

MASTER TRAINING AGREEMENT (UK)

1. This Master Training Agreement (the “**Agreement**”) made effective this _____ day of _____, 2024 (the “**Effective Date**”). between Frank Recruitment Group Services Limited, a company incorporated in England under company number 08142375 (trading as Revolent Group) (“**Revolent**”) whose registered office address is The St. Nicholas Building, St. Nicholas Street, Newcastle Upon Tyne, Tyne And Wear, England, NE1 1RF and [Insert Client Name] (the “**Customer**”) with a principal place of business located at [Insert Client Address], each a “**Party**” and collectively the “**Parties**”.
2. Customer hereby retains Revolent to provide, and Revolent agrees to render to Customer, from time to time, information technology training services on the terms and conditions set forth herein and more particularly on one or more statements of work (“**SOW**”), a form of which is attached as Exhibit A and incorporated by reference (collectively, the “**Training Services**”). Prior to the delivery of any agreed course of Training Services (each a “**Training Programme**”), the Parties shall enter into an SOW describing the Training Services for that Training Programme. In the event of a conflict between a SOW and this Agreement, the terms of the SOW shall control.
3. This Agreement (and any SOW) shall continue in full force until terminated by either Party.
4. Either Party may terminate this Agreement, or any SOW, by giving thirty (30) days’ advance written notice to the other Party. Termination of this Agreement, or any SOW under this clause, shall not relieve either Party of their obligation to perform their respective obligations under this Agreement during such thirty (30) day period, and shall not relieve Customer of its obligation to pay Revolent for any Training Services performed (or reimburse Revolent for any expenses incurred under this Agreement) during such thirty (30) day period unless Customer has failed to pay any Revolent invoices in full when due in which case Revolent shall not be obligated to perform any additional Training Services.
5. If Customer cancels a Training Programme by providing written notice, and such written notice is received by Revolent 10 or more business days prior to the Training Programme Start Date, Customer shall pay Revolent 50% of the fees for such Training Programme or (if Client has already paid more than 50% of the fees for such Training Programme) Revolent will refund Customer the amount necessary so that Customer’s total payment for such Training Programme equals 50% of the cost of the Training Programme).
6. If Customer cancels a Training Programme less than 10 business days before the Training Programme Start Date or wishes to suspend or postpone any session of a Training Programme, Customer shall pay Revolent 100% of the fees for such Training Programme in accordance with the Agreement. If Customer has already paid Revolent for such Training Programme, Revolent will not refund Customer any portion of that payment. In any event, Revolent shall not refund any amounts paid by Customer on account of expenses incurred by Revolent in performing or planning to perform the Training Services.
7. Customer is responsible for determining the requirements of each Training Programme and selecting the content appropriate for its needs. Customer is responsible for providing all audio visual or electronic equipment and information required to enable Revolent to perform the Training Services, including IT equipment and use of virtual meeting applications (such as Teams or Zoom) except for the Revolent Sourced Training Materials.
8. Customer is responsible for providing Revolent with all information reasonably required to undertake the Training Services, including the names and contact details of the relevant Trainees whom Customer wishes to participate in the Training Services. Customer acknowledges that this will require sharing personal data with Revolent. Customer acknowledges that this may (where relevant) also require sharing personal data with other Revolent Contractors. Customer warrants that it shall obtain appropriate consent from the relevant Trainees to share their personal data with Revolent, and (where relevant) Revolent Contractors and other Trainees for the purposes of the Services described under this Agreement.
9. Revolent, to the fullest extent permitted by law, hereby disclaims all warranties and representations with respect to the Training Services, including, without limitation, any warranty of merchantability, fitness for a particular purpose, timeliness, completeness or the achievement of any particular deliverable, result, functionality or capability.

10. Customer shall pay Revolent the fees and expenses as set out on the applicable SOW for such Training Programme. Revolent's fees exclude any applicable taxes and VAT on the Training Services which Customer shall pay as requested by Revolent. Customer shall promptly provide Revolent with all information necessary for Revolent to charge and collect any applicable taxes. Customer shall pay all Revolent invoices (a) at least 20 business days prior to the start of the Training Programme covered by the invoice or (b) if Customer executes a SOW or Revolent issues its invoice to Customer less than 20 business days prior to the start of the Training Programme described in such SOW, upon receipt of the invoice. Revolent shall invoice Customer for all pre-approved expenses incurred related to a Training Programme, including without limitation, any travelling, lodging or meal expenses, as and when such expenses are incurred, if any, and Customer shall pay such expense invoice within thirty (30) days of the date of the invoice.
11. Revolent shall have no liability for any loss, liability or damage to Customer or any participant in the Training Services (each a "**Trainee**," collectively the "**Trainees**") in connection with any Trainee failing to pass any certifications, examinations or tests related to the topics, technology or content taught in a Training Programme. Customer is solely responsible for ensuring Trainees' proper attendance at, and commitment to, the training sessions.
12. Notwithstanding anything to the contrary herein, and to the fullest extent permitted by law, Revolent's total liability, in the aggregate, regardless of the theory or type of liability or claim, including claims or liabilities in contract, tort (including negligence), for breach of statutory duty or otherwise or otherwise, shall be limited to the amounts actually paid by Customer to Revolent hereunder during the six (6) month period immediately prior to the occurrence of the set of facts and circumstances first giving rise to the claim(s) on which such liability is based. This clause is subject to clause 13.
13. Nothing in this Agreement limits: (i) either Party's liability for death or personal injury caused by its or its personnel's negligence; (ii) either Party's liability for fraud, or any fraudulent misrepresentation, or wilful misconduct; (iii) any other liability that cannot by law be limited.
14. Under no circumstances shall Revolent be liable to Customer or any of its employees, Trainees, representatives, agents or contractors for any indirect, punitive, special, exemplary or consequential damages, even if Revolent knew or should have known, or has been advised of the possibility of, such damages or if such damages were foreseeable.
15. "**Revolent Sourced Training Materials**" means all documents, information, items and materials in any form, whether owned by the Revolent or a third party, which are provided by Revolent to the Customer in connection with the Training Services, including (but not limited to): training materials in whatever form (such as PowerPoint slides, handouts, exam preparation documents etc.); learning pathways; all content and materials accessible pursuant to the Subscriptions; all content and materials accessible pursuant to the provision of the Deployment Readiness Training Services. "**Intellectual Property Rights**" means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (i) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask work rights; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patent and industrial property rights; (v) other proprietary rights in intellectual property of every kind and nature; and (vi) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to within this section.
16. Revolent (and (where applicable) its licensors) shall retain ownership of all Intellectual Property Rights in the Revolent Sourced Training Materials and Training Services. Customer acknowledges and agrees that: (i) Customer does not acquire any Intellectual Property Rights or any other rights under this Agreement except the limited right to use the information and knowledge gained through the Training Services solely in connection with the training and certification of the Trainees as specified in the applicable SOW; (ii) Revolent (or, if applicable, its licensors) exclusively owns all rights, title and interest in and to the Training Services and Revolent Sourced Training Materials, all improvements, enhancements, modifications and derivative works thereof, and all Intellectual Property Rights therein, and (iii) Revolent reserves all rights not expressly granted hereunder.

