

# General Terms of Purchase Randstad (Switzerland) Ltd

Version May 2023

## Introduction

These are the general terms of Randstad (Switzerland) Ltd. and its group companies for the purchase of goods and services (the **General Terms**). The term **Randstad** used in these General Terms means the legal entity within the Randstad Group that has a legal relationship with the supplier and/or the entity for whose benefit the goods are purchased or the services are performed. Each Randstad entity enters into all agreements on behalf of itself and all Randstad group companies. This means that all goods and services that are subject to an agreement can be used by all Randstad group companies, as if they are party to the agreement.

## PART 1: GENERAL

### 1. Reading instructions

These General Terms are comprised of: (i) an introduction and this general Part 1, both of which apply automatically; and (ii) specific parts that will apply depending on the goods and/or services being purchased. Multiple parts may apply simultaneously. In the event of any conflict between this general Part 1 and a specific part, or between a specific part and a more specific part, the (most) specific part shall prevail over the general part or the less specific part, respectively. The General Terms are structured as follows:

#### Part 1: general (clauses 1-21):

General provisions, including those relating to liability and termination.

#### Part 2: goods (clauses 22-26):

Specific provisions regarding the purchase of goods, such as office supplies, telephones, computers, peripheral equipment, and other goods.

#### Part 3: services (clauses 27-30):

Specific provisions regarding the purchase of services in the field of consultancy, education/training courses, marketing services, communication, hiring staff, etc.

#### Part 4: IT services (clauses 31-42):

Specific provisions regarding the purchase of services where IT is being used or delivered, such as SaaS (Software as a Service), the development of custom software (including client and server applications, mobile apps, interfaces, portals and websites), software licences, maintenance and support, etc.

### 2. Terms, agreements and offers

- 2.1. These General Terms shall govern the terms on which Randstad purchases goods and/or services from the supplier.
- 2.2. If Randstad and the supplier have concluded a separate, individually negotiated written agreement for the supply of goods and/or services to Randstad, then in the event of any conflict between the two, the terms of that written agreement shall prevail over these General Terms.
- 2.3. To the extent that these General Terms contain more favourable terms for Randstad, these General Terms shall prevail over the following documents:
  - (a) any general terms and conditions (including general licensing terms and conditions) of the supplier and/or its subcontractors, whether printed on supplier's invoices, presented to and possibly accepted by any Randstad employee, published on any of the supplier's websites or elsewhere; and/or
  - (b) descriptions of products and/or services or other standard documents of the supplier, whether or not published on websites.
- 2.4. Any offer from the supplier shall not be revocable by the supplier, and shall remain valid for a period of three (3) months after receipt of the offer by Randstad.
- 2.5. The supplier shall not be entitled to reimbursement of any costs incurred in preparing, detailing, discussing or negotiating the offer or of any other costs in connection with the offer or the preparation of any goods or services to be delivered, regardless of whether or not an agreement for goods and/or services is concluded with that supplier.
- 2.6. The conclusion of an agreement with the supplier shall not impose any exclusivity or (minimum) purchase obligations on Randstad. Randstad is not bound in any way by any volume estimates, plans,

intentions, etc. communicated within the context of discussions concerning an agreement to be concluded.

### 3. General obligations of the supplier

- 3.1. The supplier shall perform its obligations under the agreement using the level of care and skill that can be reasonably expected from a competent and professional supplier under comparable circumstances and under comparable contractual terms.

- 3.2. The supplier shall ensure that the goods and services to be delivered meet all of the specifications agreed with Randstad, and meet any requirements that may be reasonably expected by Randstad. The supplier shall ensure that the goods and services are fit for the purposes known and knowable to the supplier for which Randstad purchased them. Goods and services must also at least satisfy the specifications stated in the supplier's offer.

- 3.3. The supplier shall follow Randstad's reasonable instructions when performing its obligations under the agreement.

- 3.4. Goods and services shall be delivered to the agreed location or, in the absence of any such agreement, at the location notified to the supplier by Randstad for that purpose. The delivery of goods or services shall include, at a minimum, all activities, parts, ancillary materials, accessories, user documentation, tools and/or spare parts and licences necessary or desirable to be able to use and/or derive the full benefit of the goods or services, and no additional costs may be charged for the same.

- 3.5. Time is of the essence in the performance of the agreement, and the supplier shall be in default if any agreed delivery dates are not met. Randstad may, in its discretion, allow the supplier a reasonable period of fifteen (15) calendar days in which the supplier can remedy any default, and shall notify the supplier in writing if it elects to exercise this discretion. The failure or delay by Randstad to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, and the same shall not be deemed a continuing waiver of any such rights and does not impact the binding effect of subsequent delivery periods. Randstad is not required to purchase services or goods on any date other than the agreed delivery date. Randstad reserves the right to postpone the agreed delivery date. If this demonstrably results in unavoidable additional costs for the supplier, Randstad will reimburse these costs, provided that the supplier notifies and provides evidence to Randstad of such additional costs immediately upon becoming aware of such additional costs, and obtains written consent from Randstad for the payment of such costs.

- 3.6. The supplier shall immediately report any actual or anticipated delays to Randstad. The supplier shall consult with Randstad in order to mitigate the impact of any such delay to the extent possible (without charging additional fees), without prejudice to Randstad's other rights.

- 3.7. If the supplier breaches the agreement, the supplier shall notify Randstad immediately of such breach, such notice to include details of the measures proposed by the supplier to remedy such breach and avoid its reoccurrence. Without prejudice to Randstad's other rights in relation to such breach, the supplier shall:

- (a) deliver or re-deliver the relevant goods or services, if this is reasonably possible and if Randstad has agreed that such delivery or re-delivery would be useful or desirable to Randstad; and
- (b) deploy, as quickly as possible, all additional means reasonably necessary to avoid a reoccurrence of such breach.

### 4. Statutory regulations, and third-party consent

- 4.1. In the performance of the agreement, the parties shall comply with all applicable statutes, laws and regulations. The goods and services delivered by the supplier must always comply with any applicable statutory standards and/or requirements that are applicable at the time and place of delivery and any changes to such statutory standards and/or requirements that have been announced to be implemented in the short term.

- 4.2. The parties shall discuss with each other any imminent changes in applicable laws or regulations that may have an impact on the goods and services in good time as soon as a party becomes aware of these.

- 4.3. The supplier shall be responsible for applying for, obtaining and retaining any permits, certificates, approvals and (software) licences from third parties and accreditations necessary for the performance of the agreement, at its own expense. The supplier will provide all

reasonable assistance to Randstad as may be required in order to comply with the applicable statutory requirements, as well as any certification and accountability requirements, that are known or knowable to the supplier. The supplier shall document its performance of the agreement and the services in a professional manner.

4.4. Where there has been a change in any applicable statutory requirements, any goods and services that already have been delivered to Randstad will be adapted to the new requirements by the supplier at Randstad's request at the agreed rates or, in the absence of such agreement, at reasonable rates to be agreed upon at such time. If a maintenance agreement has been concluded between the supplier and Randstad, this obligation is deemed to be included in such maintenance agreement.

4.5. The supplier shall ensure that the goods and services which it delivers do not infringe any valid third-party right and that their use is not otherwise unlawful in respect of third parties.

4.6. If use by Randstad of goods or services provided by the supplier is limited or prohibited by third party claims, after consulting with Randstad, the supplier shall:

- (a) procure a right of use from this third party so that Randstad can continue to use the relevant goods and services without interruption; or, if and only if this is not reasonably possible;
- (b) replace the goods and services involved with equivalent goods and services that offer at least the same functionality and performance and that do not infringe third-party rights. in connection with any replacement of goods or services under this paragraph b, supplier shall at no charge provide such transition services, consultation or training as may be required to mitigate the disruption to Randstad's operations that may result from such replacement.

4.7. If a claim is made against Randstad for actual or alleged infringement of a third party's intellectual property rights arising out of or in relation to Randstad's use of the goods and services provided by the supplier as contemplated by clause 4.6 above, Randstad shall:

- (a) report such claim in writing to the supplier as soon as reasonably possible, and
- (b) provide to the supplier all reasonable cooperation in the defence of that claim at the cost and expense of the supplier.

4.8. Any costs incurred in connection with measures that are taken to prevent or mitigate Randstad's inability to use goods or services and/or to limit additional costs or damage as a result of any such third party intellectual property infringements will be borne by the supplier.

4.9. Without prejudice to the provisions in the preceding paragraphs, Randstad may, in the event of any actual, claimed or alleged violation of third party rights, terminate (in whole or in part), or rescind all or part of the agreement with the supplier by notice in writing.

**5. Randstad's cooperation**

5.1. Randstad shall:

- (a) make available within a reasonable time all information requested by the supplier that is reasonably necessary and relevant for the supplier for the performance of the agreement, including relevant information regarding the purpose for which Randstad is procuring the relevant goods or services;
- (b) make available the information, materials, facilities and other cooperation agreed in writing for the purpose of enabling the delivery of the goods and services.

5.2. After the delivery by Randstad of any such information, materials and/or facilities to the supplier, the supplier shall check these to verify their suitability, completeness and/or proper functioning. The supplier shall immediately, and in any case within ten (10) working days, report any irregularities to Randstad, failing which Randstad will not be liable for any costs or consequences arising out of or in relation to such irregularities.

**6. Activities at Randstad locations**

6.1. When performing activities at Randstad locations, the supplier shall ensure that its employees comply with the policies and rules of conduct and safety applicable at those locations as well as the instructions of Randstad.

6.2. Randstad shall ensure that its locations comply with any applicable laws and regulations, such as health and safety regulations and working conditions standards.

6.3. The supplier and its personnel shall only be granted access to Randstad locations and Randstad's IT systems in accordance with the provisions of the Vendor Information Security Requirements referred to in clause 40.

