

STANDARD TERMS AND CONDITIONS

PLEASE READ CAREFULLY BEFORE CONTINUING:

THIS AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU (THE PERSON, FIRM OR CORPORATE BODY WHOSE DETAILS ARE SET OUT IN THE CONFIRMATION OF AGREEMENT AND TO WHOM THE WORKER HAS BEEN INTRODUCED THROUGH THE ONLINE PLATFORM) (THE "CLIENT") AND GET THE SHIFTS LIMITED A COMPANY INCORPORATED IN IRELAND (COMPANY NUMBER 573024) WHOSE REGISTERED OFFICE IS AT 37 CLUAIN DROICHEAD, SIXMILIEBRIDGE, CO CLARE, IRELAND ("GET THE SHIFTS") (TOGETHER THE "PARTIES" AND EACH A "PARTY").

BY CLICKING ON THE "ACCEPT" BUTTON BELOW THE CLIENT AGREES TO THE TERMS OF THIS AGREEMENT WHICH WILL BIND THE CLIENT AND THE CLIENT'S EMPLOYEES. THE TERMS OF THIS AGREEMENT INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN CLAUSE 5.

The Client should print a copy of this Agreement for future reference.

IT IS AGREED that:

- (A) Get The Shifts is in the business of providing an online portal which acts as a market place enabling individual Users who are willing to be contracted on a short term/part time basis to be matched against other Users' requirements to source suitable staff to meet short term and/or temporary staffing requirements;
- (B) the Client hereby engages Get The Shifts to provide the Services;
- (C) Get The Shifts is not in the business of providing recruitment services and the Client acknowledges and agrees that the Client remains responsible for recruitment and that Get The Shifts is merely an intermediary that enables clients and workers to identify one another through use of the Online Platform;
- (D) subject to the terms set out in this Agreement, Get The Shifts will administer payments to each worker on behalf of the Client;
- (E) this Agreement shall apply to all Services Get The Shifts provides to the Client and shall prevail over any contrary or inconsistent terms which may be contained in any of the Client's standard terms of business;

(F) this Agreement governs the relationship between Get The Shifts and the Client for the provision of facilitation services through the Online Platform. The Client acknowledges and agrees that it has a separate contract with each Worker that it engages and that, accordingly, Get The Shifts does not accept any responsibility or liability for the acts or omissions of any of the Workers that the Client sources via the Online Platform.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words and expressions have the following meanings:

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| "Agreement" | these Standard Terms and Conditions together with the Confirmation of Agreement and the Service Fee agreed between Get the Shifts and the Client. For the avoidance of doubt where there is more than one Confirmation of Agreement pursuant to this Agreement each Confirmation of Agreement shall constitute a separate part of the Agreement and no Confirmation of Agreement which may be agreed after the Commencement Date shall, unless expressly agreed otherwise by the parties in writing, replace or in any way vary the terms agreed under any other Confirmation of Agreement; |
| "Assignment" | the assignment worked by the Worker as further set out in the relevant Confirmation of Agreement |
| "Commencement Date" | date of commencement of first Assignment; |
| "Confirmation of Agreement" | the section headed "Confirmation of Agreement" as agreed between Get the Shifts and the Client setting out the Services, the basis of the Service Fee, the payment terms and any other special Client-specific terms. For the avoidance of doubt the parties may agree subsequent Confirmations of Agreement; |
| "Data Protection Laws" | the Data Protection Act 1988 & 2003, any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data; any cause preventing a party from performing any or all of its obligations arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the party so affected including, without limitation, strikes, lockouts or other industrial disputes |
| "Force Majeure" | Emergency situation (whether involving the workforce of the party so prevented or of any other party), act of God, war, riot, civil commotion, malicious damage, compliance with any law or government order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm; |
| "Losses" | all direct losses, liabilities, damages, costs, expenses (excluding any consequential loss, economic loss or |

