

TERMS

RECRUITIFI, INC. ("**RECRUITIFI**") OPERATES THE WEBSITE AT WWW.RECRUITIFI.COM (THE "**SITE**") AND PROVIDES THE SERVICE AND FUNCTIONALITY MADE AVAILABLE ON OR THROUGH THE SITE ("**SERVICE**"). RECRUITIFI'S SITE AND SERVICE IS ACCESSIBLE TO DISTINCT SETS OF INDIVIDUALS WHO WILL MAKE USE OF THE PLATFORM ("**USERS**"), SOME OF WHICH FALL UNDER THE RESPONSIBILITY OF "**ENTITIES**" FOR THIS AGREEMENT. "**ADMINISTRATIVE USERS**" ARE USERS THAT HAVE THE ABILITY TO TAKE ACTIONS THAT AFFECT THE ENTIRE ENTITY, SUCH AS ENTERING INTO OR TERMINATING THESE "TERMS." AN "**EMPLOYER**" IS AN ENTITY THAT CREATES SUB-ACCOUNTS ON THE SERVICE FOR USERS SUCH AS EMPLOYEES OR OTHER PERSONNEL AUTHORIZED TO USE THE SERVICE ON THE EMPLOYER'S BEHALF ("**AUTHORIZED USERS**"). AUTHORIZED USERS CREATE JOB POSTINGS CALLED "**JOBCASTS**" ON RECRUITIFI, SEEKING TO ENGAGE INDIVIDUALS KNOWN AS "**CANDIDATES**" TO FILL THOSE JOBCASTS. CANDIDATES ARE SUBMITTED BY USERS CALLED "**RECRUITERS**", WHO SUBMIT CANDIDATES TO EMPLOYERS ON BEHALF OF AN ENTITY CALLED AN "**AGENCY**". TOGETHER, ALL OF THE USERS AND ENTITIES MAY BE REFERRED TO AS "**THE PARTIES**." ALL ENTITIES ARE REQUIRED TO AGREE TO THESE TERMS BY HAVING AN ADMINISTRATIVE USER ACCEPT THESE TERMS ONLINE, IN WRITING, OR USING RECRUITIFI'S SITE AND/OR ANY SERVICES RELATING TO THESE TERMS.

Employers acknowledge that Authorized Users added by the Employer to the Platform must accept these Terms prior to creating an account and will be bound by these Terms. Employers will only invite Individuals that are able to take actions on the Platform on behalf of the Employer under these Terms. Users will have different levels of control over the Entity as designated in the Platform. Some standard Authorized Users as designated by the Employer will have the ability to take actions on behalf of the Employer that are associated with fees to the Employer, such as hiring a Candidate for employment.

Users may not use the Service, or accept these Terms, if (a) Users are not of legal age to form a binding contract with Recruitifi; or (b) Users are prohibited by law or a contract or agreement they have with another company from receiving or using the Service. All Users represent that they have been given the permission by an Entity to use this Service if the User is using the Service on behalf of that Entity.

Based on the kind of User you are, certain additional terms will apply ("**Additional Terms**"). Such Additional Terms are incorporated by reference herein as applicable. If there is any conflict between these Terms and the Additional Terms, the Additional Terms take precedence in relation to the Service.

Recruitifi may change elements of its Service from time to time at its sole discretion. Should Recruitifi make any substantial changes to these Terms, Recruitifi will notify Users by sending an email to the last email address Users provide to us or by posting notice of the change on the Site. Any material changes to these Terms will be effective immediately for any and all subsequent JobCasts and Submissions (defined in the Additional Terms) but will not affect any JobCast existing prior to the date of such notice. Recruitifi may require User to provide consent to the updated Terms in a specified manner before further use of the Service is permitted. Otherwise,

Users' continued use of the Site or the Service constitutes Users' acceptance of the changes and the Terms in their entirety. Please regularly check the Site to view the then-current Terms. If Users object to the revision, Users' sole and exclusive remedy will be to cease the use of the Service.

1 LICENSE GRANT AND RESTRICTIONS.

1.1 License Grant.

Subject to the terms and conditions of these Terms, Recruitifi grants Users a non-exclusive, non-transferable license to use the Service solely for Users' internal business purposes for the duration of the Term as defined below.

1.2 Usernames and Passwords.

Recruitifi will provide Users with a unique username and password to enable access to the Service pursuant to these Terms. Users will: (a) provide true, accurate, current and complete information as prompted by Recruitifi's registration form (including a valid email address) when registering on the Service and creating an online profile to access the Service ("**User Account**"); (b) be responsible for the confidentiality and use of Users' username and password; (c) not share, transfer or resell their User Account or use of or access to the Service to any third party; and (d) keep all information in their User Account true, accurate, current and complete. Users agree not to create a User Account using a false identity or information, or on behalf of someone other than the User. Users agree that Users will not have more than one User Account at any given time. Users agree not to create a User Account or use the Service if Users have been previously removed by Recruitifi, or if Users have been previously banned from the Service. Recruitifi reserves the right to terminate any username and password, which Recruitifi reasonably determines may have been used by an unauthorized third party. Notwithstanding anything to the contrary herein, Users acknowledge and agree that Users will have no ownership or other property interest in their User Account, and Users further acknowledge and agree that all rights in and to their User Account, other than Users' Content as defined below, are and will forever be owned by and inure to the benefit of Recruitifi.

1.3 Limitations.

Users agree that Users will not: (a) permit any third party to access and/or use the Service by accessing the User's User Account; (b) rent, lease, loan, or sell access to the Service to any third party; (c) interfere with, disrupt, alter, translate, or modify the Service or any part thereof, or create an undue burden on the Service or the networks or services connected to the Service, including any external websites that are linked to via the Service; (d) reverse engineer or access the Service in order to (i) build a competitive product or service, (ii) build a product using similar ideas, features, functions or graphics of the Service, or (iii) copy any ideas, features, functions or graphics of the Service; (e) without Recruitifi's express written permission, introduce software or automated agents or scripts to the Service so as to produce multiple accounts, generate automated searches, requests and queries, or to strip or mine data from the Service; (f) perform or publish any performance or benchmark tests or analyses relating to the Service or the use thereof; or (g) cover or obscure any page or part of the Service via HTML/CSS, scripting, or any other means, if any.

Except as expressly set forth herein, no express or implied license or right of any kind is granted to Users regarding the Service or any part thereof. In addition, Users agree not to use, or

encourage or permit others to use, the Site or Service to (w) stalk and/or harass another; (x) harm minors in any way; (y) impersonate any person or entity, or falsely state or otherwise misrepresent Users' affiliation with a person or entity; or (z) engage in any chain letters, contests, junk email, pyramid schemes, spamming, surveys or other duplicative or unsolicited messages (commercial or otherwise).