6.4. Randstad may ask the supplier's employees to sign a document relating to confidentiality, intellectual property rights and/or policies and rules of conduct before they are given access to Randstad's locations and/or systems. The supplier shall ensure that its employees sign and comply with the terms of any such document(s).

**7. Acceptance procedure and correction of errors**

7.1. Randstad shall be entitled to perform acceptance tests on the delivered goods and/or results of services in order to determine whether the agreed requirements relating to those goods and/or services are satisfied.

7.2. If delivery takes place in parts, both the individually delivered parts and the end result as a whole may be subjected to an acceptance test.

7.3. Randstad shall have a period of fifteen (15) working days after the complete delivery of the delivered parts or end result of the relevant goods and/or results of services within which to carry out any acceptance tests.

7.4. Randstad may extend the acceptance test period proportionally, if:

- (a) Errors come to light during the acceptance test that render Randstad unable to perform or complete the acceptance test in time, without prejudice to the rights of Randstad in case of overdue delivery, or
- (b) Randstad is not able to complete the acceptance test within the acceptance test period on reasonable grounds.

Errors are understood in these General Terms to mean: the non-functioning, or faulty functioning, of software applications, and/or any other non-compliance of the services, goods or results of the services with the agreement or specifications. Randstad shall notify the supplier of any extension of the acceptance test period in accordance with this provision, and determine the period within which it will complete the acceptance test.

7.5. Randstad shall notify the supplier of any Errors discovered within ten (10) working days from the end of the acceptance test period specified in clause 7.3 above.

7.6. If Errors are discovered during an acceptance test, the supplier shall correct them within the time limit agreed upon with Randstad and, in the absence of any such agreed time limit, within ten (10) working days after notification of any Errors in accordance with clause 7.5. After the repair activities are performed, a new acceptance test period commences that will last as long as the original acceptance test period. Clauses 7.5 and 7.6 apply to any retest.

7.7. If Errors are discovered during a subsequent acceptance test, Randstad may, at its discretion:

- (a) enable the supplier to correct the reported Errors within a reasonable period of no more than ten (10) days from notification of the Errors, if such correction is possible; or
- (b) terminate or rescind all or part of the agreement for such breach.

The supplier shall correct any Errors at no additional cost to Randstad, and acknowledges that this remedy is without prejudice to any other rights that Randstad may have.

7.8. If correction of the Errors is not possible or if the Errors are not corrected within the agreed or aforementioned time limit, Randstad may each time terminate or rescind all or part of the agreement for such breach.

7.9. Randstad shall confirm its acceptance of the goods and/or results of the services to the supplier in writing, and such acceptance will be deemed to have taken place on the date of that written notice. In the absence of such notification by Randstad, the deliverables will be deemed to be accepted by Randstad ten (10) working days after the end of the acceptance test period. Randstad shall not unreasonably withhold its acceptance. If, in Randstad's reasonable opinion, the Errors are of an insignificant nature and do not materially hinder operational use, Randstad shall not withhold its acceptance on those grounds, without prejudice to the supplier's obligation to correct the reported minor Errors without delay and at no additional cost to Randstad.

7.10. The signing by Randstad of any proof of receipt or proof of delivery does not imply approval or acceptance of the delivered goods or (results of) services.

7.11. The acceptance test and/or the test use may be performed by Randstad itself or by a third party designated by Randstad.

7.12. Randstad is not obliged to make any payment to supplier before acceptance has taken place. Payments that are made prior to

acceptance are always made on the understanding that they are conditional upon Randstad's subsequent acceptance.

**7.13.** If Errors arise in goods delivered by the supplier within thirty (30) working days of Randstad commencing usage of such goods, Randstad shall be entitled to request immediate replacement of those delivered goods with new goods. If immediate replacement (within three (3) working days) is not possible, Randstad shall be entitled to cancel the relevant order and obtain a full refund of any fees paid in advance, without prejudice to any other rights.

**7.14.** A general warranty period of two (2) years applies from the later of (i) complete acceptance, or (ii) in case no acceptance test has been applied, complete delivery of the services or goods. Errors reported during the warranty period will be remedied by the supplier as quickly as possible and, in any event, no later than within ten (10) working days of Randstad notifying the supplier of such Errors, at no cost to Randstad. This warranty applies in addition to, and not instead of, any more favourable warranty arrangements offered by the supplier or the relevant manufacturer for the delivered goods and services. The supplier warrants that, during the warranty period, the goods and services will be (a) free from any defects in workmanship, material and design (b) conform to applicable specifications, samples and other requirements specified by Randstad (c) be fit for their intended purpose and operate as intended (d) be merchantable and of satisfactory quality, and (e) be free and clear of all liens, security interests or other encumbrances.

**7.15.** If Randstad has purchased maintenance and/or support service regarding the delivered item, the supplier shall - even after the warranty period - correct any Errors reported after the acceptance test period, as part of that maintenance or support service, in accordance with the applicable service levels.

**7.16.** Maintenance and/or support services for goods or services to be delivered by the supplier are deemed to commence, and payment for such services becomes due, at the time that their operational use by Randstad commences, unless such operational use is made in the context of an acceptance test, in which case the maintenance and/or support services (and the related payment obligations) commence from the time of the acceptance.

**7.17.** Acceptance by Randstad shall not constitute a waiver by Randstad of any of its rights under this agreement and shall not release the supplier from its obligation to deliver the good and/or services, or from its obligation to correct Errors reported by the supplier after acceptance as part of its maintenance, management and/or (other) warranty obligations.

## 8. Prices

**8.1.** All goods and services are delivered based on prices and rates to be agreed in advance. Prices and rates must remain within any budgets agreed with Randstad.

**8.2.** If payment based on subsequent costing has been agreed, only the time actually spent on activities approved in advance and registered in the time sheets approved by Randstad in writing may be invoiced.

**8.3.** Only time spent effectively may be charged. Any time spent by the supplier due to errors made by the supplier or other failures in the supplier's performance of the agreement may not be charged.

**8.4.** Any right for Randstad to receive goods and/or services following an advance payment, including hours for support and training, shall never lapse and will be refunded (pro rata) to Randstad if the supplier does not deliver those services and/or goods.

**8.5.** The supplier must have prior written consent from Randstad to perform contract variations. No costs may be charged for contract variations that reasonably could have been foreseen upon commencement of the agreement. In all other cases, the costs associated with the variations shall be as agreed between the parties in advance. In the absence of such agreement, the costs related to the variations shall be consistent with market practice and shall not unfavourably differ from the other price arrangements between the parties.

**8.6.** Subject to the other provisions of this clause 8, the supplier shall bear its own costs for the performance of the agreement and Randstad shall not be liable to pay such costs. The supplier shall not be entitled to charge for part of any goods or services delivered that do not comply with the agreement.

**8.7.** Prices and hourly rates are fixed.

**8.8.** The prices and rates agreed are expressed in Swiss Francs, exclusive of VAT (or equivalent local sales tax). The prices and rates include all other possible duties and taxes. The prices and rates stated in the agreement include all costs that the supplier must incur to satisfy its obligations under the agreement, including travel, accommodation,

transport, installation and packaging costs and the costs of means and licenses necessary in the course of performance.

**8.9.** Randstad is entitled to carry out a benchmarking exercise in relation to the price/quality ratio and other terms and conditions of all or part(s) of the goods or services, for agreements longer than two (2) years. If the benchmark demonstrates that the price/quality ratio of the goods and/or services are beneath the average comparable market standard, the parties will deliberate with each other about adjusting the (terms and conditions of) the delivery of the products and/or services to bring them in line with the market.

## 9. Billing and payment

**9.1.** Subject to alternative arrangements made between Randstad and the supplier in writing, all invoices must contain the following information:

- (a) name of the Randstad legal entity;
- (b) Randstad's designated contact, delivery address;
- (c) the order number (which should be received by every supplier automatically by email, or, if not received, can be obtained from the Randstad designated contact on request), VAT number and IBAN; and
- (d) a brief description of the goods and services billed.

Invoices must satisfy any applicable statutory requirements.

**9.3.** At Randstad's request, the supplier must provide further information and evidence in relation to the invoice in writing, and demonstrate that the goods and services billed were indeed delivered in accordance with the agreement.

**9.4.** Randstad shall not be obliged to pay any invoices that do not satisfy the requirements of this clause 9.

**9.5.** Invoices must be sent to Randstad's creditor administration in pdf (one pdf per invoice) by email to [invoice@randstad.ch](mailto:invoice@randstad.ch) as soon as possible after the provision of the goods or services but, in any case, within six (6) months after the provision of the goods or services. Randstad is not obliged to pay any invoice received after this six (6) month term.

**9.6.** Randstad shall make payment within thirty (30) calendar days of receiving an invoice that satisfies these requirements. If Randstad disputes any sums set out in an invoice, it shall notify the supplier before the due date for payment and will pay any undisputed amounts set out in that invoice.

**9.7.** Payment by Randstad does not in any way imply a waiver of any rights or acceptance of the goods or services delivered.

**9.8.** The supplier can contact the Randstad creditor administration by email to [finance@randstad.ch](mailto:finance@randstad.ch) if it has any questions relating to invoices.

## 10. Use of Randstad's name, trade mark

**10.1.** The supplier may not use Randstad's names, marks, logos, slogans, domain names and/or tunes, irrespective of whether these are protected by law, except to the extent that such use by the supplier is necessary to perform its obligations to Randstad or Randstad has given prior written approval. Any use of Randstad's names, trademarks, etc. must be in accordance with Randstad's guidelines.

