



## MAPLES GROUP

**Our ref** ETD/-/93057719v1  
**Direct tel** +353 87 721 8197  
**Email** Erica.DeRubertis@maples.com

Eva Nestor  
8 Hawthorn Drive  
Castleredmond  
Midleton  
Ireland

7 December 2022

Dear Eva

### **Offer of Employment**

I am delighted to offer you the position of Intern at MaplesFS Luxembourg SA ("**MaplesFS**" hereinafter called the "**Employer**") having its registered office at 12E, Rue Guillaume Kroll, L-1882 Luxembourg.

Your employment will start on 9 January 2023.

Please note, this offer of employment is subject to receipt of the following:

- (a) The provision of a satisfactory education reference;
- (b) Confirmation of your academic and professional qualifications (a certified copy is appropriate);
- (c) Proof of your identity (a copy of your passport or birth certificate will suffice); and
- (d) Receipt by MaplesFS that you have the requisite status to work in Luxembourg.

As a formality, I should also advise you that if any material problems are revealed by these normal checks, this may result in your offer of temporary employment being withdrawn or, if you have started work, your employment being terminated.

### Duration of your Employment

The Employer shall employ you and you agree to serve the Employer upon and subject to the terms of this letter agreement for a fixed term until 8 September 2023.

### Remuneration

The Employer shall pay you by direct bank transfer a basic salary of €14,400 gross (index: 877.01) per annum payable by equal monthly instalments on or about the 25<sup>th</sup> day of each calendar month (or such earlier date as the Employer in its absolute discretion may decide), after deduction of any social security contributions and income taxes in accordance with the applicable legal provisions, and which shall accrue rateably throughout your employment on a day to day basis. Your basic salary is subject to the variations

### **MaplesFS (Luxembourg) S.A.**

12E rue Guillaume Kroll L-1882 Luxembourg  
Tel +352 26 68 62 1 Fax +352 26 68 62 20 [maples.com](http://maples.com)

R.C.S. Luxembourg B 124.056 Regulated by the CSSF

of the official index on the cost of living as applicable in the Grand Duchy of Luxembourg (Current index: 877.01).

#### Place of Work

Your place of work will be the Employer's offices at 12E, Rue Guillaume Kroll, L-1882 Luxembourg or such other locations as the Employer may reasonably require for the proper performance of your duties. In particular, you may be required to work at any other location in Luxembourg and it is a condition of your employment to comply with any such requirement.

#### Hours of Work

The Employer's normal office hours are from 9.00am to 6.00pm Monday to Friday. You shall work during these office hours and will be entitled to a one-hour lunch break on each working day.

#### Confidentiality

In this letter agreement, the term **Confidential Information** includes (but is not limited to) the information described in the paragraph below and all information relating to the Employer's (and any member of the Maples Group's) internal procedures, manuals, policies and processes, identities of actual or prospective clients and information concerning them, details of any contracts with clients, business plans and policies, marketing strategies, research results, financial reports, budgets, pricing structures and/or pricing strategies, employee and partner information (including the terms of this Agreement), documents or records kept in any tangible or intangible form, know-how of the Maples Group (including but not limited to precedents, client training programmes, internal memoranda, designs, computer programmes, research activities, formulae and ideas), all techniques, methods, computer systems (including hardware, software and data) and all passwords or codes relating to them regardless of whether they are marked "confidential" (or similar) or not, together with any document marked "confidential" (or similar), or any information which you have been told is confidential or which you might reasonably expect the Employer and any member of the Maples Group would regard as confidential.

By signing this letter agreement, you acknowledge that during your temporary employment you will be exposed to information about the business of the Employer and the Maples Group and its or their clients that is privileged and/or confidential and/or is commercially sensitive and which may not be readily available to the general public and, which if disclosed, will be liable to cause harm to the Employer and/or the Maples Group and/or its or their clients.

You shall not at any time during your employment (except so far as is necessary and proper in the course of your employment) or at any time after your employment has terminated (however this occurs), whether directly or indirectly:

- (a) disclose or divulge to any person, firm, company or other organisation whatsoever; or
- (b) use, duplicate, copy, reproduce, transmit or otherwise deliver (whether physically or electronically and/or whether to yourself or to a third party) or publish for your own purposes or those of any person, firm, company or organisation whatsoever

any Confidential Information unless such Confidential Information is in the public domain or becomes public knowledge otherwise than as a result of a breach of duty on your behalf.

You shall use all reasonable endeavours to prevent the publication or disclosure of any Confidential Information and keep it safeguarded at all times and must ensure that all such Confidential Information in your possession is returned to the Employer immediately on termination of your employment.

You agree to provide such assurance to the Employer as it may reasonably require from time to time with respect to the non-disclosure, safeguarding and return of Confidential Information. You also agree to inform the Employer as soon as reasonably practicable in the event you are approached or asked by a third party to divulge or disclose Confidential Information.

These restrictions are designed in part to protect you and the Employer against liability for negligence and/or charges of "insider dealing" (i.e., using price sensitive information for personal or third party gain).

By signing this letter agreement you acknowledge that breach of the provisions of this confidentiality provision may result in disciplinary action being taken against you which may result in summary dismissal.

This Confidentiality provision shall survive and continue to apply notwithstanding the termination of your temporary employment.

#### Data Protection

The Employer collects a broad range of personal information relating to you in order to administer the relationship between you and the Employer, and for a number of other related purposes. Detailed explanation regarding why and how the Employer collects, uses, discloses, and otherwise handles your personal information (including an explanation of workplace surveillance undertaken by the Employer) is set out in the Employer's Staff Privacy Notice, a copy of which will have been made available to you. If for whatever reason you have not received the Employer's Staff Privacy Notice, you can find a copy on the intranet, or request a copy from the Employer. In order to manage its information security risks and operational risks in general, the Employer has implemented a range of workplace surveillance measures, including the monitoring of physical access to the Employer's offices through CCTV and electronic access control systems, as well as the monitoring of the use of the Employer's IT applications and systems through security systems. Further details regarding such measures are set out in the Employer's Workplace Surveillance Policy, a copy of which can be found on the Intranet.

#### Rules, Policies and Procedures

You must comply at all times with the Employer's rules, policies and procedures. Breach of any rules, policies or procedures may result in disciplinary action being taken against you, which may ultimately result in your dismissal before the end of the fixed period set out above.

#### Termination

Your employment will terminate on 8 September 2023 (or such later date as agreed between you and the Employer). In addition, your employment may be terminated earlier by either party giving to the other not less than two (2) day's written notice or otherwise as required by law.

#### Governing Law

This letter agreement shall be governed and construed in accordance with the laws of Luxembourg and is subject to the exclusive jurisdiction of the Luxembourg courts and tribunals.

Confirmation of Agreement

By signing this present employment agreement you confirm that you have read and understood the above and accompanying documents. Kindly return one copy of this letter to Erica De Rubertis by 9 December 2022.

In the meantime, should you need any further information or clarification, please do not hesitate to contact Erica De Rubertis.

Yours sincerely



Sandrine Legay  
HR Business Partner

I, **Eva Nestor**, confirm that I have read, understood and agree to the new terms and conditions set out within the letter agreement dated 7 December 2022 and that I have received, read and understood the provisions of the Staff Privacy Notice.

DocuSigned by:  
  
9A7D500338DB473

12/7/2022

**Name**

**Date**

Encl: Employer's Staff Privacy Notice  
Computer Network Policies and Procedures