

# CONTRACT FOR THE PROVISION OF HUMAN RESOURCES SERVICES

BETWEEN THE UNDERSIGNED :

Viridian HR Ltd, a company incorporated in England and Wales registration number 09772531, having its registered office at Oakridge House, Wellington Road, High Wycombe, Buckinghamshire, HP12 3PR

Hereinafter referred to as the PROVIDER,

AND the CLIENT,

**IT IS HEREBY RESOLVED AND AGREED AS FOLLOWS :**

Article 1. **Purpose of the contract**

This contract is a contract for the provision of services for the purpose of the mission defined in the service proposal validated by the CLIENT and forming an integral part thereof.

The parties undertake to perform this contract faithfully.

Article 2. **Obligations of the provider**

2.1. - General obligations of the PROVIDER

The PROVIDER undertakes to provide services in a professional manner, taking into account the state of the art and according to the practices of the profession, and according to the needs expressed by the CLIENT. To this end, it will put together the team necessary for carrying out the mission.

The PROVIDER shall ensure, in general, that its employees, suppliers, collaborators, subcontractors, if any, as well as all third parties who may assist it in its task, fully comply with the provisions of this contract, in particular as regards intellectual property and confidentiality.

2.2. - Description and definition of the services

Once drawn up and approved by the CLIENT, the proposal for services becomes part of this contract and acquires the force of law between the parties in the same way as this contract.

The services provided by the PROVIDER will most often be carried out remotely, outside the walls of the establishments belonging to the CLIENT, unless there is an express agreement to

be present on site.

The parties agree to organise periodic meetings, in particular to ensure good communication of the information necessary for the execution of this contract and a rapid and accurate report on the progress of the service.

The dates and times of the meetings shall be determined by mutual agreement between the parties no later than 48 hours beforehand.

#### Article 3. **Planning**

The services described in the provisions of articles 1 and 2 and in the service proposal will be provided according to the agreed schedule for projects and according to the CLIENT's requests for ad-hoc services.

The PROVIDER will draw up a statement of the hours of support carried out, which it will send by e-mail to the company when sending the corresponding invoice.

#### Article 4. **General obligations of the customer**

The CLIENT undertakes, in good faith, to :

- to collaborate with the PROVIDER in order to ensure that the agreed services are carried out correctly;
- provide the PROVIDER, who guarantees the strictest confidentiality, with all the information necessary to carry out its services and to gain a better understanding of the CLIENT and its activities, including sources, specifications and all useful technical, legal and commercial documents;
- comply with applicable laws and regulations, including, but not limited to, laws and regulations relating to property, including intellectual property, personal data protection, consumer protection and the protection of minors;
- provide the PROVIDER with information that does not breach any confidentiality or non-disclosure obligations and that may be used by the PROVIDER freely and without constraint in the provision of the Services;
- to give the PROVIDER, at the latter's request, its approval of the work carried out within 10 working days;
- pay within 14 calendar days the price of the services provided by the PROVIDER, pay the price of any complementary or additional services that it may require during the performance of this contract and, where applicable, reimburse the costs incurred, in accordance with the terms of this contract or agreed in writing ;

- refrain from canvassing or making offers of collaboration to members of the PROVIDER's staff, collaborators, subcontractors or partners, during the term of this contract as well as for two years following the end of its execution;
- preserve the confidentiality of information and documents that it may hold as a result of the performance of this contract.

Article 5. **Exchanges - Evidence - Notifications**

Exchanges between the parties may take place, in particular, by electronic messaging to the emails agreed for the provision of the service and with the signatory of the contract at the CLIENT and at the PROVIDER.

Exchanges may also be made at the parties' registered address by registered letter.

The parties agree that the printing of an electronic message from the messaging software is a valid proof of the content of the exchanges.

The parties shall implement all security measures to ensure the availability, integrity and confidentiality of messages and attachments sent via the Internet.

At the same time, they shall implement all useful measures, such as firewalls and anti-virus software that are regularly updated and correctly configured, to protect themselves as effectively as possible against intrusions, attacks and the propagation of viruses in order to guarantee the availability, integrity and confidentiality of messages sent and received.

The parties shall safeguard the completeness of the messages transmitted in connection with the subject matter of this contract in the most appropriate and secure manner possible.

Article 6. **Property**

By express agreement between the parties, the PROVIDER retains all of its intellectual property rights on all of its services, subject to prior rights and in particular rights held by the CLIENT before the start of the performance of the service that is the subject of this contract.

The CLIENT is therefore prohibited from using the results of the service that is the subject of this contract for any other purpose or in any other context than that of this contract, unless it obtains the PROVIDER's prior written authorisation.

Article 7. **Representations and warranties of the parties**

7.1 - The PROVIDER declares to the CLIENT :

- that he/she has the capacity and standing to enter into this contract;
- that it will provide its services in a professional and efficient manner;

- that it will not use, except for the purpose of performing its obligations under this Agreement, any confidential information of the CLIENT, unless it has received the CLIENT's prior and express permission.

