ETZ TERMS AND CONDITIONS

Effective from 1 October 2026

BACKGROUND

ETZ (SG) PTE LTD (the "Service Provider", or "ETZ") incorporated and registered in Singapore whose registered office is 20 Collyer Quay, Singapore, 049319. ETZ provides software services to Clients. ETZ operates the Websites www.getetz.com and www.timesheetz.net. These Terms and Conditions shall apply to the provision of services by ETZ to its Clients.

These Terms and Conditions refer to the following additional terms available on the Website which apply to Clients and are incorporated by reference into these Terms and Conditions:

Privacy Policy

Acceptable Use Policy

Cookie Policy

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Affiliate" means any entity that controls, is controlled by, or is under common control with the relevant entity;

"Additional Services" Services not included in the Annual Subscription Fee, as defined in clause 5 below, and agreed with the Client separately

"Agreement" means these Terms and Conditions together with the Order Form;

"Billing Period" means the period in respect of which ETZ invoices for the Services;

"Business Client" means a Client (as defined below) of ETZ that is typically an employment agency whose candidates' data is processed by ETZ;

"Business Day" means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in England;

"Candidate" means a temporary worker contracted by a Business Client to work for or through that Business Client;

"Client" means the party procuring the Services from ETZ who shall be identified in the Order Form;

"Client Materials" means all information, data and material belonging to the Client;

"Commencement Date" means the date on which provision of the Services will commence, as defined in the Order Form;

"Confidential Information" means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Agreement (whether orally or in writing or any other medium); and whether or not the information is expressly stated to be confidential or marked as such, having regard to the content of the information;

"ETZ Materials" means the audio and visual information, documents, software, products and services made available to you as part of the Services;

"ETZ Technology" means all of our proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) which we make available in the course of providing the Services;

"Fees" means any and all sums due under the Agreement from the Client to ETZ, as specified in the Agreement;

"Fees Increase Notice" means a notice from ETZ to the Client increasing the Fees and given in accordance with clause 5.12 of these Terms and Conditions;

"Group" in relation to a company, that company, and any subsidiary or holding company from time to time of that company;

"Initial Term" has the meaning provided in clause 12.1 of these Terms and Conditions;

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registered or unregistered (including any application or right of application for such rights, copyright and related rights, database rights, confidential information, trade secrets, knowhow, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"Order Form" means the form specifying the details agreed between the Parties for the provision of the Services;

"Services" means the provision of a back-office platform solution to facilitate online payroll processing provided by ETZ to the Client in accordance with Clause 2 of these Terms and Conditions;

"Subsequent Term" has the meaning given in clause 12.1;

"Term" means either the Initial Term or a Subsequent Term, as the case may be;

"Termination Date" means the date upon which this Agreement terminates or expires; and

"Website" means https://getetz.com and www.timesheetz.net

1.2 Unless the context otherwise requires, references in these Terms and Conditions to the below expressions, shall mean as follows:

1.2.1 "writing", includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.2.2 "these Terms and Conditions" – is a reference to these Terms and Conditions as amended or supplemented from time to time in writing;

1.2.3 "clause" or "paragraph" – is a reference to a clause or paragraph in these Terms and Conditions; and

1.2.4 a "Party" or the "Parties" – refers to the parties to the Agreement.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

1.4 Words imparting the singular number shall include the plural and vice versa.

1.5 References to any gender shall include other genders.

1.6 References to persons shall include corporations.

1.7 A reference to a statute or statutory provision includes:

1.7.1 any subordinate legislation made under it;

1.7.2 any repealed statute or statutory provision which it re-enacts (with or without modification)

1.7.3 any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it.

2. PROVISION OF THE SERVICES

2.1 With effect from the Commencement Date set out in the Order Form, ETZ shall, throughout the Initial Term provide the Services to the Client. ETZ will continue to provide the Services to the Client unless the Agreement is terminated in accordance with Clause 12.

2.2 ETZ warrants that the Services will be provided with reasonable skill and care, commensurate with prevailing standards in the software services sector in the United Kingdom.