1.4 IP Ownership.

The Service and any of the Recruitifi's proprietary technology, including software, hardware, products, processes, algorithms, user interfaces, know-how, technologies, designs and other tangible or intangible technical material or information made available to Users by Recruitifi in providing the Service and as well as any intellectual property rights therein (the "**Recruitifi Technology**") is the exclusive property of Recruitifi or its suppliers. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Users regarding the Service or the Recruitifi Technology, or any part thereof, including any right to obtain possession of any source code, data or other technical material relating to the Recruitifi Technology. All rights not expressly granted to Users are reserved to Recruitifi. Ownership of all work product, developments, inventions, technology or materials provided by Recruitifi under these Terms will be solely owned by Recruitifi. Recruitifi, in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Users to Recruitifi in connection with the Service (all such comments and suggestions, collectively, "**Feedback**"). Users hereby grant Recruitifi a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback into Recruitifi products and services.

2 RECRUITIFI'S ROLE.

USERS ACKNOWLEDGE AND AGREE THAT RECRUITIFI MERELY PROVIDES A TECHNOLOGY PLATFORM THAT ALLOWS EMPLOYERS AND RECRUITERS TO CONNECT AND COMMUNICATE ABOUT JOBCASTS AND CANDIDATES. RECRUITIFI IS NOT RESPONSIBLE FOR HIRING DECISIONS. EACH EMPLOYER MAKES AND SOLELY CONTROLS ALL DECISIONS WITH RESPECT TO HIRING OR NOT HIRING PRESENTED CANDIDATES.

3 FEES.

Certain features of Recruitifi's Service require the payment of fees. All fees will be described and set forth in the Additional Terms based on the type of User you are. Where applicable, Users agree to provide Recruitifi and/or Recruitifi's third party payment provider with complete and accurate billing and contact information. This information will be different for different types of Users, but may include the Users' legal company name, street address, email address, the name and telephone number of an authorized billing contact, and the User's bank name, bank account number, and ABA numbers. Users agree to immediately update this information upon any change to it. If the contact information Users have provided is false or fraudulent, Recruitifi may terminate Users' access to the Service in addition to any other legal remedies.

4 CONTENT AND CONDUCT.

4.1 User Content.

Users acknowledge that all content, information, data, text, files, images, or other materials ("**Content**") is the sole responsibility of the party from whom such Content originated. This means

that Users, and not Recruitifi, are entirely responsible for all Content the Users provide or make available through the Service ("**User Content**"), and other Users are similarly responsible for Content they make available ("**Other User Content**"). Except as set forth in any Additional Terms, Users may not distribute or sell, rent, lease, license or otherwise make any Other User Content available to others. Users acknowledge that Recruitifi has no obligation to pre-screen Content (including User Content and Other User Content), although Recruitifi reserves the right in its sole discretion to pre-screen, refuse or remove any Content. By entering into the Terms, Users hereby provide Users' irrevocable consent to such monitoring. In the event that Recruitifi pre-screens, refuses or removes any Content, Users acknowledge that Recruitifi will do so for Recruitifi's benefit, not Users'. Without limiting the foregoing, Recruitifi will have the right to remove any Content in our sole discretion, including Content that violates the Terms, applicable law, or is otherwise objectionable. Users should keep and maintain Users' own copy of all Users' Content that is provided to the Service and Recruitifi as Recruitifi is not obligated to and back up any Content that is posted on the Service.

4.2 Content License.

Users grant Recruitifi and its affiliates, including [TALK](#), a non-exclusive, worldwide, royalty-free and fully-paid license to use User Content, as necessary, for purposes of providing the Service to Users. All rights in and to the User Content not expressly granted to Recruitifi in these Terms are reserved by Users. Users will procure all rights and privileges to obtain and transfer all User Content to Recruitifi under these Terms. The provision of such data will be in compliance with all applicable laws and regulations, specifically all privacy laws and regulations including, but not limited to GDPR. Users represent and warrant that User Content will not: (i) contain any viruses, worms or other malicious computer programming codes able to damage the Service; or (ii) otherwise violate the rights of a third party. Recruitifi has no way to review or monitor, and does not approve, endorse, or make any representations or warranties with respect to your use of other User's User Content or other User's use of your User Content.. Users provide User Content at Users' own risk. Recruitifi requires all Employers and Recruiters to enter into these Terms; however, despite such contractual obligations, Recruitifi cannot and does not control how other Users use User Content once viewed on or through the Service. Users acknowledge such potential unauthorized use of User Content as a condition of using the Service. Please notify Recruitifi if Users become aware of any such unauthorized use.

4.3 Aggregate Data.

Users hereby grant to Recruitifi a right to use User Content to create anonymized aggregated data, industry reports and/or statistics ("**Aggregate Data**") to be used for Recruitifi's business purposes and industry reporting and education; provided, however, that such Aggregate Data will not: (a) personally identify Users, any other User or any other individual; or (b) otherwise enable a third party to determine in whole or in part which portion of the Aggregate Data is attributable to specific Users or Entities. As between the Parties, Recruitifi will own all right, title and interest in and to the Aggregate Data.

4.4 User Responsibility.

Users will engage in all undertakings related to these Terms in a professional manner in accordance with industry standards. Without limiting the foregoing, Users will comply at all times with all applicable laws and regulations of any jurisdiction where Users act in performance of

these Terms, including: (a) laws on background checks; (b) data protection laws; and (c) U.S. and foreign anti-corruption laws, including the U.S. Foreign Corrupt Practices Act (FCPA). Users, Users' agents, or anyone acting on Users' behalf may NOT offer, promise or provide any item of value, pay bribes, or make improper payments to public officials directly or indirectly in order to: obtain new business, retain existing business, and/or secure any improper advantage. Any accepted local practices to the contrary are inapplicable.

4.5 Data Security.

RecrutiFi shall maintain reasonable administrative, physical, electronic and managerial procedures appropriate to RecrutiFi's size and structure and that are designed to appropriately protect the confidentiality, integrity, and availability of information that RecrutiFi accesses or that RecrutiFi collects, receives from, or maintains on behalf of its clients. Such shall include, but are not limited to, (a) access controls, including password change controls, to ensure access to information resources is granted on a need to know and least privileged basis to prevent unauthorized access or disclosure of information, (b) device and software management controls to guard against viruses and other malicious or unauthorized software, (c) industry standard encryption safeguards as appropriate and where required by law, (d) logging procedures to proactively record user and system activity for routine review, and (e) facility access and protection controls to limit physical access to information resources and guard against environmental hazards (e.g., water or fire damage). RecrutiFi shall continuously review such procedures and technology to ensure they remain consistent with industry standards. RecrutiFi shall notify Users without undue delay, and no later than 24 (twenty-four) hours after becoming aware of any breach of the security of data in the custody of RecrutiFi or any of its third-party service providers of which it becomes aware.