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| | other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands; |
| "Online Platform" | Get the Shifts's on-line electronic Requirement and Assignment management and payment processing system (accessed via the www.gettheshifts.com) or through the Temp Buddy mobile application |
| "Payment Rate" | the payment rate for an Assignment agreed between the Client and the Worker via the Online Platform; Get the Shifts recommends an hourly rate which can be negotiated. |
| "Requirement" | any job vacancy/requirement of a Client which has been issued through the Online Platform |
| "Services" | the Services offered by Get the Shifts on the Online Platform; |
| "Service Fee" | the variable fee charged by Get the Shifts to the Client for the engagement of a worker on an Assignment by the Client via the Online Platform |
| "Monthly fee" | the monthly fee charged by Get the Shifts to the Client for the use of the services. This fee may be adjusted. |
| "Worker" | the individual who is engaged directly by the Client to fill a vacancy or cover a short term staffing requirement having been sourced through the Online Platform |
| "Finders fee" | the fee payable to Get the Shifts where an offer of employment is made to a Worker within 6 months of their last assignment with that client. Fee is also applicable where an introduction has been made by the client in relation to said worker. |

2. THE SERVICES

2.1 Get the Shifts will provide the Services as set out in the relevant Confirmation of Agreement.

2.2 Get the Shifts and the Client will use the Online Platform to advertise and track the status and progress of each Requirement and Assignment and Get the Shifts will use data to generate an electronic invoice for the Client and pay the Worker.

2.3 The Worker will clock in and out via the Online Platform at the beginning and end of each shift. The Online Platform will automatically generate a timesheet based on the times the Worker electronically clocks in and out.

2.4 Once the Client has booked a Worker via the Online Platform in connection with a Requirement the Client shall be entitled to cancel or amend (subject to Worker availability) the booking up to 24 hours prior to the original scheduled start time. If a cancellation or amendment is made within 24 hours of the original scheduled start time an automatic charge of the full number of hours booked at the Payment Rate.

2.5 Any extension to a Worker's hours is a matter for agreement between the Client and the Worker. If such an extension of hours is agreed then the Client will be charged for at the Payment Rate for the additional hours worked by the Worker. The Worker must clock after the additional hours.

2.6 Get the Shifts may in its sole discretion develop and provide updates to the Online Platform including modifications to the Online Platform's functionality and shall not be liable to the Client for any Losses arising out of such updates or modifications. Furthermore Get the Shifts may suspend or revoke the Client's access to the Online Platform in the event that the Client breaches any term of this Agreement or Get the Shifts has reasonable grounds to believe that the Client's actions may cause loss or damage to Get the Shifts or otherwise adversely affect its business.

3. CHARGES AND PAYMENT TERMS

3.1 The Client will pay:

3.1.1 The Payment Rate;

3.1.2 Any other amounts due to the Worker; and

3.1.3 The Service Fee; (Included in the hourly rate)

3.2 Get the Shifts will invoice the Client weekly in respect of the charges contained in clauses 3.1 above.

3.3 The Client shall pay the invoiced sum to Get the Shifts within seven days of the date of each invoice.

3.4 If the Client disputes the hours that have been recorded by the Worker or any other aspect of the electronic invoice then the Client shall raise a dispute with Get the Shifts no later than one days after the date of the invoice failing which the client shall be deemed to accept the invoice. If there is any dispute between the parties as to whether any item on an invoice is properly due and payable, the Client shall pay all undisputed sums in accordance with the invoice as soon as reasonably practicable.

3.5 The Client shall make all payments due under this Agreement to Get the Shifts by direct debit through Nuapay and acknowledges that these payments are non-refundable, except as required by law.

3.6 Get the Shifts shall be entitled to charge the Client interest on any overdue amount at the rate of 4% per annum above the base rate of Bank of Ireland from time to time in force from the due date until the date of payment, and any such interest shall be payable on demand. If the Client fails to pay any of the amounts specified in clause 3.1 then Get the Shifts shall be entitled to suspend the Client's access to the Online Platform and/or terminate this Agreement forthwith.

Penalty Interest:

On exceeding these payments terms, penalty interest will become payable on late payment and will be calculated in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2002. This rate is calculated at 7%

over the prevailing ECB rate and is calculated on a daily basis. Interest on these payments will be accrued and paid directly to the workers in addition to their fees.