17. **The Revolent Sourced Training Materials will be made available to Customer and the Trainees during the applicable Training Programme only.** Upon the completion of the Training Services or a particular Training Programme, or upon request by Revolent, Customer shall immediately return to Revolent all Revolent Sourced Training Materials and any and all duplications thereof.
18. Customer (including any employees, Trainees, workers, consultants or agents under instruction of Customer) shall not: (i) permit unauthorised access to, or use of, Training Services or any of the Revolent Sourced Training Materials, (ii) create derivative works based on the Training Services or any of the Revolent Sourced Training Materials, (iii) copy, reverse engineer, frame or mirror any part or content of the Training Services or the Revolent Sourced Training Materials (other than for Customer's own internal business purposes), (iv) access or use the Training Services or any Revolent Sourced Training Materials to build a product or service competitive to the products and/or services offered by Revolent from time to time (v) take any photography/video/audio of interactions with Revolent staff without prior written consent (vi) take photographs/video/audio of training sessions (vii) use the Revolent Sourced Training Materials for any other purpose, other than in connection with the Training Services (viii) disclose the Revolent Sourced Training Materials to any other person or entity, except for Trainees.
19. Where applicable, the Training Services may be provided in conjunction with institutions such as Salesforce, AWS, Snowflake ("**Partner Institutions**"). Partner Institutions may make certain online content and courses available to individuals who open a Learner Account with them (e.g. Trailhead), and (where relevant) this may be a requirement for completion of the training programme and/or taking the certification exams. Where this applies, Customer acknowledges and agrees that:
- the Partner Institution may have its own terms, policies or procedures regarding such online content and courses;
 - Customer is responsible for reviewing and adhering to the Partner Institution's terms, policies or procedures regarding such online content and courses, and for ensuring that all Trainees, employees, workers, consultants or any other Customer personnel adhere to the Partner Institution's terms, policies or procedures regarding such online content and courses;
20. Customer shall indemnify Revolent and keep Revolent fully indemnified from and against all actions, claims, demands, costs, expenses, liabilities, loss, damages or other monetary relief brought, made or awarded against or incurred by us resulting (directly or indirectly) from Customer's (including any employees, Trainees, workers, consultants or agents under instruction of Customer) breach of clauses 8, 17, 18, 19, 20 above.
21. **Assignment and other dealings:** This Agreement is personal to the Parties and neither Party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the written consent of the other Party (such consent not to be withheld unreasonably), save that Revolent may (at its sole discretion) subcontract all or part of its obligations under this Agreement where required and without notice to Customer. **Amendment:** This Agreement may be amended or modified from time to time only by the written agreement of the Parties. **Modern Slavery:** Each Party undertakes, represents and warrant that (i) they shall comply with the Modern Slavery Act 2015 ("MSA 2015") and (ii) that neither they nor any officer or employee has (a) committed an offence under the MSA 2015, (a "MSA Offence"), (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the MSA 2015, or (c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the MSA 2015. **Data Protection:** To the extent that any data or information belonging to one of the Parties is personal data within the meaning of the General Data Protection Regulation (Regulation (EU) 2016/679 and the Data Protection Act 2018 (collectively, the "Data Privacy Laws") or equivalent legislation in the territory that the other Party gathers, collects or has access to, such other Party agrees (i) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the Data Privacy Laws, (ii) that after assessment of the requirements of the Data Privacy Laws, the security measures are appropriate to protect personal data against accidental loss, alteration, unauthorized disclosure or access and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the cost of the implementation, (iii) that it will ensure compliance with the security measures, (iv) that it will promptly notify the other Party about any legal binding request for

disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as prohibition under criminal law to preserve the confidentiality of a law enforcement investigation, any accidental or unauthorized access and any request received directly from the data subjects without responding to that request, unless it has been authorized to do so, and (v) to deal promptly and properly with all inquiries from the other party relating to its processing of the personal data subject to the transfer and abide by the advice of the supervisory authority with regard to the processing of the data transferred. **Entire agreement:** This Agreement (and any SOW) constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes and extinguishes all previous contracts, agreements, pre-existing negotiations, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. **Governing law:** This Agreement shall be governed by the laws of England and Wales. **Counterparts.** This Agreement and any SOW may be executed electronically, by facsimile, and in counterparts, which taken together shall form one legal instrument and have the same binding power as original signature pages.

