

French contractual terms dated 7 August 2026 prevail

Article 1. Parties, purpose and scope

These general terms of sale govern services ordered from monRH@moi, a trading name of SALCIFI, a French simplified joint-stock company (SAS) with share capital of €100, registered office at 34 chemin du Routoir, 67400 Illkirch-Graffenstaden, France, registered with the Strasbourg Trade and Companies Register under number 807 521 729 (monRH@moi), by clients acting exclusively for business purposes. They do not apply to consumers.

They form the basis of the commercial relationship. Any special terms and the accepted quotation prevail over these terms in the event of conflict. The Client's purchase terms apply only if expressly accepted in writing by monRH@moi.

Article 2. Pre-contract information and contract formation

Before ordering, the Client receives the quotation, these terms and any pricing sheets referenced by the quotation on a durable medium. The contract is formed when the Client accepts the quotation and these terms by handwritten or electronic signature or other unambiguous written acceptance. The signatory warrants that they are authorised to bind the Client.

The contractual documents rank as follows: the quotation and its special terms, these terms, then the referenced pricing sheets. The applicable version is the version accepted when the order is placed. A later version does not amend an existing contract without the Client's agreement, subject to the price review in Article 5 and any mandatory provision taking immediate effect.

This document is an English convenience translation of the French professional terms dated 7 August 2026. The French version supplied with the quotation is contractual and prevails if the wording differs, unless the accepted quotation expressly provides otherwise.

Article 3. Services and reasonable skill and care

Depending on the quotation, monRH@moi provides fractional HR leadership, HR compliance audits, HR management, administrative and employee-relations support or payroll coordination. The quotation defines the scope, deliverables, exclusions, timing and, where relevant, the operating sites concerned.

monRH@moi must use reasonable professional skill and care but does not guarantee a specific outcome. Under French law, this is an obligation de moyens. The Client remains the employer, decision-maker and signatory of acts concerning its personnel. It validates the options presented and assumes its decisions, without prejudice to monRH@moi's responsibility for its own faults.

Legal information and document drafting are ancillary to the HR engagement and are provided within the limits of French law. monRH@moi never represents the Client in court: it prepares the HR file and coordinates the authorised third party chosen by the Client. Before a French employment tribunal, the Client acts in person or is assisted or represented by a person authorised under Articles R1453-1 and R1453-2 of the French Labour Code. Permitted representation before administrative bodies remains possible under a written mandate.

Article 4. Project work and subscription

Project work is limited to the engagement described in the quotation. A subscription includes the services and intervention volume stated in the quotation and pricing sheet. Unless otherwise agreed, unused monthly time is neither carried forward nor refunded; work is scheduled according to the needs, priorities and statutory deadlines notified by the Client.

A preliminary audit, where included, is a separate service whose conclusions are based on the documents and information supplied at the review date. It identifies gaps and recommended actions without guaranteeing the absence of risk or the outcome of an inspection or dispute.

Article 5. Prices, billing base and expenses

Prices are in euros excluding VAT; applicable taxes are added. Unless the quotation states otherwise: HR advice €164.84 per hour or €1,648 per day; preparation, drafting or travel up to two days €99 per engagement; subscription €98.90 per month for each employee working at least 65 hours per month and €49.45 below 65 hours or for a paid intern. HR audit: €689 / €849 / €1,049 / €1,589 per audited French establishment for the 1–10 / 11–19 / 20–49 / 50–99 FTE brackets. The bracket uses the total FTE headcount of the French employing company under one SIREN, all SIRET establishments combined. A French company with 27 FTEs across Paris and Lyon falls within the 20–49 bracket: €1,049 excluding VAT for each establishment audited. A €200 audit rebate applies if an eligible subscription is entered into within three months after the audit report.

For subscriptions, the full rate applies to each employee or apprentice working at least 65 hours per month and to each director with employee status who receives a payslip. The half rate applies to each employee working less than 65 hours per month and each paid intern.

