

General Terms and Conditions

TEMPORARY STAFFING

**Robert—
—Walters**

The present general terms and conditions are executed in accordance with the provisions of Articles L.1251-6 *et seq.* of the Labour Code.

1. PURPOSE

The present contract is entered into between Robert Walters Contract, the commercial name of the entity Walters People SAS (hereafter "the Agency") and the client (hereafter the "User Company") and incorporates the present General Terms and Conditions and the service offer (hereafter collectively the "Contract"). In the event of discrepancy or inconsistency between the General Terms and Conditions and the remaining contractual documents, the latter shall prevail. The acceptance of the assignment by the User Company shall constitute acceptance of the present General Terms and Conditions. No variation or amendment of the Contract shall be effective unless it is in writing and signed by the parties.

The purpose of the Contract is to define the conditions of the supply of temporary personnel, employed by the Agency, and whose profile will be in line with the needs expressed by the User Company (hereinafter the "Services").

2. PROVISION OF TEMPORARY PERSONNEL

A written agreement must be entered into between the Agency and the User Company within two (2) working days following the provision of temporary personnel (Art.L.1251-42 *et seq.* of the Labour Code) (hereafter the "Temporary Staffing Contract").

The User Company shall provide the following information to the Agency, for each request for the provision of temporary personnel:

- the position to be filled and the tasks to be performed, taking into account the list of high-risk positions requiring enhanced security training;
- the professional qualification required, its level, coefficient, salary and grade;
- duration of the assignment;
- the specific reason and grounds for the use of temporary personnel;
- the remuneration (salary, premiums...), and the reference remuneration that an employee of the User Company, having a role equivalent to the one of the temporary worker, shall receive after the end of the trial period;
- the workplace and working hours;
- executive (*cadre*) or non-executive (*non-cadre*) position;
- the job title.

The temporary personnel made available must be employed in accordance with the qualification and the tasks provided in the Temporary Staffing Contract.

The Agency cannot be held liable, in particular in the case of an impossibility to delegate the requested qualification, of absence or gross misconduct of the temporary worker, or of early termination of the assignment contract by the temporary worker.

The Agency certifies that its personnel is duly employed in accordance with applicable labour legislation.

3. CONFIDENTIALITY

Any information relating to the User Company, 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 Services.

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

4. TERM

The User Company undertakes to respect the term of the assignment provided in the Temporary Staffing Contract, which may include a trial period, depending on the duration of the Temporary Staffing Contract.

The term of the Temporary Staffing Contract may be advanced or delayed by one (1) day for every five (5) days of work (Art.L.1251-30 of the Labour Code).

In the case of a replacement of an absent employee, the end of the assignment may be postponed up to two days following the day on which the replaced employee resumes his/her employment.

On the grounds of replacement for absence, of covering the period before a new permanent employee takes up his/her role, of seasonal employment or of customary use (*usage constant*), the Temporary Staffing Contract may be entered into for a minimum period and shall end on the return date of the absent employee or the fulfilment of the purpose for which it was entered into.

The User Company is responsible and liable for the respect of the waiting period (*délai de carence*) between two Temporary Staffing Contracts for the same position, as stipulated by the Labour Code.

5. FEES

After a minimum period of twenty (20) weeks of temporary work, it is possible for the temporary worker to enter into a permanent or fixed term contract. During that period and unless parties agreed on special terms in the Contract, the following delegation coefficient will be applicable: 2.5. This coefficient cannot be applied to annual leaves. However, travel expenses, additional healthcare cover and restaurant vouchers (*coefficient 1*), as well as public holidays or other non-working days (*contractual coefficient*) defined by the User Company of which the Agency was not informed in advance (prior to the drawing up of the Temporary Staffing Contract), will be invoiced to the User Company in full, the days in question being legally due to the temporary personnel. The approval of timesheets through TimePad or the signature of timesheets shall be deemed unqualified confirmation of the accuracy and reality of the Services provided, in accordance with the User Company's request. The Agency reserves the right to charge the User Company for the use of paper timesheets.

In the event the User Company does not respect the term originally stipulated in the Temporary Staffing Contract (i.e. termination of the assignment or reduction of the assignment term), the charged salary of the relevant temporary worker shall be due to the Agency and shall be invoiced to the User Company, until the end of the original term of the Temporary Staffing Contract.

In case of early termination of an assignment by the User Company, due to the signing of a permanent or fixed contract with the temporary worker in question, or in the event that the temporary worker is recruited by the User Company at the end of an assignment if the assignment period was shorter than the minimum period indicated above, the Agency reserves the right to invoice additional fees calculated as a percentage of the gross annual remuneration (hereinafter "GAR") of the said temporary worker, based on the following price scale:

- signature of a permanent/fixed contract within one (1) month of assignment – 25% of the GAR
- signature of a permanent/fixed contract after completing a period between one (1) month and two (2) months – 20% of the GAR
- signature of a permanent/fixed contract after completing a period of two (2) months of assignment – 15% of the GAR.

