

RECRUITING SERVICES AGREEMENT (INBOUND)

This Recruiting Services Agreement is between Green Hat Software Limited ("Green Hat") and the entity identified in the signature block to this Agreement as "Recruitment Agent" ("Recruitment Agent"). Green Hat and Recruitment Agent hereby agree as follows:

1. Services: The Recruitment Agent provides recruitment services and maintains a register of candidates. From time to time, Recruitment Agent shall perform recruitment assignments for Green Hat, specifications will be agreed in writing (the "Specification"), or Recruitment Agent may be asked to introduce candidates from its register (the "Services"). In such cases it is deemed to have accepted the terms and conditions contained herein.

2. Fees. Should Green Hat employ the candidate recommended by the Recruitment Agent, unless otherwise agreed, Green Hat shall pay to Recruitment Agent the previously agreed fee. In the absence of a previously agreed fee, the fee shall be £2500 + VAT. This fee shall be the total sum due to Recruitment Agent for Green Hat's employment of candidate. The fee shall be payable to Recruitment Agent upon the candidate's commencement of employment with Green Hat.

If the employment of a candidate placed by Recruitment Agent terminates for any reason whatsoever within the first (4) months after starting work with Green Hat, Recruitment Agent shall refund the fee as set out above in the following manner:

Period of Engagement	Refund (% of fee)
Up to 8 weeks	100
Between 8 and 12 weeks	70
Between 12 and 16 weeks	40

In the event that a refund is due, Green Hat may offset this against any fees due.

3. Costs and Payment. All costs and expenses are included except special costs relating to the candidates travel and other expenses to attend an interview with Green Hat. The Recruitment Agent will reimburse the candidate on Green Hat's behalf. All invoices for fees and costs are payable net 30 days from receipt by Green Hat of a correct, valid and undisputed invoice from Recruitment Agent.

4. Warranties. Recruitment Agent warrants to Green Hat that (a) the material, analysis, data, programs and Services to be delivered or rendered hereunder will (i) conform to the specifications and standards as agreed from time to time, and (ii) be performed by qualified personnel in a professionally, first-class, workmanlike manner; (b) Recruitment Agent has no other agreements or commitments that conflict with its obligations under this Agreement; (c) it will endeavour to ensure the fitness of the candidates introduced to Green Hat and maintain a high quality of service and integrity; and (d) neither Recruitment Agent nor its personnel who perform services on behalf of Green Hat under this Agreement shall disclose to Green Hat or use or induce Green Hat to use any proprietary information or trade secrets of third parties.

5. Acceptance: Services shall be deemed accepted when Recruitment Agent delivers a conforming deliverable (as described in a Specification or otherwise) that Green Hat agrees in writing conforms to the mutually agreed Specification.

6. Term: This Agreement will commence on the date below the signature of the latter of the two parties to execute this Agreement (the "Effective Date"), and will continue until final completion of the Services required under all Specifications hereto or until either party delivers thirty (30) days prior written notice of its intention to terminate this Agreement.

7. Relationship of Parties: While Recruitment Agent will perform the Services under the general direction of Green Hat, Recruitment Agent will determine in Recruitment Agent's sole discretion the manner and means by which the services are accomplished, subject to the express condition that Recruitment Agent will always comply with applicable law. Recruitment Agent is an independent contractor without authority to bind Green Hat by contract or otherwise, and neither Recruitment Agent nor Recruitment Agent's employees and agents are agents or employees of Green Hat.

8. Indemnity: Recruitment Agent will indemnify, hold harmless and, at Green Hat's request, defend Green Hat and Green Hat's affiliates, directors, officers, employees, agents and independent contractors from and against all claims, liabilities, damages, losses and expenses, including but not limited to reasonable attorneys' fees and costs of suit, arising out of or in connection with either (A) any negligent or wilful act or omission of Recruitment Agent or Recruitment Agent's employees or agents, including but not limited to the extent such act or omission causes or contributes to (a) any bodily injury, sickness, disease or death; (b) any injury to or destruction of tangible or intangible property (including computer programs and data or any loss of use resulting therefrom); or (c) any violation of any statute, ordinance or regulation; or (B) any violation or claimed violation of a third parties' rights arising in whole or in part from the grant of rights to Green Hat hereunder or Green Hat's exercise of any such rights. Recruitment Agent will maintain adequate insurance to protect itself from and indemnify Green Hat against claims giving rise to indemnification pursuant to this Paragraph.

