

Fill in this information to identify the case:

Debtor AgileThought, Inc.

United States Bankruptcy Court for the: _____ District of Delaware
(State)

Case number 23-11305

Official Form 410
Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. **Who is the current creditor?** Frank Recruitment Group Inc.
Name of the current creditor (the person or entity to be paid for this claim)
Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?** No
 Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
<u>Frank Recruitment Group Inc.</u> <u>501 E. Kennedy Blvd.</u> <u>Suite 1900</u> <u>Tampa, FL 33602, United States</u>	

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Contact phone 2677744713 Contact phone _____
 Contact email d.nadeem@tentrevolution.com Contact email _____

(see summary page for notice party information)
 Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. **Does this claim amend one already filed?** No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____
MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?** No
 Yes. Who made the earlier filing? _____



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ _

7. How much is the claim? \$ 12096.00. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Breach of contract for recruitment services performed.

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 09/07/2023
MM / DD / YYYY

/s/Danial A. Nadeem
Signature

Print the name of the person who is completing and signing this claim:

Name Danial A. Nadeem
First name Middle name Last name

Title Deputy General Counsel

Company Frank Recruitment Group Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 548-5856 | International (781) 575-2073

Debtor: 23-11305 - AgileThought, Inc.		
District: District of Delaware		
Creditor: Frank Recruitment Group Inc. 501 E. Kennedy Blvd. Suite 1900 Tampa, FL, 33602 United States Phone: 2677744713 Phone 2: Fax: Email: d.nadeem@tenthrevolution.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Authorized agent	
Disbursement/Notice Parties: Frank Recruitment Group Inc. Attn. Legal Department Two Commerce Square 2001 Market St., 11th Fl. Philadelphia, PA, 19103 United States Phone: Phone 2: Fax: E-mail: legalnoticesusa@frankgroup.com		
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Breach of contract for recruitment services performed.	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 12096.00	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Danial A. Nadeem on 07-Sep-2023 4:27:54 p.m. Eastern Time Title: Deputy General Counsel Company: Frank Recruitment Group Inc.		

FRANK

RECRUITMENT GROUP

Full Client Name	AgileThought
Client Location	2502 N. Rocky Point Drive Tampa, FL 33607
Client Signatory Name and Title	Clare DeBoef, COO
Client Contact (e.g., hiring manager) number/email	Jason Bernier, Chief Technical Architect (813) 514-9180 ext. 243 jason.bernier@agilethought.com
Date Contract signed by Client	September 5, 2019
Date of Termination (if applicable)	September 5, 2020
Date of Renewal (if applicable)	N/A
FRG Contact, Job Title, and Brand	Adam Perlman, Recruitment Consultant, JFI
Contract/Perm/Both	Both
Key Commercials including: Rates Payment terms Rebate Conversion	<p>Contract: Payment Terms: bi-weekly invoice, Net 30 Conversion: percentage of base salary; 0-1040 hours 18% fee for FRG Tech and 20% fee for Nigel Frank or Jefferson Frank; 1040-2080 hours no fee for FRG Tech and 10% fee for NFI or JFI, 1561-2080 hours is 5% fee for NFI or JFI, 2081+ hours no fee. Restriction: 12 months</p> <p>Permanent: Rates: 20% base salary Payment Terms: Net 30 Guarantee: 90 days if terminated for any reason other than material change in job duties or lay-off, one time free of charge replacement. Prior rep: 30 days</p>
Key Contract Risks	N/A

STAFFING SERVICES AGREEMENT

This Staffing Services Agreement ("Agreement"), effective this 15th day of July, 2019, is between AgileThought, a Florida corporation, with offices at 2502 N. Rocky Point Drive, Suite 900, Tampa, FL 33607 ("CLIENT") and Frank Recruitment Group Inc. , a Delaware Corporation (CORPORATION, LLC), with its principal office at 110 William St., 21st Floor, NY, NY 10038 ("AGENCY"). CLIENT and AGENCY agree as follows:

WHEREAS AGENCY is a professional staffing company engaged in providing temporary and search staffing services to clients; and

WHEREAS CLIENT is in need of the services provided by AGENCY;