2.3 In consideration of the Fees, ETZ shall make the Services available to the Client. ETZ will set up an account for the Client and provide login details for the Client as soon as practicable after the Commencement Date. The Client will have access to the Services for the duration of the Agreement, which includes support by ETZ, data hosting and essential training. It is agreed between the parties that provision of the Services shall not be interpreted as provision of any specific service detailed on ETZ's website, in any of the ETZ's DEMOs or in ETZ's communications with the Client, unless agreed with the Client as an Additional Service and included in the Order Form. ETZ reserves the right to modify or withdraw any specific service which is not an Additional Service, and any such modification or removal will not constitute a breach of this agreement.

2.4 ETZ shall act in accordance with all reasonable instructions given to it by the Client provided that such instructions are compatible with the specification of Services provided in the Agreement.

2.5 ETZ shall use all reasonable endeavours to accommodate any reasonable changes in the Services that may be requested by the Client, subject to the Client's acceptance of any related reasonable changes to the Fees that may be due as a result of such changes.

2.6 Business Clients agree to notify ETZ that they are Business Clients for the provision of Services.

2.7 ETZ may from time to time during this Agreement and for a reasonable period following its termination, monitor and electronically audit the Client's use of the Services to ensure compliance with the Agreement. The audit will only relate to information held on ETZ's systems and will not involve an inspection of the Client's systems. ETZ will conduct the audit in such a manner as to not substantially interfere with the Client's use of the Service. If the audit reveals that the Client has underpaid Fees, the Client agrees to promptly pay ETZ an amount equal to such underpayment, following ETZ's written request for the same.

2.8 ETZ may, upon request, provide Additional Services to the Client outside the Scope of Services in the Agreement. ETZ reserves the right to charge for Additional Services.

3. LICENCE AND RESTRICTIONS

3.1 The licence granted to the Client under this Clause 3 shall be subject to the restrictions on use set out in clauses relating to the Client's use of the Service and restrictions on the Client's use of the Services.

3.2 ETZ grants the Client a non-exclusive, non-transferable licence (with no right to sub-licence) during the Term, to permit the Client to access and use the Services via a standard web browser and for Business Clients to process timesheets, payment and billing for business purposes. The licence includes ETZ's permission for the Client to upload information to the Service for processing data.

3.3 Business Clients may, with ETZ's prior written consent, allow an Affiliate company to permit access and use of the Service, provided that these terms of the Agreement shall apply to such use by the Affiliates. Business Clients are responsible for all acts and omissions of their Affiliates as if they were the Business Client's acts and omissions.

3.4 To the extent permitted by applicable law, the licence granted, shall be subject to the following prohibitions:

3.4.1 Not to modify or make derivative works based upon ETZ's technology, material or the Services;

3.4.2 Not to reverse engineer ETZ's technology, material or the Services in any way to build a competitive product or service; nor to build a product using similar ideas, features, functions or graphics of the Services or copy any ideas, features, functions or graphics;

3.4.3 Not to provide false identity information to gain access to the Services or use the Services;

3.4.4 Not to sub-licence, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Client's permission to access and use the Services or allow any unauthorised person to access or use the Service except to the limited extent that ETZ expressly permits in relation to the Client's Affiliates;

3.4.5 Not use the Service on behalf of a third party or use the Service for inclusion in any product or service which the Client sells or provides to others;

3.4.6 Not frame or otherwise re-publish or re-distribute the Service, save as to create Internet 'links' from the Client's own website for the Client's own branded log-in screen of the Service and creating other links via API ETZ's interface with ETZ's prior written consent.

3.4.7 Not use the Service in a way that is unlawful, illegal, fraudulent or harmful;

3.4.8 Not alter or adapt or edit the Service save as expressly permitted by ETZ;

3.4.9 Not access or use the Service if the Client is (or the entity they act for is) a direct competitor of ETZ or any Affiliate of ETZ.

3.5 The Client is not authorised either during or following the Term of the Agreement to access the object or source code ETZ uses to provide the Services.

4. CLIENT'S OBLIGATIONS

4.1 The Client shall use all reasonable endeavours to provide all pertinent information to ETZ that is necessary for ETZ's provision of the Services.

