

RAMP GLOBAL – AGENCY LICENCE AGREEMENT

INTRODUCTION

We (**RAMP Global** a trading name of The JobPost Limited, a company registered in England and Wales with registration number 6723374, whose registered office is at 1-2 Paris Garden, Bankside, London SE1 8ND United Kingdom) have agreed to provide you (**Agency**) with a licence of the Platform subject to these Terms and Conditions.

1. Licence

- 1.1 RAMP Global grants Agency a limited, revocable, non-exclusive, non-transferable and non-sub-licensable licence to use the Platform to the termination of this Agreement.
- 1.2 All rights not expressly granted to Agency are reserved by RAMP Global.

2. Contractual relationship between Agencies and Employers

- 2.1 The Platform enables Agency to contract directly with an Employer based on the Employer's standard terms and conditions (including any modifications to the Agency Terms that may be agreed by Agency directly with an Employer and/or RAMP Global on behalf of an Employer) (**Recruiter Terms**).
- 2.2 RAMP Global has been appointed by Employers to act as their commercial agent for the purposes of:
 - 2.2.1 concluding legally binding contracts with Agencies in accordance with the Recruiter Terms;
 - 2.2.2 paying Recruiter Charges to Agencies on behalf of the Employer; and
 - 2.3.3 accepting Rebates from an Agency on behalf of the Employer.
- 2.3 Although RAMP Global will conclude contracts with Agency on behalf of an Employer, such contracts will be made directly between the Employer and Agency. RAMP Global is not responsible for the Recruiter Terms and will not have any liability to Agency or any other person in respect of such terms.
- 2.4 RAMP Global shall have no obligation to remit Recruiter Charges to Agency on behalf of an Employer or to remit Rebates to Employers until payment has been provided in full by Employer or Rebates have been received in full from an Agency. RAMP Global has the right to set-off any Fees owed by Agency owed to RAMP Global from any Recruiter Charges or Rebates.
- 2.5 RAMP Global shall not be responsible for resolving any disputes between Employer and an Agency.

3. Fees, Recruiter Charges and Rebates

- 3.1. Agency agrees that all Recruiter Charges owed by an Employer shall be paid by RAMP Global and all Rebates payable to an Employer shall be payable to RAMP Global, in both cases as agent on behalf of the Employer.
- 3.2. Agency shall pay RAMP Global fees as may be agreed between the parties from time to time either in writing or on the Platform. Any fees payable by the Agency shall be automatically deducted from the Recruiter Charges payable to Agency and shall be non-refundable.
- 3.3. RAMP Global shall pay any Recruiter Charges received by an Employer (net of any fees payable by Agency) to Agency after receipt of a valid VAT invoice from Agency. Recruiter Charges held by RAMP Global that have not been invoiced by Agency within 6 months after receipt by RAMP Global

will be subject to a service fee of 10% per month that shall be automatically deducted from the fees payable to Agency (provided that the service fee shall not exceed the total amount of uninvoiced Recruiter Charges)

4. Warranties and Disclaimer

- 4.1. Agency represents and warrants (and, where applicable, will procure similar representations and warranties from any Users) that:
 - 4.1.1. it will comply with the Code of Conduct and any other policies notified by RAMP Global to the Agency from time to time;
 - 4.1.2. it will ensure that all Users that access the Platform have the legal right to bind the Agency into contracts with an Employer;
 - 4.1.3. it will not share any login details or otherwise enable unlawful access to the Platform by any other person;
 - 4.1.4. it will not data mine, scrape, crawl, aggregate, copy, extract or attempt to harvest the Platform for any purpose; and
 - 4.1.5. it will not decompile, disassemble, translate, replicate or otherwise reverse engineer any portion of the Platform, including any source code, object code, algorithms, methods, processes or techniques used or embodied in them including those in respect of categorisation.
- 4.2. RAMP Global represents and warrants that the Platform will not infringe the Intellectual Property Rights of any third party.
- 4.3. Each party warrants and represents to the other that:
 - 4.3.1. will comply with all applicable laws including, but not limited to, the Data Protection Laws, in carrying out its obligations under this Agreement;
 - 4.3.2. it has the full legal capacity, power and authority to enter into this Agreement;
 - 4.3.3. this Agreement is legally binding on it and enforceable against it; and
 - 4.3.4. its representatives are properly authorised to undertake the actions that they undertake.
- 4.4. Except as expressly warranted in this Agreement, and except to the extent prohibited by law, RAMP Global disclaims all implied representations and warranties regarding the Platform including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose. RAMP Global makes no representation that the Platform will be error-free, correct, accurate, complete, reliable, secure, current or up-to-date.

