

CONTRACT RECRUITMENT SERVICES AGREEMENT FOR THE INTRODUCTION AND SUPPLY OF CONTRACTORS AND TEMPORARY WORKERS

AGREEMENT NO: TG.C.TGUS.USD

This agreement is made on the date of the first occurrence detailed within clause 2.1 (the "**Effective Date**")

BETWEEN:

- (1) **Trinnovo Group US Inc.**, a Delaware corporation, located at 100 Summer Street, Suite 1600 Boston, MA 02110, along with any and all associated companies, subsidiaries, and affiliates of the parent company Trinnovo Group, including but not limited to any entity which trades as Trust in Soda, Broadgate Search or DeepRec.ai ("**Recruiter**"); and
- (2) The company or organization, including any and all associated companies, subsidiaries, and affiliates of the company or organization, to whom the Contractor and/or Worker is Introduced or who is the recipient of the Services (the "**Client**").

each of them hereinafter referred to as "**Party**" or jointly as the "**Parties**".

Recitals

- A. The Company provides contract recruitment services, which includes sourcing, introducing and supplying its workers to its clients for temporary assignments. The workers provide their work services to the client under a specific assignment via the Company. The Company engages with the workers directly and is responsible for paying the workers, and the client pays the Company for both the Company's and worker's services.
- B. The Client wishes to enter a non-exclusive services agreement with Company for the provision of such recruitment services and requires the services of the Company's workers for temporary assignments, provided in accordance with the terms and conditions described herein.

IT IS AGREED as follows:

1. DEFINITIONS

- 1.1. In these terms of business, incorporating the terms and conditions contained herein and its schedules, appendices, timesheets, progress reports and annexes (the "**Agreement**"), the following definitions apply:

"**Affiliate**" means any firm, company, corporation or other organization which is: (i) directly or indirectly controlled by the Client; (ii) directly or indirectly controls the Client; (iii) directly or indirectly controlled by a third party who also directly or indirectly controls the Client; or (vi) an existing or prospective customer of the Client. For the purposes of this definition, the term "control" when used with respect to any company means the possession, directly or indirectly, of power to direct or cause the direction of the management and policies of such company, whether through the ownership of shares or by contract or otherwise;

"**Assignment**" means the period during which the Contractor is Engaged by the Client and supplied by Recruiter to render the Assignment Services to the Client;

"**Assignment Schedule**" means the written confirmation of the Assignment details agreed between the Recruiter and the Client, which includes but is not limited to; the identity of the Contractor, the start date of the Assignment, the anticipated end date of the Assignment, description of Assignment Services, the Contractor Fees payable, notice periods to terminate the Assignment, and any other necessary information;

"**Assignment Services**" means the time and materials services to be provided by the Contractor to the Client for the duration of an Assignment, further described within an Assignment Schedule, wherein the Client shall pay Recruiter for each hour of work performed by the Contractor;

"**Confidential Information**" means information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) in respect of Recruiter, the Client and its end clients, relating to their business methods, plans, systems, finances or projects, training and development and research or development projects, their trade secrets, the identity and business affairs of their customers and clients, potential customers and clients, the provision of products or services to which they attach confidentiality or in respect of which they hold an obligation to a third party which comes to either parties attention or possession and which is regarded or could reasonably be regarded as confidential, whether or not any such tangible information is marked 'confidential';

"**Contractor**" means the person, applicant, entity, consulting firm, third party or prospective employee Introduced by Recruiter to Client or Affiliate, and save where otherwise indicated, includes any officer, employee or representative thereof or any other individual introduced to the Client by Recruiter and Engaged by the Client to carry out an Assignment and any third party to whom the performance of an Assignment is sub-contracted by the Contractor;

"**Contractor Fees**" means the hourly, daily or monthly charges of Recruiter as notified at the commencement of the Assignment and which may be varied from time to time during the Assignment, which comprise of the Contractor's hourly or daily rate for the Assignment Services, and also include Recruiter's commission and any travel, hotel or other expenses as may have been agreed with the Client;

