



Scott & Owens  
CONSULTING

68 Rue Marie-Adélaïde, L-2128 Luxembourg  
RCS Luxembourg B211974

# UNLIMITED-TERM WORK CONTRACT

**SCOTT & OWENS**  
Consulting



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RCS Luxembourg B211974

**ENTERED INTO BETWEEN:**

**SCOTT & OWENS** Limited Liability Company,  
SARL capitalised at €28,750  
Head Office located at [68 rue Marie Adélaïde](#), L-2128 Luxembourg

Registered at RCS du Luxembourg  
Under number B211974

Represented by  
Mr Brice Marage, as Managing Partner and  
Mr Charles Filloux, as Managing Partner  
Hereafter the “**Company**”

**AND**

Miss **Haoyang WANG**, current address:

No. and Street: Residence Pandora, 14 square rene schwartz,  
City/ZIP code: 57100, Thionville,  
Country: FRANCE

Hereafter referred to as “**The Employee**”



**It is hereby agreed as follows:**

## **ARTICLE 1: NATURE OF THE CONTRACT**

Under the terms of the contract, the Company hire the Employee on an open-ended basis after obtaining a work permit from 4<sup>th</sup> of April 2022, subject to the fitness of the Employee for work duly recorded by the occupational physician in accordance with the legal provisions in force concerning occupational health services.

## **ARTICLE 2: DUTIES – WORKING HOURS – WORKPLACE**

### **2.1 Duties**

The Employee shall perform on behalf of the Company the duties of Consultant, without prejudice to a subsequent new assignment taking into account the professional and personal skills of the Employee and / or the needs of the Company.

### **2.2 Working hours**

The normal working hours are 40 hours per week.

The Company reserves the right to modify the working hours agreed upon with the Employee according to the needs and requirements of the Company.

The Employee expressly acknowledges that the work schedule is not a substantial part of this contract of employment.

Only additional hours performed by the Employee upon prior written request from the Company shall be considered as overtime.

### **2.3 Workplace**

The predominant workplace is the company's operating address.



The Employee shall make trips as required by his duties, according to the determined timetable and schedules.

The Employee may be required by his duties to make trips on behalf of the Employer both in Luxembourg and abroad.

### **ARTICLE 3: TRIAL PERIOD**

This contract is concluded with a trial period of six months, governed by the relevant legal provisions.

During the trial period, the contract of employment may be terminated at any time by the Company or the Employee, with a period of 24 days' notice.

The termination of the employment contract during the probationary period shall be notified to the other party in writing by registered letter with acknowledgment of receipt.

### **ARTICLE 4: REMUNERATION AND BENEFITS**

#### **4.1 Gross Monthly Salary**

The gross monthly salary is set at 3.500 Euros.

It will be paid monthly, net of withholding taxes and social security contributions on the terms in force in the Company.

The gross monthly salary will be subject to annual adjustment based on changes in the qualification and responsibilities acquired by the employee.

#### **4.2 Variable salary**



The Employee is hereby informed that he shall receive a variable remuneration, the conditions of which are fixed each year by the Company and presented in an amendment to the employment contract.

The Employee must in any case bear the tax deductions and the social contributions linked to the payment of the variable remuneration.

Payments will be made by the Company by bank transfer into the bank account number communicated by the Employee.

#### **ARTICLE 5: PREMIUMS, BONUSES AND OTHER BENEFITS**

The employee will receive monthly 18 meal voucher, taxable according to the rules in force in Luxembourg.

She may decide to benefit from the mutual insurance cover chosen by the Employer, subject to the Employee paying the statutory costs incumbent upon her, within the legal framework of the use by the Employee of this benefit.

Any benefit and/or payment that may be allocated to the Employee during the execution of this contract in addition to the agreed monthly remuneration shall be considered as an ex gratia payment of an exceptional and non-repetitive nature.

Thus, the Company may grant premiums, bonuses and other benefits to the Employee. The Company shall determine the amount freely based, in particular, on the duties performed by the Employee, his seniority, the results of the company, the quality of work provided by the Employee, his attendance, involvement and motivation and, generally, on the Employee's merits.

A premium or bonus granted to the Employee shall be paid by the Company in accordance with the timeframes and procedures laid down by the Company, subject to the cumulative fulfilment, by the payment date set by the Company, of the following conditions:

- this contract of employment has not been terminated



– and the Employee is still part of the Company.

The Employee acknowledges and agrees that any benefit and/or payment of premiums and bonuses that shall be allocated to him shall not create any vested right in his favor, regardless of the possibly repetitive nature of the payments/benefits made/granted.

