

contracting services

general contracting conditions.



general conditions for worker staffing services.

one.- scope of application and purpose

RANDSTAD EMPLEO EMPRESA DE TRABAJO TEMPORAL, S.A., Sociedad Unipersonal, 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"), is a commercial company that operates in the Temporary Employment Companies business, having for this purpose the Administrative Authorisation number 79/0123/97 and the necessary human and technical resources.

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

Therefore, 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 provided by RANDSTAD (hereinafter, the "COLLABORATION PROPOSAL").

two.- order of precedence

The collaboration proposal will in itself constitute a contractual relationship and will be governed by: i) firstly, by the COLLABORATION PROPOSAL itself; ii) secondly, by these GENERAL CONDITIONS; and iii) lastly, by the civil and commercial regulations applicable at any given time.

three.- staffing services conditions

In order to comply with current regulations governing temporary work activity, RANDSTAD and the CLIENT will formalise a Staffing Services Contract (hereinafter, the "SSC") for each worker that RANDSTAD will make available to them prior to the start date of the SSC. Therefore, the provision of workers by RANDSTAD to the CLIENT shall be governed by the terms and conditions of the SSC in the version in force at the time of the signing of each SSC.

Prior to providing the worker, the CLIENT will inform RANDSTAD of the occupational risk assessment of the position and workplace, as well as the rest of the information provided for in RD 216/99.

four.- validity, amendments and updates of the financial conditions

The rates for this COLLABORATION PROPOSAL will be valid until 31 December of the current year. Once this COLLABORATION PROPOSAL has been accepted, the rates will be renewable under the commercial conditions that are established.

In any case, these rates will be revised upwards on 01 January of each year in which the commercial relationship is in force, according to the average fluctuation experienced by the CPI, during the twelve months immediately prior to said review date, according to the official publication for this purpose issued by the Spanish National Institute of Statistics (INE) or official body that replaces it, through the corresponding COLLABORATION PROPOSAL, which will be provided by RANDSTAD to the CLIENT with

sufficient advance notice. Notwithstanding the foregoing, the rates will also be revised upwards in the same proportion as the fluctuations in the costs of hiring labour and / or Social Security arising from the collective agreement, labour regulations, and / or Social Security regulations applicable at any given time. In the event that the increase in any of the aforementioned costs is retroactive, the CLIENT will pay the new rates retroactively.

Additionally, in the event that there are bonuses, whether salary or non-salary, or any other remuneration items or situations that, in accordance with Article 11 of Law 14/94, its implementing regulations or any legislation that replaces it, and the jurisprudence that interprets them, must be paid to the worker by RANDSTAD and could not have been taken into account initially due to their variable nature, or for any other reason, when determining the total remuneration included in the SSC (including, but not limited to, night shift bonus, overtime bonus, holiday bonus, transportation allowance, sick pay supplements, improvements in social security benefits, compensation for disability and / or death arising from any contingency, work-related or not, occurring during the period of availability, etc.), RANDSTAD will invoice these costs to the CLIENT with the corresponding margin, either separately, or by revising the price agreed herein upwards in the same proportion that the aforementioned circumstance increases the labour recruitment and Social Security costs or any other RANDSTAD costs related to the employee, and this, retroactively to the date on which such item begins to accrue, and for the entire time that RANDSTAD is obliged to pay it, and this regardless of whether the SSC / SSCs formalised with the CLIENT ends.

five.- equal pay

According to Law 14/1994, workers in placement will have the right to receive at least the full remuneration established for the position to be performed in the collective agreement applicable to the CLIENT. This information will be provided and is the responsibility of the CLIENT.

six.- assignment

RANDSTAD may, without the need to obtain the CLIENT's prior consent, but with prior notice to the CLIENT, transfer this COLLABORATION PROPOSAL 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, that it is legally qualified to carry out the same and that it has the relevant administrative authorisation.

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, transfer the credit rights derived from this COLLABORATION PROPOSAL 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 which RANDSTAD N.V. has a direct or indirect stake in the share capital.

seven.- failure to pay or late payments

Failure to pay invoices or late payment will entitle RANDSTAD to claim the unpaid amount plus interest on arrears and financial expenses in accordance with the regulations in force at any given time.

eight.- validity of the Collaboration Proposal

The conditions set out in this COLLABORATION PROPOSAL are valid for 30 calendar days from the date on which it is issued. This Collaboration Proposal in no way requires RANDSTAD to place workers with the CLIENT and, therefore, to sign placement contracts with the same.

nine.- 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, their data will be communicated to the entities comprising the RANDSTAD Group ((<https://www.randstad.es/aviso-legal/>), "Definitions" section) 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) 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

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, 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 their 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). 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.

With the aim of complying with the principle of transparency, the Parties shall ensure that interested parties are duly informed about the processing of their personal data in accordance with the provisions of Articles 13 and 14 of the GDPR. Each Party acts as an "independent data controller" with respect to the

personal data it processes during the implementation of this Agreement. The conditions for the processing of personal data are described in their respective Privacy Policies, and especially in the respective information rights that both Parties must subscribe to with the interested parties. Each party guarantees that it complies with the obligations contained in the data protection laws and will be responsible for this, without giving rise to any liability for the other party.

ten.- regulatory compliance, sanctions and anti-corruption

COMPLIANCE.- The CLIENT declares that both it and its subsidiaries comply with applicable Spanish 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.

INTERNATIONAL SANCTIONS.- For the purposes of this clause, "International Sanctions" refers to any embargo or restrictive measure imposed due to non-compliance arising from commercial, economic or financial regulations promulgated or applied by any competent authority in the matter, such as the United Nations or the European Union.

The CLIENT declares that, to the best of its knowledge, neither it nor its directors, officers 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 shall take reasonable steps to ensure that both it and its subsidiaries comply with this clause, and shall not engage in activities that in this regard may affect RANDSTAD, its staff, members of the board of directors or temporary workers. The CLIENT agrees not to provide RANDSTAD with funds derived from business or operations with sanctioned entities, nor from any other activity that violates the imposed measures and / or applicable regulations.

Should the CLIENT be subject to international sanctions during the term of this agreement, RANDSTAD shall have the right to terminate the agreement without incurring any compensation obligation. This liability clause shall apply notwithstanding any other similar clause in this or any other agreements between the Parties, and notwithstanding any other rights that RANDSTAD may have 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 its behalf, has directly or indirectly paid any bribes, discounts, 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 whistleblowers of regulatory and anti-corruption violations (collectively, the "Anti-Bribery Laws"), whether in connection with this Agreement or otherwise.

eleven.- 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.

eleven.- 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.

twelve.- legislation and competent jurisdiction

These GENERAL CONDITIONS shall be governed by 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.