22. In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

Signed by Frank Recruitment Group Services
Limited (trading as Revolent)

Signed: _____
Name: _____
Title: _____
Date: _____

Signed by Customer:

Signed: _____
Name: _____
Title: _____
Date: _____

STATEMENT OF WORK

Unless otherwise defined in this SOW, all capitalized terms used herein shall have the meanings ascribed to them in that certain Master Training Agreement by and between Revolent and [REDACTED] (the "Customer") dated [REDACTED] (the "Agreement."). In the event of any conflict between the terms of this Re-Skill SOW and the Agreement, the terms of this Re-Skill SOW shall control.

Title of Training Programme	[Insert client name] [insert 5 words or less describing training programme] (i.e. Full Stack Training or Java Development Training)
Brief Description of Training Programme	<p>"Re-Skill Programme" means a learning and development programme offered by Revolent to various customers, which focuses on experiential learning and hands on practical application of Salesforce technology. The Re-Skill Programme uses a variety of learning methods, including (but not limited to): instructor-led training courses; labs and technical tests; technical projects; behaviour and skills bootcamps.</p> <p>The Re-Skill Programme incorporates the following certifications: INSERT</p> <p>with a maximum of two attempts per Trainee per certification</p> <p>[IF PLC ACCESS REQUIRED: Salesforce Accredited Professional Courses ("SAP Courses")</p> <p>As the Training Programme includes a SAP Course, the following are mandatory conditions:</p> <ul style="list-style-type: none"> • All Trainees Customer puts forward for the Training Programme must be current employees of a Salesforce Partner organisation; • Customer must provide us with the name and contact details of the person responsible for managing Partner Learning Camp use, so that we can verify your suitability as appropriate; • Customer must provide Trainees with access to Partner Learning Camp, using their respective Partner Learning Camp log-in details; • Customer warrants that it has reviewed and accepted any relevant terms, policies or procedures applicable to the Partner Learning Camp]
Number of Trainees	<p>X</p> <p>[Customer acknowledges that Trainees from other organisations may take part in the Training Programme alongside Customer Trainees. Customer warrants that it will obtain all necessary consents from Trainees and comply with all applicable Data Privacy Laws.]</p>
Location of Training Programme	<p>Remote. Trainees to be located inside].</p> <p>Revolent Trainer(s) to be located inside [India, Germany, the U.S.A, or United Kingdom]</p>
Duration of Training Programme	<p>X continuous weeks, 5 days per week (no weekends), 8 hours per day.</p> <p>Training sessions to take place between the hours of X and Y [insert time zone]</p> <p>Trainer(s) and Trainees will get at least one 30 minute training/work free meal period per training day (such meal break excluded from the calculation of 8 training hours per day) and at least two 15 minute training/work free rest breaks per day, one in the morning and one in the afternoon (such rest breaks included in the calculation of 8 training hours per day).</p> <p>No Training Services will be provided where the Trainer(s) have a public/federal holiday.</p> <p>For each public/federal holiday for the Trainer(s) that occurs during the Training Programme, Revolent shall either: permit the Trainer(s) to carry out the Training Services as normal; or (at Revolent's sole discretion) Revolent may add one extra day of Training Services to the end of the Training Programme to account for the relevant public/federal holiday.</p> <p>For each public/federal holiday for the Trainee(s) that occurs during the Training Programme, Revolent shall add one extra day of Training Services to the end of the Training Programme to account for the relevant public/federal holiday.</p>
Start Date	[X] , 2023
Training Fee	\$XXX per Trainee plus all applicable taxes and GST.
Expenses	Revolent shall seek Customer pre-approval for all expenses that Revolent intends to seek reimbursement from Customer. Revolent shall not be obligated to incur any expense (including travel) if Customer fails to grant such pre-approval.



Customer Accounts Payable Contact	_____	Name	Customer Invoicing Physical Address	_____
	_____	Tel		_____
	_____	Email		_____

Signed by Customer:

Signed by Frank Recruitment Group
Services Limited (trading as Revolent)

Signed:

Signed:

Name:

Name:

Title:

Title:

Date:

Date:

Services Agreement

This Revolent Services Agreement (together with all signed Revolent Cohort Statements of Work and Exhibits, hereinafter the **“Agreement”**) is entered into by and between Frank Recruitment Group Services Ltd, a company incorporated in England under company number 08142375, trading as Revolent (**“Revolent”**) and [_____] **[legal entity name of Client]**, a company incorporated in [_____] **[country of incorporation]** under company number [_____] **[company number]** with a principal place of business at [_____] **[legal registered address of Client]** (**“Client”**) (each a **“Party”** and collectively the **“Parties”**).

WHEREAS, Client has a need for specialised information technology professionals;

WHEREAS, Revolent has expertise in recruiting, hiring and training specialised information technology professionals;

WHEREAS, Client desires to engage Revolent to provide recruitment, training and time and materials services; and

WHEREAS, Revolent shall provide such services and Client shall purchase such services in accordance with all of the provisions, terms and conditions of this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

DEFINITIONS

The following definitions apply in the Agreement:

“Assignment” refers to a specific project to which a *Revolent Employee* is selected by Client to perform *Time and Materials Services*.

“Charge Rates” are set forth on the applicable SOW and are inclusive of Revolent’s margin.

“Data Privacy Laws” means the General Data Protection Regulation (Regulation (EU) 2016/679 and the Data Protection Act 2018.

“End-Client” means any customer of Client.

“Expenses” are all out of pocket costs incurred by Revolent and *Revolent Employees* in performing the *Services*, including, without limitation, travel, lodging, meals and background checks and Background Reports.

