

TERMS AND CONDITIONS

For the Independent Contractor Pay Structure Only

Master Service Agreement (this “Agreement”), dated in the specific Order Confirmation, between **Capita Works, Inc.**, a Nevada corporation (hereinafter “**Capita US**”), and the Client referenced in the Order Confirmation (the “**Client**”).

Background

1. The Client is of the opinion that Capita US has the necessary qualifications, experience, and abilities to provide services to the Client.
2. Capita US is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.
3. Accordingly, the parties agree as follows:

Article 1. Terms and Conditions

1.1 Master General Terms and Conditions. These Master General Terms and Conditions (hereinafter “Terms”) are the only terms that govern the provision of services by Capita US to the Client. The accompanying Order Confirmation and any subsequent Order Confirmations that are executed by the parties hereto from time to time shall be sequentially numbered and shall specify that they are made subject to these Terms (each, an “Order Confirmation”).

1.2 Conflict in Order Confirmation. In the event of any conflict between these Terms and the Order Confirmation, these Terms shall govern, unless the Order Confirmation expressly states that a particular provision of the Order Confirmation shall control (and in such event, only that identified provision in the Order Confirmation shall control concerning that Order Confirmation only, and not to any other or subsequent Order Confirmations, and the balance of these Terms shall otherwise control). These Terms prevail over any of Client’s general terms and conditions regardless of whether Client has submitted its request for proposal, purchase order, or such terms. Provision of services to Client does not constitute acceptance of any of Client’s terms and conditions and does not serve to modify or amend these Terms or the Agreement.

1.3 Effective Date and Term. This Agreement shall commence upon the Effective Date specified in the specific and approved Order Confirmation provided to Client. It shall be in effect for a period of one (1) year (the “Initial Term”), which shall be automatically extended on a year-to-year basis.

1.4 Acceptance. Acceptance of this Agreement, including any Order Confirmation, may be made or evidenced by (a) a manually signed copy of this Agreement delivered to the other party by facsimile, email, or other means of electronic transmission; or (b) by DocuSign or similar, and is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Article 2. Services

Capita US shall provide, and Client shall accept, the services to Client as described in this Agreement (the “Services”) and detailed in the Order Confirmation in accordance with these Terms.

2.1 Specifications and Capita Personnel. Capita Group hires or engages with individuals who reside outside of the United States pursuant to certain specifications requested by Client, including the number of individuals required, education, technical skills, experience, roles, responsibilities, and other qualities, desired working hours, and times as specified by Client from time to time (hereinafter referred to as “Specifications”) and each or all of such individuals hired or engaged by the member of the Capita Group hereinafter referred to as “Capita Personnel”.

2.2 Capita Personnel Change Request. Client must notify Capita US in writing at least fifteen (15) days in advance of the date that Client requires additional Capita Personnel or Services requiring an increase in Capita Personnel ("Capita Personnel Change Request").

2.3 Substitution of Capita Personnel. If Client is not satisfied with the performance of a particular Capita Personnel after the expiration of the Trial Period and desires to terminate the existing Capita Personnel and substitute a new Capita Personnel, then Client must provide written or oral notice and/or feedback of the unsatisfactory performance and provide a Capita Personnel Change Request pursuant to Section 2.2 above. Upon receipt, Capita US will provide said notice to the appropriate members of the Capita Group who will take any necessary actions they deem reasonable to sanction or attempt to improve the performance.

2.4 Changes in Capita Personnel. Client acknowledges that the Capita Personnel recruited and hired by the member of the Capita Group pursuant to Client's Specifications are hired or engaged thereby for Client's account, unless Client's Specifications require part-time Capita Personnel, in which case such Capita Personnel may also be assigned to other Capita Group clients.

2.5 Change in Services. Notwithstanding anything to the contrary, Capita US may, from time to time, change the Services without the consent of Client provided that such changes do not materially affect the nature or scope of the Services, the fees, or any performance dates set forth in the specific Order Confirmation.

