



Hire, Train, Deploy Agreement

This Revolut Hire, Train, Deploy Agreement (together with all signed Revolut 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 Revolut (**"Revolut"**) 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, Revolut has expertise in recruiting, hiring and training specialised information technology professionals;

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

WHEREAS, Revolut 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 *Revolut Employee* is selected by Client to perform *Time and Materials Services*.

"Charge Rates" are set forth on the applicable SOW and are inclusive of Revolut'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 Revolut and *Revolut 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 *Revolut Employee*, or (b) the number of Client approved hours worked by the *Revolut 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 *Revolut Employee* by Revolut prior to the *Time and Material Services Start Date* which shall include each *Revolut Employee* earning one or more certifications in the technology(ies) or capabilities as mutually agreed by Revolut and Client.

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

"Recruitment Services" means Revolut'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.

"Revolut Employee" is an employee of Revolut who is a participant in the *HTD Programme*. Revolut shall assume all employer responsibilities for each *Revolut 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 *Revolut Employee*.

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

“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*

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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 it’s 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.
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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):**

Name: _____
Title: _____
Date: _____

Signed by Client:

Name: _____
Title: _____
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:** Revolent will provide the final profiles/resumes of the Revolent Employees during the _____ week of the Initial Training Period. Client must ensure availability of their personnel for the final selection of the Revolent Employees for the agreed upon volume within the duration of the Initial Training Period.
- g) **Job Location:** Client will inform Revolent of the “**Job Location**” of the selected Revolent Employees at the time of selection of the Revolent Employees. Revolent Employees may perform onboarding remotely from their respective home locations. After onboarding, Revolent will pay for the relocation of one or more Revolent 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 Revolent Employee to relocate, such relocation shall be at Client’s sole expense. Revolent cannot guarantee that a particular Revolent Employee will consent to such relocation. If a Revolent Employee refuses to relocate from the initial Job Location to a different Job Location, Client will either (a) permit such Revolent Employee to provide the Time and Materials Services remotely or (b) such Revolent Employee will cease performing Time and Materials Services for the Client, the Revolent 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 Revolent for any costs of travel (except normal commuting costs) from the Job Location, lodging and meals incurred by a Revolent Employee at Client’s or End Client’s request in accordance with Exhibit B.
- h) **Onboarding with Client:** Client shall ensure that the Revolent Employees are onboarded on or before the Time and Materials Services Start Date.

2) PRICING / CHARGE RATES / NOTICE PERIOD:

- a) Revolent will not charge Client any fees for recruitment or the initial relocation of the Revolent 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 Revolent Employees with _____ Certification(s)

- d) Revolent shall start billing the Client the above referenced Charge Rates on the Initial Training/Billing Start Date. Provided that Client pays all Revolent invoices in full and on time during training, if a Revolent Employee resigns during the Initial training Period or Revolent terminates their employment during the Initial Training Period 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 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):**

Name: _____
Title: _____
Date: _____

Signed by Client:

Name: _____
Title: _____
Date: _____