“Fees” is the applicable *Charge Rate* multiplied by either (a) forty (40) hours per week, if during the *Initial Training Period*, excluding national holidays and time taken off by the respective *Revolent Employee*, or (b) the number of Client approved hours worked by the *Revolent Employee* on and after the *Time and Materials Services Start Date* (as defined in the SOW) plus any overtime, where applicable. Fees exclude all applicable taxes and *Expenses*.

“Initial Training Period” is the initial training provided to each *Revolent Employee* by Revolent prior to the *Time and Material Services Start Date* which shall include each *Revolent Employee* earning one or more certifications in the technology(ies) or capabilities as mutually agreed by Revolent and Client.

“Introduce” or **“Introduction”** is Revolent’s provision of any information to Client about a *Revolent Employee*, whether written or oral, including but not limited to contact information, a *Revolent Employee*’s compensation expectations, references, or any information that may be derived from a *Revolent Employee*’s resume.

“Recruitment Services” means Revolent’s *Introduction* of information technology professionals in accordance with Client’s criteria or requirements to Client for potential performance of *Time and Materials Services* to Client or *End-Client* if any.

“Revolent Employee” is an employee of Revolent who is a participant in the *HTD Programme*. Revolent shall assume all employer responsibilities for each *Revolent Employee*, including approval of annual leave, visa sponsorship (if applicable), employment taxes, offering benefits and complying with all applicable laws and regulations with respect to the employment of the *Revolent Employee*.

“Revolent Hire, Train, Deploy Programme” or **“HTD Programme”** is a programme hosted by Revolent, wherein candidates with relevant work experience and/or relevant education are hired by Revolent as *Revolent Employees* to undergo tailored, ongoing training and development and obtain relevant certifications. If additional training or certification is needed for a *Revolent Employee*, whether determined by Client or otherwise, same will be organised by Revolent.

“Services” means collectively *Recruitment Services*, *Training Services*, and *Time and Materials Services*.

“Statement of Work” or **“SOW”** means a Revolent Cohort Statement of Work describing the terms and conditions of the Services and specifying other Assignment-specific information as may be required by either Party, each of which is incorporated by reference herein and a form of which is attached as Exhibit A.

“Time and Materials Services” are all information technology or other services rendered by *Revolent Employee* whether under a SOW or otherwise.

“Training Services” are Revolent’s performance of various training and educational services intended to provide the *Revolent Employees* with the skills, certifications and know-how necessary to provide the *Time and Materials Services*

SERVICES

1. The Parties’ Responsibilities

- 1.1. Revolent shall review Client’s search requirements in detail with Client, review the HTD Program for relevant Revolent Employees, keep Client regularly advised as to the search progress, and Introduce potential Revolent Employees who reasonably meet the requirements communicated by Client to Revolent. Upon request, Revolent will assist in the arrangement of interviews, exchange interview feedback, perform reference checks, and work with Client to construct and close an offer to a Revolent Employee. For every Revolent Employee selected by Client, Revolent shall provide the Training Services. Client acknowledges that the availability of potential Revolent Employees is subject to market conditions, Client’s budget for the Assignment, location of the performance of the Time and Materials Services, and the uniqueness of the Assignment requirements. Revolent shall contract with a third-party vendor to obtain various background check reports and information on Revolent Employees, to the extent legally permissible (each a **“Background Report”**). To the extent legally permissible, Revolent will pass along the Background Report to Client for Client’s review, analysis and decision. Revolent disclaims all representations and warranties as to the timeliness, content, completeness, truthfulness and accuracy of any Background Report or its ability to pass along the same to Client.
- 1.2. Client is responsible for: determining the requirements of the Assignment; interviewing and testing Revolent Employee to identify Revolent Employee’s qualifications, capability, technical ability and proficiency in light of Client’s needs; selecting each Revolent Employee for an Assignment; directing each Revolent Employee’s performance of the Time and Materials Services; establishing and communicating the goals and preferred outcome of each Assignment to the Revolent Employee; closely monitoring and overseeing the Revolent Employee to maintain cost and quality control; limiting the Revolent Employee’s access to Client’s or End Client’s data, network and systems (**“Systems”**) such that Revolent Employee only has access to Systems that are required for the Assignment; restricting Revolent Employee from using unauthorized devices, methods or tools to access Systems; implementing reasonable administrative, technical and procedural safeguards to protect the security of Systems; ensuring the condition and safety of the Client’s or End Client’s (if applicable) worksite; complying with all applicable laws regarding the Revolent Employee and the Assignment and ensuring that Client and any End Client, and their respective employees, agents and contractors, comply with all applicable laws including without limitation, workplace harassment and workplace discrimination laws. Client or End-Client shall, at their cost, provide all computers and laptops that the Revolent Employees use to perform the Time and Materials Services, and shall maintain the same in good working condition and with the latest anti-virus and malware protections. Client shall not solicit Revolent Employees for additional training or certification without Revolent’s written consent.
- 1.3. Upon hiring the Revolent Employee, Revolent shall commence providing Training Services to each Revolent Employee. The duration of the Training Services shall vary depending on the certifications and skills required under each Statement of Work. Client shall pay Revolent for Training Services as set out in Clause 4 and the Statement of Work, subject to the refund obligations in Clause 5.1.

2. Documents

- 2.1. If Client elects to receive any Service, the Parties shall execute a Statement of Work. In the event of a conflict between a Statement of Work and this Agreement, the terms of the Statement of Work shall control.
- 2.2. Any and all out of pocket, business related expenses of Revolent Employees are subject to the Expense Policy as amended from time to time, attached hereto as Exhibit B and incorporated into the Agreement. Revolent

shall invoice Client for any and all Expenses incurred by Revolent or Revolent Employees in performing the Services.

