

FOREIGN SUBSIDIARY AGREEMENT THIS AGREEMENT is made on the **3rd day of May 2023**

BETWEEN:

Recruiting Hub International Ltd the parent company, registered in England & Wales with no.13064342 *having its office in 19 Greenewable Park, Offord Cluny, Cambridgeshire PE19 5ZA United Kingdom ("Recruiting Hub")*

AND

(to be formed) Recruiting Hub Brazil Ltd a company registered in Poland, a foreign subsidiary of its Parent Company Recruiting Hub International Ltd, referred as ("**Subsidiary**")

WHEREBY IT IS AGREED as follows:

1. Definitions

1.1 "Territory" shall mean the area or areas listed in Schedule 1.

1.2 "Trademark" shall mean those trademarks and all other intellectual property listed in Schedule 2.

1.3 "Fees" shall mean all charges made by the Recruiting Hub to the Subsidiary as part of granting the International Business Opportunity, supplying software support services to the Subsidiary, managing and overseeing the Subsidiary and marketing the Subsidiary.

1.4 "Sales Manual" shall mean the operational manual given to the Subsidiary by Recruiting Hub at the commencement of this Agreement

2. Appointment

2.1 Recruiting Hub appoints the Subsidiary on *exclusive basis* in the specified Territory.

2.2 Recruiting Hub hereby grants to the Subsidiary all the relevant rights to carry on business as a Subsidiary.

3. Location

Subsidiary will operate the International business from the following business address [*Insert Address, Brazil*]

4. Contract Term

4.1 This Agreement shall remain in force for the period of **5 years** from the date of signature by the parties.

4.2 Recruiting Hub agrees to allow the Subsidiary to renew the Partnership agreement subject to renewal terms being agreed and where the Subsidiary has operated the business successfully and in accordance with the terms of this Agreement and the Sales Partnership Manual.

5. Revenue Model, Fees & Payment Terms

5.1 Our Foreign Subsidiary owner requires full time commitment to the business and require to pay us the share price while forming the company. On signing of the Shareholding Agreement the

Foreign Subsidiary local shareholder will pay to Recruiting Hub Parent Company the sum of £xxxxx as share price towards purchase of x% of shares in the foreign Subsidiary. This sum is based on amount of shares he/she wants to purchase in the foreign subsidiary based on our valuation in the local market. We will together form a Company in your Country (e.g Recruiting Hub Romania Ltd) as a foreign subsidiary to Recruiting Hub International Ltd with a % amount of shares owned by you along with the parent company of Recruiting Hub appointing a person nominated by you to represent as Director in your country. You will need capital to pay towards company formation, bank account opening, pay one time share price to the parent company plus monthly operating expenses like office space, staff salaries, bills and other day to day expenses with a potential to earn in Millions

5.2 Subsidiary earns a gross profit of 40% on every successful permanent placement as the remaining 60% is paid to the agency who sourced the candidate for the placement. Contract margins are operated at 10% and subject to change from case to case basis. If the foreign subsidiary choose to go to market through appointing franchise partners then the revenue split for permanent placements will be 60:20:15:5 (60% to agency, 20% to franchise, 15% to local subsidiary & 5% paid back to Parent Company). The one off franchise setup fee that comes as an income to the local subsidiary is split 50:50 between the foreign subsidiary and the parent company. The gross profit margin for Permanent placements are subject to change with prior notice by the Parent Company basis on market conditions.

5.3 Subsidiary should pay the Parent Company (Recruiting Hub International Ltd) a **monthly** fee of 5% of the Monthly Gross Sales or 15% of the Gross Profit whichever is higher. No success, No Sale, No fee to us! ** management fee % subject to change depending on market conditions and will be mutually agreed in advance. Revenue split fee between Vendors, Franchise Partners & Parent Company can be read from our website or from this link - <https://www.recruitinghub.com/subsidiary>

5.4 All fees must be paid within five (5) days of the collection date.

5.5 Recruiting Hub reserves the right to charge interest on all overdue payments at a rate of 5% per annum above the base lending rate of Starling Bank UK plc from time to time.

5.6 Subsidiary shall also pay Recruiting Hub all reasonable expenses incurred by Recruiting Hub in obtaining payment from the Subsidiary where any payment due to Recruiting Hub is overdue. Such costs to include (but not be limited to) legal fees, court fees and enforcement fees.

6. Parent Company's Responsibilities

6.1 Parent Company will carry out the following during the term of this Agreement:

6.1.1 Setup platform for trading in **Brazil** with admin functionalities. Product customized to **Brazil** market.

6.1.2 Provide a copy of the product manual and a replacement copy of the Manual if and when it is up- dated during the course of this Agreement.

6.1.3 Provide adequate initial training to the Subsidiary, so that the Subsidiary can successfully operate the International Business.