The Employee must in any event bear the applicable tax deductions and social contributions.

Payments shall be made by the Company by bank transfer into the bank account number communicated by the Employee.

## **ARTICLE 6: ANNUAL LEAVE**

The Employee shall benefit from ordinary statutory annual leave.

Leave days shall be determined by mutual agreement with the Company, having regard to business needs.

It is the Employee's responsibility to submit the date of his leave by email, within the timeframe required by the Company, for the prior agreement of the Company manager in charge of human resources and/or leave requests.

## **ARTICLE 7: DECLARATIONS – CONDITIONS FOR THE PERFORMANCE OF DUTIES**

### **7.1 Declarations**

The Employee accepts the terms and obligations of this contract.

The Employee formally declares that he is not bound to any other company on the date of the conclusion of this contract and that he is free from any obligation to his previous employer.

In particular, the Employee declares that he is not bound by any non-compete clause that may hinder the conclusion of this contract.



## 7.2 Conditions for performing duties

### 7.2.1 Procedures

In accordance with the procedures and forms of transmission defined by the Company, the Employee shall send the "Time Statement" in force in the Company to the attention of the Company manager in charge of time statements no later than the last day worked each month.

More generally, the Employee undertakes to respect the procedures and operating rules implemented within the Company.

In particular, the employee shall comply with the requirements defined within the framework of the quality system and the IT and confidentiality charter in force in the Company.

Compliance with procedures is fundamental in the interests of both the Employee and the Company.

### 7.2.2 Exclusivity of service

During the execution of this contract, the Employee:

- Must professionally devote all his activity and effort to the Company, his exclusive employer, and therefore is prohibited, unless with the prior written agreement of the Company, from carrying out another professional activity, either for his own account or for third parties;
- Is prohibited, without the prior written consent of the parties, to take an interest, directly or indirectly, in any way or in any capacity whatsoever (as an employee, self-employed person, one-person company, partner, managing agent, etc., or even as a sleeping partner) in any established business or any business that is being set up that is likely to compete with the Company.



### 7.2.3 Professional secrecy

The Employee undertakes not to disclose to third parties any information that he is aware of and/or holds as a result of his duties.

In particular, the Employee expressly undertakes not to disclose to third parties information concerning:

- The organization, activities, studies (administrative, commercial, industrial or financial) and/or the financial results of the Company and/or its clients ;
- The techniques, tools, documents, know-how, methods, projects, studies, trade secrets, software and/or patents, as well as any ideas relating to these areas, that are developed or implemented within the Company and/or among its customers and potential customers.

The Employee undertakes to comply with this obligation for the duration of this contract and for ten years following its termination date, regardless of the cause of termination.

Any breach of the provisions of this article 7 by the Employee shall result in the immediate termination of the employment contract for serious misconduct, without prejudice to the damages that the Company would be entitled to claim in compensation.

## ARTICLE 8: LOYALTY

The Employee undertakes to act fairly and in good faith in the performance of this contract of employment.

The Employee expressly undertakes not to cause any harm to the Company by his behaviour or in any other way.

In particular, during assignments on customer premises that are entrusted to the Employee, the Employee undertakes not to solicit and/or not to respond to a customer with a view to negotiating a potential job or any other form of collaboration. In the





event that such an offer is proposed to the Employee, the Employee undertakes to immediately inform the person in the Company in charge of customer relations.

Any breach of the provisions of this Article 8 by the Employee will result in the immediate termination of the contract of employment for serious misconduct, without prejudice to the damages which the Company would be entitled to claim for compensation.

### **ARTICLE 9: INTELLECTUAL PROPERTY**

The Employee acknowledges that the Company owns the rights related to the ideas, inventions and software developed by the Employee, alone or in collaboration, in the performance of his duties.

The Employee acknowledges that in the case of the Works ("documentation, methods and all other intellectual services") created by the Employee or in collaboration, under this contract, these works are carried out on the initiative and under the control of the Company, which is the exclusive owner and which alone is authorized to publish and disclose it under its name.

### **ARTICLE 10: CLAUSE FOR REPAYMENT OF ACCREDITED AND NON-ACCREDITED TRAINING**

The Company may ask the Employee to take training courses, which may or may not be accredited.

In the event of a termination of this contract of employment at the initiative of the Employee or the Company, the employee undertakes to reimburse :

- The costs of accredited training provided to the Employee during the year of termination of the employment contract and the two previous years minus the fixed allowance or state aid received by the Company for the training concerned



- All non-accredited training costs paid to the Employee during the year of termination of the employment contract and the previous year.