NOW, THEREFORE the Parties agree as follows:

A. Temporary Staffing

1. **Services.** AGENCY agrees to provide CLIENT with qualified consultants possessing the requisite education, training, experience and skills ("Consultant(s)")¹ as specified in the applicable CLIENT job orders. Upon CLIENT's acceptance of a Consultant presented by AGENCY, AGENCY and CLIENT shall execute a work order, in the form of Exhibit A ("Work Order"). The Work Order shall set forth the Consultant's name, position title, assignment start and end dates, and bill rate. Unless otherwise set forth in the Work Order, the Consultant(s) shall perform work according to the CLIENT's specifications.

2. **Invoicing and Payment Terms.** CLIENT will pay AGENCY for all hours worked by AGENCY Consultants pursuant to this Agreement at a mutually agreed upon bill rate as set forth in the applicable Work Order. Consultants shall submit hours worked to CLIENT via CLIENT'S and AGENCY'S online timesheet portal for CLIENT's review. CLIENT shall review the timesheet submitted to the CLIENT'S portal and either approve or reject the Consultant's submitted hours based solely on whether the Consultant worked the hours submitted. CLIENT shall immediately share all Consultant timesheets with AGENCY. CLIENT shall also pay AGENCY for all expenses incurred by AGENCY Consultant once approved and incurred by CLIENT and paid by AGENCY. All project-specific expenses related to travel, overnight courier and telephone costs require pre-approval before being incurred by AGENCY Consultant. AGENCY will invoice CLIENT, on a bi-weekly basis, for all services provided and all hours worked and expenses incurred by Consultant under this Agreement through the date of such invoice. CLIENT shall pay the invoiced amount within 30 days of invoice receipt. AGENCY, if applicable, shall compute and pay all wages and other compensation, and compute, withhold and pay all statutory payments and payroll taxes covering the services provided hereunder as required by law.

¹ If CLIENT elects for a W-2 employee rather than an independent consultant, FRG's wholly owned subsidiary, Frank Recruitment Group Services Inc. ("FRGS"), shall employ the W-2 employee who will perform the services set forth in a Work Order, and FRGS and its employees shall serve as the Consultant for purposes of this Agreement.

3. **Non-Solicitation of Agency Consultants; Right to Hire/Conversion Fees.** CLIENT agrees for a period of one (1) year following the later of (i) termination or completion of the applicable Work Order; or (ii) the most recent presentation of the Consultant by AGENCY to CLIENT, CLIENT will not Convert, or permit to be Converted, any Consultant, except as agreed to by AGENCY in writing and if applicable, payment of a Conversion Fee as outline below (the "Restriction Period")

If Consultant is Converted, CLIENT shall pay AGENCY a fee, calculated as a percent of converted Consultant's first year's annualized base salary (if being compensated by the hours, the salary shall equal the base compensation compounded over a 40 hour workweek multiplied by 52) offered to the Consultant by CLIENT ("Conversion Fee"), and contingent on the total number of hours worked by the Consultant and billed to and paid for by the CLIENT at the time of Conversion ("Hours") as provided below:

Any roles under AGENCY's brand name "FRG Tech" including .Net/Java Developers, QA Testers, Project Managers, Program Managers, Agile Coach

FRG Tech Roles Length of Continuous Service to CLIENT prior to Conversion	Conversion Fee
0-1040 Hours	18%
1040-2080 Hours	No fee

Any roles under AGENCY'S brand name(s) Nigel Frank International or Jefferson Frank International, including for Azure/AWS/DevOps roles

Niche Roles Length of Continuous Service to CLIENT prior to Conversion	Conversion Fee
0-1040 Hours	20%
1041 - 1560 Hours	10%
1561 – 2080 Hours	5%
2081+ Hours	No Fee

"Conversion" or "Converted" means the full-time or part-time employment, contracting, consulting or other similar arrangement directly with an Consultant by CLIENT (or any affiliate or customer of Client) within the Restriction Period.