6.1.3 Provide further ongoing training where Recruiting Hub deems it necessary.

6.1.4 Keep the Subsidiary regularly informed of IT development & Marketing carried out by Recruiting Hub.

6.1.5 Regularly monitor and audit the Subsidiary to ensure that quality standards are met and that sales targets are achieved by the Subsidiary.

6.1.6 Provide leads & ad hoc advice where the Subsidiary encounters operational problems that they are unable to overcome.

7. Subsidiary's Responsibilities

7.1 The Subsidiary will carry out the following during the term of this Agreement:

7.1.1 Responsible for setting up a legal entity, apply for trade license (as appropriate) in **Brazil** at the cost of the local shareholders on shareholding basis split between the parent company and nominated personnel as agreed in principle and appoint a local director to represent the business and be responsible for overall running cost of **Brazil** operations like office rent, staff salaries, bills and other expenses incurred locally.

7.1.2 Sales team hiring, managing day to day office, maintaining accounts and payment collection. Apart from the regular business revenue foreign subsidiary will also earn a franchisee setup fee by appointing local franchisees which will be split 50:50 between the foreign subsidiary and parent company.

7.1.3 Provide further ongoing training to team where Recruiting Hub deems it necessary.

7.1.4 Acquire/Sign up new business from **Brazil** Employers to the platform, manage **Brazil** clients, sign up and manage new **Brazil** (vendors) and ensure Client Success in the **Brazil**. Manage End to End operations and payments for **Brazil** operations.

7.1.5 Statutory Compliances : Maintain all the statutory compliances applicable as per the law of land including all the statutory payment.

7.1.6 Ensure timeline vendor payouts.

8. Subsidiary's Reporting Responsibilities

8.1.1 Weekly status update calls and monthly review meetings with CEO.

8.1.2 Update on regular basis pipeline report, score sheet and client status.

8.1.3 Report to centralized Accounts office on Billing and Payments Collections.

9. Intellectual Property

9.1.1 The copyright and all other intellectual property and proprietary rights whatsoever in any document, material, idea, data or other information developed or provided by the Parent Company in connection with the performance of the Service shall vest in RH International upon the date of such provision or production. The Subsidiary shall do all things reasonably necessary at Recruiting Hub's request and expense to perfect such vesting, both during and after the continuance of this Contract. The Vendor shall (prior to commencement of the Service) obtain a written waiver by the Consultant(s) of any moral rights (as defined in the Copyright, Designs & Patents Act 1988) that may arise in performing the Service.

10. Confidentiality

10.1.1 Subsidiary undertakes at all times to hold in confidence to use only for the purposes hereof and not to print, publicise or otherwise disclose to any third party, confidential information of Recruiting Hub. "Confidential Information" of Recruiting Hub means any document, material, idea, data or other information which relates to either Recruiting Hub's or its associates research and development, trade secrets or business affairs or which is marked as confidential or is by its nature confidential and disclosed by either party to the other for the purposes hereof. "Confidential Information" of the other party does not however include any document, material, idea, data or other information which can be shown by the receiving party to be in the public domain other than by the receiving party's default. For the purposes of this clause, Recruiting Hub's Confidential Information shall be deemed to include all confidential information which is disclosed by Recruiting Hub's client to the Vendor or the Consultant(s) during the course of the Service.

10.1.2 The Vendor and Consultant(s) shall enter into such other confidentiality agreements and undertakings required from time to time for the fulfilment of the Service.

10.1.3 The Vendor shall not disclose or otherwise publicise work undertaken for Recruiting Hub nor shall it use Recruiting Hub's name in its customer list without Recruiting Hub's prior written consent.

10.1.4 The obligations under this Clause 10 shall continue after the termination of this Contract.

11. Data Protection

11.1.1 The executive of the subsidiary consents to the Parent Company or any Group Company holding and processing both electronically and manually the data it collects which relates to the Executive for the purpose of the administration and management of its employees and its business and for compliance with applicable procedures, laws and regulations. The Executive also consents to the transfer of such personal information to other offices the Company may have or to a Group Company or to other third parties whether or not outside the European Economic Area for administration purposes and other purposes in connection with the Executive's employment where it is necessary or desirable for the Company to do so.

12. Anti-Bribery Compliance

12.1.1 In connection with the Business of the Company, neither Parent nor the Company, nor to the knowledge of Parent or the Company, any employee of the Company, or other Person associated with or acting on behalf of the Company has, directly or indirectly, used any corporate funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity, made any unlawful payment to foreign or domestic government officials or employees or to foreign or domestic political parties or campaigns from corporate funds, violated any provision of the Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act 2010 or any other similar laws, statute, rule or regulation of any country including any regarding unlawful influence of any Person for business advantage, or made any bribe, rebate, payoff, influence, payment, kickback or other similar unlawful payment to any Person.