- 2.3. If Client requires Revolent Employee to execute a confidentiality, data protection, or intellectual property agreement specific to Client's (or its customer's) needs, Client shall provide such agreement(s) directly to Revolent for review prior to the commencement of the Assignment. Revolent shall not have any liabilities or obligations (legal or contractual) under any agreement entered into directly between Client and Revolent Employee and nothing in such agreements shall modify, delete, replace or supersede any term or condition in this Agreement. Client agrees that no Revolent Employee has the power to bind or obligate Revolent by signing any document described in this Clause.

3. Revolent Employee Timesheets

- 3.1. Revolent will provide Client and Revolent Employee access to its online timesheet portal where Revolent Employee will submit weekly timesheets. Except as set forth in Clause 3.2 below, within five (5) business days of the submission of a timesheet, Client shall either approve or Dispute (defined below) each timesheet submitted by a Revolent Employee. Client represents and warrants that any employee, agent or representative of Client or End Client who approves all or part of on the hours on a timesheet is authorized and qualified to do so and that such approval is binding on Client for all purposes.
- 3.2. Client shall approve or reject a timesheet based solely on the accuracy of the total number of hours listed on the timesheet and not the quality, timeliness, completeness or any other aspect of the Time and Materials Services or a Revolent Employee's actions. Client may only reject a timesheet if Client has objective proof that the number of hours listed on the timesheet is a clerical error or were not, in fact, worked by the Revolent Employee (in either case, a "Dispute"). Within the five (5) business day period set out in Clause 3.1 above, Client shall notify Revolent in writing or email of any Dispute and include in such notification all proof or evidence in its possession supporting its position. Client shall approve all hours reflected on a timesheet that are not the subject of a Dispute.
- 3.3. Client hereby consents to, and agrees that, Revolent shall auto-approve all timesheets submitted by a Revolent Employee if Client fails to notify Revolent of a Dispute within five (5) business days of the submission of such timesheet and such auto-approval is binding on Client for all purposes.
- 3.4. Client will notify Revolent in writing or email prior to adding, removing, or changing the scope, services, and/or responsibilities set forth on a Statement of Work. All Time and Materials Services or other services rendered by Revolent Employee outside the scope of the Statement of Work for the benefit of Client, an End Client or their respective affiliates, will be payable by Client pursuant to this Agreement.

4. Invoicing and Payment

- 4.1. Revolent shall invoice Client on a weekly basis for all Fees and Expenses. Revolent shall invoice Client for all other amounts due hereunder as and when they arise. Unless otherwise specified on a Statement of Work, all Charge Rates exclude sales and any other applicable taxes. Where applicable, Revolent's invoices may include applicable taxes, interest and Expenses. Client shall pay each invoice in full without set off or counterclaim within seven (7) days of the date of Revolent's invoice. Client shall pay all Revolent invoices and other amounts due to Revolent via electronic funds.
- 4.2. Nigel Frank and Revolent reserve the right to charge interest on any overdue amounts at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. If Nigel Frank or Revolent retains a third party for the purpose of collecting Fees, interest, Expenses or taxes owed hereunder or otherwise enforcing its rights hereunder, Client shall reimburse Nigel Frank or Revolent accordingly on demand for all such costs and expenses incurred by Nigel Frank or Revolent.

5. Removal of a Revolent Employee and Termination

- 5.1. **Removal of a Revolent Employee During Training.** Revolent shall start billing the Client the Charge Rates as agreed in the Statement of Work on the Training Start Date. Provided that Client pays all Revolent invoices in full and on time during training, if a Revolent Employee resigns during training or Revolent terminates their employment during training through no act or omission of Client, Revolent shall issue Client a credit or a refund (payment method to be determined by Revolent) for all amounts paid by Client to Revolent on account of such Revolent Employee.

- 5.2. **Removal of a Revolent Employee for Cause.** Client shall promptly notify Revolent if it receives or otherwise obtains information which gives it reasonable grounds to believe that one or more Revolent Employees should be removed from an Assignment due to such Revolent Employees' gross negligence, gross misconduct, fraud, violation of applicable law or violation of a Client or End Client policy ("**Cause**") and Client shall not pay Revolent a penalty for such removal. Revolent shall remove such Revolent Employees from the Assignment if so requested by Client provided however that such removal shall not effect, in any way, Client's obligation to pay for such Revolent Employee's Time and Materials Services rendered prior to such removal.
- 5.3. **Removal of a Revolent Employee Without Cause.** If Client requests Revolent to remove a Revolent Employee during the Initial Training Period or thereafter without Cause, Revolent shall remove such Revolent Employee immediately, and Client shall pay Revolent a notice period payment of 40 hours per week at the applicable Charge Rates set forth on the Statement of Work for the number of weeks of notice set forth on the Statement of Work ("**Notice Period Fees**") on account of each so removed Revolent Employee. Client shall pay Revolent the Notice Period Fees no more than fourteen (14) days from the date of Revolent's invoice. Revolent's removal of a Revolent Employee under this Clause shall not effect, in any way, Client's obligation to pay Revolent for such Revolent Employee's Time and Materials Services rendered prior to such removal.
- 5.4. Either Party may terminate a Statement of Work and/or this Agreement by written notice at any time if the other Party is in material breach of any of its obligations hereunder and such Party fails to cure such breach within fifteen (15) days of its receipt of written notice from the non-breaching Party generally describing the breach. Regardless of any such termination, Client shall pay Revolent for all undisputed, outstanding or approved hours worked by Revolent Employee through the effective date of termination of the Statement of Work regardless of the reason for such termination.
- 5.5. Notwithstanding anything to the contrary herein and without prejudice to any other right or remedy hereunder or at law or in equity, Revolent may suspend or halt the performance of the Services until all outstanding invoices are paid in full or until any breach of this Agreement by Client is cured to Revolent's reasonable satisfaction.
- 5.6. Revolent reserves the right to place a Revolent Employee on other assignments and projects without prior written approval of Client or End Client if Client engages the Revolent Employee for less than 40 hours per week during the Assignment.

