



**TERMS AND CONDITIONS**

These Terms and Conditions are legally binding Terms and conditions between you ("**Customer**") and **Native Teams Limited ("Supplier", "us", or "our")**, concerning our services provided by us, as described in this document.

The terms and conditions are applicable for the Supplier and Customer, but should you as a Customer prefer other and/or additional variation of the below legal documents we are ready to

Please read these Terms carefully. Access to, and use of Our services ("Services"), including any of its content, is conditional on your Terms and conditions to these Terms. You must read, agree with, and accept all of the terms and conditions contained in these Terms. By creating an account, or by using or visiting our Website, you are bound to these Terms and you indicate your continued acceptance of these Terms.

Please be informed that these terms might be subject to changes from time to time. The changes of these terms will be published on the Supplier's website and will take immediate effect from the date of the publication.

**Native Teams Limited**, is a company incorporated with registration number 12584623 in the United Kingdom with offices at Society Barn, Sudbury, Suffolk, CO10 5LW, United Kingdom (the "**Supplier**").

## 1. Definitions and interpretation

1.1 In this Terms and Conditions:

"**Business Day**" means any week day, other than a bank or public holiday in the United Kingdom, as applicable;

"**Business Hours**" means between 09:00 and 18:00 CET/CEST Time, on a Business Day;

"**Change**" means any change to the terms of this Terms and conditions;

"**Confidential Information**" means the Customer Confidential Information and the Supplier Confidential Information;

"**Control**" means the legal power to control (directly or indirectly) the management of an entity (and "**Controlled**" will be construed accordingly);

"**Customer Confidential Information**" means

- (a) any information disclosed (whether disclosed in writing, orally or otherwise) by the Customer to the Supplier; and
- (b) all information relating to the application or other associated software;

"**Supplier Confidential Information**" means:

- (a) any information disclosed (whether disclosed in writing, orally or otherwise) by the Customer to the Supplier that is marked as "confidential", described as "confidential" or should have been understood by the Supplier at the time of disclosure to be confidential;

(b) the terms and conditions of this Terms and conditions ;

**"Effective Date"** means the date of execution of this Terms and conditions ;

**"Force Majeure Event"** means an event, or a series of related events, that is outside the reasonable control of the party affected (including, but not limited to failures of or problems with the internet or a part of the internet, hacker attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

**"Representatives"** means the Customer Representatives and the Supplier Representatives;

**"Schedule"** means a schedule attached to this Terms and conditions;

**"Services"** means all the services provided or to be provided by the Supplier to the Customer under this Terms and conditions; and

**"Work termination date"** means a specific date after which the Customer will not need to receive the Services in full or in the volume in which the Services were received previously.

1.2 In this Terms and conditions, a reference to a statute or statutory provision includes a reference to:

(a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and

(b) any subordinate legislation made under that statute or statutory provision.

1.3 The Clause headings do not affect the interpretation of this Terms and conditions .

1.4 The ejusdem generis rule is not intended to be used in the interpretation of this Terms and conditions .

## 2. **Subject of the Terms and conditions**

Based on this Terms and conditions, the Supplier will provide the Customer with services as described below.

The scope of the services to be provided covers Employer of Record and associated services. It also includes assistance to the Customer with regards the procuring of work and residency visas and permissions for foreign workers

The services are initially anticipated to be provided in your country.

Any items agreed in discussions and documentation between the Supplier and Customer are accepted by the Supplier unless deemed 'Out of Scope'.

If anything is deemed 'Out of Scope' it is the responsibility of the Supplier to advise the Customer of such, and the reasons why.

If the Supplier does not make such a designation clear, then the agreed work is deemed 'In Scope' of the initial charges as outlined in Schedule 2 below.

### **3. Term**

This Terms and conditions will come into force on the Effective Date and will continue in force indefinitely, unless terminated in accordance with Clause 10.

### **4. Contract management**

4.1 The parties will hold contract management meetings via phone or video call:

- (a) monthly, unless agreed otherwise; and
- (b) at the reasonable request of either party.

