TAIO Standard Terms

Version: 1.0

1. How This Agreement Works

1.1. Each Order Form, together with these Standard Terms, forms one agreement ("Agreement"). If an Order Form and these Standard Terms conflict, the Order Form governs. Each Order Form governs only the services it lists.

1.2. TAIO provides remote work-from-home staff ("Staff Services") to the Client, as stated in the Order Form.

1.3. Definitions. "Staff Member" means any person TAIO assigns to the Client. "Account Manager" means TAIO's single point of contact for the Client. "Support Services" means the services in Section 3.6. "Fees" means all amounts payable under this Agreement, including monthly billable rates, per-unit charges, one-time fees, and any other fees stated in the Order Form or an approved email. "Approved email" means an email between the Authorized Approvers named in the Order Form. Either Party may change its Authorized Approver by email notice.

1.4. The Agreement takes effect on the Effective Date in the Order Form. All times in this Agreement are in the time zone stated in the Order Form.

2. Term and Termination

2.1. The Initial Term and renewal are stated in the Order Form.

2.2. Early exit. Either Party may end the Agreement with written notice, received and acknowledged by the receiving Party, of thirty (30) calendar days for 1 to 5 staff, or sixty (60) calendar days for more than 5 staff. This does not apply during any Commitment Period stated in the Order Form. During a Commitment Period, neither Party may end the Agreement for convenience, and if the Client ends the service or stops paying, the fees for the rest of the Commitment Period become due at once.

2.3. Termination for cause. Either Party may end the Agreement at once by written notice if the other Party: (a) commits a material breach not cured within 15 days of written notice, or not curable; (b) cannot perform for 30 continuous days due to Force Majeure; or (c) becomes insolvent or bankrupt, or enters liquidation or receivership. The Commitment Period fees in 2.2 do not apply when the Client ends the Agreement under this clause.

2.4. Non-payment. If the Client does not pay when due, TAIO may suspend the services or end the Agreement if payment is not made within three (3) calendar days of a written notice that warns of suspension or termination.

2.5. If TAIO ends the Agreement because of the Client's breach, the Client pays: (a) the monthly billable rate for each Staff Member for the notice period that would apply under 2.2 (30 or 60 calendar days, based on the number of staff) or, during a Commitment Period, the fees due under 2.2; (b) separation and other payments due to Staff Members; and (c) the

monthly billable rate and any other Fees for all services delivered up to the termination date, whether or not they have been invoiced.

3. Staff and Services

3.1. TAIO recruits and engages all Staff Members under the TAIO Staff Policies, which form part of this Agreement. Staff Members are contractors engaged with TAIO, not employees of the Client. TAIO cannot guarantee 100% staff availability. TAIO may update the Staff Policies under 11.4. The Client follows TAIO management's decisions in applying them. Costs caused by the Client's breach of the Staff Policies are charged to the Client.

3.2. Staffing changes. Changes to staff or packages may be agreed by email. Staff added by approved email become part of this Agreement and end with it. TAIO keeps a record of each Staff Member's name, role, start date, and rate. The Client provides enough work to cover any minimum staff commitment stated in the Order Form, so the work stays steady and predictable.

3.3. Removing and reducing staff.

(a) Removal for non-performance. The Client may remove a Staff Member for non-performance after the Parties agree on KPIs and the Staff Member has had a fair chance to improve under the Staff Policies which is typically a 30-day remediation period. Removal takes effect fifteen (15) calendar days after notice. TAIO then replaces the Staff Member, and fees continue.

(b) Removal for other reasons. Removal for any other reason needs a valid reason and TAIO's consent.

(c) Downsizing. The Client may reduce the number of Staff Members with the notice stated in 2.2. The Client may not downsize during a Commitment Period, or below any minimum staff commitment stated in the Order Form. The Client pays any separation or wind-down fees for Staff Members removed by downsizing.

3.4. TAIO may remove a Staff Member for gross negligence, fraud, a Code of Conduct violation, or where continued deployment is not in TAIO's interest. TAIO will tell the Client within 24 hours.

3.5. TAIO handles Staff Member pay at fair, market-competitive rates. Pay changes are agreed with the Client and based on performance. The Client may add benefits, administered by TAIO.

3.6. Support Services. TAIO Recruitment sources, screens, and selects staff, and the Client may add its own screening and interviews, unless the Parties agree to use existing TAIO staff. TAIO HR handles offers, contracts, onboarding, policy adherence, HR administration, engagement, and leave (1 day earned per month). TAIO Operations sets up remote tools and works with the Client's point of contact on reporting and meetings. TAIO Finance runs payroll through TAIO's tracking tool, which tracks worked time and tasks. Monthly hours are tracked from the first to the last day of each month, starting on the Staff Member's first day of work or training.

3.7. Management and training. The Client directs daily work and trains Staff Members. Workflow, metrics, and SLAs are set with TAIO Operations during recruitment.