**10.2.** The supplier shall only be entitled to inform third parties that it is a supplier of Randstad with prior written consent from Randstad, which consent Randstad may withdraw in writing at any time. The manner in which such information is provided must be approved by Randstad in advance. In addition, no statements may be made regarding the nature of the services and goods and/or the content and performance of the agreement without prior written consent. The provisions of this clause 10 remain at all times subject to clause 11.

## 11. Confidentiality

**11.1.** The supplier shall keep all Confidential Information strictly confidential for an indefinite period and shall not disclose it to third parties, other than to the extent necessary to carry out its obligations under the agreement, or with prior written consent of Randstad.

**Confidential Information** means: any data or information originating from or regarding Randstad and/or its group companies, its and their respective candidates, employees, customers and/or other relations, including **Randstad Personal Data** (as defined in clause 12), that is provided to the supplier or otherwise becomes known to the supplier in the context and/or execution of the agreement, regardless of the form of disclosure (whether oral, written, electronic, or otherwise) and whether or not expressly marked or designated as confidential at the time of disclosure. Confidential Information also includes, without limitation, the content and the existence of the agreement, building instructions, drafts,

texts, images, working processes, trade secrets and specifications of the goods and services.

**11.2.** In respect of all Confidential Information, the supplier warrants and undertakes:

- (a) to have in place appropriate technical and organisational measures to protect Confidential Information against accidental loss, destruction, damage and against unauthorised or unlawful processing. These measures must provide a level of security appropriate to the risk represented by the processing and the nature of the Confidential Information to be protected and, in any event, must be no less than the measures that the supplier has in place to protect its own confidential information;
- (b) that only those employees (including contractors or any other person working under the authority of the supplier) who need to have access to Confidential Information will have access to it on a strict "need to know" basis and have committed themselves, in writing, to comply with the confidentiality obligations set out in these General Terms, and that such obligations shall survive the termination of the agreement;
- (c) not to use the Confidential Information for any purpose other than the performance of the agreement with Randstad and in accordance with that agreement, the applicable statutory laws and regulations and the guidelines possibly provided by Randstad, whether or not in anonymised or aggregated form;
- (d) to inform Randstad immediately in case of any actual or suspected unauthorized disclosure, destruction, loss, damage or unlawful processing of and/or unauthorized access to the Confidential Information;
- (e) to not hold such Confidential Information, even if anonymized, in its possession for a period longer than necessary to perform its agreed obligations without the prior authorization of Randstad, unless otherwise required by applicable law; and
- (f) to return to Randstad or destroy (at Randstad's election in writing) such Confidential Information, including any copies and/or derivative works made, immediately upon Randstad's request, and/or immediately upon performance of its obligations, and confirm in writing to Randstad that all Confidential Information is transferred back, destroyed or removed.

**11.3.** Except with respect to Randstad Personal Data, the obligations mentioned in clauses 11.1 and 11.2 are not applicable to information that the supplier can show:

- (a) is in the public domain at the time it was disclosed or will enter the public domain through no action or inaction of the supplier and, to the supplier's knowledge, through no violation of any obligations of confidentiality to Randstad by a third party;
- (b) was known to the supplier without restriction, at the time of disclosure and, to the supplier's knowledge, through no violation of any obligations of confidentiality to Randstad by a third party; or
- (c) is developed by the supplier entirely independent of Randstad.

**11.4.** Without prejudice to clauses 11.1 and 11.2, the supplier may disclose Confidential Information to a third party by virtue of any statutory provision or to an authority or regulatory body with authority over the supplier. This disclosure shall not extend further than necessary to comply with the statutory provision respectively the request. If legally permissible, the supplier shall provide as much prior notice to Randstad as possible and cooperate fully with any Randstad request to limit such mandatory disclosure and/or to seek confidential treatment of such disclosed Confidential Information.

**11.5.** Randstad may request that employees or subcontractors deployed by or through the supplier who will have access to Confidential Information sign an additional confidentiality statement in advance, approved by Randstad. The supplier shall be responsible for breaches of this clause 11 committed by its employees or subcontractors as if the supplier had committed such breach itself.

**11.6.** For every violation of this clause 11, the supplier shall immediately pay to Randstad a penalty in the amount of CHF 25,000, without prejudice to Randstad's other rights, including the right to damages and performance. If Randstad claims damages from the supplier as a result of a violation of this clause, any penalty paid by the supplier pursuant to this clause shall be deducted from the amount of damages.

## **12. Personal Data**

### **General processing obligations applicable to all suppliers.**

**12.1.** The parties shall comply with their specific obligations under applicable data protection legislation and regulations, including without limitation the Federal Act on Data Protection (FADP) and if applicable the EU General Data Protection Regulation (Regulation (EU) 2016/679 of 27 April 2016 (**GDPR**)). The parties understand **Randstad Personal Data** to mean any Personal Data (as defined in the **GDPR**), in relation to which Randstad is a Controller that is Processed by the supplier as an independent Controller in the course of the performance of the agreement. Controller, Processor, Personal Data, Process/Processing, Data Subject and Supervisory Authority shall have the meaning as in the **GDPR**, for the purpose of these General Terms.

**12.2.** The supplier shall only Process Randstad Personal Data to the extent it is strictly necessary to provide the services or perform its other obligations under the agreement. The supplier is not authorized to Process Randstad Personal Data for any other purposes, including without limitation for analytics, neither to link or combine Randstad Personal Data with other information available to the supplier, without the prior written authorization from Randstad.

**12.3.** The supplier warrants and undertakes, in addition to clause 11.2, that:

- (a) it will ensure that its employees (including contractors or any other person working under the authority of the supplier) authorised to Process Randstad Personal Data are provided with appropriate data protection training;
- (b) it will cooperate in good faith with Randstad and the Supervisory Authorities concerning all enquiries related to the Processing of Randstad Personal Data and will do so within a reasonable time, including but not limited to make available to Randstad the information necessary to demonstrate compliance with legal obligations and use all reasonable endeavours to assist Randstad in the preparation and completion of necessary notifications, registrations, documentation and completion of data protection impact assessments;
- (c) it shall, without any further conditions, deal promptly and appropriately with any request from Randstad and Data Subjects to ensure the effective exercise of Data Subject's rights, including requests to access, correct, delete, portability, block, restrict access to Randstad Personal Data; and
- (d) at the time of entering into the agreement, it has no reason to believe in the existence of any laws applicable to the supplier that would have a material adverse effect on the guarantees provided for under this clause 12 and clause 11.2, and it will inform Randstad immediately if it becomes aware of any such laws.

**12.4.** Unless prohibited by applicable law, the supplier shall inform Randstad about every (proposed) audit or investigation or if it receives a subpoena by a Supervisory Authority or other competent authority in respect of the Processing of Randstad Personal Data. The supplier shall fully cooperate with any such audit or investigation without any further conditions.

**12.5.** If the services or the obligations of the supplier under the agreement include collection of Personal Data or if Randstad receives Personal Data from the supplier, the supplier warrants that the Processing of the Personal Data is lawful, including without limitation that the supplier:

- (a) has provided the Data Subjects with all relevant information about the Processing in compliance with applicable data protection legislation, and
- (b) obtained the specific and prior valid consent of the Data Subjects to disclose their Personal Data to Randstad, unless a different legal ground is applicable and the supplier so communicates to the Data Subjects.

**12.6.** The supplier shall ensure that the principles of privacy by design and privacy by default are observed, including without limitation where the services consist of the delivery or development of software or Software as a Service.

**12.7.** If the services include that Randstad Personal Data will be transferred to third countries or to international organisations, the supplier shall only carry out or accept such transfer if full compliance is ensured with data transfer requirements under the data protection legislation applicable to the Randstad entity for whose benefit the services are performed and with the prior written approval of Randstad including, where applicable, by entering into additional agreements directly with Randstad prior to carrying out or accepting such transfer of Randstad Personal Data.

**Supplier acting as a Processor.**

**12.8.** If the services include the Processing of Randstad Personal Data by the supplier as a Processor on behalf of Randstad, the supplier shall not initiate any Processing of Randstad Personal Data on behalf of Randstad before agreeing in writing with Randstad (and, where required, with the relevant Randstad entity) on specific provisions to govern the Processing of Randstad Personal Data by supplier on behalf of Randstad, if applicable also in view of article 28 of the GDPR (**Data Processing Agreement**). If there is any conflict of provisions between these General Terms and the Data Processing Agreement in relation to the obligations of a Processor, the provisions of the Data Processing Agreement shall prevail.

#### **Joint Controller obligations.**

**12.9.** If the parties consider that they are Processing Personal Data in connection with these General Terms as joint controllers as defined in article 26 GDPR, the parties shall enter into a separate agreement that complies with the terms of article 26 of the GDPR ("**Joint Controller Agreement**"). If there is any conflict of provisions between these General Terms and the Joint Controller Agreement in relation to the obligations of the supplier as a joint controller, the provisions of the Joint Controller Agreement shall prevail.

#### **13. Audit rights, compliance support**

**13.1.** Randstad shall be entitled to conduct an audit of the supplier in relation to the matters set out in paragraphs (a)-(e) below using internal auditors and/or external auditors to be appointed by Randstad. To the extent reasonably possible, the time and location of the audits and the manner in which the audits are conducted will be determined in consultation with the supplier. The supplier shall provide to Randstad and/or the external auditor all reasonable cooperation and access to the relevant systems and documents in the performance of audits regarding:

- (a) the services provided in general and the Processing of Confidential Information, in particular Personal Data;
- (b) the correctness of invoices;
- (c) compliance by the supplier with its obligations, including compliance with the Randstad Group supplier code;
- (d) security aspects of the services and Confidential Information; and
- (e) matters that Randstad must verify in order to satisfy its statutory obligations.

