

Talmix Client Agreement

Last Updated: May 2020

This Talmix Client Agreement (the “**Agreement**”) is a contract between you as a Client and Talmix (both as defined below).

Talmix is an online staffing platform which provides clients with the ability to connect and engage with Talent registered with Talmix.

Under this Agreement, Talmix provides (i) access to the Talmix platform; and (ii) a service whereby Talmix will facilitate your interactions with Talent.

YOU UNDERSTAND THAT BY CHECKING THE BOX AND CLICKING THE “SUBMIT” BUTTON, YOU ARE AGREEING TO BE BOUND BY THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY, ORGANISATION OR ANOTHER LEGAL ENTITY, YOU ARE AGREEING TO THIS AGREEMENT FOR THAT ENTITY AND REPRESENTING TO US THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS.

AGREED TERMS

1 INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply to this Agreement.

Brief: means a request for Talent issued by the Client to Talmix. The Brief shall contain the details set out in clause 3.

Business Day: a day other than a Saturday, Sunday or public holiday when banks in London are open for business.

Charges: means all fees payable by the Client to Talmix.

Commencement Date: the date of this Agreement.

Engagement Agreement: the formal agreement between the Client and the Talent in relation to a Brief.

Force Majeure Event: means an event beyond either party’s reasonable control including but not limited to strikes, lock-outs or other industrial disputes, failure of a utility services or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, food, storm or default of suppliers or subcontractors.

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Interim Engagement: where the Talent is engaged by the Client on a temporary basis, either by reference to a project, list of deliverables or time period. An Interim Engagement shall have a predefined end date.

Introduce: the direct or indirect provision to the Client of information by Talmix in such format as Talmix may decide (whether via the Talmix staffing platform or otherwise) which identifies the Talent and Introduction and Introduced shall be construed accordingly.

Permanent Engagement: where the Talent is engaged by the Client for a permanent undefined period under a contract for services or employment agreement.

Platform: the online platform developed and hosted by Talmix which is used to connect Clients with Talent.

Remuneration: includes annual gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Talent for services provided to the Client or any third party. If the Talent does not work for 12 months then the Remuneration shall be calculated as if the Talent had done;

Talent: an entity, either in an individual capacity as in independent contractor or as a representative of a firm. The Talent is not an employee of Talmix.

Talent Fee: is the amount payable to the Talent in respect of a Brief. The Talent Fee shall be notified to Talmix in accordance with clause 4.2.

Talmix's Fees: as defined at clause 7.1.

Third Party: any person, organisation or entity who is not party to this contract. This includes a subsidiary, parent company or related party of a party to this contract.

VAT: value added tax chargeable under the Value Added Tax Act 1994.

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assignees.

1.3 A reference to a company shall include any company, corporation or other body

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corporate, wherever and however incorporated or established.

- 1.4 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.
- 1.5 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.
- 1.6 A reference to writing or written includes fax and e-mail.
- 1.7 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.8 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 USE OF THE PLATFORM BY THE TALENT

- 2.1 The Client shall apply online to Talmix for access to the Platform and Talmix may, but is under no obligation to, allow the Client to access the Platform, register their contact details and professional information and enter into correspondence with Talent with a view to engaging that Talent. Talmix reserves the right at its sole discretion to refuse access to the Platform to the Client to the extent that the Client provides insufficient, incomplete, or unsatisfactory registration or professional details. On admission to the Platform, the Client is granted a limited, non-exclusive right to use the Platform solely for the purpose of connecting with Talent.
- 2.2 The Client shall not at any time agree, or entice any Talent to agree, terms of engagement outside of the Platform unless Talmix expressly agrees otherwise in writing.
- 2.3 Whilst Talmix endeavours to make the Platform available to Client, it does not guarantee that the Platform will be available at all times.
- 2.4 The Client shall keep a secure password for the use of the Platform. The Client shall not access, store, distribute or transmit any viruses on the Platform, or any material that is unlawful, harmful, threatening, defamatory, obscene or racially offensive or that facilitates any illegal activity and Talmix reserves the right, without liability or prejudice to the Client, to disable the Client's access to the Platform in the event that the Client breaches this clause. The Client shall not access or use

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the Platform for any purpose other than as set out in this Agreement and shall not access all or any part of the Platform in order to build a competing service.

