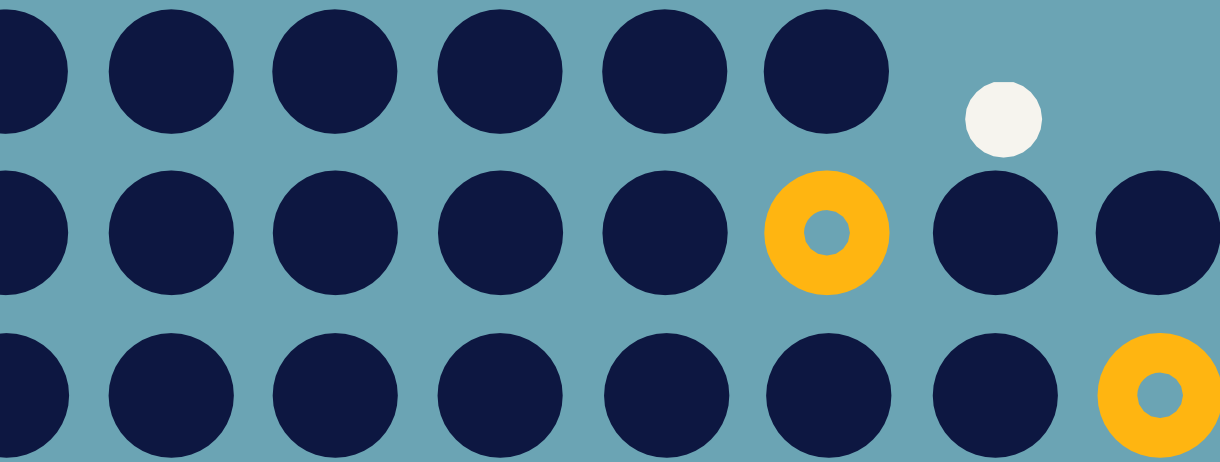


interim services

# general contract conditions



human forward.

# 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 for each worker that RANDSTAD makes available to THE CLIENT once the selection process has concluded. Staffing services contracts will follow the model included in these general terms as Annex 1.

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 CANCELATION 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 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](mailto: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](http://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.

## Annex 1. staffing services contracts

STAFFING SERVICES CONTRACT  
 Randstad Empleo E.T.T., S.A.  
 EMPRESA DE TRABAJO TEMPORAL

Name:	National ID (DNI):	Acting as:
Company Name: Randstad Empleo E.T.T., S.A.	Tax ID (NIF): A-80652928	Social Security Contribution Fee Amount:
Registered address:		City:
Administrative Authorisation: 79/0123/97		Temporary Validity Unlimited

### CLIENT COMPANY:

Name:	National ID (DNI):	Acting as:
Name:	National ID (DNI):	Acting as:
Company Name:	Tax ID (NIF):	Social Security Contribution Fee Amount:
Business Address:	City:	Province:
Work location address:	City:	Province:

### CONTRACT SIGNING ASSUMPTION:

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### CHARACTERISTICS OF THE POSITION

Qualification required:	
Functions:	
Workplace risks:	See annex, which is an integral part of this contract and its clauses, and is the result of the evaluation carried out by the client company
Individual Protection Equipment:	See annex, which is an integral part of this contract and its clauses, and is the result of the evaluation carried out by the client company
Collective Institutions:	
Schedule:	

### WORKER INFORMATION

Name:	NATIONAL ID (DNI):
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### CONTRACT DURATION

From:	Until:
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### SET COST

Euros per Standard Hour (VAT excluded): (1)
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## ADDITIONAL STAFFING SERVICES CONTRACT CLAUSES (I)