Self-employed directors, temporary-agency workers and contractors are excluded from the billing base unless the quotation states otherwise. An unpaid intern is not counted until the Client requests individual HR work concerning that person. The half rate applies from such a request, for example for a voluntary allowance, meal vouchers or another individual HR measure.

The invoice is adjusted to the actual workforce, with a correction the following month. A non-EU/EEA national requiring a particular right-to-work procedure before hire enters the billing base when that procedure starts. Completed work remains payable if the hire does not proceed for a reason not attributable to monRH@moi; it is refunded or credited if failure results from monRH@moi's fault.

External purchases and pass-through expenses are recharged at cost with evidence after prior approval, except for urgent action necessary to protect the Client's interests. Prices are firm during the initial commitment. They may subsequently be revised for renewed monthly periods after prior notice; the Client remains free to terminate under Article 6.

Article 6. Duration, renewal and termination

The subscription runs for a firm six-month period from the date stated in the quotation and then renews for successive monthly periods. After the initial commitment, either party may terminate in writing on a durable medium with proof of receipt, giving 60 calendar days' notice ending on the last day of a month. The notice period starts on receipt.

The Client may expressly elect a reduced notice period of 30 calendar days ending on the last day of a month. In that case, the final complete subscription month is billed at the undiscounted rate applicable on the termination date.

For a sufficiently serious breach, the non-defaulting party may terminate after a formal notice remains ineffective for 15 days, except in an emergency, where cure is impossible or in the event of unlawful conduct. Completed services and committed expenses remain payable; amounts paid for undelivered services are refunded.

Article 7. Invoicing and payment

Any invoice outside a subscription is payable on receipt unless the quotation specifies another period. The subscription is invoiced monthly and collected on the 14th of the service month after the invoice is sent. No discount is granted for early payment.

Late payment automatically attracts annual penalties of 20% on the unpaid VAT-inclusive amount from the day after the due date, without reminder, together with the statutory €40 recovery charge; additional evidenced recovery costs may be claimed. Eight days after an ineffective formal demand, monRH@moi may

suspend the engagement after informing the Client and taking reasonable protective measures; deadlines are extended accordingly.

Where required by law, invoices within the scope of French electronic invoicing are issued, transmitted and received through an accredited platform. Each party supplies and keeps current the information required for identification and invoice routing. Out-of-scope invoices may be sent by email or any other lawful means. Use of a platform does not alter the due date or payment terms.

Article 8. Client cooperation

The Client appoints an available contact and supplies accurate, complete and lawfully collected information on time. It identifies deadlines, responds to approval requests, supplies necessary access and reports any change affecting the engagement.

The Client remains responsible for its employer obligations, implementation of decisions and retention of originals. A failure may require a revised timetable, additional billing or a proportionate suspension after warning.

Article 9. Liability and insurance

Each party is liable for direct, foreseeable and evidenced loss caused by its breach. monRH@moi is not liable for consequences of incomplete or late information, a decision contrary to its advice, an undisclosed change, an independent third party or use outside the deliverable's purpose.

Subject to mandatory law, monRH@moi's aggregate liability is capped at the fees excluding VAT paid for the engagement during the twelve months preceding the event giving rise to liability or, if the engagement is shorter, its price excluding VAT. The cap does not apply to gross negligence or wilful misconduct, personal injury, where it deprives an essential obligation of its substance or where prohibited by law.

monRH@moi is insured with ACM IARD SA for HR consulting, subject to the policy terms: public liability €8,000,000 per claim; professional liability €2,000,000 per claim and insurance year.

Article 10. Force majeure

Neither party is liable for an impediment meeting Article 1218 of the French Civil Code. The affected party informs the other without delay and limits its effects. Prevented obligations are suspended. After 30 days, the parties seek an adaptation; after 60 days, either party may terminate the unperformed part without compensation. Completed services remain payable.

