

GENERAL TERMS AND CONDITIONS

This document comprises the general terms and conditions for services provided by the Employee of MISSIONS-CADRES, an SARL with a capital of €8,000.00, whose head office is located at 12 rue Adèle Fleuret - 74100 ANNEMASSE (Haute Savoie), listed on the trade and companies registry in THONON LES BAINS under number B 433084985, VAT no. FR10 433084985, represented by Christian PERSON as manager.

Article 1: contractual relationship

The contractual terms governing the commercial relations between the MISSIONS-CADRES Employee and the client include:

- o these general terms and conditions of service;
- o the service contract, which sets out the assignment given to the MISSIONS-CADRES Employee and its terms of execution;
- o any riders or amendments to this contract;

These documents make up a single set and are inseparable from one another.

These terms and conditions govern all contractual or pre-contractual relations between the MISSIONS-CADRES Employee and the Client.

Without the express written permission of the MISSIONS-CADRES Employee, they take precedence over any contradictory provisions that may be included in the client's general terms and conditions or in any other document.

Article 2: purpose of the contract

The assignment given to the MISSIONS-CADRES Employee is defined in the contract signed with the Client.

Any changes, additions and/or complements to the assignment requested by the Client after said contract is signed must be covered in a written rider to the contract, dated and signed by the parties.

The rider must be appended to the contract.

The MISSIONS-CADRES Employee shall accept no changes, additions and/or complements given verbally.

Article 3: timetable

The start date for the service assignment and its duration are set out in the contract.

The parties agree that this duration is not an essential point in the contract likely to involve the responsibility of either party.

Any change or addition to the assignment defined in article 1 may result in a change in the assignment's duration, and no late penalties may be applied by the Client.

The MISSIONS-CADRES Employee may modify the agreed-upon duration according to the assignment's characteristics and its technical, material or legal specifications, which may be made known while the assignment is underway and may be changed during the same period or due to changes or modifications of any kind during this period.

The assignment's duration and its start and end dates may be changed due to force majeure encountered by the MISSIONS-CADRES Employee.

Force majeure is defined as any event or constraint over which the MISSIONS-CADRES Employee has no power to change, in terms of occurrence, duration, end or conclusion.

If the Employee named in the contract is ill, dies, or is unable to carry out the assignment for any reason whatsoever, it will be considered a case of force majeure.

Article 4: assignment location

The Employee will carry out the assignment on the Client's premises as needed.

The Client provides the MISSIONS-CADRES Employee with the human and material resources and with the physical premises necessary to carrying out the assignment.

The Client cannot require the Employee's presence on its premises if the MISSIONS-CADRES Employee does not deem that it is necessary for the assignment.

Article 5: the Client's obligations

The parties expressly agree, given the Client's choice of the Employee named in the contract, that the Client may not ask MISSIONS-CADRES to appoint a replacement Employee for the assignment for any reason whatsoever.

The Client undertakes to loyally give the MISSIONS-CADRES Employee any information and data of any kind on its business that may be useful to carrying out the assignment defined in the contract and on any business that may have an influence on the proper execution of the assignment.

The Client agrees that the MISSIONS-CADRES Employee is not confronted with any issues related to confidentiality, professional secrecy, technical or manufacturing information or any other issues that may impede the proper execution of the assignment.

The Client undertakes to satisfy all the MISSIONS-CADRES Employee's requests for the proper execution of the assignment, or to justify any reasons for refusal.

If the MISSIONS-CADRES Employee is unable to carry out and/or complete the assignment for these reasons, the contract will be rendered null and void, with the Client bearing sole blame eight (8) days after formal notice to provide the necessary information goes unheeded.

Article 9 of these terms and conditions applies.

Once the contract is signed, the Client sends the MISSIONS-CADRES Employee its in-house regulations and any applicable rules of safety for its establishments.

The MISSIONS-CADRES Employee undertakes to respect them.

The Client undertakes to give the MISSIONS-CADRES Employee access to the same information, services, availabilities, facilities and premises as its in-house staff.

The Client gives the MISSIONS-CADRES Employee any documents, badges or keys necessary to carrying out the assignment.

Article 6: MISSIONS-CADRES' and the Employee's obligations

Given the Client's choice to work with the Employee named in the contract, MISSIONS-CADRES undertakes to refrain from sending another Employee as a substitute.