2.6 Performance Dates. Capita US shall use commercially reasonable efforts to meet any performance dates specified in this Agreement, provided that such dates shall be only estimates.

2.7 Client Work. The work performed and deliverables provided by the Capita Personnel shall be pursuant to Client's guidance and supervision referred to as "Client Work." The term "Services" as used in this Agreement does not include "Client Work." Unless otherwise agreed upon by the parties hereto, the Capita Personnel shall perform the Client Work using Capita Personnel's own facilities, computers, and communications equipment. The Capita Group is not obligated to provide Capita Personnel access to Capita Group's facilities, computers and communication equipment.

2.8 Trial Period and Recruitment Services Guarantee. The Capita Group shall hire or engage each Capita Personnel on an initial ninety (90) day trial period ("Trial Period" and "Trial Capita Personnel"). If Client does not notify Capita US by the 90th day of the Trial Period that Client desires that the Trial Capita Personnel be terminated and/or replaced, it shall be deemed that Client desires that the Trial Capita Personnel continue to be permanently employed beyond the Trial Period. If Client does notify Capita US that the Trial Capita Personnel needs to be terminated and/or replaced, in furtherance of the Capita Services Guarantee ("Services Guarantee"), Capita US shall provide additional recruitment services to source a new Trial Capita Personnel with the same requirements and qualifications as those originally provided. If Client changes its requirements, the Services Guarantee shall be voided.

Article 3. Fees

3.1 Fees. In consideration of the provision of the Services by Capita US and the rights granted to Client under this Agreement, Client shall pay the fees set forth in the Order Confirmation ("Fees"). Such Fees to an annual increase of the greater of (i) three percent (3%) over the then-current year's Fees, (ii) such increase as may be required by applicable Law; or (iii) as otherwise may be mutually agreed upon by Client and Capita US. As part of the Fees, overtime work to the extent agreed upon by the Capita Personnel shall be invoiced by Capita US and paid by Client to Capita US.

3.2 Expenses. Client agrees to reimburse Capita US for all reasonable travel and out-of-pocket expenses incurred by Capita US in connection with the performance of the Client Work or Services to the extent pre-approved by Client ("Expenses"). If such Expenses are incurred by Capita Personnel, then Capita US shall invoice Client for such Expenses, including a ten percent (10%) markup.

3.3 Recruitment Fee. Client shall pay to Capita US a standard recruitment fee of \$1,500, from which 50% will be required in advance for the Capita Group to start a new recruitment process, and the remaining 50% will be due once a candidate has been selected. The Recruitment Fee is deemed earned when paid to Capita US and is non-refundable.

3.4 Substitute Capita Personnel Recruiting Fee. In any event, including the voluntary withdrawal of Capita Personnel after the Trial Period, Client shall be required to pay to Capita US (i) the Termination Fee; and (ii) a recruiting fee for the prospective substituted new Capita Personnel equal to the original recruitment fee that was negotiated (the "Substitute Capita Personnel Recruiting Fee"). The Substitute Capita Personnel Recruiting Fee is due and payable to Capita US at the time when Client submits a request to initiate a new recruitment process.

3.5 Invoicing and Payment Terms. Capita US shall invoice Client every two weeks for Fees and Expenses, and Client shall pay all invoiced amounts due to Capita US within seven (7) days from the date of Capita US' invoice. Client shall make all payments hereunder in US dollars by wire transfer, ACH transfer, check, or credit card. All payments made by Client via credit card shall incur a processing fee which is payable by Client at the time of processing such credit card payment.

3.6 Payment Default. In the event payments are not received by Capita US within seven (7) days after the date of Capita US' invoice (a "Payment Default"), Capita US may do any or all of the following: (i) charge a \$100 late fee on the subsequent invoice; (ii) suspend performance for all Services until payment has been made in full, provided however that Fees and Expenses shall continue to accrue during such suspension period; and (iii) terminate all or part of this Agreement pursuant to a notice from Capita US to Client specifying the termination date in such notice ("Payment Default Termination Notice").

