

1. Object

The purpose of the present General Terms and Conditions is to define the services that will be provided for the performance of any specific assignment from the client (hereinafter referred to as "the Client"). The present General Terms and Conditions will 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 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 that the Client may require for the performance of the assignment.
3. The client acknowledges that the operational realisation of the services expected for 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 name and the logo of the client in its client references, unless otherwise agreed in writing by the latter.

6. Fees

The price of the assignment is based on a daily flat rate taking into account the nature of the services, the resources implemented and the expertise of the interim manager who has been appointed. The various associated costs, will be charged in addition.

7. Invoice

Invoices are issued monthly by RW, on the basis of attendance sheets, confirming the number of days worked over the current month.

The Client undertakes to approve the electronic attendance sheets pre-completed by the selected interim manager, no later than one day before the last working day of the month. If this reported number of days is disputed, the Client shall contact RW in writing within five (5) days.

8. Payment and Late Payment Penalties

1. RW's invoices are payable on the date of their receipt. For any sum unpaid on its due date, the Client will be liable for a default penalty based on the sums due calculated at the ECB six-monthly base rate plus ten (10) points. This penalty will be due automatically and without prior notice

In accordance with articles L.441-6 and D.441-5 of the French Code of Commerce, in addition to default penalties, any late payment automatically results in the Client being liable for a fixed charge of forty Euro (€40) for collection costs, per unpaid invoice. An additional sum may be claimed, based on supporting documentation, when the collection costs incurred are higher than the amount of the fixed charge.

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. 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. 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.

9. Off-limit

1. In the absence of RW's prior written agreement, the Client or any entity that is legally attached to or substituted for the Client undertakes, for a period of six (6) months after the expiry or termination of this Agreement, not to make any direct or indirect contract with candidates submitted by RW in the search for an interim manager.

2. In the absence RW's prior written agreement, the Client or any entity that is legally attached to or substituted for the Client undertakes, for a period of twelve (12) months from completion of the assignment, not to make any direct or indirect contract, in any form and in any capacity whatsoever, with the interim manager appointed to said assignment.

- 3.1 Subject to the agreed provisions set out above, the Client undertakes to pay a lump sum equal to fifty thousand Euro (€50,000) at RW's request in the event of non-compliance with its commitments under this article and the General Terms and Conditions.

10. Liability

1. RW shall use all the means at its disposal to perform the assignment to the best of its ability and shall implement all necessary measures to ensure the interim manager performs his/her duties with the required level of expertise, integrity and loyalty.

2. RW may be liable for direct damages caused to the Client in the course of performing the Assignment, when they are due to its own professional misconduct. In any event, RW will only be liable, irrespective of the nature of the loss sustained by the Client, provided there is a direct causal link between the loss sustained by the Client and RW's faults or failings.

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/rgpd.html>.

The Client 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.