"**Direct Hire**" means any Engagement that occurs where there has been no Assignment, and such any Engagement is made within the Representation Period;

"**Direct Hire Fee**" means a fee calculated at 30% of the Remuneration;

"Engagement" means the engagement, employment or use of the Contractor's services, directly or indirectly engaged or employed by the Client or any third party or through any other employment business on a direct hire employment, fulltime employment, part-time employment, temporary hire, hourly engagement, consultancy engagement, contract to hire, or other engagement of a Contractor. "Engage" or "Engaged" shall be construed accordingly;

"Force Majeure" means, acts, events, omissions or accidents beyond a party's reasonable control, including strikes or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, breakdown of equipment, fire, flood or storm;

"FMLA" means the Family and Medical Leave Act. FMLA criteria will be utilized for W-2 Contractors;

"Intellectual Property" means all patents, utility models, rights to Works, copyright and neighboring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in designs, rights in computer software, database rights, rights to use and protect the confidentiality of confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Introduction" means the provision or disclosure of any information to the Client which identifies a Contractor, whether written or oral, including without limitation, a resume, contact information, skillset, references, availability, background, profile, experience, or any information that may be derived from same, and "Introduce", "Introducing" and "Introduced" shall be construed accordingly;

"Representation Period" means the period which begins upon an Introduction and applies to each Contractor for a period of twelve (12) months from the latest to occur of the following: (i) the Introduction; (ii) Client's withdrawal of an offer or rejection of the Candidate; or (iii) the expiration, cessation or termination of the Candidate's most recent Engagement;

"Services" means the recruitment services and provision of labor services rendered by the Recruiter to the Client, which includes the sourcing, introducing and supply of Contractors to the Client for consideration for an Assignment, or the Client's Direct Hire or Transfer of any Contractor, and for the avoidance of doubt does not include the services of the Contractor;

"Third Party" means any person, individual, agency, firm, company, corporate body, or any other form of entity, who is not the Client;

"Total Compensation" means the total annual salary (the base salary and any guaranteed earnings i.e., bonuses, commissions, incentives, etc.) offered to a Candidate for an Engagement, or if no annual salary is offered, then the hourly rate offered to the Candidate multiplied by 2,080;

"Transfer" means the Client's direct Engagement of a Contractor, either during an Assignment or within the Representation Period following the termination, cessation or expiration of the Assignment, where the Client wishes to remove the Recruiter from the supply chain and enter a direct contract with the Contractor and make direct payments to the Contractor. For the avoidance of doubt, in the event of a Transfer, the relevant Assignment shall terminate on the effective date that the Transfer occurs;

"Transfer Fee" means a fee calculated at 30% of the Remuneration; and

"Work Product" means all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared or produced by the Contractor in connection with the provision of the Assignment Services.

- 1.1. Unless the context otherwise requires, references to the singular include the plural.
- 1.2. The headings contained in these terms are for convenience only and do not affect their interpretation.
- 1.3. A reference to a statute or a provision of a statute is a reference to that statute as amended or re-enacted from time to time.
- 1.4. If any term herein conflicts with any term in the schedules, then the schedules will take precedence and the terms of the Assignment Schedule will prevail over other schedules.