3.7 Termination for Payment Default. In addition to Capita US' rights under Section 3.6 above, if there is a Payment Default which results in Capita US terminating this Agreement, then Client shall pay Capita US for each Capita Personnel assigned to Client's account (1) a Termination Fee and such other fees and expenses; (2) an "Early Termination Fee" equal to ten percent (10%) of the amounts specified in Section 3.6; (3) all Fees and expenses then due and payable to Capita US, up to and including the termination date specified in the Payment Default Termination Notice; (4) such other fees, costs and expenses that may be incurred by the Capita Group with respect to Client's Payment Default or other default; and (5) Default Interest with respect to the foregoing.

3.8 Buy out. Following six (6) months of continuous services offered to Client, Client shall have the option to buy out Capita Personnel under this Agreement for an amount equal to \$10,000 if buying out between 7 and 12 months; or \$5,000 if past 12 months. If Client decides to buy out Capita Personnel, Client needs to provide Capita Group with a written notice 30 days prior.

3.9 Termination Fee. In the event a Capita Personnel has been terminated (a "Terminated Capita Personnel"), Client shall pay to Capita US the final invoice issued to Client for services rendered by the Terminated Capita Personnel. There is no obligation to pay severance to the Capita Group or to the Terminated Capita Personnel.

Article 4. Termination.

4.1 Termination for Convenience. At any time during the Term of this Agreement, with at least thirty days (30) days prior written notice, either party may notify the other party that it shall terminate this Agreement (and all Order Confirmations) on the termination date specified in the notice (which shall be no fewer than 30 days from the other party's receipt of such notice).

4.2 Capita US Default. Client may terminate this Agreement and all Order Confirmations thereunder, if Capita US has breached any material term of this Agreement and has not been cured within fifteen (15) days after Capita US receives Client's written notice of such material breach unless the default is of a nature that requires more than 15 days to cure, Capita US shall not be in default of this Agreement if it has commenced curing within the 15 day period and thereafter diligently prosecutes such cure to completion.

4.3 Client Default. In addition to any remedies that may be provided under this Agreement, Capita US may terminate this Agreement with immediate effect upon written notice to Client, if Client:

- (a) other than with respect to a Payment Default fails to pay any amount when due under this Agreement and such failure continues for thirty (30) days after Client's receipt of written notice of nonpayment;
- (b) other than with respect to a Payment Default has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or
- (c) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

Article 5 - Capita US' Obligations.

5.1 Capita US' Obligations. Capita US shall perform the following Services:

- (a) coordinate with the Client in providing the Client's Specifications for the recruitment and selection of the prospective Capita Personnel. Subject to Article 3, such recruitment activities for the Capita Personnel shall be performed for a flat fee negotiated with Client, and
- (b) coordinate with the Client in the hiring, engagement, or termination of the Capita Personnel and Services, and
- (c) act as Client's "one point of contact" with the Capita Group with respect to the transactions under this Agreement. Capita US' initial contact person is specified in each specific Order Confirmation.

Article 6 - Client's Obligations.

