



GENERAL TERMS AND CONDITIONS OF THE AGENCY CONTRACT FOR SEARCH AND SELECTION OF AT HOME CHILDCARE SOLUTION

The present general terms and conditions complete the contractual documentation concluded with BeeBoo, namely the "recruitment application form" (hereinafter: the "form") and the "at home childcare search and selection agency contract" (hereinafter: the "**contract**").

BeeBoo is a sole proprietorship registered in the commercial register under IDE CHE- 195.694.921, whose seat is located at Ruelle des Galeries 10, 1248 Hermance and which is validly represented by Mrs Vaïluna Daligault.

A. Purpose of the agency contract

BeeBoo selects and recruits nannies (hereinafter: the "**candidate**") according to specific criteria beforehand defined by the client. BeeBoo only takes charge of the recruitment and the connection between the client and the candidate.

A discussion will be proposed by BeeBoo to talk with the client and address the aspects of the position to be filled.

The client specifies his needs to BeeBoo by providing full details concerning the type of work for which the candidate is sought.

The client acknowledges that BeeBoo will search, select and present a candidate on the basis of the recruitment form and that it will be shared with the candidate.

B. BeeBoo's obligations

BeeBoo will make every effort to present, as far as possible, one or more candidates who fulfil the criteria defined by the client. The latter is made aware that the more restrictive the selection criteria are, the more difficult it will be to present to him several candidates.

BeeBoo will ensure that the the candidate's skills are in line and as close as possible to the wishes of the client.

BeeBoo will devote its best care and will take all necessary steps as soon as possible.

The client is made aware that the candidate may have a notice expiring to respect with his employer. An application for a work permit (new or transfer) may also be necessary and thus postpone the candidate's entry date. The client is therefore advised to allow some time between the application for recruitment and the start of the job.



C. Client's obligations

The client commits itself to keep BeeBoo informed of its interest in a presented candidate as soon as possible after the file's submission. Without news from the client within 48 hours after the file's submission, BeeBoo is free to present the candidate to another client.

Once its choice is made on a candidate, the client and the candidate will agree on the terms of an employment contract or any other similar contractual relationship concluded exclusively between them. In this regard, the client commits itself to respect the in-force employment legislation and to provide a safe and healthy working environment to the candidate.

D. Independence of the parties

The client is made aware that BeeBoo will in no way be a party of the employment contract or any other similar contractual relationship concluded exclusively between the client and the candidate.

E. Exclusion of warranty

The research and selection of a candidate undertaken by BeeBoo do not replace in any way the in-depth study of the candidate's profiles by the client. Thus, BeeBoo disclaims any responsibility for the employment contract or any other similar contractual relationship that will be concluded exclusively between the client and the candidate.

BeeBoo disclaims any responsibility for actions committed by the candidate under the employment contract or any other similar contractual relationship that will be concluded exclusively between the candidate and the client.

BeeBoo is not responsible if a candidate refuses to conclude a contractual relationship with the client.

In no event can BeeBoo be responsible towards the client for any damage, including (but not limited to) indirect or consequential, including, but not limited to, loss, loss of profit, loss of business, loss of production, loss of contract or loss of business opportunity in connection with BeeBoo's agency contract.

F. Particular points in regarding the remuneration

The application fees and expenses are calculated in accordance with the contractual relationship between the client and BeeBoo.

Any amount due under the contractual relationship with BeeBoo must be paid within 10 (ten) days after the receipt of the invoice. In case of late payment, a reminder with a CHF 20.00 fee may be sent to the client.



a. Application fees

The application fees must be paid at the beginning of the agency contract. However, they may be deducted from the final invoice.

The application fees are not refundable if the client terminates the agency contract or if no candidate is selected by the client.

The application fees are only calculated for searches, selections and presentations carried out over a maximum period of 3 (three) months. If no candidate is selected by the client after the first 3 (three) months, BeeBoo will contact the client to ensure that he wishes to continue the agency contract. If so, an invoice for processing fees for the next 3 (three) months is again sent to the customer.

b. The commission

To establish the final billing, the client commits itself to provide BeeBoo with a copy of the contract concluded with the candidate, and any other document relating to the remuneration of the candidate.

The commission is due regardless of the duration of the contractual relationship agreed between the client and the candidate.

The commission is also due in the case where the customer hires the candidate within 12 (twelve) months after the presentation of his application by BeeBoo. This remuneration is due regardless of the reasons why the contract has been signed, including when the candidate has later directly contacted the client or vice versa.

G. Professional secrecy, duty of confidentiality

BeeBoo commits itself not to transmit to a third-party confidential information that it could have known in the context of the contractual relationship with the client. This applies in particular to documents of any kind, housing conditions, income and property provided by the client.

Any correspondence exchanged verbally, in writing or by e-mail is confidential. BeeBoo and the client commit themselves not to disclose them to third parties.

The application files belong exclusively to BeeBoo, it can in no case be transmitted to a third-party by the client, nor be used directly or indirectly.

The presentation of a candidate to a client by BeeBoo (directly or indirectly) is confidential and is done individually. If the client transmits the presentation of a candidate to a third-party within 12 (twelve) months after the presentation to the client by BeeBoo, involving the hiring of the candidate, the client is required to pay BeeBoo an amount of CHF 5,000. This amount is due even in the absence of damage to BeeBoo.



H. Use of personal data of the client

The client's personal data may be collected and processed by BeeBoo or by any person or company with whom it collaborates in the context of the agency contract. BeeBoo commits itself to process the customer's data in accordance with the legislation in force.

The client allows and expressly gives his consent to BeeBoo so that it can in particular:

- Forward its registered data to a third-party insofar as this is essential for the agency contract;

- Use the client data to send him advertising or targeted offers by e-mail or other forms of communication.

I. Duration and termination of the agency contract

The agency contract may be terminated by either party at any time in writing. If BeeBoo terminates the agency contract on the grounds that the client does not follow up on an invoice, said termination is not considered to be given at an inopportune juncture. Unless otherwise agreed, the contract ends at the time of the conclusion of the contractual relationship between the client and the candidate presented by BeeBoo.

J. Mandatory prior mediation

In case of disputes or claims arising from or relating to the contractual relationship with BeeBoo (including the validity, invalidity, possible violations of the contract or these general terms and conditions or their termination), the parties already agree to use mediation before going to court. Unless otherwise agreed, each party shall bear half the costs of the prior mediation procedure. The seat of the mediation shall be Geneva and the mediation shall be conducted in French.

K. Competent authorities and applicable law

If the mediation fails, any dispute shall fall under the exclusive jurisdiction of the courts of Geneva, subject to contrary mandatory law.

This contract and the general terms and conditions of BeeBoo are exclusively governed by Swiss law.