4.6 Content Provided by Other Users.

RecrutiFi is not responsible for and does not control Other User Content. RecrutiFi has no obligation to review or monitor, and does not approve, endorse or make any representations or warranties with respect to Other User Content. Users use all Other User Content and interact with other Users at Users' own risk.

4.7 User Interactions.

Users are solely responsible for Users' interactions with other Users of the Service and any other Parties with whom Users interact through the Services; provided, however, that RecrutiFi reserves the right, but has no obligation, to intercede in such disputes. Users agree that RecrutiFi will not be responsible for any liability incurred as the result of such interactions. RecrutiFi will have the final determination as to the outcome of any dispute related to the Service. Users will indemnify RecrutiFi from a claim by any third party (including any User) related to Users' material breach of these Terms.

5 DISCLAIMER.

5.1 Disclaimer.

EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED "AS IS," AND RECRUITIFI MAKES NO (AND HEREBY DISCLAIMS ALL) WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER

WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE SERVICE (IN WHOLE OR IN PART) OR ANY OTHER PRODUCTS OR SERVICES PROVIDED TO USERS BY RECRUITIFI. RECRUITIFI DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

- a. EXCEPT AS EXPRESSLY PROVIDED HEREIN RECRUITIFI MAKES NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE SERVICE WILL MEET USERS' REQUIREMENTS; (2) USERS' USE OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; OR (4) ANY ERRORS IN THE SERVICE WILL BE CORRECTED. RECRUITIFI DOES NOT GUARANTEE IN ANY WAY THAT ANY EMPLOYER WILL FILL A JOBCAST OR THAT A RECRUITER WILL FIND A JOB FOR A CANDIDATE OR OBTAIN A CERTAIN AMOUNT (OR ANY) REVENUE THROUGH THE SERVICE.
- b. ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE SERVICE IS ACCESSED AT USERS' OWN RISK, AND USERS WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO USERS' PROPERTY OR PERSON, INCLUDING USERS' COMPUTER SYSTEM AND ANY DEVICE USERS USE TO ACCESS THE SERVICE, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.
- c. USERS ARE SOLELY RESPONSIBLE FOR ALL OF THE USERS' COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICE. USERS UNDERSTAND THAT RECRUITIFI DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SERVICE.

5.2 Internet Delays.

THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. RECRUITIFI IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

6 LIMITATION OF LIABILITY.

6.1 Types of Damages.

TO THE EXTENT LEGALLY PERMITTED UNDER APPLICABLE LAW, EXCEPT FOR THE INDEMNITIES PROVIDED IN SECTION 16, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES OR COSTS DUE TO LOSS OF PROFITS, DATA, USE OR GOODWILL, PERSONAL OR PROPERTY DAMAGE RESULTING FROM OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF THE PARTIES HAVE BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT WILL RECRUITIFI BE LIABLE FOR PROCUREMENT COSTS OF SUBSTITUTE PRODUCTS OR SERVICES.

6.2 Amount of Damages.

EXCEPT FOR THE INDEMNITIES PROVIDED IN SECTION 16 AND SECTION 23, THE MAXIMUM LIABILITY OF ANY PARTY ARISING OUT OF OR IN ANY WAY CONNECTED TO THESE TERMS WILL NOT EXCEED THE GREATER OF: (A) ONE HUNDRED DOLLARS (\$100.00); OR (B) THE FEES EXCHANGED BETWEEN THE TWO PARTIES, LESS ANY FEES THAT HAVE BEEN PAID OR ARE OWED TO OTHER USERS, DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THESE TERMS WILL NOT INCREASE THE PARTY'S LIABILITY.

6.3 Basis of the Bargain.

The Parties agree that the limitations of liability set forth in this section will survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy. The Parties acknowledge that the prices have been set and these Terms entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the Parties.

6.4 Additional Rights.

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Users.

7 TERMINATION.

7.1 Term.

These Terms will continue to apply until terminated by either Users or Recruitifi as set forth below (the "**Term**").

7.2 Termination.

The Parties may terminate this agreement at any time, with or without cause. Upon termination by an Entity, any User Accounts for Authorized Users or Recruiters underneath that Entity may be terminated by Recruitifi in accordance with Section 7.3 Effect of Termination. The Parties must terminate in writing. Users may terminate the agreement with Recruitifi by emailing Recruitifi at support@recruitifi.com.

7.3 Effect of Termination.

Termination of User Accounts includes: (a) removal of access to all offerings within the Service; (b) deletion of Users' password and all related information; and (c) barring of further use of the Service. Upon expiration or termination, Users will promptly discontinue use of the Site and the Service. Recruitifi reserves the right to terminate any JobCasts as a result of any such termination. Employers will not be refunded any payments already made to Recruitifi, including those made for hires that have survived the Guarantee End defined in Section 13 of this Agreement. Any payment obligations an Employer has to Recruitifi related to JobCasts and hires, and any refund obligations Recruitifi has to Employer under Section 13, will survive termination and remain due and payable. Should a Recruiter's account be terminated, the Recruiter will retain rights to Agency Placement Fees for any Candidates under their Ownership at the time of termination. The sections titled *IP Ownership, Content and Conduct, Disclaimer, Limitation of Liability, Termination, Miscellaneous, and Indemnification and Hold Harmless* of these Terms will

survive any termination or expiration of the Terms as well as any other terms that by their nature ought reasonably to survive termination or expiration.

8 MISCELLANEOUS.

8.1 Governing Law; Venue.

These Terms, and any claim, dispute or controversy of whatever nature relating thereto, will be governed by the laws of the State of New York, without giving effect to any conflicts of laws principles that require the application of the laws of a different jurisdiction. Any action or proceeding arising from these Terms must be brought in the state or federal courts located in New York City. Users and Recruitifi each irrevocably submit to the exclusive jurisdiction and venue of any such court in any such action or proceeding. The laws of the jurisdiction where Users are located may be different from New York law. The Parties will always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its purchase and use of the Service hereunder.

8.2 Electronic Communication.

The communications between Users and Recruitifi use electronic means, whether Users visit the Site or send Recruitifi e-mails, or whether Recruitifi posts notices on the Service or communicates with Users via e-mail. For contractual purposes, Users (1) consent to receive communications from Recruitifi in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Recruitifi provides to Users electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect Users' statutory rights.

