

## STAFFING SERVICE AGREEMENT -

This SERVICE AGREEMENT entered into on this \_\_\_\_\_ (the "Effective Date") between Interfell Corp. ("Interfell"), a company incorporated in the State of Florida, with its address at 5659 Elmhurst circle apt 115 Oviedo FL 32765, Florida, USA, and \_\_\_\_\_, a company/corporation incorporated in \_\_\_\_\_, with its address at \_\_\_\_\_, (the "Client").

### SERVICES.

As per the service order signed on \_\_\_\_\_, for the vacancy of a \_\_\_\_\_, THE CLIENT has selected the candidate \_\_\_\_\_, hereinafter referred to as the SUBCONTRACTOR, to undertake the responsibilities of the position described in said order from \_\_\_\_\_ to \_\_\_\_\_.

### WARRANTY

If the SUBCONTRACTOR terminates his/her contract or is removed by THE CLIENT with cause, and THE CLIENT requests a replacement from INTERFELL, INTERFELL will present a maximum of ten (10) substitute candidates, and THE CLIENT will have 30 (30) days to select in writing any of the proposed substitute candidates. For the purposes of this section, "Cause" shall mean: (i) a material act or act of fraud intended or resulting in the personal enrichment of the SUBCONTRACTOR at the direct expense of the CLIENT, including, but not limited to, theft or embezzlement from the CLIENT; (ii) public conduct of the SUBCONTRACTOR that is substantially damaging to the CLIENT's reputation, or (iii) a material breach by the SUBCONTRACTOR of any of the CLIENT's policies, regulations, or practices.

### FEES

For the services provided by INTERFELL and consequently by the SUBCONTRACTOR, INTERFELL will issue an invoice to the CLIENT on \_\_\_\_\_, while the SUBCONTRACTOR is rendering services. Additionally, the invoice will include the SUBCONTRACTOR's gross monthly payment, as specified in the Service Order, and INTERFELL's commission ("INTERFELL's Fees"). The invoiced amount will be \$\_\_\_\_\_ USD (US Dollars).

**BANK COMMISSIONS:** The Client will be responsible for all and any bank transfer fees or expenses arising from the payment for the Services.

## PENALTY

If the Client cancels a work order in which they commit to hiring a subcontractor before the stipulated start date of the service and up to thirty (30) days after the service start date, for reasons unrelated to Interfell or the service of the selected subcontractor, the Client must pay Interfell a penalty equivalent to one (1) month of service, including the fees of Interfell and the subcontractor.

## NOTICE OF WITHDRAWAL AND ASSIGNMENT

THE CLIENT must notify INTERFELL in writing of the withdrawal of any SUBCONTRACTOR at least thirty (30) business days before the withdrawal date of the SUBCONTRACTOR.

During the first (1) year of service of each SUBCONTRACTOR, INTERFELL may assign the direct hiring rights of the respective SUBCONTRACTOR, subject to a written agreement between INTERFELL and THE CLIENT, and subject to THE CLIENT making a fee payment to INTERFELL equivalent to 8.3% of the Gross Annual Contract value agreed with said SUBCONTRACTOR. During the second year of services, the percentage payment for such assignment will be equivalent to 6% of the said SUBCONTRACTOR's gross annual salary. From the third year of continuous service of a SUBCONTRACTOR to the CLIENT, INTERFELL will assign the hiring rights of the said SUBCONTRACTOR without charging fees for such assignment."

## DATA PRIVACY

The Parties will process any personal data that may occasionally be stored and/or handled as required by the services, in accordance with the laws and regulations applicable to the jurisdiction in which the personal data are stored ("Data Privacy Laws"). "Personal Data" shall have the meaning set forth in the applicable Data Privacy Laws.

## WORK PRODUCT OWNERSHIP

As part of this Contract, and without additional compensation, INTERFELL agrees and warrants that all rights, titles, and interests in any tangible and intangible property and work products, ideas, inventions, discoveries, and improvements, patentable or not, that are conceived, developed, created, or obtained by INTERFELL or any SUBCONTRACTOR under this Contract, for THE CLIENT in relation to the provision of the services (collectively referred to as the "Work Product"), including but not limited to, all technical notes, schemes, source and object code of software, prototypes, test boards, computer models, graphic material, literature, methods, processes, and photographs, shall be exclusively vested in THE CLIENT.

## IN GENERAL

Publicity. THE CLIENT agrees and consents that, sixty (60) days after having successfully benefited from INTERFELL's services, INTERFELL may announce through its social networks and/or media it chooses the existence of the business relationship between the Parties during the term of this Contract.

Applicable Law. This Contract, including all purchase orders and Annexes thereof, and all matters arising out of or related to this Contract, shall be governed by and construed in accordance with the internal laws of the State of Florida, USA.

Jurisdiction. In the event of any controversy or claim arising out of or relating to this Contract, or a breach thereof, the parties shall resolve it through arbitration in accordance with the International Arbitration Rules of the International Centre for Dispute Resolution. All disputes shall be heard by a single arbitrator. The place of arbitration shall be Miami, Florida.

FCPA Compliance. It is INTERFELL's policy to fully comply with the U.S. Foreign Corrupt Practices Act, 15 U.S.C. Section 78dd-1 and 78dd-2 ("FCPA"), and any other applicable anti-corruption law. The CLIENT hereby represents and warrants that they are familiar with the FCPA, which prohibits the bribing of public officials of any nation.

Notices and notifications. All notices required or permitted under this Contract shall be in writing, shall reference this Contract, and shall be deemed delivered when sent by email.