

PERSONNEL RECRUITMENT AND SELECTION SERVICE AGREEMENT

By and between:

1st Party – Dunross S. R. O, having registered offices at Sudomerska 32, Prague 3, 130 00, Czech Republic, registered under the same Legal Entity number 25661159, herein represented by **Michael Gouteff**, as Director, with the necessary powers for the act, hereinafter referred to as the **1st Party**;

And

2nd Party – Teleperformance Portugal, S.A., having registered offices at Av. Alvaro Pais, nº 2, Edifício Marconi, 1600-873, in Lisbon, with registered capital of € 885,395, registered at the Commercial Registry of Lisbon under the same Legal Entity number 503 245 933, herein represented by **Augusto Martinez Reyes**, as attorney-in-fact, with the necessary powers for the act, hereinafter referred to as **Teleperformance or TP**.

This Service Agreement is entered into and mutually agreed between the Parties, and shall be governed by the following terms and conditions:

PART I – Scope of Services:

Services	Price	Start Date
Provision by the 1 st Party of personnel sourcing and pre-selection support services (hereinafter, the Services) as may be commissioned by TP.	Hebrew 4000,00€ (Four Thousand Euros) per signed contract for Hebrew language work (no specific dialect required)	10/07/2023

PART II – General Terms & Conditions:

1. Term and cancellation of commissions	<p>a) This Agreement is concluded for an indefinite period, and may be freely terminated at any time by either Party, provided prior notice of 30 days by means of registered letter with acknowledgment of receipt.</p> <p>b) The notice of termination given under the preceding paragraph or the effective termination of this Agreement shall not affect the recruitment and selection processes that are taking place on the date of the notice or termination, to which the provisions of this Agreement shall continue to apply as if it had not been terminated or notice of the intention to terminate had not been given.</p>
2. Obligations of the 1st Party	<p>The obligations of the 1st Party specifically consist of:</p> <p>a) Appointing a representative with management and coordination powers, who shall be responsible for establishing and maintaining contact with TP;</p> <p>b) Keeping TP informed regarding the status and development of recruitment and selection procedures in progress, providing all information and documents immediately upon request;</p> <p>c) Complying with the instructions and priorities that were given by TP relating to the provision of the Services;</p> <p>d) Not representing or negotiating on behalf of TP or making binding commitments to any third parties (in particular, in dealings with candidates) in any way, unless instructed by TP in writing to that effect;</p> <p>e) Not including in other recruitment processes candidates who have taken part in any Recruitment and Selection process commissioned by TP, where they have not already been excluded from the process at the explicit and written request of TP;</p> <p>f) Not charge a fee or any other type of compensation for the Services to the candidates.</p> <p>g) The 1st Party undertakes to operate in accordance with the requirements contained in the Teleperformance Supplier Code of Conduct which can be found at the following link: https://teleperformance.com/media/c3gotz3d/tp-se-2019-supplier-code-of-conduct-10242019.pdf</p>

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3. Obligations of TP	The obligations of TP consist of: a) Providing all information necessary for the development of the Recruitment and Selection Process; b) Indicating for each Recruitment and Selection Process persons in charge of coordinating the Process; c) Giving feedback on candidates presented within 7 days of delivery of the final reports by the 1 st Party.
4. Confidentiality	Any and all information provided by TP to the 1 st Party or the staff thereof and specifically classified as confidential may not be transferred to third parties without the prior written consent of TP.
5. Right of Audit	The 1 st Party hereby recognizes the right of TP, and/or any external auditor(s) appointed by TP, to audit any documentation, materials and/or tools in the possession of the 1 st Party related to the provision of the contracted Services, as may be justified and reasonably requested by TP, for the purpose of verifying the compliance of the Services with the terms and conditions contained in this Agreement. The 1 st Party hereby warrants that it shall provide TP's auditors or any external auditor appointed by TP with all the necessary cooperation and assistance in the conduction of such audits.
6. Responsibility	Teleperformance shall have a right of recovery in relation to 1 st Party in the event of imposition of any penalties, costs or damages required thereof and arising, in whole or in part, from any breach, default or defective performance of this Agreement by the 1 st Party, specifically negligence, error or malicious fraud in the validation of the candidates as per the commissions made and with which Teleperformance maintains an employment relationship.
7. Jurisdiction and Governing law	a) The District Courts of Lisbon shall have jurisdiction over any issue emerging from the interpretation, integration, execution or termination of this Agreement, expressly renouncing all others. b) This Agreement shall be governed by and construed in accordance with Portuguese law, excluding its rules regarding conflicts.