Parties agree that in case of signature of a fixed contract between the User Company and the temporary worker, after the agreed minimum period, an indemnity of €1.000 will be paid by the User Company on first demand.

In any event, besides the cases provided hereinabove, if within a period of twelve (12) months from the date of introduction of a candidate by the Agency, the User Company, including any of its affiliated companies, recruits or signs an employment contract with the said candidate, or engages the candidate on an assignment other than through the Agency, the User Company shall pay the Agency a fee equal to 25% of the GAR of the candidate.

In the event of partial unemployment or a cessation of work originating from the User Company, the financial charge that may result for the Agency shall be invoiced to the User Company.

In case the reference remuneration is not compliant or if there is an increase in social charges or taxes, the User Company shall pay the additional invoice established by the Agency.

6. INVOICING

Invoices are issued on a monthly basis upon receipt of approved timesheets submitted to the Agency. Any delay in the settlement of these invoices shall result in the application of late payment charges set at a rate equal to European Central Bank (ECB) interest rate charged with an additional rate of ten (10) points. The said charges are due without any notice.

In compliance with article L.441-10 and D.441-5 of the French Commercial Code, in addition to the late payment charges, a fixed compensation of forty Euros (40€) for collection charges will be due by the User Company, for each unpaid invoice. Upon presentation of the relevant proofs, the Agency 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 User Company shall be admissible only if the User Company sends to the Agency a registered letter with an acknowledgment of receipt, within fifteen (15) calendar days from the receipt date of the invoice. If no objection has been raised by the User Company within the given period, the User Company will be deemed to have waived his right to dispute the related invoice.

If the User Company so wishes, the User Company may send the Agency a purchase order (*bon de commande*) for the 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 User Company purchase order reference on the Agency'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 Agency are payable on the day of their receipt, without delay. Hence, the User Company undertakes to pay each invoice in full on the same day it receives the said invoice. For summary or periodic invoices, in accordance with article L.441-10 of the Code of Commerce, payment terms agreed between the parties must be within a limit period of forty-five (45) calendar days from the date of invoice (the "Hamon" Law).

The parties expressly agree that the non-respect of the payment terms may lead to:

- the immediate payment of the balance outstanding, by virtue of this Contract and any other contracts pending with the User Company;
- the application of late payment charges in accordance with article 6, on a pro rata basis for the period overdue;
- if applicable, a legal proceedings and the application by way of compensation for damages of an indemnity equal to fifteen percent (15%) of the unpaid amount, in addition to legal expenses (art. 700 of the Civil Procedure Code) and legal interests and collection charges.

8. LIABILITIES

Civil liability: for the entire duration of the assignment, the temporary personnel is under the supervision and control of the User Company who shall therefore act as principal and who, by virtue of Article 1242 of the Civil Code, has the civil liability for any damages, of any kind whatsoever, caused by the temporary personnel during the assignment.

The Agency shall not be liable for any breach by the temporary personnel of any information and technology policies or other rules of the User Company, which have not been brought to its attention or that of the temporary personnel.

Compliance with the provisions of the Temporary Staffing Contract: the information and details in the Temporary Staffing Contract are provided under the User Company's own responsibility, in accordance with article 2 of these General Terms and Conditions. The Agency shall under no circumstance be liable in the event a third party is introduced into the carrying out of the assignment or in the event the User Company decides to make the temporary worker available to a third party.

Safety: in accordance with Article L.1251-21 *et seq.* of the Labour Code, the User Company is responsible and liable for the temporary personnel's working conditions (notably in relation to hygiene and safety), for the onboarding and information of temporary workers, and for the enhanced safety training for the positions that carry a risk in accordance with Article L.4141-2 *et seq.* of the Labour Code.

The User Company is also responsible and liable for the provision of protective equipment.

Work-related accidents: any work-related accident must be declared by the User Company, within twenty-four (24) hours and by registered letter to the Agency, to the prevention service of the CRAM and to the labour inspector.

If the courts acknowledge the existence of an inexcusable fault by the User Company at the origin of the accident, the Agency will have the right to claim reimbursement from the User Company of all the financial consequences arising from this inexcusable fault.

9. DATA PROTECTION

Both parties shall comply with its data protection obligations 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 User Company shall indemnify the Agency 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 Agency arising out of or in connection with any third party claims (including those of a candidate) caused by the misuse of a candidate's and/or temporary personnel's personal data by the User Company or its subsidiaries, or the employees, directors, agents or contractors of each.

10. JURISDICTION – APPLICABLE LAW

This Contract is governed and interpreted in accordance with the laws of France. The competent courts of the registered office of the Agency shall have exclusive jurisdiction to settle any dispute relating to the Contract, including in the event there are multiple defendants.