The Employee expressly accepts and authorizes the Company to retain the training costs for which reimbursement is due to the Company in accordance with the stipulations of the terms of the contract.

#### **ARTICLE 11: INCAPACITY FOR WORK**

If the Employee is unable to work due to illness or accident, he shall inform, on **the same day** of his unavailability, personally or through another person, by phone, email or fax, the human resources manager of the Company.

On **the third day** of his absence at the latest, the Employee must provide the Company with a medical certificate, to be sent by fax, email and registered letter with acknowledgment of receipt, attesting to his incapacity for work and the foreseeable duration of said incapacity.

#### **ARTICLE 12: RECOVERY OF DOCUMENTS AND MATERIALS AT THE END OF THE CONTRACT**

Upon termination of this contract, for any reason whatsoever, the Employee shall return to the Company all documents, files, keys, access codes and badges in his possession as a result of his duties.

He also undertakes not to keep any file(s), in any form whatsoever, arising out of or in connection with the business of the Company.

Such restitution shall take place at the Company's first request. The Employee shall not be entitled to rely on the fact that he needs documents, computer media, files or other objects to perform his work during the period of notice.



Nor can the Employee invoke any breach of an obligation that would still be incumbent upon the Company in his respect to avoid his obligation to return.

### **ARTICLE 13: INTERNAL REGULATIONS – IT AND CONFIDENTIALITY CHARTERS**

The Employee undertakes to act with consideration during the entire period of his employment with the Company.

The Employee agrees to respect all present and future policies, rules and procedures, of whatever description, which are deemed to form an integral part of this contract as soon as they have been brought to the attention of the Employee, without it being necessary for the latter to have expressly accepted them.

The Employee acknowledges that he has been informed of the existence of procedures and obligations of discretion and confidentiality specific to each customer of the Company and undertakes to comply scrupulously with these procedures and obligations.

### **ARTICLE 14: POST-CONTRACTUAL NON-COMPETITION CLAUSE**

After leaving the company, the Employee is prohibited from soliciting, in any way whatsoever, the customers and contacts of the Company and its network.

The Employee is prohibited from engaging in any activity that is similar to or in competition with that of the Company as an Independent and/or to acquire a residual interest in the capital of a company whose activities are similar or in competition with those of the Company and/or to accept a mandate, whether remunerated or not, as a director, manager and/or managing director delegated to the day-to-day management of a company's management board (whatever its legal form) whose activities are similar or in competition with those carried out by the Company.

This post-contractual non-competition clause is limited to the territory of the Grand Duchy of Luxembourg.



This non-competition clause is applicable for twelve consecutive months from the date of actual termination of this contract of employment.

The Employee and the Company agree that if the Employee fails to comply with the provisions of this Article 14, the Employee shall pay to the Company compensation equal to thirty per cent (30%) of the gross annual salary received by the Employee during the year preceding the termination of the employment contract, to be paid within fifteen (15) days from the request of the Company.

### **ARTICLE 15: INTERNET AND SOCIAL NETWORKS**

The Employee acknowledges that he has been informed of the reputation monitoring carried out by the Company on the Internet, social networks (Facebook, LinkedIn, Viadeo, Google+, Twitter, etc.), and in public or open spaces offered by providers on Internet, during and outside working hours.

During and outside working hours, the Employee undertakes not to transmit on the Internet and on social networks, in messages sent via public or open communication platforms and networks, comments, opinions, remarks, whether negative or positive, regarding its functions in the Company, the Company's partners, associates and employees, on the Company and/or its customers and potential customers.

Any breach of the provisions of this Article 15 by the Employee shall result in immediate termination of the employment contract for serious misconduct, without prejudice to the damages that the Company would be entitled to claim in compensation for its loss and injury to its reputation or that of its customers.

### **ARTICLE 16: APPLICABLE LAW AND JURISDICTION CLAUSE**

For any aspect that is not specifically provided for herein, this contract is governed by the legal provisions in force and in particular by the Labor Code and the internal regulations, procedures and charters of the Company which the Employee acknowledges to have had knowledge.



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Should one or more stipulations of this contract be invalid or not applicable, this will not affect the validity of the entire contract.

The courts of the judicial district of Luxembourg City have exclusive jurisdiction to hear any disputes arising out of the execution or interpretation of this contract.

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Done in duplicate in Luxembourg, on 04/04/2022, each party having received a copy.

Haoyang WANG

A handwritten signature in black ink, appearing to be 'WANG' followed by a stylized flourish.

Brice Marage

A handwritten signature in blue ink, appearing to be 'Brice Marage' with a stylized flourish.