4.1 Subject to the Customer's compliance with Clauses 5 and 6, the Supplier will use best endeavors to discuss any delivery issues with the Customer representative.

### **5. Customer rights and obligations**

5.1 The Customer will provide the Supplier with all information and documents required by the Supplier (acting reasonably) in connection with the provision of the Services, unless agreed otherwise;

5.2 The Customer has responsibility for sourcing and supplying the employees that will provide the services to the client. The Customer may request assistance from the Supplier in this process, which may be subject to additional fees agreed separately.

5.3. The Customer will make the best efforts to notify the Supplier that a certain or all employee(s) and their work will not be required in the future as soon as they become aware of that fact. The Customer will be responsible, directly or via the Supplier, for any costs arising from notice periods and post-employment liabilities.

5.4. The Customer fully acknowledges the direct communication with the employees and that the Supplier shall not in any way or under any condition be held liable hereunder for any employees' negligence or misconduct, including but not limited to failure of the employee to:

- i. perform the work in accordance to the job description, instructions, within certain timeline, diligently and with quality at the time and place which were entered into the contract of employment according to the description and nature of the position accepted herein, acting according to the instructions of the Customer, and in accordance with legal regulations and generally accepted standards for the tasks performed.
- ii. conscientiously carry out the work pertaining to the job function for which the employee has accepted the employment contract, during the working hours and at the location set down for carrying out the work, respecting the organization of the work and the business activity of the Customer.
- iii. be loyal to the Customer and respect the non-competition obligations while preserving his image and reputation.
- iv. to refrain from all actions which, in view of the nature of the work he carries out at the Customer, cause damage or might harm the interests of the

Customer, including but not limited to any steal of information of misuse or steal of any IP rights owned by the Customer.

- v. to notify the Customer of the essential circumstances which affect or may affect and hinder the fulfilment of his contractual obligations.
  - vi. to immediately notify the Customer about the occurrence of material damage or any shortage thereof, as well as any risk to their safety and health or other incident which may affect their ability to execute their duties.
  - vii. to take care of the equipment and / or other assets which have been assigned to him/her for the performance of his/her official duties, to spend diligently the materials/money/other means assigned to him/her for the performance of his/her work, as well as to inform the Customer or the Supplier about the shortcomings of the equipment handed to him by the Customer or the Supplier.
  - viii. to be responsible for the quality of any equipment provided or purchased on behalf of the Customer or the Supplier.
  - ix. to allow the Customer to supervise the execution of the work and give guidance when it is necessary and when the nature of the work allows it.
  - x. to act promptly and without delay following the remarks and instructions of the Customer.
  - xi. to perform the work within a reasonable time limit, whereas the employee shall not be responsible for the delay occurred because the Customer or the Supplier requested changes or the delay incurred as a result of the conduct of the Customer.
  - xii. to strictly follow the internal rules of the Customer or the Supplier and not impede in any way the work of the other employees with the employer.
  - xiii. to use the work computer provided the Customer or the Supplier only for official usage and not for private electronic communication.
  - xiv. upon termination of the contract, to give the work to the Customer or the Supplier in his possession and ownership.
  - xv. to provide all documents required to the company in order to perform due diligence and employee screening
- 5.5. The Customer will accept the provided standard working conditions from the Supplier to the employees. In case there would be additional requests from the Customer related to the employees, the Supplier will provide this service for additional fees. The Customer acknowledges that the relationship between the Supplier and the employees is an inter partes relationship.
- 5.6. The Customer hereby stipulates that they will be liable for any damages caused to the Supplier from the current or previous employees to which this Terms and conditions applies, including but not limited to damages caused to potential discrimination, failure to promote the employee over time, or wrongful termination that is directly or indirectly caused by the Customer to the employee. The Supplier cannot be held liable for any damages that are caused by the Customer to the employee and if this damages are claimed, the Supplier will be compensated by the Customer.