4.2 The Client may, from time to time, issue reasonable instructions to ETZ in relation to ETZ's provision of the Services. Any such instructions should be compatible with the specification of the Services provided in the Agreement.

4.3 If ETZ requires the decision, approval, consent or any other communication from the Client in order to continue with the provision of the Services or any part of it at any time, the Client shall provide this in a reasonable and timely manner.

4.4 The Client shall comply and procure that all its users of the Services comply with the terms of the Acceptable Use Policy published on the Website.

4.5 The Client will ensure that the Client's account remains secure and protected and that no unauthorised person accesses the Service using the Client's account. The Client will notify ETZ upon knowing or suspecting unauthorised access to the Client account or any other security breach.

4.6 The Client will always comply with the laws and regulations of the jurisdiction(s) in which it operates in respect of the Services.

4.7 The Client will be solely responsible for:

4.7.1 Obtaining and maintaining all necessary licences, consents, and permissions necessary for ETZ, its contractors and agents to perform their obligations under the Agreement, including without limitation, the Services;

4.7.2 Ensuring that the Client's network and systems comply with any relevant specifications provided by ETZ from time to time;

4.7.3 Procuring and maintaining its own network connections and telecommunication links from own systems to the Service; and

4.7.4 All problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunication links or caused by the internet.

4.8 The Client will appoint one representative from its organisation with comprehensive knowledge of its systems to act as the single point of contact for the Client's organisation in relation to ETZ's support of the Services.

4.8.1 Business Clients will appoint one representative from its organisation who will have comprehensive knowledge of its systems to act as a single point of contact for the Business Client's organisation in relation to support of the Services.

4.8.2 ETZ's provision of data storage to the Client and Business Client may be subject to a Fair Use Policy notified to the Client and Business Client from time to time.

4.8.3 Any delay in the provision of the Services resulting from the Client's failure or delay in complying with any of the provisions of this Clause 4 of these Terms and Conditions shall not be the responsibility or fault of ETZ.

5. FEES, PAYMENT AND RECORDS

5.1 The Client shall pay the Fees to ETZ annually in advance, unless otherwise agreed in writing with ETZ, in accordance with the provisions of these Terms and Conditions and the Order Form.

5.2 Fees will be as set out on the Order Form for the Initial Term and applied as follows:

Annual Subscription Fee: will be for installation, license fee, data hosting, support, supporting materials and essential training.

Additional Services Fee: will be for additional services not included in our Annual Subscription Fee, as agreed with the Client

5.3 The Client will be invoiced

5.3.1 for the Annual Subscription Fee at the beginning of the first Billing Period of the Initial Term and any Subsequent Term; and

5.3.2 for the Additional Services Fee at the beginning of the first Billing Period of the Initial Term, any Subsequent Term or when Additional Services are agreed between the Parties.

5.4 Fees in relation to the Services shall commence from the date when ETZ activates the Services for the Client (by making the Services accessible to the Client through web pages, and by providing login details to the Client). If the Services commence partway through a month, ETZ will reduce the Fees for that month on a pro-rata basis.

5.5 The Client will provide ETZ with complete and accurate billing and contact information during the terms of the Agreement.

5.6 If the Client reasonably and in good faith disputes an invoice or part of it, the Client shall notify ETZ of the dispute within 7 days of receipt of the disputed invoice, including details of why the invoiced amount is incorrect and, if possible, how much the Client considers is due. The Client will pay all undisputed Fees by their due date

5.7 The Client shall pay ETZ's invoices in accordance with the payment method, currency, bank account and other payment particulars specified in the applicable invoice. ETZ may specify Direct Debit as the default payment method and, where it does, ETZ will present the Client with a Direct Debit Mandate as part of the Agreement. The Client agrees to cooperate with ETZ to facilitate payment in accordance with the invoice.

5.8 All payments required to be made pursuant to the Agreement by the Client shall be made in the currency specified in the applicable invoice (which may be Pounds Sterling, Australian Dollars, Singapore Dollars, US Dollars or such other currency as ETZ may specify from time to time in respect of a Billing Period), in cleared funds to such bank account as is specified in the applicable invoice, without any set-off, withholding or deduction except such amount (if any) of tax as ETZ is required to deduct or withhold by law.

