

General Terms and Conditions

PLACEMENT

1. Purpose

The contract is entered into between Walters People SAS (hereinafter the "Company"), acting within the scope of its placement activity, and the client (hereinafter the "Client"), and incorporates the present General Terms and Conditions and the placement services offer (hereinafter collectively the "Contract"). In the event of discrepancy or inconsistency between the General Term and Conditions and the remaining contractual documents, the latter shall prevail. The acceptance of the assignment by the Client shall be considered to constitute acceptance of the present General Terms and Conditions. No variation or amendment of the Contract shall be effective unless it is in writing signed by the parties.

The purpose of the Contract is to define the conditions under which the Company shall provide placement services (hereinafter the "Placement Services") to the Client, in accordance with Articles L5321-1, L5311-1 *et seq.* and L5323-1 *et seq.* of the Labour Code.

The parties agree that assignments are exclusively entrusted to the Company.

2. Provision of the Placement Services

In compliance with the legal texts and principles governing the recruitment activity of temporary employment agencies, the Company has an obligation to use reasonable efforts to provide the Placement Services to the Client, and, once it has received a detailed description of the profile of the candidate the Client is seeking, to search, evaluate and select the candidate(s) who correspond(s) most closely to the competences requested, and to introduce him/her or them to the Client. The Client will evaluate, on its own discretion and responsibility, the compatibility between its employment offer and the candidate(s) introduced by the Company. The Client, thus, remains solely and exclusively liable in relation to the hiring of one of the candidates introduced by the Company and any eventual consequences that may result therefrom.

The hiring by the Client of any candidate shall not give rise to any contractual relationship between the Company and the candidate(s).

Requests for Placement Services must not include discriminatory criteria such as listed in article L1132-1 of the Labour Code, and the Client guarantees the Company that it shall comply with this requirement.

3. Confidentiality

Any information relating to the Client, its directors, the candidates presented or contacted, must be handled with the utmost confidentiality; the parties thereby undertake to grant absolute confidentiality, estimated as professional secret, concerning the information that they have at their disposal during or before the performance of the Placement Services.

The Company is entitled to include the Client's name and logo in its clients' references, unless otherwise agreed in writing.

4. Term

The Contract shall come into force on the date of its signature and is entered into for a fixed term of three (3) months.

5. Fees

Unless parties agreed to special terms in the Contract, the price of the Placement Service shall be 25% of the selected candidate's gross annual remuneration (gross annual remuneration less than 50 000 euros).

This price is not inclusive of taxes. V.A.T., at the applicable rate, will apply to the entire invoice.

The fees are calculated on the basis of the annual global gross remuneration of the selected candidate, including the variable components of remuneration (for example: premium or bonus allocated to the candidate, etc.).

The fees include the costs incurred during the provision of services (documentation, telephone...). Some specific expenses, such as travel expenses or others, as specified in the Contract, shall be invoiced to the Client.

Any modification of the profile sought/requested by the Client shall be deemed to amount to a termination of the Contract and will give rise to the conclusion of a new contract.

If the Client, including any of its affiliated companies, signs an employment contract with a candidate introduced by the Company within a period of twelve (12) months from the date of introduction of the given candidate, the agreed fees shall be invoiced to, and payable by, the Client to the Company.

6. Invoicing

The Company's fees are invoiced at the selected candidate's employment start date.

Should the selected candidate's employment start date occur more than thirty (30) calendar days after the acceptance by the Candidate of a promise to hire, or the signature of the intention letter or of the employment contract, the Company's fees shall be invoiced as follows:

- 30% at the acceptance by the Candidate of a promise to hire (by any means) or signature of the intention letter or the employment contract, and
- the remaining balance (70%) at the successful candidate's employment start date. A readjustment will be made, as applicable.

Any delay in the settlement of these invoices shall result in the application of late payment interests set at a rate equal to European Central Bank (ECB) interest rate charged with an additional rate of ten (10) points. The said late payment interests are due without any notice.

In compliance with article L.441-10 and D.441-5 of the French Commercial Code, and in addition to the late payment interests, a fixed compensation of forty euros (40€) for collection charges will be due by the Client, per unpaid invoice. Upon presentation of the relevant proofs, the Company has the right to claim additional compensation, when the collection charges exceed the amount of the fixed compensation.

Any dispute of invoices issued by the Client shall not be admissible, except if the Client sends to the Company a registered letter with acknowledgment of receipt, within fifteen (15) calendar days from the receipt date of the invoice. If no objection has been raised by the Client within the given period, the Client will be deemed to have waived its right to dispute the related invoice.

If the Client so wishes, the Client may send the Company a purchase order (bon de commande) for the Placement Services; provided that the purchase order shall not be accepted unless it is issued and sent in accordance with the provisions of this Contract. The purchase order must be sent to the following email address within a maximum of five (5) days of the date of signature of the Contract: serviceclient@walterspeople.com. If this deadline is not respected, the absence of a Client purchase order reference on the Company's invoices will not justify non-payment of these invoices. The purchase order must also refer to the present Contract. In any case, the terms and conditions of the Contract shall apply exclusively, and any other provisions of the purchase order are expressly excluded.