## **6. Invoicing and payment**

6.1 The Supplier will issue invoices for the Charges to the Customer as per Schedule 2 and subsequent schedules, as appropriate.

6.2 Invoices are payable on 7 day terms, unless otherwise agreed.

## **7. Warranties**

7.1 The Customer warrants to the Supplier that it has the legal right and authority to enter into and perform its obligations under this Terms and conditions ;

7.2 The Supplier warrants to the Customer that it has the legal right and authority to enter into and perform its obligations under this Terms and conditions ;

7.3 All of the parties' warranties and representations in respect of the subject matter of this Terms and conditions are expressly set out in the terms of this Terms and conditions . To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Terms and conditions will be implied into this Terms and conditions .

## **8. Limitations and exclusions of liability**

8.1 Nothing in the Terms and conditions will limit or exclude the liability of a party for death or personal injury resulting from negligence;

8.2 The limitations and exclusions of liability set out in this Clause 8 and elsewhere in the Terms and conditions :

(a) are subject to Clause 8.1;

(b) govern all liabilities arising under the Terms and conditions or any collateral contract or in relation to the subject matter of the Terms and conditions or any collateral contract, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty; and

8.3 Neither party will be liable in respect of any loss of profits, income, revenue, use, production or anticipated savings.

8.4 Neither party will be liable for any loss of business, contracts or commercial opportunities.

8.5 Neither party will be liable for any loss of or damage to goodwill or reputation.

8.6 Neither party will be liable in respect of any special, indirect or consequential loss or damage.

8.7 Neither party will be liable for any losses arising out of a Force Majeure Event.

## **9. Confidentiality and publicity**

9.1 The Supplier will:

(a) keep confidential and not disclose the Customer Confidential Information to any person save as expressly permitted by this Clause 13;

- (b) protect the Customer Confidential Information against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.

9.2 The Customer will:

- (a) keep confidential and not disclose the Supplier Confidential Information to any person save as expressly permitted by this Clause 13;
- (b) protect the Supplier Confidential Information against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.

9.3 Confidential Information of a party may be disclosed by the other party to that other party's officers, employees, agents, insurers and professional advisers, provided that the recipient is bound in writing to maintain the confidentiality of the Confidential Information disclosed.

9.4 The obligations set out in this Clause 13 shall not apply to:

- (a) Confidential Information that is publicly known (other than through a breach of an obligation of confidence);
- (b) Customer Confidential Information that is in possession of the Supplier prior to disclosure by the Customer, and Supplier Confidential Information that is in possession of the Customer prior to disclosure by the Supplier;
- (c) Customer Confidential Information that is received by the Supplier, and Supplier Confidential Information that is received by the Customer, from an independent third party who has a right to disclose the relevant Confidential Information; or
- (d) Confidential Information that is required to be disclosed by law.

9.5 Neither party will make any public disclosure relating to this Terms and conditions (including press releases, public announcements and marketing materials) without the prior written consent of the other party.

## **10. Termination**

10.1 The Customer may terminate this Terms and conditions at any time with notice period of at least 60 days from the day of receiving the letter of termination, subject to payment of services provided and costs incurred, as outlined in Schedule 1.

10.2 The Supplier may terminate this Terms and conditions at any time with notice period of at least 60 days from the day of receiving the letter of termination. The Supplier has the right to terminate this Terms and conditions immediately and at any time, if the Customer fails to pay the invoice within 5 (five) days after the "call for payment notification" sent from the Supplier.

## **11. Effects of termination**

- 11.1 Upon termination of this Terms and conditions , all the provisions of this Terms and conditions will cease to have effect, save that the following provisions of this Terms and conditions will survive and continue to have effect (in accordance with their terms or otherwise indefinitely): Clauses 1, 6, 8, 9, and 14.
- 11.2 Termination of this Terms and conditions will not affect either party's accrued liabilities and rights as at the date of termination.