2. THE CONTRACT

- 2.1. This Agreement (including any Assignment Schedule) constitutes the contract between Recruiter and the Client for the supply of the Contractor's services to the Client and is deemed to be accepted and agreed to by the Client by virtue of: (a) an Introduction to or the Engagement by the Client of a Contractor; or (b) the passing of information about the Contractor by the Client to any Third Party; or (c) the Client's interview or request to interview a Contractor; or (d) any written (including email or text) or other express acceptance of these terms; or (e) the signature by the Client of an Assignment Schedule, timesheet or invoice of a Contractor. For the avoidance of doubt these terms apply whether or not the Contractor is Engaged for the same type of work as that for which the Introduction was originally affected.
- 2.2. For the avoidance of doubt, in the event that the Client fails to sign this Agreement or relevant Assignment Schedule (including any extension or renewal of the same) within 24 hours preceding the Contractor commencing work for the Client, then these terms and the terms of the Assignment Schedule will be deemed to have been accepted and agreed to by the Client who agrees to be legally bound by the same.
- 2.3. This Agreement (including the Assignment Schedule) contain the entire agreement between the parties and unless otherwise agreed in writing by a Director of Recruiter, these terms prevail over any terms of business or purchase conditions put forward by the Client and will supersede all previous terms of business issued by Recruiter.
- 2.4. No variation or alternation to these terms shall be valid unless approved by a Director of Recruiter in writing.
- 2.5. This Agreement is a framework agreement, the terms of which will apply to any and each Assignment Schedule agreed to by the parties.
- 2.6. Nothing in the Agreement will serve to create any employer / employee relationship or principal / agent relationship between; the Client and Recruiter; or the Contractor and the Client.

- 2.7. Either Party can terminate this Agreement for whatever reason with at least thirty (30) calendar days' written notice to the other Party. However, a Party may terminate an Engagement or the Agreement with immediate effect in the event of an uncured material breach by the other Party by providing at least thirty (30) calendar days' written notice to the breaching Party. Termination for breach will not preclude the terminating Party from exercising other remedies for breach.
- 2.8. In the event of a termination, Client shall pay Recruiter for all outstanding Assignment Services performed through the effective date of termination and any notice period.

3. THE SERVICES

- 3.1. The Services to be provided by Recruiter consist of the Introduction of Contractors to the Client for the purpose of Engagement on a temporary or contract basis (including any Contractor's subsequent Direct Hire or Transfer).
- 3.2. During the Representation Period, the Client will only Engage a Candidate via an Assignment Schedule except in the event of a Direct Hire or Transfer, and the Client shall notify Recruiter immediately of its intention to Engage the Contractor by any means.
- 3.3. In the case where a Client wishes to Engage a Contractor on a direct hire basis without an Assignment Schedule through Recruiter, effectively creating a Direct Hire, the Client shall also provide details of:
- 3.3.1. the Total Compensation offered;
 - 3.3.2. the terms of engagement; and
 - 3.3.3. anticipated start date for the Contractor.
- 3.4. Where Recruiter and the Client have agreed that the Contractor will be Engaged on a contract or temporary basis then Recruiter shall provide the Client with an Assignment Schedule.
- 3.5. Recruiter is responsible for contracting with and paying the Contractor. The Client shall not directly enter any contract with the Contractor, unless formally agreed as a Direct Hire or Transfer in accordance with section 8 of this Agreement.