6.1 Client's Obligations. Client shall timely:

- (a) provide Client's Specifications to Capita US for the recruitment of proposed Capita Personnel and Services specified in the Order Confirmation;
- (b) provide Client's input to Capita US for the approval of the proposed Capita Personnel to be hired or engaged;
- (c) provide such access to Client's systems, telecommunications, and computer equipment, including IT systems, as may reasonably be required for the Capita Personnel to perform their Client Work;
- (d) provide materials, information, or policies, as the Capita Group or Capita Personnel may require to carry out the Services or the Client Work, as appropriate, in a timely manner and ensure that such Client materials or information are complete and accurate in all material respects;
- (e) provide, and maintain as necessary, equipment including laptops, samples, manuals, sales materials, computer or communications equipment and other materials or equipment as the Capita Personnel may require to carry out the Client Work (hereinafter "Required Equipment");
- (f) obtain and maintain all necessary licenses and consents, and comply with all applicable Laws, in relation to the Services and Client Work, including the access to any software required by Client to be used by Capita Personnel in performing the Client Work;
- (g) provide to Capita US, as necessary, information regarding the unsatisfactory performance of any Capita Personnel as specified in Section 2.3;
- (h) cooperate with the Capita Group in all matters relating to this Agreement;
- (i) comply with all applicable laws, ordinances, and regulations, including those relating to the privacy of personal information (collectively, "Laws");
- (j) specify normal working hours for the Capita Personnel. Unless otherwise agreed upon, such normal working hours shall be limited to 9 am to 5 pm, Monday through Friday, excluding Federal or State holidays, unless otherwise agreed upon in the Order Confirmation; and
- (k) respond promptly to any Capita US request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Capita US to provide the Services in accordance with the requirements of this Agreement. Client's initial contact person is specified in the specific Order Confirmation.

6.2 Client's Acts or Omissions. If Capita US' performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants, or employees, Capita US shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.

Article 7 - Intellectual Property.

7.1 Intellectual Property Rights refers to all intellectual property rights, including copyrights, patents, patent disclosures, inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all the goodwill associated therewith, derivative works and all other rights. Prior to the member of the Capita Group making an offer of employment to the prospective Capita Personnel, Client may provide Capita US with Client's reasonable form of assignment of Intellectual Property Rights and non-disclosure agreement ("Client Documents") for the Capita Personnel to execute and deliver in favor of Client with respect to Client Work generated by such Capita Personnel; provided however that Capita US cannot guarantee that such Capita Personnel will execute or deliver such Client Documents. Client shall notify Capita US prior to making a such offer to prospective Capita Personnel whether the execution and delivery of such Client Documents shall be a condition of Capita Group's offer to such prospective Capita Personnel. Notwithstanding anything to the contrary, no member of the Capita Group shall be liable in any way or makes any representation or warranty whatsoever with respect to the non-infringement or misappropriation of any Intellectual Property Rights.

Article 8 - Confidential Information.

8.1 Confidential Information. Confidential information refers to any data or information relating to Capita US, whether business or personal, which would reasonably be private or proprietary to Capita US and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to Capita US.

8.2 Non-Disclosure. Capita US and Client (each, a "Recipient") recognize that in carrying out this Agreement, they may receive, develop, or otherwise acquire Confidential Information of the other party to this Agreement (each, a "Discloser"). All Confidential Information that the parties may now possess, obtain or create during or after the term of this Agreement will be held confidential by the parties for the benefit of the other, using the same standard of care that each uses to protect its own confidential and proprietary information to prevent the disclosure of the Confidential Information, but in no event less reasonable care. The Client agrees that they will not disclose, divulge, reveal, report, or use, for any purpose, any Confidential Information which the Client has obtained, except (1) as authorized by Capita US; (2) as required by law; (3) provided that the Recipient promptly notifies Discloser so that it may, at Discloser's expense, employ all legal means to quash such disclosure. The recipient can demonstrate such allegedly Confidential Information

(a) is, as of the time of its disclosure, or hereafter becomes part of the public domain without violation of this Agreement by the Recipient;

(b) is already in Recipient's possession, without the fault of the possessing party, as evidenced by written documents prior to the disclosure thereof by the Discloser, or

(c) is subsequently learned, without violation of this Agreement by the Recipient, from a third party not under a confidentiality obligation to the Discloser. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

8.3 Except to the extent expressly authorized herein, Recipient will not directly or indirectly reveal, report, publish, or disclose such Confidential Information to any person or entity not expressly authorized by the Discloser to receive such Confidential Information, except for the benefit of the Discloser and in the course of their work hereunder. The recipient will not disclose any of Discloser's Confidential Information, except to Recipient's, its affiliates, and their respective employees, officers, directors, or agents, who have a need to know, and who agree to abide by non-disclosure terms at least as comprehensive as those set forth herein (collectively, "Authorized Recipients").