5. Indemnity

- 5.1. RAMP Global shall indemnify Agency and its Affiliates and each of their respective directors, officers, contractors, authorised representatives, agents and employees against any claim or loss resulting from RAMP Global's breach of clauses 4.2.

- 5.2. Agency shall indemnify RAMP Global and hold RAMP Global and its Affiliates and each of their respective directors, officers, contractors, authorised representatives, agents and employees against any claim or loss resulting from Agency's breach of clause 4.1.
- 5.3. The obligations under the foregoing indemnities are subject to the condition that the indemnified party gives the indemnifying party prompt written notice of any claim or action for which indemnity is sought, gives the indemnifying party control of the defence and provides all reasonable co-operation to the indemnifying party.

6. Limitation of Liability

- 6.1. Notwithstanding any other clause in this Agreement but subject to clause 6.3, RAMP Global's maximum aggregate liability to Agency and its Affiliates for any claim or loss arising directly or indirectly in connection with this Agreement shall be capped at the amount of transaction fees payable to RAMP Global by Agency in the 12 months preceding the date of the claim.
- 6.2. Notwithstanding any other clause in this Agreement but subject to clause 6.3, neither party shall be liable to the other party or its Affiliates for any consequential, special, incidental, or indirect damages or loss of profits arising from or related to this Agreement, under any cause of action or theory of liability and irrespective of whether the party has been advised of the possibility of any such loss or damage.
- 6.3. Nothing in this Agreement shall limit or exclude either party's liability for death or personal injury resulting from its negligence, fraud or fraudulent misrepresentation, or any matter which cannot be limited or excluded by law.

7. Term and termination

- 7.1. This Agreement shall continue until terminated by either party on one month's written notice.
- 7.2. This Agreement may be terminated by either party immediately on written notice to the other if:
 - 7.2.1. the other party materially breaches any of its obligations under this; or
 - 7.2.2. the other party is insolvent or subject to a winding up petition.
- 7.3. Upon termination of this Agreement for any reason, the licence granted under this Agreement and Agency's access to and use of the Platform shall immediately cease.
- 7.4. Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the payment of any Rebates, the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination.
- 7.5. Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

8. Suspension

- 8.1. RAMP Global may, in its sole discretion, suspend access to the Platform or provision of the Services without liability to Agency:

8.1.1. if Agency is in breach of this Agreement;

8.1.2. if an event of Force Majeure occurs; or

8.1.3. if it has any reasonable systems or security concerns; or

8.1.4. due to any scheduled or emergency maintenance, system updates or upgrades to the Platform (but will endeavour to undertake any scheduled outages outside of working hours).

9. Confidentiality

The parties agree to treat all information that should reasonably be considered as confidential, including, without limitation, trade secrets, technology, information relating to business operations and strategies, and information relating to customers, pricing and marketing (“**Confidential Information**”) in the strictest confidence. Neither party shall disclose any Confidential Information unless they have received the prior written consent of the other party, it is required by law or an applicable regulator, or the information is already in the public domain.

10. Intellectual Property

10.1. Nothing in this Agreement assigns or transfers to Agency any rights, title or interest (including any Intellectual Property Rights) in the Platform.

10.2. RAMP Global shall have the right to use the Output Data in perpetuity for any purpose provided that it has been anonymised.