6. Employment of Revolent Consultant

- 6.1. Client shall under no circumstances Transfer or solicit to Transfer a Revolent Employee during the Restriction Period. "**Transfer**" means, during the Restriction Period (defined below), the full-time or part-time employment, contracting, consulting or other similar arrangement with a Revolent Employee (without Revolent written consent). "**Restriction Period**" means the twenty-four (24) month period following the Initial Training/Billing Start Date as set forth in a Statement of Work, or if there is no Statement of Work, as verified by Revolent.

GENERAL TERMS AND CONDITIONS

7. Confidentiality and Data Protection

- 7.1. Revolent recognizes that in the context of rendering Services, Client may provide Revolent with confidential data about Client's business. Neither Revolent nor Revolent Employee shall disclose or divulge Client's confidential information except that confidential information may be disclosed (a) to its and its officers, employees and agents; (b) to the extent required by law or regulation; or (c) on a need to know basis to perform its respective obligations hereunder.
- 7.2. Revolent shall not use or disclose any non-public business information or trade secrets of the Client or End Client (collectively, "**Client/End Client Business Information**") that it or the Revolent Employees learn of hereunder except to perform the Services hereunder. Revolent shall keep any Client/End Client Business Information confidential for a period of 10 years, or if a trade secret (as defined by applicable law) for the length of time that such information remains a trade secret. At the end of the Assignment or at Client's or End Client's written request, Revolent shall permanently delete all Client/End Client Business Information. Client or End Client shall, at their cost, provide all computers and laptops that the Revolent Employees use to perform the Time and Materials Services, and shall maintain the same in good working condition and with the latest anti-virus and malware protections.

- 7.3. To the extent that any data or information belonging to one of the Parties is personal data within the meaning of the Data Privacy Laws or equivalent legislation in the territory that the other Party gathers, collects or has access to, such other Party agrees (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the Data Privacy Laws, (b) that after assessment of the requirements of the Data Privacy Laws, the security measures are appropriate to protect personal data against accidental loss, alteration, unauthorized disclosure or access and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the cost of the implementation, (c) that it will ensure compliance with the security measures, (d) that it will promptly notify the other Party about any legal binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as prohibition under criminal law to preserve the confidentiality of a law enforcement investigation, any accidental or unauthorized access and any request received directly from the data subjects without responding to that request, unless it has been authorized to do so, and (e) to deal promptly and properly with all inquiries from the other party relating to its processing of the personal data subject to the transfer and abide by the advice of the supervisory authority with regard to the processing of the data transferred.
- 7.4. Client shall be given access to and/or acquire certain confidential information about Revolent and actual or potential Revolent Employees including Revolent Employee contact information, references, and resumes ("**Confidential Information**"). Confidential Information shall only be used by Client for the sole purpose of conducting business with Revolent and may not be furnished to third-parties without Revolent's advanced written consent. Client will implement all reasonable technical administrative, and organizational safeguards to protect Revolent Employee personally identifiable information from unauthorized disclosure, access, alteration, or deletion. If any of the aforementioned events occur, Client shall immediately notify Revolent in writing.

8. Mutual Indemnification

- 8.1. Each Party shall indemnify, defend and hold harmless the other Party from liability to third parties directly related to any claims, demands, investigations, judgments, damages, fines, costs and expenses (collectively, a "**Claim**") arising from the gross negligence, wilful misconduct, fraud or violation of applicable law by the indemnifying Party, except to the extent that the Claim arises from any act or omission of the other Party or its customers, and their respective employees, agents, contractors or subcontractors.

9. Disclaimer of Warranties; Limitation of Liability; Limitation of Damages

- 9.1. Notwithstanding anything to the contrary herein, and to the fullest extent permitted by law, Revolent hereby disclaims all warranties and representations with respect to the Services including, without limitation, any warranty of merchantability, fitness for a particular purpose, timeliness, completeness or the achievement of any particular deliverable, result, functionality or capability.
- 9.2. Except to the extent directly attributable to Revolent's gross negligence, wilful misconduct or fraud, Revolent does not accept or have any liability for any loss, expense, damage, judgment, cost or delay arising from the acts, omissions, negligence, dishonesty, misconduct or incapability of a Revolent Employee or if a Revolent Employee fails, for any reason, to provide Time and Materials Services for the entire duration of the Assignment.
- 9.3. Notwithstanding anything to the contrary herein, and to the fullest extent permitted by law, (i) Revolent's total liability hereunder, in the aggregate, shall be limited to the amounts actually paid by Client to Revolent hereunder during the six (6) month period immediately prior to the occurrence of the set of facts and circumstances first giving rise to the claim(s) on which such liability is based and (ii) under no circumstances shall Revolent be liable to Client or its customer for any indirect, punitive, special, exemplary or consequential damages, even if Revolent has been advised of the possibility of such damages or if such damages were foreseeable.

10. Non-Solicitation

- 10.1. For the duration of an Assignment and for a period of six (6) months after the expiry of termination of the most recent Assignment neither Client or any of Client's affiliates shall not directly or indirectly, whether on its own behalf or for the benefit of any other entity, solicit, approach, induce, divert or in any other way encourage any individual employed by Revolent to leave the employment of Revolent.

11. Governing Law

11.1. This Agreement is subject to and governed by the laws England and Wales. The Parties shall file or bring all disputes, proceedings, claims and actions arising out of, or related in any way to, this Agreement in the (a) courts of England and Wales or (b) the county of the Client's principal place of business or legally registered address.