1. This contract, whose purpose is for RANDSTAD EMPLEO EMPRESA DE TRABAJO TEMPORAL, S.A., Sole Proprietorship (hereinafter, "RANDSTAD Temping Agency") to provide the client company with staffing services, will be governed by its own clauses and, in terms of that not stipulated therein, by the Commercial and Civil Codes, Law 14/1994, dated 1 June, and by all other temporary staffing regulation guidelines.
2. The information on the individual that will occupy the position (hereinafter, "the worker") is that included in this contract's corresponding section. Either of the parties may insist that the worker be replaced at any time with another worker with similar qualifications if any of the causes stipulated in art. 49 of the Statute of Workers Rights arises. If none of these causes arise, the client company may only request that the worker in question be replaced exclusively in cases in which the corresponding labour contract trial period has not lapsed. In that case, it is an essential requirement for the client company to notify RANDSTAD Temping Agency irrefutably in writing of the worker replacement request at least three days in advance of the date on which the client company intends for this action to take effect. Failure to comply with the indicated three day advance notice period will require the client company to compensate RANDSTAD Temping Agency an amount equal to the worker's gross daily salary for each advance notice day missed. Replacing a worker, regardless of the reason, will in no case lead to the cost stipulated in this contract to be lowered, and will require that a new staffing services contract be signed to reflect the information of the individual that will hold the replaced worker's position.
3. The functions that the worker will carry out are those indicated in this contract. Any change that the client company intends to make to these functions or the work schedule indicated in this contract must be adapted to that stipulated in the Statute of Workers Rights and, in particular, articles 39 and 41 thereof. The modification in question requires express consent from RANDSTAD Temping Agency and the worker, and in no case will lead to a lowering of the cost set here.
4. The client company expressly declares that the gross hourly salary corresponding to the worker's professional category, in compliance with the client company's applicable collective agreement and company pacts and/or agreements where this is established through collective bargaining, is not higher than \*\*\*\*\* euros, including Base Salary, Position Supplement, Proportional Part of Extra Payments, and Vacations, as well as Voluntary Increases, if any. The Client Company hereby declares that the applicable collective agreement/pact is \*\*\*\*\*. The client company is required to keep RANDSTAD Temping Agency informed at all times of variations to said salary and any of the other conditions that legally must apply to the worker according to the aforementioned agreement/pact, as well as the date on which said variations take effect.
5. While this worker labour dependency contract is in effect, RANDSTAD Temping Agency will be responsible for and continue to pay the worker's salary, protect the worker's social rights, and exercise disciplinary powers. In order for RANDSTAD Temping Agency to properly exercise its disciplinary powers, the client company must report worker labour breaches to RANDSTAD Temping Agency in writing and in a timely manner. The client company will not pay the worker any sum for any reason. If this is done, the client company will not be able to discount said amounts from RANDSTAD Temping Agency invoices, nor may it recover these costs in any other way. The worker's labour contract suspension, permits, and vacation system, as well as that of the other labour conditions derived from the working relationship between said individual and RANDSTAD Temping Agency is subject to that stipulated in the applicable collective agreement, labour regulations in effect at all times, and the aforementioned labour contract itself.
6. The client company's signing of the shift bulletins of hours worked certifies the exactness of the items listed therein as a tool for controlling hours worked, which will serve as a basis for invoicing the service. The amount that the client company must pay to RANDSTAD Temping Agency is that stated in the "Set Price" section, together with increases that may apply at any time according to that agreed upon in this contract. The amount does not include sums corresponding to the Value Added Tax, or any other type of tax, fee, or charge that may be levied on this contract in the future, regardless of its area of taxation, and national, autonomous regional, regional, or local nature. These amounts will be included and charged to the client company at the tax rates in effect at the time in the invoices that RANDSTAD Temping Agency issues.

The set price will be increased on the 1st of January of each year that the contract remains in effect in accordance with the average variation to the Consumer Price Index during the twelve months immediately prior to said review date, according to the official publication issued for this purpose by the Spanish National Statistics Institute or the official authority in its place. Notwithstanding the foregoing, and regardless of the duration of this contract, the costs stated will also be reviewed and increased by RANDSTAD Temping Agency in the same proportion as the variations in hiring costs or Social Security costs resulting from the collective agreements and/or pacts applicable at any time to workers, the Social Security contributions themselves, the amendment of any regulations in effect, or any other circumstances that are beyond the control of RANDSTAD Temping Agency that result in an increase of these costs. In all cases, the client company agrees to pay the revised prices due to an increase in the costs that are continuously referred to from the moment that this increase is paid by RANDSTAD Temping Agency. In the event that the increase of any of the costs referred to above is applied retroactively because this is so determined by the applicable collective agreement/pact and/or any compulsory rule, RANDSTAD Temping Agency will review the price set here in the same way.