7.2 - The CLIENT declares and guarantees to the PROVIDER that :

It has ensured that the services provided by the PROVIDER are of a nature to meet its needs.

Article 8. **Privacy**

The parties undertake to treat as confidential during the term of this agreement and after its expiry the terms of the agreement as well as all information, commercial, financial, technical or other, obtained in the course of its execution.

In particular, the parties shall refrain from disclosing to third parties other than their personnel any confidential information as defined above.

With regard to their staff, the parties undertake to obtain confidentiality agreements, concerning the confidential information defined above, from those staff members who have knowledge or may have knowledge in the course of their duties or by any other means.

The PROVIDER undertakes to respect this obligation of confidentiality for a period of 5 years from the termination or cessation of the partnership relationship, for whatever reason.

Any commercial, financial or technical information which is not in the public domain is considered confidential by the CLIENT. On the other hand, information known to the public or which, after the present contract, is lawfully known to the public or the disclosure of which has been expressly authorised by the CLIENT shall not be considered confidential.

Each party represents and warrants to the other party that it will comply strictly with the GDPR in respect of any processing of personal data carried out in connection with this Agreement.

Notwithstanding any clause to the contrary, the parties shall not incur any contractual liability under this Agreement to the extent that compliance with the GDPR would prevent them from performing any of their obligations under this Agreement.

If the CLIENT processes the PROVIDER's personal data, or allows a third party to do so, the CLIENT shall inform the PROVIDER and comply with the GDPR, and if necessary instruct the third party to do the same and guarantee that it will comply.

If the provision of services involves the processing of personal data of third parties, such personal data shall be kept confidential.

Within the framework of the execution of the contract, the PROVIDER may be required to process personal data on behalf of the CLIENT, with the CLIENT alone determining the purposes and means of the processing. In this case, the CLIENT will be responsible for the

processing and the PROVIDER will be its subcontractor, within the meaning of the GDPR.

In the context of the performance of the contract, the PROVIDER may be required to determine, jointly with the CLIENT, the purposes and means of processing personal data. In this case, the CLIENT and the PROVIDER will be jointly responsible for the processing, in the sense of the GDPR.

Article 9. **Non-solicitation of personnel**

The CLIENT is expressly prohibited from directly or indirectly hiring or soliciting for hire any of the PROVIDER's staff, employees or subcontractors for a period of 24 months after the end of the service contract with the PROVIDER

The CLIENT also guarantees that this prohibition will be applied to other companies in the Group to which it belongs.

In the event of a breach of the provisions of this clause, the CLIENT will be obliged to pay the PROVIDER, as a penalty clause, a fixed indemnity equal to 12 months of the last gross monthly salary of the person requested or hired, plus the costs of recruiting a replacement.

Article 10. **Financial conditions**

The services will be invoiced to the client according to the prices indicated on the service proposal.

Retainers are invoiced at the beginning of the month for the current month.

Ad-hoc services are invoiced at the end of the month.

For the purpose of invoicing, the time is rounded to the nearest 15 minutes and a minimum charge of 1 hour is applied when the time used is below one hour during the month.

The costs incurred by the PROVIDER for travel, accommodation, meals and ancillary costs, necessary for the execution of the service, will be invoiced in addition to the CLIENT on the basis of a statement of expenses.

The invoiced amounts shall be paid by bank transfer within 14 days of receipt of the invoice, plus duties and taxes.

Article 11. **Limitation of liability - Warranties - Penalties**

11.1. - Limitation of liability

Under no circumstances shall the PROVIDER be held liable, nor shall it be blamed for the non-performance of its obligations, particularly following the non-payment of sums due in execution of the said contract.

The CLIENT agrees that, whatever the grounds for its claim, and the procedure followed to implement it, the PROVIDER's possible liability for the performance of the obligations provided for in this contract will be limited to an amount not exceeding the total sum actually paid by the CLIENT, for the services or tasks provided by the PROVIDER.

The PROVIDER is not liable for any material damage to the client's buildings, installations, equipment or furniture.

The CLIENT agrees that the PROVIDER will not incur any liability for any loss of profit, commercial disturbance, demands that the CLIENT may suffer; demands or claims made against the CLIENT by any third party.

The PROVIDER is not liable insofar as the damage suffered by the CLIENT is not caused by an intentional or gross fault of the PROVIDER's employees.

#### 11.2. - Penalties

Any failure to comply with the payment deadlines will result in the service provider being obliged to pay the CLIENT the sum of 10 GBP per day of delay.

In the event of non-payment of any invoice 14 days after the due date, the PROVIDER reserves the right to interrupt its services until full payment of the sums due. Any sum unpaid on its due date will be increased by right and without formal notice by a sum of 100 GBP corresponding to the costs of managing unpaid invoices and will result in all unpaid debts becoming payable.

