

TERMS OF BUSINESS FOR SHORT TERM, SEASONAL & PERMANENT PLACEMENTS

DEFINITIONS

The purpose of the contract is to define the conditions under which the Agency will provide the client with a recruitment or placement service which consists of matching the client's recruitment needs, or the client's job offers as defined in the special conditions and the mission letter, as detailed below.

1. DEFINITIONS

- 1.1 In these terms of business ("Terms") the following definitions apply:
Agency means Amandine International Chef Placement registered in Monaco (No RCI 22S09180) whose trading address is 7-9 Rue Louis Aureglia, 98000, Monaco.
Candidate means the person introduced by the Agency to the Client for an Engagement.
Client means the person, firm or corporate body together with any subsidiary or associated company of the person, firm or corporate body to whom the Agency introduces a Candidate with a view to an Engagement.
Engagement means where the Client retains a Candidate for employment by the Client or any third party, on a permanent or short-term basis, or any other engagement whether the employment or other contract between the Candidate and the Client is in writing or not.
Instructions means the instructions given to the Agency by the Client for the Agency to search for a Candidate for an Engagement including but not limited to freelance, permanent and short term contracts.
Introduction means when one or more of the following takes place:
 i. the provision by the Agency to the Client of a curriculum vitae or information, verbally or in writing, which identifies the Applicant; and which leads to an Engagement of that Applicant.
 ii. the Client interviews a Candidate in person or by telephone, following the Client's instruction to the Agency to search for a Candidate
Introduction Fee means the fee payable by the Client to the Agency in accordance with clauses 5 & 6.
Remuneration includes total gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable non-taxable) fees payable to or receivable by the Candidate for services rendered to or on behalf of the Client.
 Unless the context requires otherwise, references to the singular include the plural.
 The headings contained in these Terms are for convenience only and do not affect their interpretation.
 The Agency will ensure to put in contact the client and the candidate. The agency will not have the authority to conclude a contract with a candidate on behalf of the client which retains the responsibility for negotiating the type of contract established between the parties.

2. CONTRACT – DURATION OF THE MISSION

- 2.1 These terms constitute the contract between the Agency and the Client and are deemed to be accepted by the Client upon completion of an Introduction to, or the Engagement of a Candidate or the passing of any information about the Candidate to any third party following an Introduction.
 2.2 These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a duly authorized officer of the Agency, these Terms prevail over any other terms of business or purchase conditions put forward by the Client.
 2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Agency and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.
 2.4 The present contract comes into force on the date of acceptance by the Client of the present terms and conditions for which the Client shall provide the Agency the notification of his approval in writing.
 2.5 The present contract is concluded for a period of twelve months and will be renewable for a second period of twelve months on simple request of the client.
 Furthermore, the present contract will be automatically renewed for a new period of twelve months as soon as the Client ask the Agency to recruit a new candidate.

2.6 Independently of the duration of the contract the Client shall proceed with the payment of the introduction fee under conditions defined as the article 6 below.

3. SERVICES

- 31 The Agency acts as a candidate recruitment agency on behalf of the client.
 32 The Agency agrees to make Introductions to the Client of Candidates that the Agency believes will meet with the Client's Instructions.
 33 When making a request for the provision of a Candidate to perform an Engagement the Client will give the Agency details of:
 3.3.1 the date on which the Client requires the Candidate to commence the Engagement and the duration or likely duration of the Engagement;
 3.3.2 the position which the Client seeks to fill, including the type of cuisine if applicable, the location at which, and the hours during which, the Candidate would be required to work, and any risk to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
 3.3.3 the experience, training, qualifications and any authorization which the Client considers is necessary for the Candidate to possess in order to work in the position;
 3.3.4 any expenses payable by or to the Candidate;
 3.3.5 the Remuneration and any other benefits which the Client would offer to a Candidate in the position which it seeks to fill; and
 3.3.6 the terms of the contract or where applicable the length of notice which a Candidate in such a position would be required to give, and entitled to receive, to terminate the Engagement with the Client.
 34 The Agency undertakes, within the framework of an obligation of means after having determined the need and having been specified the profile of the candidate sought, to evaluate and select the candidates corresponding to the required skills and to present them to the client. It is up to the client to judge the suitability of the candidate for the job. The client will therefore be solely responsible for the hiring of the candidate(s) presented. There can be no contractual link between the Agency and the candidates in the context of a possible recruitment by the client. No request for recruitment or placement may include any discriminatory criteria. The Agency shall not be held liable, in the case the candidate corresponds to the requested profile or in the case that the candidate presented by the Agency and employed by the client does not meet with the clients satisfaction.

4. NOTIFICATION OF ENGAGEMENT

- 4.1 The Client agrees:
 4.1.1 to notify the Agency immediately of any offer of an Engagement which it makes the Candidate; and
 4.1.2 to notify the Agency immediately that its offer of an Engagement to the Candidate has been accepted and to provide details of the Remuneration to the Agency.