4. AGENCY shall require Consultant, prior to the commencement of a Work Order, to contractually name CLIENT as a third-party beneficiary of all protection and rights granted to AGENCY under its contract with Consultant. AGENCY shall ensure that prior to the commencement of a Work Order,



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Consultant owns and maintains the minimum amount of commercial insurance coverages that are standard in Consultant's industry. Client shall be responsible for directing and controlling each Consultant as to the work and results of the Work Order; and closely monitoring and overseeing the Consultant.

B. Search Services

1. **Services.** CLIENT requests search services from AGENCY for the purpose of identifying candidates to be placed at CLIENT for employment. AGENCY agrees to use best efforts to provide CLIENT with qualified candidates possessing the requisite education, training, experience and skills ("Candidate(s)") as specified by CLIENT. AGENCY understands and agrees that its services are not exclusive and CLIENT retains the option to use other agencies and/or its own internal recruiting processes.
2. **Candidates.** AGENCY agrees to exclusively submit to CLIENT candidates for consideration in response to a solicitation. AGENCY shall not have ownership over any unsolicited candidates submitted without a request from CLIENT.
3. **Background Check.** AGENCY agrees that, upon Client's request, it will conduct, at its own expense, criminal and other background checks on Consultants. A background check shall be performed in all locations where the individual resided over the last seven (7) years and shall include a search of the individual's state and federal criminal history, employment history, educational history, and social security verification. AGENCY shall, at AGENCY's expense, comply with all laws applicable to the initial retrieval and subsequent use and disclosure of the information it obtains from conducting such criminal and other background checks including, without limitation, the Fair Credit Reporting Act.
4. **Search Fee.** CLIENT agrees to pay AGENCY twenty percent (20%) of the first year's annual base salary ("Search Fee") for each Candidate hired as a full-time employee placed by AGENCY with CLIENT ("Placed Consultant"). AGENCY shall be entitled to the Search Fee provided herein where CLIENT hires a Candidate referred by AGENCY within twelve (12) months of AGENCY's most recent referral of the Candidate to CLIENT. No Search Fee may be due where a Candidate, within the thirty (30) days prior to AGENCY'S referral, was either: (i) previously referred by another agency, or where a Candidate is already known to CLIENT, or (ii) was already in reciprocal communication with CLIENT. Either way, no Search Fee will be due to AGENCY; provided that CLIENT furnished AGENCY with documentation confirming the foregoing within five (5) days of Agency's referral .
5. **Invoicing and Payment Terms.** CLIENT will be invoiced the Search Fee on the first day of the Placed Employee's employment with CLIENT. CLIENT shall pay AGENCY net 30 days from CLIENT' receipt of correct invoice. CLIENT's point of contact for invoice payment is **Finance@AgileThought.com**.



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6. **Guarantee.** If, within the first 90 days of his/her start date, the Placed Employee voluntarily ends his/her employment with CLIENT or is terminated for cause by CLIENT, or for any reason other than a material change in job duties, lay-off, reorganization or relocation of job function to a distance of more than 50 miles, AGENCY will conduct a search to provide a one-time replacement candidate, acceptable to CLIENT, to refill the same position vacated by the Placed Employee at no additional Search Fee to Client. No replacement shall be provided if (i) CLIENT fails to notify AGENCY in writing within seven (7) days of the termination of such Placed Employee's employment, or (ii) the Search Fee is not paid in accordance with this Agreement.

