

This SERVICE AGREEMENT entered into this _____, (the "Effective Date") between Interfell Corp. ("Interfell"), a company incorporated in the State of Florida with address 5659 Elmhurst circle Oviedo FL 32765, Florida, USA and, _____, a company/company incorporated in _____, with address _____ (hereinafter "the Client").

SERVICES.

According to this contract, the CLIENT requests INTERFELL for its talent management services that cover subcontracting, payment management and human resources support and selects the candidate _____, hereinafter referred to as SUBCONTRACTOR, to carry out the responsibilities of _____ from _____ until _____.

FEE

For the services provided by INTERFELL and consequently by the SUBCONTRACTOR, INTERFELL will issue an invoice to the CLIENT on the day, while the SUBCONTRACTOR is providing services. Additionally, the invoice will include the SUBCONTRACTOR's gross monthly payment, as specified in the contract, and INTERFELL's commission ("INTERFELL Fees"). The amount to be invoiced will be _____ American Dollars.

BANK COMMISSIONS: The Client will be responsible for each and every bank transfer commission or expense derived from the payment of the Services.

DATA PRIVACY

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

OWNERSHIP OF WORK PRODUCT

As part of this Agreement, and without additional compensation, INTERFELL agrees and warrants that all right, title and interest in and to all property, tangible and intangible, and work products, ideas, inventions, discoveries, and improvements, whether patentable or not, that are conceived, developed, created, obtained by INTERFELL or any SUBCONTRACTOR under this Agreement, for THE CUSTOMER in connection with the provision of the services (collectively the "Work Product"), including, but not limited to, all technical notes, schematics, source and object code of

the software, prototypes, test boards, computer models, graphic material, literature, methods, processes, and photographs, will be granted exclusively to the CLIENT.

IN GENERAL

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

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

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

4. **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 laws. CUSTOMER hereby represents and warrants that it is aware of the FCPA, which prohibits bribery of public officials of any nation.

5. **Notices and notifications.** All notices required or permitted under this Agreement will be in writing, will refer to this Agreement and will be deemed given when sent by email.