5.9 Where any payment pursuant to the Agreement is required to be made on a day that is not a Business Day, it may be deferred to the nearest Business Day.

5.10 Without prejudice to sub-Clause 12.2.1 of these Terms and Conditions, any sums which remain unpaid following the date on which they were due for payment shall incur interest on a daily basis at 8% per annum above the base rate of the Bank of England from time to time until payment is made in full of any such outstanding sums.

5.11 The Client may not cancel their payment obligations and the Client is not entitled to a refund of Fees paid to ETZ.

5.12 Without prejudice to the provisions of clause 5.2 of these Terms and Conditions, ETZ shall, upon providing no less than 30 days' notice (the "Fees Increase Notice"), be entitled to increase the Fees payable by the Client. If no Fees Increase Notice is given

to the Client, the Agreement will continue on the same pricing as that of the previous Term. The fee increase must not take effect within the Initial Term. The Fees Increase Notice must inform the Client:

5.12.1 of their right to terminate the contract pursuant to either of (i) clause 12.5 of these Terms and Conditions (as a result of receipt of the Fees Increase Notice), or (ii) clause 12.1 (by written notice given at least ninety (90) days prior to the renewal date);

5.12.2 of the date of expiry of the present Term; and

5.12.3 that if the Agreement is not terminated then it will automatically renew upon the expiry of the present Term for a further Term of 12 months pursuant to clause 12.1.

5.13 Each Party shall:

5.13.1 keep, or procure that there are kept, such records and books of accounts, as are necessary to enable the amount of any sums payable pursuant to the Agreement to be accurately calculated;

5.13.2 at the reasonable request of the other Party, allow that Party or its agent to inspect those records and books of accounts and, to the extent that they relate to the calculation of those sums, to take copies of them.

5.14 ETZ may appoint one or more members of its group, or other agents, to invoice for the Services and to collect payments on ETZ's behalf. Where ETZ has done so, the identity of the invoicing entity and the applicable payment particulars will be specified in the relevant invoice. Payment made by the Client to an agent so appointed, in accordance with ETZ's invoice, shall discharge the Client's payment obligation to ETZ to the extent of the amount so paid. The appointment or replacement of any such agent by ETZ shall not require the Client's consent and shall not alter ETZ's status as the Client's contracting party under the Agreement.

6. SUSPENSION OF THE SERVICES

6.1 Without limiting any rights under this Agreement and without any liability to the Client, ETZ may suspend the Services if the Client either:

6.1.1 Cancels its Direct Debit instruction for payment of the Fees; or

6.1.2 Defaults on its payment obligations of Fees; or

6.1.3 if ETZ reasonably believes that the Client is in breach of the Agreement or is likely to be in breach of the Agreement while ETZ investigates the suspected breach. Any investigation will be carried out promptly and the Client agrees to cooperate with ETZ in connection with any such investigation.

6.2 If, following suspension of the Services, the Client makes payment of the Fees due and the Client sets up a new Direct Debit instruction for payment of Fees, ETZ will resume provision of the Services. For the avoidance of doubt, the Services will not be resumed where the Agreement has terminated under Clause 12 of these Terms and Conditions.

6.3 Where ETZ suspends the Services due to non-payment of Fees, the Client must pay a reinstatement fee of £250.00.

6.4 ETZ can suspend or restrict the Service to carry out necessary planned maintenance services or during any technical failure of the Services, where it is necessary to protect

the security of the Services or the data or ETZ's systems, provided that in each case, ETZ will aim to keep all service suspensions to a minimum. ETZ shall use reasonable efforts to carry out planned maintenance outside Business Hours and shall endeavour to give the Client at least 8 hours' prior notice of any planned maintenance.

6.5 Any suspension of the Services will not affect the Client's obligation to pay the Fees due during any period of suspension.

7. LIABILITY, INDEMNITY AND INSURANCE

7.1 ETZ shall ensure that it has in place at all times suitable and valid insurance that shall include public liability insurance.