10.3. If at any time all or any part of the Platform becomes subject to any infringement claim, RAMP Global may, at its own expense and option, elect to:

10.3.1. modify or replace the affected software so that it is non-infringing; or

10.3.2. obtain for Agency the right to continue using the Platform.

10.4. If neither of the options at clause 10.3 are, in RAMP Global’s opinion, commercially reasonable, RAMP Global shall have the right to terminate this Agreement on written notice.

11. Marketing Activities

During the Term, RAMP Global may refer to Agency in its marketing, promotional, and other communications.

12. Miscellaneous

12.1. RAMP Global may modify these terms and conditions from time to time by posting an updated version on the RAMP Global website. Any material modifications will be sent by email 30 days before they take effect.

12.2. All notices shall be in writing and delivered by post or email. Any notice delivered by post must also have a copy sent via email.

12.3. This Agreement constitutes the entire agreement between the parties about its subject matter.

- 12.4. No variation of this Agreement will be binding unless it is in writing and signed by the parties.
- 12.5. Neither party may assign this Agreement without the other party's prior written consent (not to be unreasonably withheld) provided that an assignment by RAMP Global to an Affiliate or incidental to a sale of all or substantially all its assets shall not require any such consent.
- 12.6. RAMP Global shall have the right to sub-contract any of its obligations under this Agreement.
- 12.7. If any clause is held by a court to be unenforceable, that clause shall be deleted from this Agreement.
- 12.8. A party's delay to pursue remedies for a default does not amount to a waiver of any obligation of the other party.
- 12.9. Nothing in this Agreement will be taken as giving rise to a relationship of employment, agency, partnership or joint venture. Each party to this Agreement is an independent contractor and neither party has any authority to bind the other.
- 12.10. This Agreement is governed by English law and is subject to the exclusive jurisdiction of the courts of England.

13. Definitions

Affiliate means any company, corporation, partnership or other business organization or entity which, directly or indirectly, controls, is controlled by, or is under common control with another company, corporation, partnership or entity;

Confidential Information shall be as defined in clause 9;

Data Protection Laws means Directive 95/46/EC including as implemented by the Data Protection Act 2018, Regulation (EU) 2016/679, and any other laws relating to the processing of Personal Data under this Agreement including the Privacy and Electronic Communications (EC Directive) Regulation 2003 and all related regulations, guidance and codes of practice issued from time to time by a relevant data protection supervisory authority;

Employer means any company that posts a Job Post on the Platform;

Force Majeure means any circumstances beyond a party's control including strikes or industrial disputes, acts of God, acts of government, refusal of licence, failures or outages of any utilities (including telecommunications and data communication equipment or services), denial of service attacks, fire, explosion, floods, cyclone, tsunami or other extreme weather events, aircraft unavailability or unavailability, war, terrorism or civil disturbance, or impossibility of obtaining material and/or data;

Intellectual Property means all intellectual property rights including patents, trade secrets, trade marks, service marks, trade or business names, copyright and other rights in works of authorship (including rights in computer software), rights in logos and get up, inventions, ideas, algorithms, processes, specifications, moral rights, design rights, domain names, know-how, database rights and semi-conductor topography rights, software, source and object code and all intangible rights and privileges of a similar nature analogous or allied to any of the above in every case whether or not registered or unregistered, the right to sue for passing off or unfair competition and all rights or forms of protections of a similar or equivalent form in any relevant jurisdiction and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Job Post means a vacancy that is posted on the Platform by or on behalf of the Employer;

Output Data means all reports and other data that is output from the Platform as a result of Agency's use of the Platform;

Platform means the RAMP Global technology platform that enables Employers to manage their recruitment agencies;

Rebates means any Recruiter Charges that are refundable from an Agency to an Employer under the Recruiter Terms;

Recruiter Charges means the charges that an Employer agrees to pay to an Agency for the fulfilment of an Active Job under the Recruiter Terms;

Recruiter Terms shall be as defined in clause 2.1; and

Users means employees and contractors of Agency.