5. INTRODUCTION FEES

- 5.1 A minimum Introduction Fee of €300 (plus VAT if applicable) applies to all Engagements.
 5.2 In the event that the Engagement is for a daily, weekly or monthly basis (less than 6 months) the Client shall pay the Agency an Introduction Fee equivalent to 20% of the Candidate's accumulated salary earned for the period(s) employed plus VAT if applicable.
 5.3 In the event that the Engagement is for a full time or fixed term placement of 6 months or more, the Introduction Fee shall be 6 weeks of the Candidates gross salary plus VAT if

applicable.

- 5.4 In the event that any Candidate introduced by the Agency to the Client is employed or re-employed directly by the client (with or without the Agency's involvement) within the period of 18 months from the date of our initial introduction of the Candidate, the Client will be charged the applicable Introduction Fee in accordance with clause 5.
 5.5 In the event the Client obtains any information and/or documentation pertaining to the Candidate from another source prior to our initial introduction, the Client must inform us immediately. We reserve the right to claim the introduction and any applicable Introduction fee should the Client decide to use the information.
 5.6 The Client shall be responsible for paying the Candidate's Remuneration directly on an hourly/daily/monthly basis (as agreed) including overtime payments, at a rate agreed between the Candidate and the Client.
 5.7 If the client makes a specific request, the Agency can provide the Candidate with regular timesheets for the Candidate to complete in relation to a freelance Engagement. The Client shall sign and verify the timesheets for each Candidate.
 5.8 Signature of the timesheets by an authorised person constitutes acceptance by the Client that the Candidate's services have been provided satisfactorily for the hours stated on the timesheet.
 5.9 If a Candidate submitted by the Agency is listed on an online database or social network, unless the Candidate has already been contacted by the Client before the Agency has sent the Candidate's details to the client, then the usual Introduction Fee will apply if the Client proceeds to book the Candidate.
 5.10 The usual Introduction Fee will apply for any Candidate submitted by the Agency and subsequently engaged by the Client unless the Client has notified the Agency that they had previously received the Candidate's details from another source (in relation to the same brief) and provided satisfactory evidence to demonstrate this.

6. PAYMENT OF THE INTRODUCTION FEE

- 6.1 The Client shall pay the Agency an Introduction Fee calculated as a percentage of the Remuneration of the Candidate in accordance with clause 5.
 6.2 An Introduction fee calculated in accordance with clause 5 will be charged in relation to any Candidate engaged as a consequence of or resulting from an Introduction by or through the Agency, whether direct or indirect, within 18 months from the date of the Agency's Introduction.
 6.3 Where the amount of the actual Remuneration is not known the Agency will charge a fee calculated in accordance with clause 5 on the minimum level of remuneration applicable for the position in which the Applicant has been engaged with regard to any information supplied to the Agency by the Client and/or comparable positions in the market generally for such positions.
 6.4 The Client will be invoiced for the full Introduction Fee at any time after that Candidate's Engagement has been confirmed by the client, or at a time otherwise agreed between the Agency and the Client.
 6.5 The Client agrees to pay the Introduction fee within 14 days of the date of invoice or before the Engagement commences, whichever date comes first.
 6.6 The Agency is entitled to charge interest on invoiced amounts unpaid after the due date for payment at the rate of 4% per annum above the applicable French legal interest rate (both before as well as after any judgment).
 6.7 The Agency may recover from the Client on an indemnity basis the Agency's reasonable costs and expenses (including legal fees and management time) incurred by the Agency as a result of the Agency recovering, or attempting to recover overdue Introduction Fees.

7. REFUNDS / TERMINATION OF ENGAGEMENT

- 7.1 In the case of freelance placements, should the Candidate not complete the Engagement and both the Agency and the Candidate have been notified in writing within one working day of the termination of the Engagement, then the Agency may at its discretion offer a fee rebate for any full weeks not worked. In the event of the Client's failure to complete these notification requirements, the Agency reserves the right to charge a penalty fee of one week.
 7.2 Should the Client re-engage a Candidate within 18 months of the commencement of the original Engagement for which a refund has been given the Client shall pay the Agency a full Introduction Fee for that re-engagement, in accordance with clause 5, and no refund policy under this clause 7 shall apply to that re-engagement.
 7.3 In the case of permanent placements if the candidate leaves employment within the first month the Agency agrees to find a replacement candidate at no further charge assuming the original fee has already been paid however no refund will be given unless otherwise agreed in writing between the Agency and the Client.

