

RECRUITMENT SERVICES AGREEMENT

This Recruitment Services Agreement (the "Agreement") is entered into this _____ (the "Effective Date") between Interfell Corp. ("Interfell"), a corporation registered in the State of Florida, located at 5659 Elmhurst circle apt 115, Oviedo, FL 32765, USA, and _____, a corporation registered in _____, located at _____ (the "Customer").

- I) SERVICES:** As per the service order signed on _____, the Customer selects the candidate _____ (hereinafter referred to as "Candidate") to fill the vacant position of _____, with responsibilities as described in the service order.

ACKNOWLEDGEMENT OF COMPLETION OF THE SELECTION PROCESS

- a) The parties confirm the recruitment process, as outlined in the service order, has been completed. The Customer agreed to conduct weekly meetings and provide feedback on the candidates presented by Interfell. Similarly, Interfell has met its obligation to present candidates who satisfy the vacancy requirements, verifying candidate experience and previous employment at its own expense.
- b) Following this process, the Customer has selected a candidate for the position, informing Interfell of the contract details. The start date for the selected candidate will be _____. All clauses outlined in the SELECTION PROCESS section of the SERVICE ORDER have been adhered to by both parties, ensuring proper execution of the service and successful selection of a suitable candidate for the vacancy.

- II) CONFIDENTIAL INFORMATION.** Both parties may receive proprietary or confidential information from the other party, its affiliated companies, and their customers. Both parties agree to maintain the confidentiality of such information, not disclosing it to third parties or using it for any purpose other than fulfilling the terms of this Agreement or as required by law. The receiving party will not be considered to have knowledge of the other party's confidential information as a result of the candidate's access to such information.

- III) NO DIRECT CONTACT.** The Customer acknowledges that the names and details of the candidates disclosed by Interfell at any stage of the relations between the Parties or as part of this Agreement and the service order are confidential. Therefore, the Customer agrees not to contact the candidates directly or indirectly regarding employment opportunities, unless expressly authorized by Interfell in writing. Should the Customer choose to bypass Interfell and directly hire any of the potential candidates, Interfell reserves the right to claim the fees stipulated in section (V).

- IV) FEES.**

- a) Interfell shall issue an invoice to the Client encompassing charges delineated herein, within seven (7) days following the candidate selection. The invoice will encompass Interfell's fees, equivalent to _____ of the annual gross salary agreed between the Client and the candidate ("Interfell Fees"). The Client will have up to ____ days to remit payment from the commencement of the selected candidate's duties.
- b) The sum payable to Interfell excludes taxes, local or national withholding taxes, or business fees that might apply in the execution of this contract. Taxes, withholdings, and fees necessitated by the laws of the Client's country will be solely the Client's responsibility.
- c) The Client will shoulder all commissions or bank transfer fees incurred from the payment of the Services.
- d) All references to currency, monetary values, and dollars, as agreed by the Parties, shall denote United States Dollars (USD), and all payments under this Agreement shall be made in USD.

V) OWNERSHIP OF WORK PRODUCT. Interfell agrees and assures, without additional compensation, that all rights, titles, and interests (including, but not limited to, patents and copyrights) in and to all tangible and intangible properties, work products, ideas, inventions, discoveries, and improvements, patentable or not, conceived, developed, created, obtained, or first reduced to practice by Interfell in service to the Client (collectively the "Work Product"), inclusive of but not limited to, technical notes, schematics, software source and object code, prototypes, computer models, artwork, literature, processes, and photographs, shall solely vest in the Customer.

VI) GUARANTEE. This agreement includes a guarantee lasting for ____ days from the commencement of the selected candidate's work. If within this period, the candidate resigns or is dismissed due to inadequate performance, the guarantee will take effect. Upon the activation of the guarantee, Interfell commits to presenting the Client with at least ten (10) suitable replacement candidates within sixty (60) days from the notice of the original candidate's termination. If the Client hires one of these candidates, it will be deemed that Interfell has fulfilled its guarantee obligations. If Interfell presents ten (10) suitable candidates within the stipulated time but the Client chooses not to hire any, the guarantee will be considered fulfilled, as Interfell will have satisfied its responsibility to offer viable alternatives. If Interfell fails to present at least ten (10) suitable candidates within the sixty (60) day period, or if the Client rejects all proposed candidates and an agreement isn't reached, the parties will agree on a fair commercial resolution. This could include, but not limited to, a partial refund of the recruitment service fees paid by the Client not exceeding 50% of the total paid, or an extension of the recruitment period to consider more candidates. Regardless of the

guarantee conditions, the collection of the fees outlined in Clause V isn't tied to the guarantee activation. In instances where the Client has selected a candidate who has started employment, Interfell is entitled to receive the fees as per Clause V, irrespective of the guarantee activation. If the Client terminates the candidate's employment before full payment is completed and has not covered the fees, Interfell retains its right to receive the owed fees and the execution of the guarantee as outlined in the previous sections.

VII) MISCELLANEOUS PROVISIONS.

- a) **Governing Law:** This Agreement, inclusive of all purchase orders and appendices hereto, along with any matters arising out of or in connection with this Agreement, will be governed by and interpreted in accordance with the internal laws of the State of Florida, USA.
- b) **Publicity:** The Client acknowledges and agrees that, sixty (60) days post successfully availing Interfell's services, Interfell may announce the existence of the commercial relationship between the Parties during the term of this Contract via its social media channels or any other means of its choosing.
- c) **Jurisdiction:** In the event of any dispute or claim arising out of or in relation to this Agreement, or a breach thereof, the parties agree to resolve such issues through arbitration in accordance with the International Arbitration Rules of the International Center for Dispute Resolution. All disputes will be adjudicated by a single arbitrator, with the place of arbitration being Miami, Florida.
- d) **Compliance with FCPA:** Interfell is committed to full compliance with the U.S. Foreign Corrupt Practices Act, 15 U.S.C. Section 78dd-1 and 78dd-2 ("FCPA"), and all other applicable anti-corruption laws. The Client hereby affirms and assures that it is aware of the provisions of the FCPA, which prohibits bribery of officials of any nation.
- e) **Notices and Notifications:** All notices or notifications required or permitted under this Agreement must be in writing, reference this Agreement, and will be considered given when sent via email.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed this Agreement as of the Effective Date.