If the service is interrupted for more than 30 days, the contract will be terminated by operation of law. The CLIENT will then owe the sums not paid up to the date of termination of the contract.

Under no circumstances will the client be able to claim any compensation from the PROVIDER due to the interruption of its services following a payment incident.

#### Article 12. **Early termination**

If one of the parties fails to comply with any of the obligations of this contract, through its own fault or negligence or that of its employees, agents, suppliers or subcontractors, the other party may terminate this contract, 15 days after a formal notice, sent by registered letter or e-mail, to put an end to the breach, which has not been followed by effect.

#### Article 13. **Mutual independence**

The parties remain independent professionals and are bound only by and under the terms of this contract.

The provisions of this contract shall not be construed as creating any partnership or joint-venture between the parties, nor any mandate, subordination or solidarity.

Article 14. **Collaboration - Cooperation**

The parties undertake, in good faith, to use reasonable means to ensure that the contractual services are provided under good conditions.

The collaboration requires frequent contacts, either by all means of telecommunication for the exchange of information, or by meetings in which both parties must participate, taking into account their mutual availability and under the conditions provided for in this contract.

In the event that the data on which this agreement is based are modified to such an extent that either party encounters serious and unforeseeable difficulties, they shall consult each other and show mutual understanding with a view to making such adjustments as may appear necessary as a result of circumstances which were not reasonably foreseeable at the date of conclusion of this agreement, in order to restore the conditions of a fair agreement.

Article 15. **Effect - Duration**

The present contract takes effect on the day it is signed by both parties.

This contract is concluded for an indefinite period for the ad-hoc consultancy or for the period provided for in the service proposal for the projects defined therein.

Retainers are signed for a period of 12 months and are automatically renewed for the same period and under the same terms unless cancellation is requested at least two calendar months before the renewal date.

Article 16. **Amicable termination**

This contract may be terminated by mutual agreement of the parties subject to one full calendar month's notice.

A report on the state of the work carried out and a final invoice will be drawn up by the PROVIDER.

In the absence of agreement on the accounts, the parties shall have recourse to mediation or, failing that, to the determination of the balance by an expert. The expert is then appointed by mutual agreement between the parties or, failing that, by the President of the competent Court.

Article 17. **Amendment of the contract - full commitment**

This contract may only be amended by means of an amendment signed by both parties.

It is formally agreed between the parties that any tolerance or waiver by one of the parties, in the application of all or part of the obligations provided for in this contract, whatever the frequency and duration thereof, shall not be deemed to constitute a modification of this contract, nor to generate any right whatsoever.



This contract represents the entirety of the commitments between the parties.

It replaces and cancels any previous oral or written commitment relating to the subject of this contract.

Article 18. **Severability of clauses**

The nullity, lapse, lack of binding force or unenforceability of any of the stipulations of this contract shall not entail the nullity, lapse, lack of binding force or unenforceability of the other stipulations, which shall retain all their effects.

However, the parties may, by mutual agreement, agree to replace the invalidated provisions.

Article 19. **Assignment and subcontracting of the contract**

This contract is concluded *intuitu personae*.

The PROVIDER is prohibited from transferring to a third party, for any reason and in any form whatsoever, the contract or any of its rights and/or obligations.

However, the PROVIDER is authorised to transfer this contract in the context of a transfer of its business or company. It is nevertheless obliged to inform the CLIENT within 30 days of the transfer, by registered letter with acknowledgement of receipt.

The PROVIDER shall not entrust a third party, without prior written authorisation, with the performance of all or part of the contractual obligations.

Article 20. **Applicable law - Language of the contract**

This contract is subject to English Law, to the exclusion of any other legislation.

Article 21. **Disputes**

With a view to finding a solution together to any dispute that may arise in the performance of this contract, the parties agree to meet within 15 days of receipt of a registered letter with acknowledgement of receipt, notified by one of the two parties, or of an e-mail.

If the parties cannot agree a way forward, they will be free to resume their full freedom and the dispute will be submitted to the ordinary courts.

Article 22. **Force majeure**

Force majeure shall mean declared or undeclared war, general labour strike, epidemic diseases, quarantine, fire, exceptional floods, accidents or other events beyond the control of both parties. Neither party shall be held responsible for any delay due to force majeure events.



In the event of force majeure, established by one of the parties, it must inform the other party in writing as soon as possible. The other party shall have ten days to respond.

The planned delivery times will automatically be shifted according to the duration of the force majeure.

Article 23. **Election of domicile**

For the execution of the present contract and its consequences, the parties respectively elect domicile at their registered offices.

Any change in the registered office or address of one of the parties shall not be binding on the other party until 15 days after it has been duly notified by registered letter with acknowledgement of receipt or by electronic message.

Article 24. **Costs and fees**

Each party shall bear the costs and fees of its counsel in connection with the drafting of this contract.