3.7 All amounts payable under this Agreement are inclusive of value added tax and any other like taxes applicable, which shall be payable by the Client at the rate prevailing at the time and accounted to the relevant taxation authority by Get the Shifts

3.8 Get the Shifts will pay the Worker within 7 days of receiving corresponding payments from the Client and shall deduct and disburse the Service Fee due to Get the Shifts payable pursuant to this Agreement. This clause is made for the benefit of Workers to which payments are due in respect of work done for the Client and, accordingly, each of those

3.9 Without prejudice to **Clause 3.8**, Get the Shifts will not be liable to the Workers for payment until Get the Shifts receives payment of the relevant corresponding invoiced (or relevant part thereof) sums from the Client (the "**Invoiced Amounts**"). Until such Invoiced Amounts are received by Get the Shifts from the Client the Client shall remain liable to the Worker for payment of the Invoiced Amounts and shall not refer the Worker to Get the Shifts for resolution of any payment query whilst the Client remains in possession of the relevant payment. In the event that Get the Shifts has a receiver or administrator appointed over the whole or substantially the whole of its undertakings the Client shall be liable only to pay to Get the Shifts the percentage of the Invoiced Amounts which relate to Get the Shifts ' Service Fee and the Client will, in these circumstances, arrange for the sums invoiced by Get the Shifts relating to the work done by any Workers to be paid direct to the relevant Workers.

3.10 Upon receipt of the Invoiced Amounts Get the Shifts acknowledges and agrees that the Client shall no longer be liable to the Worker(s) for the relevant Invoiced Amounts and Get the Shifts hereby indemnifies the Client for any Losses it suffers and incurs as a result of a Worker claiming payment from the Client in respect of any Invoiced Amounts which have been received by Get the Shifts.

4. Online Platform

4.1 Get the Shifts will:

4.1.1 make the Online Platform available to the Client and each Worker (subject to contract);

4.1.2 in co-operation with each Client, set up the necessary arrangements to enable the Client and/or the Worker to track and update the status of each Requirement and/or Assignment;

4.1.3 use the information captured via the Online Platform to generate a consolidated invoice to the Client in respect of all Requirements/Assignments.

4.2 The data entered into Online Platform will be stored by Temp buddy on secure servers and continually amended and updated by the Client and/or the Workers. The data will be made available to the Client via website access. Get the

Shifts reserves the right to amend programs, information and facilities from time to time.

4.3 The Client shall keep secure and confidential any user identification, password and any other confidential information for the secure use of the Online Platform.

4.4 The Client agrees not to sell, reproduce, distribute, modify, display, prepare derivative works based on, repost or otherwise use any content from the Online Platform for any public or commercial use without Get the Shifts consent in writing.

4.5 The Client shall immediately remove access rights in respect of any person who is an authorised user of the Online Platform if that person's employment or engagement terminates with the Client.

5. ACKNOWLEDGMENTS AND LIABILITY

5.1 The Client acknowledges that Get the Shifts is in the business of providing an online platform to exchange of information and payment facilitation services. It is not party to any contracts between the Client and any Worker and does not in any way supervise, direct or control any Worker nor is it responsible for setting hours, location of work or determining salary. Get the Shifts does not provide the Worker with any training or equipment and makes no representations or guarantees that the Worker will provide their services at all and/or in a timely manner nor does Get the Shifts make any representations or guarantees about the quality of the services provided by the Worker or the accuracy of their stated qualifications or any other listings or information provided by them on the Online Platform, save that Get the Shifts shall use reasonable endeavours to obtain confirmation that the Worker has valid and subsisting leave to enter and remain in the Ireland and is not subject to any conditions which may preclude them from or have an adverse effect on them working for the Client. Accordingly Get the Shifts liability is limited as set out in this Clause 5.

5.2 Subject to **Clause 5.3 and 5.4**, Get the Shifts shall not be liable for any Losses or delay arising from the negligent, wrongful, dishonest or fraudulent acts or omissions or misrepresentations of any Worker. All Workers are engaged under the supervision, direction or control of the Client and the Client will be responsible for all acts, errors and omissions of the Worker, whether wilful, negligent or otherwise and shall ensure the Worker's compliance with all applicable laws, legal requirements, statutes, bylaws and codes of practice.