4. CLIENT OBLIGATIONS

- 4.1. The Client undertakes to notify Recruiter immediately of its, or any member of the Client's group's intention to: (1) Engage a Contractor Introduced by Recruiter; or (2) extend an Assignment or otherwise Transfer a Contractor Introduced or supplied by Recruiter.
- 4.2. The Client acknowledges and agrees that, other than where the Client Transfers a Contractor in accordance with section 8, there shall be no direct contractual link between the Client and the Contractor, and that the Client shall only Engage the Contractor according to the terms and conditions of this Agreement.
- 4.3. The Client shall determine the requirements of the Engagement; interview and screen the Contractor to identify whether the Contractor's qualifications, technical ability and capability meet the Client's needs; decide whether the Contractor meets the Client's customers; select the Contractor which means the Client has decided Contractor is proficient; monitor the Assignment Services; conduct any testing; and closely monitor and oversee the Contractor and the Assignment Services.
- 4.4. The Client shall provide Recruiter with all information necessary for the Contractor to perform to the Client's standards, including the role's responsibilities and tasks, job site location, start date, expected hours, pay, required experience, qualifications, training and certifications.
- 4.5. The Client acknowledges and agrees that Recruiter solely provides a referral service and that only the Client can adequately determine whether a Contractor is qualified or fit for an Engagement. Therefore, Recruiter takes no responsibility for the Client selecting a Contractor for an Engagement; for any liability resulting from an Engagement; for any supervision, direction or control of the Contractor or the Assignment Services; or for the Contractor's acts or omissions before, during and subsequent to an Engagement.
- 4.6. In the event the Client requires a Contractor to execute an NDA or other document, the Client shall notify Recruiter in writing prior to the Contractor starting an Assignment.
- 4.7. The Contractor may perform some or all of the Assignment at the Client's worksite. As such, the Client shall be solely responsible for ensuring the health and safety of the Contractor whilst on site, and that all employment laws, including without limitation, workplace harassment and workplace discrimination, are complied with by the Client and their respective customers, employees and contractors.
- 4.8. The Client shall give to Recruiter such information as Recruiter may reasonably request from time to time in order to comply with its legal obligations under applicable law.
- 4.9. The Client acknowledges that if the Contractor is unable to provide any part of the Assignment Services for whatever reason the Contractor will be entitled to provide a replacement consultant or representative, or sub-contract the performance of the Assignment provided that Recruiter and the Client are reasonably satisfied that the replacement Contractor has the required skills and qualifications.
- 4.10. It is the Client's responsibility to make an accurate determination regarding the status and classification of the Contractor supplied to the Client by Recruiter. If, at any time, the Client alters the way in which it engages with, interacts with or treats the Contractor which determines there has been a misclassification of a Contractor; or an enquiry is conducted which determines there has been a misclassification of a Contractor from the beginning of an Assignment, the Client shall become liable for any losses, penalties, fines, expenses, claims, damages or costs incurred by Recruiter arising from any such misclassification.

5. ASSIGNMENT SCHEDULE DETAILS

- 5.1. Prior to the commencement of the Assignment, or if this is not practical, upon commencement of the Assignment, Recruiter will send to the Client written confirmation of the Assignment specifying the duration of the Assignment, the identity of the Contractor, the hourly or daily rate charged by Recruiter together with such expenses as may have been agreed, any notice period to terminate the contract, the intervals at which invoices shall be rendered to the Client by Recruiter and any other relevant information.

6. FEES & CHARGES

- 6.1. The Client agrees to pay the Contractor Fees calculated according to the number of hours or days worked by the Contractor (to the nearest quarter hour), in accordance with the timesheet section 7 of this Agreement. A standard working day is defined as 8 hours per day, unless otherwise agreed in an Assignment Schedule.
- 6.2. Sales tax, if applicable, is payable on the entirety of these charges. If the Contractor selected has a workplace that is in a state/and or municipality that charges sales tax, the appropriate sales tax rate will be invoiced as an addition to the Contractor Fees on the invoice. The Recruiter will remit the collected sales/use tax to the appropriate state's revenue agency for payment.
- 6.3. Overtime will be charged at time and half after 8 hours worked per day and double time for weekends and public holidays.