8.4 Client agrees that although the member of the Capita Group hiring or engaging the Capita Personnel requires that such individual enters into non-disclosure agreements with such member of the Capita Group for the protection of Confidential Information, none of the Capita Group shall be liable for the unauthorized disclosure by Capita Personnel of any Confidential Information belonging to Client, its affiliates or subsidiaries, and their respective employees, officers, directors or agents. In addition, the Capita Group may use Client's name, logo, and general description of Client's business in the Capita Group's marketing materials in any media.

8.5 Recipient agrees to use the Confidential Information only to provide or make use of the Services in accordance with this Agreement.

8.6 Discloser shall be entitled to injunctive relief for any violation of this Section.

Article 9 - Non-Circumvention and Non-Solicitation.

9.1 Non-Circumvention. It is expressly understood by Client and Capita US, for itself and each member of the Capita Group, that the disclosures contemplated herein are for purposes of furthering the purposes of this Agreement, in which each party takes an active role and profits more than either party might have, absent engagement in, or facilitation of, this Agreement. During the Term and for twelve (12) months after the expiration or termination of this Agreement, Client shall not, directly or indirectly, except in collaboration with or with the prior express written consent of Capita US:

- (a) enter into any transaction with any party introduced to Client by any member of the Capita Group (the "Introduced Party") similar to, in competition with, or which otherwise could have the effect of preventing the Capita Group from receiving the full benefit of, the transactions contemplated by this Agreement;
- (b) solicit the Introduced Party to enter into any such transaction; or
- (c) induce, solicit, procure, or otherwise encourage its agents, employees, directors, officers, and the employees of Client's affiliates, parent company, and subsidiaries, or any third party, to enter into any such transaction.

9.2 Non-Circumvention through Commercialization. It is expressly understood by the parties that the discussions and disclosures of Confidential Information are for purposes of furthering this Agreement. During the Term and for twelve (12) months after the expiration or termination of this Agreement, Client hereby expressly agrees not to, based on Capita Group's Confidential Information

- (a) circumvent this Agreement;
- (b) improve Client's own products or services;
- (c) create new products or services related to the discussions and disclosures;
- (d) enable any third party to develop or improve such third party's own products or services that result in competition with any member of the Capita Group; or
- (e) otherwise commercialize anything related to the subject matter covered in the discussions and disclosures outside of the confines of this Agreement.

9.3 No Solicitation. Client acknowledges and agrees that the Capita Group has spent considerable time, money, and effort in searching for, hiring, or engaging and training its employees and subcontractors for the provision of the Services and that such investment constitutes trade secrets belonging to the Capita Group, which trade secrets would be lost if Client appropriated the same, causing harm to the Capita Group. Accordingly, to the extent allowed by applicable Law, during the Term and for twelve (12) months after the expiration or termination of this Agreement, neither Client, nor its parent, affiliates or subsidiaries will directly or indirectly solicit or offer employment to, or engage any, employee or subcontractor of the Capita Group who is involved in the provision or facilitation of the Services or Client Work; provided however that a general solicitation made by Client via any media format that is not directed at a particular individual shall not be deemed a violation of this provision. In the event that Client, its parent, affiliates or subsidiaries, or anyone on behalf of Client ("Client Hirer") does hire or engage any of the afore-described personnel of the Capita Group ("Subject Person"), then Client shall pay Capita US a fee equal to:

- (a) the salary and benefits paid by any member of the Capita Group to the Subject Person over the twelve (12) month period immediately prior to the hiring or engaging of the Subject Person by Client Hirer, or
- (b) if the Subject Person was a subcontractor, the amount paid by the member of the Capita Group previously engaging the Subject Person to the Subject Person as the subcontractor's fee over the twelve (12) month period immediately prior to the engagement of the Subject Person by Client Hirer.