7.2 In the event that ETZ fails to perform the Services with reasonable care and skill, it shall carry out any and all necessary remedial action at no additional cost to the Client.

7.3 The total liability of ETZ to the Client under the Agreement in respect of all claims in any year shall be limited to the aggregate amount of Fees paid by the Client for that calendar year.

7.4 ETZ shall not be liable for any loss or damage suffered by the Client that results from the Client's failure to comply with any instructions given by ETZ or for any error, inaccuracy or omission in the output of the Services based on any inaccurate or incomplete information which the Client or Business Client has provided to ETZ.

7.5 To the extent permitted by law, ETZ shall not be liable to the Client (or any party claiming through the Client) in contract (including under an indemnity), tort, breach of statutory duty or otherwise for any:

7.5.1 loss of profits, opportunity, revenue, data, goodwill, business or anticipated savings, pure economic loss, loss of value of equipment, or expectation loss; or

7.5.2 any indirect, consequential, special, punitive or exemplary loss or damage,

even if such loss or damage was reasonably foreseeable, arose naturally or was in the contemplation of the Parties, resulting from access to the Services or any interruption to access to the Services.

7.6 The Client shall indemnify ETZ against any costs, liability, damages, loss, claims or proceedings arising from loss or damage to any equipment, ETZ Materials or ETZ Technology (including that belonging to any third parties appointed by ETZ), caused by the Client or its agents or employees.

7.7 The Client shall defend, indemnify and hold harmless ETZ against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Client's use of the Services and/or Documentation, provided that in case of any such claim:

(a) the Client is given prompt notice of any such claim;

(b) ETZ provides reasonable co-operation to the Client in the defence and settlement of such claim, at the Client's expense; and

(c) the Client is given sole authority to defend or settle the claim.

7.8 ETZ shall not be liable to the Client or be deemed to be in breach of the Agreement, by reason of any delay in performing, or any failure to perform its obligations if the delay

or failure is due to any cause beyond ETZ's reasonable control, including the actions of third party suppliers to ETZ or defects in the products or services so supplied to ETZ, equipment failure, or changes to third party operating systems, web browsers or other software used by ETZ or the Client or Business Client in providing, accessing or interfacing with, the Services.

7.9 Nothing in these Terms and Conditions nor in the Agreement as a whole shall limit or exclude ETZ's liability for death or personal injury caused by the negligence of ETZ.

8. REMEDY OF DEFECTS

In the event any defects in the Services appear, ETZ shall act as promptly as it is reasonably able to rectify any and all such defects and shall do so at no cost to the Client.

9. CONFIDENTIALITY

9.1 Each Party undertakes that, except as provided by sub-Clause 9.2 of these Terms and Conditions or as authorised in writing by the other Party, it shall, at all times during the continuance of the Agreement and indefinitely after its termination:

9.1.1 keep confidential all Confidential Information;

9.1.2 not disclose any Confidential Information to any other party;

9.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;

9.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and

9.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers do any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 9.1.1 to 9.1.4 above of these Terms and Conditions.

9.2 Either Party may disclose any Confidential Information to:

9.2.1 any sub-contractor or supplier of that Party;

9.2.2 any governmental or other authority or regulatory body; or

9.2.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies; to such extent only as is necessary for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case, that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under subClause 9.2.2 or any employee or officer of any such body) obtaining and submitting to the other Party, a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 9 of these Terms and Conditions, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Agreement or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information that is not public knowledge.

9.3 The Client acknowledges that details of the Service specified in the Order Form, including Fees, constitute Confidential Information.

9.4 ETZ acknowledges that documentation belonging to the Client and the Client Materials constitute Confidential Information.

9.5 The provisions of this Clause 9 of the Agreement shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.

9.6 The Client acknowledges that there is a risk that documents and information transmitted to and from ETZ by email may be read by unauthorised third parties. ETZ does not accept any responsibility for any breach of data arising from any such data transfer.

10. INTELLECTUAL PROPERTY

10.1 ETZ and its licensors retain the Intellectual Property Rights to ETZ Technology, ETZ Materials and the Services. All Intellectual Property Rights in the Client Materials belong to the Client.