**13.2.** Each of the parties shall bear its own costs in respect of the audit, unless the audit reveals that the supplier has not complied with its obligations, in which case the supplier shall pay the costs of the audit, without prejudice to any other rights of Randstad in respect of any breach by the supplier.

**13.3.** If an audit is carried out on the request of a customer or regulator of Randstad, the supplier may charge Randstad any agreed fees relating to that audit and, absent such agreement, pass on its reasonable costs as are consistent with market practice, unless the audit shows that the supplier failed to comply with its obligations (in which case, the supplier shall bear its own costs and reimburse Randstad for the costs of the audit).

#### **14. Force majeure**

**14.1.** For the purposes of these General Terms, a party (the **Affected Party**) will not be held liable for non-performance of its obligations under the agreement if the Affected Party's non-performance results from events, circumstances or causes beyond the Affected Party's reasonable control, including acts of God, laws or actions taken by government or public authorities, epidemics or pandemics, or war (**force majeure**).

**14.2.** In the event of force majeure, the obligation to perform the obligation(s) under the agreement will be entirely or partly suspended for the Affected Party for the duration of the force majeure event, with neither party being liable to pay any damages to the other party. Force majeure does not include: strikes in the supplier's business, sickness/occupational disability of the supplier's employees, failure by supplier's own employees and/or any subcontractors, and/or any circumstances existing at the time that the parties enter into the agreement.

**14.3.** The Affected Party will report force majeure immediately to the other party in writing, along with any documents or other evidence required to prove the force majeure event and the impact on the Affected Party's ability to perform the agreement. The Affected Party shall, at its own expense, take all reasonable measures and use all reasonably available alternative means to prevent the resulting breach as much as possible or, in any event, to reduce the impact of such breach on the other party.

**14.4.** If the supplier is unable to deliver goods or services due to force majeure and this is likely to cause Randstad damage or to significantly disturb its business operations, Randstad shall be entitled to cancel the relevant goods or services without any cost and/or to temporarily suspend their use and procure the same itself. The supplier shall lend its full cooperation in this respect, and shall also give Randstad a pro-rata refund of any payments made in respect of the cancelled or suspended goods or services.

#### **15. Liability and indemnities**

**15.1.** The following limitations of liability applies between the parties for liability arising out of or in connection with the agreement, unless agreed otherwise in these General Terms:

- (a) In the event of loss or damage as a result of physical damage to or destruction of items, a limit of CHF 2,000,000 per event or series of directly related events, with a maximum of CHF 5,000,000 per year shall apply.
- (b) Neither party shall be liable for any indirect or consequential loss or damage.
- (c) For direct damage (which is defined as all damage eligible for compensation pursuant to the law that is not categorized as damage as described at (a) or (b), a per event limit of (i) CHF 1,000,000 or, if higher, (ii) three (3) times the total of the amounts paid or payable by Randstad to the supplier with respect to the twelve-month period preceding the harmful event, with a total maximum per calendar year of CHF 5,000,000, shall apply.

**15.2.** The limitation of liability in the previous paragraph shall not apply:

- (a) in the event of fraud or fraudulent misrepresentation, wilful intent or gross negligence on the part of the liable party, including its subcontractors, employees, etc.
- (b) to indemnities given by the supplier;
- (c) in the event of any breach by the supplier of its obligations under applicable data protection legislation, under clause 11, 12 and/or 30;
- (d) death or personal injury arising out of or in connection with negligence; or
- (e) any other liability which may not be excluded or limited under applicable law.

#### **15.3. Indemnities**

- (a) The supplier shall indemnify and keep indemnified Randstad against:
  - i. all third party claims, proceedings or actions (including claims by Randstad's staff) for compensation for damage that is attributable to the acts, omissions, performance or non-performance of the supplier or its agents;
  - ii. all claims, proceedings or actions brought by a competent public authority and/or Data Subject against Randstad with respect to the Processing of Randstad Personal Data by supplier;
  - iii. all claims, proceedings or actions brought against Randstad arising out of any breach by the supplier, its employees, or subcontractors of its data protection obligations under the agreement;
  - iv. subject to clause 15.4, all liabilities, costs, expenses, damages and losses (including, but not limited to, any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Randstad due to or in connection with any claim made against Randstad for actual or alleged infringement of a third party's intellectual property rights arising out of or in relation to Randstad's use of the goods and services provided by the supplier;
  - v. all claims or entitlements – irrespective of the legal basis – from freelancer and third parties, including claims for payment of wages, compensations, wage taxes, damages, fines and/or costs, based on the ground that a(n) (fictive) employment relationship exists between the freelancers deployed by the supplier on the one hand and Randstad, the supplier or a third party on the other;
  - vi. all claims from any authority charged with the enforcement of tax legislation, social insurance legislation, the applicable legislation on the law

relating to foreigners and/or other legislation in the matter of wage taxes, VAT, import duties, penalties or other government levies that are related to the services provided by the supplier (or a subcontractor) and/or the staff it has engaged for that purpose. Likewise, the supplier indemnifies Randstad from employment law claims originating from employees used by the supplier or subcontractors to deliver the services to Randstad, including but not limited to, alleged back wages; and

- vii. all claims, proceedings or actions arising out of or in connection to the supplier's breach of applicable laws, wilful misconduct or gross negligence.

**15.4.** The indemnification obligation in clause 15.3(a)iv above does not apply to the extent the relevant third-party claims are caused by:

- (a) changes which are made by Randstad, without consent of the supplier, in the goods or services that infringe as a result of such change, other than as contemplated by the agreement; or
- (b) use of the relevant goods or services by Randstad outside of the permitted use or licence terms agreed for the same.

**15.5.** In the event of a claim brought by a competent public authority in respect of which the supplier has indemnified Randstad in accordance with the agreement, Randstad may elect to retain sole control of such claim, and shall:

- (a) keep supplier notified of relevant developments in such claim;
- (b) give supplier a reasonable opportunity to participate government authority's investigation;
- (c) defend the investigation diligently and take into consideration supplier's own defence arguments and evidence in Randstad's defence of such claim;
- (d) take all reasonable steps to mitigate loss and damage; and
- (e) not agree any settlement in relation to fines or monetary penalties without first consulting with supplier and obtaining supplier's consent (not to be unreasonably withheld or delayed).

For the avoidance of doubt, the supplier remains financially responsible for all damages, costs and expenses associated with such a claim.

**15.6.** The supplier shall take out and maintain adequate insurance for third party liability and, if applicable, professional liability, with a minimum coverage of the amounts referred to in clause 15.1. The insurance must at least provide coverage for the supplier's obligations to Randstad to compensate for damage that arises out of or in connection with the agreement and/or these General Terms, insofar reasonably insurable. Upon request, the supplier shall provide Randstad with a current certificate of insurance authenticated by the insurer.

## 16. Term and termination

**16.1.** The agreement shall terminate automatically on the expiry of the term agreed by the parties, except in the case where the parties continue to perform the agreement after the end of the agreement, in which case its terms and conditions will continue to apply and Randstad shall be entitled to cancel the agreement upon no less than one (1) months' prior written notice, such notice to take effect at the end of a calendar month. If no term has been agreed, the agreement shall continue unless terminated by Randstad on no less than two (2) months' prior written notice, or terminated by the supplier on no less than six (6) months' prior written notice.

**16.2.** Without prejudice to the parties' other rights of termination or rescission under these General Terms, the agreement or applicable law, a party may also terminate or rescind the agreement in part or in whole, with immediate effect, out of court, in the following circumstances:

- (a) where the other party fails to perform any material obligation under relevant agreement or indicates that it will not perform that material obligation, such failure being of such a serious nature that immediate termination or rescission is reasonable in view of the impact of the failure on the business operations and/or reputation of the non-breaching party;
- (b) in the event of fraud on the part of the other party, its subcontractors, employees and/or board members;
- (c) in the event of an incurable material breach by the other party;
- (d) in the event of any other material breach by the other party that has not been remedied within fifteen (15) calendar days

after written notice of default (or, in the event of the breach of a payment obligation, after sixty (60) calendar days);

- (e) if the other party applies for (temporary) suspension of payments or bankruptcy;
- (f) if the other party is granted (temporary) suspension of payments or is declared bankrupt;
- (g) in the event of seizure of (part of) the other party's business property intended for the performance of the agreement;
- (h) in the event of closure or liquidation of the other party's enterprise;
- (i) in the event of any other circumstance that causes a party to reasonably doubt the continuity of the performance of the obligations by the other party;
- (j) in the event of breach of the agreed security requirement(s) for supplier; or
- (k) in the event the other party causes damage to reputation or image of the relevant party.

**16.3.** Randstad shall be entitled to immediately terminate all current agreements in part or in full, with immediate effect, in the following circumstances:

- (a) 50% or more of the control over the supplier (or a material part thereof that is directly charged with providing a part of the goods or services) is directly or indirectly obtained by another party;
- (b) a competitor of Randstad acquires, directly or indirectly, a part of or the full stock of the supplier;
- (c) if goods made available by or on behalf of Randstad within the context of an agreement are seized by creditors of the supplier and this seizure is not lifted within five (5) working days.

**16.4.** In the event of termination or rescission of an agreement by Randstad, any amounts (pre)paid by Randstad will be refunded proportionately, unless the (partial) delivery that has already been made cannot be used by Randstad because of the supplier's breach of contract or because no further deliveries of goods or services are made due to the termination or rescission, in which case Randstad may seek full repayment of all amounts paid (in the latter case, provided that Randstad, where possible, also returns all items delivered to the supplier). In the event of termination or rescission of an agreement by Randstad, the supplier shall have no rights for any compensation whatsoever in relation to the termination or rescission.

**16.5.** Notice of rescission and termination must be given by certified or registered mail.

**16.6.** In the event that Randstad is entitled to rescind or terminate an agreement, Randstad shall also be entitled to rescind or respectively terminate all other agreements with the supplier in place at that time.