Article 10 - NO WARRANTY OR REPRESENTATIONS

10.1 NO OTHER REPRESENTATIONS OR WARRANTIES; NON-RELIANCE. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL SERVICES AND DELIVERABLES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND THE CAPITA GROUP HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM THE COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, NONE OF THE CAPITA GROUP MAKES ANY WARRANTY OF ANY KIND THAT THE CAPITA PERSONNEL, SERVICES, DELIVERABLES, CLIENT WORK, THIRD-PARTY SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, INCREASE CLIENT'S SALES OR REVENUE, OR RETURN ON INVESTMENT, OR THAT ANY CLIENT WORK WILL BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES OR PRODUCTS, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE, OR COMPLY WITH PRIVACY LAWS OR ACCESSIBILITY LAWS. CLIENT ACKNOWLEDGES AND AGREES THAT WITHOUT THIS WARRANTY DISCLAIMER SET FORTH IN THIS SECTION, CAPITA US WOULD NOT ENTER INTO THIS AGREEMENT WITH CLIENT.

Article 11 - Limitation of Liability.

11.1 IN NO EVENT SHALL ANY OF THE CAPITA GROUP BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CAPITA GROUP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL THE CAPITA GROUP'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO CAPITA US PURSUANT THE APPLICABLE ORDER CONFIRMATION IN THE THREE (3) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Article 12 - Indemnification

12.1 Client's Indemnification. Client agrees to defend, indemnify, and hold harmless Capita US, its parent, subsidiaries, and affiliates, and each of its respective directors, officers, employees, and agents from and against any claim, demand, obligation cause of action, debt, or liability (including reasonable attorneys' fees) arising from:

- (a) Client's negligence or willful misconduct;
- (b) Client's breach of any term of this Agreement, including without limitation, Client's breach of its obligation to comply with laws in accordance with Article 9, Client's breach of its obligations under this Agreement, and Client's breach of any of its representations and warranties under this Agreement.
- (c) Any claim that Client or Capita Personnel has violated any Laws or any actual or alleged violation, infringement, unauthorized use or misappropriation of any third party's publicity right, privacy right, U.S. copyright, patent, trademark, or other intellectual property right arising from the use of Client Materials or Client Work, or other materials furnished hereunder by Client, to the extent that such use is in the contemplated manner and in full compliance with this Agreement. Client Material means all content and information in any form or media, including documents, data, know-how, ideas, specifications, software code, and other materials provided to the Capita Group or Capita Personnel by or on behalf of Client,

whether or not the same are owned by Client, a third party, or in the public domain; or qualify for or are protected by any intellectual property rights of a third party.

(d) Any claim that the Client Work or Services do not comply with applicable Laws, including the Americans with Disabilities Act, as amended (“ADA”), or any similar state, federal or international Laws with respect to accessibility of the Client Work, Services or Deliverables by disabled or physically disadvantaged users (collectively “Accessibility Laws”); or

(e) Any claim by Capita Personnel, governmental agencies, or third parties with respect to this Agreement whatsoever, including Capita Personnel’s employment, engagement, or termination by any of the Capita Group, Client Work, or any actions or inactions by Client, its affiliates, and their respective employees, officers, directors, agents or contractors.

12.2 Indemnification Procedures. In claiming any indemnification hereunder, Capita US shall promptly provide the Client with written notice of any claim which Capita US believes falls within the scope of the indemnifications provided by Article 12. Capita US, shall at Client’s expense, reasonably assist in the defense of such claims, provided that the Client shall control such defense and all negotiations relative to the settlement of any such claim, and further provided that any settlement intended to bind or impose any liability or admission of liability upon, any member of the Capita Group, shall not be final without such member of the Capita Group’s prior written consent.