3.8. Remote work. Staff Members work from home or another remote place that meets TAIO's policies, with at least a desk and office chair, and meet TAIO's connectivity and hardware standards. The Client provides any software or systems it requires.

3.9. Schedule. Staff Members work the schedule in the Order Form. The Parties may change it by email. Any added cost needs the Client's prior approval.

3.10. Communication between the Client and Staff Members stays work-related. The Client may not share this Agreement's terms or pricing with Staff Members.

3.11. Staff issues go to the Account Manager or team leader, who acts on them within a reasonable time.

4. Fees and Payment

4.1. Fees are in US Dollars, as stated in the Order Form, exclusive of taxes.

4.2. The Order Form states the standard monthly billable rate for each role. The final monthly billable rate for each Staff Member may be agreed by approved email, and it replaces the standard rate for that Staff Member only. If no final rate is agreed, the standard rate applies, including for any payment under Sections 2.2 and 9. The rate changes only with the Client's approval, for example after a pay raise, promotion, or service upgrade.

4.3. Invoicing. The first invoice covers the Service Start Date through the end of the following calendar month, with any partial month prorated by scheduled days. It is issued once the final candidate is selected, and paid within fifteen (15) calendar days or before the Service Start Date, whichever is earlier. Later invoices are issued on the 1st of each month for the next month not already invoiced, and are due within fifteen (15) days.

4.4. Overtime, bonuses, and incentives are paid by the Client at the agreed rate. Client-requested overtime, documented by email, is charged at the hourly rate stated in the Order Form or in an approved email, plus 15%. Additional hours are paid within 24 hours of agreement or on the next invoice.

4.5. Despite 4.2 and 11.4, fees rise by at least five percent (5%) on each anniversary of the Service Start Date. The Parties discuss the actual increase within three months before the anniversary.

4.6. Taxes. The Client pays applicable taxes, levies, and withholding in addition to the fees, and gives TAIO certificates for any withholding. Bank, card, and remittance charges are the Client's.

4.7. Late payment carries interest of 1.5% per month. If the law that applies sets a lower maximum rate, interest is charged at that maximum instead.

4.8. Disputes. The Client must dispute an invoice in writing within three (3) business days of receipt, stating the reason and amount, and pay the undisputed part on time. Interest applies to disputed amounts later resolved in TAIO's favor.

4.9. Unless the Order Form states otherwise, Fees cover manpower only. Site, equipment, telecom, and tool costs are billed separately, with the Client's prior written approval.

4.10. Each Staff Member earns one (1) day of paid leave per month. The monthly billable rate already includes this leave, so the Client may not deduct earned leave days from any invoice as undertime or unworked time.

5. Representations

5.1. TAIO is an independent contractor. The Agreement creates no agency, partnership, employment, or joint venture. Neither Party can bind the other.

5.2. Both Parties comply with applicable laws, codes of conduct, and guidelines, and ensure their people do the same.

5.3. The Client uses Staff Members only for legal, moral, and ethical work.

6. Liability

6.1. TAIO's liability is limited to the monthly contract value, meaning the average monthly Fees the Client paid in the three (3) months before the claim, or over the months paid if fewer than three. TAIO is not responsible for work the Client directs or for deliverables Staff Members create.

6.2. Neither Party is liable for indirect, consequential, or incidental damages, including lost profits or business interruption.

6.3. These limits do not apply to fraud or willful misconduct. Each Party must mitigate its losses. A Party's liability is reduced to the extent the other Party caused the loss. Since Staff Members are contractors, no employer-employee liability or related insurance applies.

7. Confidentiality

7.1. Each Party keeps the other's Confidential Information secret, uses it only to perform or receive the services, and protects all copies.

7.2. If legally compelled to disclose, the receiving Party gives prompt notice so the other can seek a protective order, and discloses only what the law requires.

7.3. When the information is no longer needed, or when the Agreement ends, the receiving Party returns or destroys it.

7.4. Neither Party makes press releases or public announcements about the Agreement without the other's written consent, which may not be unreasonably withheld.

7.5. Unauthorized disclosure may cause irreparable harm, so the owner may seek injunctive relief in addition to other remedies.

8. Force Majeure

Neither Party is liable for failures caused by events beyond its reasonable control and not caused by its own fault or negligence, such as strikes, fire, flood, severe weather, natural disaster, or war. The affected Party tells the other promptly, keeps it informed, and works to reduce the effects and keep services running.

9. Non-Solicitation and Non-Circumvention

9.1. Covered people. "Covered Person" means any Staff Member, and any candidate TAIO presents to the Client at any time, whether the Client accepted or rejected them, TAIO rejected them, or they withdrew. It includes people supplied to TAIO by its subcontractors or partners.

9.2. Restriction. During the Agreement and for twelve (12) months after it ends, the Client may not, without TAIO's written consent, directly or indirectly: (a) employ, engage, or contract any Covered Person; (b) solicit any Covered Person; or (c) receive or benefit from any Covered Person's services. This applies however the person is engaged, and whether through the Client or any other party, including a staffing agency, outsourcing provider, recruiter, affiliate, or successor. It applies whether or not the person is still engaged with TAIO, and no matter who made first contact.

