

Scope of Application

These General Terms and Conditions (hereinafter referred to as the "GT") apply to all service offers and agreements relating to services provided by **Alternative Strategies** (also « **AS** »).

Applicable Law

Any agreement between **AS** and the Client, its interpretation and execution is governed by French law and these general conditions.

These GTC prevail over all other conditions in the event of a dispute, unless **AS** expressly and in writing accepts the Client's conditions. In the event of a dispute, the French courts will have sole jurisdiction.

Any agreement between **AS** and the Client, its interpretation and execution, is governed by French law and these general terms and conditions.

For **Coaching Services**, please refer to the General Terms and Conditions of Sale (also "GTC") included in the contractual documents, as they are presented in detail and are an integral part of any offer. These GTC prevail over all other terms and conditions in the event of a dispute, unless **AS** expressly accepts the Client's terms and conditions in writing. In the event of a dispute, the French courts shall have sole jurisdiction.

Hiring

All offers and service proposals issued by **AS** are for information purposes only and are non-binding. The engagement takes effect upon signature of a service agreement formalized by a Letter of Commitment.

For Coaching Services, since the client is not considered as Professional Client, the General Terms and Conditions are an integral part of any offer issued. In terms of recruitment, except formal written notice from the client, the contractual commitment is deemed to be tacitly accepted by the Client by law as soon as a face-to-face or distance interview, by any means whatsoever, is organized for the benefit of the client with a candidate presented by **AS**.

Confidentiality

When signing a service agreement, both parties are required to respect the confidentiality of information they would receive from the other party.

Provision of Information

It is the responsibility of the Client to provide **AS** with all information that may affect the quality of the service offered.

Responsibility

AS' liability is strictly limited to the services entrusted to it. **AS** cannot be held responsible for the consequences of errors, mistakes or omissions by the Client in the context of the service entrusted.

AS has only an obligation of means in the context of its efforts to obtain the necessary assurances on the candidate's suitability, no guarantee being formally given, and in the conduct of missions. **AS** is not bound to a result obligation.

AS will always make every effort to meet its commitments.

Any damage, loss, expenses, costs or disputes incurred by the Client in connection with the hiring of candidates will not be such as to invoke the liability of **AS**.

Recruitment and Candidates

The Client must notify **AS** of the hiring of the candidate submitted within 5 days and communicate the terms and conditions of the employment contract accepted by the hired candidate.

In the event that the Client does not proceed with the recruitment process of a candidate submitted by **AS**, in the event that the Client should finally recruit the candidate within 12 months after introduction, whatever the function and the means used, the Client would be liable to **AS** for the fees initially mentioned in the service agreement.

In the event that the Client decides to recruit several candidates presented by **AS**, when the service agreement initially stated a search for a single employee, the Client would be liable to **AS** for the fees initially mentioned in the service agreement, for each of the candidates recruited.

In the event that the employment contract binding the candidate submitted by **AS** is terminated, within 6 months following the signing of the employment contract, either by the candidate, either by the Client, **AS** will resume its mission without additional fees or charges, considering the amounts initially due as paid by the Client, provided that **AS** is notified within 8 days by the Client of the termination of the employment contract, that the Job Description is strictly identical, that the candidate has not been faced with an economic dismissal by the Client, a de facto change in the Job Description, to a restructuring.

Fees

For recruitment services, invoices from **AS**, drawn up at the current rate plus VAT, are issued upon signature of the employment contract or letter of intent by the successful candidate and are payable within 30 days after receipt.

For coaching services only, a deposit of 30% of the total amount of the fees is due, to be paid at the signature of the service agreement, the invoice for the payment of the remaining 70% must be paid in full by the end of the mission.

Bank charges related to payments by transfer, direct debit, are the responsibility of the Customer, where applicable.

In the absence of payment upon receipt of the invoice or on the agreed due date, the amount due will be charged with interest at the legal interest rate in force.

Any claim regarding invoices must reach **AS** within eight calendar days from the invoice date by registered letter with reasons. After this time, no claim is admissible.

Termination of the Agreement

In the event of termination of the contract, the Client shall be liable to **AS** for all sessions provided pro rata temporis.

Occupational Health and Work Permits

Regarding recruitment, the Client ensures that it will act in accordance with any applicable labour legislation. All the steps related to a medical examination for hiring, and any steps required in the context of obtaining work permits or authorizations from a candidate are the sole responsibility of the Client.

Data protection

Both parties will individually comply with the applicable legislation on confidentiality and privacy, data protection, within the scope of the agreed services.

In accordance with current legislation, each party is responsible for the processing of personal data of candidates submitted, contact persons involved within the framework of current or future agreements.

The parties agree that personal data may be exchanged. Each party is responsible for the fact that personal data will only be transmitted if it can legally be done and if the necessary consent of the person concerned has been obtained.

The Customer acts as data controller and undertakes to comply with all obligations relating to the protection of personal data.

The Client guarantees, in particular, that adequate technical and organisational measures are taken to ensure that the processing of personal data complies with the requirements of legislation and that the protection of the rights of the data subject is guaranteed.

It is the responsibility of the Client to ensure that the persons entrusted with the processing of personal data undertake to ensure the confidentiality of the data, or are bound by an appropriate legal obligation of confidentiality.

The Client guarantees, among other things, that the applicable technical and organizational measures will be taken so that the processing of personal data meets the requirements of the legislation and guarantees the protection of the rights of the parties concerned.

The Client will immediately delete all personal data concerning the proposed candidates for which it would decide not to go further.

In addition, at the end of the services, the Customer shall delete or return all personal data and delete existing copies, unless storage of personal data is mandatory under EU or Member State law.