8. CANCELLATIONS

- 8.1 The Agency reserves the right to charge a cancellation fee for any assignments cancelled by the Client.
 8.1.1 Assignments cancelled with less than one week's notice will incur a cancellation fee equal to 100% of the Agency Introduction Fee.
 8.1.2 Assignments cancelled with between one week and one month's notice will incur a cancellation fee equal to 50% of the Agency Introduction Fee.
 8.1.3 For assignments cancelled with more than one month's notice, the Agency may at its discretion offer either a credit note, or a partial or full refund.
 8.2 If the Candidate cancels the assignment the Agency will try to find a suitable replacement candidate. If the Agency is unable to find a replacement candidate then a full refund will be given.

9. CLIENT OBLIGATIONS TO THE CANDIDATE

- 9.1 The Client agrees to pay the rate of the Candidate as agreed at the commencement of the Engagement, in addition to any agreed expenses.
 9.2 The Client is responsible for all relevant contributions and tax obligations applicable to the kind of contract selected by the client.
 The client assisted by his counsels must choose the relevant contract they wish to conclude with the candidate according to their needs, the candidate's wishes and the legal rules applicable to this contract.
 9.3 For the duration of the Engagement, the Client is deemed to be the employer of the Applicant and is responsible for all obligations resulting from the labor law applicable to the location of the assignment.
 9.4 The Agency cannot be held liable for any faults committed by the selected candidate during the execution of the contract, as its mission ends at the end of the selection of candidates requested by the client.

10. INTRODUCTIONS & CONFIDENTIALITY

- 10.1 The Client undertakes not to introduce the Candidate to any third parties. In the event that the Client introduces a Candidate to a third party and the Candidate is subsequently engaged or employed by such third party within 18 months after the Introduction of the Candidate to the Client by the Agency, the Client shall pay to the Agency an indemnity set at the amount of the introduction Fee in accordance with clause 5 as if the Candidate had been engaged by the Client through the Agency.
 10.2 If a Candidate introduced by the Agency is either (a) subsequently re-introduced to the Client by a third party and/or (b) an approach is made by the Client directly and/or (c) the Client solicits the Candidate and as a result of one or more of these events an Engagement is made, then an Introduction Fee under clause 5 shall be payable as if the Candidate had been introduced by the Agency.
 10.3 All information supplied by the Agency to the Client in connection with the Engagement of the Candidate will be kept confidential by the Client and the Client shall not disclose such information to any third party other than an employee of the Client who requires the information in the course of the Client's business, provided that the employee is bound by the same conditions of confidentiality.
 10.4

10.5 **Protection of personal data**
Pursuant to Law 78-17 of January 6, 1978 as amended by Law No. 2018-493 of June 20, 2018, it is recalled that the personal data requested from the Client is necessary for the processing of its request and for example but not limited to the preparation of invoices, The processing of information communicated to the Agency, completed all the legal requirements in terms of personal data protection, the information system used to ensure optimal protection of such data and in particular the RGPD, as well as any other legislative or regulatory provision in force, the information system used to ensure optimal protection of such data.
The methods of collection and processing of personal data as well as the rights of the Client with respect to such data can be consulted in the section "Client's Privacy Policy".
The Client has in accordance with national and European regulations in force, a permanent right of access, modification, rectification, opposition, portability and limitation of the processing of information concerning him.

11. SUITABILITY & REFERENCES

- 11.1 The Agency shall use its reasonable endeavor to verify the suitability of the Candidate for the Engagement in line with the Instructions and any qualifications that the Candidate requires for the Engagement, but the Agency does not guarantee the suitability of the Candidate.
- 11.2 The Client undertakes to use reasonable skill and care as would be expected of a normally prudent and diligent employer to satisfy itself as to the suitability or otherwise of any Candidate for the Engagement.
- 11.3 The Client is responsible for obtaining work permits and or such other permission to work as may be required for the arrangement of medical examinations and/or investigations into the medical history of any Candidate, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Candidate is engaged to work.
- 11.4 If upon commencement of the assignment the Candidate is found to be unsuitable it is the responsibility of the Client to notify the Candidate of the termination of the Assignment in accordance with the relevant notice periods. The Client remains responsible for paying the Applicant for all of the hours/days worked in addition to the notice period payments, as detailed in the agreement at the start of the assignment.
- 11.5 As part of its standard background checks on all candidates, The Agency does not run criminal record checks unless specifically requested by the client. If this service is requested by the client an additional fee would apply.

12. DETAILS OF THE CLIENT

The Client authorizes the Agency to advertise the availability of the position or positions, which the Client engages the agency to seek or fill.

13. LIABILITY

The Agency shall not be liable under any circumstances for any loss expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Agency seeking a Candidate for the Client or from the Introduction to or Engagement of any Candidate by the Client or from the failure of the Agency to introduce any Candidate. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence.

14. APPLICABLE LAW AND JURISDICTION

This contract is submitted to French law. Any dispute shall be submitted to the exclusive jurisdiction of the Commercial court of NICE, unless both parties are non-commercial parties.

