

MASTER SERVICES & RESELLER AGREEMENT

EMPLOYER OF RECORD, RECRUITMENT & OUTSOURCING SERVICES

This Agreement is made on _____ ("Effective Date")

BETWEEN:

BDM Talk Ltd trading as BDM CX, a company incorporated and registered in England and Wales with company number 09351269 whose registered office is at Greenacre Court, Station Road, Burgess Hill, West Sussex, RH15 9DS ("BDM CX", "Provider", "Reseller", "Agent", "we", "us" or "our");

and

[CLIENT NAME], a company incorporated and registered in United Kingdom with registered office at [INSERT ADDRESS] ("Client", "you" or "your").

(each a "Party" and together the "Parties")

PREAMBLE

WHEREAS:

A. BDM Talk Ltd trading as BDM CX provides employer of record, recruitment, outsourcing, customer experience, staffing, payroll administration, business process outsourcing and workforce management solutions internationally;

B. BDM CX may provide such Services directly or through approved affiliates, subcontractors, strategic partners, Employer of Record providers, payroll providers or associated entities;

C. The Client wishes to engage BDM CX to provide certain Services as set out in this Agreement; and

D. The Parties wish to record the terms upon which such Services shall be provided.

NOW THEREFORE IT IS AGREED as follows:

PART A – GENERAL TERMS

1. DEFINITIONS & INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires:

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with BDM CX, including strategic partners, subcontractors, associated entities, EOR providers, payroll providers and white-label service providers engaged in connection with the Services.

"Agreement" means this Master Services & Reseller Agreement together with all Schedules, Appendices, Statements of Work and Commercial Terms.

"Applicable Law" means all laws, regulations, labour legislation, tax legislation, employment legislation, health and safety requirements, data protection laws and statutory obligations applicable to the Services.

"Candidate" means any individual introduced, recruited, engaged or supplied directly or indirectly by BDM CX.

"Contractor" means any individual engaged under Employer of Record Services, staffing services or outsourcing services.

"EOR Partner" means any approved third-party employer of record provider, payroll provider or affiliated entity engaged by BDM CX in connection with the Services.

"Employer of Record Services" or "EOR Services" means employment administration, payroll administration, onboarding, HR administration, statutory compliance and associated workforce management services.

"Recruitment Services" means candidate sourcing, screening, recruitment, onboarding assistance and related hiring services.

"Services" means collectively the EOR Services, Recruitment Services, outsourcing services, staffing services and any related services supplied by BDM CX.

"Sub-Processor" means any third-party provider engaged by BDM CX for processing personal data in connection with the Services.

2. APPOINTMENT

2.1 The Client appoints BDM CX as its non-exclusive provider and reseller of the Services.

2.2 BDM CX may provide the Services directly or through Affiliates, EOR Partners, subcontractors or strategic partners.

2.3 The Client acknowledges that certain Services may be delivered through third-party EOR providers, payroll providers or local employing entities.

3. COMMENCEMENT & TERM

3.1 This Agreement shall commence on the Effective Date.

3.2 The Agreement shall continue until terminated in accordance with Clause 12.

4. DATA PROTECTION & GDPR

4.1 BDM CX shall comply with all applicable Data Protection Legislation including UK GDPR, EU GDPR and POPIA.

4.2 The Client acknowledges and agrees that BDM CX may engage Affiliates, EOR Partners and Sub-Processors in connection with the Services.

4.3 The Client expressly authorises BDM CX to transfer Personal Data internationally where reasonably required for the provision of the Services.

4.4 BDM CX shall implement appropriate technical and organisational security measures.

4.5 The Client acknowledges that BDM CX may act as Controller, Processor, Responsible Party or Operator depending on the nature of the Services.

5. CONFIDENTIALITY

5.1 Each Party shall maintain the confidentiality of all Confidential Information.

5.2 Candidate details, CVs, pricing models, operational methodologies and commercial information supplied by BDM CX are strictly confidential.

5.3 The obligations under this clause shall survive termination for three (3) years.

6. NON-CIRCUMVENTION

6.1 The Client shall not directly or indirectly engage, employ, contract with or otherwise circumvent BDM CX in relation to any Candidate, Contractor, EOR Partner, subcontractor or associated provider introduced by BDM CX without prior written consent.