3 BRIEF

3.1 The Client shall provide Talmix with the following Information, either directly through using the Platform or by providing the information to Talmix to input the information onto the Platform:

- a) the date on which the Client requires the Talent to commence the proposed engagement;
- b) whether the engagement is a Permanent Engagement or an Interim Engagement;
- c) the type of work the Talent would be required to do;
- d) the proposed budget for the engagement, where possible;
- e) the location at which and, if the Talent provides the services at the Client's premises, any health or safety risks known to the Client and what steps the Client has taken to prevent or control such risks;
- f) the experience, training, qualifications, key deliverables, and any authorisation which the Client considers are necessary, or which are required by law, or by any professional body, for the Talent to possess in order to complete the engagement; and any expenses payable by or to the Talent.

3.2 Once an Engagement Agreement is entered into, the Brief shall be amended to include the details set out in clause 4.2.

4 INTRODUCTION

4.1 Talmix agrees to Introduce the Client to Talent who meet the Brief.

4.2 Within 5 Business Days of entering into an Engagement Agreement, the Client shall notify Talmix of;

4.2.1 the date of the Engagement Agreement;

4.2.2 any changes to the Brief agreed between the Client and the Talent;

4.2.3 the Talent Fee agreed with the Talent; and

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4.2.4 the invoicing schedule agreed with the Talent.

4.3 Following receipt of the information in clause 4.2, Talmix and the Client shall mutually agree any changes to the Brief required to materially align it with the Engagement Agreement.

5 SUITABILITY CHECKS

5.1 Talmix cannot guarantee to find a suitable Talent for each of the Client's engagements. The Client accepts that Talmix gives no warranty as to the suitability of any Talent or the validity of any qualification, training or experience which the Talent may purport to have.

5.2 The Client shall be obliged to satisfy itself as to the suitability of the Talent for the Brief. The Client is responsible for:

5.2.1 taking up any references provided by the Talent before engagement of the Talent;

5.2.2 confirming and/or arranging for the Talent's right to work as may be required by the law of the country in which the Talent is engaged to work within;

5.2.3 satisfying any medical and other requirements, qualifications or permissions required for the Talent to be engaged;

5.2.4 arranging and completing any criminal record and/or other background checks that the Client deems appropriate; and

5.2.5 compliance with all applicable laws in respect of the Engagement Agreement and receipt of services from the Talent including, as applicable, the determination of any employment status for the purpose of IR35 legislation or similar and notifying Talmix in respect of the same for the purpose of calculating the Talent Fee and making any relevant deductions.

5.3 The invoices we place on the Client are divisible. Each delivery made thereunder:

5.3.1 shall be deemed to arise from a separate contract, and

5.3.2 shall be invoiced separately and any invoice for a delivery shall be payable in full in accordance with the terms of payment provided for therein without reference to and notwithstanding any defect or default in the delivery of any other instalment or of any other instalment under any other contract.

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6 INTERIM ENGAGEMENTS

- 6.1 The provisions of this clause 6 shall apply to all Interim Engagements.
- 6.2 Talmix, acting as a collection agent for the Talent, shall invoice the Client for the Talent Fee in accordance with the Brief and Client shall pay such invoice within 14 days.
- 6.3 If the Client objects to the value of an invoice, the Client shall inform Talmix as soon as is reasonably practicable and shall co-operate fully, in good faith and in a timely fashion with Talmix to enable Talmix to establish the work completed by the Talent. The Client agrees to be held by the conclusions reached by Talmix on the work completed by the Talent, and agrees to pay the Talent Fee accordingly pursuant to clause 7.
- 6.4 The failure by the Client to sign the statement does not absolve the Client of its obligation to pay Talmix the Charges in accordance with this Agreement.

