

## 1. PURPOSE – PRECEDENCE OF DOCUMENTS

1.1. These Terms and Conditions (hereinafter referred to as the "GTS") determine the terms and conditions applicable to any Order entered by a Customer pursuant to Services entrusted to Anywr.

## 2. DEFINITIONS

2.1. **Anywr**: means the relevant ANYWR company(ies) as defined in page 2 of this document.

2.2. **Anywr Group**: means the companies Controlled whether directly or indirectly by COOPTALIS SAS, the holding company of ANYWR.

2.3. **Deliverables** means the documentation and reports agreed for the relevant Services.

2.4. **"Order(s)"** means any purchase order and amendments thereto, placed by the Customer under these GTS.

2.5. **"Force Majeure"** is defined as any unforeseeable event which prevents ANYWR from performing its obligations. In any case, the following events shall be interpreted as cases of *Force Majeure*: labor strikes affecting ANYWR or its subcontractors, initiation of bankruptcy or receivership or the imposition of court appointed management, major disruptions of the market on which ANYWR intervenes including pandemics, wars, riots, civil strikes...

2.6. **"Services"** refers to the various Services entrusted by the Customer to ANYWR as detailed in the relevant STC...

2.7. **"STC"** refers to the specific terms and conditions of ANYWR applicable for a range of entrusted Services, it may include the RACI for the relevant activities, the applicable deadlines and quality commitments, the applicable workflow, the standard pricing conditions and any other specific conditions relevant to the particular stream of Services.

2.8. Precedence. In case of inconsistency between the applicable documents (herein the **"Applicable Documents"**) the order of precedence shall be as follows: (a) the Order (b) the STC (c) these GTS.

## 3. ISSUANCE AND ACCEPTANCE OF CUSTOMER ORDERS

3.1. **Issuing**. The Customer may place Orders over the internet, by mail, fax, electronic data exchange or any other means for all or part of the relevant Services.

3.2. **Acceptance**. ANYWR shall acknowledge the acceptance of the Order within a maximum period of two (2) working days of the Order being sent, the acceptance of the Order shall be in writing, electronic data exchange or by email.

## 4. MODIFICATIONS

Each Party may submit proposals for the modification of the Services. Any Major Modification affecting the conditions agreed in the Applicable Documents shall be subject to a detailed quote by Anywr and shall be accepted by both Parties. Anywr may suspend the provision of all or part of Services without incurring any liability until an agreement is reached on the amended Order. Major Modification include notably the elements set out in each relevant STC.

## 5. DELIVERY TIMES

5.1. **Deadlines**. The Parties may agree on a Service Level Agreement detailing the agreed lead-times for performance of the Orders. The delivery dates featured on the Order shall otherwise be deemed as indicative and Anywr shall make reasonable efforts to comply with the deadlines set herein. Anywr undertakes to notify the Customer within a reasonable period of any event which could lead to a delay, and to set out a plan of corrective action to redress this situation.

5.2. **Delay**: Unless otherwise agreed with Customer, all timelines included in the Applicable Documents are indicative. Anywr shall not incur any liability in the event of a case of *Force Majeure* or *Client failure* or *default affecting the performance of the Order*. The Customer shall be notified of all cases of *Force Majeure* within three (3) working days of their detection. Under all circumstances,

## 6. ACCEPTANCE OF SERVICES

The Customer shall take position within a maximum period of five (5) working days starting from the delivery of the relevant Services. In case the Services are mutually agreed as non-compliant, the Customer shall be allowed to withdraw a proportional part of payment until correction of the non-conforming Services by ANYWR. Provided Services cannot be corrected or are not corrected within a reasonable period of time, the Customer may claim refund of the non-conforming part of the Services.

6.1. **WARRANTIES** –Provided warranties are available in the STC for the relevant range of Services, the duration of such warranty is as specified in the STC. Anywr shall, as mutually agreed with the

Customer, (i) immediately replace the faulty deliverable, or, (ii) reiterate the non-compliant Service and such available remedy shall constitute the exclusive remedy of Customer for such defect.

