

**Monthly Smartt SUBSCRIPTION SERVICE
AGREEMENT**

THIS GENERAL CONTRACTUAL AGREEMENT (the "Agreement") BETWEEN:

COMPANY

Hurren and Hope Holdings Ltd

a company, incorporated in the United Kingdom under No. 0961334, Gascoyne House, Moselys Farm Business Centre, Fornham All Saints, Bury St Edmunds, Suffolk, IP28 6JY

(the "Company")

and

CLIENT

The individual user named as a signatory to a Subscription Agreement accessing or using the Service, or the company, or other legal entity, on behalf of which such Individual is accessing or using the Services - as applicable

(the "Client")

A. DEFINITIONS

Agreement: the Terms as outlined in this document

Terms: mean these Terms and Conditions that form the entire agreement between the Client and the Company regarding the use of the Service

Company: Join Talent Solutions Ltd, a company registered in the UK under registration number SC616488

Client: the individual user accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Services, as applicable

User: the individual user acting on behalf of the Client to procure and/or utilise the Service

Service: the purchased package of allocated recruiter time (Assigned Consultant) and the sourcing platform access provided by the Company for use by the Assigned Consultant

Subscription: refers to the Service package procured by the Client through their advance purchase of the Service which is offered on a subscription basis only. Each Subscription includes one (1) Assigned Consultant who will provide the Services for the duration of the Subscription purchased.

Assigned Consultant: an employee of the Company assigned to perform the Services procured by the Client under the terms of this agreement.

Role: a single vacant position the Client is seeking to fill.

Feedback: means feedback or suggestions sent by any employee or direct associate of the Client regarding the attributes, performance or features of the Service.

B. OVERSIGHT

1. These are the Terms governing the use of the Service and the agreement that operates between the Client and the Company. These Terms set out the rights and obligations of all Clients & Users regarding the use of the Service.
2. Client access to and use of the Service is conditioned on the acceptance of and compliance with these Terms.
3. By accessing or using the Service, the Client & the Users agree to be bound by these Terms. If a Client disagrees with any part of these Terms then they may not access the Service.
4. A User accepting these terms on behalf of a company, organisation, or other business entity, acknowledges and agree that they have authority to bind said company to the Terms herein and hold all accountability as such.

C. SCOPE OF SERVICE

1. The Client hereby agrees to engage the Company, acting as a managed service provider, to provide the Client with agreed resource to fulfil the following Service:
 - Sourcing of qualified candidates to deliver hiring of required talent into agreed Roles, with a maximum of 3 individual Roles being allocated to the Assigned Consultant at any given time during the period of Service purchased by the Client
 - Candidate management for candidates throughout the hiring process for assigned roles as required and only for the duration the Assigned Consultant is confirmed as being required to manage that Role
 - Hiring manager support and engagement for assigned roles throughout the hiring process as required and only for the duration the Assigned Consultant is confirmed as being required to manage that Role
2. The contract commences on the third working day after the Subscription being authorised and payment collected.
3. The resource assigned will be an employee of the Company with the requisite skills and experience required to support a 360-degree TA Partner position.
4. The resource assigned will be based in UK or Europe, decision upon which being entirely at the discretion of the Company in their view of the best solution for the Client on skills and time zone fit
5. Within 1 business day of the Subscription being authorised and payment collected, the Client's stated representative will be contacted by the Company to schedule a contracting meeting to discuss the Client's needs and identify the information that will be required by the Assigned Consultant to facilitate the provision of the Services (the "Contracting Meeting"). Following the successful completion of the Contracting Meeting, the Company will within 2 further business day assign appropriate personnel to commence delivery of the Services.
6. Failure by the Client to be available to attend the Contracting Meeting, or to provide access to systems and documentation required by the Assigned Consultant, will result in delays to the commencement performance of the Services. Such delays will not entitle the Client to any refunded amounts and will only serve to delay the commencement date of the Subscription.
7. In order for the Company and the Assigned Consultant(s) to effectively provide the Services, the Client will be required to:
 - co-operate with the Company and/or the Assigned Consultant(s) in all matters relating to the Service;
 - comply with all documented Terms and with particular regard to the payment obligations;
 - provide the Assigned Consultant(s) with a company email address or other account as necessary to facilitate the provision of the Service;
 - provide the Company with all documents and information necessary for the completion of the Services, within 1 business day (UK public holiday calendar being noted) of the Contracting Meeting to enable the Company to provide the Service;
 - ensure the accuracy of all data or other information provided to the Company in the course of the provision of the Service;