9. Proprietary Information: Recruitment Agent will not remove any Green Hat property from Green Hat's or Green Hat's customer's premises without the prior written consent of Green Hat. The product of all work performed under this Agreement ("Work Product"), including without limitation notes, reports, documentation, drawings, computer programs (source code, object code and listings), inventions, creations, works, work-in-progress and deliverables will be the sole property of Green Hat, and Recruitment Agent hereby

assigns to Green Hat all right, title and interest, including but not limited all patent, copyright, trade secret and any other proprietary rights therein ("Intellectual Property Rights").

During and after the term of this Agreement, Recruitment Agent will assist Green Hat in every proper way, at Green Hat's expense, to document, secure, maintain and defend for Green Hat's own benefit in any and all countries Intellectual Property Rights in and to the Work Product. Upon the expiration or termination of this Agreement, or upon Green Hat's earlier request, Recruitment Agent will deliver to Green Hat all Green Hat property that Recruitment Agent may have in its possession or control.

10. Other Information: With respect to all subject matter, including without limitation ideas, processes, designs, and methods, which Recruitment Agent discloses or uses in its performance under this Agreement and which are not assigned to Green Hat pursuant to Paragraph 9, Recruitment Agent warrants that it has the right to make such disclosure and to use such materials without liability to others; and hereby grants Green Hat a royalty-free, irrevocable, worldwide, nonexclusive license to make, have made, use, license, sublicense, disclose, reproduce, modify, distribute, perform and display such subject matter. Recruitment Agent will indemnify and hold Green Hat harmless from all liability, damages, expenses and costs (including without limitation attorneys' fees and costs of suit) arising from or in connection with, and will defend Green Hat against, all claims that Recruitment Agent's and/or Green Hat's use or disclosure of the subject matter violates any Intellectual Property Rights.

11. Confidentiality: Recruitment Agent will not, during or subsequent to the term of this Agreement, directly or indirectly (a) use any of Green Hat's Confidential Information (as defined below) for the benefit of anyone other than Green Hat or (b) disclose any of Green Hat's Confidential Information to anyone other than an employee of Recruitment Agent who is obligated by written contract to protect the confidentiality thereof and requires such information to perform hereunder, or an employee of Green Hat. Green Hat's "Confidential Information" includes without limitation all information related to the Services and Work Product, Green Hat's know-how and all information regarding Green Hat not known to the general public and confidential information disclosed to Green Hat by third parties, (whether acquired or developed by Recruitment Agent during Recruitment Agent's performance under this Agreement or disclosed by Green Hat employees). Green Hat's Confidential Information does not include information which (c) is known to Recruitment Agent at the time of disclosure to Recruitment Agent by Green Hat, (d) has become publicly known through no wrongful act of Recruitment Agent Consultant, (e) has been rightfully received by Recruitment Agent from a third party who is authorized to make such disclosure, or (f) has been independently developed by Recruitment Agent other than pursuant to this Agreement.

12. Solicitation of Employment: Neither party shall solicit the services of or employ any of the employees of the other party during the term of this Agreement and for a period of six (6) months thereafter.

13. General. This Agreement constitutes the complete and exclusive statement of the parties' agreement as relates to the subject matter hereof and supersedes all proposals, representations, statements, negotiations and undertakings relating to the same. This Agreement may not be modified or altered except by a written instrument duly executed by both parties, expressly stating that it modifies this Agreement. No waiver by either party of any breach of any provision of this Agreement shall be construed as a waiver of that or any other provision on any other occasion. Dates or times by which one party is required to make performance under this Agreement shall be postponed automatically for so long as that party is prevented from meeting them by causes which are the other party's responsibility. Neither party may assign this Agreement and/or any of its rights and/or obligations hereunder without the prior written consent of the other party (not to be unreasonably withheld) and any such attempted assignment shall be void. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby, and the parties shall substitute for the affected portion an enforceable provisions which closest approximates the intent and the economic effect thereof. Sections 8, 9, 10, 11 and 12, shall survive the expiration or earlier termination of this Agreement. All notices related to this Agreement shall be in writing and delivered by reliable overnight delivery service or first-class, pre-paid mail, return receipt requested, to the address specified in the relevant signature block, with notices of default, breach or termination also being sent to that party's General Counsel. This Agreement may be executed in counterparts. This Agreement shall be governed by and construed in accordance with the laws of England and Wales, as if performed wholly within England and without giving effect to the principles of conflict of law.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first written above.

Recruitment Agent:

Green Hat Software Limited

Signature: _____

Signature: _____

Name: _____

Name:

Title: _____

Title:

Date: _____, 2008

Date: _____, 2008

Address:

135-137 Aldersgate Street
London
EC1A 4JA