**16.7.** Provisions that, by their nature, are intended to survive after the end of the agreement will remain in effect after the end date. Such provisions include, without limitation, warranties, liability, intellectual property rights, confidentiality, personal data, dispute resolution and applicable law.

## 17. Economic sanctions and/or sanction lists

**17.1.** The supplier represents that it is not owned or controlled by any party which is, and that neither the supplier itself nor any of its subsidiaries, nor any directors, officers or employees of it or of any of its subsidiaries are, a party targeted by Sanctions.

**17.2.** The supplier represents that it is not owned or controlled by any party which is, and that neither the supplier itself nor any of its subsidiaries, nor any directors, officers or employees of it or of any of its subsidiaries are or have ever been subject to any claim, proceeding, formal notice or investigation with respect to Sanctions.

**17.3.** The supplier shall take reasonable measures to ensure that the supplier and its subsidiaries comply with Sanctions and shall not engage in activities that would cause Randstad, its staff, employees, board members or temporary workers to violate Sanctions.

**17.4.** The supplier shall ensure that it shall not provide funds to Randstad that are derived from business or transactions with a party targeted by Sanctions, or from any action, which is in breach of any Sanctions.

**17.5.** **Sanctions** means any trade, economic or financial sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any relevant sanctions authority.

## 18. Randstad Group supplier code

The supplier shall comply with the Randstad Group supplier code, which is attached to these General Terms, and with all applicable changes thereto.

## 19. Transfer of rights and obligations and subcontracting

19.1.

For the purpose of these General Terms, the term **subcontractor** means all suppliers or other third parties that are used or will be engaged by supplier for the performance of the agreement, either directly or indirectly. The supplier may only transfer, assign or subcontract its obligations under the agreement to a third party with Randstad's prior written consent and in accordance with clause 19.2 below, such consent not to be unreasonably withheld. Randstad shall be entitled to attach conditions to such consent. The supplier is expressly not authorised to represent Randstad in respect of dealings with third parties and shall contract with subcontractors for subcontracted tasks in its own name and at its own expense and risk.

19.2.

In the event of transfer of an obligation by the supplier to a third party or engagement of a subcontractor under clause 19.1 above, the supplier:

- (a) shall ensure that such third party / subcontractor is bound by a written agreement containing provisions consistent with the provisions of these General Terms that will enable the supplier to comply with its obligations; and
- (b) shall remain fully responsible and liable for the performance of all obligations under the agreement.

Any reference to the supplier shall also include such third party or subcontractor and any reference to staff, employees or board members of and freelancers engaged by the supplier shall also include staff, employees or board members of and freelancers engaged by the third party / subcontractor, unless the context requires otherwise.

19.3.

Randstad shall be entitled to assign, transfer and otherwise deal with its rights and obligations under the agreement to another member of the Randstad Group and/or third parties.

## 20. Applicable law and competent court

20.1.

These General Terms, the agreement, and all disputes or claims (including non-contractual disputes or claims) arising out of or in connection with the same or their subject matter or formation shall be governed by and construed in accordance with Swiss law, without reference to any conflict-of-law provisions. The applicability of international regulations and treaties is excluded to the extent possible.

20.2.

The parties irrevocably agree that the courts of Zurich, Switzerland, shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these General Terms, the agreement, or their subject matter or formation.

## 21. Miscellaneous

21.1.

If a clause, or part of a clause, in these General Terms or an agreement is deemed to be invalid or unenforceable, it will be replaced by a clause that, to the greatest extent possible, achieves the intended commercial result of the original provision. The remainder of the agreement and the General Terms will remain applicable and enforceable.

21.2.

The parties undertake not to employ the other party's employees who are or were involved in the agreement or to solicit them to apply for a position nor to make any attempt to do so, during the term of the agreement and until six (6) months after the end of the agreement. This clause does not apply (i) where an employee responds to general job postings of one of the parties without any specific encouragement and/or (ii) in case of (temporary) suspension of payments or bankruptcy of the other party.

21.3.

Where, according to these General Terms, a notice should be given in writing or an agreement must be laid down in writing, this requirement can be met by an electronic statement given by the authorized representative respectively by laying down the agreement electronically, except for clause 16.5.

## PART 2: GOODS

The provisions in this part apply where Randstad purchases goods, such as office supplies, equipment, telephones, computers, peripheral equipment, etc. from the supplier. In the absence of any purchase of goods by Randstad from the supplier, clauses 22 through 26 shall not apply.

## 22. Passage of title and risk and packaging

22.1.

Delivered goods remain at the supplier's expense and risk until delivery at the agreed location (or, if delivery is postponed at Randstad's request, until such later delivery). Title to the delivered goods passes to Randstad upon delivery. If the goods have been paid for by Randstad in advance, title shall be deemed to pass to Randstad upon payment.

22.2. If the supplier has goods in its possession that are owned by Randstad (or a Randstad customer), the supplier shall store these goods correctly to ensure that they are not damaged and that unauthorized persons cannot gain access to them. The supplier shall bear any costs of storage.

22.3. If Randstad returns delivered goods to the supplier, title to the goods will not pass to the supplier until Randstad has received a refund of any payments made by Randstad in respect of those goods from the supplier.

22.4. The supplier must immediately remove from Randstad's premises any packaging in which the goods are delivered at Randstad's request, and refund to Randstad any costs charged by the supplier for such packaging.

## 23. Manual

23.1. The delivery of goods also includes the delivery of any manual and other documentation required for the intended use of the goods. The manual and documentation must: (i) be provided in German and/or in English; (ii) be user-friendly and accessible for third parties; and (iii) enable efficient use, user training and management of the goods.

## 24. Warranty

24.1. The warranty provisions in clauses 7.13 up to and including 7.17 shall apply to all goods provided by the supplier.

## 25. Equipment

To the extent that the supplier delivers equipment (such as machinery and computers) to Randstad, the provisions in this clause apply.

25.1. The supplier warrants, and shall ensure, that:

- (a) the equipment is of good quality and made from appropriate materials;
- (b) the equipment will function within the environment, and will be fit for any particular purpose, communicated to the supplier by Randstad in writing;
- (c) the technical and functional properties of the equipment at least satisfy the specifications included in the agreement;
- (d) the equipment is fully complete and ready for use, and all parts, software programmed in the appliances (firmware), accessories and tools that are necessary for the use(s) knowable to the supplier will also be delivered, even if they are not specifically mentioned;
- (e) all equipment delivered to Randstad is new and unused.

25.2. The supplier warrants, and shall ensure, that the equipment is free of third-party rights upon delivery.

25.3. The supplier shall ensure that the equipment provided to Randstad is always of a type commonly used and not (or about to become) technically obsolescent.

25.4. To the extent that the equipment must be installed prior to Randstad's use of it, the supplier shall install the equipment. The installation of equipment entails setting up the equipment ready for use in the intended environment (as determined by Randstad) after delivery.

25.5. After delivery, and after installation when applicable, Randstad may subject the equipment to an acceptance test, in respect of which the provisions in clause 7 shall apply. In addition to direct warranties from the supplier to Randstad, the supplier shall, to the extent possible, ensure that Randstad receives the benefits of any manufacturer or distributor warranties applicable to the equipment.

25.6. The supplier shall inform Randstad at least twelve (12) months in advance if it learns that equipment of the type delivered or to be delivered by it will be withdrawn from the market, in order to give Randstad an opportunity to place any last orders.

25.7. The supplier undertakes to have sufficient spare parts available for Randstad, within a reasonable period after Randstad has communicated to the supplier that the spare parts are needed, for the shorter of: (i) a period of at least seven (7) years after termination of the manufacture of equipment of the same type as the equipment it delivered; or (ii) as long as Randstad uses the equipment.

25.8. The supplier undertakes to provide updates of any firmware for as long as the equipment is supported, but in any event for no less than seven (7) years after purchase. These updates must be performed within seven (7) calendar days after they become available.

## 26. Equipment maintenance

To the extent that maintenance of equipment has been agreed, the provisions in this clause apply.

26.1. Maintenance includes the preventative and corrective remedying of breakdowns and keeping firmware up-to-date.

26.2. If the original manufacturer/supplier of the equipment informs Randstad or the supplier of a mandatory modification of equipment that has been installed, the supplier shall at Randstad's request ensure that this modification is made by either itself or the original manufacturer/supplier of the equipment, at no expense to Randstad.

26.3. Modifications for the purpose of improved functionality will be performed on a case-by-case basis on the terms and at the prices that are mutually agreed by the parties.

26.4. If the supplier is unable to procure spare parts and/or expert assistance from the original manufacturer/supplier of the equipment, as a result of which breakdowns cannot be remedied within the agreed times, Randstad shall be entitled to cancel all or part of the maintenance services relating to that equipment, with a notice period of one (1) month. Any prepaid amounts in respect of such cancelled services will be refunded proportionately to Randstad.

26.5. The supplier shall remedy any breakdown incident as quickly as possible after it is reported, but ultimately within the agreed time frame and, in the absence of such agreed time frame, within no more than one (1) working day.

26.6. Any replacement of an equipment component that may have consequences for the functioning of the equipment will only be permissible after the supplier has consulted with and obtained consent from Randstad.

26.7. Equipment parts that are to be replaced will only be replaced by new parts (or their equivalent) that are functionally technically equivalent.

26.8. Without prior written approval of Randstad, the supplier shall not re-insert a part that has been replaced back into the equipment from which it originated under any circumstances, even if that part has been repaired.

26.9. If a part that is not technically or functionally equivalent is temporarily used as replacement, it must be replaced by the correct technically or functionally equivalent part as soon as possible.