13. Limitation of Liability

13.1.1 Under no circumstances will the Parent Company be liable for indirect, special, consequential or incidental losses or damages (including, but not limited to loss of profits or the failure of or increased expense of operations) of any kind, regardless of whether any such losses or damages are characterized as arising from breach of contract, warranty, tort, strict liability or otherwise, even if such damages are foreseeable or the Parent Company has been advised of the possibility of such damages.

14. Termination

14.1.1 Parent Company may terminate this Contract for its own convenience and not for a cause within Sub-Clause 14.1.2 below upon 30 days written notice to the Subsidiary.

14.1.2 Either party may terminate this Contract forthwith by written notice to the other party if:

(a) the other party shall commit a material breach of any of its obligations under this Contract and in the case of remediable breach shall not have remedied such breach within 30 days of receiving written notice of the breach; or

(b) the other party shall become bankrupt or enter into liquidation (other than for reconstruction or amalgamation) or have a receiver appointed of its assets or any part thereof or an administration order is served upon it.

14.1.3 Termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.

15. Restrictive Covenants

15.1.1 Subsidiary cannot involve in similar business opportunity with competitors to Recruiting Hub during the tenure of this contract and 1 year after termination.

16. General

16.1.1 Neither party shall be liable for any delay or failure to perform its obligations caused by any industrial dispute or by circumstances beyond its reasonable control. In such event the party unable to meet its obligations shall promptly notify the other in writing of the circumstances and the time for performance of this Agreement shall be automatically extended by a reasonable period. If the circumstances still exist 180 days after such notification, either party may terminate this Agreement with immediate effect on giving written notice to the other.

16.1.2 All notices required to be given in writing under this Agreement shall be effectively given if given in writing (referencing the Agreement Number shown at the head of this Agreement) and sent to the address of the recipient set out in this Agreement or to such other address as it may have properly notified from time to time. Any notice may be delivered personally or by first class post or by fax (with a confirmatory postal copy) or by email and shall be deemed to have been served if by hand when delivered, if by first class post three (3) working days after posting to a UK address or eight (8) working days to an international address and if by fax, the following working day.

16.1.3 Neither party shall assign or otherwise transfer this Agreement or any of its rights and obligations under it without the prior written consent of the other.

16.1.4 Clause headings are inserted for convenience of reference only and shall not affect the interpretation of this contract.

16.1.5 This Agreement :

(a) supersedes any prior agreements, proposals, representations and undertakings between the parties in relation to its subject matter; and

(b) constitutes the entire agreement between the parties relating to its subject matter. Each party hereby confirms that, in entering into this Agreement:

(i) it has not relied upon and shall have no remedy in respect of any representations or warranties outside of this Agreement; and

(ii) the only remedy available to it for breach of warranties shall be for breach of contract under the terms of this Agreement.

This Clause 16.1.5 does not exclude or limit the liability of either party in respect of any fraud.

16.1.6 If any part of this Agreement is held unlawful or unenforceable the offending section or part shall be struck out and the remainder of this Agreement shall remain in effect.

16.1.7 No delay, neglect or forbearance by either party in enforcing its rights under this Agreement shall be a waiver of, or prejudice, those rights.

16.1.8 No purported variation of this Agreement shall take effect unless made in writing and signed by an authorised representative of each party.

17. Jurisdiction & law

17.1.1 The parties shall attempt to resolve any dispute relating to this Agreement through negotiations between senior executives of the parties who have authority to settle the dispute.

17.1.2 Subject to clause 17.1.3, if the matter is not resolved through negotiation, the parties may, at their election, attempt in good faith to resolve the dispute through an Alternative Dispute Resolution ("ADR") procedure as recommended to the parties by the Centre for Dispute Resolution in London.

17.1.3 If the matter has not been resolved by an ADR procedure within thirty (30) days of the initiation of that procedure, or if either party does not wish to participate in an ADR procedure, the dispute may be referred by either party to the English courts and the parties submit to their non-exclusive jurisdiction for that purpose.

17.1.4 Any dispute resolution or legal proceedings arising from this Agreement must be commenced within One (1) year from the earlier of:

(a) the date when the party bringing the proceedings first becomes aware of the facts which give rise to the liability or alleged liability; or

(b) the date when that party ought reasonably to have become aware of the facts which give rise to the liability or alleged liability.

17.1.5 This Agreement is governed by the laws of England.

Signing

IN WITNESS of which the parties have signed this Agreement the day, month and year first above writ- ten.

Recruiting Hub International Ltd

*Madhan Vubra
Founder & CEO*

Signature:

Director

Signature:

Schedule 1 - Territory

The geographical area will be: *[Brazil]*

Schedule 2 – Trade Marks

Trademarks licensed to the Subsidiary by: *[Recruiting Hub International Ltd]*