

general contract conditions.

talent advisory services



randstad
enterprise



general conditions of randstad consultores y soluciones de recursos humanos, s.l.u. for the talent advisory division/branding.

1. objet

"TALENT ADVISORY/CONSULTORÍA DEL TALENTO" is the division/branding of RANDSTAD CONSULTORES Y SOLUCIONES DE RECURSOS HUMANOS, S.L.U., with registered office at Calle Vía de los Poblados 9, Edificio B, planta 5ª, 28033 Madrid, and with tax identification number B-81500043, ("RANDSTAD"), specialising in human resources consultancy projects and services.

The object of this document (the "GENERAL CONDITIONS") is to define the terms and conditions under which RANDSTAD is to provide the consultancy service to THE CLIENT who will previously have signed and accepted an offer or project submitted by it ("THE CONTRACT").

2. price

The price to be received by RANDSTAD will be that set in THE CONTRACT. This price does not include the amount corresponding to the indirect taxes (VAT, Canary Islands General Tax, etc...) that are applicable in each case and that will be charged to THE CLIENT at the applicable rate. Neither does it include, unless THE CONTRACT states otherwise, expenses, per diem, accommodation or travel costs of the RANDSTAD Consultants or Officers assigned to the Project. If RANDSTAD incurs such expenses, they will be invoiced to THE CLIENT, after obtaining its authorisation, on the last day of the month in which they were incurred.

Unless THE CONTRACT states otherwise, THE CLIENT will pay RANDSTAD the amount invoiced within a term of thirty (30) days as of the date of the invoice via direct debit or bank transfer. THE CLIENT will, in any event, pay the full amount stipulated in the invoice, and will not withhold any amount in order to set-off any claims it may have against RANDSTAD. A delay by RANDSTAD in the issue of one or more invoices will under no circumstances imply a waiver of collection of the same by RANDSTAD, meaning that they will have to be paid by THE CLIENT within the term indicated above.

Any failure to pay or delay in payment of the invoices will entitle RANDSTAD to claim the total amount of the invoices, in accordance with the terms of the regulations in force at any given time (Act 3/2004, of 29 December and any amendments thereto).

All of the terms of the foregoing paragraph are understood notwithstanding RANDSTAD's right to temporarily or definitively suspend the service, with the only requirement for doing so will be that it notify THE CLIENT 24 hours in advance of the effective suspension of the same. This suspension, when temporary, will not be lifted until RANDSTAD is paid the amount of the unpaid invoices in full, as well as the sums by which the amounts in question have been increased by way of financial expense. Once the service is temporarily or definitively suspended for any of the reasons mentioned above, RANDSTAD will be released from all its obligations derived from THE AGREEMENT, without this constituting grounds for any kind of claim by THE CLIENT, and notwithstanding RANDSTAD's right to bring any legal action it deems appropriate to claim the amounts owed as well as any damages that such circumstances may have caused it.

3. responsibility

The total amount for which RANDSTAD will be liable vis-à-vis THE CLIENT, for the sum of all individual damage and, as such, for the total of such damage caused to the latter, as a result of the provision of the services under THE AGREEMENT, will under no circumstances exceed the total amounts paid by THE CLIENT to RANDSTAD in relation to the specific service in which the damage is caused. In any event, RANDSTAD will not be liable to THE CLIENT for a) consequential or indirect damage of any kind, regardless of when and where it is caused/materialises, or b) damage relating to the loss of income, interest, profit, business, opportunities, commercial reputation on the market, etc. Any claim that THE CLIENT intends to make to RANDSTAD for any damage suffered as a result of the execution of THE AGREEMENT, will 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. The failure to provide

notification within this timeframe for written notification will imply a definitive waiver by THE CLIENT of any claim against RANDSTAD, in relation to the damage in question.

4. assignment and subcontracting

RANDSTAD will be entitled to assign and/or subcontract the performance of certain phases or tasks that form part of the service, and even all of the same, to RANDSTAD GROUP (www.randstad.es) companies and/or third parties, when necessary for operational reasons and provided there is no legal provision that prevents it, and in this case it will be severally liable with the subcontractor for any damage the latter causes to THE CLIENT in this regard, subject to the limits envisaged in these general conditions.

Likewise, RANDSTAD may, without the need to obtain the prior consent of THE CLIENT, assign the rights and benefits derived from THE AGREEMENT, at any time, in favour of any company belonging to the RANDSTAD GROUP or a third party.

