

version 2024

general purchasing terms and conditions

randstad group belgium nv/sa



Randstad Group (hereinafter referred to as "Randstad") includes all affiliated companies:



These Purchasing Terms and Conditions contain five parts:

part 1:
general (articles 1-20)

General provisions, such as liability and termination.

part 2:
Randstad group supplier code

Sustainability provisions.

part 3:
purchasing products (articles 21-26)

Specific provisions for products, such as office supplies, telephones, computers and peripherals.

part 4:
purchasing services (articles 27-30)

Specific provisions for services, such as consultancy, educational/training courses, services in the field of marketing and/or communication and hiring staff.

part 5:
purchasing IT services (articles 31-41)

Specific provisions for IT services, such as SaaS (Software as a Service), software development (including apps, portals and websites), software licences and maintenance.

Part 1 and Part 2 apply by default. Parts 3, 4 and 5 apply depending on which products and/or services or IT services we are purchasing.

	Signed by ... (name + position of supplier representative) ¹	Signature
Part 1 - General		
Part 2 - Supplier Code		
Part 3 – Purchasing Products		
Part 4 – Purchasing Services		
Part 5 – Purchasing IT Services		

¹ State "N/A" if not applicable

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general.

we aim to establish a professional, long-term and collaborative relationship with you

Randstad wants to work together with you efficiently and with complete confidentiality. In this section, you will find all the general provisions that we enforce to make this possible. These provisions allow us to act in an open, transparent manner and with complete confidentiality. It goes without saying that legal provisions must be duly observed.

These Purchasing Terms and Conditions also demonstrate that we strictly check who works for us or on our systems; we do this to ensure maximum protection for our company and its employees, so that it is a safe environment, including for you and your employees. Furthermore, we would like to point out that you may only use Randstad as a reference after having obtained explicit permission to do so.

We would also like to draw your attention to our Randstad Group Supplier Code, which forms an integral part of these Purchasing Terms and Conditions. It contains the rules of conduct we follow within the Randstad Group. We expect all our suppliers to also follow these guidelines

1. terms and conditions, agreements and price quotations

- 1.1. These Purchasing Terms and Conditions apply to all legal relationships between Randstad and the suppliers from which Randstad purchases products and/or services. If Randstad and the supplier have signed a written agreement for the supply of products and/or services to Randstad, the agreement shall prevail over these Purchasing Terms and Conditions in the case of any disputes,.
- 1.2. Where these Purchasing Terms and Conditions refer to a subcontractor, this subcontractor is defined as any supplier or other third parties to be directly or indirectly involved or engaged by the supplier in the execution of the agreement.
- 1.3. The following documents shall in no case apply to the detriment of Randstad, unless otherwise defined:
 - (a) terms and conditions (including general licencing terms and conditions) from the supplier and/or its subcontractors, whether printed on the supplier's invoices, submitted to and possibly accepted by a Randstad employee or published on any of the supplier's websites or elsewhere.
 - (b) descriptions of products and/or services or other standard documents from the supplier, whether or not these are published on web pages, unless such documents have been expressly communicated to and accepted by Randstad.
- 1.4. Any price quotation from the supplier is deemed to be an irrevocable offer, valid for at least three (3) months after Randstad has received it.
- 1.5. The supplier is not entitled to the reimbursement of costs incurred in preparing, calculating or discussing the price quotation or for any other costs related to the price quotation or the preparation of any products or services to be delivered, even if, ultimately, no agreement is concluded pursuant thereto. Randstad will in no way be liable for any damages suffered by the supplier in the pre-contractual phase.
- 1.6. Entering into an agreement with the supplier does not imply exclusivity or a (minimum) purchase obligation for Randstad, unless otherwise agreed between parties and defined in a separate agreement.
- 1.7. Any volume estimates, plans, proposals etc. communicated within the framework of discussions concerning a contract to be concluded shall not be binding to Randstad in any way.

2. general obligations of the supplier

- 2.1. The supplier shall perform what is stated in the agreement and, in doing so, undertakes to exercise the degree of care that may be required of a reasonably acting, competent and professional supplier under similar circumstances and similar contractual terms. The supplier agrees to cooperate with any annual review meetings that may be requested by Randstad; these will always take place at Randstad's offices or digitally.

- 2.2. The supplier warrants that the products and services to be delivered meet the agreed requirements and possess properties that can reasonably be expected of a supplier. The supplier guarantees that the products and services are suitable for the purpose known and knowable to the supplier and for which Randstad purchases them. Products and services must also, at the very minimum, meet the requirements stated in the supplier's offer.
- 2.3. The supplier must follow the reasonable instructions of Randstad when executing an agreement.
- 2.4. Products and services shall be delivered at the agreed location or, in the absence of an agreed location, at the location designated by Randstad for that purpose. The delivery of products or services also includes all work, parts, auxiliary materials, attachments, user documentation, tools and/or spare parts and licences necessary to use the products or services, without any additional charges.
- 2.5. Agreed delivery dates and delivery deadlines are final.
In deviation thereof,, the supplier shall be in default at the moment Randstad gives the supplier notice of default and the supplier fails to deliver within a reasonable period of fifteen (15) days after the notice of default. The mere fact that Randstad does not attach any legal consequences to the expiry of a delivery date for practical or other reasons will not affect the binding nature of subsequent delivery dates. Randstad will not be obligated to purchase services or products on a date other than the agreed delivery date. Randstad reserves the right to postpone the agreed delivery date on reasonable grounds. If this results in demonstrable and unavoidable additional costs for the supplier, Randstad will reimburse them, on the condition that the supplier notifies Randstad immediately upon its request for postponement that costs will be involved and that these are subsequently agreed upon by the parties in writing.
- 2.6. The supplier shall immediately report any delays to Randstad and shall limit the negative consequences of a delay as much as possible (without charging additional fees), without prejudice to Randstad's other rights, such as its right to compensation for late delivery.
- 2.7. If the supplier fails (in part or in full) to execute the agreement, the supplier shall, without prejudice to Randstad's rights, take the following actions:
 - (a) notify and inform Randstad immediately;
 - (b) continue to deliver or re-deliver the relevant products or services, if this is reasonably possible and of any use; and
 - (c) commit, as soon as possible, all additional resources as reasonably necessary to prevent a recurrence of this failure.

3. legal regulations and third-party consent

Legal requirements

- 3.1. The parties will always comply with the applicable laws and regulations when executing the agreement. The products and services provided by the supplier shall always comply with the legal requirements applicable at the time of delivery.
- 3.2. The parties will also comply with announced, relevant changes in laws and regulations that have a potential impact on the execution of the agreement, and they will discuss these with each other in a timely manner as soon as they become aware of them.
- 3.3. The supplier is responsible for applying for, obtaining and maintaining, at its own expense, the necessary insurances, permits, certificates, approvals and (software) licences from third parties as well as any accreditations applicable to the execution of the agreement. The supplier undertakes to provide Randstad with all information so that Randstad is reasonably able to comply with the legal requirements for certification and accountability. The supplier shall document, in a professional manner, the execution of the agreement without charging any additional costs and provide evidence thereof at Randstad's request.
- 3.4. In the event of a change in statutory requirements, the supplier will adjust products and services already delivered to Randstad to meet the new requirements. The supplier will do this at Randstad's request and under reasonable terms, conditions and rates to be agreed at that time. In the case of fixed-fee maintenance contracts, such obligation is included in the fixed fee.

Third-party consent

- 3.5. The supplier undertakes that the services and products provided do not infringe on any applicable third-party rights and that there is no unlawful use towards third parties under any circumstances.
- 3.6. If either party (the Indemnified Party) is sued by a third party for an alleged infringement of that third party's rights in relation to his use of products or services provided by the other party (the Indemnifying Party), the Indemnified Party will do the following:
 - (a) Notify the Indemnifying Party in writing as soon as reasonably practicable; and
 - (b) provide the Indemnifying Party with any reasonable assistance in the defence against such action at the Indemnifying Party's expense.
- 3.7. Should Randstad's use of products or services provided by the supplier be limited or prohibited by the claims of a third party, the supplier will do the following at its own discretion and after consultation with Randstad:
 - (a) acquire a right of use from such third party so that Randstad can continue to use the relevant products and services without any hindrance; or, if this is not reasonably possible,

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- (b) replace the affected products and services with products and services that offer at least the same functionality and performance and do not infringe on third-party rights. With respect to the replacement of products or services as described in this paragraph b, the supplier will provide transitional measures, consultation or training as required to minimise the disruption to Randstad's operations caused by such replacement. This will be done at no extra cost to Randstad.
- 3.8. All damages suffered by the Indemnified Party due to such third-party claims and all reasonable legal and other costs incurred in this regard shall be reimbursed by the Indemnifying Party.
- 3.9. The Indemnifying Party will be liable for any costs incurred in taking measures that may contribute to preventing stagnation and to limiting the incurrence of additional costs or damages to be suffered as a result of any such breaches.
- 3.10. The indemnification obligations in this article do not apply insofar as the relevant third-party claims are caused by:
- (a) changes that the Indemnified Party has made, without consent, to the infringing products or services; or
 - (b) the use of the relevant products or services outside the usage restrictions or licensing conditions agreed for that purpose.
- 3.11. Without prejudice to the foregoing, Randstad can terminate, in writing, the agreement with the supplier, in whole or in part, in the case of (potential) infringement of the rights of third parties.

4. cooperation with randstad

- 4.1. In relation to the supplier, Randstad undertakes to:
- (i) make available to the supplier in a timely manner all requested information that is reasonably necessary and relevant to the supplier for the execution of the agreement, including the purpose for which the relevant products or services will be purchased;
 - (ii) provide the information, materials, facilities and other collaboration agreed to in writing in order to facilitate the delivery of the products and services.
- 4.2. Upon receipt of such information, materials and/or facilities, the supplier shall check these for suitability, completeness and/or proper functioning. Any irregularities shall immediately, and in any case within ten (10) working days, be communicated by the supplier to Randstad. If this is not communicated within this period, Randstad will not be liable for any costs or consequences arising from these irregularities.

5. work activities at Randstad locations

- 5.1. Employees of the supplier shall only have access to Randstad locations provided that the supplier has registered these employees with Randstad in a timely manner and provided that they can provide adequate identification. Randstad shall be entitled to deny any person access to its locations at any time, subject to the parties entering into consultation as to how the obligations of the supplier can be met.

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- 5.2. When carrying out work at Randstad locations, the supplier shall be responsible for ensuring that its employees comply with the alarm system procedures and the rules of conduct and safety applicable at those locations. Any costs associated with non-compliance with these procedures by the (employees of the) supplier shall be charged in full to the supplier.
 - 5.3. Randstad will ensure that its locations are in conformity with applicable laws and regulations, including the ARAB (General Occupational Health and Safety Regulations) legislation.
 - 5.4. The supplier shall only have access to Randstad's IT systems to the extent Randstad has expressly authorised. If the supplier has access to Randstad's IT systems, the supplier guarantees that the business operations of Randstad will be hindered as little as possible, that Randstad's security guidelines will be complied with, and that the confidentiality of information will be respected.
 - 5.5. Randstad may require the supplier's employees to sign a confidentiality, intellectual property rights and/or code of conduct declaration prior to accessing Randstad's sites and/or IT systems. The supplier guarantees that its employees will effectively sign and comply with these declarations.

6. acceptance procedure and resolving defects

- 6.1. Randstad shall be entitled to put delivered services and products into test use and/or subject them to an acceptance test in order to determine their compliance with the legal and agreed requirements. This is subject to an acceptance test period of fifteen (15) working days after full delivery of the services and/or products. In these Terms and Conditions, Defects shall refer to the non-functioning or defective functioning of software applications and/or any other failure of the services, products, or results of services to comply with the agreement (hereinafter referred to as "Defects"). Randstad shall notify the supplier of any Defects that come to light within ten (10) working days, starting from the end of the acceptance period.
- 6.2. The acceptance test and/or test usage period may be performed by Randstad itself or by a third party designated by Randstad.
- 6.3. If the delivery occurs in several parts, both the delivered parts as well as the final result, as a whole, may be subject to an acceptance test. If defects come to light that delay or block the acceptance test or if a delay occurs due to force majeure, the acceptance test period will be extended proportionally. The acceptance test period may also be extended proportionally if Randstad is unable to complete the acceptance test within the agreed period for valid reasons.
- 6.4. If, during the acceptance test, Defects are revealed, Randstad shall be entitled, at its own discretion, to:
 - (a) dissolve the contract in whole or in part for breach of contract;
 - (b) make it possible for the supplier to repair the reported Defects (without any additional charge) within a reasonable time period of a maximum of ten working days.

After the remedial work has been completed, a new acceptance test period will commence, which will last as long as the original acceptance test period and be subjected to the same terms and conditions.

- 6.5. Randstad shall confirm the acceptance of the goods and/or results of the services to the supplier in writing and such acceptance shall be deemed to have taken place on the date of the written confirmation. If no written confirmation has taken place, the products or services to be delivered will be considered accepted by Randstad ten (10) working days after the end of the acceptance test period. Randstad shall not withhold acceptance on unreasonable grounds. If, in Randstad's reasonable opinion, Defects are of a minor nature and do not substantially hinder operational commissioning, Randstad shall not withhold its acceptance on those grounds, without prejudice to the obligation of the supplier to remedy the relevant minor Defects as soon as possible.
- 6.6. Randstad cannot be obligated to make a payment before acceptance has occurred. Payments made prior to acceptance are always made subject to subsequent acceptance.
- 6.7. If a payment to the supplier is linked to the time of acceptance, Randstad will confirm the acceptance in writing to the supplier and the date of such written communication shall be the date of acceptance. In all other cases, the delivered goods shall be deemed accepted if Randstad has not reported any Defects found to the supplier within five (5) working days after the end of the relevant acceptance test period.
- 6.8. If delivered products show Defects within thirty (30) working days after the start of their use, Randstad shall be entitled to receive immediate replacement of the product delivered with a new product. 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 prepaid fees, taking into account work already performed, without prejudice to any other rights.
- 6.9. If Randstad has purchased a maintenance or support service for the Deliverable, Defects that are not reported until after the acceptance test period shall be resolved by the supplier as part of that maintenance or support service agreement, in accordance with the service levels applicable thereto.
- 6.10. In the absence of an explicitly agreed maintenance or support service for delivered products or services, a general warranty period of two (2) years from the latest of either:
 - (i) full acceptance or,
 - (ii) in case no acceptance test has been performed, full delivery of the services or goods.

During such guarantee period, reported Defects will be repaired free of charge, as soon as possible and, in any event, within ten (10) working days after Randstad has notified the supplier of said Defects. This guarantee applies in addition to and not in place of any longer and/or more extensive guarantee claims offered by the supplier or the relevant manufacturer for the delivered products and services. The supplier guarantees that, during the warranty period, the goods and services:

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- (a) are free from defects in workmanship, material and design;
 - (b) conform to applicable specifications, examples and other requirements specified by Randstad;
 - (c) are fit for purpose and operate as intended;
 - (d) are marketable and of satisfactory quality; and
 - (e) are free of all liens, security interests or other encumbrances.
- 6.11. Maintenance or support services pertaining to products or services to be delivered by the supplier shall commence and become payable at the time of the start of operational use of the delivered goods by Randstad, unless such operational use takes place in the context of an acceptance test, in which case they shall commence and become payable from the time of acceptance.
- 6.12. Signature of a receipt or delivery slip by Randstad does not imply approval or acceptance of the delivered products or services.
- 6.13. Acceptance in no way relieves the supplier of its ultimate responsibility for the services and products delivered, the results thereof nor its obligation to remedy subsequently reported Defects as part of the maintenance, management and/or other warranty obligations.

7. prices

- 7.1. All products and services are provided on the basis of pre-agreed prices and rates, expressed in euro, and must remain within the agreed budget. Changes in exchange rates cannot be to Randstad's disadvantage.
- 7.2. If it is agreed that payment shall be calculated on a subsequent costing basis, then only the time actually spent on pre-agreed work and hours can be invoiced.
- 7.3. The parties agree that only hours effectively worked can be charged by the supplier and that any additional hours, due to errors or other types of non-compliance by the supplier, cannot be charged.
- 7.4. Any right of Randstad to receive goods and/or services ensuing from an advance payment, including hours for support and training, will never lapse and will be refunded to Randstad proportionately if the supplier fails to deliver such services and/or goods.
- 7.5. The supplier must obtain Randstad's prior written consent to do any additional and/or any less work. The supplier cannot charge for any additional work that he could reasonably have foreseen at the start of the agreement. In all other cases, the parties will agree to costs for additional work in advance. If there is no such agreement, the costs for additional work will be in line with the market and shall not be at a level more unfavourable than the other price agreements between the parties.
- 7.6. Subject to the provisions of the foregoing paragraphs of this article, the supplier will bear his own costs for the execution of the agreement and Randstad shall not be obligated to pay any costs or fees. The supplier is not entitled to charge for the part of the products or services not delivered in accordance with the agreement.

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- 7.7. Prices and hourly rates are fixed, unless explicitly agreed otherwise between the Parties, with a fixed index formulation.
 - 7.8. Prices and rates agreed are exclusive of VAT. Prices and rates are inclusive of all other possible levies and taxes and inclusive of all costs incurred by the supplier to fulfil the obligations under the agreement, including, travel, transport, installation and packaging costs and supplemented by any costs for the resources and licences necessary for the execution of the agreement.
 - 7.9. Randstad reserves the right to carry out a benchmark (or have a benchmark carried out) of (any part of) the products or services, including the price/quality ratio and other delivery terms and conditions. If the benchmark shows that the products and/or services are below the average 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.

8. invoicing and payment

Billing

- 8.1. If there are no specific invoicing arrangements, invoices must include the following information:
 - (a) Purchase Order number corresponding to the initial order (our P2P system generates a unique PO number)
 - (b) Name, address, place of residence of the customer
 - (c) Name, address, place of residence of the supplier (full name, no PO Box)
 - (d) Bank account number & account holder bank
 - (e) VAT number of customer (mandatory for invoices from EU countries)
 - (f) VAT or company number of the supplier
 - (g) Invoice date & number (day-month-year)
 - (h) Description of goods and services
 - (i) Quantity of goods or scope of services
 - (j) Date of delivery (if different from date of invoice)
 - (k) Invoice amount, excluding VAT (per VAT rate)
 - (l) VAT rate & amount
 - (m) Invoice total
- 8.2. Invoices should correspond to what was delivered and should also comply with the legal requirements imposed by the government. If the invoice does not meet the legally and contractually agreed requirements, Randstad shall not be obligated to pay it.
- 8.3. Whenever Randstad so requests, the supplier must provide further substantiation, in writing, of the invoice and prove that the products and services invoiced were actually delivered in accordance with the agreement.

- 8.4. Invoices must be sent in PDF format to the e-mail address that Randstad will provide to the supplier (by means of an order form, contract or other manner). Invoices must be sent as soon as possible after the goods have been delivered or services have been provided and, in any event, within six (6) months these dates. Randstad shall not be obligated to pay any invoice received after this period of six (6) months or after the fiscal year (calendar year) has closed.
- 8.5. All invoices should preferably be generated or created via Coupa Supplier Portal or cXML. As an exception to this, PDF invoices may be sent by e-mail, provided this is explicitly agreed in a separate agreement.

Payment

- 8.6. After receiving an invoice that meets the requirements set out in this article, Randstad shall pay it within thirty (30) days end of the month.
- 8.7. If Randstad does not pay within thirty (30) days end of the month, the amount invoiced may be increased by a percentage agreed between the parties, not to exceed 8% per year. The parties also agree that the additional compensation for recovery costs will never exceed €40.
- 8.8. Payment by Randstad shall in no way constitute a waiver of any right or acceptance of any product or service supplied.

9. use of the Randstad name and brand

- 9.1. The supplier is not allowed to use the names, trademarks, logos, slogans, domain names and/or tunes of Randstad or of the parent company of Randstad, regardless of whether they are legally protected. As an exception, the supplier may use them to the extent such use is necessary for the fulfilment of the supplier's obligations towards Randstad and/or with Randstad's prior written consent for a maximum period equal to the duration of the agreement. The use of names, marks, etc. must be made with due regard for the guidelines set forth by Randstad and always after a Randstad representative has approved it.
- 9.2. The supplier is only entitled to disclose to third parties the fact that he is a supplier to Randstad with the written consent of Randstad, which consent Randstad may withdraw at any time by notifying the supplier accordingly in writing. Randstad must approve, in advance, the manner in which such disclosures are made. Furthermore, no disclosures may be made regarding the nature of the services and products and/or the content and execution of the agreement without prior written consent. The provisions of this clause 9 will at all times remain subject to clause 10 ("confidentiality").

10. confidentiality

- 10.1. The supplier shall keep all Confidential Information confidential indefinitely and shall not disclose it to third parties, except to the extent necessary in the context of the agreement, and with Randstad's prior written consent. The parties deem Confidential Information to include: the content of the agreement, as well as all data originating from or relating to Randstad and/or its group companies, its (prospective) employees, customers and/or other relations as well as information about the relations of Randstad's customers and/or its group companies, which is provided to the supplier or otherwise becomes known to the supplier in the context of the agreement, regardless of the form of disclosure (oral, written, electronic, or otherwise) and whether or not expressly marked or designated as confidential at the time of disclosure. Confidential information shall in any case and without limitation include Personal Data (as defined in Article 11), as well as the content and existence of the agreement, construction instructions, concepts, texts, images, work processes, trade secrets and descriptions about the products and services.
- 10.2. The supplier warrants and undertakes, in respect of all Confidential Information, to:
- (a) take appropriate organisational and technical measures for secure retention or storage, including but not limited to imposing confidentiality and security obligations on its personnel and others to whom the supplier grants access to the Confidential Information in order to protect it from destruction, loss, unlawful disclosure, damage or other unlawful or illegal processing. Such measures, taking into account the state of the art and the costs of their implementation, shall ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected, and shall in no case be less than the measures taken by the supplier to protect its own Confidential Information. The measures should include the prevention of unnecessary collection and further processing of the Confidential Information, in particular the Personal Data;
 - (b) only allow those employees (including subcontractors or other persons working under the supplier's authority) who need access to Confidential Information to do so on a strict "need to know" basis. Such employees must have undertaken, in writing, to comply with the confidentiality obligations set out in these General Purchasing Terms and Conditions and agree that such obligations will remain in force after the termination of the agreement;
 - (c) not, except with Randstad's prior written consent, disseminate such Confidential Information outside Belgium (including making the Confidential Information accessible online to persons located outside Belgium);
 - (d) not use the Confidential Information for any purpose other than the execution of the relevant agreement with Randstad and to do so in compliance with that agreement, with the applicable laws and regulations and with any guidelines provided by Randstad, including in an anonymised or aggregated form or for the purpose of conducting statistical analysis or benchmarking studies;

- (e) immediately inform Randstad in case of the (suspected) destruction, loss, damage or unlawful processing of and/or access to the Confidential Information;
 - (f) retain the Confidential Information for no longer than is reasonably necessary for the execution of the agreed obligations or for compliance with laws and regulations, and immediately upon Randstad's request and/or immediately after full compliance with the said obligations, make such Confidential Information, including any copies made, and/or derivative works, again available to Randstad, or destroy it (upon Randstad's written request) and confirm in writing to Randstad that all Confidential Information has been transferred back, destroyed or deleted; and
 - (g) cooperate with the exercise of control by or on behalf of Randstad in the sphere of data retention and use, and also to enable Randstad to comply with relevant legal obligations, such as those obligations under the General Data Protection Act and contractual obligations towards customers and other contracting parties.
- 10.3. Except in relation to Personal Data from Randstad, the obligations set out in Articles 10.1 and 10.2 do not apply to information that:
- (a) is or will become publicly accessible at the time of disclosure without any act or omission by the supplier, nor, to the supplier's knowledge, by any erroneous act or omission of any confidentiality obligation by any third party;
 - (b) was already in the lawful possession of the supplier without any restriction and was freely available to him before it came to his knowledge;
 - (c) was developed by the supplier independently of Randstad.
- 10.4. The provisions of clauses 10.1 and 10.2 are without prejudice to the authority of the supplier to provide Confidential Information to a third party under any statutory provision or to an authority or regulatory body to whose authority the supplier is subject. This competence of the supplier does not extend beyond what is necessary to fulfil the legal obligation or the request. If permitted by law, the supplier will notify Randstad of this in advance, where possible, and fully cooperate with any request by Randstad to limit such mandatory disclosure and/or to ensure that such disclosed Confidential Information is treated confidentially.
- 10.5. The Supplier will ensure that his employees and/or subcontractors and their staff are aware of the obligations arising from this article and will ensure that they strictly observe them.
- 10.6. Randstad may require employees or subcontractors engaged by or through the supplier who will gain access to Confidential Information to sign, in advance, a more detailed confidentiality agreement approved by Randstad. The supplier will be responsible for violations of this article committed by his employees or subcontractors as if he had committed the infringements himself.

- 10.7. For each violation of this article, the supplier shall pay an immediately payable penalty of 25,000 euros, without prejudice to Randstad's other rights, including the right to damages and execution of the agreement. If Randstad claims compensation from the supplier as a result of a breach of this article, any penalty paid by the supplier under this article shall be deducted from the amount of that compensation.

11. personal data

A. General processing obligations applicable to all suppliers

- 11.1. The parties must comply with their specific obligations with regard to Personal Data in the context of executing the services, including, without limitation, the EU General Data Protection Regulation (Regulation (EU) 2016/679 of 27 April 2016 (GDPR)).
- 11.2. The parties know and acknowledge that **Randstad Personal Data** is understood to have the same meaning given to personal data in the General Data Protection Regulation (the GDPR), and of which Randstad is the controller, and which, as part of the agreement, is processed by the supplier as an independent controller.
- 11.3. For the purposes of these general terms and conditions, Controller, Processor, Personal Data, Processing, Data Subjects and Supervisory Authority have the same meaning as under the GDPR.
- 11.4. The supplier will only process Randstad Personal Data insofar as this is strictly necessary to provide the Services or fulfil his other obligations set out in the Agreement. The supplier is not permitted to process Randstad Personal Data for any other purpose, including (but not limited to) performing analyses, or linking or combining Randstad Personal Data with other information available to the supplier, without Randstad's prior consent.
- 11.5. The supplier shall ensure that, in addition to what is described in the previous paragraph:
- (a) he will ensure that those employees (including contractors, or any other person working in accordance with the supplier's instructions) who are permitted to process Randstad Personal Data receive adequate data protection training;
 - (b) he will co-operate in good faith with Randstad and the Supervisory Authorities with regard to inquiries and investigations in relation to the processing of Randstad Personal Data and will, at all times, do so within a reasonable period, including (but not limited to) making available to Randstad the necessary information to prove compliance with legal obligations, making all reasonable efforts to assist Randstad in preparing and finalising the necessary notifications, registrations, and documentation, and completing data protection impact assessments;
 - (c) he must, without further stipulations, respond promptly and appropriately to any request from Randstad and the data subjects to ensure the effective exercise of the data subjects' rights, including the right to accessibility, rectification, deletion, portability, objection and restriction of Randstad Personal Data; and

- (d) at the time of entering into the agreement, he has no reason to believe that there are laws applicable to him that may materially and adversely affect the warranties sought under this clause and clause 10.2, and he will immediately inform Randstad if he should become aware of any such legislation.
- 11.6. Unless prohibited by EU Law, the supplier will notify Randstad of any (proposed) audit or investigation or if he receives a summons from the Supervisory Authority or from any other competent authority concerning the processing of Randstad Personal Data. The supplier shall fully cooperate with any such audit or investigation without any further stipulations.
- 11.7. If the supplier's services or any obligations arising from the agreement entail the collection of personal data, or if Randstad receives personal data from the supplier, the latter will guarantee that the processing of the personal data is lawful, including, but not limited to, that the supplier:
 - (a) provided data subjects with all relevant information regarding the processing of the data, in compliance with applicable data protection laws; and
 - (b) obtained the necessary specific and prior consent from the data subjects to disclose their personal data to Randstad, unless other legal grounds apply, and that the supplier communicated this to the data subjects.
- 11.8. The supplier will ensure that the data protection principles are observed by design and by default, including, but not limited to, where services consist of delivering or developing software or software as a service.
- 11.9. If the services entail that Randstad Personal Data will be transferred to organisations in third countries, or to international organisations, the supplier will only perform or accept such transfers if full compliance is ensured with the requirements for data transfers under the data protection legislation applicable to the Randstad entity for which the services are performed and subject to Randstad's prior written approval, including, if applicable, by entering into additional agreements with Randstad or with third-country organisations, before performing or accepting transfers of Randstad Personal Data.

B. Supplier acting as processor

If the services involve the processing of Randstad Personal Data by the supplier as a processor on behalf of Randstad, the supplier shall not start processing Randstad Personal Data on behalf of Randstad before a written agreement has been concluded with Randstad (and, where necessary, with the relevant Randstad entity) on the specific provisions applicable to the processing of Randstad Personal Data by the supplier on behalf of Randstad, and also for the purposes of Article 28 of the AVG (**Data Processing Agreement**).

If there should be any conflict between the provisions of these general terms and conditions, and the Data Processing Agreement regarding the obligations of the Processor, the provisions of the Data Processing Agreement shall prevail. If no written agreement has been entered into, Randstad's standard Data Processing Agreement applies to the processing of Randstad personal data.

C. Joint data processing obligations

If the parties consider themselves joint controllers of the processing of Personal Data in connection with these general terms and conditions, as provided for in Article 26 of the AVG, then the parties will enter into a separate agreement that complies with the provisions of Article 26 of the GDPR (Joint Controller Agreement). If there is any conflict between these general terms and conditions and the Joint Controller Agreement regarding the supplier's obligations as joint controller, the provisions of the Joint Controllers Agreement will prevail.

12. auditing rights and compliance support

- 12.1. Randstad shall be entitled to have supplier audits performed by Randstad internal and external auditors in the cases referred to in this article. The time, location and manner in which the audits are to be conducted will be coordinated with the supplier, as far as reasonably possible. The supplier will provide Randstad and/or the auditor with all reasonable cooperation and access to relevant systems and documents in performing these audits, specifically with regard to:
- (a) the services provided in general and the accompanying processing of Confidential Information, in particular Personal Data;
 - (b) the accuracy of invoices;
 - (c) the supplier's fulfilment of its obligations, including compliance with the Randstad Group Supplier Code;
 - (d) security aspects of the services and Confidential Information; and
 - (e) aspects that Randstad needs to verify to be able to fulfil its legal obligations.
- 12.2. Each party will bear its own costs with regard to performing audits unless the auditor reports breaches with regard to the supplier's fulfilment of its obligations, in which case the supplier will pay the reasonable costs of the auditor, without prejudice to any of Randstad's other rights with regard to a failure on the part of the supplier. Randstad is not obligated to pay any of the costs incurred by the supplier to have the audit performed correctly.
- 12.3. If an audit is conducted at the request of a Randstad customer or a Randstad supervisor, the supplier may charge the agreed fees in connection with such audit and, in the absence of such agreement, may pass on its reasonable costs on a market-based basis, unless the audit demonstrates that the supplier has failed to comply with its obligations (in which case the supplier shall bear its own costs and reimburse Randstad for the cost of the audit).

13. force majeure

- 13.1. The parties agree that force majeure refers to any unforeseeable and unavoidable event, circumstance, or cause that is independent of the will of the parties (or their representatives) and that constitutes a (permanent or temporary) non-attributable impossibility for the execution of the obligation by a party. Force majeure includes the following:
- (i) earthquakes,
 - (ii) war,
 - (iii) terrorist attacks,

- (iv) government or public agency action,
- (v) serious obstacles in infrastructure,
- (vi) fire, flood or storm which destroys the business,
- (vii) uprisings (not including strikes),
- (viii) epidemics, pandemics and/or possible quarantine measures.

This list does not constitute an exhaustive enumeration of cases qualifying as force majeure and is for information purposes only.

In any event, force majeure does not include the following: strikes at the supplier's company, illness/disability of the supplier's personnel and/or failures of the supplier's own employees and any subcontractors, and/or any circumstances existing at the time when the parties entered into the agreement.

- 13.2. In the event of force majeure, the obligation to fulfil the contract shall be suspended in full or in part for the party concerned for the duration of the force majeure, without the parties being liable for any compensation. If one of the parties can reasonably demonstrate that the service would become absolutely and definitively impracticable or completely useless during or after the force majeure, that party may terminate or suspend the agreement free of charge.
- 13.3. The affected party, in cases where force majeure applies, shall always promptly notify the other party hereof in writing, submitting the necessary documentary evidence to determine the impact of the force majeure on the affected party's ability to execute the agreement (providing any documents or other evidence necessary to demonstrate the force majeure and its impact on the affected party's ability to execute the agreement). The party concerned shall, at its own expense, take all reasonably possible and foreseeable measures and use available alternative means after consultation with and approval of the other party in order to prevent, as far as possible, or at least to limit the impact of the resulting breach of execution on the other party. The relevant party shall provide, as soon as possible and according to a schedule to be agreed, a force majeure status report insofar as the service has not been discontinued. This state of affairs status report clearly states the factors hindering service resumption, as well as an estimate of when the service could restart.
- 13.4. If the supplier is unable to deliver products or services due to force majeure and Randstad may suffer damages and/or its business operations may be significantly disrupted as a result, Randstad shall be entitled to terminate the supply of such products or services free of charge and/or temporarily suspend the purchase thereof and provide for this itself. The supplier will fully collaborate to this end, as well as proportionately refund to Randstad all payments made in relation to the cancelled or suspended goods or services.

14. liability and indemnification

Liability

- 14.1. In case a party should be held liable for damages suffered by the other party, arising from or related to the agreement, the following limitations of liability shall apply between the parties, unless explicitly provided otherwise elsewhere in these Purchasing Terms and Conditions or in the relevant agreement:
- (a) Limitations of liability with respect to loss or damages resulting from physical damage or destruction of property: up to 2,000,000 euros per event or series of directly related events with a total maximum of 5,000,000 euros per year;
 - (b) Limitations of liability with respect to indirect or consequential damage, such as loss of profit and loss of turnover: exclusion of all liability;
 - (c) Limitations of liability with respect to direct damages (which are defined as all damages eligible for compensation under the law and which do not fall under damages as described under (a) or (b)): up to 1,000,000 euros per case, or if higher, three (3) times the amount equal to the total amounts invoiced by the supplier to Randstad in the period of twelve (12) months preceding the event causing the damages, with a total maximum of 5,000,000 euros per calendar year.
- 14.2. The limitations of liability set out in the previous paragraph lapse in case of:
- (a) fraud or fraudulent misrepresentation, wilful intent or gross negligence on the part of the liable party, its subcontractors and/or their respective personnel,
 - (b) the indemnities given by the supplier,
 - (c) a breach by the supplier of its obligations under the applicable data protection laws, confidentiality agreements and/or intellectual property rights,
 - (d) death or personal injury arising from or in connection with negligence, or
 - (e) any other liability which is not allowed to be excluded or limited under the applicable legislation.

Indemnities

- 14.3. The supplier shall indemnify Randstad against:
- (i) any claims (claims, proceedings or actions) of third parties (including Randstad employees) for compensation for damages attributable to acts, omissions, (non-)performance by the supplier or its employees/subcontractors;
 - (ii) any claims (claims, proceedings or actions) brought by a competent public authority and/or data subject against Randstad in relation to the supplier's processing of Personal Data from Randstad;
 - (iii) any claims (claims, proceedings or actions) brought against Randstad as a result of a breach by the supplier or its employees or subcontractors of their data protection obligations under the agreement;

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- (iv) subject to the following clause, all liabilities, costs, expenses, damages and losses (including, but not limited to, all direct, indirect or consequential losses, loss of profits, loss of reputation and all interest, penalties and legal fees (calculated on a full indemnity basis)) and all other professional costs and expenses suffered or incurred by Randstad as a result of or in connection with any claim against Randstad by a third party for actual or alleged infringement of intellectual property rights arising from or in connection with Randstad's use of the goods and services provided by the supplier;
 - (v) all demands or claims– by freelancers and third parties, regardless of their legal bases, including claims for payment of wages, fees, payroll taxes, damages, fines and/or costs, based on the ground that a (fictitious) 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 hand;
 - (vi) any claims by any authority responsible for the enforcement of tax legislation, social insurance legislation, the employment of foreign workers and/or other legislation in respect of payroll taxes, VAT, import duties, fines or other government levies related to the provision of services by the supplier (or a subcontractor) and/or the personnel engaged by the supplier for this purpose. Likewise, the supplier will indemnify Randstad against labour law claims coming from employees deployed by the supplier or subcontractors to provide the services to Randstad, including, but not limited to, alleged outstanding pay; and
 - (vii) any claims, proceedings or actions arising from or in connection with the supplier's breach of any applicable legislation, any intentional act or any gross negligence.

14.4. The indemnification obligation of article 14.3 above does not apply insofar as the relevant third-party's demands are caused by:

- (a) changes made by Randstad, without the consent of the supplier, to the goods or services, which cause the goods or services to form a breach as a result of such change, other than as intended in the agreement; or
- (b) Randstad's use of the goods or services in question outside the scope of the permitted use or the licensing conditions agreed for them.

14.5. 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 over such claim, and Randstad shall:

- (a) keep the supplier informed of relevant developments in such a claim;
- (b) give the supplier a reasonable opportunity to participate in the public authority's investigation;
- (c) defend the investigation carefully and take into account the supplier's own defence arguments and evidence in defending such a claim by Randstad;
- (d) take any reasonable steps to minimise loss and damage; and

(e) not agree to any settlement with regard to penalties or monetary penalties without first deliberating with the supplier and obtaining the supplier's consent (which consent will not be unreasonably withheld or delayed).

For the avoidance of doubt, the supplier remains financially responsible for all damages, costs and expenses related to such claims.

14.6. The supplier shall adequately insure himself and keep himself insured for civil liability and, if applicable, professional liability, with a minimum amount equal to the amounts specified in Article 14.1. The insurance shall, at the very least, cover the supplier's obligation to Randstad to compensate damages to the extent these arise from or are in connection with the agreement and/or these Purchasing Terms and Conditions, to the extent that this is reasonably insurable. The supplier shall, at Randstad's first request, provide Randstad with a current declaration of insurance certified by the insurer.

15. termination and dissolution

15.1. The agreement will end by operation of law at the end of the agreed period. If the parties continue to execute the agreement after the end of the agreement, the applicable terms and conditions shall remain in force and Randstad shall be entitled to terminate the agreement at the end of each calendar month with 30 days' notice starting at the end of a calendar month.

15.2. If no period is agreed, the agreement will continue unless it is terminated by Randstad, with due observance of a notice period of at least two (2) months, or by the supplier, with due observance of a notice period of at least six (6) months.

15.3. Without prejudice to the parties' other rights of termination under these Purchasing Terms and Conditions, the agreement or the law, the party concerned is entitled to terminate the contract in full or in part extra-judicially with immediate effect under the following circumstances:

- (a) without prior notice of default, when the other party fails or indicates that it will fail to perform any material obligation(s) under the relevant agreement, where the non-performance is of such a serious nature that immediate termination is justified in view of the impact of the breach on the non-defaulting party's business operations and/or reputation;
- (b) in case of fraud by the other party, its subcontractors, employees and/or directors;
- (c) in the case of an irreparable, substantial failure by the other party;
- (d) in case of any other material breach of execution by the other party which has not been remedied within fifteen (15) calendar days after a written notice of default (and in case of breach of an obligation to pay, after sixty (60) calendar days);
- (e) if the other party applies for a (provisional) deferment of payment or bankruptcy;
- (f) if the other party has been granted a (provisional) deferment of payment or has been declared bankrupt;
- (g) in the event of attachment of (part of) the other party's business property intended for the execution of the agreement;

- (h) in the event of the shutdown or liquidation of the other party's business;
 - (i) in the event of any other circumstance that causes a party to have reasonable doubt regarding the continuity of the execution of the other party's obligations;
 - (j) in the case of a breach of the agreed security requirements for the supplier;
or
 - (k) in the case of the other party causing reputational and/or image damage.
- 15.4. Randstad shall be entitled to terminate all current agreements in whole or in part with immediate effect and without further notice of default, by registered letter, confirmed by e-mail or bailiff's writ, in the following cases:
- (a) if another party directly or indirectly obtains 50% or more of the control over the supplier (or of a substantial part thereof, which is directly responsible for supplying a significant part of the products or services);
 - (b) if a Randstad competitor directly or indirectly acquires part or all of the supplier's stock; or
 - (c) if the products made available by or on behalf of Randstad under an agreement are seized by creditors of the supplier and such seizure is not lifted within five (5) working days.
- 15.5. In the event of termination or rescission of an agreement by Randstad, any amounts paid in advance by Randstad will be refunded proportionately unless Randstad cannot use (part of) what has already been delivered as a result of a default on the supplier's part or as a result of the failure to further deliver any more products or provide any more services due to the rescission. In this case, Randstad may claim full reimbursement of all amounts paid (provided that in the latter case, Randstad will also return all deliveries to the supplier, where possible). If Randstad terminates or rescinds an agreement, the supplier shall not be entitled to any compensation for damages in connection with the termination or rescission.
- 15.6. In the event that Randstad has the right to rescind or terminate an agreement on account of the supplier's failure to fulfil its obligations, Randstad will also have the right to rescind or terminate the other agreements in force at that time on account of breach of contract.
- 15.7. Provisions which, by their nature, are intended to continue after the end of the agreement shall remain in force after the termination. This includes, inter alia, provisions on warranties, liability, intellectual property rights, confidentiality, personal data, dispute resolution and applicable law.

16. hardship clause

- 16.1. If abnormal and unforeseeable circumstances occur which are independent of the will of the parties and which do not render the parties' execution of the commitments impossible (and therefore do not constitute "force majeure events") but seriously aggravate or complicate the commitments (seriously disturbing contractual equilibrium), Randstad may request the other party to renegotiate the agreement in order to either modify it or terminate it (if the circumstances would result in the execution of the agreement being so unreasonably onerous that it would be unreasonable to require its execution). In this case, both parties undertake to make reasonable adjustments to the agreement to re-establish a balanced agreement.
- 16.2. For example, the impact of a sudden and significant increase in the cost of a raw material on the agreed contract price that causes the annual cost of providing the services to Randstad to exceed the annual revenue from the agreement with the counterparty. This list is not exhaustive.

17. (economic) sanctions

- 17.1. The supplier declares that neither its company nor any of its group companies, subcontractors, executives or employees appear on the sanctions lists.
- 17.2. The supplier certifies that its company, any group companies, subcontractors, directors and employees are not or have not been the subject of any claims, proceedings or investigations relating to Sanctions.
- 17.3. The supplier warrants that neither it, its group companies, nor any of its subcontractors will act in violation of Sanctions, nor will it or they be involved in any activities that cause Randstad or its employees to act in violation of Economic Sanctions.
- 17.4. The supplier warrants that any money paid to Randstad does not originate from business or transactions with a party subject to Sanctions, nor from any act in violation of any Sanction.
- 17.5. Sanctions are understood to mean any sanctioning and/or economic measures contained in laws and regulations, treaties and embargoes and other decisions by bodies relevant to Belgium, including measures of the European Union and the United Nations.
Sanctions lists are understood to mean lists of companies, institutions and persons subject to Economic Sanctions.

18. transfer of rights and obligations/subcontracting

- 18.1. For the purposes of these Purchasing Terms and Conditions, the term subcontractor means any supplier or other third party used or to be used by the supplier for the execution of the agreement, whether directly or indirectly.

- 18.2. The supplier may only transfer, assign to a third party or have a subcontractor perform any of its obligation under the agreement with Randstad's prior written consent and in accordance with Article 18.3 below. Randstad shall not withhold its consent on unreasonable grounds. Randstad will be entitled to attach terms and conditions to the granting of its consent. The supplier is expressly not authorised to represent Randstad vis-à-vis third parties and will contract with subcontractors regarding outsourced tasks in his own name and at his own expense and risk.
- 18.3. In the case of the transfer of an obligation by the supplier to a third party or the engagement of a subcontractor under clause 18.2 above, the supplier shall:
- (a) remain fully responsible and liable for the execution of all obligations under the agreement;
 - (b) ensure that such third party/subcontractor is bound by a written agreement containing provisions that are in accordance with the provisions of these Purchasing Terms and Conditions, which will subsequently enable the supplier to meet its obligations.
- 18.4. Randstad has the right to transfer, cede and finalise its rights and obligations under the agreement to and with another member of the Randstad Group and/or third parties.

19. applicable law and competent court

- 19.1. On these Purchasing Terms and Conditions, all agreements and all disputes or claims (including non-contractual disputes or claims) arising out of or relating to the same subject matter or formation shall be governed by and construed in accordance with Belgian law. Applicability of international regulations and treaties, such as the United Nations Convention on Contracts for the International Sale of Goods, are excluded to the extent that this is possible.
- 19.2. Disputes arising from the interpretation and execution of these Purchasing Terms and Conditions, all agreements, and all disputes or claims (including non-contractual disputes or claims) will be dealt with before the competent courts and tribunals in Brussels.

20. various

- 20.1. If an article from these Purchasing Terms and Conditions, a part of such an article, or an agreement is declared invalid or non-enforceable, it will be replaced by an article having a meaning that is as similar as possible to it in terms of content and purport. The remainder of the article and of the agreement and/or the Purchasing Terms and Conditions remain otherwise applicable and enforceable.
- 20.2. The parties undertake to refrain from employing any of the other's employees who are or were involved in the agreement, from inviting them to apply for employment or attempting to do so during the course of the agreements and for six (6) months after the end of the agreement. This article does not apply:
- (i) if an employee responds to general recruitment statements by either party without specific prompting and/or

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Randstad group supplier code.

The supplier undertakes to comply with the 'Randstad Group Supplier Code' at all times.

This document aims to ensure the procurement of goods, works and services in a socially responsible and sustainable manner. In case of non-compliance with the Randstad Group Supplier Code, Randstad shall be entitled to immediately terminate the agreement without additional compensation and without prejudice to Randstad's other rights.



introduction

Randstad is the world leader in providing HR services. On a labour market where technology plays a prominent role, we serve as the human connection. We look beyond CVs and past work experience, and we are always on the lookout for the true potential of people and organisations. Our ambition is to promote sustainable employability and to contribute to economic growth that benefits society as a whole.

Sustainability has always been one of Randstad's core values. It is therefore important to us that everyone benefits from the way we work, both the parties that are directly and indirectly involved with us. Our suppliers make an important contribution to the quality of our services. Therefore, we require our suppliers to accept our standards and respect this Randstad Group Supplier Code, which is a crucial part of our Purchasing Terms and Conditions. We want to ensure that goods, work and services are delivered in a socially responsible and sustainable manner, in accordance with our Business Principles.

As a market leader in HR services, we consider it a must to act with integrity. As a result, we subscribe to the UN Global Compact, and we respect and support the ten principles contained in this document. They deal with human rights, labour, the environment and anti-corruption. Full details can be found at <https://www.unglobalcompact.org/aboutthegc/thetenprinciples/index.html>.

With regard to fundamental principles and rights at work, Randstad's principles are in line with the guidelines of the International Labour Organisation (ILO). More specifically, this includes freedom of association and the right to collective bargaining, the prohibition of all forms of forced or compulsory labour, the prohibition of child labour and the prohibition of discrimination. Full details can be found at <http://www.ilo.org/declaration/lang--en/index.htm>.

Randstad is fully committed to upholding the highest corporate ethical standards. By incorporating the principles of the UN Global Compact into our strategy, corporate culture and day-to-day activities, we ensure that all Randstad employees and suppliers also comply with these fundamental obligations. Those ten principles are part of our Business Principles. Full details can be found at <https://www.randstad.com/about-randstad/corporate-governance/business-principles/>.

supplier code

With this Supplier Code, we want to ensure that goods, work and services are delivered in a socially and ethically responsible manner at all times, in accordance with our Business Principles. Whether a supplier complies with the Code is a decisive factor for us as we consider whether to (continue to) work with that supplier.

Suppliers are obligated to read this Code and must be prepared to act in accordance with its principles. By signing on to the terms of the Code, a supplier undertakes to respect and support compliance with these terms in all its business interactions with Randstad.

We would like to stress that the terms of the Code also apply to everyone in the supplier's own supply chain (suppliers and subcontractors). The supplier is responsible for ensuring compliance with these terms in all aspects related to deliveries. And since nothing ever stands still, Randstad reserves the right to change this Code.

legislation

Suppliers must comply with all international, national, and local legislation with regard to health and safety, labour, and the environment. In addition, they must hold all relevant permits before commencing an assignment.

If a supplier does not hold the necessary permits, it must obtain these as soon as possible, no later than three months after the award of a contract. Until the required permits have been issued, Randstad will carry out additional management checks.

The supplier must notify Randstad as soon as the required permits have been obtained. If the local standards within the sector and/or the international guidelines are stricter than the local legislation, the supplier must comply with these stricter requirements.

management systems and certification

We expect every supplier to meet the highest standards in their sector, including in the areas of data protection and information security. If a supplier uses artificial intelligence (AI) in the services it provides to Randstad, it must use this technology in an ethical and responsible way, in accordance with Randstad's AI principles.

We prefer to work with suppliers who use certified quality management systems and standards, such as ISOs 9001 and 14001. Depending on the services or products provided, suppliers must be able to submit the following information:

- relevant information on the impact of its business activities on human rights, the environment, health and safety;
- management information on the control of quality standards, the procedures used to combat bribery and corruption (ABAC), and the data protection and information security mechanisms;
- the measurable objectives that the supplier has set in this area and within what timeframe it intends to achieve them; and
- interim information on the supplier's progress towards achieving its objectives.

monitoring and evaluation

To meet our general global governance objectives, we track and monitor the extent to which our suppliers comply with this Code. We also discuss this during our assessment meetings with suppliers, and if necessary, at other applicable times. If there is reason to do so, we may decide to screen a supplier against the relevant aspects of this Code. This audit may be carried out by ourselves or by an external party.

If a supplier is not (yet) able to comply with the provisions of this Code, Randstad will discuss which measures it needs to take to ensure compliance in the near future.

If a supplier does not comply with the Code, we may decide not to enter into a relationship or terminate our existing relationship. If we end a collaboration with a supplier, it applies to all entities of its business.

human rights

Randstad strongly believes that companies bear an important responsibility when it comes to human rights. We want the suppliers we work with to be aware of this and support us in this. To us, 'respecting human rights' means promoting a diverse and inclusive workforce, among other things, and this includes our suppliers' workforces.

As part of this, we pay particular attention to groups that are more vulnerable on the labour market. These vulnerable groups may vary per country and/or region. For example, they may include children, people with disabilities, migrant workers, the LGBTI+ community, indigenous people, racial and ethnic minorities and the long-term unemployed.

Our suppliers must respect human rights as set out in Randstad's Human Rights Policy and in accordance with the international treaties and regulations. They must be able to demonstrate that all their products and/or services are delivered without any violations of human rights.

Consequently, all forms of child labour are prohibited, and workers' rights must be fully respected (no forced labour or slavery, protection of health and safety, fair working hours, no discrimination).

If a supplier has violated human rights in any way whatsoever, its relationship with Randstad may be terminated automatically.

employees

We expect our suppliers to comply with and uphold labour principles in line with the standards mentioned above in the introduction. As expressly set out in our Health and Safety Policy, health and safety are the highest priority at our company, both for our own employees and for our temporary agency workers. We expect the same from our suppliers.

In addition, all suppliers must ensure that all of their employees who come into contact with Randstad are aware of the content of this Code and the company rules that apply at Randstad (including environmental regulations). Where relevant, we will suggest to our suppliers that their employees take our compliance training.

It is also the supplier's responsibility to ensure that its employees working for Randstad have the right qualifications and knowledge for the contract, and that they comply with appropriate standards. If it becomes apparent that its employees have violated the Code, the supplier will be notified, and we will work out a plan of action together to guarantee compliance as soon as possible.

fight against bribery

As stated in our Business Principles, we do not offer or pay bribes, and we do not accept bribes. We do not accept gifts, nor do we accept invitations to activities that could create undue influence or the appearance of undue influence. With regard to gifts or invitations to activities of limited value, our employees must check with their managers, in advance, before accepting them.

We have an active policy to prevent bribery and corruption. (Also see <https://www.randstad.com/about-randstad/corporate-governance/compliance/>)

We expect suppliers to lend their full cooperation to the prevention of bribery and corruption and to ensure that their employees and subcontractors do not in any way commit bribery or corruption in violation of local legislation and international treaties.

Non-compliance in respect of this bribery and corruption policy will not be tolerated. Any infringement will be investigated and may result in termination of the relationship with Randstad.

environments

At Randstad, we are aware that the natural resources on our planet are finite and vulnerable. Consequently, we believe that environmental protection is consistent with our corporate objectives and values, meaning it is an important consideration in all our activities. As a result, we expect our suppliers to comply with all applicable environmental laws and regulations. In line with our Environmental Policy, we strive to work with suppliers who are taking targeted action with regard to a number of environmental aspects. These include:

- **reducing the carbon footprint.** Suppliers should minimise the use of fossil fuels and try to keep their CO2 emissions as low as possible by using renewable energy.
- making efforts to reduce the use of natural resources, to reuse materials, to recycle residual waste, so that materials can be recovered, to reduce business travel and to purchase recycled, environmentally friendly materials, as relevant to their sector.
- **reducing waste and increased economical use of water.** We expect our suppliers to have a procedure to sort, process, store, transport, use/reuse and dispose of waste safely, as required by law. They must also have a procedure for using and reusing water in a sustainable way.
- **reducing pollution.** Suppliers should have clear targets to reduce environmental pollution and, if possible, use new technologies to do so.

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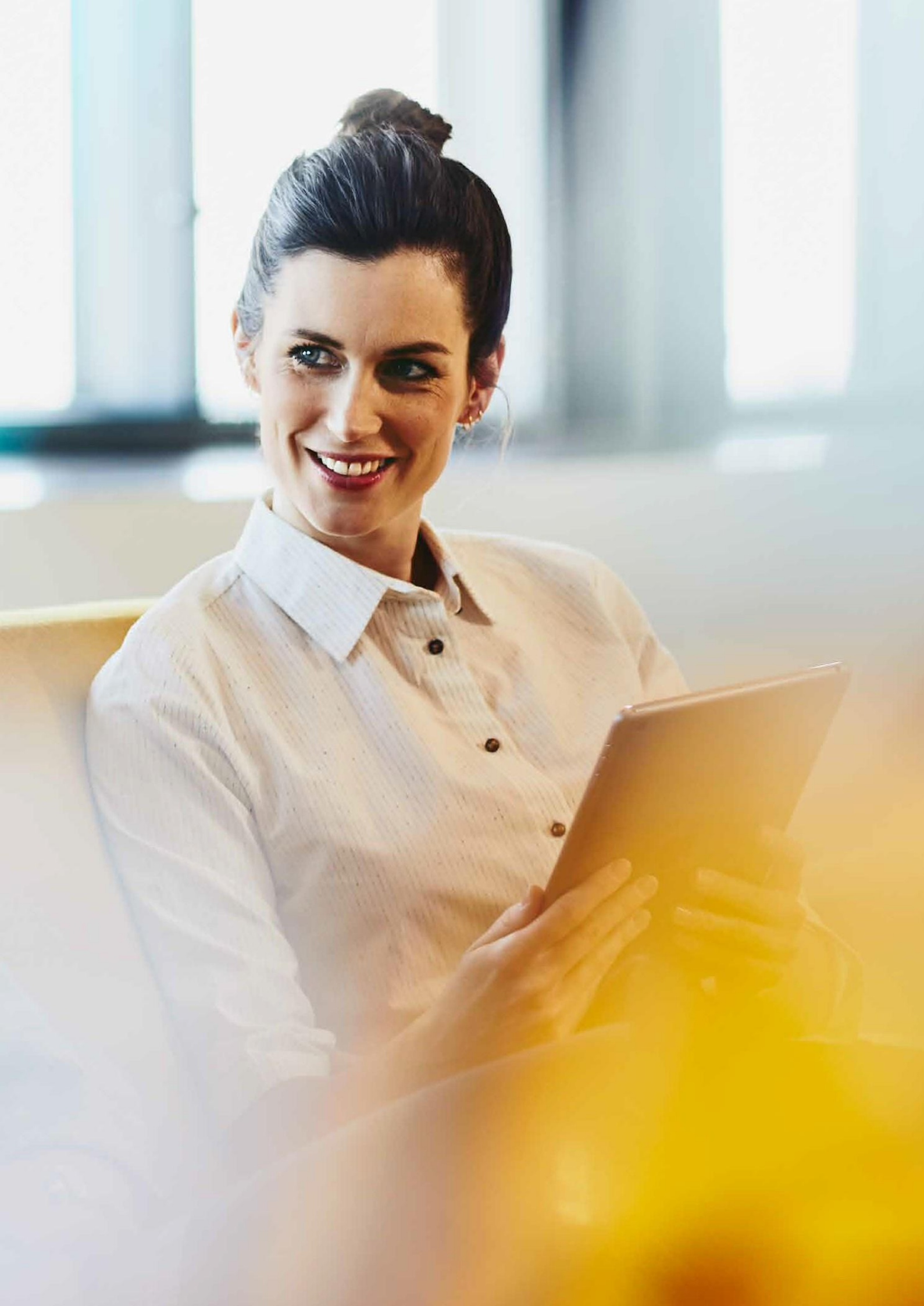
purchasing products.

we want to be happy users of your products.

Randstad chooses its partners and suppliers with care, especially when purchasing products such as office supplies, equipment, telephones, computers, peripherals, printed materials and marketing resources. We like to work with professionals who deliver quality and support that with excellent service.

Are we buying equipment such as machines or computers from you? Then you should make sure that everything is installed correctly, so we can start working with it without any worries. Are you also responsible for maintenance? Then you should make sure that this maintenance and any repairs are done correctly, with high-quality spare parts, and within the agreed time frame.

This part of our agreement contains all the details of these provisions.



21. transfer of ownership and risk

- 21.1. Delivered products shall be for the account and risk of the supplier until the moment of delivery at the agreed location (or, if delivery is delayed at Randstad's request, until such later delivery). Products delivered will become the property of Randstad the moment they are delivered. If the products have already been paid for by Randstad prior to delivery, ownership shall pass to Randstad at the time of payment.
- 21.2. If the supplier has products in its possession that are the property of Randstad (or of a Randstad client), the supplier is obligated to store such products correctly so that they are not damaged and that unauthorised persons cannot gain access to them. The supplier will bear all costs for storage.
- 21.3. If Randstad returns delivered goods to the supplier, ownership of the goods will revert to the supplier only after Randstad has received the amounts to be refunded by the supplier.

22. packaging

- 22.1. The supplier shall be obligated to immediately remove any packaging from the delivered products and/or any waste produced during assembly or disassembly of the products from Randstad's premises at Randstad's first request and shall refund all invoiced costs for such packaging.

23. manual

The delivery of goods will also include the delivery of a user manual and other documentation necessary for the designated use of the goods. The manual and documentation should:

- (i) be provided digitally, in Dutch and/or in French, and, upon first request, in English,
- (ii) be user-friendly and accessible to third parties, and
- (iii) enable efficient use, user training and management of the goods. The instructions and documents must be in English if the goods are to be delivered outside Belgium.

24. guarantee

- 24.1. The warranty provisions of articles 25.1 through 25.9 apply to all goods delivered by the supplier.

25. equipment

This article applies to the extent that the supplier provides equipment (such as machines and computers) to Randstad.

25.1. The supplier guarantees and vouches for the fact that:

- (a) the equipment is of good quality and has been manufactured from the appropriate materials;
- (b) the equipment can function within the environment and that it will be suitable for any specific purpose about which Randstad has notified the supplier in writing;
- (c) the technical and functional properties of the equipment correspond, at the very least, to the specifications included in the agreement;
- (d) the equipment is whole, complete, and ready for use. All parts, programmed software (firmware) in the equipment, accessories and tools which are necessary for the use of the equipment known to the supplier will be included in the delivery, even if they are not specifically mentioned; and
- (e) all equipment delivered to Randstad is new and unused, unless agreed otherwise.

25.2. All costs associated with bringing the necessary equipment on site (e.g. platforms, moving lifts, scaffolding, etc.) shall be borne by the supplier.

25.3. The supplier guarantees and vouches for the fact that, upon delivery, the equipment is free from third-party rights.

25.4. The supplier is obligated to ensure that the equipment that it has made available is always of a current type and is not (or is not at the risk of being) technically outdated.

25.5. The supplier will install the equipment insofar as this is required to enable its use. Equipment installation is understood to mean setting the equipment up after it has been delivered so that it is ready to be operated in the designated environment (as determined by Randstad).

25.6. After delivery, and where applicable, after installation, Randstad may subject the equipment to an acceptance test, in accordance with the provisions of Article 6.2 (Part 1 above).

In addition to the direct guarantees that the supplier gives Randstad, it will ensure, to the greatest extent possible, that Randstad also enjoys the benefits of any manufacturer's or distributor's guarantees applicable to the equipment.

25.7. The supplier will notify Randstad at least twelve (12) months in advance if it becomes aware that equipment of the type it delivered or will deliver will be withdrawn from the market, to give Randstad the opportunity to place any additional final orders.

25.8. For a period of at least seven (7) years after the termination of the manufacture of equipment of the same type as the equipment that the supplier has delivered, or for as long as Randstad uses the equipment, the supplier will be obligated to have sufficient spare parts available for Randstad within a reasonable period of time after Randstad has notified the supplier that it requires the spare parts.

- 25.9. The supplier is obligated to provide firmware updates for as long as the equipment is supported, but for a period of at least seven (7) years after such equipment was purchased. These updates will be performed within seven (7) days after the updates become available.

26. equipment maintenance

This article applies to the extent that there is an equipment maintenance agreement.

- 26.1. Maintenance includes preventive and corrective troubleshooting and firmware maintenance.
- 26.2. Should the manufacturer/supplier of the equipment notify Randstad or the supplier of a mandatory modification to any installed equipment, the supplier will, at Randstad's request, ensure that such modification is performed as quickly as possible, without any expense to Randstad, either by the supplier or by the manufacturer/supplier of the equipment.
- 26.3. Modifications aimed at improving functionality will be performed on a case-by-case basis after terms, conditions and a price quotation have been accepted in advance.
- 26.4. If it appears that the supplier has not been able to make conclusive arrangements with the original manufacturer/supplier of the equipment for spare parts and/or expert assistance, as a result of which the handling of malfunctions within the agreed times is or has been jeopardised, Randstad shall be entitled to terminate all or part of the maintenance agreement for such equipment, with a one (1)-month notice period. Prepaid amounts are refunded pro rata.
- 26.5. The supplier will make every effort to remedy the fault as soon as possible and, at the very least, in accordance with the agreed service level agreement or, if there is no agreed period, to commence remedying the fault within one (1) working day after it was notified of the fault.
- 26.6. The replacement of any part of the equipment that may affect the functioning of the equipment shall only take place after consulting with and receiving the consent of Randstad.
- 26.7. Parts of the equipment that need to be replaced will only be replaced with new parts (or parts equivalent to new ones) that are functionally and technically equivalent. Replacement will only be possible if Randstad has consented to this in writing and in advance.
- 26.8. If a part that is not technically or functionally equivalent is fitted temporarily, the correct technical or functional part must still be fitted as soon as possible.
- 26.9. The entity who owns a part to be replaced becomes the owner of the part fitted for the replacement.
- 26.10. The provisions of Articles 26.1 through 26.9 apply to all maintenance services provided by the supplier.

04

purchasing services.

we have selected your services with care.

As labour market specialists, we know all too well that everyone has his or her own talents. You achieve more when you let someone excel at what he or she does best. This also applies to companies. Each company has its speciality. We are therefore happy to call on professionals to support our company and our employees in achieving their goals and performing to the best of their abilities every day.

Do we buy services such as consultancy, education/training, maintenance, marketing or communication services from you? First of all, that means we have chosen you with care. In turn, we expect you to provide us with professional service and to respect all social laws.

This part of our agreement contains all the details of these provisions.



27. providing services

- 27.1. The supplier will report to Randstad on the execution of the services in accordance with the agreement. If there is no contractual arrangement, the supplier will report to Randstad from time to time, so that Randstad can monitor the progress and quality of the services provided.
- 27.2. When providing services, the supplier is not permitted to disrupt the progress of the normal business process or the proper functioning of the IT systems of Randstad, its clients or its other relations. If disruption is unavoidable, it must be agreed in advance in writing and kept to a minimum by the supplier.
- 27.3. The supplier will execute the services while duly observing the guidelines provided to it with regard to Randstad's house style, more specifically, if the services that the supplier will provide consist of developing concepts or campaigns and/or creating a website and/or another kind of application for Randstad.
- 27.4. If so requested, the supplier will provide any reasonable assistance to other Randstad suppliers whose services overlap with the services that the said supplier provides. Such collaboration will, in any event, include providing information and investigating disruptions, delays, etc. To the extent that such collaboration exceeds the bounds of reasonableness, the supplier may charge the costs for its collaboration at rates agreed with Randstad in advance or, if there is no such agreement, at market rates. In any event, the supplier may only charge for collaboration costs if they are reasonable, if the supplier estimated them in advance and if Randstad approved them in advance.

28. quality and replacement of employees deployed by the supplier

- 28.1. The supplier is responsible for ensuring that the employees, freelancers and any other third parties deployed to provide the services are sufficiently available and demonstrably adequately qualified and have the necessary training, expertise, and experience to perform such services to a high standard in accordance with best market practices.
- 28.2. Within two (2) weeks after having received Randstad's request, the supplier will replace personnel, freelancers or other third parties engaged to perform the services if, in Randstad's opinion, such personnel, freelancer or third party cannot adequately perform his or her assignment or has failed to follow Randstad's instructions with regard to performing his or her duties. Randstad may terminate the assignment of any employee, freelancer or third party to perform work for Randstad without being obligated to pay any compensation for damages for terminating the assignment or any indemnification relating to such termination. The supplier will, at all times, remain responsible for stipulating the termination of employment or for the employment of such persons.

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- 28.3. The supplier will ensure that there are as few changes as possible to the employees, freelancers or third parties to be deployed for Randstad, both within the scope of the agreement and in the deployment for new agreements, so that accumulated knowledge about the organisation and services of Randstad is kept available to Randstad as much as is reasonably possible in order to ensure efficient service provision. Randstad reserves the right to refuse the proposed replacement of the supplier's employee.
- 28.4. If personnel are designated in the agreement as key personnel, such personnel will only be replaced after Randstad has been consulted and after the supplier has provided a suitable alternative whom Randstad has accepted. Any breach of the provisions of this article will immediately place the supplier in default and give Randstad the right to terminate or rescind part of or the entire agreement immediately and without any penalty.
- 28.5. The supplier will only replace employees involved in providing services if and to the extent that this does not negatively affect the progress and quality level of the work concerned. Training time for substitute employees, freelancers or other third parties will not be charged to Randstad.

29. responsibility for the payment of wages, taxes and social security contributions

- 29.1. The supplier shall guarantee correct and timely payment of the wages and/or allowances of the supplier's employees and subcontractors involved in supplying services. The supplier also guarantees correct payment of social security contributions and taxes as well as VAT to the competent authorities.
- 29.2. At Randstad's request, the supplier shall, as soon as possible (no later than two (2) weeks after receipt of such request), demonstrate in writing that the supplier has paid for the wages, fees, taxes and social security contributions due for the supplier's employees and subcontractors involved in the provision of services.
- 29.3. If the services consist (in part or in full) of the provision of labour, the supplier guarantees that, at least during said provision, it is registered in the Crossroads Bank for Enterprises (Kruispuntbank van Ondernemingen (KBO)) as a company that provides labour and/or in other or additional registrations as is sometimes required by law for these activities. At Randstad's first request, the supplier shall provide Randstad with written evidence of such registration. If the supplier's registration changes or is planning on being changed, the supplier shall immediately inform Randstad of this.
- 29.4. If the supplier is unable to submit the evidence or data referred to in paragraph 3 of this article at Randstad's first request, Randstad shall, without prejudice to its other rights, be entitled to suspend or terminate the posting of the relevant employee with immediate effect without being liable to pay damages to the supplier.

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- 29.5. The supplier shall be liable for damages suffered by Randstad, including penalties and interest imposed on Randstad, due to non-compliance by the supplier with its obligations under this Article. The supplier shall indemnify Randstad against claims relating to the implementation of tax legislation, social security insurance legislation and/or other legislation in respect of payroll taxes, VAT, import duties, premiums, fines or other government levies which relate to the services provided by supplier (or a subcontractor) and/or to the employees deployed for that purpose. The supplier also indemnifies Randstad against employment law claims arising from employees deployed by the supplier and its subcontractors, including - but not limited to - alleged wage claims.
- 29.6. If it appears that the supplier or a subcontractor has not fulfilled, not fully fulfilled or not fulfilled in a timely manner the payment or other obligations referred to in this article, or is no longer able to do so, Randstad shall be entitled to suspend any further payment to the supplier until the supplier has fulfilled its obligations. In that case, Randstad will also have the right to suspend or rescind the agreement with immediate effect.
- 29.7. If the supplier makes use of a third party for the provision of labour on Randstad's premises, this may, under no circumstances whatsoever, be an employee of a competitor of Randstad unless otherwise agreed in advance.

30. intellectual property rights

- 30.1. Randstad grants the supplier a non-exclusive, non-transferable right to use the **materials made available by Randstad to the supplier** to the extent necessary for the delivery of the services. The intellectual property rights for the relevant materials will remain vested in Randstad or its licensors. In these Purchasing Terms and Conditions, "materials" are understood to refer to texts, images, layout, draft concepts, technical information, know-how, specifications and software, etc., or adaptations or additions thereto.
- 30.2. Subject to the provisions of paragraph 4 of this article, the supplier grants Randstad a transferable, non-exclusive, perpetual, non-separable and unlimited right of use in respect of the **materials made available by the supplier to Randstad**. The intellectual property rights for the relevant materials shall remain with the supplier or its licensors, unless otherwise agreed in writing.
- 30.3. Randstad shall be entitled to use, copy and distribute the documents provided by the supplier under the agreement for its own use, use by customers, (prospective) employees or other relations and/or for the provision of services for customers and (prospective) employees.

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- 30.4. All the intellectual property rights for the materials developed by the supplier, its subcontractors and/or its employees that are made available by the supplier in the context of the execution of the agreement for Randstad are transferred, in advance, in full, and unconditionally in the broadest sense, by the supplier to Randstad. Randstad accepts such transfer upon the creation of such rights, so that Randstad becomes the sole and complete holder of the rights for any present and future scope related to such materials. To the extent that the transfer of the rights requires a further deed, the supplier irrevocably authorises Randstad to prepare and sign the deed(s) required for this purpose on behalf of the supplier, without prejudice to the supplier's obligation to fully cooperate with such formalities at Randstad's first request. The supplier will ensure that the subcontractors it engages or the employees it makes available to Randstad will transfer the intellectual property rights referred to above to the supplier, where necessary, so that the supplier can, in turn, transfer them to Randstad. Randstad may require the employee/subcontractor concerned to sign a statement transferring these rights directly to Randstad.
- 30.5. The obligation to transfer copyrights and other intellectual property rights referred to in Article 30.4 shall not apply to materials included in the developed materials that have previously been developed by the supplier or its licensor outside the scope of the performance of the services (such as standard software, software libraries, routines, programming languages and tools) and adaptations to these, which adaptations are inextricably linked to and or built into these pre-existing materials (for example, adaptations to the source code of a standard software package of the supplier). For the sake of clarity, this exception does not cover the rights to templates, sets of settings or add-ons to a standard software package developed specifically for Randstad that are not built into the source code of the existing software program.
- 30.6. The supplier is not permitted to make materials developed for Randstad available to third parties in any way whatsoever, or to personally perform work and supply services for third parties with the aid of such materials, unless and insofar as expressly agreed otherwise in writing. The supplier will treat developed materials as Confidential Information.
- 30.7. Both parties are free to reuse general knowledge acquired (excluding Confidential Information obtained from the other party) and skills gained in providing services for their own business operations or in providing services to third parties, with due regard to any exclusivity agreements made.
- 30.8. The parties warrant that they are entitled to grant each other the rights referred to in Articles 30.1, 30.2 and 30.3.

05

purchasing of ICT services.

the interaction between people and IT defines the core of our services.

Randstad is a pioneer in its sector, and we want to keep it that way. It is something we owe to our talents, our clients and ourselves - both to fulfil their ambitions, and ours. IT plays a key role in Randstad's services. After all, we are fully committed to a “tech & touch” strategy that combines innovative technology and data use with a personal, human approach. This keeps us relevant and proactive.

Do we purchase IT services, such as SaaS, software development (apps, portals, websites, etc.), software licences or maintenance from you? Then you deliver the quality we have agreed upon or that we can reasonably expect from a professional like you.

This part of our agreement contains all the details of these provisions.



31. provision of IT services

- 31.1. The provisions of Articles 31.2 through 31.7 shall apply mutatis mutandis.
- 31.2. The supplier must comply with the provisions relating to the performance of IT services and service levels contained in the Vendor Information Security Requirements, referred to in clause 31.3.
- 31.3. The supplier will deliver the services in accordance with the agreed service levels, or if there are no specific, agreed service levels for certain aspects of the service, then in accordance with the quality and availability level that may be expected from a professional supplier of the services in question. In the absence of specifically agreed service levels, the following minimum service levels shall apply:
- (a) The quality and availability of the services provided must be of the level that may reasonably be expected from a professional provider of the services in question.
 - (b) Within four (4) hours after notification by Randstad of an incident (P1 or P2), the supplier will acknowledge receipt of such notification and confirm that it will follow up and resolve the incident.
 - (c) 95% of P1 incidents per month must be resolved within eight (8) hours after Randstad has reported them.
 - (d) 95% of P2 incidents per month should be resolved within sixteen (16) hours of notification by Randstad.
- 31.4. Randstad shall be entitled to terminate or dissolve the agreement, in accordance with Article 15.3(a) of the Purchasing Terms and Conditions, in the event of three (3) or more P1 incidents within six (6) months and, in that case, have the right to demand repayment of 25% of the fees paid during the preceding six (6) months (whether or not it exercises the right to terminate or rescind), without prejudice to any other rights Randstad may have.
- 31.5. In the case of three (3) or more P2 incidents during a six (6)-month period that are not resolved within eight (8) hours, the supplier will refund 10% of the fees paid during the previous six (6) months, without prejudice to any other rights Randstad may have.
- 31.6. "P1" means that the services are completely inaccessible and/or unusable, and "P2" means that one or more major features of the services are inaccessible and/or unusable.
- 31.7. If the measurement data for a certain, specifically agreed service level is missing or unreliable, then this service level will be deemed not to have been achieved for the relevant measurement period unless:
- (a) the absence or unreliability of such measurement data is attributable to Randstad or third parties for whom Randstad is responsible or
 - (b) the supplier can show by other means that the relevant service level has been achieved.

32. data ownership and confidentiality

- 32.1. All data processed by the supplier while performing the services are and will remain the full property of Randstad (or its (prospective) employees, customers and other relations), regardless of the manner in which the supplier obtains possession of such data. Whenever Randstad so requests, the supplier will provide it with this data in a generally customary format. If there is no agreement to this effect, the supplier may charge the agreed rates and its reasonable costs, based on market conformity.
- 32.2. With regard to the services, the parties shall, in any case, understand Confidential Information to refer to the following, in addition to the provisions of clause 10 (Part 1 above):
- (a) any data processed by Randstad, its (candidate) employees, clients and other relations by using the services or by entering such data into the systems provided by the supplier, including the work processes of Randstad or its clients;
 - (b) any data created by means of or for the services, including log files, usage statistics, Randstad-specific configuration and/or parameterisation settings, Randstad-specific data models, documentation and Randstad-specific design; and/or
 - (c) any data derived from using the Confidential Information, including any anonymous statistical data.

33. online service provision

That which is specified in this article will apply to the extent that the supplier provides online services (including, but not limited to, software functionality, such as "SaaS") to Randstad.

- 33.1. Randstad may use the online services in the manner provided for in the agreement. Randstad may allow online services to be used by (prospective) employees, customers and other relations as though they were employees of Randstad.
- 33.2. If the supplier provides an ASP/SaaS service to Randstad, the supplier guarantees Randstad that the ASP/SaaS service will be 99.9% available for normal use for seven (7) days a week, 24 hours a day, with such percentage to be measured per calendar month. The only unavailability of the ASP/SaaS service that will not be counted toward the availability percentage is the unavailability due to pre-announced and scheduled maintenance. If this 99.9% service level is not attained for two (2) successive months or if the availability is lower than 95% when measured over a period of one (1) month, then the supplier will be in default regarding this shortcoming without any further notice of default being required. In such case, Randstad will have the right to terminate or rescind the agreement without further notice of default or compensation for damages.

- 33.3. The supplier will set up the services and, more specifically, the hosting environment, in such a way that the use or misuse of the services by other users does not adversely affect Randstad's use of the services (by reducing performance, for example). Furthermore, the supplier will ensure, by means of adequate security measures, that whenever data is processed in a shared hosting environment, users other than those authorised by Randstad cannot access the data that Randstad processes with the services.
- 33.4. The supplier will do the following when making changes to the online services and/or hosting environment, when releasing new versions/releases, when making repair changes (such as patches/bug fixes), when implementing customised work and when making changes in any other way:
- (a) The supplier will not reduce the existing functionality nor substantially adversely affect the performance of the online services;
 - (b) The supplier will not make any changes that might affect the interfaces and links between the online services and the systems and databases connected to the online services;
 - (c) The supplier will not make any changes that involve investments for Randstad in business operations or linked systems;
 - (d) The supplier will always ensure that the impact of the adjustment is made sufficiently clear in advance so that Randstad can respond to it within the time frame acceptable to it;
 - (e) The supplier will ensure that customised solutions for Randstad continue to function in full accordance with the agreed requirements in conjunction with the implemented change;
 - (f) The supplier will always ensure that the external systems that the agreement indicates will or can be linked, actually remain linked and integrated and that Randstad can therefore continue to use them;
 - (g) The supplier will always agree with Randstad in advance to the timing of the implementation, unless the changes do not have a substantial impact on Randstad; and
 - (h) Whenever it is so requested, the supplier will reverse the change and undo its consequences if its implementation has non-agreed negative effects for Randstad. This will occur at no cost to Randstad unless the supplier proves that Randstad itself is responsible for the negative consequences.
- 33.5. Randstad shall not block its consent for the implementation of a change to the online services on unreasonable grounds and/or attach unreasonable conditions to such consent.
- 33.6. If the online service is replaced by another online service (possibly under a different name) that is intended as a replacement or logical successor to the online service or if it is divided into two or more separate online programmes, then Randstad shall be entitled to receive such replacement or successor online service as a new version under the existing online service, without being obligated to pay an (additional) licencing fee.

33.7. Implementing the online services forms a part of such services, as does the provision and use of all patches, new versions, releases, additional modules and logical successors of the software used by the supplier for the online services, without any additional charges.

34. software licences

The provisions of this article apply if Randstad purchases software licences.

34.1. From the moment of payment or earlier, as soon as the software is accepted in accordance with the provisions of Article 6 (Part I), Randstad shall acquire a non-exclusive, non-transferable, perpetual right to use the software, which may be transferred to any Randstad Group company at any time. Randstad will have a non-exclusive right to use the software to the extent necessary for installation and testing purposes during the period in which the aforementioned user right has not yet taken effect.

34.2. The user right includes the following:

- (a) the right to use the software on Randstad's equipment or on those Cloud environments specified in the agreement (and in the absence of any further specification, on all Randstad equipment), whereby the use shall include the use of the software for any work deemed useful by Randstad in the context of its business activities, including the processing of data from or for the benefit of third parties.