Article 11. Confidentiality, professional secrecy and conflicts of interest

Each party protects non-public information received, uses it only for the contract and discloses it only to persons who need it and are bound by confidentiality. After notice, the Client authorises disclosure to an authorised third party chosen by it of only the information necessary to protect its interests.

For legal consultation or document drafting directly related and ancillary to the HR engagement, under Articles 54, 55 and 60 of French Law no. 71-1130 of 31 December 1971, only legally authorised persons intervene. They are bound by professional secrecy under Articles 226-13 and 226-14 of the French Criminal Code and do not act where they have a direct or indirect interest. External professional involvement and fees require the Client's prior approval.

Disclosure required by law is preceded by notice where permitted. Any commercial reference requires written approval. Confidentiality continues for five years after the contract, without time limit for professional secrecy or trade secrets; personal data are governed by Article 12.

Article 12. Personal data and processing

monRH@moi is controller for its contact, contract and invoice data. For Client HR data, the Client is controller and monRH@moi acts as processor under Article 28 GDPR.

Processing is limited to the data and documents needed for the HR function defined in the quotation. It may concern employees, former employees, candidates, directors, worker representatives and beneficiaries, and relate to administration, pay, career, employee relations or working conditions. French social-security numbers and Article 9 special-category data are processed only where the engagement requires and law permits.

The Client warrants the lawfulness of its purposes, instructions and data. monRH@moi follows documented instructions, ensures confidentiality and risk-appropriate security, assists with rights requests, incidents and audits, flags unlawful instructions and promptly notifies personal-data breaches. At the end of the engagement, data are returned or deleted at the Client's choice unless law requires retention.

The Client generally authorises necessary subprocessors. monRH@moi gives prior notice of additions or replacements, permits objections on legitimate grounds, imposes equivalent obligations and remains responsible for performance. Transfers outside the European Economic Area are safeguarded under GDPR.

Article 13. Intellectual property and use rights

Each party retains ownership of its pre-existing materials. monRH@moi retains its methods, know-how, generic templates, marks and tools; third-party rights remain subject to their licences.

After payment, the Client may use, reproduce and internally adapt deliverables produced for it, and disclose them to its employees, representatives, authorities or advisers for their intended purpose. It may not resell, distribute or separately exploit monRH@moi's templates and methods without written approval.

As an exception to that internal adaptation right, monRH@moi's employment-contract models, including permanent and fixed-term contracts, apprenticeship annexes and job-description models remain exclusively owned by monRH@moi and no rights in them are assigned. Supplied PDFs may be used, reproduced and disclosed by the Client, its employees, representatives, authorities or advisers only for the contract, employee, role or process for which they were created. Without monRH@moi's prior written approval, the Client may not extract or reconstruct the template, adapt it for other situations, distribute it as a model, assign it, resell it or exploit it separately.

Article 14. Compliance, notices and evidence

monRH@moi may refuse a manifestly unlawful, dangerous or incompatible instruction. It explains why, proposes a compliant solution where possible and, in an emergency, suspends only the affected operation.

Exchanges and notices may be sent by email and retained on a durable medium. An electronic registered-delivery service may be used in accordance with Article L100 of the French Post and Electronic Communications Code. Unless mandatory law provides otherwise, a notice takes effect on evidenced receipt.

Article 15. Complaints, governing law and disputes

Reasoned complaints may be sent to qualite@monrhamoi.fr. The parties seek an amicable solution for 30 days, without preventing urgent action or suspending a statutory time limit.

French law governs the contract. If a clause is invalid, the remainder continues and, if needed, the parties replace it with a lawful clause of similar economic effect.

When both parties contracted as merchants, disputes about the contract's formation, validity, interpretation, performance or termination fall within the exclusive jurisdiction of the commercial chamber of the Strasbourg Judicial Court, including multiple defendants or third-party proceedings. Otherwise, statutory jurisdiction rules apply.