26.10. The party that owns the replaced part becomes the owner of the part used as replacement.

26.11. The provisions in clauses 27 up to and including 30 apply to all maintenance services provided by the supplier.

### PART 3: SERVICES

The provisions in this part apply where Randstad purchases services in the field of consultancy, education and training courses, marketing and communication, hiring staff, etc. from the supplier or in relation to other services (such as maintenance) provided by the supplier. In the absence of any purchase of services by Randstad from the supplier, clauses 27 through 30 shall not apply.

#### 27. Performance of services

27.1. The supplier shall report to Randstad about the performance of the services in accordance with the agreement. Unless otherwise agreed between the parties, the supplier shall report to Randstad from time to time so that Randstad can monitor the progress and quality of the services.

27.2. When providing services, the supplier may not disrupt the course of Randstad's regular business processes or the proper functioning of its IT systems, or those of Randstad's customers and other relations. If such disruption is unavoidable, it must be agreed in advance in writing and must be minimized as far as possible by the supplier.

27.3. The supplier shall provide the services in accordance with the guidelines provided to the supplier relating to Randstad's corporate identity, particularly if the services to be provided by the supplier consist of developing concepts or campaigns and/or realising a website and/or another type of application for Randstad.

27.4. If requested, the supplier shall provide all cooperation to other Randstad suppliers whose services are related to the services being provided by the supplier. Such cooperation shall include the provision of information and the investigation of disruptions, delays, etc. If such cooperation goes beyond what is reasonable, the supplier may charge the costs of its cooperation at rates agreed with Randstad in advance or, in the absence thereof, rates consistent with market practice. In any event, the costs of cooperation can only be charged by the supplier if these are reasonable, have been estimated by the supplier and approved by Randstad in advance.

#### 28. Quality and replacement of staff and freelancers to be deployed by the supplier

28.1. The supplier is responsible for ensuring that staff, freelancers and any other third parties that it deploys for the delivery of the services

are sufficiently available and demonstrably qualified and have the necessary relevant training, expertise and experience to carry out those services to a high standard in accordance with best industry practice.

28.2. The supplier shall, at Randstad's request, replace any staff, freelancer or other third party deployed to deliver the services within two (2) weeks of receiving Randstad's request if, in Randstad's opinion, this staff, freelancer or third party is unable to perform his/her duties properly or has not followed Randstad directions regarding the execution of his/her duties. Randstad can terminate the assignment of any of the staff, freelancers or third party to work on Randstad matters without being liable for any compensation or damages in respect of such termination of assignment. The supplier shall at all times remain responsible for determining whether to terminate the employment or engagement of such individuals.

28.3. The supplier may only replace staff, freelancers or other third parties involved in the provision of services if and to the extent that the progress and level of quality of the services being provided will not be negatively impacted as a result. Time used for the induction of replacement staff, freelancers or other third parties will not be charged to Randstad.

28.4. The supplier shall ensure that turnover among the staff, freelancers or third parties to be deployed for Randstad is minimized, both within the context of the agreement and when deployed for new agreements, in order to retain the know-how regarding Randstad's organization and services available for Randstad to the extent reasonably possible, so that the efficient and consistent provision of services is safeguarded.

28.5. If the agreement identifies staff as key personnel, the replacement of such staff may only take place after consultation with Randstad and after the supplier has offered a fitting alternative that Randstad has accepted. Violation of this clause constitutes a material breach of the agreement by the supplier and Randstad shall have the right to terminate or rescind the agreement, in whole or in part, immediately and without penalty.

#### 29. Responsibility for the payment of wages, taxes and premiums

29.1. The supplier remains fully responsible for the correct and timely payment of all wages and/or fees of the staff engaged by the supplier in the context of the provision of services. The supplier covenants and warrants that it will make correct and timely payment of any wage taxes, social security contributions and VAT to the relevant authorities.

29.2. At Randstad's request, the supplier shall provide evidence to Randstad, in writing and as quickly as possible (and in any event no later than within two (2) weeks after receipt of such request) that the supplier has paid the wages, fees, wage tax and social security contribution due for the staff involved in the provision of services by the supplier.

29.3. The supplier is liable for damages, including fines and interests imposed on Randstad, that Randstad suffers because of a failure of the supplier or its subcontractors to perform its or their obligations as employer.

#### 30. Intellectual property rights

30.1. Randstad grants to the supplier a limited, non-exclusive, non-sublicensable, non-transferable right to use, during the term of the agreement, materials made available by Randstad to the supplier, solely to the extent necessary for the provision of the services. The intellectual property rights in said materials are, and continue to be, vested in Randstad or its licensor. In these General Terms, **material** is understood to mean: texts, graphics, layout, concepts, technical information, presentations, reports, memoranda, know-how, algorithms, requirements, training material, specifications and software, etc. as well as adjustments or additions thereto.

30.2. The supplier hereby grants Randstad a transferable, sublicensable, non-exclusive, worldwide, perpetual, royalty-free and unrestricted licence to use, copy, modify and distribute material made available to Randstad by the supplier for the purposes of the agreement. The aforementioned licence extends to a right of use by clients, candidates, employees and/or other relations of Randstad. The ownership of intellectual property rights in the relevant material continue to be vested in the supplier or its licensors. The right to use software is subject to clause 34.

30.3. Randstad may use, copy and distribute the material provided by the supplier within the context of the agreement, for its own use and/or for use by its customers, candidates, employees or other relations and/or for the provision of services to its customers, candidates and employees.

30.4. All intellectual property rights in any new material created, conceived or developed by the supplier, subcontractor and/or the staff deployed by the supplier within the context of the provision of the services for Randstad, now and in the future, shall vest automatically in Randstad and, to the extent that they do not, the supplier hereby assigns and agrees to assign all such intellectual property rights to Randstad. Randstad hereby in advance accepts said transfer immediately when such rights come into existence, making Randstad the party with sole and full title to that material in any existing or future field of application. If the transfer of the rights requires further formalities, the supplier hereby irrevocably authorises Randstad in advance to perform such formalities required on behalf of the supplier at such time (including but not limited to executing deeds), without prejudice to the supplier's obligation to lend full cooperation in such formalities at Randstad's request. The supplier will ensure that its deployed subcontractors or employees will transfer such intellectual property rights directly to Randstad or, if necessary, to the supplier insofar as necessary to allow the supplier to subsequently transfer those rights to Randstad, and shall ensure that the relevant employee/subcontractor completes any formalities and signs any statements that Randstad may request to effect or otherwise evidence such transfers. If, after having complied with all obligations stipulated in this provision, the intellectual property rights contemplated by this provision do not vest in Randstad, Randstad shall be granted an exclusive, worldwide, fully paid-up, sublicensable, perpetual, unrestricted licence to use, copy, modify, distribute, and otherwise deal with such intellectual property rights for any purpose.

30.5. The obligation mentioned in clause 30.4 to transfer intellectual property rights does not apply to material that is independently developed without reference to or incorporation of any Confidential Information by the supplier or its licensors other than in the course of the performance of the agreement (such as standard software, software libraries, routines, programming languages and tools) and modifications thereto that are inseparably connected to or embedded in that already existing material (for example: modifications to the source code of a standard software package of the supplier). For the avoidance of doubt, this exception does not apply to rights to templates, parameterisation sets or separate add-ons to an existing software package specifically developed for Randstad that are not embedded in the source code of the existing software.

30.6. The supplier is not permitted to make any material that is developed on behalf of Randstad available to third parties, in any way whatsoever, or to use that material itself to perform activities for or provide services to third parties, unless and to the extent expressly agreed otherwise in writing with Randstad. The supplier shall treat developed materials as Confidential Information.

30.7. Both parties are free to reuse general knowledge (except Confidential Information or intellectual property rights obtained from the other party) and skills acquired in the course of providing the services for its own business operations or for providing services to third parties, with due observance of any exclusivity arrangements agreed.

30.8. The parties warrant that they are entitled to grant each other the rights mentioned in clauses 30.1, 30.2, 30.3 and 30.4.

## PART 4: IT SERVICES

The provisions in this part apply where information technology is being used or delivered in the course of performance of the services, such as cloud computing services or other online services (including but not limited to subscription of Software as a Service), the development of custom software (including client and server applications, mobile apps, interfaces, portals and websites), software licenses, maintenance, etc. In the absence of any information technology being used or delivered by the supplier in the performance of services, clauses 31 through 41 shall not apply.

### 31. Performance of IT services and service levels

31.1. The provisions in clauses 27 up to and including 30 apply to the performance of IT services.

31.2. The supplier shall comply with the provisions relating to the performance of IT services and service levels set out in the Vendor Information Security Requirements referred to in clause 40.

31.3. The supplier shall provide the services in accordance with the service levels agreed. In the absence of specifically-agreed service levels for the service, the following minimum service levels shall apply:

- the quality and availability of services provided must be at the level that can be reasonably expected from a professional supplier of the relevant services;
- within four (4) hours after notification of an incident (P1 or P2) by Randstad, the supplier shall acknowledge receipt of

such notification and confirm that it will follow up and resolve the incident;

- 95% of P1 incidents per month must be resolved within eight (8) hours after notification by Randstad; and
- 95% of P2 incidents per month must be resolved within sixteen (16) hours after notification by Randstad.

31.4. Randstad has the right to terminate or rescind the agreement, in accordance with clause 16.2(a) of the General Terms, in the case of three (3) or more P1 incidents within six (6) months, and in such instance will have the right to claim reimbursement of 25% of the fees paid during those previous six (6) months (whether or not it exercises the right to terminate or rescind (ontbinden)), without prejudice to any other rights that Randstad may have.

31.5. In case of three (3) or more P2 incidents within six (6) months that has not been resolved within eight (8) hours, the supplier shall reimburse 10% of the fees paid during the previous six (6) months, without prejudice to any other rights that Randstad may have.