The Client may then choose to postpone the execution of the contract or to suspend it, in which case the prorata temporis accounts will be drawn up.

It is generally assumed that MISSIONS-CADRES cannot be held responsible for any compensation, penalties, reductions in price or damages and interests, in any form whatsoever, for this reason.

The MISSIONS-CADRES Employee undertakes to put all his or her know-how to use to carry out the assigned service.

The MISSIONS-CADRES Employee undertakes to consider confidential and subject to professional secrecy all data and information communicated by the Client as part of the assignment and related to the Client's business, its organisation, its technical procedures and manufacturing methods and its staff, and any other information the Employee may need to carry out the service.

MISSIONS-CADRES undertakes to keep confidential any information and data brought to its knowledge as part of this service, unless it must be divulged to defend itself under legal circumstances.

Article 7: MISSIONS-CADRES' liability and insurance

If the liability of MISSIONS-CADRES is called into question and pursued by a third party, for actions and/or doings of any kind carried out as part of or as required by the services assigned in the contract, the Client undertakes to uphold it and insure it and to leave it clear of any consequences, in particular any financial consequences, that could result from this.

MISSIONS-CADRES bears no liability towards the Client if, as part of the services assigned, the Client's choice of Employee is revealed to be inappropriate.

MISSIONS-CADRES and the Employee are bound by an obligation of resources, not one of results.

As an umbrella company, MISSIONS-CADRES is liable to third parties under the terms of common law as defined in articles 1382 to 1386-1 and 1787 et seq. of the French Civil Code and within the limitations of the specific conditions of its insurance policies.

Article 8: study and document ownership

Under the terms of the contract, the Client becomes the owner of the studies and documents provided by the MISSIONS-CADRES Employee as part of the assignment defined in the contract.

The MISSIONS-CADRES Employee undertakes to refrain from using the results of his or her service for any means other than those decided by the Client or to benefit a third party.

These stipulations do not mean that the Employee renounces his or her knowledge and know-how used to carry out the service.

The Client undertakes to refrain from divulging, marketing for a price or free of charge, in any form whatsoever, the content and the results of the services provided by the Employee without the Employee's agreement, unless part of a broader scope as part of its business.

Article 9: pricing and invoicing

The total price and terms of payment are defined in the contract.

All duties and taxes applicable under contract or upon the execution of the services described in the contract are invoiced in addition to the price agreed upon in the contract.

All contracts launched are payable in full.

The Client is only cleared of payment once MISSIONS-CADRES' bank account has definitively been credited with the amounts due, in particular in the event of payment by cheque.

If a single invoice goes unpaid according to the terms and conditions given above, MISSIONS-CADRES will apply a flat penalty to the amounts due (decree no. 2012-1115 dated 2 October 2012) as well as a 6% late penalty applicable without prior notice, and this clause shall not affect the debt under the terms of the law.

As of January 1, 2013, any company that pays an invoice after the final payment deadline must pay a €40 penalty as compensation for recovery fees.

The Client agrees to pay the invoice sent by MISSIONS-CADRES within thirty days of issue, unless the Client company has agreed to any prior terms of payment.

If the invoice goes uncontested during this period, it is assumed that the Client accepts without reservation the amount invoiced and the service provided by the employee.

Article 10: termination clause

All clauses of these terms and conditions and of the contract apply.

The contract shall be terminated at the MISSIONS-CADRES Employee's convenience and to his or her benefit, if he or she sees fit, eight (8) days after formal notice goes unheeded, with no formal legal proceedings being necessary.

This capacity to terminate the contract bears no legal consequences related to the non-execution of an agreement. This fully legal termination may occur in particular if the Client fails to pay any amounts due under the terms of article 8, unless MISSIONS-CADRES sees it strictly fit to continue execution of the contract and to collect the unpaid amount.

Article 11: applicable law and attribution of powers

In the event of a difference in interpretation, the original French version of this document takes precedence over any translations of the contract as defined in article 1 of these terms and conditions.

For the execution and interpretation of this document and any amendments to it, the parties shall be domiciled at their respective Head Offices or homes.

For its interpretation, execution and amendments, the contract as defined in article 1 of these terms and conditions is subject to French law no matter where the service defined in the contract is carried out.

Any disputes related to the interpretation, the execution, or the amendment of this contract shall fall to the courts local to the MISSIONS-CADRES head office, even in the event of appeals and/or several defendants.

Annemasse, 01.01.2020