10.2 ETZ warrants to the Business Client that it has the right to permit the Business Client's candidates to access and use the Services and that their use of the same in accordance with the Agreement shall not infringe third party Intellectual Property Rights.

10.3 The Client grants ETZ:

10.3.1 a non-exclusive licence to store, copy and otherwise use the Client Materials for the purposes of performing the Services under the Agreement; and

10.3.2 a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement, request, recommendation, correction or other feedback provided by the Client in relation to the Services.

10.4 ETZ may include the text and logo 'ETZ' or other ETZ-branded text and/or logos as ETZ shall determine from time to time, at the footer of the Business Client branded pages of the Services.

11. FORCE MAJEURE

No Party to the Agreement shall be liable for any failure or delay in performing their obligations, where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

12. TERM AND TERMINATION

12.1 The Agreement shall commence on the Commencement Date and shall continue for an initial period of twelve months ("Initial Term") at which point it will be renewed automatically for successive periods of twelve months (each 12 month period being a 'Subsequent Term') unless, at least ninety (90) days prior to the renewal date, either party gives the other party written notice of its intent not to continue the contractual relationship. Where the Client gives notice of termination to ETZ, all outstanding Fees

under the Agreement become payable within seven calendar days from the date of the notice, at which point ETZ may suspend the Services if the said Fees remain unpaid. During any Subsequent Term, the terms of the Agreement as at the end of the Initial Term (or, where applicable, the end of the preceding Subsequent Term) shall remain in effect, save as subsequently varied in accordance with the terms of the Agreement or by an Agreement in writing of both parties.

12.2 ETZ may immediately terminate the Agreement by giving written notice to the Client if:

12.2.1 any sum owing to ETZ by the Client under any provisions of the Agreement, is not paid within 14 Business Days of the due date for payment;

12.2.2 the Client commits any other breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within 14 Business Days after being given written notice that provides full particulars of the breach and requires the breach to be remedied;

12.2.3 an encumbrancer takes possession, or where the Client is a company, a receiver is appointed, of any of the property or assets of the Client;

12.2.4 the Client makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);

12.2.5 the Client, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or reconstruction and in such a manner that the company resulting therefrom, effectively agrees to be bound by or assume the obligations imposed on the Client under the Agreement);

12.2.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the Client;

12.2.7 the Client ceases, or threatens to cease, to carry on business; or

12.2.8 control of the Client is acquired by any person or connected persons not having control of the Client on the date of the Agreement. For the purposes of this Clause 12, “control” and “connected persons” shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.

12.3 The Client must not do or omit to do anything nor permit any circumstances to arise which leads to ETZ having the right to terminate the Agreement pursuant to clause 12.2 of these Terms and Conditions.

12.4 For the purposes of sub-Clause 12.2.2, a breach shall be considered capable of remedy if the Client can comply with the provision in question in all respects.

12.5 Notwithstanding any other provision of these Terms and Conditions, the Client may within 30 days of receiving a Fees Increase Notice give ETZ no less than 30 days notice in writing that it is terminating the Agreement.

12.6 The rights to terminate the Agreement shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

12.7 For any renewal date occurring within ninety (90) days after 1 October 2026, the notice period for non-renewal applicable under the Client’s agreement immediately

before 1 October 2026 shall continue to apply to that renewal. The ninety (90) day notice period in clause 12.1 shall apply to all subsequent renewals.

13. EFFECTS OF TERMINATION

Upon the termination of the Agreement for any reason:

13.1 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect, including clauses 9, 10.3, and 14 of these Terms and Conditions;

13.2 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination, or any other right to damages or other remedy which any Party may have, in respect of any breach of the Agreement which existed at or before the date of termination;

13.3 subject as provided in this Clause 13 of the Terms and Conditions and except in respect of any accrued rights, neither Party shall be under any further obligation to the other; and

13.4 each Party shall (except to the extent referred to in Clause 9 of these Terms and Conditions) immediately cease to use, either directly or indirectly, any Confidential Information;

13.5 all licenses and permissions granted to the Client under the Agreement shall immediately terminate;

13.6 the Client shall immediately stop using the Services, failing which the Client may become liable to pay an unauthorised use charge to ETZ, calculated on the basis of the Client's regular Fees and reflecting the extent of the unauthorised use.

