

User Agreement for BuzzHire App (workers)

This User Agreement (this “**Agreement**”) is an agreement between you (“**you**” or “**your**”) and Berry Recruitment Limited trading as BuzzHire (“**BuzzHire**”, “**we**”, or “**us**”). You must read, agree to, and accept all of the terms and conditions contained in this Agreement in order to use our website located at www.BuzzHire.co, all affiliated websites, including mobile websites and/or applications (including without limitation the BuzzHire, “**BuzzWorker – Jobs on Demand**” and/or “**TeamWork – Manage your Work**” mobile software application as updated from time to time (the “**App**”)), owned and operated by us, our predecessors or successors in interest, or our Affiliates (collectively, the “**Site**”), all services, applications and products that are accessible through the Site and all BuzzHire mobile applications that link to or reference this User Agreement (“**Site Services**”) whether provided by us or our Affiliates. This Agreement includes and hereby incorporates by reference the agreements and Site usage policies linked from this User Agreement, as such agreements and policies may be modified by BuzzHire from time to time. Subject to the conditions set forth herein, BuzzHire may, in its sole discretion, amend this Agreement version on the Site. Any revisions to this Agreement will take effect when posted on the Site unless otherwise stated.

YOU UNDERSTAND THAT BY USING THE SITE OR SITE SERVICES AFTER THE EFFECTIVE DATE, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT IN ITS ENTIRETY, YOU MUST NOT ACCESS OR USE THE SITE OR THE SITE SERVICES AFTER THE EFFECTIVE DATE.

1. DIGITAL SIGNATURE

By registering for a BuzzHire account on the Site (an “**Account**”), when prompted on the Site, you are deemed to have executed this Agreement electronically, effective on the date you register your Account (the “**Effective Date**”). Your Account registration constitutes an acknowledgement that you are able to electronically receive, download, and print this Agreement, and any amendments.

2. CONSENT TO USE ELECTRONIC RECORDS

In connection with this Agreement, you may be entitled to receive certain records, such as contracts, notices, and communications, in writing. To facilitate your use of the Site, you give us permission to provide these records to you electronically instead of in paper form.

2.1 YOUR CONSENT

By registering for an Account, you consent to electronically receive and access, via email or the Site, all records and notices provided to you under this Agreement that we would otherwise be required to provide to you in paper form. However, we reserve the right, in our sole discretion, to communicate with you via the Royal Mail Postal Service and other third-party mail services using the address under which your account is registered.

2.2 KEEPING YOUR EMAIL ADDRESS CURRENT WITH US

In order to ensure that we are able to provide records and notices to you electronically, you agree to notify us immediately of any change in your email address by updating your Account information on the Site or by contacting Customer Support at contact@BuzzHire.co.

3. ACCOUNT REGISTRATION & APP RULES

You agree to provide true, accurate, and complete information on all registration and other forms you access on the Site or provide to us and to update your information to maintain its truthfulness, accuracy, and completeness. You must not provide false or misleading information about your location. You must not register for more than one Account without express written permission from

us. You must not ask or allow another person to create an Account on your behalf, for your use, or for your benefit.

3.1 IDENTITY VERIFICATION

When you register for an Account and from time to time thereafter, your Account will be subject to verification, including, but not limited to, validation against third-party databases or the verification of one or more official government or legal documents that confirm your identity. You authorise BuzzHire, directly or through third parties, to make any inquiries necessary to validate your identity, age and right to work and confirm your ownership of your email address or financial accounts, subject to applicable law.

3.2 USERNAMES AND PASSWORD

When you register for an Account, you will be asked to choose a username and password for the Account. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

BuzzHire have the right to disable any user identification code or password, whether chosen by you or allocated by BuzzHire, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify BuzzHire as soon as reasonably practicable at contact@BuzzHire.co.

3.3 FEEDBACK

For the benefit of other Users of the Site, BuzzHire encourages you to leave objective balanced feedback. You acknowledge and agree that feedback results for you will consist of comments, ratings, and other feedback left by other Users, and that BuzzHire will make available to other BuzzHire Users, including composite feedback based on these individual ratings. BuzzHire provides its public feedback system as a means through which Users can share their opinions publicly and BuzzHire does not monitor or censor these opinions. BuzzHire does not investigate any remarks posted by Users for accuracy or reliability but may do so if a User requests that BuzzHire do so. You may be held legally responsible for damages suffered by other Users or third parties as a result of your remarks if such remarks are legally actionable or defamatory. BuzzHire is not legally responsible for any feedback or comments posted or made available on the Site by any Users or third parties, even if that information is defamatory or otherwise legally actionable. In order to protect the integrity of the feedback system and protect Users from abuse, BuzzHire reserves the right (but is under no obligation) to remove posted feedback or information that in BuzzHire's sole judgment negatively affects our Site, its Users, community or operations.