## 7. BILLING – PAYMENT

7.1. Prices are fixed and firm the extent of (1) Any Major Modification requested by the Customer after acceptance of the Order (2) the occurrence of a Hardship situation as detailed in Article 16 herein (3) for pluri-annual commitments, application of the escalation formula. Prices do not include disbursement incurred for the provision of Services, for such costs Anywr will provide a quotation to Customer for validation.

7.2. **Invoicing**. The invoicing shall be made in accordance with the payment plan agreed in the Order or by default, subject to rules set out in the relevant STC for the relevant range of Services.

7.3. **Payment**. The payment time for any invoice dispatched shall be 15 days net from the date of issuance of the invoice.

7.4. **Interests for late payment**. Any delay in payment shall, *ipso jure*, lead to the imposition of (i) a penalty for late payment, payable the day after the payment date specified on the bill, calculated on the basis of the last refinancing rate of the European Central Bank plus ten (10) points of percentage.

## 8. LIABILITY AND INSURANCE

8.1. **General liability/liability limitations**. ANYWR undertakes to provide compensation for all direct damages suffered by the Customer when these damages are the result of full or partial failure to observe or comply with one or more of its contractual obligations. Any loss of revenue, chance, profits, or reputation shall be considered as indirect damages for the purpose of interpretation of the clause hereabove.

Each Party shall be liable for, and indemnify the other Party, its directors, representatives, employees and insurers from all claims related to liability or damage caused to the goods or employees of the other Party or third parties, due to a Party's failure or omission in performance of its obligations.

Unless otherwise agreed in the relevant Order, and except for (1) damages caused to goods or persons (2) in case of willful misconduct or gross negligence, the liability of ANYWR pertaining to the breach of any its obligations under the Applicable Documents shall not exceed an amount equivalent to the value of the relevant Order.

8.2 **Insurance**. Each Party undertakes to take out and maintain a comprehensive liability insurance for the purpose of covering the performance of their respective obligations herein. ANYWR undertakes to provide the Customer with a professional liability insurance certificate yearly, which certificate shall specify the maximum coverage amount.

## 9. TERMINATION

Without prejudice to ANYWR right to compensation, ANYWR reserves the right to and/ or suspend all its contractual relationships, or terminate these GTS and/or all or part of the ongoing Order(s): in the event of (A) failure of Customer to pay any of the amount set in the Order not remedied within a period of thirty (30) days from ANYWR written notice thereof, or, (B) §.13 - Personal Data Management by the Customer or (C) in case of breach of §.15 - Ethics and Compliance rules.

In addition, each Party may cancel an Order for convenience by written notice. In the case of cancellation by Customer, and, provided ANYWR has conducted measures for performance of the relevant Order as documented to Customer, ANYWR shall be eligible as a compensation to an amount equivalent to 75 % of the full Order price. The compensation shall be limited to 25 % of the Order price in any other case.

## 10. CONFIDENTIALITY

Each Party undertakes to keep confidential, for the duration of the Order and an additional period of three (3) years after its expiry and/or termination, information of any nature and in any form which has been made accessible by the other Party during pre-contract negotiations, as well as during the fulfillment of the Order. The receiving Party is prohibited, unless they receive prior written consent from the disclosing Party, from (i) divulging the confidential information of third parties for the above-mentioned period, (ii) using confidential information divulged to reproduce or enable the reproduction by a third party of the Services, similar products or related products, or for any other purpose than the fulfillment of the Order. This obligation is a results-based obligation. The receiving Party undertakes to refrain from disseminating the disclosing Party's confidential information required by its employees to fulfill the Order. In addition, each Party shall ensure their personnel and potential sub-contractors observe the confidential nature of the said information.