C. General Terms

7. **Non-Solicitation of Client Resources.** During the term of this Agreement, and for a period of one (1) year thereafter, AGENCY will not knowingly or intentionally, whether directly or indirectly, solicit or hire, for itself or another party, any employee, consultant or contractor ("Client Resources") of CLIENT introduced to AGENCY during its performance of services under this Agreement. The Parties recognize and agree that CLIENT has expended a significant amount of time and money locating, onboarding and, as to employees, training Client Resources. Therefore, should AGENCY violate this provision, AGENCY acknowledges that Client shall be entitled to seek injunctive relief and any other available remedy at law including monetary damages, if applicable. Additionally, a violation of this provision shall be considered a material breach of this Agreement and CLIENT may, in addition to its other rights and remedies existing at law and in contract, immediately terminate this Agreement. This provision shall not prohibit AGENCY from responding to a request or query, communicating with someone whom AGENCY has or held a relationship; or advertising, inducing, recruiting or soliciting according to general staffing industry practices and standard recruitment methods. .
8. **Term; Termination.** This Agreement will be for a term of twelve (12) months from the first date on which both parties have executed it. CLIENT may terminate this Agreement, with or without cause, upon at least five (5) days' prior written notice to AGENCY; provided, however, in the event of a termination for breach, AGENCY shall be given an opportunity to cure such breach within the five (5) day notice period or such longer period as agreed by the Parties. AGENCY may terminate this Agreement, for material breach by CLIENT, upon at least ten (10) days' prior written notice; provided, however, CLIENT shall be given the opportunity to cure any such breach within the ten (10) day notice period.
9. **Indemnification/Limitation of Liability; Limitation of Damages.** To the maximum extent permitted by law, AGENCY will defend, indemnify, and hold CLIENT, its parent company, subsidiaries, directors, officers, agents, representatives, and employees harmless from all liability to third-parties, including claims, losses, and liabilities (including reasonable attorneys' fees) arising from AGENCY's material breach of this Agreement; the gross negligence, or wilful misconduct of the AGENCY or AGENCY's officers, employees, or authorized agents; or the failure to comply with applicable labor and employment state and federal laws. CLIENT shall indemnify, defend, hold harmless AGENCY and FRGS from liability to third parties, (including reasonable attorneys' fees) related Client's material

breach of this Agreement or to the gross negligence, willful misconduct, fraud or violation of applicable law of the Client its parent company, subsidiaries, customers, directors, officers, agents, representatives, and employees. AGENCY'S and FRGS' total liability, in the aggregate, shall be limited to the amounts actually paid by CLIENT to AGENCY hereunder during the six (6) month period immediately prior to the occurrence of the set of facts and circumstances giving rise to the claim(s) on which such liability is based. Under no circumstances shall AGENCY or FRGS be liable to CLIENT for any indirect, punitive, special, exemplary or consequential damages.

10. **Compliance with Law; EEO.** The parties shall comply with applicable federal, state and local laws and regulations governing this Agreement. CLIENT and AGENCY are Equal Opportunity Employers and do not discriminate in recruiting, hiring, training, promoting or other employee practices on the basis of race, color, religion, sex, marital status, age, national origin, disability status or any other basis protected by applicable federal, state or local law.
11. **Workers' Compensation.** AGENCY shall maintain at all times workers' compensation insurance as required by applicable law. AGENCY acknowledges and agrees that, in the event of any injury, illness, disability, or death to any such individual falling within the purview of Workers' Compensation, such individual's rights and remedies against CLIENT shall be governed by and limited to those provided by workers' compensation, and if determined by a court or similar tribunal to not be so governed and limited, such rights and remedies shall be fully indemnified against by AGENCY.
12. **Confidentiality.** AGENCY will, during the course of providing its services hereunder, have access to, and acquire knowledge from material, data, systems and other information of or with respect to CLIENT's or any its affiliates including, but not limited to, information concerning its or their hardware, software, designs, drawings, specifications, techniques, processes, procedures, data, research, development, future projects, products or services, projects, products or services under consideration, content under development, business plans or opportunities, business strategies, finances, costs, vendors, employees or customers and third party proprietary or confidential information that CLIENT treats as confidential ("Confidential Information"). Any knowledge acquired by AGENCY from such Confidential Information shall not be used by AGENCY other than for the limited purpose of performing services for CLIENT under this Agreement. CLIENT acknowledges and agrees that all Candidate and Consultant information furnished by AGENCY is strictly confidential and CLIENT shall not share such information with any third parties without AGENCY's advanced written consent unless for the purpose of conducting business with and the benefit of AGENCY.
13. **Ownership of Proprietary Rights and Materials.** The term "Proprietary Rights and Materials" shall mean any and all rights, including, but not limited to, patentable or non-patentable inventions, copyrights, trademark and service mark rights, patent rights, trade secret rights and other proprietary rights, generated by or arising out of the efforts of Consultant while acting within the scope of this Agreement for CLIENT. AGENCY acknowledges and agrees that all Proprietary Rights and Materials, to the extent copyrightable, are and shall be a "work made for hire" within the meaning of the copyright laws of the United States, and are and shall be the sole and exclusive

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property of CLIENT. Further to this Agreement, AGENCY will request Consultant to agree to disclose to CLIENT upon creation by Consultant all Propriety Rights and Materials, and to agree to hereby convey, assign, transfer and deliver to CLIENT, and agrees upon the termination of this Agreement to convey, assign, transfer and deliver to CLIENT, all Proprietary Rights and Materials. AGENCY shall not, at any time or in any manner, challenge CLIENT's ownership of the Proprietary Rights and Materials.