- ensure that the Company and/or its Assigned Consultants are accorded sufficient access to any information, data or personnel and use of any systems that are reasonably necessary for the completion of the Service.
8. With respect to any Role being managed by the Assigned Consultant, to ensure optimal service and avoid delays, the User(s) of the Service are expected to provide feedback to the Assigned Consultant within 2 business days of:
- the Assigned Consultant's submission of any candidates for consideration;
 - requests for information to answer candidate questions;
 - requests for diary slots for candidate interviews;
 - outcomes of candidate interviews; and
 - the decision on whether to progress any candidate post assessment.
9. The Service provided under this subscription does not include - Embedded services are available outside of this agreement:
- A dedicated Assigned Consultant – the Company is able to substitute the named Assigned Consultant as/if required and an Assigned Consultant may be providing services for other Client Subscriptions in parallel
 - Support on any activities outside of sourcing and candidate & process management for the 3 concurrent Roles being managed by the Assigned Consultant
 - Reporting outside of daily update or end of week summaries by the Assigned Consultant
 - LinkedIn Recruiter seat
 - Individual access to any job boards (outside of company licenses) or technology except for a Laptop, Webcam, Phone, Zoom account.
10. The Company is not responsible for conducting background checks of any kind on the candidates presented to by the Client's Assigned Consultant. All information provided to the Client by the Company or the Assigned Consultant is based on information provided directly by the candidate and/or publicly available data.
11. This is not an agency model, as this is a time & material service the Company can make no representations or guarantees that the Service will result in any Role being filled during the Subscription period.
12. The Company expressly disclaims all warranties, whether express, implied, statutory or otherwise, other than against the provision of a suitably qualified Assigned Consultant ready and available to conduct the Services outlined per these Terms and for the period of the Subscription, and acting in a manner that befits the standards of professionalism expected.
13. The Client is not entitled to any cancellation or refund if performance of the Service is prevented or delayed by the Client's actions or omissions or by the Client's failure to perform any of the relevant obligations outlined in these Terms.

SECTION 2

SUBSCRIPTION PERIOD

1. All Services will be billed through a recurring Subscription under term of immediate payment being required. The Client will be billed in advance on a periodic basis (either weekly or monthly), depending on the type of Subscription plan the Client select when purchasing the Subscription.
2. At the end of each period, the Client Subscription will automatically renew under the exact same conditions unless the Client cancels it or the Company cancels it.
3. The Company reserve the right without cause or reason to refuse or cancel any subscription. In such cases a refund for any remaining proportion of a Subscription period that is unused will be refunded by the Company within 5 working days from the Client being notified of the refusal or cancellation.
4. The Company will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment and the Company will indemnify the Client in respect of any such

payments required to be made by the Client.

5. The Company will be solely responsible for the payment of all remuneration and benefits due to the employees and associates of the Company, including any National Insurance, income tax and any other form of taxation or social security costs.
6. Nothing in this Agreement suggests a joint enterprise between the Client and the Company. The Company indemnifies the Client from any and all claims of co-employment by an Assigned Consultant. The Company takes full accountability for the fitness and probity of the Assigned Consultant including their legal right to work in the country in which they are being employed.

EXECUTION

7. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

8. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP, and subject to VAT at the prevailing rate.

ARREARS

9. In the event of the Client falling into arrears with the Company the service will immediately be suspended until the Client's account has been settled in full. In the event of the Company being required to pursue the Client for satisfaction of any arrears under this agreement the Client agrees to a one-off management fee of £500 being applied to cover administrative costs once such arrears exceed 60 days of age, and additionally that the Client will be billed in full for any and all legal & court expenses incurred by the Company in pursuit of satisfaction of the arrears.

CONFIDENTIALITY & GDPR

10. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, candidate information, employee information and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client or where such data would be subject to GDPR.
11. The Company agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Company has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
12. All written and oral information and material disclosed or provided by the Client to the Company under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Company.
13. The Company agrees to ensuring all of their staff are fully trained in their obligations under GDPR, and that all data they are accountable for managing on behalf of the client is managed within agreed storage and handling protocols within the client provided Data Protection Agreement or, if none provided as an addendum to the contract at time of contract signature, by default to the Company's own policies.