## 11. INTELLECTUAL AND INDUSTRIAL PROPERTY

11.1. **Proprietary Knowledge** – All Parties shall maintain full legal ownership of their proprietary knowledge, including but not limited to all elements of know-how, proprietary information (processes, knowledge, methods, algorithms, specifications, data, software code source...), intellectual property rights and titles held or controlled prior to the Order, or obtained, created or developed independently from the fulfillment of the Order. If the use ANYWR's proprietary knowledge proves to be necessary for the performance of its obligations under the Order, ANYWR shall grant Customer a non-exclusive license for use thereof. Any further license on ANYWR background IP rights is subject to a specific written agreement on the content and conditions of the license. In any case, the Parties expressly agree that the methodologies used by ANYWR for the performance of the Services, or developed during the performance of the Services, remain the exclusive property of ANYWR.

11.2. **Ownership of Foreground IP** – ANYWR shall have full and total ownership of all IP rights -deriving from Services carried out as part of the Order, including in particular any inventions, documents, software and their evolutions, data and specific know-how (technical or otherwise) developed or obtained during the fulfillment of the Order and directly related to the performance of the said Order (hereinafter the "Foreground IP"). ANYWR shall grant Customer a worldwide, non-exclusive license to the Deliverables, limited to internal use and subject to strict compliance with ANYWR's Confidential Information.

11.3. **Infringement**. The Customer shall indemnify ANYWR against any infringement claims from third parties in terms of Intellectual or Industrial Property related to IP rights made available to ANYWR for the performance of the Order.

## 12. ASSIGNMENT – SUBCONTRACTING

The Parties are not entitled to assign or sub-contract any of their respective rights and obligations under any Order without the acknowledgement of the other Party. Per exception, Anywr is entitled to assign or subcontract all or part of its obligations to another company of the Anywr Group.

## 13. PERSONAL DATA MANAGEMENT

13.1 **General** - ANYWR and the Customer undertake to comply with the provisions of the European Data Protection Act and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (The GDPR).

13.2 **Processing carried out by the Customer** - Customer's personal data, including those relating to its Personnel, are transmitted by the Customer in its capacity as data controller. Customer is accountable for the data used in the context of the Services. The Customer shall ensure that the data of its personnel is adequate, relevant, not excessive, updated for the provision of the Services.

13.3 **Processing carried out by ANYWR** - ANYWR collects and processes personal data to put a company in contact with talents for recruitment, to assist them in the search for career opportunities, to provide advice on recruitment, to find accommodation and to carry out immigration procedures. ANYWR primarily processes the personal data provided by the Customer and by the Talents except for immigration procedures where ANYWR may act as a data controller or data processor depending on the specific service and contract.

13.3.1 **Data Processor** - When ANYWR acts as a data processor for immigration procedures, it will process the personal data provided by the Customer and the Talents in accordance with the Customer's instructions and solely for the purpose of completing the immigration procedures. ANYWR will not use the data for any other purpose and will not disclose it to any third party without the Customer's prior consent.

13.3.2 **Data Controller** - In specific cases related to immigration procedures, ANYWR may act as a data controller and collect personal data directly from the concerned data subject (herein the "Talents"). In such cases, ANYWR will be responsible for complying with all applicable data protection laws and regulations.

13.4 **Transfers of Personal Data** - The Customer acknowledges that ANYWR may transfer personal data to its affiliates and subcontractors located outside of the European Economic Area. ANYWR will ensure that any such transfers are made in accordance with the GDPR, and that appropriate safeguards are in place to protect the personal data.

13.5 **Security Measures** - ANYWR has implemented appropriate technical and organizational security measures to protect personal data from unauthorized access, disclosure, alteration or destruction.

13.6 **Data Subject Rights**- The Customer and the Talents have the right to access, rectify, erase, restrict the processing of, and port their personal data. They also have the right to object to the processing of their personal data and to withdraw their consent at any time.