5.3 The Client warrants that in performing its obligations under this Agreement and any Agreement with the Worker the Client shall at all times comply with all applicable laws, statutes, regulations and codes from time to time in force.

5.4 Get the Shifts liability for its own negligence shall, subject to **Clause 5.5**, be limited to [100% of the cumulative total of all Service Fee charged to the Client pursuant to this Agreement up to and including the end of the calendar year in which the Loss was suffered].

5.5 Nothing in this Agreement shall operate to exclude or limit Get the Shifts' liability for:

5.5.1 death or personal injury caused by Get the Shifts negligence;

5.5.2 its own fraudulent acts or omissions; or

5.5.3 any other liability which cannot by law be excluded.

5.6 Get the Shifts shall not be liable for any Losses arising from the Client's inability to use the Online Platform including delays or disruptions to the services provided through the Online Platform, any glitches, bugs or errors with the Online Platform howsoever caused or damage to any hardware device arising for use of the Online Platform.

5.7 Get the Shifts shall not be liable for any indirect or consequential loss (including, without limitation, any loss of profits, goodwill, turnover or business).

5.8 The Client acknowledges that Get the Shifts ability to fulfil its obligations under the Agreement may depend upon the Client from meeting its obligations under this Agreement. Accordingly, insofar as Get the Shifts prevented from fulfilling any of its obligations under this Agreement as a result of a delay by the Client Get the Shifts shall be given an extension of time equivalent to the period of delay by the Client and Get the Shifts shall not be liable for any act, omission or default (including negligence) to the extent that such default is due to or attributable to the negligence of or an act, omission or default of the Client or any of its employees, contractors and/or agents.

5.9 Get the Shifts welcomes and encourages persons of all backgrounds to use the Online Platform irrespective of age, race, gender, colour, nationality, sexual orientation, religion, pregnancy or maternity, marital or civil partner status or disability and the Client agrees that it will not discriminate and shall ensure that its staff do not discriminate against any Worker on any such grounds.

5.10 The Client will ensure that the working environment at any of its premises in or at which a Worker is engaged shall comply with all applicable health and safety laws and regulations and shall ensure that any Requirement mentions any special health and safety matters which the Worker should be aware of.

5.11 The Client shall ensure that the Worker has access to the same collective facilities and amenities that the Client's other staff have access to.

5.12 The Client shall indemnify and keep indemnified Get the Shifts against:

5.12.1 any Losses incurred or suffered by Get the Shifts arising out of any breach of this Agreement by the Client;

5.12.2 any Losses incurred or suffered by Get the Shifts arising out of or relating to any employment related claims made by a Worker including (but not limited to) unfair dismissal, discrimination, whistleblowing, or any other claims concerning the termination of the Worker's employment or the Client's failure to comply with its payment obligations in respect of its engagement of the Worker

5.13 The Client agrees to notify the Company immediately on engaging a Minder for a Permanent/Temporary role or appointing a person in any capacity who has been introduced by the Company. Fees will apply and may vary

6. CONFIDENTIALITY

6.1 All information given by either party (the "Disclosing Party") to the other (the "Recipient") or otherwise obtained by the Recipient relating to the Disclosing Party's business or operations or of any person, firm, company or organisation associated with the Disclosing Party (except for information which is in or enters the public domain other than by breach of this Clause 6) shall be treated by the Recipient as confidential and not used other than for the benefit of the Disclosing Party, nor disclosed to third parties without the Disclosing Party's prior written consent except to the extent required by law or for the purposes of performing its obligations or enforcing its rights under this Agreement.

7. INTELLECTUAL PROPERTY

7.1 Get the Shifts acknowledges and agrees that all data relating to Requirements and Assignments shall as between Get the Shifts and the Client belong to the Client.

7.2 The Client acknowledges that it will not at any time have any intellectual property rights in the Online Platform, any reports generated via the Online Platform or any other software or systems implemented or utilised by Get the Shifts

8. INSURANCE

8.1 The Client confirms that it has in place adequate insurance to insure against all risks to third parties arising out of any acts, omissions or defaults of the Worker during any Assignment and to indemnify Get the Shifts against all claims, costs and damages arising out of the Assignment. Such insurance shall include (but not be limited to) employer's liability and public liability insurance.