12.3 Claims by Capita Personnel. If any Capita Personnel, its successors, assigns, or dependents file in Mexico or in the United States, any labor action against Client, Client will immediately notify Capita US of such situation and Client will have the right to: (a) submit its defense to the appropriate forum; negotiate and, when appropriate, resolve and settle the labor dispute, provided that any settlement intended to bind, or impose any liability or admission of liability upon, any member of the Capita Group, shall not be final without such member of the Capita Group’s prior written consent. In any event, Client shall pay all amounts that the competent authority awards.

Article 13 - General Provisions

13.1 Assignment and Delegation. Neither party may assign its rights or delegate its obligations under the Agreement without the consent of the other party, which party shall not unreasonably withhold its consent.

13.2 Assigns. This Agreement binds and benefits the parties and their respective permitted assigns.

13.3 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other forms of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have the authority to contract for or bind the other party in any manner whatsoever. Capita Personnel are not, and shall not be deemed to be, employees of Client, but instead are solely employees of the member of the Capita Group who hires such Capita Personnel.

13.4 No Third-Party Beneficiaries. Except for Capita Mexico, who is an express third-party beneficiary to this Agreement, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

13.5 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit brought shall be brought in the state or federal courts sitting in San Diego, California, the parties waive any claim or defense that such forum is not convenient or proper. Each party agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by California law. Each party irrevocably submits to the exclusive jurisdiction of such courts in this Section 13.5 in any such suit, action, or proceeding.

13.6 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY

TERMS & CONDITIONS



OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

13.7 Force Majeure. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement, nor deemed to have defaulted under or breached this Agreement, that is due to any of the following causes (which causes are hereinafter referred to as “Force Majeure”), to the extent beyond its reasonable control: acts of God, accident, riots or other civil unrest, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, epidemic, pandemic (including the Covid-19 pandemic), quarantine, national or regional emergency, civil commotion, government order, law, or action, embargoes or blockades in effect on or after the date of this Agreement, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, strikes, labor stoppages or slowdowns or other industrial disturbances, fire, flood, earthquake, explosion, shortage of adequate power or transportation facilities, generalized lack of availability of raw materials or energy, and other similar events beyond the reasonable control of the party that is impacted.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder. The Parties hereby acknowledge that while current events related to the Covid-19 pandemic are known, future impacts of the outbreak are unforeseeable and shall be considered a Force Majeure event to the extent that they prevent the performance of a Party's obligations under this Agreement.

13.8 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “Notice”) shall be in writing and addressed to the parties at the addresses set forth in the Order Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by email (with confirmation of receipt). Notices may also be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid), provided that such Notices are also delivered via email. Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section. Either party may change its notice address by providing notice to the other party pursuant to this Section.

13.9 Severability. If any provision of this Agreement is illegal or unenforceable, that provision is severed from the Agreement, and the other provisions remain in effect only if the essential business and legal provisions are legal and enforceable.

13.10 Survival. Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement.

13.11 Waiver; Amendment and Modification. No waiver by Capita US or Client of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by the party to be charged. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.

13.12 Interpretation; Headings. The term “including” shall mean, “including, without limitation.” Headings and titles shall not be used to interpret this Agreement but are only for convenience. The parties to this Agreement have had the opportunity to obtain counsel of their choice in the review, negotiation, and documentation of this Agreement, accordingly, this Agreement shall not be interpreted against one or the other party as the drafter of this Agreement. U.S. English shall be the only language for the interpretation and enforcement of this Agreement.

13.13 No Exclusivity. This Agreement does not create an exclusive relationship between Capita US and Client. Any member of the Capita Group may provide similar services to other clients and Client may obtain similar services from other providers.

13.14 Counterparts. This Agreement may be executed in any number of counterparts, but all counterparts hereof shall together constitute but one agreement.

13.15 Entire Agreement. This Agreement is the entire agreement between the parties and supersedes all prior or contemporaneous understandings, agreements, negotiations, proposals, representations and warranties, and communications, both written and oral.