13.7 the Client will have responsibility for removing any Client Materials. ETZ may following a period of 30 days from the Termination Date, delete and destroy the Client Materials.

14. LIQUIDATED DAMAGES

14.1 This clause 14 shall apply only where there has been at least one full calendar month between the Pricing Terms Commencement Date and the Termination Date. The Client acknowledges that it understands that the Services are provided by a 'Software As A Service' (SAAS) business with high fixed costs and that the formula for calculating liquidated damages contained in this clause 14 constitutes a genuine pre-estimate of the damages to which ETZ would be entitled in the event of a breach of this Agreement by the Client that gave rise to ETZ having the right to terminate the Agreement.

14.2 Upon termination of the Agreement for reason of a breach of the Agreement by the Client (including a breach of clause 12.3 of these Terms and Conditions) then the following, multiplied by 0.95, shall become immediately due and payable to ETZ by the Client as liquidated damages:

14.2.1 any fixed amount of Fees which would have fallen due in the remainder of the Term of the Agreement; and

14.2.2 any variable amount of Fees which would have fallen due in the remainder of the Term of the Agreement, calculated pro rata for the remainder of the Term

based upon the average monthly amount of such variable Fees invoiced by ETZ in respect of the Calculation Period.

14.3 For the purposes of clause 14.1, the Calculation Period shall be:

14.3.1 where there has been six or more full calendar months between the Pricing Terms Commencement Date and the Termination Date – the six full calendar months preceding the Termination Date; or

14.3.2 where there has been fewer than six but at least one full calendar month(s) between the Pricing Terms Commencement Date and the Termination Date – the full calendar months preceding the Termination Date.

14.4 For the purposes of clause 14.3, the "Pricing Terms Commencement Date" shall be the latter of the Commencement Date, and the date on which the terms of the Agreement setting the amount of consideration payable by the Client were last varied.

15. NO WAIVER

No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

16. FURTHER ASSURANCE

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Agreement into full force and effect.

17. PERSONAL INFORMATION

17.1 Each Party must use any Personal Information of which it becomes aware in connection with this Agreement in accordance with the Privacy Law.

17.2 The Client must ensure that any collection, processing, use, disclosure and transfer by it and/or its users, employees and contractors of Personal Information in connection with the performance of its obligations under this Agreement complies with all applicable Privacy Law.

17.3 The Client must take all necessary steps to ensure that the Personal Information held or accessed by it in connection with this Agreement is protected against misuse, interference and loss, and from unauthorised access, modification and disclosure (Data Breach). The Client will promptly give written notice to us of any actual or suspected Data Breach and will provide information, assistance and other cooperation as requested by us in respect of the Data Breach.

17.4 The Client must co-operate with our reasonable requests or directions relating to the security, use, disclosure, and transfer of Personal Information, our legal obligations relating to the Personal Information, complaints relating to the Personal Information and the rights of Client and any Business Clients to access and correct the Personal Information or opt out of receiving any communications from or on behalf of the Client.

18. THIRD PARTY APPLICATIONS AND WEBSITES

18.1 ETZ or third parties may make available interfaces such as an Application Programming Interface (also known as an 'API') to facilitate the transfer of data between the Services and any third-party applications. Third party applications may also contain the capability to transfer data to ETZ and receive data directly from ETZ.

18.2 Where there is a transmission of data by ETZ for the Services and any third-party application used by Business Clients' candidates or Business Clients whether directly or via an interface:

18.2.1 the Business Client expressly permits ETZ to transmit the Business Client's data to the thirdparty application(s); and

18.2.2 ETZ or the relevant third party shall own all the Intellectual Property Rights to such interfaces.

18.3 The Client acknowledges that the transmission of data between ETZ and third party applications does not form part of the Services and requires expert technical knowledge. The Client acknowledges that such data transfers are undertaken at the Client's risk and ETZ does not accept any responsibility for any loss, destruction, corruption or breach of data arising from any such data transfer.