3.4 APP STORE

The ways in which you can use the App may also be controlled by the applicable appstore where you downloaded the App and their rules and policies. You acknowledge and agree that clause 4.3 below applies in relation to any applicable appstore and BuzzHire is not responsible or liable for: (a) the availability or accuracy of the applicable appstore; or (b) the content, advertising, or products on or available from the applicable appstore.

3.5 DEVICE OWNERSHIP

If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

4. LICENSES AND THIRD-PARTY CONTENT

4.1 SITE LICENSE AND INTELLECTUAL PROPERTY RIGHTS

Subject to and conditioned on compliance with this Agreement, BuzzHire grants you a limited license to access and, if you have created an Account, to use the Site for the purpose of using the Site Services. You must not access (or attempt to access) the Site or Site Services by any means other than the interface provided, and you will not use information from the Site or Site Services for any purposes other than the purposes for which it was made available. You agree not to use the Site or Site Services for offering any goods or services other than as permitted by this Agreement. You must not sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on, repost, or otherwise use any content of the Site or Site Services in any way for any public or commercial purpose without BuzzHire's prior written consent. You must not use any content of the Site or Site Services on any other website or in a networked computer environment for any purpose except your own viewing without BuzzHire's prior written consent. You must not frame or link to the Site or Site Services except as permitted in writing by BuzzHire. You must not attempt to reverse engineer, modify, adapt, translate, prepare derivative works from, decompile, attempt to interfere with the operation of, or otherwise attempt to derive source code from any part of the Site or Site Services unless expressly permitted by applicable law. You will not access Site Services in order to build a similar service or application, or publish any performance, or any benchmark test or analysis relating to the Site Services. BuzzHire and our licensors retain all right, title, and interest in and to all Intellectual Property Rights related in and to the Site and the Site Services. The BuzzHire logos and names are trademarks of BuzzHire and may be registered in certain jurisdictions. All other product names, company names, marks, logos, and symbols on the Site or Site Services may be the trademarks of their respective owners. Except as expressly stated in this Agreement, nothing in this Agreement confers any license under any of BuzzHire's or any third party's Intellectual Property Rights, whether by estoppel, implication, or otherwise.

4.2 THIRD-PARTY VERIFICATION

The Site makes available various services provided by third parties to verify a User's credentials and provide other information. Any information or content expressed or made available by these third parties or any other Users is that of the respective author(s) or distributor(s) and not of BuzzHire. BuzzHire neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, information, or statement made on the Site by anyone other than BuzzHire's authorized employees acting in their official capacities.

4.3 LINKS AND APPLICATIONS

The Site may contain links to third-party websites. The Site may also contain applications that allow you to access third-party websites via the Site. Such third-party websites are owned and operated by the third parties and/or their licensors. Your access and use of third-party websites, including online communication services, such as chat, email, and calls will be governed by the terms and policies of the applicable third-party websites. You acknowledge and agree that BuzzHire is not responsible or liable for: (a) the availability or accuracy of third-party websites; or (b) the content, advertising, or products on or available from third-party websites. You are responsible for deciding if you want to access third-party websites by clicking on a link or installing an application. The inclusion of any link or application on the Site does not imply that we endorse the linked site or application. You use the links and third-party websites at your own risk and agree that your use of an application or third-party website via the Site is on an "as is" and "as available" basis without any warranty for any purpose.

4.4 MOBILE AND OTHER DEVICES

When using our App and/or other mobile applications, please be aware that your carrier's normal rates and fees, such as text messaging and data charges, will still apply. Please also be aware that our App(s) may not contain the same functionality available on other elements/applications of the Site.

4.5 SITE UPDATES

We may from time to time in our sole discretion develop and provide Site Services updates, which may include upgrades, bug fixes, patches, and other error corrections and/or new features

(collectively, including related documentation, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. You agree that we do not have any obligation to provide any Updates or to continue to provide or enable any particular features or functionality. You will promptly download and install all Updates and acknowledge and agree that Site Services or portions thereof may not work properly should you fail to do so. You further agree that all Updates will be subject to the terms of this Agreement, unless otherwise provided in terms associated with such Update. BuzzHire reserves the right, at any time, to modify, suspend, or discontinue Site Services or any part thereof without notice. You agree BuzzHire will not be liable to you or any third party for any modification, suspension, or discontinuance of Site Services or any part thereof.