In addition, if there are salary bonuses or benefits, or any other form of compensation that RANDSTAD Temping Agency must provide workers that were not able to be taken into account initially due to their varying nature, or for

any other reason when it comes to determining total compensation per hour (as an example but not limited to night-shift pay, overtime pay, holiday pay, transportation allowance, etc.), the price set here will be increased in the same proportion as the increases to Social Security and labour contract costs, or any other RANDSTAD Temping Agency costs in terms of the worker due to the circumstance presented, being retroactive to the date on which said increase occurred.

If for any circumstance the effective duration of this contract is less than or equal to five calendar days, regardless of the duration that the parties originally agreed upon, RANDSTAD Temping Agency will charge the client company for the company Social Security rate increase that it incurs due to the worker's common contingencies, pursuant to that stipulated in art. 151 of the revised text of the General Law on Social Security. The client company must pay the amount of the aforementioned rate increase to RANDSTAD Temping Agency once this contract is terminated together with all other amounts that were invoiced for the staffing services contracted.

7. RANDSTAD Temping Agency will issue the client company an invoice every month for the amount of worker staffing services provided during the month prior as a result of this contract. The client company must pay RANDSTAD Temping Agency the amount invoiced within a period of \*\*\*\*\* days counting from the date on the invoice by nominative cheque, direct debit, or bank transfer according to RANDSTAD Temping Agency's indications to the client company. In all cases, the client company must pay the total amount stated on the invoice, and may not withhold any part thereof for the purposes of full or partial compensation for any claims it may have against RANDSTAD Temping Agency.

RANDSTAD EMPLEO ETT, S.A. (Signature and Seal)

CLIENT COMPANY (Signature and Seal)

### **ADDITIONAL STAFFING SERVICES CONTRACT CLAUSES (II)**

A failure to pay or, where applicable, late invoice payment will entitle RANDSTAD Temping Agency 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.

8. In addition to the client company's obligations to RANDSTAD Temping Agency in accordance with this contract and regulations in effect at all times, the client company is expressly committed to:
- Refraining from using this staffing services contract for the provisions prohibited by article 8 of Law 14/1994 (according to its valid version at the time of this contract's signing) and, therefore:
    - Replacing client company workers during a strike.
    - Carrying out work or tasks that are particularly hazardous to workplace health and safety according to the terms established by additional provision two of Law 14/94 and, in compliance therewith, according to collective agreements or conventions.
    - When, within the twelve months immediately following the client company's contracting, the client company has streamlined the positions meant to be covered due to wrongful dismissal or the causes stipulated in articles 50, 51, and 52 section c) of the Statute of Workers Rights, except in cases of force majeure.
  - Refraining from transferring the worker to any other company.
  - Refraining from using this staffing services contract fraudulently according to the Law.

Informing worker representatives of the signing of this contract, and its purpose, within a maximum period of ten days counting from the date of its signing.

Informing RANDSTAD Temping Agency and the worker as to the position's workplace risks, informing the worker about the emergency plan, and necessary workplace risk prevention and protection measures, all of which prior to the staffing provision, with the client company providing and bearing the cost of these measures. Likewise, it is the client company's obligation to ensure that workplace health and safety measures are applied in the location where the worker will perform their job at all times. Providing the worker with the specific preventative training necessary to the position prior to the effective start of their work.