5. contractual breach

Breach by THE CLIENT of any of the obligations assumed with execution of THE CONTRACT shall entitle RANDSTAD to early terminate THE CONTRACT, with the only requirement for doing so will be that it notify THE CLIENT 24 hours in advance of the effective termination of the same. If THE CONTRACT is terminated according to the foregoing, RANDSTAD will be released from all its obligations derived from THE CONTRACT, without this constituting grounds for any kind of claim by THE CLIENT, and notwithstanding RANDSTAD right to bring any legal action it deems appropriate to claim the amounts owed due to rendered services.

6. confidentiality

The information and/or documentation supplied by the contracting Parties by virtue of THE CONTRACT, regardless of the format used, whether it be technical, economic, commercial, IT-related or of any other kind, is strictly confidential and will be treated and used as such and solely for the purpose of providing the services to which THE CONTRACT refers.

The Parties reciprocally commit and undertake to maintain the secrecy of any confidential information supplied by one of the Parties to the other and not to disclose it to third parties, adopting the measures necessary to ensure that unauthorised third parties do not have access to this confidential information and that it is not disclosed, with the only Party responsible for the consequences derived from non-compliance being the Party who received the confidential information from the other.

This confidentiality undertaking will not prevent RANDSTAD from referring to THE CLIENT as part of its client portfolio in presentations, for advertising and marketing purposes.

7. intellectual property

RANDSTAD only assigns to THE CLIENT the intellectual property over the final deliverable in which the execution of the service to which THE CONTRACT refers materialises, that is, the end product of the same. THE CLIENT recognises RANDSTAD's intellectual property rights over its analysis, design and consultancy work, as well as over the methodology and know-how used for the provision of the service and the support and intermediate materials (questionnaires, outlines, procedures, guides, dictionaries, forms, etc ...) prepared by it during the performance of the service and in relation to which no rights of use or ownership are granted to THE CLIENT. As a result, RANDSTAD may continue to use such materials, know-how, methodology and experience, including that acquired by virtue of THE CONTRACT, in future projects, be they for THE CLIENT, or for third parties.

8. data protection

En cumplimiento con lo previsto en la Ley Orgánica 3/2018, de 5 de diciembre, de Protección de Datos In compliance with the provisions of Organic Law 3/2018, of 5 December, on Personal Data Protection 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 management necessary and related to the same, the legitimacy for this treatment being the execution of the contract subject to regulation. To this end, your data will be communicated to the entities of 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 competence in the matter, such as the Treasury, for the fulfillment of tax obligations or of any other nature, as well as to Courts and Tribunals in the event of a request from them, for the fulfillment of such legal obligation. Similarly, your data will be processed by suppliers of each of the parties, in their capacity as data processors, if necessary, for the management of communication between the parties and any other management related to the services subject to regulation. The providers contracted by RANDSTAD for the provision of various services may process the personal data of the signatory(s) 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, consent by accepting this clause that their personal data may be used by the entities of the RANDSTAD Group (www.randstad.es) to send advertising and promotional communications about products and services similar to those contracted. In any case, the potential recipients of such communications have the possibility of opposing the processing of their data for promotional purposes, being able to exercise their right at any time, even prior to the sending of such communications, by means of the corresponding request addressed to the email address: proteccion.datos@randstad.es.

The parties guarantee that they have passed on this information to their representatives and employees, as well as 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, suppression, portability and limitation, as well as the right of opposition, by means of a written request sent to:

- In the case of RANDSTAD, to the e-mail address: proteccion.datos@randstad.es, or by post to the attention of the Data Protection Delegate, Calle Vía de los Poblados nº 9, Edificio "Trianon", Bloque B, 4th floor, 28033, Madrid.
- In the case of the CLIENT, by sending their request by post to the address indicated in the heading of this agreement.

Likewise, the interested parties have the right to complain to the Supervisory Authority (Spanish Data Protection Agency: www.aepd.es). The data will be kept for as long as the relationship is maintained and their deletion is not requested and in any case in compliance with the applicable legal limitation periods.

In the event that, for the provision of any of the services established under the CONTRACT, RANDSTAD accesses personal data for which the CLIENT acts as the Data Controller, RANDSTAD shall be considered the Data Processor. The aforementioned circumstances shall be subject to the provisions of this clause, as required by Data Protection Legislation

Likewise, considering the nature and purposes of the services established under the CONTRACT, and to the extent applicable, some or all of the personal data of clients, suppliers, employees, candidates, or other types of data subjects that may correspond to the subject of the agreement will be processed. This includes, but is not limited to, the following categories of data:

- Identifiable data, data relating to personal characteristics and social circumstances, academic and professional data, employment details, and economic, financial, and insurance data.