5. CONFIDENTIAL INFORMATION.

5.1 CONFIDENTIALITY

To the extent a User provides Confidential Information to BuzzHire, the recipient will protect the secrecy of the discloser's Confidential Information with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than due care, and will: (a) not disclose or permit others to disclose another's Confidential Information to anyone without first obtaining the express written consent of the owner of the Confidential Information; (b) not use or permit the use of another's Confidential Information, except as necessary for the performance of the Site Services (including, without limitation, the storage or transmission of Confidential Information on or through the Site); and (c) limit access to another's Confidential Information to its personnel who need to know such information for the performance of the Site Services.

6. PUBLICATION

Without limiting Section 5.1 (Confidentiality), You and BuzzHire will not publish, or cause to be published, any other party's Confidential Information or Work Product, except as may be necessary for performance of the Site Services.

7. WARRANTY DISCLAIMER

The Site and the Site Services are provided for general information purposes only. They do not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App or the Site Services. Although we make reasonable efforts to update the information provided by the App and the Site Services, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date. Accordingly, you agree not to rely on the Site, the Site Services, any information on the site or the continuation of the site. The Site and the Site Services are provided “as is” and on an “as available” basis. BuzzHire makes no express representations or warranties with regard to the Site, the Site Services, Work Product, or any activities or items related to this agreement. To the maximum extent permitted by applicable law, BuzzHire disclaims all express and implied conditions, representations, and warranties including, but not limited to, the warranties of merchantability, accuracy, fitness for a particular purpose, title, and non-infringement. Some jurisdictions may not allow for all of the foregoing limitations on warranties, so to that extent, some or all of the above limitations may not apply to you.

8. LIMITATION OF LIABILITY

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation. In all other cases, BuzzHire is not liable, and you agree not to hold us responsible, for any damages or losses arising out of or in connection with this Agreement, including, but not limited to:

1. your use of or your inability to use our Site or Site Services;
2. delays or disruptions in our Site or Site Services;
3. viruses or other malicious software obtained by accessing, or linking to, our Site or Site Services; glitches, bugs, errors, or inaccuracies of any kind in our Site or Site Services;
4. damage to your hardware device from the use of the Site or Site Services;
5. the content, actions, or inactions of third parties' use of the Site or Site Services;
6. a suspension or other action taken with respect to your account;
7. your reliance on the quality, accuracy, or reliability of job postings, ratings, recommendations, and feedback (including their content, order, and display), or metrics found on, used on, or made available through the Site; and/or
8. your need to modify practices, content, or behaviour or your loss of or inability to do business, as a result of changes to the terms and conditions of this Agreement.

Additionally, in no event will BuzzHire, our affiliates, our licensors, or our third-party service providers be liable for any special, consequential, incidental, punitive, exemplary, or indirect costs or damages, including, but not limited to, litigation costs, installation and removal costs, or loss of data, production, profit, or business opportunities. The liability of BuzzHire, our affiliates, our licensors, and our third-party service providers to any User for any claim arising out of or in connection with this agreement will not exceed any fees retained by BuzzHire with respect to service contracts on which the relevant Worker was involved during the six-month period preceding the date of the claim. These limitations will apply to any liability, arising from any cause of action whatsoever arising out of or in connection with this agreement, whether in contract, tort (including negligence), strict liability, or otherwise, even if advised of the possibility of such costs or damages and even if the limited remedies provided herein fail of their essential purpose. Some states and jurisdictions do not allow for all of the foregoing exclusions and limitations, so to that extent, some or all of these limitations and exclusions may not apply to you.

9. INDEMNIFICATION

You will indemnify, defend, and hold harmless BuzzHire, our Affiliates, and our respective directors, officers, employees, representatives, and agents (each an **"Indemnified Party"**) from any and all claims, damages, liabilities, costs, losses, and expenses (including, but not limited to, reasonable legal fees and all related costs and expenses) arising from or relating to any claim, suit, proceeding, demand, or action brought by you or a third party or any other User against an Indemnified Party relating to: (a) use of the Site and the Site Services by you, including any payment obligations incurred through use of the Site Services; (b) any Assignment entered into by you; (c) the classification of BuzzHire as an employer or joint employer in relation to you; (d) failure to comply with this Agreement by you; (e) failure to comply with applicable law by you; (f) negligence, wilful misconduct, or fraud by you; and (g) defamation, libel, violation of privacy rights, unfair competition, or infringement of Intellectual Property Rights or allegations thereof to the extent caused by you.

10. AGREEMENT TERM AND TERMINATION

10.1 This Agreement, as amended from time to time, will become effective on the later of the Effective Date or your first visit to the Site and will remain in effect for the duration of your use of the Site or Site Services. Unless both you and BuzzHire expressly agree otherwise in writing, either of us may terminate this Agreement in our sole discretion, at any time, without explanation, upon written notice to the other. You may provide written notice to contact@BuzzHire.co. In the event of

termination of this Agreement, your right to use the Site is automatically revoked, and your Account will be immediately closed. Without limiting any other provisions of this Agreement, the termination of this Agreement for any reason will not release you or BuzzHire from any obligations incurred prior to termination of this Agreement or that thereafter may accrue in respect of any act or omission prior to such termination.