OWNERSHIP OF INTELLECTUAL PROPERTY

14. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trade mark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, will be the sole property of the Company.

RETURN OF PROPERTY

15. Upon the expiry or termination of this Agreement, the Company will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client. This includes revocation of access for the Company to the Client ATS and/or HRIS and any other Client owned systems for storage of candidate and/or employee data – those being the only permitted records of candidate and/or employee data under this agreement.

NOTICE

16. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:
 - Client email address as provided in the Subscription registration
 - Join Talent Solutions Ltd, by email to contactus@jointalent.co.uk

or to such other address as either Party may from time to time formally notify the other.

INDEMNIFICATION

17. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive termination of this Agreement.

CLIENT ACCOUNTS

18. When the Client creates a Subscription account with the Company, the Client warrants that all information provided is and will at all times be accurate, complete, and current. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of The Client Subscription and/or The Client account.
19. The Client is responsible for safeguarding the password that The Client uses to access the Website and for any activities or actions associated with The Client password.
20. The Client agrees not to disclose The Client password to any third party. The Client must notify the Company immediately upon becoming aware of any breach of security or unauthorized use of The Client account.
21. The Client may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than The Client without appropriate authorisation, or a name that is otherwise offensive, vulgar or obscene.

MODIFICATION OF AGREEMENT

22. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing, by email or in hard copy, by

each Party or an authorized representative of each Party.

ASSIGNMENT

23. The Company will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

24. It is agreed that there is no additional representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

25. This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

26. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

27. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

28. This Agreement will be governed by and construed in accordance with the laws of England.

SEVERABILITY

29. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

30. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

SOLICITATION

31. The Assigned Consultants of the Company are the assets of the Company and represent considerable investment on the part of the Company in building both IP and USP for the brand. Under terms of this agreement the Company's employees are therefore protected as business assets accordingly.

32. Clients are not permitted to approach in any regards Company's Assigned Consultants introduced to them by the Company the purposes of offering the those individuals additional work outside of this agreement, offering a permanent or fixed term role, or offering a retainer or any form of direct consultancy agreement.

33. This non-solicitation agreement will remain in force for a period of 12 months post the completion of the

project.

34. Breaching of this non-solicitation agreement by the Client immediately, and without further recourse, conveys acceptance by the Client of liability to pay the Company a one-off fee of £45,000 (commensurate to an assumed 40% placement fee) for each individual former Assigned Consultant who commences direct or indirect employment with the Client within the enforcement period.
35. The Company's employees are equally bound to contractual clauses which make discussion of current remuneration or acceptance of a role with a client contractually prohibited unless with advance written permission by the Company.

WORKING TIME

36. Where an Assigned Consultant is unable to support delivery an alternate will immediately be provided by the Company. Should the Company fail to do this within 2 business hours of any Assigned Consultant's absence or incapacity the Client will be entitled to a pro rata refund for any undelivered time remaining under the subscription period.
37. Timezone alignment available is against a working day of GMT/BST +/- 4 hours
38. The Services are provided to The Client "AS IS" and "AS AVAILABLE". The service being procured is the provision of a qualified Assigned Consultant on a time & materials basis to be ready and willing to support the Client in the delivery of the Service explicitly as outlined in these Terms during the period of Subscription and for a time that will not exceed 18 hours per week of effort for a weekly Subscription or the equivalent as an average over the Subscription period for a monthly Subscription.

CHANGES TO TERMS

39. We reserve the right, at the Company's sole discretion, to modify or replace these Terms at any time. If a revision is material the Company will provide reasonable notice prior to any new terms taking effect. What constitutes a material change will be determined at the Company's sole discretion.
40. By continuing to access or use the Service after those revisions become effective, the Client agrees to be bound by the revised terms. If the Client does not agree to the new terms, in whole or in part, please stop using the Website and the Service.

FEEDBACK

41. The Client grants without recourse or requirement for approval the rights to the Company to utilise and associate any feedback given by the Client and their assigned Users of the Service in any manner as deemed appropriate by the Company.