13.7 **Data Protection Officer** - The Customer and ANYWR shall each appoint a Data Protection Officer (DPO) to oversee compliance with the GDPR. Rights by individuals may be exercised by contacting ANYWR DPO at [dpo@anywr-group.com](mailto:dpo@anywr-group.com).

**13.8 Data Retention** - ANYWR will retain the personal data of the Customer and the talents for the period necessary to perform the Services, in accordance with applicable legal and contractual requirements. The specific data retention periods for each data type will be detailed in the Specific Conditions.

**14. PUBLICITY – MARKETING**

Upon written or email request, and subject to validation of the relevant communication mean and layout which shall not unreasonably withheld, the Customer will grant ANYWR and its Affiliates Companies a limited and non-exclusive license to reproduce its trademarks, logos and corporate names for marketing and publicity purposes.

**15. ETHICS – COMPLIANCE**

The Parties are not only committed to complying with their contractual obligations related to the Services but are also committed to comply with “Ethics and Compliance Rules” as detailed herein: both Parties should conduct their business activities with uncompromising honesty and integrity and warrant that their officers, directors, representatives, agents and employees act in compliance with all related tax, anti-money laundering, health and safety rules at work, environmental protection laws and treaties, prohibition of the use of child labor and any other form of forced or compulsory labor international regulations and treaties; any form of discrimination within their company or with regard to their respective suppliers or subcontractors, compliance with export control rules and economic sanctions laws, corruption and anti-bribery laws and any other similar regulations in any jurisdiction in which they operate.

In particular, the Parties shall strictly comply with applicable anti-bribery and corruption laws including without limitation the French Loi Sapin II and the US Foreign Corrupt Practices Act.

The Parties shall not offer, promise, give, request or receive any bribes or other corrupt payments involving any private or public natural or legal persons. Neither Party may intentionally nor by negligence do anything likely to cause the other Party, their shareholders, affiliates, directors, officers or employees to be in breach of all applicable laws relating to bribery and corruption.

The Parties shall set-up and maintain a program designed to ensure compliance with “Ethical Rules”, including the implementation of an education and training program and other measures reasonably calculated to prevent and detect violation of applicable laws.

**16. HARDSHIP**

In case the continued performance of its contractual duties has become excessively onerous due to an event beyond its reasonable control which it could not reasonably have been expected to have taken into account at the time of the conclusion of the contract; and that it could not reasonably have avoided or overcome the event or its consequences, Anywr may claim revision of the terms and conditions and, the Parties will be bound, within a maximum period of one (1) month, to negotiate alternative contractual terms which reasonably allow for the consequences of the event.

Provided no alternative contractual terms which reasonably allow for the consequences of the event are agreed by the Customer Anywr shall be entitled to the termination of the ongoing Order(s).

**17. NON-SOLLICITATION**

Customer shall refrain from recruiting any present or future collaborator from any Anywr company. This prohibition applies regardless of the specialization of the employee concerned. It also applies if the proposed recruitment follows an initial request from the employee. This clause shall apply as long as the commercial relationship remains into force (as evidence by the Customer latest Order), and for a period of twelve months from its termination. In the event of non-compliance with this clause, the Customer shall pay to Anywr, as a penalty clause, an amount equal to six times the gross monthly remuneration of the employee concerned.

**18. APPLICABLE LAW – ASSIGNMENT OF JURISDICTION**

**18.1.** These GTS are governed the laws of Netherlands.

**18.2.** Any dispute related to the interpretation, fulfillment and/or termination of the Order which the Customer and Anywr cannot resolve amicably within 30 working days of the date of its occurrence shall be referred to the *competent court in Amsterdam*.

**19. INDEPENDENCE OF CLAUSES**

Any provision declared null and void according to applicable law or following a court ruling shall not be applicable, and shall be removed from these GTS, without affecting the validity of the other provisions contained therein.

Duly approved and signed on this day \_\_\_\_\_ by electronic signature:

\_\_\_\_\_  
*Anywr Netherlands/Settle Service B.V.*

\_\_\_\_\_  
*Client*