

RECRUITMENT SERVICES AGREEMENT FOR THE INTRODUCTION OF CANDIDATES FOR DIRECT HIRE OR EMPLOYMENT / ENGAGEMENT

AGREEMENT REFERENCE: TG.P.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 Ltd, including but not limited to any entity which trades as Trust in Soda, Broadgate Search or DeepRec.ai ("**Agency**"), and;
- (2) The company or organisation, including any and all associated companies, subsidiaries, and affiliates of the company or organisation, to whom the Candidate is Introduced or who is the recipient of the Services (the "**Client**");

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

1. DEFINITIONS

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

"**Candidate**" means the individual, person, applicant, entity, prospective employee, or work seeker Introduced by the Agency to the Client including, but not limited to, any director, officer, member, representative or employee of the Candidate if the Candidate is a limited company or limited liability partnership, and members of the Agency's own staff;

"**Compensation**" means the total annual gross base salary offered to the Candidate within the Candidate's first twelve months of Engagement for work (or for services where applicable) to be rendered to or on behalf of the Client, with the express exception of instances where the Candidate is offered on-target-earning bonus or commission which contributes to 30% or more of their gross earnings, in which case, 50% of the on-target-earning bonus or commission will be considered a component of the Compensation;

"**Contingent**" means Services conducted by the Agency where a Fee is only due upon an Engagement;

"**Engagement**" means the hiring, engagement or employment of a Candidate, or use of the Candidate's services in any capacity whether directly or indirectly, by the Client or by any Third Party to whom or to which the Candidate was Introduced by the Client (whether with or without the Agency's knowledge or consent) on a permanent, fixed term, contract for hire, work for hire, or temporary basis, whether under a contract of service or contract for services; under an agency, license, franchise or partnership agreement; or through any other engagement directly or through a limited company or limited liability partnership of which the Candidate is an director, officer, member, representative or employee; or indirectly through another company, and "Engage" and "Engaged" will be construed accordingly;

"**Executive Search**" means Services conducted by the Agency where the Fee is invoiced to the Client in accordance with clause 6.2, and where the Vacancy is specifically described by the Client as the appointment of a President, Vice President (VP), Director, C suite, or Board level position, also referred to as "SODA Search";

"**Exclusive**" means Services conducted by the Agency where a Fee is only due upon an Engagement, and where the Client only uses the Services of the Agency for the recruitment of a Vacancy for either an indefinite or finite period, as described within an Order. If another supplier is assisting on the Vacancy, both Parties agree to treat the Services of the Agency as Contingent, and the appropriate Fees will apply to any Engagement;

"**Introduction**" means the provision or disclosure of any information to the Client which identifies a Candidate, whether written or oral, including without limitation, a Candidate's resume, contact information, skillset, references, availability, background, profile, experience, or any information that may be derived from same; or the interview of a Candidate in person, by telephone or via video call, and "Introduce" and "Introduced" will be construed accordingly;

"**Order**" means the written or oral request made by the Client instructing the Agency to deliver the Services;

"**Retained**" means Services conducted by the Agency where the Fee is invoiced to the Client in accordance with clause 6.2, also referred to as "SODA Energy";

"**Services**" means the recruitment services provided by the Agency, which includes the sourcing, screening and Introduction of Candidates to the Client for consideration for an Engagement;

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

"**Vacancy**" means a specific role, assignment, work, or position that the Client requests the Agency to Introduce Candidates for consideration.

2. THIS AGREEMENT

2.1. This Agreement constitutes the entire agreement between the Agency and the Client in relation to the subject matter hereof and are deemed to be accepted by the Client and to apply by virtue of an Introduction to the Client of a Candidate; or an Engagement by the Client; or the passing of information about the Candidate by the Client to any Third Party; or the Client's interview or request to interview a Candidate; or the Client's signature at the end of this Agreement; or any other written expressed acceptance of this Agreement. For the avoidance of doubt, this Agreement apply whether or not the Candidate is Engaged by the Client for the same type of work and/or Vacancy as that for which the Introduction was originally affected.

