

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 regulations governing temporary employment, once the selection process has been completed, the Parties shall sign a CPD (staff assignment agreement) for each worker that RANDSTAD issues to the CLIENT. The service provision contracts will be in accordance with the template in force at RANDSTAD at any given time; to consult the terms and conditions of the current provision contract template, [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. price

The final price for the service provision contracts shall be set out in the CONTRACT.

The price in each case shall be calculated by applying the multiplier coefficient to the remuneration offered by the CLIENT for the positions, along with all other information/remuneration in cash and/or in kind communicated. The prices for any professional groups not included in the table will be calculated according to the parameters applied by RANDSTAD for the calculation of the prices listed here.

- The final price after application of the coefficient includes the following:
- Recruitment and selection of candidates.
- Administration and hiring of workers.
- Employee's total remuneration.
- Compensation for contract termination in the case of workers with temporary contracts, in accordance with the provisions of the Workers' Statute in force on the date when this document is signed.
- Pro-rated special payments.
- Pro-rated holiday pay (unless otherwise stated).
- Social security payments.
- Occupational accident insurance under the Spanish Collective Agreement for Temporary Employment Agencies, not including the amounts that may be provided for in the CLIENT's agreement or the associated policies in force.
- Obligatory training.

In the event that, in accordance with the regulations in force, or by agreement, the employee does not receive their holiday pay on a pro-rata basis, RANDSTAD shall invoice the CLIENT for the corresponding amount (by applying the coefficient to the holiday pay due to the employee) when the employee is paid.

In the event of bonuses, whether included in the salary or not, or any other forms of remuneration or situations which, in accordance with article 11 of Spanish Law 14/94, its implementing regulations, or those which replace them, and the jurisprudence that interprets them, must be paid to the employee by RANDSTAD, despite not being taken into account initially, due to their variable nature or any other reason, when determining the total gross remuneration included in the contract for the provision of services (including but not limited to night bonuses, holiday bonuses, overtime, transport bonuses, IT bonuses, improvements in social security benefits, compensation for disability and/or death arising from any contingency, professional or otherwise, occurring during the provision of services, etc.). RANDSTAD shall invoice such costs to the CLIENT by applying the coefficient provided in the table, either independently or by adding such amounts to the gross remuneration, retroactively to the date on which said remuneration starts to accrue, and for as long as RANDSTAD is obliged to pay them, regardless of whether the contract under which the employee accrues such remuneration has ended.

Overtime shall be classified according to the Collective Bargaining Agreement and any other regulations applicable at any given time to the worker provided.

The aforementioned coefficients do not include either the amount corresponding to Value Added Tax or any other taxes, fees or charges that may be created in the future and that may be applied to the service provision contracts and/or the CONTRACT. These shall be included and charged in the invoices issued by RANDSTAD to the CLIENT at the tax rate in force at any given time.

These coefficients will be revised upwards on 1 January of each year in which the offer or contract proposal remains in force, in accordance with the average variation experienced by the General Consumer Price Index, General Set, during the twelve months immediately prior to the aforementioned revision date, according to the corresponding official publication from the National Institute of Statistics or the Official Body that replaces it. Notwithstanding the foregoing, and regardless of the duration of the offer or contract proposal, the coefficients shall also be revised upwards by RANDSTAD in accordance with any variations to the labour contracting costs or Social Security costs arising from the collective agreement applicable at any time to the worker and/or the Social Security contribution, modifications to the regulations in force, or any other circumstances beyond RANDSTAD's control that generate an increase in such costs. The CLIENT shall pay the prices revised as a result of increases to reference costs from the moment that the increase in question is borne by RANDSTAD.

The revision of the coefficients required as a result of the variation experienced by the General Index of Consumer Prices shall be implemented once this information is published by the competent official body, and it shall be applied retroactively to the date of 1 January immediately prior to the date on which the aforementioned information is published.

Should the increase to any of the aforementioned costs be retroactive, as determined in the applicable collective bargaining agreement and/or any mandatory regulation, RANDSTAD will revise the price agreed in this contract accordingly.

Should RANDSTAD not perform the review and apply the coefficients at the appropriate time in each case, in accordance with the above, but at a later date, this shall in no way be considered as RANDSTAD waiving its right to such a review. RANDSTAD is therefore entitled to perform the review and application of the coefficients at any time after the circumstances leading to the requirement of such a review.

The price agreed in the CONTRACT does not include the cost of publishing advertisements, as agreed by the parties, with a media outlet and/or in a format and/or size other than those determined by RANDSTAD. Neither does the agreed price include any additional expenses that RANDSTAD may incur as a result of providing the service. 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.

#### 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 CANCELLATION 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](http://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 protection

In compliance with the provisions of Organic Law 3/2018, of 5 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, along with the signatories, representatives and contact persons listed in 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 their request by postal mail to the address indicated in the header of this agreement.

The interested parties also have the right to make a complaint to the Supervisory Authority (Spanish Data Protection Agency: [www.aepd.es](http://www.aepd.es)).

The data will be kept for as long as the relationship is maintained and their deletion is not requested, always in compliance with the applicable legal limitation periods.

In the event that personal data are communicated between independent data controllers in the course of the provision of the service covered by this CONTRACT, the following transfer agreement shall apply.

### 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, sanctions and anti-corruption

#### regulatory 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.

## 15. legislation and jurisdiction

These General Terms and Conditions for Recruitment and the CONTRACT, are subject to the civil and commercial laws of the Kingdom of Spain, which shall apply in a subsidiary capacity to the provisions of said laws.

For any questions or disputes that may arise regarding interpretation or implementation of the CONTRACT, 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.