Without limiting BuzzHire's other rights or remedies, we may temporarily suspend, indefinitely suspend, or permanently revoke your access to the Site and refuse to provide any or all Site Services to you if: (i) you breach the letter or spirit of any terms and conditions of this Agreement or other parts of the Terms of Service; (ii) we suspect or become aware that you have provided false or misleading information to us; or (iii) we believe, in our sole discretion, that your actions may cause legal liability for you, our Users, or BuzzHire or our Affiliates; may be contrary to the interests of the Site or the User community; or may involve illicit activity. If your Account is suspended or closed, you may not use the Site under the same Account or a different Account or reregister under a new Account without BuzzHire's prior written consent.

If your Account is closed for any reason, you will no longer have access to data, messages, files, and other material you keep on the Site. Where required by law, BuzzHire will retain this information for a period of up to five years from the date of closure. However, you understand that any closure of your Account may involve deletion of any content stored in your Account for which BuzzHire will have no liability whatsoever.

10.2 ENFORCEMENT OF AGREEMENT

BuzzHire has the right, but not the obligation, to suspend or revoke your access to the Site and Site Services if we believe that you have violated or acted inconsistently with the letter or spirit of this Agreement or the Terms of Service or violated our rights or those of another party. Without limiting BuzzHire's other rights or remedies, we may suspend or close your Account, and refuse to provide any further access to the Site or the Site Services to you if (a) you breach any terms and conditions of this Agreement or other Terms of Service; (b) we are unable to verify or authenticate any information you provide to us; or (c) we believe that your actions may cause legal liability for you, other Users, or BuzzHire.

CONSEQUENCES OF AGREEMENT TERMINATION

Except as otherwise required by applicable law, we will notify you if we close your Account, unless we believe, in our sole judgment, that giving notice may cause damage. You acknowledge and agree that the value, reputation, and goodwill of the Site depends on transparency of User's Account status to all Users, including both yourself and other Users.

10.3 SURVIVAL

After this Agreement terminates, the terms of this Agreement that expressly or by their nature contemplate performance after the Agreement terminates or expires will survive and continue in full force and effect. For example, the provisions protecting Confidential Information, requiring arbitration, permitting audits, protecting intellectual property, requiring non-circumvention, indemnification, payment of fees, reimbursement and setting forth limitations of liability each, by their nature, contemplate performance or observance after this Agreement terminates.

11. ENTIRE AGREEMENT

This Agreement (including the documents referred to within it, including without limitation the Work-Seeker Agreement), sets forth the entire agreement and understanding between you and BuzzHire relating to the subject matter hereof and thereof and cancels and supersedes any prior or contemporaneous discussions, agreements, representations, warranties, and other communications between you and us, written or oral, to the extent they relate in any way to the subject matter hereof and thereof. The section headings in this Agreement are included for ease of reference only

and have no binding effect. Even though BuzzHire drafted this Agreement, you represent that you had ample time to review and decide whether to agree to the terms of this Agreement. If an ambiguity or question of intent or interpretation of this Agreement arises, no presumption or burden of proof will arise favouring or disfavouring you or BuzzHire because of the authorship of any provision of this Agreement.

12. MODIFICATIONS

No modification or amendment to this Agreement will be binding upon BuzzHire unless in a written instrument signed by a duly authorized representative of BuzzHire. For the purposes of this clause, a written instrument will expressly exclude electronic communications, such as email and electronic notices, but will include facsimiles. This clause 12 (Modifications) does not apply to amendments to this Agreement posted by BuzzHire to the Site from time to time. BuzzHire may need to change these terms to reflect changes in law, best practice or to deal with additional features we may introduce or updates to our operating practices. We will give you at least 10 days' notice of any change by sending you an email with details of the change or notifying you of a change when you next start the App. If you do not accept the notified changes you will not be permitted to continue to use the App and the Services, however if you continue to use the App and the Services you shall be deemed to have accepted the updated terms.

13. NO WAIVER

The failure or delay of either party to exercise or enforce any right or claim does not constitute a waiver of such right or claim and will in no way affect that party's right to later enforce or exercise it, unless such party issues an express written waiver, signed by a duly authorized representative of such party.