- 2.2. This Agreement shall supersede all previous agreements between the parties in relation to the subject matter hereof, for the same described Services.
- 2.3. This Agreement shall prevail over any other terms of business or purchase conditions put forward by the Client save where expressly agreed otherwise by the Agency.
- 2.4. The Client authorizes the Agency to act on its behalf in seeking a person to meet the Client's requirements and, if the Client so requests, shall advertise for such a person through such methods as are agreed with the Client.
- 2.5. For the purposes of this Agreement, should any associated companies, subsidiaries or affiliates of the named Client within this Agreement become a recipient of the Services, it is the named Client within this Agreement who shall be solely and wholly responsible and accountable for the obligations made herein, expressly including but not limited to sections 5, 6, 8, 10 and 11 of this Agreement.
- 2.6. Unless the context otherwise requires, references to the singular include the plural.
- 2.7. The headings contained in these terms are for convenience only and do not affect their interpretation.
- 2.8. Any reference to legislation, statute, act, or regulation will include any revisions, re-enactments or amendments that may be made from time to time.
- 2.9. If any term or clause herein conflicts with any term or clause from within the schedule, the term or clause within the schedule shall prevail.

3. AGENCY OBLIGATIONS

- 3.1. The Agency shall use reasonable endeavors to introduce at least one suitable person to meet the requirements of the Client for each Vacancy. The Agency cannot guarantee to find a suitable person for each Vacancy. Without prejudice to clause 3.2 below, the Agency shall use reasonable endeavors to ascertain that the information provided by the Agency to the Client in respect of the Candidate is accurate.
- 3.2. The Agency accepts no responsibility in respect of matters outside its knowledge and the Client must satisfy itself as to the suitability of the Candidate for the Vacancy.
- 3.3. The Agency is committed to equal opportunities and expects the Client to comply with all anti-discrimination legislation as regards the selection and treatment of Candidates.
- 3.4. The Agency is under no obligation to accept Orders from the Client and reserves the right to reject any Orders for whatever reason, at any time.

4. CLIENT OBLIGATIONS

- 4.1. The Client shall satisfy itself as to the suitability of the Candidate. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Candidate, for employment history checks, for criminal records and/or background checks and for satisfying other requirements, qualifications or permission required by the law and regulations of the country in which the Candidate is engaged to work.
- 4.2. To enable the Agency to comply with its obligations under clause 3 the Client undertakes to provide to the Agency details of the Vacancy in which the Client seeks to fill, including the type of work that the Candidate would be required to do; the location and hours of work; the experience, training, qualifications and any authorization which the Client considers necessary or which are required by law or any professional body for the Candidate to possess in order to work in the position; and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks.
- 4.3. The Client agrees to provide details of the date the Client requires the Candidate to commence work, the duration or likely duration of the work; the minimum rate of Compensation, expenses and any other benefits that would be offered; the intervals of payment of Compensation and the length of notice that the Candidate would be entitled to give and receive to terminate the employment with the Client.
- 4.4. The Client agrees that it shall inform the Agency of any information it has that suggests it would be detrimental to the interests of either the Client or the Candidate for the Candidate to work in the position which the Client seeks to fill.
- 4.5. The Client agrees to provide written notice to the Agency within 7 working days of the Agency's Introduction, which must include time stamped documentary evidence in a digital format, in instances where:
 - 4.5.1. the Client receives details of a Candidate from the Agency where the Client has already received the same Candidate's details from another company; or a person; or the Candidate; or any other source including (without limitation) from social media, job boards or advertisements published by the Client for the same Vacancy in which the Agency's Introduction pertains, within the 90 days preceding the Agency's Introduction, or;
 - 4.5.2. the Client has been in reciprocal communication with the same Candidate discussing a potential hire, employment, or engagement for the same Vacancy in which the Agency's Introduction pertains, within the 90 days preceding the Agency's Introduction.In the event of either instance stated within this clause and upon receipt of the described written notice, the Introduction will be treated as invalid, and the Candidate shall be identified as a "Known Candidate".
- 4.6. The Client further agrees that if no such written notice and time stamped documentary evidence is provided by the Client to the Agency within 7 working days of the Agency's Introduction, then in the event of an Engagement of the Candidate by the Client, howsoever arising, the Client agrees to pay the Agency a fee in accordance with clause 5.1.
- 4.7. Where the Client does so notify the Agency in accordance with clause 4.5 above of a Known Candidate and whereupon the Client provides evidence to the Agency that such instance is in direct relation to the same Vacancy in which the Agency's Introduction pertains, the Client will not be liable to pay the Agency a fee for an Engagement in respect of that same Vacancy. The Client acknowledges and agrees that where the Client is unable to evidence such within 7 working days of the Agency's Introduction, or; Engages a Candidate for a different Vacancy, or; freely admits their possession of the Candidate's details was not in relation to the Vacancy, the Client agrees to pay the Agency's fee in accordance with clause 5.1.
- 4.8. The Client agrees to –