- 6.4. All fees and charges are invoiced to the Client on a weekly, bi-weekly or monthly basis as specified in the Assignment Schedule, or upon a Direct Hire or Transfer for any respective Direct Hire Fee or Transfer Fee, and are payable within 7 days of invoice date.
- 6.5. There is no rebate payable in respect of the charges of Recruiter.
- 6.6. The Engagement by a Client of a Contractor that has been Introduced and/or supplied by Recruiter without the prior written agreement of Recruiter (either directly or indirectly through a Third Party), or the introduction by the Client of a Contractor to any Third Party resulting in an engagement, renders the Client subject to the payment of an introduction fee of 30% of first year annual Total Compensation, with fees payable within 7 days from the date of the Engagement.
- 6.7. Recruiter reserves the right to charge interest on any overdue amounts at the rate of 5% per annum above the base rate from time to time of the XE Currency (xe.com) exchange rate from the due date until the date of payment.
- 6.8. Without prejudice to Recruiter's termination rights, in the event of late payment of any invoice it will have the right to immediately suspend performance of this Agreement, including all Assignments, until such time as the Client pays all invoices due to Recruiter together with providing such security, whether financial or otherwise, as Recruiter reasonably considers necessary to secure its position in respect of future Charges.
- 6.9. All invoices will be deemed to be accepted in full by the Client in accordance with the payment terms stated unless the Client notifies Recruiter in writing within 7 days of receipt of any dispute and the reason for dispute. In the event the Client does so notify Recruiter that it wishes to dispute part of an invoice, the Client will pay the undisputed part of the invoice within the agreed payment terms and will co-operate fully with Recruiter in order to resolve the dispute as quickly as possible.
- 6.10. The Client will indemnify Recruiter from and against any and all loss, damage, cost or expenses (including legal expenses) which Recruiter may incur as a failure of the client to pay Recruiter's account on time or in taking steps to effect recovery of sums due from the Client.
- 6.11. Section 6 shall survive the termination of this Agreement for the respective Representation Period.
- 6.12. **W-2 Contractors:**
 - 6.12.1. In the event you select a Contractor that chooses to be a W-2 contractor, the following states have various requirements for paid sick leave, and possible additional requirement such as notice requirements for termination, and final pay: Alaska, Arizona, California, Colorado, Connecticut, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Nebraska, New Jersey, New Mexico, New York, Oregon, Rhode Island, Vermont, Washington, and the District of Columbia. <https://www.dol.gov/sites/dolgov/files/WB/StatePaidSickLeaveLaws.pdf>. In the event that the Recruiter is legally required to make payments to an assigned W-2 Contractors, the Recruiter will make such payments to the Contractor and Client shall fully reimburse the Recruiter according to the standard invoicing terms. Such payments may be related to, but not limited to, sick leave, family medical leave, parental leave, other similar leave, and statutory severance.
 - 6.12.2. Determination of exempt or non-exempt from overtime rates will be made for each role after reviewing the position description and responsibilities. Classification for W-2 Contractor will be stated on the Assignment Schedule.
 - 6.12.3. If there are any disputes regarding the validity of hours submitted on a timesheet, due to legalities regarding payment of employees, payment will be made to W-2 Contractors on their regularly scheduled payment cycle even without timesheet approval. Therefore, it is vital to address any time entry discrepancies immediately. Rejecting the timesheet while it is being reviewed is the proper procedure.

7. TIMESHEETS

- 7.1. At the end of each week or month of the Assignment (as specified within the Assignment Schedule) the Client shall sign or otherwise authorize Recruiter's timesheet verifying the number of hours or days worked by the Contractor during that period of the Assignment. For assignments where a daily charge rate is agreed, charges will be made for each half day or part thereof worked by the Contractor.
- 7.2. Signature or otherwise authorization of the timesheet (whether in writing, by email or text message) by the Client ("**Timesheet Approval**") is confirmation of the number of hours or days worked and that the Assignment Services are of satisfactory quality and standard, and constitutes acceptance that the Contractor's services have been provided for the hours or days indicated in accordance with these terms. Failure to sign the timesheet (or the relevant Assignment Schedule) does not affect the Client's obligation to pay the charges set out in these terms in respect of the hours or days worked.
- 7.3. A Timesheet Approval waives all arguments and claims that the hours reflected on the timesheet were inaccurate or that the Assignment Services were unsatisfactory, even if Client first discovers a potential basis for such claim or argument after the Timesheet Approval (except in cases of fraud).
- 7.4. If Client disapproves of the Assignment Services or the number of hours submitted within the timesheet, the Client shall inform Recruiter of its disapproval in writing with the reason for the disapproval, within seven (7) calendar days of receipt of the timesheet. The Parties shall work in good faith to promptly resolve any disputes and the disapproval. If the Client fails to inform Recruiter of this disapproval or any dispute within this timeframe, the Client shall be deemed to have approved the Assignment Services and all aspects of the timesheet and, therefore, the Client shall be responsible for paying the Charges.
- 7.5. Should the Client want to terminate the Assignment or have the Contractor removed from the worksite, the Client shall provide Recruiter with advance written notice of such request (as specified within the Assignment Schedule). The Client shall pay for all Assignment Services performed up to the date of removal or Assignment termination.