14. ASSIGNABILITY

You may not assign this Agreement, or any of its rights or obligations hereunder, without BuzzHire's prior written consent in the form of a written instrument signed by a duly authorized representative of BuzzHire (and, for the purposes of this subsection, a written instrument will expressly exclude electronic communications such as email and electronic notices, but will include facsimiles). BuzzHire may freely assign this Agreement without your consent. Any attempted assignment or transfer in violation of this clause will be null and void. Subject to the foregoing restrictions, this Agreement will inure to the benefit of the successors and permitted assigns of the parties.

15. SEVERABILITY

If and to the extent any provision of this Agreement is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision in that jurisdiction will not in any way affect the legality, validity, or enforceability of such provision in any other jurisdiction or of any other provision in any jurisdiction.

16. FORCE MAJEURE

The parties to this Agreement will not be responsible for the failure to perform or any delay in performance of any obligation hereunder due to labour disturbances, accidents, fires, floods, pandemics, epidemics, telecommunications or Internet failures, strikes, wars, riots, rebellions,

blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other similar conditions beyond the reasonable control of such party. The time for performance of such party will be extended by the period of such delay. Irrespective of any extension of time, if an event of Force Majeure occurs and its effect continues for a period of 60 days, either the party may give to the other a 30-day notice of termination. If, at the end of the 30 day period, the effect of the Force Majeure continues, the Agreement will terminate.

17. BUZZHIRE STRIKE POLICY

The BuzzHire strike policy has been established to ensure that the workers we place on Assignment at our clients are always of the highest quality. The strike policy has been developed and tweaked by BuzzHire's years of experience as a provider of workforce solutions. You acknowledge and agree that the terms of this strike policy shall continue to apply throughout our relationship and shall also be applicable at all times during the Contract that you enter into with the Work Seeker in accordance with clause 23 below.

Some strikes are given automatically, for example, if a worker does not show up for a shift, while others can be given by the client for example, if the worker shows up without the correct equipment, these strikes can be given via the booking sheet.

General Rules

Workers can receive up to 3 strikes before becoming unpublished, after which they will no longer receive invitations for shifts.

Strikes expire after a period of 6 months, but if a worker has been unpublished they will not be republished.

Strike Logic

Offence	Number of Strikes
No show	3
Very late (more than 1 hour)	2
Late without notice	1
Cancelled less than 48 hours before start of shift	1
Cancelled less than 24 hours before start of shift	2
Cancelled less than 4 hours before start of shift	3
Unprofessional behaviour	3
Wrong equipment or uniform	1
Below average rating score	2

18. COMMUNICATIONS FROM YOU TO BUZZHIRE

All notices to BuzzHire or our Affiliates intended to have a legal effect must be in writing and delivered either (a) in person; (b) in writing via email to contact@BuzzHire.co. All such notices are deemed effective upon receipt by BuzzHire. BuzzHire does not accept service of any legal process by email or mail; all such service should occur by hand delivery on BuzzHire or its registered agent for service of process.

19. DEFINITIONS

“Affiliate(s)” means any entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with BuzzHire.

“Assignment” means an assignment for Worker Services that a User provides to a Client. **“Worker Services”** means all services performed for or delivered to Clients by Users.

“Client” means any authorised User utilising the Site to seek and/or obtain Worker Services from BuzzHire

“Client Deliverables” means requests, Intellectual Property Rights, and any other information or materials that a User receives from a Client to perform Worker Services.

“Confidential Information” means Client Deliverables, Work Product, and any other information provided to, or created by, a User during an assignment and/or as part of the Worker Services, regardless of whether in tangible, electronic, verbal, graphic, visual, or other form. Confidential Information does not include material or information that: (a) is generally known by third parties as a result of no act or omission of a User or Client; (b) subsequent to disclosure hereunder, was lawfully received without restriction on disclosure from a third party having the right to disseminate the information; (c) was already known by a User prior to receiving it from the other party and was not received from a third party in breach of that third party's obligations of confidentiality; or (d) was independently developed by the applicable User without use of another person's Confidential Information.

“Effective Date” means as described in clause 1.

“Intellectual Property Rights” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

“Site Services” means all services that are accessible through the Site.

“Substantial Change” means a change to the terms of this Agreement that reduces your rights or increases your responsibilities.

“Users” means you, Clients, as well as all other authorised users of the Site and recipients of the Site Services.

“Work Product” means all documents, Intellectual Property Rights, and any other information or materials that a User creates or develops (whether alone or in conjunction with others) as part of the Worker Services.

