

## 1. Object

The purpose of the present General Terms and Conditions and the offer of recruitment services (hereinafter collectively referred to as "Contract") is to define the terms and conditions of performance of any assignment accepted by Robert Walters (hereinafter referred to as "RW"). In the event of inconsistency with the special terms and conditions negotiated by RW and its client in the offer of recruitment services, the special terms and conditions shall prevail. Acceptance of the assignment by the client implies acceptance of the General Terms and Conditions.

## 2. Performance of the Assignment

2.1 RW carries out recruitment services for the client. RW undertakes to take all necessary measures in order to put forward candidates whose profile most closely matches the requirements of the vacant position.

2.2 In order to allow RW to recommend the best possible solution, it is crucial that potential candidates can be compared and assessed in a uniform manner, regardless of the origin of their application. Except where there are written instructions to the contrary, the client therefore undertakes to send RW any external candidates may apply for the position for which RW's services have been sought, for a comparative assessment.

2.3 For each and every candidate identified and introduced to the client by RW, in the event the candidate is employed by the client, either for a position pertaining to the assignment or for another position, or for another company belonging to the same group as the client, within twelve (12) months of the first interview, the client shall pay RW the amount agreed upon for the initial recruitment operation, being the full amount of fees defined in the "Fees" section of the Contract and paid in accordance with clause 6 hereinafter.

2.4 Likewise, this clause shall apply should the client introduce or suggest one of the presented candidates to any third party (natural person or legal entity) and that candidate be hired by the said third party.

## 3. Diversity and Sustainable Development

Diversity and sustainable development are core values for RW.

3.1 RW undertakes to comply with and promote equal opportunities and apply a principle forbidding any form of discrimination during its searches. Our candidates are assessed on the sole basis of their skills, to the exclusion of any criteria of origin, gender, age, disability or any other discriminating criteria. Robert Walters refuses to collect and/or take into consideration any data that does not have a direct and necessary connection with the assessment of the candidate's capacity to fill the vacant position.

3.2 RW is committed to significantly limit the impact of its business on the environment. It has implemented an internal sustainable development policy, aiming at the capping of the energy consumption, while contributing to a reforestation program.

## 4. Confidentiality

Any information concerning the client's company, its directors and the candidates introduced or contacted shall be dealt with in a confidential manner. Hence, both parties therefore undertake to maintain strict confidentiality of all communicated information. RW is allowed to include the name and the logo of the client in its client references, unless otherwise agreed in writing by the latter.

## 5. Facturation

5.1 Except in case of agreed special terms and conditions in the Contract, our fees shall be at the following rates:

- From €55,000 to €99,999, the rate is 27% of the global annual gross remuneration.
- From 100,000€ to 149,999€, the rate is 30% of the global annual gross remuneration.
- 150,000 and above, the rate is 33% of the global annual gross remuneration.

In any case, the minimum intervention fee per item is 15 000 €.

Robert Walters charges its fees based on the candidate's global annual gross remuneration, including the variable portion as well as benefits in kind, notably the company car (valued at €8,000).

5.2 The invoicing of assignments requiring two advance payments shall be carried out as follows: a first instalment when the assignment is accepted, a second instalment when the shortlist is presented, and the outstanding balance upon signature of an engagement letter or an employment contract between the successful candidate and the client.

5.3 The invoicing of assignments requiring one advance payment shall be carried out as follows: an instalment payment when the assignment is accepted and the outstanding balance upon signature of an engagement letter or an employment contract between the successful candidate and the client.

5.4 Success-fee based assignments are invoiced upon signature of an engagement letter or an employment contract between the successful candidate and the client.

5.5 If the Client so wishes, the Client may send RW a purchase order ("bon de commande"); 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@robertwalters.com](mailto:serviceclient@robertwalters.com). If this deadline is not respected, the absence of a Client purchase order reference on RW'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.

## 6. Payment and late payment interests

6.1 Invoices sent by RW are payable on the date of their receipt, without delay. Therefore, the Client undertakes to pay each invoice in full on the same day it receives the invoice. 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 articles 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, RW has the right to claim additional compensation, when the collection charges exceed the amount of the fixed compensation.

6.2 Any dispute of invoices issued by the Client shall not be admissible, except if the Client sends to RW a registered letter with acknowledgment of receipt, within fifteen 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. RW shall not start work on its assignment unless the client has paid the first advance payment, as indicated above; this advance payment shall be non-refundable.

6.3 Any expenses personally committed by a candidate convened by the client remain at the client's expense. They shall not, under any circumstances, be borne by RW.

6.4 The client's withdrawal of an offer of employment made to a candidate, who accepted it, through no fault of the latter, is not binding on RW and RW's fees remain payable in full.

## 7. Guarantee

The replacement guarantee is subject to the conditions set out below and will only be applicable if all due invoices have been paid by the Client. This replacement guarantee applies in the event that the employment contract is terminated within a period of four (4) months from the selected candidate's hiring date, or in the event that the candidate withdraws before his/her start date. Provided that Client notifies RW within two (2) months of the date of withdrawal or of termination of the employment contract, RW undertakes to resume its search to seek a replacement, at no extra cost to the client (except for additional costs which will have been previously agreed upon with the client).

In any event, this guarantee shall not apply in the following cases:

- If, for any reason whatsoever, the client, one of its subsidiaries or any other company belonging to the same group hires the candidate in question within twelve (12) months of the employment contract termination;
- If 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 and amounts due by the client have not been fully paid on time and in accordance with these general terms and conditions and the Contract.

In any event, the replacement guarantee allowed by RW may only give rise to a single additional search for a period of four (4) months, for a role with an identical job description to the initial vacancy (the same position, the same workplace, with the same remuneration conditions).

## 8. Cancellation

8.1 If the search assignment initially entrusted to RW is subsequently cancelled or abandoned by the client, or if the client significantly modifies the terms of reference (assessment of this is at RW's discretion), cancellation fees shall be paid to RW under the following conditions:

- 10% of the reference remuneration initial set for the job vacancy shall be paid, for success-fees
- 8% of the reference remuneration initial set for the job vacancy shall be paid, for any assignment payable with installments.

Cancellation fees will apply regardless of any advance payments or advertising expenses, as compensation for RW's investment. Any amount paid to RW is non-refundable.

8.2 However, if within three (3) months of cancellation of the assignment, the client asks RW to resume the assignment on an identical basis, the fees already paid by the client shall be taken into account and deducted from the total amount due.

## 9. Termination

Either Party may terminate the assignment in the event of a material breach by the other Party of its contractual obligations is not remedied within a period of thirty (30) days from written notice sent by registered mail with acknowledgement of receipt.

## 10. Liability

10.1 Although RW provides quality service, neither RW nor any member of its staff shall be liable in relation to any form of negligence, inaptitude, misconduct or any other grievance attributable to the candidates introduced by RW.

10.2 RW shall not, under any circumstances, be held liable, directly or indirectly, 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.

10.3 Although RW checks the references, RW provides no warranty or representation as to the accuracy or authenticity of the references, qualifications and diplomas produced by the candidates presented. It is not the responsibility of RW to obtain or to check the validity of produced work permits or any other documents required, nor shall RW be responsible for arranging medical exams or ensuring that the candidates' actual capabilities meet the requirements of the position to be filled.

## 11. Data Protection

Each party 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.robertwalters.fr/nous-connaître/rgpd.html>. The client company shall indemnify RW 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 RW 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 company or its subsidiaries, or the employees, directors, agents or contractors.

## 12. Disputes

The only competent jurisdictions, in the event of a dispute, are the courts for RW's registered address.