PART III – Special Terms & Conditions:

1. Methodology and Process	1.1 The Services will be provided according to the following methodology: A) Job Description (description of the function and candidate profile, based on TP competencies); B) Screening of Curricula Vitae based on the Job Profile; C) Individual Interview; 1.2 Teleperformance is not in any way obliged to hire any of the candidates selected by the 1 st Party, and shall not be compelled to justify its decision not to hire to the candidates.
2. Prices and Payment Terms	2.1 For the Services commissioned by TP and correctly and punctually provided by the 1 st Party under this Agreement, TP shall pay the Price as detailed in Part I – Scope of Services. 2.2 The Parties have agreed that TP shall pay for recruitment services relating solely to those candidates who conclude employment agreements, and that the agreed fees include all instalments payable to the 1 st Party for the Services. 2.3 Payment of the Services provided by the 1 st Party shall be made no later than 30 days after receipt of the corresponding invoice by TP.
3. Guarantee	3.1 Should the employment agreement concluded between TP and the selected candidate be terminated for any reason presented in writing by TP, the 1 st Party shall provide TP with a Guarantee in accordance with the following terms: (i) Termination of the employment agreement during the 1st (first) month from the date of admission of the candidate to the employ of TP, the 1 st Party undertakes to credit TP with 100% of the value of the recruiting services that has been paid in the meantime to the 1 st Party. (ii) Termination of the employment agreement during the 2nd (second) month from the date of admission of the candidate to the employ of TP, the 1 st Party undertakes to credit TP with 50% of the value of the recruiting services that has been paid in the meantime to the 1 st Party. 3.2 Any credit notes to be issued under the preceding paragraph shall be issued within 10 days of the date on which TP notifies the 1 st Party.

	3.3 Should the credit note(s) not be issued within the time frame mentioned, TP may claim such compensation as is due for any amount owed to the 1 st Party for providing the services, notwithstanding the right to seek compensation under general law if the same are not issued.
4. No Hire	<p>4.1 The 1st Party agrees that, during the term of this agreement and for 2 (two) years from the moment the candidate is hired, directly or indirectly, for any position, as an employee, consultant, or independent contractor (any of the latter positions hereby referred to as "Worker"), by TP, the 1st Party will not recruit, approach, call on, solicit, request, or entice away any Worker of TP to fill a position for another client of the 1st Party.</p> <p>4.2 It is acknowledged by the 1st Party that the breach of section 4.1 above will cause TP to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by TP of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of such breach, TP is not required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore the 1st Party shall be liable to TP for payment of liquidated damages in the amount of 6 (six) months salaries/remuneration of each Worker hired by TP. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, which - when applicable - the 1st Party shall pay them to TP. Payment of liquidated damages shall not in any way limit TP's right to terminate this agreement for default as provided elsewhere herein.</p>

PART IV – Contact Details:

To Teleperformance Portugal	
Address:	Av. Alvaro Pais, nº 2, Edifício Marconi, 1600-873 Lisboa
Name:	Eva Salinas (Commercial) Marco Marçal (Finance)
	eva.salinas@teleperformance.com marco.marcal@teleperformance.com

To the 1st Party	
Address:	Sudomerska 32, Prague 3, 130 00, Czech Republic
Name:	Michael Gouteff
Email:	mike.gouteff@dunross.cz

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement intending to be legally bound hereby as of the 10/07/2023.

1st Party

DocuSigned by:

Michael Gouteff

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Teleperformance Portugal

DocuSigned by:

Augusto Martinez Reyes

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