12.5. Miscellaneous

Acceptance. This Agreement is deemed to be accepted and agreed by Client upon the first to occur of the following events (i) Client's execution of this Agreement, (ii) the date of Client's first selection interview of a potential; or (iii) Transfer of a Revolent Employee. **Amendment.** No amending, variation or alteration to this Agreement or any exhibit or Statement of Work shall be valid unless approved and executed by an authorized representative of both Parties in writing. **Assignment.** No Party may assign this Agreement, or any portion thereof, to any other person or entity without the prior written consent of the other Party and any attempted assignment of this Agreement or any portion thereof that violates this Clause shall be null and void, provided however that a Party may assign this Agreement without the consent of the other Party to any purchaser of all or substantially all of its assets (in one transaction or a series of related transactions), to the surviving entity in any corporate reorganization, merger, divestiture or similar transaction or to any purchaser of at least 51% of its voting equity. **Binding Effect.** This Agreement is binding on both Parties and their successors and permitted assignees. **Compliance.** Client represents that neither it nor its employees, officers or other representatives are restricted from doing business hereunder by any governmental sanction or action. Client shall notify Revolent in writing if the representation above becomes untrue for any reason. The Parties shall comply with equal opportunity and government procurement laws and regulations if applicable. Neither Party, nor its employees, shall give, offer, or receive any bribe or gift to the other Party above a de minimis value considering the circumstances. **Control.** In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of an Exhibit, the terms and conditions of the Exhibit shall control. **Counterparts.** This Agreement may be signed in counterparts, and facsimile and PDF signatures shall be treated as originals of the respective Party's signature. **Drafting.** The Parties have participated jointly in the negotiation and drafting of this Agreement and, in the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties. **Entire Agreement.** This Agreement and any signed Statement of Work(s) and Exhibits, together constitute the entire agreement and understanding among the Parties and supersedes all previous, contracts, agreements, pre-existing negotiations, representations, promises, and discussions as well as any oral or written communication among the Parties, relating to the subject matter hereof. **Modern Slavery.** Each Party undertakes, represents and warrant that (i) they shall comply with the Modern Slaver Act 2015 ("MSA 2015") and (ii) that neither they nor any officer or employee has (a) committed an offence under the MSA 2015, (a "MSA Offence"), (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the MSA 2015, or (c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the MSA 2015. **Survival.** Each Party's rights and obligations hereunder that by their nature survive the termination or expiration of this Agreement, so shall survive. **Waiver.** No waiver by Revolent of any breach of this Agreement will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

**Signed by Frank Recruitment
Group Services Ltd (trading as Revolent):**

Signed by Client:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A – Revolent Cohort Statement of Work

This Revolent Cohort Statement of Work (the “**Statement of Work**” or “**SOW**”) is executed by and between [_____] [legal entity name of Client] (“**Client**”) and Frank Recruitment Group Services Ltd, a company incorporated in England under company number 08142375, trading as Revolent (“**Revolent**”), effective as of last date signed below and is governed by those certain terms and conditions of, and shall be attached to, that certain Revolent Hire, Train Deploy Agreement dated [_____] [date of MSA] by and between Client and Revolent, as amended (collectively, the “**Agreement**”). Unless otherwise defined in this SOW, all capitalized terms used in this SOW shall have the meaning ascribed to such terms in the Agreement.

1) SCOPE OF SERVICES:

- a) **Name of Assignment:** Cohort [#_____] [name of client and cohort number] (the “**Cohort**”)
- b) **Volume:** Client commits to engage [_____] [number] Revolent Employees for consulting and technology development related services to be provided to the Client or the End Client based on mutually agreed selection process. Prior to the commencement of the Initial Training Period, Revolent may confirm the name and Grade (defined below) of each Revolent Employee in the Cohort

c) Revolent Employee Grade Schedule:

Grade	Experience Level
Revol Grade 1	< 2 years’ experience
Revol Grade 2	> 2 years’ but & < 5 years’ experience
Revol Grade 3	> 5 years’ experience

d) Initial Training Period Schedule:

Grade	Quantity	Initial Training Start Date / Billing Start Date	Initial Training Period Graduation Date
Revol Grade 1	[_____]	[_____]	[_____]
Revol Grade 2	[_____]	[_____]	[_____]
Revol Grade 3	[_____]	[_____]	[_____]

- e) **Duration of Initial Training Period:** Revolent’s training programme for this Assignment will not exceed 12 weeks. Below is the Cohort’s *estimated* schedule.

Activity	Estimated Dates	Responsible Party
Recruitment Services Begin	[_____]	Revolent
Selection Interviews	[_____]	Revolent and Client
Appointment Interviews	[_____]	Client
Time and Materials Services Start Date Revolent Employees report at Client / End Client site or begin Time and Materials Services	[_____]	Revolent
Estimated Assignment End Date	[_____]	Client

- f) **Appointment:** Revolut will provide the final profiles/resumes of the Revolut Employees during the [] week of the Initial Training Period. Client must ensure availability of their personnel for the final selection of the Revolut Employees for the agreed upon volume within the duration of the Initial Training Period.
- g) **Job Location:** Client will inform Revolut of the “**Job Location**” of the selected Revolut Employees at the time of selection of the Revolut Employees. Revolut Employees may perform onboarding remotely from their respective home locations. After onboarding, Revolut will pay for the relocation of one or more Revolut Employees to the initial Job Location. If a Job Location changes at Client’s or End Client’s request and such new Job Location requires the Revolut Employee to relocate, such relocation shall be at Client’s sole expense. Revolut cannot guarantee that a particular Revolut Employee will consent to such relocation. If a Revolut Employee refuses to relocate from the initial Job Location to a different Job Location, Client will either (a) permit such Revolut Employee to provide the Time and Materials Services remotely or (b) such Revolut Employee will cease performing Time and Materials Services for the Client, the Revolut Employee will be removed from the Assignment without Cause per Clause 5.3 of the Agreement, Client shall pay the Notice Period Fees pursuant to Clause 5.3 of the Agreement. Client shall pay for or reimburse Revolut for any costs of travel (except normal commuting costs) from the Job Location, lodging and meals incurred by a Revolut Employee at Client’s or End Client’s request in accordance with Exhibit B.
- h) **Onboarding with Client:** Client shall ensure that the Revolut Employees are onboarded on or before the Time and Materials Services Start Date.