20. CONTACTING US

If you have questions or need assistance, please contact Customer Support at contact@BuzzHire.co

21. LAWS & JURISDICTION

This Agreement is governed by English law and either party can bring legal proceedings in respect of this Agreement and its content matter in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

22. WORK SEEKER AGREEMENT

In order to allow the provision of Worker Services we require that you are, where applicable, contracted with BuzzHire from the Effective Date in accordance with a "Work-Seekers Agreement" a copy of which can be found at annex 1 to this Agreement ("**Work Seeker Agreement**"). While BuzzHire shall use reasonable endeavors to enter into a separately recorded Work Seeker Agreement with you, your acceptance of this Agreement is deemed to include an acceptance of the terms and conditions of the Work Seeker Agreement as well. In addition to this Agreement, the Work Seeker Agreement governs and controls the duty and obligations of you and BuzzHire from the Effective Date and pending your first Assignment.

23. ENGAGEMENT

Where a suitable Assignment is available, it will be offered to Berry Staffing Services Ltd (the "**Incorporated Work-Seeker**"). You are free to carry out the Assignment on behalf of the Incorporated Work-Seeker and in order to do so you will need to enter into a contract with the Incorporated Work-Seeker which you will have the opportunity to do so prior to undertaking an Assignment on behalf of the Incorporated Work-Seeker. Further information in relation to the arrangement between us and you, as the person being supplied to carry out work by and on behalf of the Incorporated Work-Seeker, is set out separately in the Key Information Document supplied to you. For the sake of clarity, you will be engaged by the Incorporated Work-Seeker and not by us. You acknowledge and agree that upon entering into the contract, the Work Seekers Agreement (which can be found at Annex 1 of this Agreement) shall immediately cease to apply. For the avoidance of any doubt, it is only the Work Seekers Agreement at Annex 1 that shall cease to apply. This User Agreement shall continue to remain in force and shall govern the ongoing relationship between you and BuzzHire and/or its affiliates.

Annex 1 – Work-Seekers Agreement

WORK SEEKERS AGREEMENT

This Agreement is between:

Berry Recruitment Ltd trading as BuzzHire of Porters House, 4 Porters Wood, St Albans, Herts AL3 6PQ (“BuzzHire”, the “Agency”, “us”, “we” and “our”); and

[Name of individual] of [Address] (“you”, “your” and the “Work Seeker”).

1. DEFINITIONS:

1.1 The definitions and rules of interpretation in this clause apply to this Agreement:

“Assignment”: means the period during which services are carried out by the Work Seeker for a Client for a particular assignment.

“Client”: means the person, firm or corporate body requiring the services of the Work Seeker, together with any subsidiary or associated company defined by the Companies Act 2006.

“Work Seeker”: means the individual introduced by the Agency to the Client for an Assignment.

“Work Type”: means the type of work which the Agency will seek placements for the Work Seeker will be in [INSERT DETAILS OF THE TYPE OF WORK].

“Conduct Regulations 2003”: means The Conduct of Employment Agencies and Employment Businesses Regulations 2003.

“Intermediary Company”: means the entity that may engage the Work Seeker for an Assignment accepted by the Work Seeker. Where the Work Seeker is engaged by such an entity, BuzzHire will engage with this entity for the provision of services.

1.2 The headings contained in this Agreement are for convenience only and do not affect their interpretation.

2. THE CONTRACT:

2.1 These terms, along with and in addition to the “User Agreement for BuzzHire App (workers)”, set out the entire agreement between BuzzHire and the Work Seeker for the supply of services to the Client (including, for the avoidance of doubt, where the Work Seeker undertakes an Assignment without having signed these terms). BuzzHire has the right to refuse any Work Seeker’s application.

2.2 For the purposes of the Conduct Regulations 2003, BuzzHire acts as an Employment Business in relation to the introduction and supply of the Work Seeker to the Client.

2.3 For the avoidance of doubt, these terms shall not give rise to a contract of employment between BuzzHire and the Work Seeker. The Work Seeker may at a later stage, be engaged by us under a contract for services or alternatively, engaged by and supplied to us via an Intermediary Company.

2.4 Subject to clause 2.1, for the avoidance of doubt these terms shall be agreed when the Work Seeker signs and returns a copy to BuzzHire or when the Work Seeker confirms their agreement to these terms.