8. DIRECT HIRE & TRANSFERS

- 8.1. The Client may request to Transfer an Engagement of a Contractor, and such Transfer is only made at Recruiter's sole discretion. The Transfer Fee shall be payable to the Recruiter for a Transfer, with fees payable within 7 days from the Contractor's first day of direct engagement.
- 8.2. In the event the Client Transfers a Contractor that has been Introduced and/or supplied by Recruiter without the prior written agreement of Recruiter (either directly or indirectly through a Third Party), the Client will be subject to the payment of an introduction fee of 30% of first year annual Total Compensation, with fees payable within 7 days from the date of the Transfer.
- 8.3. The Transfer Fee will be payable provided the Transfer takes place within the Representation Period. No refund of the Transfer Fee will be paid if the engagement or employment of the Transfer Contractor subsequently terminates.
- 8.4. In the event of a Direct Hire, the Client agrees to pay the Recruiter the Direct Hire Fee within 7 days of the Contractor's first day of engagement or employment to the Client.
- 8.5. This Section 8 will survive the termination of this Agreement for the respective Representation Period.

9. LIABILITY

- 9.1. Whilst every effort is made by Recruiter to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Contractors no liability is accepted by Recruiter for any loss, expense, damage, costs or delay arising from the failure to provide a Contractor for all or part of the period of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Contractor or if the Contractor terminates the Assignment for any reason. For the avoidance of doubt, Recruiter does not exclude liability for death or personal injury arising from its own negligence or any other liability it cannot exclude under any applicable law.
- 9.2. The Client will comply in all respects with all relevant statutes, by-laws and legal requirements including provision of adequate insurances in respect of the Contractor. The Client will indemnify Recruiter against any costs, claims, damages and expenses incurred by Recruiter as a result of any breach of these terms by the Client.
- 9.3. The Client will fully indemnify and keep indemnified Recruiter against any costs, claims or liabilities incurred by Recruiter arising out of any act or omission of the Client (or its employees, agents, officers or contractors) or arising out of any breach of applicable law or these terms by the Client.
- 9.4. The total liability of Recruiter (including that assumed under any indemnity) under this Agreement (or arising under statute, tort or for any other reason) shall not exceed the total amount paid by the Client to Recruiter for the relevant Contractor during the Assignment. For the avoidance of doubt this amount does not include any amounts relating to the fees paid to the Contractor.
- 9.5. Neither Party will be liable for any indirect, special, and consequential losses including such losses relating to hardware, software, data, waste of management or staff time or any loss of profit, business, opportunity, revenue, goodwill or anticipated savings of the other Party.