9. DATA PROTECTION

9.1 Each party warrants to the other that, in relation to this Agreement, it shall comply strictly with all requirements of the Data Protection Laws.

10. TERM and TERMINATION

10.1 This Agreement will become effective once the Client clicks "Accept" and shall remain in effect for the duration of the Client's use of the Online Platform. The Client shall in any event be deemed to have accepted the terms of this Agreement by virtue of using the Services.

10.2 The Client shall be deemed to consent to receiving records and notices electronically from Get the Shifts from time to time such consent remaining in force until it has expressly been withdrawn by the Client. If the Client withdraws its consent to receiving such records and notices this shall have the effect of revoking the Client's access to the Online Platform and the Services.

10.3 Unless otherwise agreed in writing either party may terminate this Agreement at its sole discretion at any time without reason upon written notice of 30 days through the Online Platform. Upon termination of this Agreement both the Client and Get the Shifts shall continue to comply with their respective obligations under this Agreement in relation to any ongoing Assignment connected with or arising from any Requirement and the Client shall continue to be responsible for any payments in relation to such Assignment and any Services performed prior to the termination of this Agreement including any and all payments due to the relevant Worker(s). Termination of this Agreement will automatically result in the Client no longer having access to the Online Platform save to the extent necessary to comply with any such ongoing obligations.

10.4 For the avoidance of doubt, the termination of this Agreement shall not affect any obligations that the Client has under any contract (whether for employment or otherwise) with the Worker.

10.5 Without prejudice to any other rights under this Agreement, Get the Shifts may temporarily suspend or permanently revoke the Client's access to the Online Platform if Get the Shifts considers that the Client has breached any of its obligations under this Agreement, provided false or misleading information or that the Client's continued use of the Online Platform may be detrimental to the interests of Get the Shifts, including if Get the Shifts considers that continued use by the Client of the Online Platform is likely to cause Losses and or other legal liability to the Worker, Get the Shifts, the Client or any other user of the Online Platform.

10.6 The Client acknowledges that if their access to the Online Platform is revoked or closed (including a period of suspension) then the Client shall no longer have access to any data, messages, files, payment information or other data stored on the Online Platform, and that such data may be deleted.

11. GENERAL

11.1 This Agreement (including any Confirmation of Agreement(s) which may be agreed between the parties) constitutes the entire agreement between the parties and supersedes all previous agreements, trade custom, practice or course of dealing and arrangements (if any) whether written, oral or implied between Get the Shifts and the Client relating to the Services and all such agreements still effective at the date of this Agreement (if any) shall be deemed to have been terminated by mutual consent with effect from the Commencement Date but without prejudice to any rights which have arisen prior to such termination and so that nothing in this **Clause 11** shall operate to exclude or limit the liability of any party in respect of fraud.

11.2 The Client acknowledges that, in entering this Agreement, it has not relied on any representations by Get the Shifts made before the Commencement Date (or where any such representation relates to a Confirmation of Agreement which is agreed after the Commencement Date, that it has not relied upon any representations by Get the Shifts made before the date of the relevant Confirmation of Agreement) other than those expressly set out in this Agreement.

11.3 This Agreement is personal to the Client and it shall not be entitled to assign or sub-contract its obligations or rights under this Agreement to any third party without the prior written consent of Get the Shifts. Get the Shifts shall however

be entitled to assign this Agreement to any member of Get the Shifts Group and, upon such assignment, without prejudice to the assignor's rights in respect of matters arising prior to such assignment, all references to Get the Shifts shall be deemed to refer to the assignee.

11.4 Get the Shifts may amend this Agreement from time to time. Amendments will be effective upon Get the Shifts 's posting of such updated terms at this location. Client's continued [use of the Online Portal and/or the Services] after such posting constitutes Client's consent to be bound by the terms, as amended.

11.5 This Agreement shall be governed by and construed in all respects in accordance with Irish law.

11.6 Save as set out in clause 3.8, none of the provisions of this Agreement is intended to be for the benefit of, or enforceable by third parties (other than permitted assignees of Get the Shifts who shall be entitled to enforce the provisions of this Agreement as if original parties to it) and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.