- 4.8.1. notify the Agency as soon as possible (and in any event, no later than 7 days from the date of offer or from the date the Engagement takes effect; whichever is earlier) of any offer of an Engagement which it makes to the Candidate; and
 - 4.8.2. notify the Agency immediately when its offer of an Engagement to the Candidate has been accepted and to provide details of the Candidate's Compensation to the Agency; and
 - 4.8.3. pay the Agency's fee within the period set out under clause 6.3.
- 4.9. The Client shall not, and shall not seek to cause the Agency to, unlawfully discriminate in relation to the services provided by the Agency to the Client in connection with this Agreement and shall disclose any and all information requested by the Agency in the event a Candidate makes a complaint to the Agency.
- 4.10. The Client warrants that it shall not and shall procure that its employees and agents shall not, pass any information concerning a Candidate to any Third Party. The Client acknowledges that Introductions of Candidates are confidential and that failure to comply with this clause 4.10 may cause the Agency to breach the data privacy laws which govern all entities within the United States, and accordingly, the Client agrees to indemnify the Agency from any and all liability in connection with the Client's breach of this clause 4.10.
- 4.11. The Client is under no obligation to submit Orders to the Agency under this Agreement, and reserves the right to engage with other suppliers to fulfil the Client's recruitment requirements, with the express exception of any Orders which are agreed between the Parties to include the Agency's Exclusive Services, in which case, the Client agrees to only engage with the Agency on an exclusive basis for the agreed period of time within the Order.

5. CHARGES AND FEES

- 5.1. The fee per Engagement shall be calculated as a percentage of the Candidate's Compensation, and such percentage shall be determined by the type of Service that the Agency has been engaged to provide to the Client, as set out in the table below:

Services Provided	Percentage Fee
Contingent	30%
Exclusive	28%
Retained	27%
Executive Search	35%