8.3 No Assignment.

Neither party will assign, subcontract, delegate, or otherwise transfer these Terms, or its rights and obligations herein, without obtaining the prior written consent of the other party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either party may assign these Terms in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other party. These Terms will be binding upon the Parties and their respective successors and permitted assigns.

8.4 Miscellaneous.

These Terms are the final, complete and exclusive agreement of the Parties with respect to the subject matters hereof and supersede and merge all prior discussions between the Parties with respect to such subject matters. Except as otherwise expressly specified in these Terms, the rights and remedies provided to each party are cumulative and in addition to any other rights and remedies available to such party at law or in equity. Users agree not to export, re-export, or transfer, directly or indirectly, any U.S. technical data acquired from Recruitifi, or any products utilizing such data, in violation of the United States export laws or regulations. All waivers must be in writing. Any waiver or failure to enforce any provision of these Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of these Terms is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law

and the remaining provisions will continue in full force and effect. The headings of Sections of these Terms are for convenience and are not to be used in interpreting these Terms. As used herein, the word "including" means "including but not limited to." All notices required or permitted hereunder will be by email to legal@recruitifi.com. Any delay in the performance of any duties or obligations of either party will not be considered a breach of these Terms if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible. Users' relationship to Recruitifi is that of an independent contractor, and neither party is an agent or partner of the other. Users will not have, and will not represent to any third party that it has, any authority to act on behalf of Recruitifi.

8.5 Information Security.

Recruitifi has implemented security safeguards designed to protect the personal information that Users provide in accordance with industry standards. Recruitifi's payment process is certified to PCI Service Provider Level 1. Access to Users' data on Recruitifi's Service is password-protected, and data such as credit card and banking information is protected by SSL encryption when it is exchanged between Users' web browser and the Services. Recruitifi also offers secure https access to the Recruitifi website. To protect any data Users store on Recruitifi's servers, Recruitifi also regularly monitors Recruitifi's system for possible vulnerabilities and attacks, and Recruitifi uses a tier-one secured-access data center. Recruitifi does not rent or sell personal information that Users have posted on Recruitifi's Services, and Recruitifi does not share Users' information with third parties except where it's necessary to perform the Services described herein.

However, since the Internet is not a 100% secure environment, Recruitifi cannot ensure or warrant the security of any information that Users transmit to us. There is no guarantee that information may not be accessed, disclosed, altered, or destroyed by breach of any of Recruitifi's physical, technical, or managerial safeguards. It is Users' responsibility to protect the security of Users' login information as described in Section 1.3 above.

8.6 Compliance with Laws.

Users shall comply with all relevant federal, state, and local laws including, without limitation, the Equal Employment Opportunity Act and other Equal Employment Opportunity laws, and the Immigration Reform and Control Act (IRCA). Users will not discriminate against any Candidate or employee because of race, color, religious creed, national origin, age, sex, disability, or veteran status. It is understood and agreed that Recruitifi, Users, Entities, and their personnel are compliant with local governing laws. Any infringement on that law will be considered a breach of these terms as well as a negligent act should the indemnifications in Section 16 and 23 need to be invoked.

9 CLIENT REFERRAL PROGRAM

Any individual ("**Referring Individual**") may refer potential clients to Recruitifi by making an email introduction that copies the potential client and support@recruitifi.com. Referring individuals do not need to be Users in order to make a referral. In order to be considered a "**Successful Referral**," the potential client must convert into an Employer on the platform and send their first JobCast no later than one (1) year following the email introduction. Recruitifi will be solely

responsible for completing any sales and onboarding to convert a potential client into an Employer, but has no obligation to do so, and will attempt to convert potential clients at their sole discretion.

For three (3) years following the establishment of a Successful Referral, the Referring Individual will receive twenty percent (20%) of RecrutiFi's net revenue on transactions with that Employer ("**Referral Payouts**") less any agency payouts, fees, or expenses required to complete the transactions. Referral Payouts will not include net revenue generated from transactions made by a Referring Agent or their Agency.

RecrutiFi will waive in perpetuity any Processing Fees (as defined in Section 20.5) or Matchmaking Fees (as defined in Section 20.6) deducted from any transaction between the Referring Individual's Agency and any Successful Referral. The Agency will still be responsible for expenses and taxes related to the transactions as described in Section 20.4. The waiving of fees is not applicable to hires on the contract portion of the platform.

If more than one Referring Individual refers a potential client, RecrutiFi will at its sole discretion to reward the Successful Referral to the individual that RecrutiFi determines was most responsible for the sale.

The Referring Individual must have a prior existing relationship with a potential client for the introduction to result in a Successful Referral. RecrutiFi will not accept cold introductions, and reserves the right to request that individuals cease and desist from any such contact. RecrutiFi will remove any Users from the platform that they suspect to be attempting referrals without prior relationships.

Referring Individuals may opt to have RecrutiFi make Referral Payouts directly to them or to an Entity which they represent. The Referring Individual assumes all responsibility for determining whether they are legally eligible to receive those payments or if they are required to have RecrutiFi direct those payments to the Entity that they represent, and the Referring Individual is further responsible for indemnifying RecrutiFi against all claims by other Entities against any Referral Payouts.

Payouts will be done on a quarterly basis, with RecrutiFi paying in the current fiscal quarter for Referral Payouts earned in the prior fiscal quarter.

RecrutiFi may alter or end this program at any time at their sole discretion, and will not be responsible for any Referral Payouts as described above after the program is altered or ended.

ADDITIONAL TERMS APPLICABLE TO EMPLOYERS

10 POSTING JOBCASTS AND USING THE SERVICE.

All JobCasts must be for bona fide positions that the Employer is ready to make an immediate hire for. Employer will make commercially reasonable efforts to communicate the progress of a JobCast through the Site (e.g., when Candidates are contacted, dispositioned, interviews are scheduled and completed, offers are made, etc.). Employer will also immediately input the details of any hires to the Site (such as start date and First Year Salary). Employer may communicate directly with Candidates who have been submitted and the Recruiters who have submitted such

Candidates and may request that Candidates submit applications through Employer's website and/or Applicant Tracking System (ATS), provided that Ownership (as defined in Section 12.1) of the Candidate is still retained by RecruitFi regardless of any direct communication between the Employer and Candidate or requests to submit to the ATS subsequent to the establishment of Ownership. Notwithstanding anything to the contrary in the Terms, Employers may use and disclose to service providers, agents, and vendors any Other User Content solely in connection with fulfilling a JobCast (including as part of background checks).