7 THE CHARGES

- 7.1 Unless expressly agreed otherwise in writing, Talmix's Fees shall be:
- a) For Permanent Engagements, 25% of first year on target Remuneration;
and
 - b) For Interim Engagements, 25% of the Talent's Fee.
- 7.2 If the parties have agreed that expenses are to be paid by Talmix to the Talent, Talmix may invoice the Client for those expenses separately and in addition to the Charges. An administrative fee of 7.5% of the total expenses shall be payable by the Client.
- 7.3 Talmix shall invoice the Talmix Fee;
- 7.3.1 On signature of Engagement Agreement for a Permanent Engagement; and
- 7.3.2 Unless agreed otherwise in the Brief, Monthly for Interim Engagements;
- and in each case the Client shall pay Talmix within 14 days of the date of the invoice.
- 7.4 The Charges are exclusive of VAT, which where applicable shall be added to the Charges at the prevailing rate as at the date of the invoice.
- 7.5 If the Client fails to make any payment due to Talmix under this Agreement by the

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due date for payment then the Client shall pay interest on the overdue amount at the rate of 4 per cent per annum above The Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until receipt of payment of the overdue amount and the accrued interest.

8 REBATE FOR PERMANENT ENGAGEMENTS

8.1 Subject to clause 8.2 and clause 8.3, if the Permanent Engagement of a Talent ends, Talmix will repay a portion of Talmix Fee according to the below schedule:

Proportion of Fee	Business days in which employment ends
100%	0-10
50%	11-30
25%	31-50
0%	51 days or more

8.2 The rebate shall only apply where:

8.2.1 it is a Permanent Engagement,

8.2.2 Client has not previously engaged the Talent in any capacity, whether directly by Client, or Introduced through Talmix,

8.2.3 the Client allows Talmix, in good faith, to introduce alternative Talent within 28 days of your notification,

8.3 The rebate shall not apply if;

8.3.1 the Permanent Engagement is terminated through no fault of the Talent. For the avoidance of doubt, this includes (but is no limited to) redundancy situations, ill health, death, wilful misconduct or negligence on the part of the Client; or

8.3.2 the Talent is re-engaged either directly or indirectly by the Client under a further Engagement Agreement at any time within 6 months of termination of the Engagement Agreement. The Client shall be obliged to repay to Talmix any rebate that it may have already received.

9 INTRODUCTIONS TO THIRD PARTIES

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9.1 All introductions are confidential and personal to the Client. The Client shall be liable to pay the Talmix Fee if the Client or a member of the Client's staff refers the Talent to another company (including any of the Client's subsidiaries, associated companies or holding company) and the Talent is employed or engaged in any capacity by that other company.

10 CONFIDENTIALITY

10.1 Each party undertakes that it shall not, at any time during this Agreement, or for a period of two years after termination of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 10.2.

10.2 Each party may disclose the other party's confidential information:

10.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 10.2; and

10.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

10.3 Subject to clause 10.4, no party shall use the other party's confidential information for any purpose other than to perform its obligations under this Agreement.

10.4 The Client consents and allows Talmix to use the Client's name and logo for the purposes of advertising and marketing Talmix's business.

11 TERM AND TERMINATION

11.1 This Agreement shall commence on the Commencement Date, and shall continue, unless terminated earlier in accordance with this clause 11, until either party gives to the other party no less than 30 Business Days' notice to terminate.

11.2 Without affecting any other right or remedy available to it, Talmix may terminate this Agreement with immediate effect by giving written notice to the Client if:

11.2.1 the Client commits a material breach of any term of this Agreement and (if such a breach is remediable) fails to remedy that breach within 21 days of receipt of notice in writing to do so; and

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11.2.2 the Client repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement.

11.3 The rights of Talmix under clause 11.2 are without prejudice to any other rights that it might have at law to terminate this Agreement or to accept any breach of this Agreement on the part of the client as having brought the agreement to an end. Any delay by Talmix in exercising its rights to terminate shall not constitute a waiver of these rights.

12 CONSEQUENCES OF TERMINATION

12.1 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

12.2 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

12.3 Termination of this Agreement shall not affect the validity of any Engagement Agreement entered into prior to the date of termination. For the avoidance of doubt, the Client's responsibility to pay any Talent Fee and/or Talmix fee to Talmix in respect of an Engagement Agreement shall continue after termination of this Agreement.