- 5.2. The Client agrees to pay the Agency a fee calculated in accordance with clause 5.1 where it Engages, whether directly or indirectly, any Candidate within 12 months from the date of the Agency's Introduction.
- 5.3. Where the amount of the actual Compensation is not known or disclosed, the Agency will charge a fee calculated in accordance with clause 5.1 on the maximum level of Compensation applicable for the Vacancy as provided by the Client, or if no such information has been provided by the Client, for a comparable position in the general marketplace as determined by the Agency.
- 5.4. Where the Engagement is for a fixed employment term of less than 12 months, the fees in clause 5.1 will still apply and will be calculated pro rata based on the number of anticipated weeks of Engagement, rounded up to find the total number of weeks.
- 5.5. For the purposes of calculating the Agency's Fee, where the Engagement is made on the basis the Candidate will be paid an hourly rate or daily rate, as opposed to an annual salary, the fees in clause 5.1 will still apply and will be calculated based on either 2080 working hours within a year or 260 working days within a year, respectively.
- 5.6. Where the Client withdraws an offer of an Engagement made to the Candidate after employment contracts are signed by both parties for any reason other than the Candidate's failure to pass the Client's onboarding processes, the Client agrees to pay the Agency a minimum fee of 50% of the anticipated Fee calculated in accordance with clause 5.1 based on the Compensation offered to the Candidate in the employment contract, as appropriate compensation for the Services provided by the Agency prior to the Client's withdrawal. In the event a Commencement Fee has already been paid to the Agency for Retained or Executive Search Services, the Commencement Fee amount shall be deducted from the fees described within this clause 5.6.
- 5.7. Where the Client discloses to a Third Party any details regarding a Candidate and that Third Party subsequently Engages the Candidate within 12 months from the date of the Introduction, the Client agrees to pay the Agency's fee as set out in clause 5.1. There is no entitlement to any guarantee to the Client or to the Third Party in relation to any Engagement of this manner.
- 5.8. Charges incurred by the Agency at the Client's written request in respect of advertising, or any other matters, will be charged to the Client in addition to the fee and such charges will be payable whether or not the Candidate is Engaged.
- 5.9. In the event the Client subsequently engages a Candidate within the period of 12 calendar months from the date of the Introduction, the Client must inform the Agency within 7 days of the offer of Engagement and accepts that they will be invoiced as per clause 5.3. Failure to inform the Agency within 7 days of the offer of Engagement or the Client Engages with a Candidate either directly, indirectly or via another third party other than via the Agency, the Client agrees to pay a fee calculated at 30% of the Candidate's Compensation, irrespective of the type of Services that the Agency was initially engaged. If Compensation is not known, the Agency will calculate the fee in accordance with clause 5.3.
- 5.10. The Client acknowledges that it has no right to set-off, withhold or deduct monies from sums due to the Agency under or in connection with this Agreement.
- 5.11. The Agency will charge VAT or relevant sales tax on the fee where applicable.

6. INVOICES

- 6.1. Where the Client and the Agency agree within an Order that the Services provided will be either Contingent or Exclusive, the Agency will render invoices to the Client upon the Candidate's acceptance of an offer for an Engagement with the Client.
- 6.2. Where the Client and the Agency agree within an Order that the Services provided will be either Retained or Executive Search, the Fee and relative invoices will be split into staged payments, as follows:
- 6.2.1. Upon receipt and mutual acceptance of an Order between the Parties, a fixed Fee of \$10,000 shall be invoiced to the Client (the "Commencement Fee").

- 6.2.2. Upon Candidate's acceptance of an offer for an Engagement, the remainder of the Fee shall be invoiced to the Client (the "**Completion Fee**").
- 6.3. The Agency shall raise invoices in respect of the charges payable and the Client agrees to pay the amount due within 14 days of the date of the invoice.
- 6.4. The Agency's Fees will be charged and invoiced in United States dollars USD. Compensation in any currency other than USD will be calculated at the XE monthly exchange rate <https://www.xe.com/> applicable on the date of invoice.
- 6.5. All invoices will be deemed to be accepted in full by the Client in accordance with the payment terms stated within clause 6.3 unless the Client notifies the Agency, in writing within 5 days of receiving the invoice, stating the amount the Client disputes and the reason the Client disputes that amount. In the event the Client does so notify the Agency that it wishes to dispute part of an invoice, the Client agrees to pay the undisputed part of the invoice within the agreed payment terms and shall co-operate fully with the Agency in order to resolve the dispute as quickly as possible.
- 6.6. The Agency reserves the right to charge interest on invoiced amounts overdue at 5% above the Federal Reserve (FED) base rate, calculated monthly using the averaged rate for each month, from the due date until the date payment is received in cleared funds and reserves the right to charge compensation and further recovery costs relative to the actual costs incurred by the Agency to recover the debt.
- 7. GUARANTEE**
- 7.1. Where the Client qualifies for a guarantee in accordance with clause 7.2, and the employment of the Candidate is terminated by the Client or by the Candidate within the time periods specified below, the Client will be entitled to a replacement candidate, which shall be determined by the completed duration of employment of the Candidate, as follows:

Contingent & Exclusive	
Duration of Engagement	Guarantee Provided
Less than 31 days	Free replacement candidate
31 days or more	No guarantee provided

Retained & Executive Search	
Duration of Engagement	Guarantee Provided
Less than 91 days	Free replacement candidate
91 days or more	No guarantee provided

- 7.2. The following conditions must be met in order for the Client to qualify for a guarantee –
- 7.2.1. The Client must notify the Agency that the Candidate's employment has ended within 7 days of the employment ending or within 9 days of notice being given to end the employment (whichever is earlier) together with a reason for the termination of employment;
- 7.2.2. The Agency's invoice for the fee must have been paid within the payment terms in accordance with clause 6.3;
- 7.2.3. The Candidate's employment is not terminated by reason of redundancy or lay-off, including but not limited to as a result of furlough or re-organization or change in strategy of the Client;
- 7.2.4. the Candidate did not leave the employment because they reasonably believed that the nature of the actual work was substantially different from the information the Client provided prior to the Candidate's acceptance of the employment;
- 7.2.5. The Candidate did not leave the employment as a result of discrimination or other unlawful acts against the Candidate; and
- 7.2.6. The Candidate was not at any time in the 12 months prior to the start of the employment employed or hired (whether on a permanent or contract basis, directly or indirectly) by the Client.
- 7.3. Where the Client re-Engages a Candidate, whether directly or indirectly, following the termination of their initial Engagement, and the Candidate has been replaced in accordance with the guarantee described in section 7.1, the Client acknowledges and agrees that they will be liable to pay another fee in accordance with section 5.1 for that additional Engaged Candidate.
- 7.4. Where the Engagement is for a fixed term of less than 12 months, the guarantees described in clause 7.1 will still apply and the Duration of Engagement period applicable, as defined within clause 7.1, will be applied pro rata based on the original fixed term contract duration, and shall be rounded up or down to state the duration as whole days (for example; if Engaged on a fixed term contract of 6 months, then the durations stated in the table within clause 7.1 shall be applied at 50% of the scaling).
- 7.5. For the avoidance of doubt, no guarantees will apply to an Engagement in the event a Candidate is engaged as a contractor, freelancer, temporary worker, agency worker, or under any other form of engagement under a contract for services, where the Agency is acting as the intermediary and making payments to the Candidate.
- 8. LIABILITY AND INDEMNITY**
- 8.1. The Agency shall use reasonable endeavors to ensure a Candidate has the required standard of skill, experience and necessary qualifications as stated in the Vacancy; nevertheless, the Agency is not liable for any loss, expense, damage or delay arising from and in connection with any failure on the part of the Agency or of a Candidate to evidence such to the Client nor for any negligence whether willful or otherwise, dishonesty, fraud, acts or omissions, misconduct or lack of skill, experience or qualifications of a Candidate.
- 8.2. The Agency is not liable for any indirect or consequential losses or damage including but not limited to; loss of profits, revenue, goodwill, anticipated savings or for claims by third parties arising out of the Agency's performance or failure to perform any of its obligations in this Agreement.
- 8.3. Notwithstanding clause 8.2 above, nothing in this Agreement will be deemed to exclude or restrict any liability of the Agency to the Client for personal injury, death or fraud directly caused by the Agency.