Similarly, in accordance with the purposes of this agreement, such personal data will be subject to some or all of the following processing operations:

- Registration, collection, storage, and/or extraction.
- Structuring, organization, modification, and/or adaptation.

- Consultation, disclosure, communication, cross-checking, or other types of processing in accordance with the nature of the service.

To this end, RANDSTAD must comply with the provisions of Article 28 of Regulation (EU) 2016/679 of 27 April and, in particular, with the following obligations:

- a) Adopt and implement appropriate technical and organizational measures to ensure the security of the data and to prevent its alteration, loss, or unauthorized processing or access. These measures should take into account the state of the art, the nature of the data, and the risks to which they are exposed, whether from human action or from the physical or natural environment.
- b) Process the data in accordance with the Data Controller's instructions.
- c) Use them exclusively for the purpose of providing the service and only to the extent necessary for that purpose.
- d) RANDSTAD is hereby authorized to generally subcontract the data processing activities covered under THE AGREEMENT, unless there is an express prohibition by Controller.
- e) Assist the Data Controller in a loyal and good-faith manner with any aspect, matter, need, incident, or problem arising from or relating to this agreement and its execution, particularly in managing responses to the exercise of data subject rights.
- f) Ensure that no data remains available after the service ends, and either proceed with its destruction or return it to the Data Controller.

For its part, the CLIENT, when acting as the Data Controller, is obliged, with respect to the personal, to:

- a) Ensure that all personal data have a lawful basis of processing and have been obtained lawfully.
- b) Have obtained the necessary consent or other appropriate legal basis from the data subjects to whom the data refer, prior to RANDSTAD's access to the data.

Notwithstanding the provisions of this clause, in the event that a specific data processing agreement exists between the parties and is in compliance with the current personal data protection regulations, that agreement shall prevail over the provisions of this clause, which shall apply on a supplementary basis for any matters not addressed therein.

9. compliance, international sanctions and anti-brivry

COMPLIANCE.- The CLIENT represents and warrants that it and its subsidiaries comply with all applicable national and international laws, including those relating to the prevention and combating of terrorism, money laundering, human rights violations, international security, anti-bribery, and anti-corruption, and that it is not included on any sanctions list.

Further, the CLIENT represents that it has not been subject to a final criminal conviction for offences that would impose criminal liability on a legal person. The CLIENT represents that the funds provided are derived from lawful activities.

Should the CLIENT be criminally convicted during the term of this agreement, RANDSTAD shall have the right to terminate this agreement without incurring any compensation obligations.

INTERNATIONAL SANCTIONS.- For the purposes of this clause, "International Sanctions" means any embargoes or restrictive measures imposed for breaches of commercial, economic, or financial regulations enacted or enforced by any competent authority, such as the United Nations or the European Union.

The CLIENT declares that, to the best of its knowledge, neither it, nor its advisors, directors, or employees, nor any of its subsidiaries are or have ever been subject to any sanction, proceeding, formal notification, investigation, or conviction related to the aforementioned restrictive measures.

The CLIENT will take reasonable measures to ensure that both it and its subsidiaries comply with this clause, and will not participate in activities that in this regard may affect RANDSTAD, its personnel, members of the board of directors, or temporary workers. The CLIENT undertakes not to provide

RANDSTAD with funds originating from businesses or operations with sanctioned entities, nor from any other activity that infringes the imposed measures and/or applicable regulations.

In the event that the CLIENT is subject to international sanctions during the term of this agreement, RANDSTAD shall have the right to terminate the agreement without incurring any obligation to compensate. This liability clause shall be fully applicable, regardless of any other similar clause in this or other agreements between the Parties, and without prejudice to the other rights corresponding to RANDSTAD according to applicable law.

ANTI-BRIBERY.- Neither Party, nor any of their affiliates, nor any of their respective directors, officers, employees or agents or any other person acting on their behalf has directly or indirectly made any bribes, rebates, payoffs, influence payments, kickbacks, illegal payments, illegal political contributions, or other payments, in the form of cash, gifts, or otherwise, or taken any other action, in violation of the anti-bribery laws, including Law 2/2023, of February 20th, on the protection of persons who report violations of the law and the fight against corruption (collectively, the "Anti-Bribery Laws"), either in connection with this Agreement or otherwise.

10. legislation and jurisdiction

These General Contract Conditions and the CONTRACT are subject to the civil and commercial laws of the Kingdom of Spain, which shall be applied on a subsidiary basis to the provisions contained herein.

In relation to any issues or lawsuits arising in relation to the interpretation or performance of THE AGREEMENT, the parties expressly waive their own forum, if applicable, and submit to the jurisdiction of the Courts of the city of Madrid.