- Providing the worker with the tools, equipment, uniforms, individual protection equipment and clothing of any kind, and any other material means necessary to carry out their functions, with the client company bearing the cost of said measures.
- Immediately communicating to RANDSTAD Temping Agency via telegram, certified fax, or any other irrefutable means once corresponding emergency measures are taken regarding any workplace accident that occurs in which the worker is involved, as well as providing RANDSTAD Temping Agency with information on the accident and injured as necessary for RANDSTAD Temping Agency to be able to complete an accident report and process possible leave.
- Respecting and ensuring that workers respect labour laws in effect at all times, health and safety measures, schedules, shifts, breaks, vacation time, overtime, and any other aspects of the job. Essential work and employment conditions in effect at the Client Company must apply to the hired worker as per this contract,



pertaining to them as they have been hired directly thereby, with those relating to compensation, workday duration, overtime, break periods, night shifts, vacation time, and holidays being understood to be essential conditions. The provisions adopted by the Client Company for their direct workers regarding protections for pregnant women, breastfeeding, and minors, as well as those involving the equal treatment of men and woman, and those regarding the fight against discrimination based on gender, race, or ethnic origin, religion or beliefs, disability, age, or sexual orientation will also apply to the worker. The client company must keep RANDSTAD Temping Agency informed as to all of these, with the client company being responsible for damages caused to RANDSTAD Temping Agency due to a lack of awareness thereof.

- Facilitating the worker provided with the use of transportation, canteens, childcare, and other common services or collective facilities the client company provides for the duration of this contract, and under the same conditions as workers that are directly hired thereby, with the client company bearing the cost of said means and facilities.
  - Refraining from demanding that the worker change work locations to one that may or may not involve relocations, without express written consent from RANDSTAD Temping Agency.
  - Refraining from assigning workers with tasks other than those specific to the position for which they were hired.
  - Refraining under all circumstances from assigning the worker tasks that are prohibited under temporary staffing regulation guidelines.
  - Bearing the cost of travel, lodging, meals and per diems, and any other expense that may arise as the result of travel and any other activities that the worker carries out in order to perform their functions.
  - Informing the worker provided in accordance with this contract as to the existence of vacant positions in order to guarantee them the same opportunities of accessing permanent positions as workers hired directly by the client company.
9. As per that stipulated in Law 14/1994 in effect, the client company understands that staffing services contracts between a temporary staffing company and a client company may only be signed with the same provisions and under the same conditions and requirements of contracts signed by the client company with a set duration in accordance with that stated in articles 11 and 15 of the Statute of Workers Rights. In terms of this contract, the justifying cause is specified in the corresponding section (Contract Signing Assumption). In this sense, if the hiring modality included in said section were for a specific service or project, the client company guarantees that the final duration of the staffing services contract will in no case exceed the maximum periods set by labour regulations or applicable conventions.

The client company declares and recognises that, prior to the signing of this contract, there are no circumstances involving labour, Social Security, or any other aspect referring to labour relationships that the client company or any of the companies belonging to their group may have maintained with the worker, or those relating to staffing services contracts signed between the client company or any of the companies belonging to their group and other temporary staffing companies associated with the worker that harm or may harm the future of RANDSTAD Temping Agency. For such purposes, among others, the client company guarantees that the worker will continue to be placed in accordance with this contract for its entire duration within the limits of temporality stipulated in article 15.5 of the Statute of Workers Rights, in the version in effect at the time of this contract's signing. If this is not the case, the client company will be responsible to RANDSTAD Temping Agency following the terms set in additional clause 12 of this contract, notwithstanding its possible direct responsibility to the worker.

RANDSTAD EMPLEO ETT, S.A. (Signature and Seal)

CLIENT COMPANY (Signature and Seal)