12.4 Early termination of this Agreement will result in the client being liable for all unpaid charges accrued up until the termination date for the work completed by the Talent under the Engagement Agreement.

12.5 The Clients licence to use the Platform shall cease upon termination of this Agreement.

13 LIMITATION OF LIABILITY

13.1 Nothing in this Agreement shall limit or exclude Talmix's liability for:

- a) death or personal injury caused by its negligence;
- b) fraud or fraudulent misrepresentation; and
- c) any other liability which cannot be limited or excluded by applicable law.

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13.2 Subject to clause 13.1, Talmix shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

- a) loss of profits;
- b) loss of sales or business;
- c) loss of agreements or contracts;
- d) loss of anticipated savings;
- e) loss of or damage to goodwill; and
- f) any indirect or consequential loss.

13.3 Subject to clause 13.1, Talmix's total liability to the Client, whether in contract, tort (including negligence), breach of its statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the Talmix Fee paid by the Client in the preceding 12 months in respect of the Brief that gives rise to the liability.

13.4 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of any oral or written statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement, and waives all rights and remedies which might otherwise be available to it in respect thereof, save in respect of liability arising as a consequence of fraud or fraudulent misrepresentation.

13.5 No warranty or representation express or implied is given in respect of any Talent Introduced and Talmix does not in any way guarantee the Talent's performance or accepts any liability for any loss, expense, damage or delay however occasioned arising from the Introduction of the Talent or his/her employment with or engagement by the Client.

14 ANNOUNCEMENTS

No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

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15 DATA PROTECTION COMPLIANCE

- 15.1 All information relating to a Talent is confidential and subject to the Data Protection Act 2018 or any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time including, but not limited to, the General Data Protection Regulation ((EU) 2016/679) (“**GDPR**”).
- 15.2 All information is provided solely for the purposes of providing Talent introductions to the Client with a view to the Client entering into an Engagement Agreement with the Talent. Such information must not be used for any other purpose nor divulged to any third party and the Client undertakes to abide by the provisions of the GDPR in receiving and processing the data at all times.

16 WARRANTIES

- 16.1 Each party warrants that it has full capacity, and a person entering into this Agreement on behalf of a body corporate warrants that they have full authority to enter into and perform this Agreement.
- 16.2 The client warrants and represents that all information that it gives or has given to Talmix or the Talent in connection with this Agreement is true, accurate and complete.

17 NON-SOLICITATION

The parties agree that neither of them will either on their own account or in partnership or association with any person, firm, company or organisation, or otherwise and whether directly or indirectly during, or for a period of six months from, the end of the term of this Agreement, solicit or entice away or attempt to entice away or authorise the taking of such action by any other person, any key executive of the other party who has worked on the services provided under this Agreement at any time during the term of this Agreement.

18 ENGAGEMENT AND OTHER DEALINGS

Neither party shall assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the other party, such consent not being unreasonably withheld or delayed, provided that Talmix shall have the right to assign this Agreement to a subsidiary, holding or parent company (and any of their subsidiaries) of Talmix on prior written notice to the client.

19 NO PARTNERSHIP OR AGENCY

- 19.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the

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agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

19.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

20 ENTIRE AGREEMENT

20.1 This Agreement and each Brief constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

20.2 Where the Client has signed both an online contract and a physical contract, the terms of the physical contract shall prevail.

21 THIRD PARTY RIGHTS

No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

22 SEVERANCE

22.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

22.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

23 HEALTH AND SAFETY

The Client shall, so far as reasonably practicable, ensure that the Talent's working conditions are safe and do not pose a risk to health nor cause damage to the environment.

24 FORCE MAJEURE

Neither party shall be liable to the other party as a result of any delay or failure to perform its obligations under this Agreement as a result of a Force Majeure Event.

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25 GOVERNING LAW AND JURISDICTION

25.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

25.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

26 COUNTERPARTS

This Agreement may be signed in duplicate, each of which, when signed, shall be original, and all the duplicates together shall constitute the same agreement. Faxed or scanned signatures shall be as effective as original signatures.