7. Payment

Invoices sent by the Company are payable on the day of their receipt, without delay. Hence, the Client undertakes to pay each invoice in full on the same day it receives the said invoice.

Fees and expenses invoiced under the Placement Services must be subject to a settlement that is distinct from any other services, namely temporary work, carried out by the Company for the Client. By express agreement, the non-respect of the payment terms by the Client may lead automatically, without prejudice of any other remedies to:

- the suspension of all pending Placement Services;
- the immediate payment of the balance outstanding, by virtue of this Contract and any other contracts pending between the Company and the Client, regardless of the payment method or the expected due date;
- The application of late payment charges in compliance with article 6;
- if applicable, in the event of a legal proceeding, the additional costs of an indemnity equal to fifteen percent (15%) of the unpaid amount, in addition to legal expenses (art. 700 of the Civil Procedure Code), legal interests and collection charges.

8. Guarantee

If (and only if) a replacement guarantee is provided in the Contract's placement services offer, in the event that, following the completion of the Placement Services, the selected candidate or the Client terminates the employment contract within the period provided for in the Contract (or by default within one (1) month, for a permanent contract, or fifteen (15) days, for a fixed-term contract, from the hiring date of the selected candidate), the Company shall, subject to receiving the request of the Client within fifteen (15) days from the departure of the selected candidate, use reasonable endeavours to seek a replacement candidate. The replacement guarantee (if applicable) will be valid for a period of two (2) months from the date of withdrawal of the initially selected candidate or termination of his/her employment contract, after which period the replacement guarantee cannot be invoked.

However, the replacement guarantee shall not apply in the following cases:

- If the Client, one of its subsidiaries or any other company part of the same group hires the candidate in question within a period of twelve (12) months following the end of the employment contract, for whatever reason;
- If the termination of the employment contract is due to an excess workforce or geographical relocation not initially planned;
- If the terms or conditions of employment of the selected candidate are noticeably different from the terms defined initially or set out in the employment contract;
- If the termination of the employment contract is due to serious misconduct of the employer;
- If any of the invoices or amounts due by the Client have not been fully paid on time and in compliance with the present General Terms and Conditions.

In any event, the replacement guarantee allowed by the Company may only give rise to a single additional search within the period covering the said guarantee, for a role with an identical job description to the initial Placement.

9. Cancellation

The Company reserves the right to suspend the Placement Services under progress in the following cases:

- The Client's credit deterioration, without the latter accepting to provide guarantees safeguarding the proper performance of its payment obligations;
- Late payment as indicated in Article 6;
- Force majeure.

Should any of the cases above continue for more than fifteen (15) days after acknowledgment of the event, and, as the case may be, after formal notice to remedy the situation sent by the Company to the Client by registered letter with acknowledgement of receipt, the Contract shall be automatically cancelled and without the need for any judicial formality.

10. Liability

Although the Company provides a quality service, neither the Company nor any member of its personnel shall be liable in relation to any negligence or inaptitude, misconduct or any other grievance which could be held against the candidate(s) introduced to the Client.

The Company shall not, under any circumstances, whether explicitly or implicitly, be liable for any and all losses, costs, damages or delays incurred by the Client as a result of a hired candidate failing to carry out his/her duties properly or failing to honour the terms of his/her contract, or arising from the introduction of a candidate to the Client or the hiring of the candidate by the Client.

At the express and written request of the Client, the Company checks the references but provides no warranty or representation as to the accuracy or authenticity of the references, capacities and diplomas produced by the candidates presented. It is not the Company's responsibility to verify or obtain compliance and validity of the produced work permits or other documents required, nor shall the Company be responsible for arranging medical exams or ensuring that the candidates' actual capabilities meet the requirements of the position to be filled, as the evaluation of the above elements is under the Client's own responsibility.

In any event, the aggregate liability of the Company for the non respect of its obligations under this Contract, is strictly limited to direct loss suffered by the Client, and shall not exceed the amount of paid fees related to the Placement Services in relation to which the said damage is incurred.

11. Data protection

Each parties shall comply with its data protection as more particularly set out in the European Union's General Data Protection Regulation (2016/679) (GDPR), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and all applicable laws and regulations relating to the processing of personal data and privacy as amended, re-enacted, replaced or superseded from time to time, including any guidance and codes of practice issued by the applicable supervisory authority ("Data Protection Legislation") that apply to each of them respectively. The parties agree that they will be respectively classified under the Data Protection Legislation as 'Data Controllers' and have agreed to both comply with the Data Sharing Protocol relating to the data sharing referred to in these General Terms and Conditions, which is accessible here: <https://www.walterspeople.fr/a-propos/RGPD.html>

The Client shall indemnify the Company against all liabilities, costs, expenses, damages and direct losses and all interest, penalties and reasonable legal and professional costs and expenses suffered or incurred by the Company arising out of or in connection with any third party claims (including those of a candidate) caused by the misuse of a candidate's personal data by the Client or its subsidiaries, or their employees, directors, agents or contractors.

12. Applicable Law – Jurisdiction

The Contract is governed, interpreted and applied in accordance with the laws of France. The competent courts of the registered office of the Company shall have exclusive jurisdiction to settle any dispute relating to the Contract, including, but not limited to, its validity, interpretation, performance and/or its termination and its consequences.