11 EMPLOYER ACCOUNTS.

Employer may create Authorized User accounts on the Service for one or more employees or other personnel authorized to use the Service on the Employer's behalf. In such event, an Administrative User of the Employer will create and manage the Authorized User credentials and permission sets. Employer will not permit any party to access and/or use the Service, other than the Authorized Users. Employer will ensure that each username and password issued to an Authorized User will be used only by that Authorized User. Employer alone is responsible for maintaining the confidentiality of all Authorized Users' login credentials and is solely responsible for all activities that occur under these usernames. Employer will ensure all Authorized Users agree to and comply with the Terms and Employer is solely responsible for any act or omission by such Authorized User. Administrative Users for an Employer, may terminate at their discretion any individual User Account acting on behalf of that Employer without the permission of the Authorized User, provided that any active JobCasts or outstanding fees will be assigned to the control of another Authorized User for that Employer.

12 EMPLOYER FEES.

12.1 Employer Placement Fee Criteria, Rates, and Ownership.

Employer will pay a fee ("**Employer Placement Fee**") if the Employer or any of its affiliates hires a Candidate submitted to the Employer's JobCast through the Site or submitted directly to the Employer by any Recruiter and then hired on the RecruitFi Site at any time within one hundred eighty (180) days of the date of the Candidate's entry onto the Site ("**Ownership Period**") for the job in the JobCast or any other position. Employer Placement Fees will include either (a) a percentage of the Candidate's First Year Salary as determined by the type of Recruiter in Section 12.6, OR (b) a flat fee pre-determined by the employer, AND (c) any additional fees that the Employer agreed to add as a bonus.

12.2 First Year Salary.

"**First-Year Salary**" shall be defined:

- a. in the case of a salaried employee, as guaranteed first-year compensation, including base salary and guaranteed commission, and not including any discretionary or performance-based compensation, such as performance-based bonuses or commission, relocation assistance packages, reimbursements for expenses, benefits packages (health, dental, or other), signing bonuses, retention bonuses, and stock grants to be vested over time, OR
- b. in the case of an hourly employee, as the hourly wage, including shift differentials guaranteed on the shifts for which the Candidate was hired, multiplied by two thousand

eighty (2080) hours, OR

- c. In the case of an hourly employee who is hired for less than the standard two thousand eighty (2080) hours per year, the hourly wage and shift differential multiplied by the expected number of hours, noting that hires with no expected number of hours, such as per diem offers, are counted as zero (0) hours, OR
- d. in the case the Employer does not disclose the hired Candidate's actual compensation, as the top-end of the compensation indicated in the JobCast, including salary and guaranteed bonuses.

12.3 Exceptions to the Employer Placement Fee.

An Employer Placement Fee will not be owed if the Employer can demonstrate that Employer had prior documented, two-way communication with a Candidate, where the Candidate responded, or where a Candidate directly communicated or Applied to the Employer, within one hundred eighty (180) days prior to the date of the Completed Submission of the Candidate ("**Rejection For Ownership**"). Communication from the Employer to the Candidate that does not elicit a response from the Candidate will not constitute a basis for Rejection For Ownership. A Candidate accepting connections from Employers via social media platforms, including LinkedIn, without any additional written communication from the Candidate, does not constitute a basis for Rejection For Ownership. Prior to the hire of a Candidate, notification of Rejection for Ownership will be achieved by dispositioning the Candidate within the Site using the available option to reject for ownership. Documented proof demonstrating the criteria in this section must be provided in the Site or upon request. After a Candidate is hired, Rejection For Ownership may only be claimed within the time and procedural constraints of the Refund Request procedures outlined in Section 13. An Employer Placement Fee will not be owed if the Candidate is hired through an independent search by a different hiring manager to a legally independent division or subsidiary within the same corporate family, which does not share a common Applicant Tracking System or Candidate Database, and where the Candidate was not learned about in connection to the search done through RecrutiFi.

12.4 Backdoor Hires.

Should Employer locate a Candidate that was introduced to Employer through a JobCast and initiate communication without informing RecrutiFi, which ultimately leads to the hire of the Candidate within one hundred eighty (180) days of Candidate's submission to the JobCast, RecrutiFi will still be owed an Employer Placement Fee.

12.5 Circumvention of Workflow.

Should the Candidate be Submitted to a JobCast, but subsequently contact the Employer prior to confirming through the Platform and creating a Completed Submission as defined in Section 18, the Candidate may not be Rejected for Ownership, RecrutiFi will still be owed an Employer Placement Fee provided that RecrutiFi can provide timestamped evidence that the Candidate received notification about the position through the Site prior to contacting the Employer directly.

12.6 Community, Soliciting, and Legacy Agencies.

Employer will direct legacy contingent agency recruiting firms with whom they have pre-existing relationships ("**Legacy Agencies**") to join and work through the RecrutiFi service. Employer will

also direct agency recruiters who have no pre-existing relationship with the Employer, but have solicited their business (“**Soliciting Agencies**”). Recruitifi provides a link that the Employer will place on the Employer’s career page to direct Soliciting Agencies to the Recruitifi Platform. The Site also allows recruitment agencies to sign up independently and join as a community User (“**Community Agencies**”).

- a. Community Agencies will be vetted by Recruitifi, and voluntarily join the platform operating under the Recruiter Terms and an Employer Placement Fee noted in each JobCast on the platform (“**Recruitifi Optimized Fee**”).
- b. Soliciting Agencies will be vetted by Recruitifi and accepted or rejected at Recruitifi’s discretion. If accepted, Soliciting Agencies will voluntarily join the platform operating under the Recruiter Terms and the Recruitifi Optimized Fee.
- c. Legacy Agencies can each be assigned a custom placement fee (“**Legacy Agency Fee**”) based on a percentage of a Candidate’s First Year Salary, OR a flat fee of the Employer’s choosing.
- d. Legacy Agencies may be assigned multiple fee criteria, and the Employer Placement Fee that is ultimately paid is selected by the Employer at the time of hire. Employers agree to use the correct applicable fee based on the criteria that they have input into the Recruitifi platform.
- e. Legacy Agency Fees can be changed at the Employer’s discretion, but are attributed to that Legacy Agency across all the Employer’s JobCasts on the platform.
- f. Legacy Agency Fees shall be paid less a transaction fee of 6% of the Employer Placement Fee.
- g. Legacy Agencies are subject to all provisions applicable to Recruiters throughout these Terms, except where the Terms specifically note alternate provisions for Legacy Agencies, which shall supersede the standard provisions for Recruiters.
- h. These Terms supersede any existing agreements in which the Employer has engaged any Recruiter for the duration of the Employer’s term of use with Recruitifi.

