

MASTER SERVICES AGREEMENT – SERVICE CLUB JOBS

1. Parties and contractual architecture

These Terms govern the provision of Service Club Jobs services by **Service Club Acquisition and Development of Labor Talent, S.L.** ("Service Club"), with its registered office at Diagonal 601, Planta 8, Barcelona 08028, CIF: B67127522, to **The Hertz Corporation**, its affiliates and subsidiaries ("Client"), with its registered office at 8501 Williams Road, Estero, FL 33928.

They apply to Jobs/recruitment-support services for drivers, couriers, warehouse staff, fulfilment staff, forklift operators and other logistics workers. The Order Form, platform acceptance, Exhibit A, statement of work or signed proposal accepted by Service Club forms part of the contract. In case of conflict, mandatory law prevails, followed by any data protection agreement, the Order Form, these Terms and operational platform rules. The services are B2B. The Client is responsible for ensuring that any job opportunity, onboarding request, document request or worker engagement complies with labour, tax, social security, immigration, occupational-risk prevention, equality/non-discrimination and data protection laws applicable to the Client.

2. Definitions

- **Jobs Services:** Recruitment-support, lead generation, profile filtering, opportunity promotion, candidate communications, interview support, document collection, onboarding support, call centre support, account management, upskilling and related services agreed in writing.
- **Logistics Worker:** Any driver, courier, delivery worker, warehouse worker, fulfilment worker, forklift operator, trainee, candidate or similar individual seeking work or opportunities in logistics, delivery, warehousing or transportation.
- **Filtered Lead:** A Logistics Worker whose profile has been processed according to the agreed filtering criteria, which may include contact details, experience, availability, location, documentation, interview responses or other agreed criteria.
- **Revealed Profile:** A profile whose contact or identifying details are made available to the Client through the platform, API, export/import or other agreed method.
- **Payable Worker / Payable Lead:** A lead or worker that becomes chargeable under the selected tier, Exhibit A, or platform rules.
- **Client Platform:** Client CRM, ATS, onboarding platform, fleet system, HR system or equivalent tool.
- **Full API Integration:** An agreed technical integration enabling automated data sharing between Service Club and the Client Platform.

3. Nature of Service Club's role

Service Club operates a platform and managed marketplace that introduces, filters and supports the flow of Logistics Worker candidates to Clients. As an end-to-end recruitment engine, Service Club utilizes AI-optimized acquisition across online and offline channels. Service Club does not guarantee hiring, onboarding, retention, suitability, legal eligibility, document authenticity (beyond expressly agreed verification services), work performance, safe conduct or availability of any Logistics Worker.

Service Club is not the employer, temporary work agency, labour contractor, payroll provider, tax/social security agent, transport operator, immigration adviser, legal adviser or final decision-maker in respect of any Logistics Worker. The Client retains full responsibility for deciding whether, how and on what terms to engage, employ, onboard, dismiss, pay, supervise or allocate work to a Logistics Worker. Where the Client asks Service Club to support onboarding, document collection, contract-signing workflows or training, such support is operational and administrative only. The Client remains responsible for legality and final validation.

4. Opportunities, advertising and Client content

The Client authorises Service Club to create, adapt, publish, promote, translate, distribute and manage job opportunity content, Client profile content, images, descriptions, videos and related materials across the Service Club Platform and through approved channels such as job boards, social media, referral campaigns, events, email, telephone, WhatsApp, Telegram and other recruitment channels. The Client warrants that all job opportunities, pay information, working conditions, location, shift patterns, vehicle requirements, licence requirements, certifications, physical requirements, language requirements, eligibility criteria and Client materials are accurate, lawful, non-discriminatory and not misleading. Service Club may refuse, edit, suspend or remove any opportunity or Client content that is inaccurate, unlawful, discriminatory, unsafe, reputationally harmful, inconsistent with platform rules or likely to infringe third-party rights.

5. Service Tiers, Lead Rules and Anti-Circumvention

Candidates enter the journey by applying directly or via AI matchmaking and are vetted and nurtured before handoff. The Client's specific volumes and pricing for each market are set forth in Exhibit A (Volumes and Pricing).

Hired Leads: Drivers complete verification checks and are nurtured by AI call agents and WhatsApp messaging. Profiles are initially masked. Once the Client reveals a candidate, the driver's full details are shared and reserved exclusively for the Client for 48 hours. Once the Client initiates hiring, Service Club actively follows up to confirm employment.

Anti-circumvention: Service Club retains commercial ownership of introductions for six (6) months from delivery or disclosure. If the Client, its affiliates, subcontractors, fleets, managers or group entities engage, hire, contract, onboard or otherwise use a Logistics Worker introduced by Service Club during that period, the applicable fee becomes immediately payable, even if the Client previously rejected, delayed, exported, bypassed or processed that worker outside the platform.