18.4 The Client acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via thirdparty websites and that it does so solely at its own risk. ETZ makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Client, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Client and the relevant third party, and not ETZ. ETZ recommends that the Client refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. ETZ does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

19. COSTS

Subject to any provisions to the contrary, each Party shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the Agreement.

20. SET-OFF

Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the Agreement or any other agreement at any time.

21. ASSIGNMENT, NOVATION OF AGREEMENT IN EVENT OF TRANSFER OF BUSINESS ASSETS, AND SUB-CONTRACTING

21.1 ETZ has unrestricted rights to assign the benefit of this Agreement.

21.2 In the event of a transfer of all or the predominant part of the business assets involved in ETZ providing the Services, upon giving no less than 5 business days notice in writing to the Client ETZ may novate this Agreement to the transferee of such business assets so that such transferee stands in place of ETZ within the Agreement. The Client hereby agrees to any such novation and appoints ETZ to be the Client's attorney in the Client's

name and on its behalf to execute such novation of this Agreement. This power of attorney is irrevocable and given by way of security to secure the performance of the Client's obligation to agree to such novation of this Agreement. The Client agrees to ratify and confirm everything that ETZ does or arranges or purports to do or arrange in good faith in exercise of any power granted under this clause.

21.3 ETZ shall be entitled to perform any of the obligations undertaken by it through any other member of its Group or through suitably qualified and skilled sub-contractor

22. TIME

All times for payments referred to in the Agreement shall be of the essence.

23. RELATIONSHIP OF THE PARTIES

Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.

24. NON-SOLICITATION

24.1 The Client shall not, for the Term of the Agreement and for a period of 12 months after the Termination Date, employ or contract the services of any person who is or was employed or otherwise engaged by ETZ at any time in relation to the Agreement without the express written consent of ETZ.

24.2 The Client shall not, for the Term of the Agreement and for a period of 12 months after the Termination Date, solicit or entice away from ETZ any customer or client where any such solicitation or enticement would cause damage to the business of ETZ without the express written consent of ETZ.

25. THIRD PARTY RIGHTS

No part of the Agreement is intended to confer rights on any third parties.

26. NOTICES

26.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

26.2 Notices shall be deemed to have been duly given:

26.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

26.2.2 when sent, if transmitted by e-mail; or

26.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

26.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

27. FAIR USAGE

Candidates processed are included within the subscription fees, but a fair usage policy will apply to ensure that usage is not excessive and kept within reasonable and sensible limits within the scope of the agreement. The allowances are designed to be generous and to facilitate the Client's usage of the Services, based on the information provided to ETZ by the Client. It is unlikely the Client will exceed these limits, but ETZ reserves the right to discuss price increases with the Client where the worker volume substantially differs from the information provided by the Client. A worker volume report will be taken every month to keep track on usage and this will be assessed at or before renewal.

28. ENTIRE AGREEMENT

28.1 This Agreement contains the entire agreement between the Parties and supersedes any previous agreements, arrangements, undertakings or proposals, written or oral, between the Parties.

28.2 Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

28.3 ETZ may amend these Terms and Conditions from time to time by publishing the amended Terms and Conditions on its Website or by otherwise notifying the Client. Unless otherwise stated by ETZ, any amendment shall take effect 30 days after publication or notification. ETZ may make an amendment with immediate effect where ETZ reasonably considers the amendment necessary or desirable to comply with applicable law or regulation, to address a security or technical issue, to reflect a change to the Services or their operation, or where the amendment does not materially adversely affect the Client. The Client's continued use of the Services after an amendment takes effect shall constitute acceptance of the amended Terms and Conditions.

28.4 Where an amendment materially increases the Fees or materially reduces the core Services provided to the Client during the then-current Term, that amendment shall not take effect until the commencement of the next Subsequent Term unless otherwise agreed with the Client.

29. COUNTERPARTS

The Agreement may be entered into in any number of counterparts, and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

30. SEVERANCE

In the event that one or more of the provisions of the Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement. The remainder of the Agreement shall be valid and enforceable.

31. LAW AND JURISDICTION

The Agreement and these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

[END OF ETZ (SG) PTE LTD TERMS AND CONDITIONS]