2) PRICING / CHARGE RATES / NOTICE PERIOD:

- a) Revolut will not charge Client any fees for recruitment or the initial relocation of the Revolut Employees to a Job Location.
- b) The charge rates set forth below (the “**Charge Rates**”) shall be increased by GBP£ [] for high cost of living areas namely [] **location(s)**.
- c) The Charge Rates for this Assignment are:

Developers	£ / Day (exc. VAT and Expenses)
Revol Grade 1	£ []
Revol Grade 2	£ []
Revol Grade 3	£ []

Business Analysts	£ / Day (exc. VAT and Expenses)
Revol Grade 1	£ []
Revol Grade 2	£ []
Revol Grade 3	£ []

A “**Day**” amounts to 8 hours.

An additional £ [] per hour will be added onto the Charge Rate for Revolut Employees with [] Certification(s)

- d) Revolut shall start billing the Client the above referenced Charge Rates on the Initial Training/Billing Start Date. Provided that Client pays all Revolut invoices in full and on time during training, if a Revolut Employee resigns during the Initial training Period or Revolut terminates their employment during the Initial Training Period through no act or omission of Client, Revolut shall issue Client a credit or a refund (payment method to be determined by Revolut) for all amounts paid by Client to Revolut on account of such Revolut Employee during the Initial Training Period.

- e) For the avoidance of doubt, if, at Client's election or request, or because of an act or omission by Client or End Client, a Revolent Employee fails to commence performing Time and Materials Services on or before the Time and Materials Services Start Date, Client shall nonetheless pay Revolent 40 hours per week at the Charge Rates above on account of such Revolent Employee from the Initial Training Period Graduation Date through the date such Revolent Employee commences the Time and Materials Services.
- f) The Notice Period for each Revolent Employee is twelve (12) weeks.
- g) All fees (including, without limitation, Fees), amounts and charges set forth in this Statement of Work and in the Agreement are separate and distinct. Client's payment, and Revolent's receipt, of one or more fees, amounts or charges on account of a particular Revolent Employee shall not effect or limit Client's obligation to pay, or Revolent's right to claim and receive, a separate or additional fee, amount or charge on account of the same Revolent Employee.

**Signed by Frank Recruitment
Group Services Ltd (trading as Revolent):**

Name: _____
Title: _____
Date: _____

Signed by Client:

Name: _____
Title: _____
Date: _____

EXHIBIT B - EXPENSE POLICY

Introduction and Purpose. This Expense Policy (the “Policy”) only applies to Expenses incurred by Revolent or its employees in connection with the performance of Time and Materials Services whether rendered to Client or End Client, if applicable. The purpose of the Policy is to ensure that Client understands its obligations to Revolent with respect to out of pocket Expenses incurred by Revolent’s Employees. Client shall be responsible for ensuring that all of its employees or End Client’s employees, if applicable, who work with or engage an Revolent employee receive a copy of, and understand, the Policy.

Expense Approval Process. Revolent’s Employees shall submit all Expenses into Revolent timekeeping system along with supporting documentation. Once submitted, the Expense request and supporting documentation shall be electronically sent to a Client representative for approval. Within five (5) business days of Client’s receipt of an Expense request (the “Expense Review Period”), Client shall either approve or dispute the expense request. If Client fails to inform Revolent of its dispute of any item on an expense request during the Expense Review Period, Client shall be deemed to approve all aspects of the expense request. If Client disputes any item on an expense request, Client shall immediately notify Revolent of the dispute in writing and the reason(s) therefor. Additionally, Client and Revolent shall use best efforts and work together in good faith to promptly resolve Client’s objection to any disputed expense item(s). Client shall pay each approved expense request within seven (7) days of the date of the invoice. Client cannot refuse to pay, reject or dispute any expense item based, in whole or in part, because Client is disputing any other Revolent invoice, Expenses or timesheet or if it is dissatisfied with the Services.

Legitimate Business Expense and Authority. Regardless of whether the expense was incurred at the request of, or for the benefit of, Client or End Client, it shall be Client’s, not End Client’s, obligation to pay or reimburse Revolent for such expense. Client or End Client’s approval of an expense item on an expense request shall be deemed conclusive proof that such expense is a legitimate business expense. Client represents and warrants to Revolent that any employee, agent or representative of Client or End Client who pre-approves any expense or approves an item on an expense request is authorized and qualified to do so, and that such approval is binding on Client for all purposes.

General. Revolent will construe and interpret this Policy in accordance with all applicable law. Client acknowledges and agrees that there may be unusual or unplanned circumstances that result in an Revolent employee incurring business expenses that differ from what was discussed or agreed by the Parties or between the Client and the Revolent employee. Revolent reserves the right to change the Policy at any time without Client’s or End Client’s notice or consent, provided that no change or revision to the Policy shall be enforceable against Client until Revolent has provided Client with a copy of the revised Policy. This Policy supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to expense reimbursement of Revolent employees. To the extent that the policies of Client or End Client, now or in the future, apply but are inconsistent with the terms of this Policy, the provisions of this Policy shall control.

**Signed by Frank Recruitment
Group Services Ltd (trading as Revolent):**

Signed by Client:

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____