10. TERMINATION OF THE ASSIGNMENT

- 10.1. Either party may terminate the Assignment by giving to the other in writing the period of notice specified in the Assignment Schedule.
- 10.2. Notwithstanding the provisions of sub-clause 10.1 the Client may terminate the Assignment forthwith by notice in writing to Recruiter where:
 - 10.2.1. The Contractor is in willful or persistent breach of its obligations;
 - 10.2.2. The Client reasonably believes that the Contractor has not observed any condition of confidentiality applicable to the Contractor from time to time; or
 - 10.2.3. The Client is dissatisfied with the Contractor's provision of the Assignment Services whilst on Assignment.
- 10.3. Recruiter may terminate an Assignment forthwith by notice in writing and claim all monies due under all Assignments including work in progress unsupported by signed timesheets if:
 - 10.3.1. the Client is in willful or persistent breach of its obligations under this Agreement;
 - 10.3.2. the Client fails to pay any amount which is due to the Company in full and on the date that the payment falls due;
 - 10.3.3. the Client continuously fail to make relevant payments to Recruiter, Recruiter reserves the right to remove the Contractor from its service provision with the Client without notice until such time invoices have been paid and the Client account is up to date; or
 - 10.3.4. the Client becomes bankrupt, is dissolved, ceases to conduct all or substantially all of its business, is or becomes unable to pay its debts as they fall due, goes into liquidation or a receiver, administrative receiver, or someone of similar office be appointed to the Client or any part of its assets or undertakings.
- 10.4. The Client's obligations under this section shall be performed without any right of the Client to invoke set-off, deductions, withholdings, or other similar rights. This includes but is not limited to; unsatisfactory work provided by the Contractor and invoices presented will be paid to Recruiter to mirror the obligations of Recruiter which are to make payment to the Contractor, even if the work is deemed unsatisfactory.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. All Intellectual Property Rights deriving from the provision of the Assignment Services by the Contractor for the Client during the Assignment shall belong to the Client, save such rights as may be expressly owned or retained by the Contractor and set out in Assignment Schedule to this Agreement. Accordingly, the Recruiter shall use its reasonable endeavors to ensure that the Contractor shall execute all such documents and do all such acts in order to give effect to the Client's rights pursuant to this clause.
- 11.2. The Recruiter shall endeavor to procure that the Contractor does, hereby assign to the Client or to the Recruiter for onward transfer to the Client where directed to do so, all future and foreground Intellectual Property, in the Work Product, produced by the Contractor in connection with an Assignment under this Agreement, and that the aforementioned rights shall vest in and remain the property of Client throughout the world free from any interest of the Contractor or any third party.
- 11.3. The Recruiter acknowledges and agrees that the Client retains ownership of all Intellectual Property of whatever nature and, if registrable, whether registered or not, in the documents or other material and data and other information provided to or provided by the Contractor in relation to an Assignment. For the avoidance of doubt, the Client will not be deemed to have granted the Contractor any license to use the documents or other material and data or other information other than solely for the purposes of the relevant Assignment.
- 11.4. The Recruiter will, and shall endeavor to procure that Contractor will, promptly disclose to the Client and to the Recruiter any Work Product developed or produced by the Contractor in relation to Assignment Services provided during an Assignment.
- 11.5. The Recruiter shall endeavor to procure the Contractor warrants that the Assignment Services provided are not in breach of the intellectual property rights of any third party.
- 11.6. All Intellectual Property owned or retained by either Party prior to the Effective Date of this Agreement and which are not in relation to the Assignment Services, shall remain vested in that Party.
- 11.7. All Intellectual Property deriving from the provision of the Services by the Recruiter for the Client pursuant to this Agreement shall belong to the Recruiter.

12. CONFIDENTIALITY

- 12.1. Except to the extent set out in this clause 12, or where disclosure is expressly permitted elsewhere this Agreement, each Party shall treat the other Party's confidential information as confidential and not disclose the other Party's confidential information to any other person without the other Party's prior written consent.
- 12.2. Clause 10.1 shall not apply to the extent that:
 - 12.2.1. such information was in the possession of the Party making the disclosure, without obligation of confidentiality, prior to its disclosure;
 - 12.2.2. such information was obtained from a third party without obligation of confidentiality;
 - 12.2.3. such information was already in the public domain at the time of disclosure otherwise than through a breach of this Agreement;
 - 12.2.4. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body; or
 - 12.2.5. such information was independently developed without access to the other Party's confidential information.

- 12.3. The Client procures that it shall not disclose (howsoever arising) to the Contractor or any third Party, any details relating to the Contractor Fees, Direct Hire Fees, or Transfer Fees agreed in relation to this Agreement and shall take all necessary measures to prevent any such disclosure.
- 12.4. The Client shall not, without the prior written consent of a Director of the Recruiter, provide any information in respect of a Contractor to any Third Party whether for employment purposes or otherwise, save where reasonably necessary for the purposes of effecting an Assignment.