6.2 This restriction shall apply during the term of this Agreement and for a period of twelve (12) months following termination.

7. WARRANTIES & LIMITATION OF LIABILITY

7.1 BDM CX shall exercise reasonable skill and care in the performance of the Services.

7.2 BDM CX does not guarantee:

- Candidate performance;
- uninterrupted service availability;
- workforce retention;
- specific commercial outcomes.

7.3 Where Services are provided through an EOR Partner or third-party provider, BDM CX shall not be liable for indirect acts, omissions or failures of such provider except where caused by BDM CX's own negligence, fraud or wilful misconduct.

7.4 Neither Party shall be liable for:

- indirect or consequential loss;
- loss of profit;
- loss of business;
- reputational damage;
- loss of anticipated savings.

7.5 BDM CX's aggregate liability under this Agreement shall not exceed the total fees paid by the Client in the preceding twelve (12) months.

8. INDEMNITIES

8.1 The Client shall indemnify BDM CX against claims arising from:

- day-to-day supervision of Contractors;
- workplace management;
- discrimination claims;
- health and safety matters;
- operational direction issued by the Client.

8.2 BDM CX shall indemnify the Client against claims arising directly from BDM CX's material breach of this Agreement.

9. INSURANCE

9.1 Each Party shall maintain appropriate insurance cover.

10. EMPLOYER OF RECORD SERVICES

10.1 BDM CX may provide EOR Services directly or through approved EOR Partners.

10.2 The legal employer of Contractors may be:

- BDM CX;
- an Affiliate;
- or an approved EOR Partner.

10.3 The Client acknowledges that the employing entity may vary by jurisdiction.

10.4 BDM CX or its EOR Partner shall administer:

- payroll;
- onboarding;
- statutory deductions;
- employment contracts;
- HR administration;
- statutory compliance.

10.5 Nothing in this Agreement creates an employment relationship between the Client and any Contractor.

11. CLIENT RESPONSIBILITIES

11.1 The Client shall:

- supervise Contractors;
- manage day-to-day activities;
- provide operational direction;
- ensure workplace compliance;
- provide equipment and systems access;
- approve leave and overtime.

11.2 The Client shall not terminate any Contractor without consultation with BDM CX.

12. FEES & PAYMENT TERMS

12.1 The Client shall pay:

- recruitment fees;
- EOR management fees;
- payroll costs;
- statutory costs;
- approved expenses;
- onboarding costs;
- termination costs.

12.2 BDM CX may invoice directly or through Affiliates or associated entities.

12.3 All invoices are payable within fourteen (14) days unless otherwise agreed.

12.4 Late payments may result in:

- suspension of Services;
 - interest charges;
 - termination rights.
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13. TERMINATION

13.1 Either Party may terminate this Agreement upon thirty (30) days written notice.

13.2 BDM CX may terminate immediately for:

- material breach;
- insolvency;
- non-payment.

13.3 Termination shall not affect accrued rights.

14. FORCE MAJEURE

14.1 Neither Party shall be liable for delays caused by events beyond reasonable control.

15. GENERAL PROVISIONS

15.1 This Agreement constitutes the entire agreement between the Parties.

15.2 No variation shall be effective unless in writing.

15.3 This Agreement shall be governed by the laws of England and Wales.

15.4 The courts of England and Wales shall have exclusive jurisdiction.

SCHEDULE 1 – COMMERCIAL TERMS

CLIENT DETAILS

Company Name:

Registered Address:

Company Number:

VAT Number:

Billing Contact:

Billing Email:

COMMERCIALS

Employer of Record Fees

Management Margin: £300 per month per candidate

Statutory fee: 3.48%

Recruitment Fees: 15%

Security Deposit: One month's salary

Payment Terms: 30 days

Currency: UK pound (GBP)

Recruitment

Marketing led: 15% of first year employment package

Head hunting: 25% of first year employment package

Office accommodation

Desk fee £200

Equipment @ Cost

SIGNATURES

**Signed for and on behalf of BDM Talk Ltd t/as BDM
CX**

Name: _____

Position: _____

Signature: _____

Date: _____

Signed for and on behalf of the Client

Name: _____

Position: _____

Signature: _____

Date: _____