31.6. "P1" is understood to mean that the services are completely inaccessible and/or inoperable, and "P2" means that one or more key features of the services are inaccessible and/or inoperable.

31.7. If the measurement data regarding a certain specifically-agreed service level are lacking or unreliable, that service level will be deemed to not have been achieved unless:

- the lack or unreliability of that data can be attributed to Randstad or third parties for which Randstad is responsible;
- the supplier can demonstrate in another manner that the relevant service level was achieved.

### 31.8. Online Services

(a) If the supplier provides online services to Randstad, the supplier guarantees that the online services will be available for normal use for 99.9% of the time seven (7) days a week, twenty four (24) hours a day, such percentage to be measured per calendar month.

(b) Only the non-availability of the online services as a result of scheduled maintenance announced in advance will not be included in calculating the availability rate referred to above.

(c) If this service level of 99.9% is not reached two (2) consecutive months or the availability is less than 95% when measured over a period of one (1) month, this shall constitute a material breach and Randstad shall have the right to terminate or rescind the agreement without any further notice of default or opportunity for cure being required, or Randstad may elect to receive one of the other remedies agreed between the parties and/or available at law.

### 32. Title to data and confidentiality

32.1. Randstad has and retains full title to all data processed by the supplier or its subcontractors in connection with the services, also in the event that the supplier or its subcontractors has/have or share(s) control over such data in any way whatsoever. At Randstad's request, the supplier shall provide such data to Randstad at no additional cost, in a format specified by Randstad.

32.2. With regard to the services, in addition to clause 11, the parties understand Confidential Information to include:

- all data Processed by Randstad, its candidates, employees, customers or other relations using the services, or entered by any of the foregoing into the systems offered by the supplier, including the work processes of Randstad or its customers;
- all data created with or for the services, including log files, use statistics, Randstad-specific configuration and/or parameter settings, Randstad-specific data models, documentation and Randstad-specific designs;
- all of the data derived from the use of the services, including anonymous statistical data and aggregated data as well as related analyses and conclusions.

### 33. Online services

The provisions in this clause apply where the supplier provides Randstad with online services. In the absence of any provision of online services by the supplier, this clause 33 shall not apply.

33.1. Randstad may use the online services in the manner provided for in or otherwise contemplated by the agreement.

33.2. Randstad may allow online services to be used by its candidates, employees, customers, other relevant suppliers, and other relations as if they were Randstad employees.

33.3. The supplier shall configure the services and the hosting environment in particular in such a way that use or misuse of the services by other users has no negative impact (such as reduced performance) on the use of the services by Randstad. The supplier shall furthermore ensure by means of adequate security measures that where data are processed in a shared hosting environment, users other than those authorised by Randstad cannot obtain access to the data processed by Randstad using the services.

33.4. When issuing new versions or releases, making reparative changes (such as patches and fixes or (security/privacy) updates), customisation and otherwise implementing changes with regard to the online services and/or hosting environment, the supplier shall:

- (a) ensure that no reduction of the existing functionality will take place and that it will have no material negative impact on the performance of the online services;
- (b) ensure that no implementation of changes that may impact the interfaces and connections between the online services and the systems and databases connected to the online services will take place;
- (c) ensure that no implementation of changes that entail investments by Randstad in business operations or connected systems will take place;
- (d) ensure that the impact of the changes is made sufficiently clear in advance so that Randstad can respond to these in good time;
- (e) ensure that customisation added for Randstad continues to function completely in accordance with the agreed requirements when combined with the change implemented;
- (f) always ensure that the external systems regarding which the agreement indicates that these will or may be connected, and actually will stay connected, integrated and usable for Randstad;
- (g) ensure that the timing of implementation is always agreed with Randstad in advance unless the changes have no material impact on Randstad; and
- (h) ensure that upon Randstad's request the changes and its consequences will be reversed if the implementation has negative effects for Randstad that were not agreed. This reversal of changes shall have been carried out at the supplier's expense unless the supplier demonstrates that the negative consequences can be attributed to Randstad itself.

33.5. Randstad shall not unreasonably withhold consent for a change in the online services and/or attach unreasonable conditions to its consent to such a change.

33.6. If the online service (or any of its functionalities) (i) is replaced by another online service (even if under another name) that is designated as a replacement or logical continuation of the online service; or (ii) divided in two (2) or more separate online services by the supplier, Randstad is entitled to receive this alternative or successive online service as part of or as a replacement of the existing online service, without being obliged to pay any additional fee(s).

33.7. Part of the agreed fees for use of the online services is the implementation and hosting thereof, as well as the making available, and the use of all and at least minor and major releases, version upgrades, major and minor updates, fixes and patches, additional modules and logical successors to the software (including those related to security, new functionality and/or innovation) that the supplier uses with the online services, in each case at no extra charge to Randstad.

**34. Software licenses**

The provisions in this clause apply where Randstad purchases software licenses from the supplier. In the absence of any Randstad purchase of software licenses from the supplier, this clause 34 shall not apply.

34.1. From the earlier of (i) the time of payment, or (ii) the acceptance of the software in accordance with the provisions in clause 7, Randstad shall acquire a worldwide, non-exclusive, perpetual right to use the software as set out in clause 34.2, that at all times can be transferred to any Randstad group company. Prior to Randstad acquiring this right of use, Randstad shall have a non-exclusive right to use the software to the extent necessary for installation and testing purposes at no charge.

34.2. The right of use includes:

- (a) the right to use the software on Randstad's equipment and/or the cloud computing environments specified in the agreement (and, in the absence of such further specification, on all of Randstad's equipment and cloud computing environments), said use comprising the use of the software for all activities deemed useful by Randstad within the context of its business activities, which also includes processing data from or on behalf of third parties. Use comprises (i) the use of all functionality accessible to the user, even if such is not mentioned in the documentation, (ii) copying, saving and/or transmitting the software and/or make it readable for the permitted use and distribution, and (iii) saving the software on equipment at a Randstad location or at the location of a service provider engaged by Randstad;
- (b) where provided for in the agreement or if the following right of use was or reasonably should have been apparent, the right to allow candidates, employees, customers, other relevant suppliers, and other relations to also use the software as if they were Randstad users;
- (c) reproducing the software being used, at no additional cost, as Randstad shall deem necessary to protect against the destruction and/or mutilation of data and/or for evidentiary purposes;
- (d) using the software on testing and development systems, at no additional cost, for testing and development purposes only;
- (e) saving and regularly testing the software on equipment (including equipment at an external back-up centre) other than the equipment on which the software is installed, at no additional cost, only to be used in the event the software on such equipment cannot be used ('stand-by'), and the use of the software on those systems in the event of an emergency;
- (f) translating, processing, arranging the software or including the software in other software programs so that these can jointly function as a single software program;
- (g) the right, at no additional cost, to move the software to a different location or to use the software within a different Randstad unit and allow for software to be pooled and/or floated among a broader group of users; and
- (h) use of the software on another platform. **Platform** is understood to mean: the combination of equipment (regardless of the processor type), peripheral equipment, operating system software and (to the extent applicable) database and network software, possibly in combination with the related development environment, virtual or otherwise, used by Randstad in connection with the software and all logical successors thereof.

34.3. Unless explicitly set forth in a license order form, the right of use is not limited to a specific number of users. If licensing is agreed to be user-based, under no circumstances will the same individual be counted as using more than one license (i.e.; if a particular individual has need to log into multiple instances of the software, such individual shall only be counted as consuming one license).

34.4. If changes to the software are necessary when Randstad migrates the software to different equipment or a different cloud services provider ("lift and shift"), Randstad shall be entitled to perform (or cause to be performed) these changes. At Randstad's request, the supplier shall make these changes within the agreed period and, if no period has been agreed, within a reasonable period, the costs associated with which must be pre-approved by Randstad.

34.5. Randstad may not copy the software or otherwise reproduce or change it, except to the extent necessary for a use permitted on the basis of the agreement or the law.

34.6. The supplier warrants that:

- (a) the technical and functional properties of the equipment at least satisfy the specifications included in the agreement; and
- (b) the software has been developed in such a way that proper and fault-free functioning of the software is not obstructed when a certain date is exceeded. In the documentation, the supplier shall indicate the manner in which date indicators are used.

34.7. The supplier shall be entitled, with due observance of clause 6 and with reasonable prior notice, to verify, no more than once per annum, that the scope of the use of the software by Randstad is in compliance with the rights granted under the agreement. If that verification indicates that Randstad does not have enough licence rights, Randstad shall additionally purchase any lacking rights and related maintenance at the cost level of the existing licences and maintenance. The supplier may not charge or claim any additional

fees, penalties or damage in that regard. Supplier may use a third party to assist with such compliance verification, so long as (i) there is no actual or perceived conflict of interest (e.g. if the proposed firm also performs services for Randstad) and (ii) such third party is not engaged by supplier on a "bounty" basis.

34.8. In the event that the supplier has negotiated licensing terms in a Randstad-specific agreement (not a standard EULA) that conflict with this clause 34, the specific licensing terms in the agreement will prevail as to the point of conflict, in accordance with clause 2.2. To the extent that the supplier's standard licence agreement (under the name EULA, for example) is (also) declared applicable in the agreement, that standard licence agreement does not prejudice the provisions in these General Terms, and these General Terms will prevail in the event of conflicting provisions.

34.9. To the extent that Randstad purchases standard software with the knowable objective of such software subsequently being parametrized and tuned on behalf of Randstad or otherwise installed or modified specifically for Randstad, the software will be purchased on condition that the implementation is accepted by Randstad. If Randstad does not accept the implementation, Randstad may return the software and the supplier must refund the fees paid for the standard software.

