Parties under the CONTRACT are strictly confidential and must be treated and used in accordance with such confidentiality and for the sole purpose of providing the services covered by the CONTRACT. Both Parties undertake and oblige each other to keep secret and not to reveal to third parties any confidential information provided to one of the Parties by the other Party.

This confidentiality agreement will not prevent RANDSTAD from making references to the CLIENT as part of its client portfolio and / or presentations for advertising and marketing purposes.

#### fourteen.- data protection

In compliance with the provisions of Organic Law 3/2018, of 05 December, on the Protection of Personal Data and guarantee of digital rights, and the EU General Data Protection Regulation of 27 April 2016, the parties are mutually informed that the personal data of their representatives and employees will be processed by the other party for the management and correct provision of the services regulated in this agreement, as well as for any other necessary and related management, the legitimacy for this processing being the implementation of the contract subject to regulation. For this purpose, your data will be

communicated to the entities comprising the RANDSTAD Group (<https://www.randstad.es/aviso-legal/>), section "Definitions") in accordance with the purposes indicated, as well as to banks and credit institutions, for the collection and invoicing of the same, to Public Administrations with jurisdiction in the matter, such as the Treasury, for compliance with tax or any other obligations, as well as Courts and Tribunals in the event of a request thereby, for compliance with such legal obligation. Likewise, your data will be processed by each party's suppliers as data processors, if necessary, to manage the parties' communications and any other management related to the services covered by this regulation.

The providers contracted by RANDSTAD to provide various services may process the personal data of the signatory(ies) and carry out international transfers of their data outside the European Economic Area (EEA) and to countries for which there is no adequacy decision by the European Commission, which are carried out by establishing the appropriate legal frameworks.

Likewise, the CLIENT, the signatories, representatives and contact persons of this agreement, by accepting this clause, consent to their personal data being used by the entities comprising the RANDSTAD Group ([www.randstad.es](http://www.randstad.es)) for the sending of advertising and promotional communications about products and services similar to those contracted. In any case, potential recipients of such communications have the option of objecting to the processing of their data for promotional purposes, and may exercise this right at any time, even prior to sending such communications, by submitting a request to the following email address: [proteccion.datos@randstad.es](mailto:proteccion.datos@randstad.es)

The parties guarantee that they have provided this information to their representatives and employees, and that they may exercise, between the parties and at any time, the rights recognised in the data protection regulations and, specifically, the right of access, rectification, deletion, portability and restriction, as well as the right to object, by means of a written request sent to:

- In the case of RANDSTAD, to the email address: [proteccion.datos@randstad.es](mailto:proteccion.datos@randstad.es), or by post: FAO Delegado de Protección de Datos, Calle Vía de los Poblados no. 9, Edificio "Trianon", Bloque B, planta 4ª, 28033, Madrid.
- In the case of the CLIENT, by sending your request by postal mail to the address indicated in the header of this agreement.

Likewise, interested parties have the right to lodge a complaint with the Supervisory Authority (Spanish Data Protection Agency: [www.aepd.es](http://www.aepd.es)).

The data will be retained as long as the relationship is maintained and its deletion is not requested, and in any case in compliance with any applicable legal statutes of limitations.

#### **fifteen.- regulatory compliance, sanctions and anti-corruption**

**COMPLIANCE.-** The CLIENT declares that both it and its subsidiaries comply with applicable national and international legislation, including regulations relating to the prevention and fight against terrorism, money laundering, human rights violations, international security, anti-bribery and anti-corruption, and that it has not been included on any exclusion list. Likewise, the CLIENT declares that they have not been subject to a final criminal conviction for crimes that entail criminal liability of legal entities. Furthermore, the CLIENT declares that the funds provided come from lawful activities.

In the event that the CLIENT is convicted of a criminal offence during the term of this agreement, RANDSTAD shall be entitled to terminate the agreement without incurring any obligation to compensate.



**SANCTIONS.**- For the purposes of this clause, "Sanctions" means any embargo or restrictive measure imposed for non-compliance arising from commercial, economic or financial regulations promulgated or applied by any competent authority in the matter.

The CLIENT declares that none of its subsidiaries, any director, officer or employee thereof, or any of its subsidiaries are or have ever been the subject of any claim, proceeding, formal notification, investigation or conviction related to this matter.

The CLIENT shall take reasonable steps to ensure that it and its subsidiaries comply with the Sanctions clause and shall not engage in activities that could cause RANDSTAD, its staff, members of the board of directors, or temporary workers to violate it.

The CLIENT shall ensure that it does not provide funds to RANDSTAD that originate from business or operations by an entity that has been sanctioned or from any action that violates the imposed measures and / or applicable regulations.

If during the term of the contract, the CLIENT itself or any of its subsidiaries, directors, officers or employees, is subject to sanctions, RANDSTAD shall have the right to terminate this contract with immediate effect and without being obliged to pay any type of compensation (including, but not limited to, fees, costs and compensation for damages and losses). This liability clause shall fully apply independently of any other similar clause contained herein or in any other agreement entered into between the Parties, notwithstanding any other rights to which RANDSTAD may be entitled under applicable law.

**ANTI-CORRUPTION.**- Neither party, nor any of its affiliates, nor any of their respective directors, officers, employees or agents, nor any other person acting on their behalf, has directly or indirectly paid any bribes, rebates, payments, influence peddling, illegal commissions, illegal payments, illegal political contributions or other payments, in the form of cash, gifts or otherwise, or performed any other action, in violation of applicable anti-bribery or anti-corruption regulations, including Law 2/2023, of 20 February, regulating the protection of persons who report regulatory breaches and the fight against corruption (collectively, the "Anti-Bribery Laws"), whether in connection with this Agreement or otherwise.

#### **sixteen.- gender terminology**

For the effective equality of women and men, all designations that, by virtue of the principle of economy of language, are made in the masculine gender, referring to heads or members of bodies or groups of people, will be understood to be made in both the feminine and masculine genders.

#### **seventeen.- legislation and competent jurisdiction**

These GENERAL CONDITIONS shall be governed and construed in accordance with Spanish law.

For any questions or disputes that may arise due to the interpretation or implementation of these GENERAL CONDITIONS, the parties, formally and expressly waiving their own jurisdiction, if applicable, submit to the Jurisdiction and Competence of the Courts and Tribunals of the City of Madrid.