12.7 Commitment

Employer will make commercially reasonable efforts to enforce Recruitifi’s exclusivity for the provision of third party agency services covered in the scope of this agreement. Existing third-party contingency agency recruiting vendors engaged in the submission of candidates to the Employer will be migrated to the Recruitifi platform as Legacy Agencies described above. Newly engaged vendors will be directed to the Recruitifi platform. All vendors will only be engaged for the submission of candidates through the Recruitifi platform. These Terms do not apply if the Employer hires a retained executive search firm, on an exclusive basis, for a one-off position.

12.8 Master Collector/Master Payor.

Employer will pay all Employer Placement Fees directly to Recruitifi. Recruitifi will be responsible for paying all fees owed to Recruiters in connection with any JobCast and related placements made by the Employer, including those payments owed to Legacy Agencies, provided that the

payment is related to a Candidate submitted after the adoption of the Recruitifi platform. Employers are not to pay invoices sent directly from any Recruiters. Any invoice paid to Recruiters outside the Recruitifi system will be considered not paid.

12.9 Other Responsibilities.

Employer is responsible for all the costs and effort associated with recruiting, background checking, on-boarding, and training a Candidate found through a JobCast.

12.10 Default of Payment.

If Employer fails to pay undisputed amounts in accordance with these Terms, Recruitifi may suspend any outstanding JobCasts.

13 GUARANTEE AND REFUNDS.

If a Candidate is hired by Employer and his or her employment is terminated, or notice of termination or resignation has been given or received, for any reason except organizational restructure or redundancy, during the first sixty (60) days following the start date, Employer may request a full refund (“**Refund Request**”) of the Employer Placement Fee in the 60 day time frame. Start Date (Day One) begins at 11:00:00 GMT on the date marked by the Employer. The guarantee period ends at 10:59:59 GMT of the date following Day Sixty (“**Guarantee End**”), and is displayed on the Recruitifi system for the Employer’s clarification.

Refunds will only be considered if the Employer has no invoices overdue more than 30 days, and the Refund Request is made on the Recruitifi Site with the Refund Request workflow before the Guarantee End, and it includes all proper supporting documents. Any other method of communicating a Refund Request will not be valid.

14 TAX.

Recruitifi will use best efforts to stay current on tax laws and to comply with those laws. However, in all circumstances the Employer agrees to rely on its own tax advice and is responsible to pay all taxes where legally obligated to do so by any taxing authority.

In China, all fees that are agreed between Recruitifi and Employer are net of any taxes to be withheld by the Employer. Employer is responsible to withhold and pay all taxes where legally obligated and Employer should ensure that Recruitifi receives the fee agreed, after withholding of any applicable taxes.

15 EMPLOYER NAME; LOGO.

Recruitifi may use the Employer’s company name, logo, or other marks for the purposes of providing the services described herein. Recruitifi acknowledges that all rights, titles, or interests in the marks shall remain the property of the Employer.

16 INDEMNIFICATION AND HOLD HARMLESS.

16.1 Mutual Indemnification.

Recruitifi and the Employer shall indemnify and hold harmless the other party and their parent company, affiliates, officers, directors, and employees from any and all claims, demands, causes of action, liabilities, loss or damage (including reasonable attorneys fees and expenses) due to

the negligent acts or omissions or willful misconduct of that party's employees, up to a maximum liability of one million dollars (\$1,000,000.00).

16.2 Intellectual Property Infringement.

RecruitiFi represents and warrants that the Employer's use of the Site will not violate any rights, including, without limitation, any intellectual property rights of any third Parties. RecruitiFi shall indemnify and hold harmless Employers, their affiliates, officers, directors, employees, and agents harmless from any and all claims or demands and from any losses or damages (including reasonable attorneys' fees and expenses) resulting from any allegations that, if true, would constitute a breach of this representation and warranty.

17 SOLICITATION OF EMPLOYEES.

- a. During the term of these Terms and for a period of one year following its completion or termination, neither RecruitiFi nor Employer shall solicit for employment or hire any employee of the other whose identity the individual responsible for the solicitation or hiring learned in connection with these Terms or Service under it. The foregoing shall not prohibit general solicitations in the media or the hiring of anyone who responds to those solicitations.
- b. Recruiters who have made a placement at an Employer may not solicit for employment or hire any employees actively employed by that Employer for a period of one year following their last placement at the Employer. The foregoing shall not apply to candidates who approach the Recruiter of their own volition or in response to a general advertising or marketing campaign of the Recruiter.

ADDITIONAL TERMS APPLICABLE TO RECRUITERS

18 CANDIDATES AND SUBMISSIONS.

From time to time, Recruiter may submit through the Service information about Candidate(s) whose qualifications match the requirements for the JobCast (each, a "**Submission**" and the act of making a Submission to "**Submit**"). A Submission will become a "**Completed Submission**" when the Candidate has directly confirmed their interest in the position through RecruitiFi. Recruiter may not confirm interest on behalf of Candidates.

18.1 Vetting and Candidate Opt-in.

Prior to making any Submission, Recruiter must have matched the Candidate's qualifications to those stated for the applicable JobCast and obtained consent from the applicable Candidate: (a) for Recruiter to make such Submission; and (b) to the fact that personal data about the Candidate, whether obtained from the Candidate or the Recruiter, may be retained and used by Employer and neither RecruitiFi nor Recruiter controls such Employer or how it uses such data (or where such data is stored by the Employer). Except in jurisdictions where this is expressly prohibited by law, Recruiter will be responsible for checking and confirming any Candidate references, including the confirmation of any professional or academic qualifications as well as certifications or other work permits necessary to satisfy the suitability of the candidate prior to submission for the JobCast.

18.2 Recruiter's Content.

The Content of a Recruiter's profile, and Content within Candidate Submissions exclusively written by the Recruiter for the Submission will be considered the Recruiter's Content for purposes of the Terms. Content generated by the Candidate or relating to the Candidate's personal information, including, but not limited to, their resume, contact information, and written responses within the application, are considered the Candidate's Content. A Candidate may control the Content owned by them and may have certain rights in such Content based on the jurisdiction, notwithstanding anything to the contrary in the Terms. RecruitFi and Company agree to hold in confidence the identity of any Candidate and the Candidate's resume, social security number and other legally protected personal information, and RecruitFi and Company agree to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure. Recruiter shall not be responsible for the accuracy or completeness of any information, documentation, or representations provided by a Candidate, including without limitation resumes, qualifications, certifications, employment history, or other personal information, and Company acknowledges that Recruiter is entitled to rely on such information as provided by the Candidate. Notwithstanding anything to the contrary in these Terms, Recruiter shall only be liable for losses arising from inaccuracies in Candidate-provided information to the extent directly caused by Recruiter's gross negligence or willful misconduct.