**35. Software development**

To the extent that the supplier's activities relate to the development of custom software (such as client and server applications, mobile apps, interfaces, portals and websites), the provisions in this clause apply. In the absence of software development activities by the supplier in connection with the services, this clause 35 shall not apply.

35.1. Supplier shall ensure that:

- (a) The software will be written logically and cohesively;
- (b) The supplier shall employ commonly used development methods;
- (c) Source code shall be composed in the English language or another agreed language;
- (d) The software shall be based on the principles of privacy by design and privacy by default, which includes, but is not limited to, data minimization and testing with anonymized test datasets;
- (e) The software shall be built and tested based on secure coding standards and practices, such as OWASP and ISO 27034;
- (f) Supplier shall comply with Randstad Secure Software Development Lifecycle Guidelines;
- (g) any artificial intelligence components will be included only with full disclosure to and consultation with Randstad before and during the development process, to minimize the risk of bias, support Randstad in any explainability and transparency requirements and otherwise ensure compliance with Randstad's AI Principles ;
- (h) The software will comply with Web Content Accessibility Guidelines (WCAG) to the extent relevant; and
- (i) The software contains no third-party software; provided, however, that Supplier shall nevertheless be entitled to include the following licenses:
  - i. Non-viral open-source licenses such as LGPL, BSD and MIT;
  - ii. Viral open-source licenses such as GPL, if and only if agreed in writing prior to inclusion.

In the event that supplier does include third-party software, whether pursuant to the two bullet point exceptions above, with prior Randstad consent, or otherwise, supplier shall maintain a comprehensive log of all such third-party software use, which log shall indicate the type of license, the source from which the code was obtained, the location (modules) into which the code was introduced, and any other material relevant information about such third-party software. Supplier shall provide Randstad with the log at the time of software delivery to Randstad;

35.2. If the supplier must report or register the software with a certain authority, the supplier shall ensure that it does so in Randstad's name. To the extent that costs are involved with registration, they are deemed to be included in the agreed fees.

**36. Delivery of software**

36.1. The supplier shall install, and if deemed necessary by Randstad implement, the software to be delivered (such as standard and developed custom client and server applications, mobile apps, interfaces, portals and websites) on the Randstad IT environment intended for that purpose (or another environment to be designated by Randstad).

36.2. The delivery of software includes all user names, passwords and other codes necessary for use of the software for its intended purpose.

36.3. The delivery of software developed on behalf of Randstad also includes the delivery of the documentation as described in clause 38. To the extent that further documentation or explanation is needed to be able to use and/or modify the software, the supplier shall provide these at no additional cost at Randstad's request.

36.4. If the supplier has been made aware that its application is purchased by Randstad for use with specific hardware and/or software, the supplier shall inform Randstad in writing whether the application can fully function with any released new version of this hardware and/or software. If functioning without problems is not possible, the supplier shall provide a new version of the application, at no cost, within three (3) months after the new version of the hardware and/or software is released, in order to ensure that the application continues to function without problems.

36.5. If Randstad decides to switch to an alternative platform (such as a cloud provider or operating system) that has impact on the application provided by the supplier, the supplier shall make sure the application functions fully and without problems with the new platform. The supplier may charge for the costs of its cooperation only after written approval by Randstad of the specific activities being undertaken and the actual costs at the agreed rates or, in the absence thereof, rates consistent with market practice.

**37. Software maintenance**

Where maintenance of software has been agreed, the provisions in this clause apply.

37.1. The supplier shall provide the following services in connection with maintenance, which services are considered to be included in the maintenance fee:

- (a) user support;
- (b) remedying breakdowns (corrective maintenance);
- (c) preventing breakdowns (preventive maintenance), including making software suitable for working with modifications in the operating system; and
- (d) issuing new versions, which includes, at a minimum, minor and major releases, major and minor updates, fixes and patches, upgrades, additional modules and logical successors to the software (including those related to security, new functionality and/or innovation), etc. that are issued by the software supplier or by the supplier.

37.2. User support and handling breakdowns must be provided by the supplier in respect of the "current version" of the software, as well as the preceding version, and the version(s) installed for Randstad in the previous three (3) years.

37.3. The supplier shall always inform Randstad in good time (and in any case no less than six (6) months in advance) concerning any available new versions of the software and their contents as well as the consequences attached to putting it into operation (release notes). At Randstad's request, the supplier shall make a copy of the new version of the software available at no expense for Randstad's testing and evaluation.

37.4. If the software (or any of its functionalities) is (i) replaced by the software supplier with other software (possibly under a different name) that is intended as the replacement or logical successor of the software, or (ii) divided by the software supplier into two (2) or more separate programs, Randstad shall be entitled to receive this replacement or successive software as new version(s) within the context of the maintenance subscription, without being required to pay any additional licence fee.

37.5. The installation of a new version of the software must not detrimentally affect or otherwise limit the software's performance or application possibilities. If any new version places additional requirements on the platform, Randstad shall be entitled to continue to use the 'current' version, and the supplier shall ensure that the support for this version is maintained until the end of the agreed maintenance obligation, but in any event for a period of at least five (5) years after the supplier has informed Randstad of its intention to terminate the support.

37.6. Any new version of the software must have the same interface specifications as its predecessor and must always be completely compatible with the platform on which it runs. This means that installation of any new version must not necessitate modifications to or conversions of the platform. If complete compatibility is not possible, the supplier shall at its own expense make conversion tools and manpower available so that such conversion can still be performed.

37.7. The supplier shall ensure that the software is modified to comply with changes in applicable laws and government regulations, including the rules of regulatory authorities, at no extra cost to Randstad.

### **38. Documentation**

38.1. The supplier shall document the software developed by it in German and/or in English and in a proper and professional manner that is properly accessible for third parties, in order to enable efficient use, user training, management and further development of the software.

38.2. The documentation for software developed on behalf of Randstad includes the underlying technical aspects, design and the underlying source code.

38.3. Randstad's right to use services (including software) includes the right to use this documentation (including the documentation of the source code if Randstad has acquired ownership of or a licence to the software's source code).

38.4. If at any time there proves to be material shortcomings in the completeness or quality of the documentation of the services, the supplier shall immediately remedy the shortcoming(s) at no cost. Any failure by the supplier to document its goods and services in accordance with this clause is deemed to be a material breach of its obligations.

### **39.**

### **40. Security**

The supplier shall comply with the security provisions set out in the Vendor Information Security Requirements (see enclosed link).

### **41. Malware**

41.1. On commencement of the delivery of the services by the supplier, the supplier represents and warrants that the deliverables and/or services contain no "malware" (such as time bombs, Trojan horses, root kits or viruses, or any other malicious or harmful code). Throughout the term of the agreement to which these General Terms apply, the supplier will exercise all reasonable care so that the services provided by it contain no malware. Such reasonable care shall include, at a minimum, a daily scan of its systems with a current, supported and updated version of an adequate technology product that is intended to detect malware. Upon the discovery of actual or potential malware, the supplier shall immediately notify Randstad and shall take all steps to prevent or resolve any such issues.

41.2. The supplier shall never be entitled (directly or indirectly) to use malware to Randstad's detriment and/or to allow malware to be (automatically) activated, irrespective of any actual or alleged breach of contract by Randstad.

41.3. The supplier shall take all reasonable care and precautionary measures to prevent the introduction of malware in the services through the normal use of the services provided by the intended users.

41.4. In the event of a violation of this provision by the supplier, the supplier forfeits a fine of CHF 25,000 per event that is immediately due and payable without judicial intervention, without prejudice to any other rights of Randstad, including the right to compensation for other damage actually suffered by it.

41.5. If malware changes the software, the supplier's maintenance obligations continue to apply. To the extent that there is no warranty or maintenance obligation applicable at the time of such change to the software as a result of malware, the supplier declares and guarantees to remedy defects caused by malware on the basis of applicable agreed rates or, in the absence thereof, rates consistent with market practice.

### **42. Consequences of the termination of services**

42.1. Upon full or partial termination of a service for any reason whatsoever (including rescission, cancellation, non-extension of the relevant agreement, and/or the supplier's bankruptcy), the supplier shall be required to provide the following assistance within twenty four (24) hours of Randstad's request, to enable Randstad to limit the

impact of the termination of the service on Randstad's business operations to the extent possible:

- (a) at the hourly rates last agreed between the parties or, absent such agreement, at rates that are reasonably in accordance with market practice, to provide all reasonably necessary cooperation and information to Randstad and any subsequent supplier of Randstad's to limit the impact of the termination of the service on Randstad's business operations to the extent possible and to allow the transition to replacement services to proceed as efficiently as possible;
- (b) to continue to provide all or part of the relevant services at Randstad's request in part or in whole for a maximum of twelve (12) months after termination of the agreement until Randstad has completed the transition to the replacement service, at the last applicable rates for such, converting any applicable yearly rates to monthly rates;
- (c) to return and/or provide at no additional charge, in a format specified by Randstad and in any event in digital form, copies of all Randstad-specific documents, all data of Randstad in complete form, all Randstad-specific (parts of) log files and databases that the supplier has and/or that have been compiled for the performance of the services. These data, (parts of) log files and databases must be provided in accordance with Randstad's instructions to Randstad, or to a third party to be designated by Randstad, in a transparent and ordered manner such that the data, log files and databases can be completely entered into, and processed in, an alternative application without requiring disproportionate effort;
- (d) to provide copies of licences (against rates consistent with market practice) for software used by the supplier in the performance of the services; and
- (e) to provide the specific assistance indicated in the relevant agreement to support Randstad in phasing out the services and changing over to a successive supplier for replacement services.

On behalf of Randstad

Name:

Position:

Date:

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On behalf of Supplier

Name:

Position:

Date: