

General Terms of Purchase Randstad Group

Version November 2016

Introduction

These are the general terms of the Randstad Holding nv and its group companies for the purchase of goods and services.

Where in these general terms Randstad is mentioned, the legal entity within Randstad that has a legal relationship with the supplier is referenced.

Randstad enters into all agreements in name of itself and in name of its group companies. This means that all goods and services that are subject to an agreement can be used by the group companies of Randstad, as if they are party to the agreement. Randstad is liable for the actions of its group companies performed in the execution of the agreement as if it are its own actions.

PART 1: GENERAL

1. Reading instructions

These terms of purchase are comprised of an introduction and a general part, that apply automatically, and specific parts, which are applicable depending on the goods and/or services being purchased. Multiple parts may apply simultaneously. The terms are structured as follows:

Part 1: general (clauses 1-21);

General provisions, for example regarding liability and termination.

Part 2: purchase of goods (clauses 22-26):

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

Part 3: purchase of services (clauses 27-30):

Specific provisions regarding consultancy, education/training courses, marketing services and/or communication, hiring staff, etc.

Part 4: purchase of IT services (clauses 31-42):

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

2. Terms, agreements and offers

- 2.1. These terms of purchase apply to all legal relationships between Randstad and the supplier where Randstad purchases goods and/or services.
 - 2.2. If Randstad and the supplier have concluded a written agreement for the supply of goods and/or services to Randstad, the agreement prevails over these terms of purchase in the event of any conflict between the two.
 - 2.3. The following documents never apply to the detriment of Randstad:
 - (a) general terms and conditions of the supplier and/or its subcontractors. For the purpose of these general terms the term subcontractor means all suppliers or other third parties that are used or will be engaged by supplier for the performance of the agreement, either directly or indirectly;
 - (b) descriptions of products and/or services or other standard documents of the supplier, whether or not published on web pages.
 - 2.4. Every offer from the supplier applies as an irrevocable offer with a validity of three months after receipt of the offer by Randstad.
 - 2.5. The supplier shall not be entitled to compensation of costs incurred in preparing, fleshing out and discussing the offer or of any other costs in connection with the offer or the preparation of any goods or services to be delivered, also if no agreement materialises on that basis.
 - 2.6. The conclusion of an agreement with the supplier implies no exclusivity or (minimum) purchase obligation for Randstad. Randstad is not bound in any way by any volume estimates, plans, intentions, etc. communicated within the context of discussions concerning an agreement to be concluded.
3. **General obligations of the supplier**
 - 3.1. The supplier shall perform the agreement. The supplier undertakes to perform the agreement with the extent of care that may be demanded from a reasonably acting, competent

and professional supplier under comparable circumstances and under comparable contractual terms and conditions.

- 3.2. The supplier shall ensure that the goods and services to be delivered satisfy all of the specifications agreed and have the properties that may be reasonably expected by the parties. The supplier shall ensure that the goods and services are fit for the purpose knowable to the supplier for which Randstad purchased them. Goods and services must also at least satisfy the supplier's offer.
 - 3.3. In the performance of an agreement, the supplier shall follow Randstad's reasonable instructions.
 - 3.4. Goods and services are delivered at the agreed location or, absent such, at the location designated by Randstad for that purpose. The delivery of goods or services also includes all activities, parts, ancillary materials, accessories, user documentation, tools and/or spare parts and licences required to be able to use the goods or services, and no additional costs may be charged for the same.
 - 3.5. Agreed delivery dates and periods are deadlines. When by way of derogation a written target date is agreed, the supplier is put in default if Randstad gives the supplier notice of default that allows a reasonable term of fifteen days and the supplier does not deliver as yet within that period. The mere fact that Randstad does not attach legal consequences to the expiry of a delivery date, for practical or other reasons, does not impact the binding effect of subsequent delivery periods. Randstad is not required to purchase services or goods on a date other than the agreed delivery date. Randstad reserves the right to postpone the agreed delivery date on reasonable grounds. If this demonstrably results in unavoidable additional costs for the supplier, Randstad will reimburse these costs provided that the supplier reports directly upon receipt of the request that there are costs attached to the request for postponement and these are subsequently agreed by the parties in writing.
 - 3.6. The supplier shall immediately report any delays to Randstad. The supplier shall consult with Randstad in order to help limit the negative consequences of a delay to the extent possible (without charging additional fees), without prejudice to Randstad's other rights.
 - 3.7. If the supplier breaches the agreement, the supplier shall so notify Randstad as quickly as possible, indicating the measures proposed by the supplier to remedy such breach and avoid its reoccurrence. Without prejudice to Randstad's other rights in the matter of such breach, the supplier shall:
 - (a) deliver the relevant goods or services again or as yet if this is reasonably possible and useful; and
 - (b) deploy, as quickly as possible, all additional means reasonably necessary to avoid a reoccurrence of such breach, as quickly as possible.
4. **Statutory regulations, third-party consent**
 - 4.1. In the performance of the agreement, the parties shall comply with all statutory laws and regulations. The goods and services delivered by the supplier will always comply with the statutory rules applicable at the time of delivery and any changes thereto announced to be implemented in the short term.
 - 4.2. The parties shall discuss with each other any imminent relevant changes in regulations that may have an impact on the goods and services in good time as soon as they become aware of these.
 - 4.3. The supplier shall be responsible for applying for, obtaining and retaining the permits, certificates, approvals and (software) licences from third parties and accreditations necessary for the performance of the agreement, at its own expense. As part of the agreement, the supplier undertakes to reasonably enable Randstad to comply with the statutory requirements knowable to the supplier and the requirements knowable to it regarding certification and accountability, for example by providing all information that could be reasonably requested to that end. The supplier shall document the performance of the agreements and the services in a professional manner without charging separate costs.

- 4.4. In case of a change of statutory requirements, goods and services that already have been delivered to Randstad will be adapted to the new requirements by the supplier at Randstad's request under reasonable terms and at reasonable rates to be agreed at such time. With maintenance agreements involving a fixed fee, this obligation is included in that fixed fee.
- 4.5. The supplier further warrants that the goods and services it delivers do not infringe any valid third-party right and that their use is not otherwise unlawful in respect of third parties.
- 4.6. If one of the parties (the **Indemnified Party**) is sued by a third party for an alleged infringement of that third party's rights regarding that party's use of the goods and services provided by the other party (the **Indemnifying Party**), the Indemnified Party shall:
- report this in writing to the Indemnifying Party as soon as reasonably possible, and
 - lend the Indemnifying Party all reasonable cooperation in the defence against that action at the cost and expense of the Indemnifying Party.
- 4.7. If use by Randstad of goods or services provided by the supplier is limited or prohibited by third-party claims, after consulting with Randstad the supplier shall, in its own discretion:
- procure a right of use from this third party so that Randstad can continue to use the relevant goods and services without interruption; or, if this is not reasonably possible,
 - replace the goods and services involved with equivalent goods and services that offer at least the same functionality and performance and that do not infringe third-party rights.
- 4.8. All damage suffered by the Indemnified Party due to such third-party claims and all reasonable legal and other costs will be compensated by the Indemnifying Party.
- 4.9. Any costs for taking measures that can help to prevent stagnation and to limit the incurrence of additional costs or damage as a result of (any) such infringements will be for the account of the Indemnifying Party.
- 4.10. The indemnification obligations in this clause do not apply to the extent the relevant third-party claims are caused by:
- changes made by the Indemnified Party, without consent, in the goods or services that infringe as a result of such change; or
 - use of the relevant goods or services outside of the restrictions of use or licence terms agreed for the same.
- 4.11. Without prejudice to the provisions in the preceding paragraphs, Randstad may, if held liable by third parties in the matter of any violation of (intellectual property) rights, rescind (*ontbinden*) all or part of the agreement with the supplier in writing out of court.
5. **Randstad's cooperation**
- 5.1. Randstad undertakes in respect of the supplier to:
- make available all information requested in good time by the supplier and reasonably necessary and that is relevant for the supplier for the performance of the agreement, including relevant information regarding the purpose for which Randstad is procuring the relevant goods or services;
 - make the information, materials, facilities and other cooperation agreed in writing available for the purpose of enabling the delivery of the goods and services.
- 5.2. After the receipt of any such information, materials and/or facilities by the supplier, the supplier shall check these to verify their suitability, completeness and/or proper functioning. The supplier shall immediately report any irregularities to Randstad.
6. **Activities at Randstad locations**
- 6.1. The supplier's employees only have access to Randstad locations if Randstad has been informed about them in advance and they are able to provide sufficient identification. Randstad shall be entitled to refuse any person access to its locations at any time, it being understood that the parties shall then consult on the manner in which the supplier can subsequently perform its obligations.
- 6.2. When performing activities at Randstad locations, the supplier shall ensure that its employees observe the rules of conduct and safety applicable at those locations.
- 6.3. Randstad shall ensure that its locations satisfy the applicable laws and regulations, such as working conditions standards.
- 6.4. Supplier shall only have access to Randstad's IT systems in so far Randstad has given its expressed permission. If supplier has access to Randstad's IT systems it shall make sure that Randstad's operations are obstructed as little as possible, that Randstad's security guidelines are complied with and that the confidentiality of information is respected. Randstad may require that the conditions for access to Randstad's IT systems are laid down in writing.
- 6.5. Randstad may ask the supplier's employees to sign a statement with respect to confidentiality, intellectual property rights and/or codes of conduct before they are given access to Randstad's locations and/or systems.
7. **Acceptance procedure and correction of errors**
- 7.1. Randstad shall be entitled to put the delivered results of goods and services into operation and/or subject these to an acceptance test in order to determine whether the agreed requirements are satisfied. An acceptance test period of fifteen working days after the complete delivery of the relevant results respectively goods applies.
- 7.2. The acceptance test and/or the test use may be performed by Randstad itself or by a third party designated by Randstad.
- 7.3. If delivery takes place in parts, both the delivered parts and the end result as a whole may be subjected to an acceptance test. If Errors come to light that slow down or block the acceptance test or if a delay occurs due to force majeure, the acceptance test period will be extended proportionally. **Errors** are understood in these terms to mean: the non-functioning or faulty functioning of software applications, and/or any other non-compliance of the services, goods or results of the services with the agreement.
- 7.4. If Errors are discovered during the acceptance test, Randstad may, at its discretion (without prejudice to Randstad's other rights):
- rescind (*ontbinden*) all or part of the agreement for such breach; or
 - enable the supplier to correct the reported Errors within a reasonable period of no more than ten working days (at no additional cost). After the repair activities are performed, a new acceptance test period commences that will last as long as the original acceptance test period.
- 7.5. Randstad shall not withhold its acceptance on unreasonable grounds. If, in Randstad's reasonable opinion, the Errors are of an insignificant nature and do not materially hinder operational use, Randstad shall not withhold its acceptance on those grounds, without prejudice to the supplier's obligation to correct the reported minor Errors as yet as quickly as possible.
- 7.6. If a payment to the supplier is linked to the time of acceptance, Randstad shall confirm the acceptance to the supplier in writing, and the date of that written notice applies as the acceptance date. In all other cases, the delivered applies as accepted if Randstad has not reported the Errors encountered to the supplier within five working days after the end of the relevant acceptance test period.
- 7.7. If Errors arise in delivered equipment within ten working days after use commenced, Randstad shall be entitled to request immediate replacement of the delivered equipment by new equipment. If immediate replacement (within three working

- days) is not possible, Randstad shall be entitled to cancel the relevant order, without prejudice to any other rights.
- 7.8. If Randstad has purchased maintenance or support service regarding the delivered item, the supplier shall correct any Errors reported only after the acceptance test period as part of that maintenance or support service, in accordance with the applicable service levels.
- 7.9. Absent any maintenance or support service explicitly agreed for delivered goods or services, a general warranty period of two years after acceptance applies. Errors reported during the warranty period will be remedied as quickly as possible and no later than within ten working days, free of charge. If no explicit written acceptance of a delivery takes place, the warranty period commences 30 days after full final delivery. This warranty applies in addition to and not instead of any longer and/or more extensive warranty arrangements offered by the supplier or the relevant manufacturer for the delivered goods and services.
- 7.10. Maintenance or support services for goods or services to be delivered by the supplier commence and are payable at the time their operational use by Randstad commences, unless such operational use is made in the context of an acceptance test, in which case these commence and are payable from the time of the acceptance.
- 7.11. The signing by Randstad of a proof of receipt or proof of delivery does not imply approval or acceptance of the delivered goods or services.
- 7.12. In no way does acceptance release the supplier from its final responsibility for the services delivered and their results and/or for the delivered goods, or from its obligation to correct Errors reported to the supplier later as part of its maintenance, management and/or other warranty obligations.
8. **Prices**
- 8.1. All goods and services are delivered based on prices and rates to be agreed in advance. Prices and rates must remain within the agreed budgets.
- 8.2. If payment based on subsequent costing has been agreed, only the time actually spent on activities approved in advance and registered in the time sheets approved by Randstad in writing may be invoiced.
- 8.3. Only time spent effectively may be charged. Additional time spent by the supplier due to errors made by the supplier or other failures in the supplier's performance of the agreement may not be charged.
- 8.4. The supplier must have prior, written consent from Randstad to perform contract variations. No costs may be charged for contract variations that reasonably could have been foreseen upon commencement of the agreement. The costs of contract variations will be consistent with market practice and will not unfavourably differ from the other price arrangements between the parties.
- 8.5. With the exception of the other clauses of this provision, the supplier shall bear its own costs for the performance of the agreement and Randstad shall not be held to pay costs or fees. The supplier shall not be entitled to charge the part of any goods or services delivered that are not in accordance with the agreement.
- 8.6. Prices and hourly rates are fixed.
- 8.7. The prices and rates agreed are expressed in euros, exclusive of VAT. The prices and rates include all other possible duties and taxes, and include all costs that the supplier must incur to satisfy its obligations under the agreement, including travel, transport, installation and packaging costs.
- 8.8. For agreements that last longer than two years, Randstad shall be entitled to (cause to) perform a benchmark for (any part of) the goods or services, including their price/quality ratio and other terms and conditions of delivery. If the benchmark demonstrates that the goods and/or services are beneath the average market standard, the parties shall consult on amending

- the (terms and conditions of) delivery of the goods and/or services in order to make them consistent with market practice.
9. **Billing and payment**
- 9.1. Absent specific arrangements regarding billing, invoices must contain the following information:
- the name of the operating company;
 - Randstad's contact person;
 - the cost centre (available on request at Randstad's contact person);
 - the cost category (available on request at Randstad's contact person);
 - if applicable, the project code (available on request at Randstad's contact person);
 - a brief description of the goods and services billed.
- 9.2. Invoices must satisfy the statutory requirements.
- 9.3. At Randstad's first request, the supplier must further substantiate the invoice in writing and demonstrate that the goods and services billed were indeed delivered in accordance with the agreement.
- 9.4. If the invoice does not satisfy the requirements, Randstad shall not be obliged to pay it.
- 9.5. Invoices must be sent to Randstad's creditor administration in pdf by way of email.
- 9.6. After receipt of an invoice that satisfies the applicable requirements, Randstad shall pay it within 30 days.
- 9.7. Payment by Randstad does not in any way entail a waiver of any rights or acceptance of the goods or services delivered.
10. **Use of Randstad's name, trade mark**
- 10.1. The supplier is prohibited from using Randstad's names, marks, logos, slogans, domain names and/or tunes, irrespective of whether these are protected by law. In exception thereof, supplier may use names, trademarks, etc. in so far as such use by the supplier is necessary to perform its obligations to Randstad or Randstad has given prior written approval. Use of names, trademarks, etc. must be made in accordance with Randstad's guidelines.
- 10.2. The supplier shall only be entitled to inform third parties of the fact that it is a supplier of Randstad with written consent from Randstad, which consent Randstad may withdraw at any time by so notifying the supplier in writing. The manner, in which such information is provided, must be approved by Randstad in advance. In addition, no statements may be made regarding the nature of the services and goods and/or the contents and performance of the agreement without written prior consent, and the provisions in clause 11 must also be respected otherwise.
11. **Confidentiality**
- 11.1. The Supplier shall keep all Confidential Information secret for an indefinite period and shall not disclose it to third parties, other than to the extent necessary in the context of the agreement, or with prior written consent from Randstad. The parties understand **Confidential Information** to mean: the contents of the agreement and any data originating from or regarding Randstad and/or its group companies, its respectively their (candidate) employees, customers and/or other relations, including information regarding Randstad's relations and/or its group companies and information that is provided to the supplier or otherwise becomes known to the supplier in the context of the agreement. With data is by all means meant Personal Data, building instructions, drafts, texts, images, working processes and specifications of the goods and services.
- 11.2. In respect of all Confidential Information the supplier undertakes:
- to take appropriate organisational and technical measures for safe keeping or storage, including but not limited to imposing secrecy and security obligations to its employees and other persons that are granted access to the Confidential Information by the supplier with the purpose to protect it against

- destruction, loss, unlawful disclosure or other unlawful processing. These measures must guarantee an appropriate level of security keeping the risk of the processing and the nature of the data into account and taking into account the state of the art and the costs of implementation of such measures. The measures must among other things focus on the prevention of unnecessary collection and further processing of the Confidential Information, in particular Personal Data;
- (b) to not take the data and/or information outside the jurisdiction concerned (including the making available of Confidential Information online for persons located outside the jurisdiction), without prior written approval given by Randstad;
- (c) not to use the data and/or information for any purpose other than the performance of the relevant agreement with Randstad in accordance with that agreement, the applicable statutory laws and regulations and the possibly provided guidelines by Randstad, whether or not in anonymised or aggregated form, or for the performance of statistical analyses and benchmarking studies;
- (d) to inform Randstad directly in case of (a suspected) destruction, loss, damage or unlawful processing of and/or access to the Confidential Information;
- (e) not to hold such data/information in its possession for a period longer than necessary to perform the agreed obligations or comply with statutory laws and regulations and to return such data/information, including any copies made, to Randstad immediately after such obligations have been performed, or to destroy the same after obtaining consent and confirm in writing to Randstad that all Confidential Information is transferred back, destroyed or removed; and
- (f) to cooperate in the exercise of verification by or on behalf of Randstad of the keeping and use of data, also in order to enable Randstad to comply with relevant statutory obligations, such as obligations with respect to personal data protection and contractual obligations to customers and other contracting parties.
- 11.3. The obligations mentioned in clause 11.1 and 11.2 are not applicable to information that:
- (a) is in the public domain at the time it was disclosed or will enter the public domain through no action or inaction of the supplier;
- (b) was known to the supplier without restriction, at the time of disclosure;
- (c) is developed by the supplier independently of Randstad.
- 11.4. Without prejudice to clause 11.1 and 11.2 the supplier may disclose Confidential Information to a third party by virtue of any statutory provision or to an authority or regulatory body with authority over the supplier. This disclosure shall not extend further than necessary to comply with the statutory provision respectively the request.
- 11.5. The supplier shall ensure that its employees and/or subcontractors and their employees are aware of the obligations ensuing from this clause and clause 12 and see to their strict compliance with the same.
- 11.6. Randstad may request that employees or subcontractors deployed by or through the supplier who will have access to Confidential Information sign an additional confidentiality statement in advance, approved by Randstad.
- 11.7. For every violation of this clause, the supplier shall forfeit an immediately due and payable penalty of EUR 25,000, without prejudice to Randstad's other rights, including the rights to damages and performance.
12. **Personal Data**
- 12.1. The parties shall comply with their specific obligations under the Dutch Personal Data Protection Act (*Wet bescherming persoonsgegevens*) and similar applicable regulations in respect of personal data within the context of the performance of the services. The parties understand **Personal Data** to mean any information concerning an identified or identifiable natural person as referred to in the Dutch Personal Data Protection Act.
- 12.2. The supplier shall treat all Personal Data to which the supplier obtains access via Randstad and/or its customers within the context of providing the services as strictly confidential, in compliance with the law and clause 11.
- 12.3. In so far as permitted by law, the parties shall inform each other about every (proposed) audit or investigation by a governmental authority or institution such as the Dutch Data Protection Authority (*Autoriteit Persoonsgegevens*) or other applicable local authority in respect of the processing of Personal Data, and shall lend their full cooperation in this respect without any further conditions.
- 12.4. The supplier shall, without any further conditions, comply with any request by Randstad to give an individual access to his or her Personal Data. If an individual applies directly to the supplier with a request for access to data originating with Randstad or its relations, the supplier shall immediately so notify Randstad.
- 12.5. In so far as the services to be performed by the supplier are (also) comprised of processing Personal Data on behalf of Randstad, the supplier is deemed to be a processor within the meaning of the Dutch Personal Data Protection Act or similar applicable legislation, and the supplier shall:
- (a) process the Personal Data in accordance with Articles 12, 13 and 14 of the Dutch Personal Data Protection Act or such other applicable legislation;
- (b) only process Personal Data in accordance with the instructions of Randstad and the provisions of the agreement; and
- (c) at Randstad's first request, agree on further arrangements about the processing of Personal Data in a 'data processing agreement', which then applies instead of this clause 12.5 and the processing described herein.
13. **Audit rights, compliance support**
- 13.1. In the instances mentioned in this clause, Randstad shall be entitled, to conduct an audit at supplier by internal and external Randstad auditors. To the extent possible, the time and location of the audit and the manner in which the audits are conducted will be determined in consultation with the supplier. The supplier shall lend Randstad all reasonable cooperation in the performance of audits regarding:
- (a) the services provided in general and the processing of Confidential Information, in particular Personal Data;
- (b) the correctness of invoices;
- (c) compliance by the supplier with its obligations;
- (d) security aspects of the services and Confidential Information; and
- (e) aspects that Randstad must verify in order to satisfy its statutory obligations.
- 13.2. The supplier shall lend the auditor all cooperation that may reasonably be required and give access to the relevant systems and documents in so far as these are related to the Confidential Information and services provided to Randstad. Each of the parties shall bear its own costs in respect of the audit, unless the auditor reports violations in respect of the supplier's compliance with its obligations, in which case the supplier shall pay the reasonable costs of the auditor, without prejudice to

- any other rights of Randstad in respect of any breach by the supplier.
- 13.3. The supplier shall lend all reasonable cooperation in audit requests from Randstad that are based on audit requests made by Randstad customers or their regulators. Unless the audit shows that the supplier failed to comply with its obligations, the supplier may charge the relevant fees agreed and, absent such agreement, pass on its reasonable costs as are consistent with market practice.
14. **Force majeure**
- 14.1. The parties understand force majeure to mean the circumstances described in Article 6:75 of the Dutch Civil Code. In any event force majeure does not include: strikes in the supplier's business, sickness/occupational disability of the supplier's employees, and/or failure by its own employees and any subcontractors.
- 14.2. In the event of force majeure, the obligation to perform the obligation(s) under the agreement will be entirely or partly suspended for the relevant party for the duration of the force majeure, with neither party being liable to pay any damages to the other party.
- 14.3. Force majeure will be reported immediately to the other party in writing, along with the necessary evidentiary documents. The relevant party shall, at its own expense, take all reasonably possible measures as may be expected and use all available alternative means to prevent the resulting breach as much as possible or, in any event, to reduce the impact of such breach on the other party.
- 14.4. If the supplier is unable to deliver goods or services due to force majeure and this is likely to cause Randstad damage or to significantly disturb its business operations, Randstad shall be entitled to cancel the relevant goods or services without any cost and/or to temporarily suspend their use and procure the same itself. The supplier shall lend its reasonable cooperation in this respect.
15. **Liability**
- 15.1. In the event that a party becomes liable under or in connection with the performance of the agreement for damage suffered by the other party on any legal ground whatsoever, the following limitation of liability applies between the parties, unless agreed otherwise elsewhere in these terms of purchase or in the relevant agreement:
- (a) Regarding damage as a result of death or personal injury and/or physical damage to or destruction of items:
a limit of EUR 2,000,000 per event or series of directly related events, with a maximum of EUR 5,000,000 per year.
- (b) Regarding indirect damage, which is defined as lost profit and revenue:
exclusion of all liability.
- (c) Regarding direct damage, which is defined as all damage eligible for compensation pursuant to the law that is not categorised as damage as described at (a) or (b):
An amount of EUR 1,000,000 per event or, if higher, 1.5 times the total of the amounts invoiced to Randstad by the supplier in the twelve-month period preceding the harmful event, with a total maximum per calendar year of EUR 2,500,000.
- 15.2. The limitation of liability in the previous paragraph lapses in the event of wilful intent or gross negligence on the part of the liable party, its subcontractors and/or their respectively employees.
- 15.3. The supplier shall indemnify Randstad against claims of third parties (including Randstad's staff) for compensation of damage attributable to the supplier.
- 15.4. The supplier shall take out and maintain adequate insurance for third party liability and, if applicable, professional liability, with a minimum coverage of the amounts referred to in clause 15.1. The insurance must at least provide coverage for the supplier's obligations to Randstad to compensate damage in so far as it ensues from the agreement and/or these terms of purchase, insofar reasonably insurable. Upon request, the supplier shall provide Randstad with a current certificate of insurance authenticated by the insurer.
16. **Term and rescission**
- 16.1. The agreement ends by operation of law at the end of the agreed term. If the parties continue to perform the agreement after the end of the agreement, its terms and conditions will continue to apply and Randstad shall be entitled to cancel the agreement with effect at the end of each calendar month with a notice period of 30 days.
- 16.2. Without prejudice to the parties' other rights of rescission (*ontbinding*) under these terms of purchase, the agreement or the law, the relevant party shall have the right to rescind (*ontbinden*) the agreement in part or in whole, with immediate effect, out of court, under the following circumstances:
- (a) without prior notice of default where the other party fails to perform any obligation by virtue of the relevant agreement or indicates that it will not perform that obligation, such failure being of such a serious nature that immediate rescission (*ontbinding*) is justified in view of the impact of the failure on the business operations and/or reputation of the non-breaching party;
- (b) in the event of any other material breach by the other party that has not been remedied within fifteen days after written notice of default (and, in the event of a payment obligation, after 60 days);
- (c) if the other party applies for (temporary) suspension of payments or bankruptcy;
- (d) if the other party is granted (temporary) suspension of payments or is declared bankrupt;
- (e) in the event of seizure of (part of) the other party's business property intended for the performance of the agreement;
- (f) in the event of closure or liquidation of the other party's enterprise;
- (g) in the event of any other circumstance that causes a party to reasonably doubt the continuity of the performance of the obligations by the other party; or
- (h) in the event the other party causes damage to reputation or image.
- 16.3. Randstad shall be entitled to prematurely rescind (*ontbinden*) all current agreements in part or in full without notice of default, with immediate effect, in the following situations:
- (a) 50% or more of the control over the supplier (or with respect to a material part thereof that is directly charged with providing a significant part of the goods or services) is directly or indirectly obtained by another party; or
- (b) if goods made available by or on behalf of Randstad within the context of an agreement are seized by creditors of the supplier and this seizure is not lifted within five working days.
- 16.4. In the event of rescission (*ontbinding*) of an agreement by Randstad, any amounts prepaid by Randstad will be repaid proportionately, unless the (partial) delivery that has already been made cannot be used by Randstad because of the supplier's breach of contract or because no further deliveries of goods or services are made due to the rescission (*ontbinding*), in which case Randstad may seek full repayment of all amounts paid (in the latter case, provided that Randstad, where possible, also returns all items delivered to the supplier).
- 16.5. Rescission (*ontbinding*) must take place by means of a registered letter or bailiff's writ.

- 16.6. In the event that Randstad is entitled to rescind (*ontbinden*) an agreement as a result of the supplier's breach of its obligations, Randstad shall also be entitled to rescind (*ontbinden*) all other agreements with the supplier in place at that time due to breach of contract.
- 16.7. Provisions that, by their nature, are intended to survive after the end of the agreement will remain in effect after end date. Such provisions include, without limitation, warranties, liability, intellectual property rights, confidentiality, dispute resolution and applicable law.
17. **Economic sanctions and/or sanction lists**
- 17.1. The supplier declares that its business, its possible subsidiaries, its possible subcontractors and its and their board members and staff are not listed on any Sanction List and are not and have not been subject to claims, proceedings or investigations in relation to Economic Sanctions. The supplier, and its possible subsidiaries and subcontractors, guarantee not to act in violation of Economic Sanctions and not to engage in activities by which Randstad or Randstad's employees act in violation of Economic Sanctions. The supplier guarantees that money paid to Randstad is not derived from activities that are inconsistent with Economic Sanctions. The parties understand **Economic Sanctions** to mean: all trade, economic or financial measures in statutory and regulatory provisions, treaties and embargoes and other acts of bodies enacted or enforced by the United Nations, the United States of America, the European Union and its Member States and the country of residence of Randstad and/or the Supplier. The parties understand **Sanction Lists** to mean: lists of companies, institutions and individuals who are subject to Economic Sanctions.
18. **Randstad Group Supplier Code**
- 18.1. The supplier shall comply with the 'Randstad Group Supplier code', which is attached to these terms of purchase, and with all applicable changes, insofar known to the supplier, therein. The purpose of this code is to let the the purchase of goods, works and services be socially responsible. Noncompliance will put the supplier in default by operation of law.
19. **Transfer of rights and obligations and subcontracting**
- 19.1. The supplier may only transfer an obligation under the agreement or cause it to be performed by a third party or subcontractor with Randstad's prior written consent. Randstad shall not withhold its consent on unreasonable grounds. Randstad shall be entitled to attach conditions to its consent.
- 19.2. In the event of transfer of an obligation by the supplier to a third party or engagement of a subcontractor, the supplier shall remain fully responsible and liable for the performance of all obligations under the agreement. The supplier is expressly not authorised to represent Randstad in respect of third parties and shall contract with subcontractors for subcontracted tasks in its own name and at its own expense and risk.
- 19.3. Randstad shall be entitled to transfer the rights and obligations under the agreement to another member of the Randstad Group and/or third parties.
20. **Applicable law and competent court**
- 20.1. Dutch law is applicable to these terms of purchase and all agreements. The applicability of international regulations and treaties, such as the Vienna Sales Convention, is excluded to the extent possible.
- 20.2. Any dispute regarding the interpretation and performance under all agreements will be brought before the competent court in Amsterdam.
21. **Miscellaneous**
- 21.1. If a clause in these terms of purchase or an agreement is declared invalid or unenforceable, it will be replaced by a clause the content and purport of which will be as similar as possible. The agreement and the terms of purchase will otherwise remain applicable and enforceable.
- 21.2. The parties undertake not to employ the other party's employees who are or were involved in the agreement or to

solicit them to apply for a position nor to make any attempt to do so, during the term of the agreement and until six months after the end of the agreement. This clause does not apply where an employee responds to general job postings of one of the parties without any specific encouragement.

- 21.3. Where according to these terms a statement should be given in writing or an agreement must be laid down in writing, this requirement can be met by giving an electronic statement respectively by laying down the agreement electronically.

PART 2: PURCHASE OF GOODS

The provisions in this part apply where Randstad purchases goods, such as office supplies, equipment, telephones, computers, peripheral equipment, etc.

22. **Passage of title and risk**

- 22.1. Delivered goods remain at the supplier's expense and risk until the time of the delivery at the agreed location, also if delivery is postponed at Randstad's request. Title to the delivered goods passes to Randstad upon delivery. If the goods have already been paid for by Randstad in advance, title already passes to Randstad upon payment.

22.2. If the supplier has goods in its possession that are owned by Randstad (or a Randstad customer), the supplier shall be obliged to store these goods correctly such that they are not damaged and unauthorised persons cannot gain access to them. The costs of storage are not compensated separately.

22.3. If Randstad returns delivered goods to the supplier, title to the goods will not pass to the supplier until Randstad has received the relevant refunds from the supplier.

23. **Packaging**

23.1. The supplier is obliged to immediately take back any packaging of the delivered goods at Randstad's first request while refunding the costs charged by the supplier for that packaging.

24. **Warranty**

24.1. The provisions in clauses 7.9 up to and including 7.12 apply mutatis mutandis.

25. **Equipment**

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

25.1. The supplier warrants that:

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

25.2. To the extent that Randstad purchases equipment from the supplier, the supplier warrants that the equipment is free of third-party rights upon delivery.

25.3. The supplier undertakes to ensure that the equipment made available by it is always a type commonly used.

25.4. To the extent that the equipment must be installed to be purposefully used, the supplier shall install the equipment. The installation of equipment entails setting up the equipment ready for use in the intended environment after delivery.

25.5. After delivery, and after installation when applicable, Randstad may subject the equipment to an acceptance test. The provisions in clause 7 apply mutatis mutandis.

- 25.6. The supplier shall inform Randstad at least twelve months in advance if it learns that equipment of the type delivered or to be delivered by it will be withdrawn from the market, in order to give Randstad an opportunity to place any last orders.
- 25.7. The supplier undertakes to have sufficient spare parts available for Randstad, within a reasonable period after Randstad has communicated to the supplier that the spare parts are needed, for a period of at least seven years after termination of the manufacture of equipment of the same type as the equipment it delivered, or for such a shorter period as that in which Randstad uses the equipment.
- 25.8. The supplier undertakes to provide updates of the firmware as long as the equipment is supported, but at least for a period of seven years after purchase. These updates will be performed within seven days after they have become available.
26. **Equipment maintenance**
To the extent that maintenance of equipment has been agreed, the provisions in this clause apply.
- 26.1. Maintenance entails the preventative and corrective remedying of breakdowns and keeping firmware up to date.
- 26.2. If the manufacturer/supplier of equipment informs Randstad or the supplier of a mandatory modification of equipment installed, the supplier shall at Randstad's request ensure that this modification is made by either itself or the manufacturer/supplier, at no expense to Randstad.
- 26.3. Modifications for the purpose of improved functionality will be performed on a case-by-case basis in mutual consultation and after a prior, accepted price quotation.
- 26.4. If the supplier proves unable to make conclusive arrangements with the original manufacturer/supplier of the equipment regarding spare parts and/or expertise assistance, as a result of which the handling of breakdowns within the agreed times is endangered, Randstad shall be entitled to cancel all or part of the maintenance of that equipment, with a notice period of one month. Prepaid amounts will be refunded proportionately.
- 26.5. The supplier shall strive to commence remedying any breakdown incident as quickly as possible after it is reported.
- 26.6. Any replacement of an equipment component that may have consequences for the functioning of the equipment will exclusively take place based on consultation with Randstad.
- 26.7. Equipment parts that are to be replaced will only be replaced by new parts (or their equivalent) that are functionally technically equivalent.
- 26.8. In principle, the supplier shall not put a part that has been replaced back into the equipment from which it originated after a repair.
- 26.9. If a part that is not technically or functionally equivalent is temporarily used as replacement, it must be replaced by the correct part as yet as quickly as possible.
- 26.10. The party that owns the replaced part becomes the owner of the part used as replacement.
- 26.11. The provisions in clauses 27 up to and including 30 apply mutatis mutandis.
- 27.3. If the services to be provided by the supplier consist of developing concepts or campaigns and/or realising a website and/or another type of application, the supplier shall provide the services with due observance of the guidelines relating to Randstad's corporate identity.
- 27.4. If requested, the supplier shall lend all reasonable cooperation to other Randstad suppliers whose services are related to the services of the supplier. In any event, such cooperation includes the provision of information. In so far as such cooperation goes beyond what is reasonable, the supplier may charge the costs of its cooperation at its standard rates, provided that these have been estimated by the supplier and approved by Randstad in advance.
28. **Quality and replacement of staff and freelancers to be deployed by the supplier**
- 28.1. The supplier is responsible for ensuring that staff and freelancers deployed for the delivery of the services are sufficiently available and demonstrably qualified and have the necessary relevant training, expertise and experience.
- 28.2. The supplier shall ensure that turnover among the staff and freelancers to be deployed for Randstad is minimised, both within the context of the agreement and when deployed for new agreements, in order to keep the know-how built regarding Randstad's organisation and services available for Randstad to the extent reasonably possible, so that the efficient provision of services is safeguarded.
- 28.3. If the agreement appoints staff as key staff, the replacements may only take place after consultation on this with Randstad and after the supplier has offered a fitting alternative that Randstad has accepted. Violation of this clause will put the supplier in default by operation of law and entitles Randstad to rescind (*ontbinden*) the agreement immediately.
- 28.4. The supplier may only replace staff and freelancers involved in the provision of services if and in so far as the progress and level of quality of the activities involved are not endangered as a result. Time used for the induction of new staff and freelancers will not be charged to Randstad.
29. **Responsibility for the payment of wages, taxes and premiums**
- 29.1. The supplier warrants correct and timely payment of wages and/or fees of the staff engaged by the supplier and its subcontractors in the context of the provision of services. The supplier also warrants correct and timely payment of wage tax, social premiums and VAT to the relevant authorities.
- 29.2. At Randstad's request the supplier shall demonstrate to Randstad, in writing and as quickly as possible (no later than within two weeks after receipt of such request) that the supplier has paid the wages, fees, wage tax and social insurance premiums due for the staff involved in the provision of services by the supplier or subcontractors.
- 29.3. The supplier must be willing to set up an escrow account, known as a G account, for the payment of wage taxes and VAT. Randstad reserves the right to pay part of the payment into a G account (and to suspend payments for as long as the supplier does not make a G account available after being requested to do so by Randstad) if Randstad reasonably believes there is a risk that the supplier has not complied or will not comply, or properly so, with obligations regarding premiums or taxes. The payment to the G account will take place with due consideration of article 6 of the Liability of Recipients, Subcontractors and Clients 2004 Implementing Regulations (*Uitvoeringsregeling inleners-, keten- en opdrachtgeversaansprakelijkheid 2004*). The supplier is obliged to provide a copy of the written agreement on the G account at first request.
- 29.4. If the services consist in part or in full of the seconding of staff, the supplier shall ensure, in any event for the duration of the secondment, that it is registered in the Trade Register at the Chamber of Commerce as a company that seconds staff as referred to in Article 1 Waadi and/or such other or additional

PART 3: PURCHASE OF SERVICES

The provisions in this part apply where Randstad purchases services, such as consultancy, education and training courses, marketing and communication services, hiring staff, etc.

27. Performance of services

- 27.1. The supplier shall report to Randstad about the performance of the services in accordance with the agreement. Absent a contractual arrangement, the supplier shall report to Randstad from time to time so that Randstad can monitor the progress and quality of the service.
- 27.2. When providing services, the supplier may not disrupt the course of the regular business process or the proper functioning of IT systems of Randstad, its customers and other relations. If disruption is unavoidable, it must be agreed in advance in writing and must be minimised by the supplier.

registrations as the law requires from time to time for these activities. At Randstad's first request, the supplier shall provide written proof to Randstad of this registration. If the registration of the supplier changes, or the supplier foresees such change, it will inform Randstad immediately.

29.5. If the services (also) include the provision of labour or the contracting of work the following applies:

- (a) the supplier shall ensure that staff deployed by it for the purpose of the performance of the agreement, not being a freelancer as mentioned in clause 29.7, are employed by the supplier in accordance with the Civil Code. The supplier will, at first request, submit all evidence hereof. The supplier may make use of staff of its subcontractors only after written approval from Randstad. This approval can be subject to requirements. Such requirement will in any case be for the supplier to provide insight in the legal entity that is employing the employee, to ensure that the subcontractor is bound by the same requirements following this clause and to submit at first request evidence of the fulfilment of these requirements.
- (b) the supplier will – in connection with the concern's and recipients' liability – submit ultimately at the commencement of the placement the following information:

- the employee's name, address, place of domicile (or, if different, place of residence);
- the employee's date of birth;
- the employee's social security number;
- the employee's nationality;
- the employee's type of proof of identity used for identification, its number and its period of validity or a copy hereof in case it is obliged pursuant to the Foreign Nationals Employment Act (*Wet arbeid vreemdelingen*);
- if applicable, the presence of an A1 statement, residence permit, work permit for persons from outside the European Economic Area or notification including number and period of validity;
- the supplier's name, address, place of domicile and its Chamber of Commerce number.

In addition, the supplier will submit periodically, in principle once a month, a specification containing the hours worked by the employee.

29.6. If the supplier is unable to submit the evidence or information mentioned in clause 29.3, 29.4 and 29.5, Randstad is entitled, without prejudice to its other rights, to suspend or terminate the placement of the particular employee immediately without being liable for compensation towards the supplier.

29.7. If the supplier in the performance of its services makes use of freelancers the following applies:

- (a) The supplier ensures that no (fictive) employment exists and will exist between Randstad, the supplier or a third party on the one hand and the freelancer on the other and will conduct all (control) measures to prevent such relationship. The supplier must inter alia make sure that the freelancer will conduct its business in the course of the agreement entirely independent and is able to be and keep being independent. The supplier will refrain from activities that (may) lead to any relationship of authority between the supplier/a third party on the hand and the freelancer on the other or – if the freelancer is for the course of its activities located on a Randstad premises - to any supervisory relationship.

- (b) The supplier is liable for and indemnifies Randstad against all claims or entitlements – irrespectively the legal basis – from freelancer and third parties, including claims for payment of wages, compensations, wage taxes, damages, fines and/or costs, based on the ground that a(n) (fictive) employment relationship exists between the freelancers deployed by the supplier on the one hand and the supplier, Randstad or a third party on the other.

29.8. The supplier is liable for damages, including fines and interests imposed on Randstad, that Randstad suffers because of a failure to perform of the supplier. The supplier indemnifies Randstad against claims from any authority charged with the enforcement of tax legislation, social insurance legislation, the Foreign Nationals Employment Act (*Wet arbeid vreemdelingen*) and/or other legislation in the matter of wage taxes, VAT, import duties, penalties or other government levies that are related to the services provided by the supplier (or a subcontractor) and/or the staff it has engaged for that purpose. Likewise, the supplier indemnifies Randstad from employment law claims originating from employees deployed by the supplier or subcontractors, including but not limited to, alleged back wages.

29.9. If the supplier or a subcontractor appears to not, not fully or untimely fulfil its payment and other obligations or will no longer be able to fulfil these obligations, Randstad is entitled to suspend (*opschorten*) every further payment to the supplier until the supplier fulfils its obligations. Randstad is also entitled to suspend (*opschorten*) or rescind (*ontbinden*) the agreement immediately.

30. Intellectual property rights

30.1. Randstad grants the supplier a non-exclusive, non-transferrable right to use materials made available by Randstad to the supplier to the extent necessary for the provision of the services. The intellectual property rights on said materials continue to be vested in Randstad or its licensor. In these terms **material** is understood to mean: texts, graphics, layout, concepts, technical information, know-how, specifications and software, etc., adjustments or additions thereto.

30.2. In exception to clause 30.4, the supplier grants Randstad a transferrable, non-exclusive, perpetual, royalty-free and unrestricted right to use material made available to Randstad by the supplier. The intellectual property rights on the relevant material continue to be vested at the supplier or its licensors.

30.3. Randstad shall be entitled to use, copy and distribute the documents provided by the supplier within the context of the agreement, for its own use and/or for use by its customers, (candidate) employees or other relations and/or for the provision of services to its customers and (candidate) employees.

30.4. All intellectual property rights on new material developed by the supplier, subcontractor and/or the staff deployed by the supplier within the context of the provision of the services respectively the activities for Randstad are transferred to Randstad in advance, in full and unconditionally, in the broadest sense of the word, by the supplier. Randstad hereby in advance accepts said transfer immediately when such rights come into existence, making Randstad the party with sole and full title to that material in any existing or future field of application. In so far as the transfer of the rights requires a further instrument, the supplier hereby irrevocably authorises Randstad in advance to draw up and sign the instrument(s) required on behalf of the supplier at such time, without prejudice to the supplier's obligation to lend full cooperation in such formalities at Randstad's first request. The supplier ensures it will facilitate that deployed subcontractors or the employees by it will transfer the said intellectual property rights to Randstad insofar as necessary, allowing the supplier to

transfer them to Randstad. Randstad is entitled to desire from the supplier to let the relevant employee/subcontractor sign a statement, whereby it transfers these rights directly to Randstad.

- 30.5. The obligation mentioned in clause 30.4 to transfer copyrights and other intellectual property rights does not apply to material that is developed by the supplier or its licensors other than in the course of the performance of the agreement (such as standard software, software libraries, routines, programming languages and tools) and modifications thereto that are inseparably connected to or embedded in that already existing material (for example: modifications to the source code of a standard software package of the supplier). For the sake of clarity: this exception does not apply to rights on templates, parameterisation sets or separate add-ons to an existing software package specifically developed for Randstad that are not embedded in the source code of the existing software.
- 30.6. The supplier is not permitted to make material developed on behalf of Randstad available to third parties, in any way whatsoever, or to use that material itself to perform activities for or provide services to third parties, unless and to the extent expressly agreed otherwise in writing. The supplier shall treat developed materials as Confidential Information.
- 30.7. Both parties are free to re-use general knowledge (except Confidential Information obtained from the other party) and skills acquired in the course of providing the services for its own business operations or for providing services to third parties, with due observance of any exclusivity arrangements agreed.
- 30.8. The parties warrant that they are entitled to grant each other the rights mentioned in clauses 30.2 and 30.1.

PART 4: PURCHASE OF IT SERVICES

The provisions in this part apply where Randstad purchases IT services, such as SaaS (Software as a Service), the development of software (including apps, portals and websites), software licences, maintenance, etc.

31. Performance of IT services

- 31.1. The provisions in clauses 27 up to and including 30 apply mutatis mutandis.
- 31.2. Where the services are provided using IT systems and/or are comprised in part or in whole of making IT systems available, the supplier warrants that it will take adequate and professional security and back-up measures in order to:
- (a) safeguard the continuous availability of these systems for the provision of the services; and
 - (b) prevent any degradation, mutilation, loss, theft or misuse of these systems and the data processed thereon.
- 31.3. The supplier shall provide the services in accordance with the service levels agreed to that end or, in the absence of specifically-agreed service levels for certain aspects of the service, in accordance with a level of quality and availability that may be expected from a professional supplier of the relevant services.
- 31.4. Maintenance on (IT) systems with which or regarding which the services are provided will only be performed at times scheduled in mutual consultation, in which case the parties shall endeavour to minimize the impact on the business operations of Randstad and its customers and other relations.
- 31.5. If the measurement data regarding a certain specifically-agreed service level are lacking or unreliable, that service level will be deemed to not have been achieved unless:
- (a) the lack or unreliability of those data can be attributed to Randstad or third parties for which Randstad is responsible; or
 - (b) the supplier can demonstrate in another manner that the relevant service level was achieved.

32. Title to data and confidentiality

- 32.1. Randstad has and retains full title to all data processed with the services by the supplier (or its (candidate) employees, customers and other relations), also in the event that the supplier has control over those data in any way whatsoever. At Randstad's first request, the supplier shall provide those data to Randstad in a format that is commonly used, for which the supplier may charge the agreed rates and, absent arrangements in the matter, its reasonable costs as are consistent with market practice.
- 32.2. With regard to the services, in addition to clause 11, the parties understand Confidential Information to mean in any event and/or also:
- (a) all data processed by Randstad, its (candidate) employees, customers or other relations using the services or entered by these into the systems offered by the supplier, including the work processes of Randstad or its customers;
 - (b) all data created with or for the services, including log files, use statistics, Randstad-specific configuration and/or parameter settings, Randstad-specific data models, documentation and Randstad-specific designs;
 - (c) all of the data derived from the use, including anonymous statistical data.

33. Online services

- The provisions in this clause apply in so far as the supplier provides Randstad with online services (including but not limited to software functionality such as 'SaaS').
- 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 its (candidate) employees, customers and other relations as if they were Randstad employees.
- 33.2. If a supplier delivers to or provides Randstad with an ASP/SaaS service, the supplier guarantees Randstad that the ASP/SaaS service is 99.8% completely available for normal use seven days a week, 24 hours a day. Only the non-availability of the ASP/SaaS service as a result of scheduled maintenance announced in advance will not be included in calculating the availability rate. If this service level of 99.8% is not reached in two consecutive months or the availability is less than 95% when measured over a period of one month, the supplier shall be in default in the matter of that breach without any further notice of default being required.
- 33.3. The supplier shall configure the services and the hosting environment in particular in such a way that use or misuse of the services by other users has no negative impact (such as reduced performance) on the use of the services by Randstad. The supplier shall furthermore ensure by means of adequate security measures that where data are processed in a shared hosting environment, users other than those authorised by Randstad cannot obtain access to the data processed by Randstad using the services.
- 33.4. When issuing new versions or releases, making reparative changes (such as patches or bug fixes), customisation and otherwise implementing changes with regard to the online services and/or hosting environment:
- (a) no reduction of the existing functionality nor material negative impact on the performance of the online services;
 - (b) no implementation of changes that may impact the interfaces and connections between the online services and the systems and databases connected to the online services;
 - (c) no implementation of changes that entail investments by Randstad in business operations or connected systems;

- (d) always ensure that the impact of the changes is made sufficiently clear in advance so that Randstad can respond to these in good time;
- (e) guarantee that customisation added for Randstad continues to function completely in accordance with the agreed requirements when combined with the change implemented;
- (f) always ensure that the external systems regarding which the agreement indicates that these will or may be connected, and actually will stay connected, integrated and usable for Randstad;
- (g) the timing of implementation is always agreed with Randstad in advance unless the changes have no material impact on Randstad; and
- (h) upon first request the changes and its consequences will be reversed if the implementation has negative effects for Randstad that were not agreed. This involves no costs for Randstad unless the supplier demonstrates that the negative consequences can be attributed to Randstad itself.
- 33.5. Randstad shall not refuse its consent for a change in the online services on unreasonable grounds and/or attach unreasonable conditions to such a change.
- 33.6. Part of the agreed fees for use of the online services is the implementation thereof, as well as the making available, and the use of all patches, new versions or releases, additional modules of and logical successors to the software that the supplier uses with the online services, without the possibility that extra costs are being charged for this service.
34. **Software licences**
The provisions in this clause apply where Randstad purchases software licences.
- 34.1. From the time of payment, or as much earlier as the software is accepted in accordance with the provisions in clause 7, Randstad shall acquire a non-exclusive, non-transferrable, perpetual right to use the software. During the period that this right of use has not yet commenced, Randstad has a non-exclusive right to use the software to the extent necessary for installation and testing purposes.
- 34.2. The right of use entails:
- (a) the right to use the software on Randstad's equipment specified in the agreement (and, absent further specification, on all of Randstad's equipment), said use comprising the use of the software for all activities deemed useful by Randstad within the context of its business activities, which also includes processing data from or on behalf of third parties. Use comprises (i) the use of all functionality accessible to the user, even if such is not mentioned in the documentation, (ii) copying, saving and/or transmitting the software and/or make it readable for the permitted use and distribution, and (iii) saving the software on equipment at a Randstad location or at the location of a service provider engaged by Randstad;
- (b) where provided for in the agreement: the right to allow (candidate) employees, customers and other relations to also use the software as if they were Randstad employees;
- (c) reproducing the software being used, at no additional cost, as much as Randstad shall deem necessary, as protection against the destruction and/or mutilation of data and/or for evidentiary purposes;
- (d) using the software on testing and development systems, at no additional cost, for testing and development purposes only;
- (e) saving and regularly testing the software on equipment (including equipment at an external back-up centre) other than the equipment on which the software is installed, at no additional cost, only to be used in the event the software on such equipment cannot be used ('stand-by'), and the use of the software on those systems in the event of a calamity;
- (f) translating, processing, arranging or otherwise modifying the software, and changing the software in connection with fault corrections or including the software in other software programs so that these can jointly function as a single software program;
- (g) the right, without owing an additional fee, to move the software to a different location or to use the software within a different Randstad unit;
- (h) use of the software on another platform. Platform is understood to mean: the combination of equipment (regardless of the processor type), peripheral equipment, operating system software and (to the extent applicable) database and network software, possibly in combination with the related development environment, virtual or otherwise, used by Randstad in connection with the software and all logical successors thereof.
- 34.3. The right of use is not limited to a specific number of users.
- 34.4. If changes to the software are necessary when the software is migrated to different equipment, Randstad shall be entitled to (cause to) perform these changes. At Randstad's request, the supplier shall make these changes within a reasonable period, for compensation of the costs involved only.
- 34.5. Randstad may not copy the software or otherwise reproduce or change it, except in so far as such is necessary for the use permitted on the basis of the agreement or the law.
- 34.6. The supplier warrants that:
- (a) the technical and functional properties of the equipment at least satisfy the specifications included in the agreement;
- (b) the software has been developed in such a way that proper and fault-free functioning of the software is not obstructed when a certain date is exceeded. In the documentation, the supplier shall indicate the manner in which date indicators are used.
- 34.7. The supplier shall be entitled, with due observance of Clause 6, to verify the scope of the use of the software by Randstad annually. If that verification indicates that Randstad does not have enough licence rights, Randstad shall additionally purchase the lacking rights and related maintenance at the cost level of the existing licences and maintenance. The supplier may not charge or claim any additional fees, penalties or damage in that regard.
- 34.8. In so far as the supplier's standard licence agreement (under the name EULA, for example) is also declared applicable in the agreement, that standard licence agreement does not prejudice the provisions in these terms, and these terms will prevail in the event of conflicting provisions.
- 34.9. In so far as the software is purchased with the objective knowable to the supplier of the software subsequently being implemented by a third party on behalf of Randstad (including the application of parameters and tuning, for example), the software will be purchased on condition that the implementation is accepted by Randstad. This entails that if Randstad does not accept the implementation, Randstad may return the software and the supplier must refund the fees paid.
35. **Software development**
In so far as the supplier's activities relate to the development of software (such as bespoke components, apps, portals and websites), the provisions in this clause apply.
- 35.1. The supplier shall ensure that:
- (a) the software will be written logically and cohesively;
- (b) the development methods used are commonly used;

- (c) the source code is composed in the English language or another agreed language;
- (d) the software is based on the principles of privacy by design and privacy by default;
- (e) the software contains no third-party software. In any event, the supplier shall nevertheless be entitled to include the following licences unrequested:
- Non-viral open-source licences such as LGPL, BSD and MIT;
 - Viral open-source licences such as GPL, provided that such software is not integrated in such a way that the software delivered to Randstad by the supplier must be designated as a derived work or is otherwise subject as a whole to that open-source licence.
- 35.2. In so far as the supplier must report or register the software with a certain authority, the supplier shall ensure that it does so in Randstad's name. In so far as costs are involved with registration, they are deemed to be included in the agreed fees.
36. **Delivery of software**
- 36.1. The supplier shall install the software to be delivered (such as standard and bespoke software, apps, portals and websites) on the Randstad IT environment intended for that purpose (or another environment to be designated by Randstad).
- 36.2. The delivery of software includes all user names, passwords and other codes necessary for use of the software for its intended purpose.
- 36.3. The delivery of software developed on behalf of Randstad also includes the delivery of the underlying technical, design and other documentation and the underlying source code and its documentation. In so far as further documentation or explanation is needed to be able to use and/or modify the software, the supplier shall provide these at no additional cost at Randstad's first request.
37. **Software maintenance**
- Where maintenance of software has been agreed, the provisions in this clause apply.
- 37.1. The supplier shall provide the following services:
- (a) user support;
 - (b) remedying breakdowns (corrective maintenance);
 - (c) preventing breakdowns (preventative maintenance), including making software suitable for working with modifications in the operating system software; and
 - (d) issuing new versions, which is understood to include releases, upgrades, updates, fixes, etc. that are issued by the software supplier or by the supplier.
- 37.2. User support and handling breakdowns are provided in respect of the 'current version' of the software as well as the preceding version *and* the version installed for Randstad less than one year previously.
- 37.3. The supplier shall inform Randstad in writing, with due observance of a period of six months, of any version changeover.
- 37.4. The supplier shall always inform Randstad in good time concerning any available new versions of the software and their contents as well as the consequences attached to putting it into operation (release notes). At Randstad's request, the supplier shall make a copy of the new version of the software available at no expense for testing and evaluation purposes. Randstad shall owe no fee for putting a new version into operation.
- 37.5. If the software is (i) replaced by the software supplier with other software (possibly under a different name) that is intended as the replacement or logical successor of the software, or (ii) divided by the software supplier into two or more separate programs, Randstad shall be entitled to receive this replacement or successive software as new version(s) within the context of the maintenance subscription, without being required to pay any (additional) licence fee. Only if this new version adds substantial application possibilities for Randstad shall the parties consult regarding a reasonable additional licence fee. If this consultation does not lead to consensus, the supplier shall, of so desired, continue to maintain the version used by Randstad for at least five years on the terms agreed.
- 37.6. A new version of the software will not lead to a limitation of the software's performance or application possibilities. If any new version places additional requirements on the platform, Randstad shall be entitled to continue to use the 'current' version, regarding which the supplier shall ensure that the support for this version is maintained until the end of the agreed maintenance obligation. Randstad shall so notify the supplier in writing.
- 37.7. Any new version of the software will have the same interface specifications as its predecessor and will always be completely compatible with the platform on which it runs. This means that installation of any new version will not necessitate modifications to or conversions of the platform. If complete compatibility is not possible, the supplier shall at its own expense make conversion tools and manpower available so that such conversion can still be performed.
- 37.8. The supplier shall ensure that the software is modified to changes in regulations by the (Dutch and European) government, including the rules of regulatory authorities, at no extra cost to Randstad, in so far as these changes have any impact on the processing of data by the software.
- 37.9. No later than one month after a new version of a component of the platform used by Randstad in connection with the software is put on the market, the supplier shall inform Randstad in writing whether the software can function without problems with the new version of this component. If functioning without problems is not possible, the supplier shall provide a new version of the software, at no cost, within three months after it is put on the market, in order to ensure that the software continues to function without problems.
38. **Documentation**
- 38.1. The supplier shall document the services and the source codes developed by it in a proper and professional manner that is properly accessible for third parties, in order to make efficient use, user training, management and further development of the same possible.
- 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 acquired a licence on the software's source code).
- 38.3. If at any time there prove to be material shortcomings in the completeness or quality of the documentation of the services, the supplier shall immediately remedy the shortcoming at no cost. Any failure by the supplier to document its goods and services in a professional, accessible and structured manner is deemed to be a serious breach of its obligations.
39. **Escrow**
- 39.1. If the supplier makes software available for use by Randstad as part of the services, at Randstad's first request the supplier shall cooperate in setting up a source code escrow arrangement with respect to the source code of that software. Under this arrangement, the source code and the documentation of the software are placed with an escrow agent. Randstad may request this source code and documentation from the escrow agent and use it for its own management and further development of the relevant software if the supplier is no longer available for the performance of the services due to breach of contract, bankruptcy, cessation of its business operations or a decision to stop supporting the relevant software product.
- 39.2. If the supplier provides and/or supplies an online service (such as SaaS/ASP) to Randstad and Randstad is of the opinion that different and/or supplementary continuity safeguards must be

- implemented that the Supplier does not currently provide for, at Randstad's first request the supplier shall enter into an agreement with an escrow agent appointed by Randstad, such to safeguard the continuity of use of the online service or application and Randstad's data present and stored in the application.
- 39.3. Randstad shall bear the costs of the escrow agent as mentioned in paragraphs 1 and 2 of this clause. In addition, each of the two parties shall bear its own costs in setting up the escrow arrangements.
40. **Security**
- 40.1. The supplier shall protect the services and the data processed by Randstad on the systems managed by or on behalf of the supplier against loss, damage and unauthorised access by applying technical and procedural security measures as specified in the agreement and otherwise in accordance with the highest security standards generally applied in the IT industry, including ISO 27001.
- 40.2. The supplier shall have the security of the services certified at least annually by a qualified independent auditor by means of an ISAE 3402 certificate or an equivalent future standard to which Randstad has consented. The supplier shall immediately inform Randstad of each certification and provide it with a copy of the auditor's report.
- 40.3. The supplier shall protect the availability of the services against failure and enable recovery of the services in the event of calamity by setting up the back-up and recovery procedures and using these when necessary, and by taking any other measures mentioned in the agreement.
- 40.4. Randstad's audit rights under the agreement also explicitly apply to the security aspects of the services. At Randstad's first request, the supplier shall enable an audit of those security aspects by Randstad, on condition that active tests will be performed on the supplier's systems (such as PEN tests), the manner and timing of which are reasonably mutually agreed.
- 40.5. In the event of any kind of unauthorised access to an element of the services, as a result of which the confidentiality, integrity or availability of the data processed by Randstad with the services and/or the services is or may be breached (a **Security Breach**), the supplier shall immediately inform Randstad of this, in part to enable Randstad to satisfy its notification obligations by virtue of the Dutch Personal Data Protection Act (*Wet bescherming persoonsgegevens*). Notification to Randstad of a Security Breach includes in any event:
- the nature of the breach;
 - the authorities where more information can be obtained about the breach;
 - the recommended measures for limiting the negative consequences of the breach;
 - the identified and suspected consequences of the breach on the processing of the Personal Data (as referred to in Clause 12) and the measures taken or proposed by the supplier for remedying those consequences.
- 40.6. With regard to each Security Breach, the supplier shall lend all cooperation to Randstad as may be reasonably expected from the supplier, including the provision of sufficient information and support in respect of investigations by any regulators:
- to remedy and investigate the breach and prevent future breaches;
 - to limit the impact of the breach on the privacy of the data subject or subjects; and/or
 - to limit Randstad's damage as a result of the breach.
- 40.7. Without prejudice to the foregoing, the supplier shall ensure that it shall keep a record of each breach that leads to a significant risk of serious detrimental effects or that has serious detrimental effects on the security of the Personal Data. In any event, the record must contain facts and data related to the nature of the breach, as referred to in Article 34a of the Dutch Personal Data Protection Act.
- 40.8. The supplier shall perform an investigation into the Security Breach and shall keep Randstad informed of the results of this investigation and take all necessary measures to limit the consequences of the Security Breach to the extent possible and to prevent its recurrence.
- 40.9. Periodically, and at least once annually, the supplier itself shall audit and test the security of the services and the systems and facilities used for the services, and shall make the results of these audits available to Randstad at Randstad's first request.
- 40.10. All security risks identified in audits by the supplier or Randstad will be resolved at the supplier's expense within ten working days after their discovery, without prejudice to Randstad's other rights if damage is already suffered as a result of the identified risks before the end of that period. In the event that the supplier fails to perform this obligation and unauthorised third parties can obtain access to the data as a result, the supplier shall forfeit to Randstad an immediately due and payable penalty of EUR 10,000, to be increased by EUR 1,000 per working day until the risk has been actually remedied, without prejudice to Randstad's other rights, including the right to performance, the right to rescission (*ontbinding*) due to breach of contract and/or the right to damages.
41. **Malware**
- 41.1. The supplier must exercise all reasonable care so that the services provided by it contain no 'malware' (such as time bombs, Trojan horses, root kits or viruses, for example). Upon the discovery of (the possibility of) malware, the supplier shall immediately so notify Randstad and shall do everything possible to prevent or resolve problems.
- 41.2. The supplier shall never be entitled, whether or not it asserts breach of contract by Randstad, to directly or indirectly use malware to Randstad's detriment and/or allow malware to be (automatically) activated.
- 41.3. In the event of a violation of this provision by the supplier, the supplier forfeits a fine of EUR 25,000 per event that is immediately due and payable without judicial intervention, without prejudice to any other rights of Randstad, including the right to compensation for other damage actually suffered by it.
- 41.4. If malware changes the software, the supplier's maintenance obligations continue to apply. In so far as there is no warranty or maintenance obligation, the supplier represents that it is willing to correct faults caused by malware on the basis of the applicable rates.
42. **Consequences of the termination of services**
- 42.1. Upon full or partial termination of a service for any reason whatsoever (including rescission, cancellation and non-extension of the relevant agreement and the supplier's bankruptcy), the supplier shall be required to provide the following assistance within 24 hours at Randstad's first request, to enable Randstad to limit the impact of the termination of the service on Randstad's business operations to the extent possible:
- At the hourly rates last agreed between the parties or, absent such, at rates that are reasonably in accordance with market practice, to provide all reasonably necessary cooperation and information to Randstad and any successive Randstad supplier to limit the impact of the termination of the service on Randstad's business operations to the extent possible and to allow the transition to replacement services to proceed as efficiently as possible;
 - To continue to provide all or part of the relevant services at Randstad's request in part or in whole for a maximum of twelve months after termination of the agreement until Randstad has realised the transition to the replacement service, at the last

- applicable rates for such, converting any applicable yearly rates to monthly rates;
- (c) Return and/or provide at no additional charge, in a form specified by Randstad and in any event in digital form, copies of all Randstad-specific documents, all data of Randstad in complete form, all Randstad-specific (parts of) log files and databases that the supplier has and/or that have been compiled for the performance of the services. These data, (parts of) log files and databases must be provided in accordance with Randstad's instructions to Randstad, or to a third party to be designated by Randstad, in a transparent and ordered manner such that the data, log files and databases can be completely entered into, and processed in, an alternative application without disproportionate effort;
 - (d) To provide copies of licences (against reasonable rates common in the market) for software used by the supplier in the performance of the services; and
 - (e) To provide the specific assistance indicated in the relevant agreement to support Randstad in phasing out the services and changing over to a successive supplier for replacement services.