18.3 Candidate Ownership.

In order to be eligible for a payment on any hired Candidate ("**Agency Placement Fee**"), a Recruiter must have "**Ownership**" of a Candidate. Ownership will only result from a Completed Submission. The Ownership Period is one hundred eighty (180) days from the date of a Completed Submission.

In the case where only one Recruiter has a Completed Submission for a Candidate at a given Employer, that Recruiter will Own the Candidate for any role at that Employer, including roles that are not posted on RecruitFi, for the duration of the Ownership Period.

If multiple Recruiters submit the SAME Candidate to the SAME Employer, Ownership will be granted accordingly in the following scenarios:

- a. If multiple Recruiters submit the same Candidate to the SAME JobCast, Ownership will be granted to the Recruiter who received the first Completed Submission for that JobCast and the role within that JobCast, not the Recruiter who first entered the Candidate into the Services;
- b. If multiple Recruiters achieve Completed Submissions for the same Candidate on DIFFERENT JobCasts, Ownership will be awarded to the Recruiters at those respective JobCasts. Note that Agency Placement Fees will be awarded to the Recruiter who Owns the Candidate for JobCast with the same role for which they were ultimately hired, regardless of the JobCast where the hire was marked by the Employer;
- c. Should none of the JobCasts correspond to the role for which the Candidate is hired, Ownership and Agency Placement fees will be awarded to the first Recruiter who got a Completed Submission for the Candidate on RecruitFi, provided the Submission was within the Ownership Period. Should the Ownership period have lapsed, Ownership will be awarded to the Recruiter with the next oldest Completed Submission that falls within

the Ownership Period.

18.4 Candidate Rejection.

A Candidate may be Rejected For Ownership if it is subsequently determined that the Employer communicated with such Candidate in the one hundred eighty (180) days prior to the Submission.

18.5 Ownership Disputes.

If there is any dispute related to Ownership of a Candidate (including the validity of any Rejection For Ownership), the final determination will be made solely by Recruitifi.

19 AFFILIATION.

If the Recruiter is associated with an Agency, all of Recruiter's Content, Recruiter's Candidates, points, and any applicable Agency Placement Fees (defined below), will belong to the Agency and not to the Recruiter individually. Recruiter acknowledges and agrees that Recruitifi may work with the Recruiter's Agency to effect the foregoing and Recruiter grants Recruitifi all necessary consents. In addition, Recruiter will not take any action in using the Service that violates any policy of Recruiter's Agency or any condition of your affiliation with the Agency. Without limiting the foregoing, Recruiter will not submit Candidates that have been sourced by the Agency or Recruiter's current or former employing firm or using resources provided by this Agency or firm without the firm's express knowledge and permission to do so on the firm's behalf.

20 RECRUITMENT FEES.

20.1 Submission.

There is currently no payment owed by a Recruiter to Submit a Candidate for a JobCast.

20.2 Fee Criteria.

A "**Successful Placement**" for a Recruiter occurs when a Candidate: (i) is submitted by such Recruiter; (ii) becomes a Completed Submission; (iii) is not Rejected For Ownership; (iv) is ultimately hired by Employer during the period of time such Recruiter has Ownership of the Candidate; and (v) completes the guarantee described in Section 12. Fees ("**Agency Placement Fees**") will be paid to a Recruiter only for Successful Placements.

20.3 Fee Schedule.

Agency Placement Fees will be paid to the Recruiter on the first business day of the month after the Candidate satisfies all of the fee criteria set forth in Section 20.2, provided that Recruitifi has collected the fee in full from the Employer, or thereafter on the first business day of the month after Recruitifi has collected the fee in full from the Employer.

20.4 Fee Rates.

Agency Placement Fees are at the rate noted in each JobCast on the platform ("**Fee Rate**"), which may be a percentage of the Candidate's First Year Salary (as described in Section 12.2), a flat fee set by the Employer, and any additional bonus set by the Employer on the Site. All Agency Placement Fees will be less any applicable amounts described in Section 20.5, 20.6, 20.7, 20.8, 20.10, 20.11, 20.12, or any other fee incurred by Recruitifi in the course of collecting payment from an Employer or distributing payment to a Recruiter for a given.

20.5 Processing Fees.

All Agency Placement Fees shall be paid less a processing fee of 6% of the Employer Placement Fee.

20.6 Matchmaking Fees.

In cases where a Successful Placement is made, and the Recruiter or their Agency was not invited onto the Recruitifi Site by the Employer, Agency Placement Fees will be paid less a matchmaking fee of 14% of the Employer Placement Fee.

20.7 Collection.

Payment of the Agency Placement Fee is contingent upon Recruitifi's receipt of the Employer Placement Fee for the JobCast. Should an Employer withhold payment, Recruitifi will delay payment to the Recruiter until receipt of payment from the Employer.

Should the Employer refuse to or be unable to pay the Employer Placement Fee, Recruitifi is NOT responsible for paying the Agency Placement Fee. Recruiter will not hold Recruitifi liable for any such fees and agrees to hold harmless Recruitifi for any damages and costs incurred as a result of unpaid fees.

Recruitifi will endeavor to collect payment from the Employer in a timely manner. Recruiter waives all rights to collect any Agency Placement Fee from the Employer and is not to contact the Employer for the purposes of collecting fees. Any attempts by the Recruiter to invoice the Employer directly or collect directly from the Employer will result in the withholding and possible forfeiture of the related fees, as well as termination of the Recruiter's membership on the Site and Service.

Any Agency Placement Fees will be paid less any amount incurred by Recruitifi to collect the Employer Placement Fee.

20.8 Payment Processing.

Recruitifi uses a third-party Payments Service Provider ("PSP"). Recruiter will be required to utilize the current PSP in use by Recruitifi in order to receive any Agency Placement Fees. All Agency Placement Fees will be paid to Recruiter less any fees incurred by Recruitifi from the PSP or any other part of the payment process.

Recruiter is solely responsible for inputting the correct banking information into the PSP. All payments from Recruitifi will be made to the account in the PSP, and Recruitifi is not responsible for payment errors due to errors on the part of the Recruiter or the PSP. Recruiter is solely responsible for safeguarding their passwords and accounts to prevent any unauthorized access or alteration to the payment accounts entered into the PSP.

Certain Employers mandate the use of their own PSP. The above terms also apply to Employer's PSPs.