### ADDITIONAL STAFFING SERVICES CONTRACT CLAUSES (III)

10. This contract's validity will be extended according to that stipulated in the corresponding section of this contract (Contract Duration), that stipulated in articles 11 and 15 of the Statute of Workers Rights, and that stipulated in all other applicable regulations at all times, all of which in function of the hiring modality confirmed in writing (Contract Signing Assumption). If the worker takes voluntary leave or the labour contract is terminated because the trail period was not passed, this contract will be terminated with the client company having no right to compensation, notwithstanding the client company's right to request that a new worker be made available. The client company agrees to respect the set duration of this contract. If the contract is terminated early, RANDSTAD Temping Agency will be compensated for damages arising from said circumstance. In particular, RANDSTAD Temping Agency will have the right to bill the client company for severance pay, social security payments it was required to pay due to lost reimbursements that the labour contract had produced, as well as the penalty surcharge and interest, and in general any cost or expense for which RANDSTAD Temping Agency was responsible as a result of said early termination.
11. For the purpose of that stipulated in article 1902 onward of the Civil Code, as it relates to article 15 of Law 14/1994, the worker will work for the entire duration of this contract under the civil responsibility of the client company, in which the worker will remain under their control, direction, and supervision, with the condition of client company employee having the effects of article 1903 of the Civil Code. In no case will RANDSTAD Temping Agency be directly or indirectly responsible for material, or personal damages, or damages of any other nature that the worker causes to the client company and/or any third party. Likewise, RANDSTAD Temping Agency will not be responsible for loss, theft, robbery, or missing materials, money, stock, merchandise, or any other good to which the worker has access for any reason due to their position. RANDSTAD Temping Agency will not be held responsible in cash or in kind for any sum that the client company may provide the worker in the form of a loan or in any other form. In addition, RANDSTAD Temping Agency will not be involved in recuperating expenses derived from workers' individual use of client company materials, meals eaten there, purchases, or any other expense that may be incurred.
12. If RANDSTAD Temping Agency is the subject of a claim, administrative sanction, or court ruling against them as a consequence of the client company's failure to fulfil the obligations they assume through this contract, as well as others that result from laws in effect at all times, the client company will be obligated to compensate RANDSTAD Temping Agency for all damages they incur for this reason, without limit. The client company must also compensate RANDSTAD Temping Agency without limit for damages that it incurs due to the client company's false and/or inexact declarations and/or revelations in this document, as well as information necessary to the proper execution of this contract that it provides to RANDSTAD Temping Agency at any time. In addition, responsibility derived from any work-related illnesses or workplace accidents suffered by the worker that are a result of the client company's failure to comply with their obligations in terms of sections 1 and 2 of article 16 of Law 14/1994 will be considered to be the client company's responsibility.

RANDSTAD Temping Agency reserves the right to insist on this contract's termination without the need to compensate the client company in any way if the cost set in this contract is not paid within the set period, if the client company fails to comply with any other of its obligations resulting from this contract's signing, if the client company is found to be in violation of laws regulating temporary work or labour laws in general, or if the client company is in receivership or any other state of insolvency either declared or otherwise. Likewise, RANDSTAD Temping Agency may insist on this contract's termination in accordance with the aforementioned if the client company fails to comply with any other RANDSTAD Temping Agency staffing services contract, even if there has not been a case of non-compliance with these clauses. RANDSTAD Temping Agency's termination of this contract due to any of the causes stated in this clause will lead to the client company being required to compensate RANDSTAD Temping Agency for damages that said termination may cause, including consequential damage and loss of profits.

13. 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 2016, the client company and signee(s) are hereby informed that the personal data of the signatories provided or facilitated as a result of this contract's signing will be included in a digital file belonging to RANDSTAD Temping Agency, 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 company and signee(s) consent to their personal data being used to send commercial communications via email and non-electronic means. The client company 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](mailto:proteccion.datos@randstad.es), or by sending a letter to the Data Protection Delegation, 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 company and the signee(s) consent to contact information being communicated to the entities which comprise the RANDSTAD Group ([www.randstad.es](http://www.randstad.es)) for the purposes indicated. The communication of their data may occur at any time following the signing of the contract.

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

14. The client company declares that neither it nor its employees and/or executives, nor any of its subsidiaries, nor the executives 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 of, 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 company 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 Temping Agency, nor the workers provided, are affected by activities that may infringe on said regulation. The client company will ensure that it will not transfer funds to RANDSTAD Temping Agency 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. For the resolution of any dispute or litigation that may arise from the interpretation or fulfilment of this contract, the parties expressly waive their possible corresponding jurisdictions and subject themselves to the Courts and Tribunals of Madrid

In \*\*\*\*\* , on the \*\*\*\*\* of \*\*\*\*\* , \*\*\*\*\*

RANDSTAD EMPLEO ETT, S.A. (Signature and Seal)

CLIENT COMPANY (Signature and Seal)