6. Fees, payment and pricing

The Client shall pay the applicable fees as detailed in Exhibit A. The charging model consists of two billing triggers: a fee charged at the time a candidate profile is revealed, and a subsequent fee charged when the hire is confirmed. Pricing depends on various variables such as the city, the complexity of the job description, vehicle requirements, and market conditions, all of which are set forth in Exhibit A.

Fees are not wages, salaries, remuneration, expenses or benefits payable to Logistics Workers. All fees are exclusive of VAT and any applicable taxes. Unless stated otherwise, invoices are payable within seven (7) days. For enterprise arrangements, Net30 or other terms must be expressly agreed in writing. Service Club may suspend lead generation, profile revealing, API access, exports, reporting and support where any invoice is more than five (5) calendar days overdue. The Client remains liable for accrued fees, including fees triggered before suspension.

7. Client processing obligations and conversion discipline

The Client acknowledges that candidate conversion depends on speed and quality of Client engagement. The Client shall process leads promptly, communicate respectfully, record status changes accurately, mark onboarded/rejected leads in the platform and avoid leaving leads unprocessed.

Once a lead is revealed by the Client, the lead cannot be rejected as a duplicate.

The Client shall not use Service Club to implement unlawful, discriminatory, excessive or opaque filtering criteria. The Client remains responsible for employment equality, non-discrimination, automated decision-making transparency and any worker consultation duties applicable to its own systems or processes.

8. Document checks, fraud and profile integrity

Prior to presenting candidates, Service Club explicitly conducts Know Your Customer (KYC), Right-to-Work, and Driver's License verifications. Further checks, such as background checks or criminal record checks, may be added to the scope of services upon mutual written consent. Unless expressly agreed otherwise in writing, Service Club assumes no additional legal responsibility for the Client's final onboarding decisions.

The Client shall notify Service Club promptly of suspected fraud, forged documents, identity misuse, duplicate profiles, circumvention, abusive behaviour, unlawful

content or safety concerns. Service Club may suspend, remove, block, flag or investigate profiles and preserve relevant evidence. Service Club shall not be liable for losses caused by candidate fraud, false documents, identity misuse, inaccurate statements, non-attendance, refusal to onboard, misconduct or unlawful acts, except to the extent directly caused by Service Club's wilful misconduct or gross negligence.

9. Replacement Guarantee

For hired Logistics Workers, Service Club provides a thirty (30) day replacement guarantee. If the hired Logistics Worker ceases to be engaged by the Client within the first thirty (30) days of their start date for any reason, Service Club will provide one (1) replacement candidate at no additional cost. This guarantee is strictly limited to one replacement per hired role; Service Club will not provide subsequent replacements for a replacement candidate.

10. Data protection and candidate information

In the Jobs context, Service Club and the Client will generally act as independent controllers for their own recruitment, matching, onboarding, platform, communication, compliance and record-keeping purposes. Where Service Club processes personal data solely on documented instructions from the Client, an Article 28 GDPR data processing agreement shall apply. Where purposes and means are jointly determined, the parties shall put in place an Article 26 GDPR arrangement.

The parties shall process personal data in accordance with Articles 5, 6, 9, 10, 12-14, 21, 22, 25, 28, 30, 32-34 and Chapter V GDPR, the LOPDGDD and any applicable labour/privacy rules. The parties shall exchange only data that is adequate, relevant and limited to the recruitment, evaluation, onboarding support, fraud prevention, training or compliance purpose. The Client shall not request criminal record data, health data, special category data, excessive identity documents, immigration data or other high-risk data through Service Club unless strictly necessary, lawful, proportionate and expressly agreed. The Client is responsible for its own privacy notice, lawful basis, retention period, rights handling and any DPIA required for Client-side processing.

11. Communications with Logistics Workers

For operational purposes, Service Club may contact Logistics Workers by email, telephone, SMS, WhatsApp, Telegram, in-app notification or other similar channels to manage registration, profile completion, applications, interviews, document collection, training, reminders, onboarding support, service updates, account security, complaints and fraud prevention, in accordance with the GDPR, LOPDGDD and LSSI-CE.

Clients who receive Logistics Worker contact details may contact those workers for recruitment, evaluation, onboarding, role-related and operational purposes, provided that the Client complies with its own lawful basis, transparency, retention, opt-out and electronic communications obligations. Unrelated marketing, resale of contact details or sharing with unauthorised third parties is prohibited.

12. AI, automated tools and employment decisions

Service Club uses digital tools, matching logic, AI-supported features, AI call-centre agents, screening support tools and messaging sequences to assist platform operations and candidate nurturing. Unless expressly agreed, these tools do not make final hiring, dismissal, work allocation, disciplinary or legally significant employment decisions on behalf of the Client.