3. OUR SERVICES:

- 3.1 BuzzHire provide work seeking services to work seekers registered with BuzzHire and whose details are on BuzzHire's database.
- 3.2 BuzzHire is not obliged to offer an Assignment to the Work Seeker and the Work Seeker shall not be obliged to accept any Assignment offered by BuzzHire.
- 3.3 Where work is found, BuzzHire may engage the Work Seeker directly under a contract for services or provide arrangement for work seekers to provide services to Clients through an Intermediary Company.
- 3.4 BuzzHire will seek work for the Work Seeker, solely on the basis set out in this Agreement, until this Agreement is terminated in accordance with clause 6.
- 3.5 Whilst the Work Seeker's personal details are registered on BuzzHire's database, it is agreed that:
 - 3.5.1 BuzzHire may search for opportunities within the Work Type for the Work Seeker from time to time at BuzzHire's absolute discretion. If BuzzHire consider any opportunity may be suitable for the Work Seeker to undertake, BuzzHire may inform the Work Seeker of the opportunity.
 - 3.5.2 Where appropriate, BuzzHire may arrange an interview with a Client and may conduct negotiations with Clients. However, BuzzHire offer no guarantee that when the Work Seeker is informed of an opportunity that the Client will make an offer of an Assignment.
 - 3.5.3 BuzzHire have no obligation to provide the Work Seeker with any information or service other than as stated in this Agreement or as required by law.
 - 3.5.4 BuzzHire do not guarantee that any work will be found and BuzzHire do not accept any liability if BuzzHire do not locate any work for the Work Seeker, nor does BuzzHire guarantee that any work found will be suitable for the Work Seeker.
 - 3.5.5 The Work Seeker recognises that a Client may withdraw an opportunity at any time, and, whilst BuzzHire endeavor to obtain accurate information from a Client, whether as to a role, duration, nature of work or otherwise, BuzzHire cannot guarantee its accuracy.
 - 3.5.6 BuzzHire may remove the Work Seeker's registration details from BuzzHire's database at any time.

4. WORK SEEKER'S OBLIGATIONS:

- 4.1 In consideration of registration of your details on our database, you agree:
 - 4.1.1 To provide us with a full and accurate summary of your personal employment history, proper evidence of your entitlement to work in the United Kingdom and evidence of any qualifications, such as certificates or diplomas.
 - 4.1.2 To provide us with any information we reasonably request which will enable us to assess your suitability for an Assignment. We may request details relating to your health where this may affect your ability to perform tasks which are intrinsic to the role. Where we do request this, you agree to provide us with your medical report and/or occupational health report and BuzzHire and a relevant third party being given access to your medical report and occupational health report so that they can

review your medical history as part of their examination. We may also request details of any criminal convictions in accordance with our statutory obligations.

- 4.1.3 To notify BuzzHire immediately of any change in any of the information that you have provided to BuzzHire at any time.*
 - 4.1.4 To our retention and use of all information and documents we obtain, either from you or from any other party relating to you for the purpose of both our work finding services and our statutory obligations.*
 - 4.1.5 To the provisions of such information and documentation to a Client and relevant use by the Client. You may withdraw your consent by notice in writing to us at any time.*
 - 4.1.6 At our request to provide us with names and contact details of suitable referees.*
- 4.2 Where the Work Seeker accepts an Assignment offered by BuzzHire, and is engaged directly by BuzzHire under a contract for services the Work Seeker agrees:*
- 4.2.1 To inform BuzzHire as soon as possible but in any event, at least 24 hours prior to the commencement of the Assignment in the event that the Work Seeker wishes to withdraw their acceptance to an Assignment.*
 - 4.2.2 Not to engage in any conduct detrimental to the interest of the Client and BuzzHire.*
 - 4.2.3 Subject to the Work Seeker providing a properly authorised timesheet for each Assignment, BuzzHire will make payment to the Work Seeker, for each hour worked at the rate agreed when offering an Assignment regardless of whether BuzzHire has received payment from the Client.*
 - 4.2.4 The minimum rate of pay that BuzzHire reasonably expects to achieve for the Work Seeker will be no less than the applicable National Minimum Wage per hour.*
 - 4.2.5 Where the Work Seeker accepts an Assignment, BuzzHire will pay the Work Seeker for each hour worked in each week (subject to the terms of the contract for services agreed between BuzzHire and the Work Seeker). Such remuneration will be paid to the Work Seeker weekly in arrears.*
 - 4.2.6 In the event the Work Seeker accepts an Assignment, the Work Seeker will be entitled to paid annual leave in accordance with the Working Time Regulations 1998.*
 - 4.2.7 That the Client can cancel an Assignment for any reason and at any time, including but not limited to after the Work Seeker has arrived at the Client's site. Where an Assignment is cancelled after the Work Seeker has arrived at the Client's site but prior to commencing an Assignment, any payment will be made at the discretion of the Client and BuzzHire to the Work Seeker. Timesheets must still be submitted directly to BuzzHire. BuzzHire does not guarantee that payment will be made and does not accept any liability.*
 - 4.2.8 To ensure the timesheets are signed by a supervisor at each Client site and use different timesheets for each Client.*
 - 4.2.9 To maintain complete confidentiality regarding all BuzzHire and Client information.*
 - 4.2.10 In the event that the Client requests the Work Seeker to work additional shifts/ hours or Assignments, the Work Seeker must inform BuzzHire as soon as possible.*
 - 4.2.11 To inform BuzzHire immediately in the event the Client offers the Work Seeker a permanent position (or any other work) with the Client.*
- 4.3 Where the Work Seeker is engaged by an Intermediary Company on an Assignment, you agree:*
- 4.3.1 To inform BuzzHire or, where relevant, the Intermediary Company, whichever is more practically appropriate, as soon as possible but in any event, at least 24 hours prior to the commencement of the Assignment in the event that the Work Seeker wishes to withdraw their acceptance to an Assignment.*
 - 4.3.2 Not to engage in any conduct detrimental to the interest of the Client and BuzzHire.*