13. DATA PROTECTION AND PERSONAL DATA

- 13.1. Each party warrants and undertakes to the other that, in relation to this Agreement, it shall comply strictly with all requirements of all applicable laws relating to data protection and privacy, and any other applicable national implementing laws, regulations or secondary legislation relating to the protection and transfer of personal data is processed by the parties in connection with the provision of recruitment services under this Agreement.
- 13.2. The Client and Recruiter each agree to comply with all applicable provisions of the data protection laws within the US in sharing and processing of the personal data.

14. GENERAL

- 14.1. If any of the provisions of these terms should be determined by any competent authority to be unenforceable to any extent, such provision will, to that extent, be severed from the remaining provisions, which will continue to be valid to the fullest extent permitted by applicable laws.
- 14.2. Except as expressly provided in these terms a person who is not a party to these terms will have no rights to enforce them.
- 14.3. Recruiter may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all its rights or obligations under these terms. The Client may do likewise with Recruiter's consent, not to be unreasonably withheld.
- 14.4. The Client confirms, it has given its consent for the use of their company name and logo to be used by Recruiter for marketing purposes including but not limited to; feature on the Recruiter website, industry awards and any other relevant material that shows Recruiter Ltd in a positive light.
- 14.5. Neither party will be liable to the other or be deemed to be in breach of these terms by reason of any delay in relation to the Services or Assignment Services if the delay or failure is due to Force Majeure.
- 14.6. No failure or delay by either party in exercising any of its rights under these terms will be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of these terms will be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 14.7. All notices required to be given under these terms will be in writing and may be delivered personally, by post to each parties' registered office or by email. Any such notice will be deemed to be served if by hand when delivered, if by post 48 hours following posting and if by email when that email is sent or 9am the following business day of the sender if sent out of business hours.

15. BRIBERY AND MODERN SLAVERY

- 15.1. The Client will comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption (Anti Bribery Laws) which will include compliance with the Anti Bribery Laws of the Client's country of incorporation and establishment.
- 15.2. The parties will comply with all applicable anti-slavery and human trafficking laws and regulations from time to time in force which will include the modern slavery laws of the Client's country of incorporation and establishment.

16. NOTICES

- 16.1. Any notice required to be given under this Agreement (including the delivery of any Timesheet or invoice) shall be delivered by hand, electronic mail (e-mail) or prepaid first-class post to the recipient at its nominated email address or registered address specified in this Agreement (or as otherwise notified from time to time to the sender by the recipient for the purposes of this Agreement).
- 16.2. Notices in connection with this Agreement shall be deemed to have been given and served:
- 16.2.1. if delivered by hand, at the time of delivery if delivered before 5.00pm on a working day or in any other case at 10.00am on the next working day after the day of delivery;
- 16.2.2. if sent by e-mail, at the time of despatch if despatched on a working day before 5:00pm or in any other case at 10:00am on the next working day after the day of despatch, unless the transmission report indicates a faulty or incomplete transmission or, within the relevant working day, the authorised recipient informs the sender that the e-mail message was received in an incomplete or illegible form; or
- 16.2.3. if sent by prepaid first-class post, 48 hours from the time of posting.

17. APPLICABLE LAW

- 17.1. The Client will comply with all laws applicable to its operations in the country or countries in which it is established or operates within, and in which the Assignment Services are performed by the Contractor. This will include complying with all applicable laws relating to anti-bribery, anti-corruption, anti-slavery, taxation and human trafficking laws. The Client will fully indemnify Recruiter in the event of its breach of any of these applicable laws.
- 17.2. The laws of Boston, Massachusetts govern this Agreement, and the Massachusetts Courts will have exclusive jurisdiction.