- 8.4. The Agency shall not be liable for failure to perform its obligations under this Agreement if such failure results by reason of any cause beyond its reasonable control.
- 8.5. The Client will indemnify and keep indemnified the Agency against any costs (including legal costs), claims or liabilities incurred directly or indirectly by the Agency arising out of or in connection with this Agreement including (without limitation) as a result of:
 - 8.5.1. any breach of this Agreement by the Client or by its employees or agents;
 - 8.5.2. any breach by the Client or by Third Party, or any of its employees or agents, of any applicable statutory provisions (including, without limitation, any statutory provisions prohibiting or restricting discrimination or other inequality of opportunity, immigration legislation, and US data privacy laws); or
 - 8.5.3. any unauthorized disclosure of a Candidate details by the Client or by Third Party, or any of its employees or agents.
- 8.6. Save as required by law, the sole aggregate liability of the Agency arising out of or in connection with this Agreement is limited to \$10,000.

9. TERMINATION

- 9.1. The Agreement shall continue to remain effective, enforceable, presiding above any other agreements, whether written or oral, and shall be accepted by the Parties as entirely valid unless terminated by either party in accordance with the clauses of this Agreement.
- 9.2. This Agreement may be terminated by either party by giving to the other immediate notice in the event that either the Agency or the Client goes into liquidation, becomes bankrupt or enters into an arrangement with creditors or has a receiver or administrator appointed or where the Agency has reasonable grounds to believe the Client will not pay the Agency's invoice within the payment terms agreed within clause 6.3.
- 9.3. This Agreement may be terminated by either party for convenience by serving 3 months' notice in writing.
- 9.4. Without prejudice to any rights accrued prior to termination, the obligations within clauses 1, 4.10, 5, 6, 7.3, 8, 10, 11, 12, 14 and 15 will remain in force beyond the cessation or other termination (howsoever arising) of this Agreement.

10. CONFIDENTIALITY

- 10.1. All information contained within this Agreement will remain confidential and the Client shall not divulge it to any Third Party save for its own employees and professional advisers and as may be required by law.
- 10.2. The Client shall not without the prior written consent of the Agency provide any information in respect of a Candidate to any Third Party whether for employment purposes or otherwise.

11. DATA PROTECTION

- 11.1. 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.
- 11.2. The Client and Agency each agree to comply with all applicable provisions of the data protection laws within the US in sharing and processing of the personal data.

12. GENERAL

- 12.1. Any failure by the Agency to enforce at any particular time any one or more of this Agreement will not be deemed a waiver of such rights or of the right to enforce this Agreement subsequently.
- 12.2. No provision of this Agreement will be enforceable by any person who is not a party to it.
- 12.3. If any provision, clause, or part-clause of this Agreement is held to be invalid, void, illegal or otherwise unenforceable by any judicial body, the remaining provisions of this Agreement will remain in full force and effect to the extent permitted by law.
- 12.4. In the event any action or dispute arises to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to actual solicitor's fees and costs, regardless of whether or not proceedings are issued.
- 12.5. This Agreement is binding on the Parties and their successors, purchasers, and assignees.

13. NOTICES

- 13.1. Any notice required to be given under this Agreement (including the delivery of any information or invoice) will be delivered by hand, e-mail or prepaid first class post to the recipient at its 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).
- 13.2. Notices will be deemed to have been given and served:
 - 13.2.1. if delivered by hand, at the time of delivery if delivered before 5.00pm on a business day or in any other case at 10.00am on the next business day after the day of delivery; or
 - 13.2.2. if sent by e-mail, at the time of dispatch if dispatched on a business day before 5.00 p.m. or in any other case at 10.00 a.m. on the next business day after the day of dispatch, unless the transmission report indicates a faulty or incomplete transmission or, within the relevant business day, the recipient informs the sender that the e-mail message was received in an incomplete or illegible form; or
 - 13.2.3. if sent by prepaid first class post, 48 hours from the time of posting.

14. VARIATION

- 14.1. No variation or alteration of this Agreement will be valid unless approved in writing by the Client and the Agency.

15. APPLICABLE LAW

- 15.1. This Agreement will be construed in accordance with the state laws of Massachusetts and the parties submit to the exclusive jurisdiction of the courts of Boston, Massachusetts.