14. **Publicity; Use of Marks, Name, etc.** AGENCY shall have no right to use any CLIENT trade name, trademark, or service mark without CLIENT's express written permission. AGENCY will not use CLIENT's or its affiliates name(s) without prior written consent of CLIENT, in any advertising, publicity or otherwise, including materials distributed to prospective customers.
15. **Return of Assets.** Upon termination of the Work Order, with or without cause, AGENCY will return and/or will cause Consultant to return to CLIENT any assets assigned by CLIENT or its affiliates, either in person or via certified mail (AGENCY must purchase \$2,500 insurance policy on shipment) and provide shipment tracking information, within seventy two (72) hours OR 3 business days of the consultant's termination date. AGENCY will be not be reimbursed for any shipping fees.
16. **Governing Law and Jurisdiction.** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the laws of the State of Florida. The Parties Irrevocably agree that the state and federal courts located in Hillsborough County, Florida has exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).
17. **Entire Agreement; Amendment:** This Agreement constitutes the entire understanding of the parties and shall supersede all prior agreements and understandings between them with respect to the subject hereof. FRGS is expressly named as a third party beneficiary. This Agreement may be amended only by written document signed by CLIENT and AGENCY. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

CLIENT:

Clare DeLoach

Signature

COO

Title

9/5/19

Date

AGENCY:

Leslie Knight

Signature

Manager, Client Management

Title

8/27/2019

Date

Exhibit A

Work Order

Consultant Name:

Consultant Employee Name:

Position Title:

Bill Rate: _____ per hour

Consultant's expected hours per week: forty (40) per Work Week. Work Week is defined as Monday through Sunday.

Assignment Start Date:

Assignment End Date:

Address where Services will be performed:

Description of Services:

This Work Order, together with the executed Professional Services or Staffing Services Agreement ("Agreement") between the parties, represents the entire understanding between the Parties. In the event of a conflict between the terms of this Work Order and the Agreement, this Work Order shall control. All other terms and conditions of the Agreement shall remain in full force and effect.

AGENCY:

CLIENT:

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Statement of Account : AgileThought UAGI005C in date of 22/02/2023

Total Amount: 12,096.00 USD
Total Remainder: 12,096.00 USD

Item #	Business Name from related Buyer	Issue date	Due Date	Amount of Transaction		Transaction Remainder	
U1000107456	AgileThought	22/02/2022	24/03/2022	8,640.00	USD	8,640.00	USD
U1000108764	AgileThought	07/03/2022	06/04/2022	3,456.00	USD	3,456.00	USD

Exhibit A

Work Order

Consultant Name: Hanuman Borra

Position Title: Sr Developer

Bill Rate: \$108.00 per hour where Consultant's hours do not exceed forty (40) per work week. Work week is defined as Monday through Sunday.

Assignment Start Date: 01/31/2022

Assignment End Date: 07/29/2022

This Work Order, together with the executed Professional Services or Staffing Services Agreement ("Agreement") between the parties, represents the entire understanding between the Parties. In the event of a conflict between the terms of this Work Order and the Agreement, this Work Order shall control. All other terms and conditions of the Agreement shall remain in full force and effect.

AGENCY: FrankGroup



Signature

Signature

Geoff Gluck

Printed Name

Printed Name

Vice President

Title

Title

January 24, 2022 14:22 ET

Date

Date

CLIENT:



Signature

Signature

Alejandro Manzocchi

Printed Name

Printed Name

Global Chief Delivery, Portfolio Officer

Title

Title

January 24, 2022 14:11 ET

Date

Date