

General Terms and Conditions

INTERIM MANAGEMENT

Robert—
Walters

1. Object

The purpose of the present General Terms and Conditions is to set out the terms of the services that will be provided according to the Client's needs (hereinafter referred to as "the Client"). They also define parties' rights and obligations during the performance of any assignment accepted by Robert Walters (hereinafter referred to as "RW"). Acceptance by the Client of any candidate presented by RW implies the acceptance of these General Terms and Conditions. Upon confirmation of the assignment by the Client and the selection of the interim manager, these General Terms and Conditions will be replaced by the service agreement signed between RW and the Client.

2. Duration

These General Terms and Conditions shall come into effect when the first application is sent to the Client and shall end on the date the service contract between RW and the Client is signed following the Client's selection of one of the candidates presented by RW.

3. Performance

1. RW performs interim management services on behalf of the Client as a professional and with know-how that is not available in the client's company (hereinafter referred to as "the assignment" or "the services"). RW undertakes to use all necessary means to present the candidates whose profile best meets the client's requirements.

2. During the term of these General Terms and Conditions, RW shall provide all technical assistance the Client may require for the performance of the assignment.

3. The client acknowledges that the operational part of the services required to provide the assignment will be entrusted to the interim manager.

4. Diversity and Sustainability

Diversity and sustainability are core values of RW.

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.

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 programme.

5. 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 Client's name and logo in its client references, unless otherwise refuted in writing by the Client.

6. Fees

1. All candidates identified and presented by RW to the Client are exclusively reserved for the assignment in question. If one of these candidates is employed by the Client or establishes any contractual link with the Client, either in a position corresponding to the assignment, or in another position, or on behalf of another company belonging to the same group within a period of six (6) months following the first interview, the Client will have to pay RW the totality of the fees in accordance with the conditions stipulated in Article 9 below.

2. The withdrawal by a client of an offer of engagement made to a candidate who has accepted it, through no fault of the latter, is not opposable to RW and makes the fees fully enforceable.

3. The termination of the employment contract of the engaged candidate at the initiative of the client or the candidate, for whatever reason, is unenforceable against RW. The fees paid to RW are definitive. No replacement guarantee is applicable.

7. Invoice

The invoicing of assignments will be carried out, according to the stage of evolution of the mission, according to the following modalities: at the starting date of the selected candidate or monthly, this after the selection of one of the presented candidates.

8. Payment and Late Payment Penalties

1. Invoices sent by RW are payable on the date of their receipt, without delay. 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.

2. Any dispute concerning invoices issued by the client shall only be admissible if it is made by registered letter with acknowledgement of receipt (LRAR) within five (5) days of receipt of the invoice concerned. If the client fails to contest the invoice within this period, the client shall be deemed to have waived any possible contestation of the invoice in question.

3. Any costs incurred by a candidate in connection with an invitation by the client shall be borne solely by the client. RW shall not be liable for such costs under any circumstances.

9. Off-limit

1. Under no circumstances may the client introduce or suggest one of the candidates presented by RW to another person (natural or legal person), which would engage said person, without involving RW.

2. In the absence of RW's prior written consent, the Client or any entity legally attached to it, undertakes not to make any contract directly or indirectly with the candidates

3. Subject to the provisions agreed between the Parties, the Customer undertakes to pay RW on first demand a lump sum equal to fifty thousand (50,000) euros in the event of non-compliance with its commitments under this article and the General Terms and Conditions.

10. Liability

1. Although RW provides a quality service, neither RW nor any of its staff shall be liable for any form of negligence, inaptitude, misconduct or any other grievance attributable to candidates introduced by RW.

2. RW shall only be liable for direct damage caused to the Client in the performance of the assignment. In any event, RW shall only be liable, regardless of the nature of the damage suffered by the client, if there is a direct causal link between the damage suffered by the client and the faults or failings of RW.

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 check the validity of produced work permits or any other documents required, nor shall RW be responsible to ensure that the applicants have met the requirements of a medical examination.

4. In any event, RW's liability shall be limited to a total amount equal to one hundred and twenty-five (125%) percent of the fees paid by the Client in the twelve (12) months prior to the occurrence of the event in question, all damages included.

11. Termination

1. If an interim management assignment starts at the express request of the client, the assignment may be interrupted by either party before its initial term in the following cases

- bankruptcy, insolvency, incapacity or prohibition of either party;
- Serious misconduct or breach of an essential clause of the present General Terms and Conditions;
- Force majeure.

2. In the above-mentioned cases, the termination of the assignment will immediately take effect following the sending of a registered letter with acknowledgement of receipt.

3. Early termination of the assignment by the client for a reason not justified by a breach of the contractual obligations will give rise to the payment, on first request, of compensation equivalent to the amount of the fees that would normally have been charged until the end of the interim manager's assignment. A thirty (30) days' notice by registered letter must be given.

12. 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-connaitre/rpgd.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.

13. Disputes

The only competent jurisdictions, in the event of a dispute, are the courts for RW's registered address. The present General Terms and Conditions are subject to French law.