This use includes:

- (i) the use of all user-accessible functionalities, even if not mentioned in the documentation;
 - (ii) reproducing the software, storing it, transmitting it, and/or making it readable if this is necessary for its authorised use and distribution; and
 - (iii) storing 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, the right to have (prospective) employees, clients and other relations use the software as if they were Randstad employees;
 - (c) the right to reproduce the software in use, without additional payment, to the extent that Randstad deems it necessary to protect it against destruction and/or to protect against the mutilation of data and/or to use the reproduction for evidentiary purposes;
 - (d) the right to use the software in test and development systems, exclusively for test and development purposes, without additional payment;
 - (e) the right to store the software and to regularly test it on equipment (including equipment in an external back-up centre) other than that on which the software is installed, without additional payment, solely in the event that the software cannot be used on the installed equipment (“stand-by”), and/or in the event of a calamity;

- (f) the right to translate, edit, arrange or modify the software in any other manner, and the right to modify the software in connection with the correction of errors or the incorporation of the software in other programs so that it may function together as one single program;
 - (g) the right to move the software to another location or to use the software within another part of Randstad without owing any additional payment;
 - (h) the right to use the software on another platform. "Platform" is understood to mean the combination of equipment (irrespective of the type of processor), peripheral equipment, operating software and (to the extent that this is applicable) database software and network software, possibly in combination with the accompanying development environment, which may or may not be virtual, which Randstad uses in conjunction with the software, as well as all logical successors thereof.
- 34.3. Unless specifically stated in a licence order form, the user right is not limited to a certain number of users. Under no circumstances will more than one licence be charged for the same individual if the licences are linked to a number of users (E.g. if an individual needs to log into the software under different conditions, this individual will be considered to be using only one licence.)
- 34.4. If changes to the software are necessary when the software is transferred to other equipment or cloud-based service providers, Randstad will be entitled to make such changes or have them made. If Randstad so requests, the supplier will make these changes within a reasonable period of time, against payment exclusively for the costs involved.
- 34.5. Randstad is not permitted to copy or otherwise reproduce or modify the software except to the extent that this is necessary for its use as permitted under the agreement or by law.
- 34.6. The supplier guarantees that:
- (a) the technical and functional properties of the software comply, at the very minimum, with the specifications laid down in the agreement; and
 - (b) the software has been developed in such a way that the proper and faultless functioning of the software will not be impaired if a certain date is exceeded. The supplier will indicate in the documentation how date indications are used.
- 34.7. The supplier will be entitled to annually check the extent of Randstad's use of the software. If the audit reveals that Randstad has insufficient licencing rights, Randstad will purchase the missing rights and the accompanying maintenance at the cost level of the existing licences and maintenance. The supplier cannot lay claim to any additional payment, penalties or damages in this regard. The supplier may use a third party to assist in such compliance verification, as long as
- (i) there is no actual or perceived conflict of interest (for example, if the proposed firm also performs services for Randstad) and
 - (ii) this third party is not engaged by the supplier on a "bounty" basis.

- 34.8. Insofar as the supplier's standard licencing agreement (e.g. under the name EULA) is also declared applicable in the agreement, such standard licencing agreement shall not affect the provisions of these Purchasing Terms and Conditions and, if there is any conflict, these Purchasing Terms and Conditions will prevail.
- 34.9. Insofar as the software was purchased with the supplier's knowledge that the software will subsequently be implemented by a third party for the benefit of Randstad (and thereby e.g. parameterised and tuned), the purchase of the software takes place under the condition that the implementation is accepted by Randstad. This means that if Randstad does not accept the implementation, it may return the software and the supplier will refund the amount paid.

35. software development

The provisions of this article apply to the extent that the supplier's work (such as custom work, apps, portals and websites) relates to developing the software.

- 35.1. The supplier will ensure that:
- (a) the software is written logically and coherently;
 - (b) common development methodologies are used;
 - (c) the source code is in English or in any other language agreed;
 - (d) the software is based on the principles of privacy by design and privacy by default, as well as Security by Design and Security by Default;
 - (e) the software will be built and tested based on secure coding practices, such as OWAPS and ISO 27034;
 - (f) the supplier shall comply with the Randstad Secure Software Development Lifecycle Guidelines;
 - (g) any artificial intelligence components will only be included with full disclosure to and deliberation with Randstad before and during the development process, in order to minimise the risk of bias, to support Randstad in all demands regarding explanatory and transparency requirements, and to otherwise ensure compliance with Randstad's AI principles;
 - (h) the software will comply with the Web Content Accessibility Guidelines (WCAG), to the extent that this is relevant;
 - (i) the software shall not contain any third-party software. The supplier nevertheless has the right to include the following licences without needing to submit a request to do so: non-viral, open source licences, such as LGPL, BSD and MIT and viral open source licences such as GPL, provided that such software is not integrated in such a way that the software supplied by the supplier to Randstad must be regarded as a derivative work or otherwise falls, as a whole, under that open source licence.
- 35.2. Insofar as the supplier must notify or register the software with a certain authority, it will ensure that it does so on Randstad's behalf. Any costs accompanying registration will be deemed to be included in the agreed payment.

36. delivery of the software

- 36.1. The supplier will install the software to be delivered (such as standard software, custom work, apps, portals and websites) and, if Randstad deems this necessary, import it into the designated Randstad IT environment (or any other environment to be designated by Randstad).
- 36.2. The delivery of software includes all usernames, passwords and other codes required to use the software for its designated purpose.
- 36.3. The delivery of software developed for the benefit of Randstad also includes the delivery of the underlying technical, design and other documentation, manuals (in the language requested by Randstad), training courses, administrator rights and the underlying source code and documentation thereof. Insofar as further documentation or explanation is required to use and/or to be able to adapt the software, the supplier will provide such additional documentation or explanation to Randstad free of charge whenever the latter so requests.
- 36.4. If Randstad decides to switch to an alternative platform (such as a cloud-based provider or operating system) and this switch which has an impact on the application provided by the supplier, the supplier will ensure that the application is fully functional and does not create any problems on the new platform. The supplier may charge for the costs of its collaboration only after Randstad has given its written approval for the specific work to be performed and for the actual costs at the agreed rates or, in the absence thereof, at market rates.

37. software maintenance

The provisions of this article apply if the supplier has agreed to maintain the software.

- 37.1. The supplier will provide the following services, which are assumed to be included in the maintenance fee:
 - (a) user support,
 - (b) troubleshooting (corrective maintenance),
 - (c) the prevention of disruptions (preventive maintenance), including making software suitable for operation with adjustments to the control software, and
 - (d) the release of new versions, including releases, upgrades, updates, fixes, etc. which are released by the software supplier or provider.
- 37.2. Support for the use of the software and the handling of malfunctions will be provided for the “current version” of the software, for the version prior to it as well as for the version installed on behalf of Randstad less than one (1) year previously.
- 37.3. The supplier will notify Randstad, in writing, if any versions (main versions) are switched, thereby duly observing a notification period of six (6) months.

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- 37.4. The supplier will always inform Randstad in good time about available new versions of the software and their contents, as well as about the consequences associated with putting them into operation (release notes). If Randstad so requests, the supplier will provide a copy of the new version of the software, free of charge, for testing and evaluation purposes. No payment will be due before Randstad commissions a new version.
- 37.5.
- If the software supplier replaces the software with other software (possibly under a different name) intended as a replacement or logical successor to the software or divides the software into two (2) or more separate programmes, Randstad shall be entitled to receive such replacement or successor software as new version(s) under the maintenance subscription, without being obligated to pay an (additional) licencing fee. Only if such new version adds substantial application possibilities for Randstad will the parties discuss a reasonable additional licencing fee. If such deliberations do not lead to an agreement, the supplier will, if desired, continue to maintain the version used by Randstad subject to the agreed conditions for at least five (5) years after that date.
- 37.6. A new version of the software shall not lead to a reduction of the performance or application possibilities of the software. If a new version imposes additional requirements on the platform, Randstad shall be entitled to continue using the 'current' version, whereby the supplier shall ensure that support for this version is maintained until the end of the agreed maintenance obligation. Randstad will notify the supplier of this in writing.
- 37.7. A new version of the software will have the same interface specifications as its predecessor and will always be fully compatible with the platform on which it runs. This means that installing a new version does not require any platform changes or conversions. If full compatibility is not possible, the supplier will provide conversion tools and manpower at its own expense to perform this conversion.
- 37.8. The supplier shall ensure that the software will be adapted, in a timely manner and without additional costs for Randstad, to changes in governmental (Belgian and European) regulations (including regulations of supervisory bodies), to the extent that such changes have any impact on the data processing by the software.
- 37.9. No later than one (1) month after a new version of a component of the platform used by Randstad in connection with the software has been released on the market, the supplier will notify Randstad in writing as to whether the software can function seamlessly with the new version of this component. If problem-free operation is not possible, the supplier will provide a new version of the software free of charge within three (3) months of its release to ensure that the software continues to function without problems.

38. documentation

- 38.1. The supplier will document the services and source codes it develops in a sound and professional manner that is easily accessible to third parties in order to make it possible to use it efficiently, to provide user training, to manage it and to further develop it.
- 38.2. 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 obtained a licence for the source code of the software).
- 38.3. If there are any substantial defects in the completeness or quality of the documentation of the services at any time, the supplier will remedy this immediately and free of charge. Failure to document its products and services in a professional, accessible and structured manner will be deemed a serious breach of the supplier's obligations.

39. software licences

- 39.1. The supplier shall comply with the items described in the Vendor Information Security Requirements ([herein the link](#)).

40. malware

- 40.1. The supplier will exercise all reasonable care to ensure that the services it provides do not contain any 'malware' (such as time bombs, Trojan horses, rootkits or viruses). The supplier will notify Randstad immediately and do everything possible to prevent or solve problems if any (possibility of) malware is discovered.
- 40.2. The supplier shall never be entitled to use malware, directly or indirectly, to the detriment of Randstad and/or to have it (automatically) put to use, not even in the event of a breach of contract on the part of Randstad.
- 40.3. The supplier will take all necessary precautions to prevent malware from being introduced to the services by way of normal use by normal users.
- 40.4. If the supplier violates this provision, it shall forfeit a penalty of € 25,000 each time it occurs, which will be immediately due and payable without judicial intervention, none of which will prejudice any further rights of Randstad, including the right to compensation for the other de facto damage it actually suffered.
- 40.5. If malware makes changes to the software, the supplier's maintenance obligations remain in force. Insofar as no guarantee or maintenance obligation exists, the supplier declares its willingness to repair faults caused by malware on the basis of the applicable rates.

41. consequences of termination of services

41.1. In the event of full or partial termination of a service for any reason whatsoever (including, but not limited to, termination, rescission and non-renewal of the relevant agreement or the supplier's bankruptcy), the supplier is obligated to provide the following assistance within 24 hours in order to enable Randstad to minimise the impact of such termination on its business operations whenever Randstad so requests:

- (a) The supplier shall provide any requested and reasonably necessary collaboration and information to Randstad and to any succeeding supplier of Randstad at the most recent hourly rates applicable between the parties or, in the absence thereof, at reasonable market rates, in order to minimise the impact of the termination of services on Randstad's business operations and to ensure that the transition to replacement services is as efficient as possible;
- (b) At Randstad's request, the supplier shall continue to supply all or part of the services in question, for a maximum period of twelve months after the termination of the agreement, until Randstad has made the transition to the replacement service, at the most recently applicable rates for that service, in which case any applicable annual rates will be converted to monthly rates;
- (c) The supplier shall return or provide, free of charge, in a form indicated by Randstad, in any case digitally, all Randstad-specific documents, all and any Randstad data and all and any Randstad-specific log files and databases, or parts thereof, which the supplier has or has had prepared for the purposes of performing the services. Such data, (parts of) log files and databases must be transferred to Randstad, or at least to a third party to be designated by Randstad, in accordance with Randstad's instructions and in such a way that the data, log files and databases can be read and processed in full on an alternative application without disproportionate effort;
- (d) The supplier shall provide copies of user licences (at reasonable market terms) for software used by the supplier in performing the services; and
- (e) The supplier shall provide the specific assistance indicated in the relevant agreement to support Randstad in winding down services and switching to a successor supplier for replacement services.