Where the Client uses Service Club outputs in a way that may affect recruitment, selection, worker management, access to work, ranking, termination or similar employment-related decisions, the Client must conduct its own assessment under the GDPR, the LOPDGDD, applicable labour law and the AI Act, including transparency, human oversight, non-discrimination, accuracy, logging, documentation and fundamental-rights safeguards where required.

Service Club may deploy Agentic AI Agents within training, communication, or customer support environments. The Client acknowledges that information provided by these AI agents may not always be accurate. Service Club assumes no liability for any incorrect or hallucinated information generated by these AI agents. Any such inaccuracies should be reported to Service Club, and Service Club will make commercially reasonable efforts to correct the information within a reasonable time period.

13. Client warranties

The Client warrants that:

- all opportunities and requirements are lawful, accurate, non-discriminatory and not misleading;
- the Client will pay Logistics Workers, taxes, social security and other employment-related amounts directly where applicable;
- the Client will verify right to work, licences, certifications, identity and eligibility before engagement where required;
- the Client will maintain workplace safety, insurance, equipment and operational controls;
- the Client will not circumvent Service Club, misuse candidate data or contact candidates for unrelated purposes;
- the Client will not request or process excessive or unlawful personal data; and
- the Client will comply with all laws applicable to its recruitment, onboarding and employment activities.

14. Platform access, security and acceptable use

The Client shall ensure that its personnel use individual credentials, keep access secure, promptly revoke access for departing staff, do not share passwords and do not export, scrape, copy or retain candidate data outside the agreed purpose. Service Club may monitor platform use for security, fraud prevention, billing, audit, service integrity and compliance purposes. The Client shall promptly notify Service

Club of suspected unauthorised access, data breach, credential compromise or misuse.

15. Confidentiality, IP and database rights

Service Club platform workflows, candidate acquisition methods, pricing, data structures, scoring logic, scripts, commercial know-how, databases, API specifications and reports are confidential and may be protected by intellectual property, database and trade secret rights. The Client shall not copy, reverse engineer, scrape, disclose or use them to build or support a competing service. The Client grants Service Club a limited right to use Client names, logos, opportunity descriptions, images and materials solely to provide and promote the agreed Jobs Services, unless the Client withdraws such permission in writing for future use.

16. Liability, exclusions and indemnity

To the maximum extent permitted by Spanish law, Service Club shall not be liable for employment disputes, non-hiring, dismissal, worker misconduct, workplace accidents, road accidents, property damage, personal injury, refusal to onboard, inaccurate profiles, false documents, Client delays, duplicate disputes, Client operational failures, Client-side discrimination, Client-side data protection breaches or Client failure to comply with labour, tax, social security, immigration, health and safety or transport obligations.

The Client shall indemnify Service Club against claims, penalties, damages, losses and reasonable legal costs arising from the Client's engagement, employment, classification, payment, supervision, dismissal, onboarding, workplace safety, data processing or use of any Logistics Worker, except to the extent directly caused by Service Club's wilful misconduct or gross negligence.

Subject to mandatory law, Service Club's aggregate liability shall not exceed the fees paid by the Client for the Jobs Services giving rise to the claim during the twelve (12) months preceding the event. Neither party shall be liable for indirect, consequential, special, punitive, loss-of-profit, loss-of-business, loss-of-goodwill, loss-of-data or business interruption damages.

17. Term, renewal, suspension and termination

This Agreement shall commence on the date of the last signature below (the "Effective Date") and remain in effect for an initial term of twelve (12) months. The minimum commitment, renewal, and termination rights are those stated in this Section or in Exhibit A. This Agreement renews for successive equivalent periods unless terminated at least thirty (30) days before expiry, unless otherwise stated. Service Club may suspend or terminate immediately for non-payment, circumvention, misuse of candidate data, unlawful job requirements, platform abuse, reputational risk, confidentiality breach, security risk or material breach. Accrued fees remain payable after termination.

18. Governing law and jurisdiction

These Terms and any non-contractual obligations arising out of or in connection with them are governed by Spanish law. The parties submit to the exclusive jurisdiction of the courts of Barcelona, Spain, without prejudice to mandatory jurisdiction rules that cannot be excluded.

SIGNATURES

The Hertz Corporation

Signature : _____

Name : _____

Title : _____

Date : _____

Service Club Acquisition and Development of Labor Talent, S.L.

Signature : _____

Name : Zeynep Demirbilek

Title : CEO

Date : _____

EXHIBIT A – VOLUMES AND PRICING

1. Market Demand and Pricing Forecast

The following table outlines the target volumes and the applicable pricing structures for the Client's launch markets:

City	New HC by EOY	First drove/week	Pricing Model (Hired Leads)
ATL Atlanta	2,294	105	\$10 reveal + \$390 at hire
SF San Francisco	1,332	61	\$10 reveal + \$390 at hire
LA Los Angeles	1,411	65	\$10 reveal + \$390 at hire
NJ New Jersey	869	40	\$10 reveal + \$390 at hire
Total all markets	5,906	271	