- 4.3.3 *That you will be solely responsible for the contractual agreement between you and the Intermediary Company including your rate of pay, intervals at which you will be paid and your entitlement to holidays and holiday pay.*
 - 4.3.4 *That the Client can cancel an Assignment for any reason and at any time, including but not limited to after the Work Seeker has arrived at the Client's site. Where an Assignment is cancelled after the Work Seeker has arrived at the Client's site but prior to commencing an Assignment, any payment will be made at the discretion of the Client and BuzzHire to the Intermediary Company which supplies the Work Seeker to BuzzHire. Timesheets must still be submitted to BuzzHire either directly or where relevant through the Intermediary Company. BuzzHire does not guarantee that payment will be made and does not accept any liability.*
 - 4.3.5 *To ensure the timesheets are signed by a supervisor at each Client site and use different timesheets for each Client.*
 - 4.3.6 *To maintain complete confidentiality regarding all Agency and Client information.*
 - 4.3.7 *In the event that the Client requests the Work Seeker to work additional shifts/ hours or Assignments, the Work Seeker must inform BuzzHire and, where relevant, the Intermediary Company of this as soon as possible.*
 - 4.3.8 *To inform BuzzHire immediately in the event the Client offers the Work Seeker a permanent position (or any other work) with the Client.*
 - 4.3.9 *To inform BuzzHire immediately in the event the Intermediary Company offers the Work Seeker any other work.*
- 4.4 *Any failure to comply with the terms of this clause 4 may result in BuzzHire terminating the Agreement with the Work Seeker without any liability and BuzzHire may take any legal action against the Work Seeker as BuzzHire deems necessary.*

5. DATA PROTECTION:

- 5.1 *BuzzHire will process personal data and sensitive personal data (also known as special categories of personal data) relating to you in accordance with the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018 (Data Protection Legislation).*

6. TERMINATING THE AGREEMENT:

- 6.1 *Subject to clause 6.2 and clause 6.3, this Agreement may be terminated by either party by giving the other one week's written notice to the other.*
- 6.2 *If the Work Seeker wishes to work directly or otherwise than through BuzzHire for any Client with whom the Work Seeker has had contact via BuzzHire, the Work Seeker is required to provide one week's written notice to BuzzHire and the Client may be charged an introduction fee and / or a transfer fee.*
- 6.3 *This Agreement and any obligations, on BuzzHire, arising out of or in consequence of this Agreement shall automatically terminate when the Work Seeker is contractually engaged by an Intermediary Company.*
- 6.4 *This Agreement and any obligations, on BuzzHire, arising out of or in consequence of this Agreement shall automatically terminate when the Work Seeker accepts an Assignment.*

7. GENERAL TERMS: *The Work Seeker is not an employee or a worker of BuzzHire. The Work Seeker is responsible for its own contractual arrangements with the Intermediary Company in the event, the Intermediary Company supplies Work Seeker to BuzzHire.*

- 7.2 *These terms, along with and In addition to the “User Agreement for BuzzHire App (workers)”, are the sole agreement between yourself and BuzzHire and they supersede any previous agreements whether written or oral.*
- 7.3 *You agree that you have not relied on any representations made by BuzzHire that are not set out in this Agreement.*
- 7.4 *No variation or alteration of these terms shall be valid unless approved by a director of BuzzHire in writing. The failure by BuzzHire to enforce at any particular time any one or more of the terms of this Agreement shall not be deemed a waiver of such rights or of the right to subsequently enforce the terms of this Agreement.*
- 7.5 *If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or unlawful, the other provisions shall remain in force.*
- 7.6 *If any invalid, unenforceable or unlawful provision would be valid, enforceable or lawful if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intent of the parties.*
- 7.7 *This Agreement is governed by the laws of England & Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.*

Declaration

You have read and accept the terms of this Work Seekers Agreement by signing below:

Signed by the Work Seeker: _____

Print Name: _____

Date: _____

Signed for and on behalf of Berry Recruitment Limited:

Signed by Director: _____

Print Name: _____

Date: _____

END OF SCHEDULE