

ASSIGNED WORKER UNDERTAKING

Hirobe Limited, Trent House, 234 Victoria Road, Stoke on Trent, Staffordshire, ST42LW, United Kingdom

Dear Sir / Madam

I, **[NAME AND ADDRESS OF ASSIGNED WORKER]** (the “**Assigned Worker**” or “**I**”) acknowledge and agree that in consideration of my Assignment with **[insert name of end client]** (“**End Client**”) by Hirobe Limited (“**Agency**”) I shall provide the following undertaking to Agency during the term of the Assignment and thereafter as applicable:

1. Confidential Information

- 1.1 During the Assignment I will have access to Confidential Information. Confidential Information does not include any information related to a good faith claim of harassment, discrimination or retaliation.
- 1.2 I shall not directly or indirectly (except as authorized or required in the proper course of the Assignment or as required by law), either during the Assignment or at any time after its termination directly or indirectly, use, disclose to any third party or make use of any Confidential Information without the express written consent of the End Client.
- 1.3 I will, at all times, keep the Confidential Information confidential and secure and will, on demand from the End Client, either destroy (with certification by one of its officers) or return the Confidential Information of the End Client. All rights in the Confidential Information remain the rights of the End Client.
- 1.4 The obligations described in this Clause 1 shall survive termination of the Assignment.

2. Materials

- 2.1 All Works embodying Materials or Inventions created by me at any time relating to the Assignment with the End Client (“**End Client IP Rights**”) shall belong to and vest in the End Client absolutely to the fullest extent permitted by law and I hereby assign to the End Client all such End Client IP Rights by way of present assignment of future rights. I agree that End Client IP Rights will be deemed to be Confidential Information of the End Client. I further agree that End Client IP Rights may be exercised exclusively by the End Client in all media and formats whether now known or hereafter devised.
- 2.2 I undertake that, at the End Client's expense and upon request, at any time, I will execute such documents, make such applications, give such assistance and do such acts as may in the opinion of the End Client be necessary or desirable to vest the End Client IP Rights in, and to register them in, the name of the End Client and to defend the End Client against claims that Works embodying Materials or Inventions infringe third party rights, and otherwise to protect and maintain the End Client IP Rights in the Works and the Inventions.
- 2.3 I hereby irrevocably waive, to the extent permitted by applicable law, all moral rights in the End Client IP Rights which I might otherwise have or be deemed to have under any law in any jurisdiction. I hereby assign by way of present assignment of future copyright all copyright in any copyright works produced or originated by me in the course of the Assignment.
- 2.4 Immediately upon the termination of the Assignment or earlier at the End Client's request, I will deliver up to the End Client all End Client IP Rights, and all underlying data and/or documents embodying such End Client IP Rights or relating thereto, in my possession, custody or power.
- 2.5 The obligation described in this Clause 2 shall survive termination of the Assignment.

3. Anti-Bribery and Compliance

- 3.1 I shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the US Foreign Corrupt Practices Act 1977.
- 3.2 I shall escalate any issues or concerns, including potential violations of law or any relevant End Client policy in accordance with the End Client's internal reporting procedures as notified to me from time to time.
- 3.3 I shall participate in all compliance trainings required of consultants, contractors and other non-employees providing services to the End Client.

- 3.4 I understand that non-compliance with any relevant End Client policy (including those listed in Clause 3.1 above) or breach of training guidelines will be considered a material breach of this undertaking.
- 3.5 I shall comply with the End Client's regulations, policies and protocols as notified to me from time to time, including (without limitation) on health and safety and security (including IT security when accessing or using the Client's systems).

4. Data information

- 4.1 I acknowledge that the End Client reserves the right to monitor the use of its resources, including use of email, the internet, the End Client's intranet, End Client computer equipment, telephone and any cell phones, or other portable or mobile device issued to me.
- 4.2 I acknowledge that the Agency and End Client will process my personal information for a range of legitimate purposes, including but not limited to business, administrative and safety/security purposes.
- 4.3 I understand that in providing Services, my Personal Information will be collected by Agency and passed to Agency's Service Providers in the course of the administration of the Assignment for, including but not limited to, back office administration, timesheet management, expense management, invoice management, invoice factoring and payment services.
- 4.4 I shall comply with Data Privacy Laws as applicable to the Services and any data privacy requirements, policies and rules when handling End Client-related personal information in the course of the Assignment as are provided to me from time to time.

5. End Client Property

- 5.1 I agree that, at any time on request and/or immediately on termination of the Assignment, I will return to the End Client in good condition (subject to fair wear and tear) any property of the End Client issued to me including but not limited to computer equipment, telephone and any cell phones, or other portable or mobile device (as applicable), my security pass and/or keys, plus hardware and software and all documents in whatever form) relating to the business or affairs of the End Client.

6. Waiver of Benefits

- 6.1 Except as provided, when applicable, by the EOR pursuant to jurisdictional law, I understand and agree that I am not eligible for or entitled to participate in or make any claim upon any benefit plan, policy, or practice offered by the Agency or End Client, their parents, affiliates, subsidiaries, or successors, regardless of the length of my Assignment to End Client and regardless of whether I am held to be a common-law employee of the Agency or End Client for any purpose and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, now or in the future, to such benefits and agree not to make any claim for such benefits.