9.3. Liquidated damages. For each Covered Person affected, the Client pays twelve (12) times the monthly billable rate for that person under 4.2. For a candidate never assigned, the standard monthly billable rate for the role applies. The Parties agree this is a genuine pre-estimate of TAIO's loss.

9.4. Payment. The Client pays within thirty (30) days of TAIO's written demand. Late amounts carry interest under 4.7.

9.5. Other remedies. TAIO may also seek injunctive relief and recover its costs, including reasonable attorney's fees. Paying damages does not give the Client a right to continue the breach.

9.6. Proof of presentation. TAIO keeps a record of each candidate it presents. Any written or electronic record counts as proof, including email, chat, proposals, résumé submissions, applicant tracking entries, shared links, calendar invites, and interview recordings. TAIO will share the record on request.

9.7. Conversion. The Client may ask for TAIO's written consent to hire a Covered Person directly. TAIO may agree or refuse. If TAIO agrees, the Client pays a conversion fee agreed in writing, of at least twelve (12) times the monthly billable rate, before the hire takes effect. The restriction then ends for that person only.

9.8. Exception. The restriction does not apply if all of these are true: (a) the person's engagement with TAIO or its partners fully ended more than twelve (12) months before the Client's first contact; (b) the person applied on their own to a general public job ad; (c) no one acting for the Client encouraged them to apply; and (d) the Client gave TAIO ten (10) business days' written notice before any offer. A transfer, a gap between assignments, a leave, or a resignation arranged with the Client does not count as an ended engagement. The Client must prove each condition.

9.9. Reasonableness. The Parties agree these restrictions are reasonable to protect TAIO's recruiting, training, and client relationships. If a court finds any part too broad, it applies to the fullest extent the court allows.

9.10. Survival. This Section survives the end of the Agreement.

10. Notices

Notices are by email, in English, to the contacts in the Order Form. They are deemed delivered the day after sending.

11. General

11.1. Entire agreement. This Agreement supersedes all prior understandings on its subject.

11.2. Severability. An invalid provision is severed. The rest stays in force, and the Parties replace the severed provision in good faith.

11.3. Amendment. Changes must be in writing and signed by both Parties, except changes this Agreement allows by email or as allowed under 11.4.

11.4. Updates to these Standard Terms. TAIO may publish a new version of these Standard Terms, including its Schedules. TAIO will email the Client's notice contact at least ninety (90) days before the new version applies. The new version applies from the Client's first renewal date at least ninety (90) days after the notice. If the Client does not accept the new version, it may give notice not to renew. A new version does not change fees, which change only through the Order Form or an approved email. Changes required by law apply from the date stated in the notice.

11.5. No waiver. A Party's delay or failure to enforce a right under this Agreement does not waive that right. A waiver applies only if it is in writing, and only to the instance stated.

12. Governing Law

Philippine law governs this Agreement. Disputes may be tried in the courts of the Philippines.

Schedule A: Employer of Record (EOR)

Applies when the Order Form names EOR as the service tier. Overrides the Standard Terms where they conflict.

A1. Rate. For EOR, the monthly billable rate is the Total Monthly Rate for each Staff Member, including the EOR fee.

A2. TAIO's role. TAIO sources, screens, and selects Staff Members, and handles their payroll, contracts, and compliance. All other management, including daily direction, performance, and training, is the Client's responsibility.

A3. Overtime. For overtime under 4.4, the hourly rate excludes the EOR fee.

A4. Despite 3.3(a), the Client may ask TAIO to replace a Staff Member for non-performance with fifteen (15) calendar days' written notice. No improvement period applies. TAIO then sources a replacement, and fees continue.

Schedule B: Co-Managed

Applies when the Order Form names Co-Managed as the service tier. Overrides the Standard Terms where they conflict.

B1. Co-management. TAIO manages Staff Member productivity. All other management and training remain the Client's responsibility under 3.7.

Schedule C: Per-Unit Services

Applies when the Order Form lists per-unit services, such as per-chart coding, under any service tier.

C1. Deposit. The Client pays a deposit in the amount stated in the Order Form, based on estimated monthly volume. TAIO draws on the deposit for units completed, at the rates in the Order Form.

Each month, the Client tops the deposit back up to the deposit amount. If the remaining deposit falls to the deposit minimum before the month ends, TAIO may request an additional top-up, due within three (3) business days of the request. If the deposit runs out, TAIO has the right to pause the services until the Client tops up, and resumes work promptly after payment. A pause under this clause is not a breach by TAIO, and TAIO is not liable for delays it causes. Either Party may propose raising or lowering the deposit amount based on actual volume, and changes are made by approved email. The deposit amount may not go below any deposit minimum stated in the Order Form.