## **12. Notices**

- 12.1 Any notice given under this Terms and conditions must be in writing (whether or not described as "written notice" in this Terms and conditions ) and must be delivered personally or sent by courier or email, for the attention of the relevant person, and to the relevant address or email address given below (or as notified by one party to the other in accordance with this Clause).
- 12.2 A notice will be deemed to have been received at the relevant time set out below (or where such time is not within Business Hours, when Business Hours next begin after the relevant time set out below):
  - (a) where the notice is delivered personally, at the time of delivery;
  - (b) where the notice is sent by courier, upon notice of delivery by the courier; and
  - (c) where the notice is sent by email, at the time of the sending (providing the sending party retains written evidence of the transmission).

## **13. Force Majeure Event**

- 13.1 Where a Force Majeure Event gives rise to a failure or delay in either party performing its obligations under this Terms and conditions (other than obligations to make payment), those obligations will be suspended for the duration of the Force Majeure Event.
- 13.2 A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under this Terms and conditions , will:
  - (a) forthwith notify the other; and
  - (b) will inform the other of the period for which it is estimated that such failure or delay will continue.
- 13.3 The affected party will take reasonable steps to mitigate the effects of the Force Majeure Event.

## **14. General**

- 14.1 No breach of any provision of this Terms and conditions will be waived except with the express written consent of the party not in breach.

- 14.2 If a Clause of this Terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of this Terms and conditions will continue in effect. If any unlawful and/or unenforceable Clause would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the Clause will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant Clause will be deemed to be deleted).
- 14.3 This Terms and conditions is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Terms and conditions are not subject to the consent of any third party.
- 14.4 Subject to Clause 8.1:
- (a) this Terms and conditions constitutes the entire Terms and conditions between the parties in relation to the subject matter of this Terms and conditions , and supersede all previous Terms and conditions s, arrangements and understandings between the parties in respect of that subject matter; and
  - (b) neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into this Terms and conditions .
- 14.5 This Terms and conditions will be governed by and construed in accordance with English law. All disputes arising out of or in connection with the present Terms and conditions shall be finally settled by the High Court of England and Wales. The Parties agree that the award shall be final and binding as among the Parties, and that the Tribunal shall be entitled to issue injunctive relief.

## **Schedule 1 Service Provision**

Customer representatives are:

Supplier representatives are:

Jack Thorogood, CEO | [jack@nteam.com](mailto:jack@nteam.com)

Simona Aleksovskaja, Head of Operations | [simona@nteam.com](mailto:simona@nteam.com)

## **Schedule 2 Charges**

## 1. Introduction

- 1.1 References in this Schedule to Paragraphs are to the paragraphs of this Schedule, unless otherwise stated.
- 1.2 The Charges under the Terms and conditions will consist of the following elements:
- (a) Service Fees;
  - (b) Employment costs and expenses agreed in writing between Supplier and Customer pertaining to the employment, taxation and other costs relating to the payment of Employees engaged on behalf of the Customer.

## 2. Service Fees

- 2.1 The Service Fees are as outlined in the tables below.

### Native Teams Platform Fees

<b>Item</b>	<b>Fees</b>
<b>Native Teams Employer Level Account</b> To use the services you require our 'Employer' level account.	€79 per month per 'seat' on the platform.

- 2.2 The employment costs are those outlined and discussed in communications between the Supplier and the Customer. They may change from time to time as a result of changes in local government policies and rates.
- 2.3 Charges will be invoiced monthly in EUR, unless otherwise agreed. The exchange rate will be taken on the day that the invoice is issued at the interbank rate.

## 3. Expenses

Only expenses previously agreed in writing between the Supplier and Customer may be recouped by the Supplier from the Customer. Any such re-charge should be accompanied by the relevant receipt or invoice.

## 4. Variation of Charges

The parties may vary the Charges payable under Paragraph 2 upon mutual consent and confirmed to each party in writing not less than 30 days before such



a change shall take effect, with exception of employment related costs which may vary on a monthly basis.