7. Warranties

- 7.1 I warrant that:
- 7.1.1 I shall carry out the Services with all due skill and care in accordance with the applicable terms of this Agreement and any other timetables or other targets agreed with the End Client;
- 7.1.2 I shall adhere to all applicable laws, statutes and regulations as enacted from time to time;
- 7.1.3 I shall act in a professional manner at all times when at the premises at which Services are to be performed;
- 7.1.4 I am free of any obligation to any third party that may prevent me from providing the Services;
- 7.1.5 I meet the End Client's requirements and I am suitably qualified, trained, skilled, able, experienced and authorized to perform the Services and I shall provide such evidence of such qualifications, training, skills, experience or authorizations as the End Client may require;
- 7.1.6 I have the legal right to work in the United States; and
- 7.1.7 the Services will not infringe any third party's intellectual property rights.

8. Indemnity

8.1 ASSIGNED WORKER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS AGENCY, AGENCY GROUP AND EACH OF THEIR RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, JUDGMENTS, ACTIONS, LAWSUITS, COSTS (INCLUDING REASONABLE ATTORNEY'S FEES) AND EXPENSES ARISING OUT OF ASSIGNED WORKERS MATERIAL BREACH OF THIS UNDERTAKING, ANY GROSS NEGLIGENCE, WILLFUL MISCONDUCT, ACTS OR OMISSIONS, WHICH BREACH ANY COVENANT, REPRESENTATION OR WARRANTY BY ASSIGNED WORKER OF THIS UNDERTAKING.

9. Amendments

9.1 Any amendments to this undertaking must be in writing and signed by both parties.

10. Validity

10.1 If any provision of this Agreement is deemed invalid, unenforceable, or voidable, it will not affect the validity or enforceability of any other provision of this Agreement, which will remain in full force and effect.

11. Entire Agreement

11.1 This Agreement, including exhibits and any documents referenced herein, constitute the entire agreement of the parties relating to the subject matter of this undertaking, and expressly supersedes all prior agreements between them, whether oral or written, regardless of what representations may have been made previously.

12. Notices

12.1 Any notice required under this Agreement shall be provided in writing by e-mail to the recipient's correct e-mail address as follows:

12.1.1 Agency - contract@hirobe.io; and

12.1.2 Assigned Worker - [insert Assigned Worker email address].

13. Governing Law

13.1 This Agreement shall be governed by and construed in accordance with the laws of the State of New York. All disputes arising under this Agreement are subject to the exclusive jurisdiction of the Federal or State Courts of New York. Both parties hereby consent to the jurisdiction (personal and subject matter) of courts located in New York. If the Assigned Worker resides and works in California, the laws of the State of California will govern.

14. Arbitration

14.1 Any controversy, dispute, or claim arising out of or relating to this Agreement, or any breach thereof shall first be settled confidentially through good faith negotiation between Agency and Assigned Worker. If the dispute cannot be settled through good faith negotiations, Agency and Assigned Worker agree to settle the dispute through binding arbitration in accordance with Federal Arbitration Act standards as administered by JAMS in the state of New York and the county of New York. In the event of any disagreements about the arbitrator, JAMS will designate an arbitrator to the dispute. In the interest of equity and fairness, Agency and Assigned Worker agree that the costs of the arbitration shall be split equally among them.

14.2 ARBITRATION OR LITIGATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS THE ASSIGNED WORKER MAY NOT JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR WITH OTHER INDIVIDUALS AGAINST AGENCY, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

14.3 This arbitration Clause 14 shall survive after separation or the termination of this Agreement.

15. Definitions

15.1 For the purposes of this Agreement, the following definitions apply:

“**Agreement**” means the terms and conditions contained in this undertaking.

“**Assignment**” means the provision of Services which Agency has engaged the Assigned Worker to provide to the End Client, the details of which are set out in the Assignment Schedule provided by the EOR.

“**Assignment Schedule**” means the details of an agreed Assignment as recorded by the EOR.

“Confidential Information” means including personal information, documents, databases, designs, schedules, instructions, plans, specifications, sketches, models, samples, technical information, trade secrets and/or other information, written, oral or otherwise of any type and however disclosed concerning the business, operations, processes and affairs of the End Client or their contractors, customers, agents and employees which is commercially sensitive and which, if disclosed, may cause significant damage to the End Client, or a member of the End Client Group or a third party beneficiary.

“Customer” means any third party other than the End Client who receives the Services, or intends to receive the Services, of the Assigned Worker during an Assignment.

“Data Privacy Laws” means any applicable state, federal, provincial, foreign or international laws or regulations either in effect or that come into effect during the Assignment relating to the processing of personal information.

“End Client” means the End Client as identified in this undertaking and all references to End Client shall include members of the End Client Group and any Customer of the Client receiving the Services as described in the Assignment Schedule.

“EOR” means [insert name of EOR] located at [insert address], acting as your employer of record for the duration of the Assignment.

“Group” means any direct or indirect subsidiary or any direct or indirect holding company or any such subsidiary of any such holding company or any such holding company of such subsidiary.

“Invention” means any invention, idea, discovery, development, improvement or innovation made by Assigned Worker in the course of the Assignment whether or not patentable or capable of registration.

“Materials” means all copyrights and all rights in patents, databases, designs, trademarks, trade names, domain names, service marks, trade secrets, and know-how, and other intellectual property rights (registered or unregistered), all applications for the same and all rights having similar effect anywhere in the world.

“Services” means the services provided by the Assigned Worker to the End Client as described in the Assignment Schedule.

“Service Providers” means any third party business or organization engaged by Agency to fulfil Agency’s obligations to Assigned Worker, EOR and End Client during the Assignment, including but not limited to back office administration, timesheet management, expense management, invoice factoring and payment services for the Agency.

“Works” means the results and proceeds of the Services including without limitation, all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, prepared by the Assigned Worker in the course of the Assignment.

Signed by Assigned Worker _____ Dated _____