20.9 Recruiter Payment Organizations.

Recruiter may belong to a shared organization on the Recruitifi platform that accepts payments to a common bank account for all Recruiters under this organization ("**Recruiter Payment Organization**"). Members of the Recruiter Payment Organization are responsible for ensuring that

only authorized Recruiters within the Recruiter Payment Organization are given permissions on RecruitFi to access information on the PSP. RecruitFi takes no responsibility in assigning those permissions. Any alteration of the bank account information on the PSP is at the sole discretion of the members of the Recruiter Payment Organization, and RecruitFi is not responsible for any unauthorized access or alteration to the payment accounts entered into the PSP for the Recruiter Payment Organization due to errors on the part of members of the Recruiter Payment Organization.

20.10 Income Tax.

Recruiter is solely responsible for filing all tax returns and submitting all payments as required by any federal, state, local, or foreign tax authority arising from payments to Recruiter under these Terms, and Recruiter agrees to do so in a timely manner. If applicable, RecruitFi will report the payments paid to Recruiter under these Terms to relevant government entities by filing Form 1099-MISC with the Internal Revenue Service or other similar forms in other countries as required by law.

If RecruitFi is required by law to retain any withholding of direct taxes or income taxes prior to payment, all Agency Placement Fees will be paid less those withholdings.

20.11 Sales Tax.

In the United States, unless otherwise noted, the Recruiter is not responsible for paying sales tax due to a resale exemption, where all Candidates have been resold to the Employer by RecruitFi. Unless expressly notified otherwise, RecruitFi will collect sales tax from the Employer and remit sales tax to the appropriate tax authority when applicable.

Outside of the United States, tax rules vary. Any guidelines provided by RecruitFi on VAT, GST, HST, use tax, and any other local indirect taxes, collectively "**Indirect Tax**," are for informational purposes only. RecruitFi's Indirect Tax policies are formed under the guidance provided by external tax consultants. Alternative interpretations of tax code provided by Agencies will not affect RecruitFi's Indirect Tax policies in any way. Agencies agree to confirm any Indirect Tax treatment with their own tax experts to determine where they are legally obligated to pay Indirect Tax to any taxing authority. RecruitFi shall not be relied on for any tax advice and will not be liable for any damages, fines, underpayments, or overpayments in relation to RecruitFi's Indirect Tax policies or the Agency's decisions on how to treat Indirect Tax. Payments are inclusive of Indirect Tax for any Agency Placement Fee where RecruitFi has informed the Agency that Indirect Tax is due or the Agency believes that Indirect Tax is due. Unless expressly notified otherwise, Agencies will be responsible for remitting Indirect Tax to the proper tax authorities.

20.12 Miscellaneous Withholdings.

RecruitFi reserves the right to withhold funds from the Recruiter if RecruitFi in its sole discretion deems that funds are owed by the Recruiter to another party in connection to the Service. If any funds are in question, RecruitFi may delay payment of funds to the Recruiter until a decision has been made by RecruitFi.

20.13 Scope of Submission.

The Terms cover only Submissions and does not cover (and no fees will be paid for) any candidate or resume that a Recruiter may provide outside of the foregoing process (including

Candidates referred via email to the Employer or directly to hiring managers by resume or in any other form).

21 RELATIONSHIP WITH RECRUITERS.

21.1 Pre-existing Agreements.

Recruiter agrees that these Terms supersede any existing agreements in which the Employer has engaged the Recruiter or their Agency for contingent search for the duration of the Employer's term of use with Recruitifi.

21.2 Independent Contractors.

Nothing in this Agreement is intended or should be construed to create a partnership, joint venture, or employer-employee relationship between Recruitifi and Recruiter. Recruiter will take no position with respect to or on any tax return or application for benefits, or in any proceeding directly or indirectly involving Recruitifi that is inconsistent with Recruiter being an independent contractor (and not an employee) of Recruitifi. Recruiter is not the agent of Recruitifi and is not authorized, and must not represent to any third party that Recruiter is authorized, to make any commitment or otherwise act on behalf of Recruitifi.

21.3 No Benefits.

Recruiter is not entitled to or eligible for any benefits that Recruitifi may make available to its employees, such as group insurance, profit-sharing, or retirement benefits. Because Recruiter is an independent contractor, Recruitifi will not withhold or make payments for social security or payroll taxes of any kind, make unemployment insurance or disability insurance contributions, or obtain workers' compensation insurance on Recruiter's behalf, nor will Recruiter be entitled to any of the foregoing. If, notwithstanding the foregoing, Recruiter is reclassified as an employee of Recruitifi, or any affiliate of Recruitifi, by the U.S. Internal Revenue Service, the U.S. Department of Labor, or any other federal, state or foreign agency as the result of any administrative or judicial proceeding, Recruiter agrees that Recruiter will not, as the result of such reclassification, be entitled to or eligible for, on either a prospective or retrospective basis, any employee benefits under any plans or programs established or maintained by Recruitifi. In addition, Recruiter waives any and all rights, if any, to participation in any of the fringe benefit plans or programs including, but not limited to, health, sickness, accident or dental coverage, life insurance, disability benefits, severance, accidental death and dismemberment coverage, unemployment insurance coverage, workers' compensation coverage, and pension or 401(k) benefit(s) provided by Recruitifi to its employees. Recruiter will comply with all applicable federal, state, local, and foreign laws governing self-employed individuals, including laws requiring the payment of taxes, such as income and employment taxes, and social security, disability, and other contributions.

22 RECRUITER COMMITMENTS.

22.1 JobCast Confidentiality.

Recruiter will keep confidential the details of a specific JobCast (including salary) and the details surrounding the Employer associated with such JobCasts, except that Recruiter may confidentially share such details on a private and direct basis with prospective Candidates. An Employer's logo, company name, names of hiring managers or any other Employer staff member may not be used publicly in writing or in private solicitation of prospective Candidates. Recruiter

will not share any confidential or personal information surrounding such new hires to any third parties (including but not limited to Employer or Recruitifi competitors) and may only retain and use such information in the aggregate form (i.e. de-identified) for their internal business purposes only and only for so long as allowed by applicable law.

22.2 Recruiter Warranties.

Recruiter represents and warrants that it will not:

- a. Use Recruitifi's or the Employer's name and/or logo in any promotional materials or any other materials that Recruiter generates for their own purposes without Employer's prior written consent;
- b. Solicit any Candidate that they have placed at an Employer through Recruitifi for employment opportunities as long as the Candidate remains employed by the Employer;
- c. Solicit for employment or hire any employee actively employed by any Employer where the Recruiter has made a placement for a period of one year following their last placement at the Employer;
- d. Directly or indirectly solicit, induce, recruit, encourage, or otherwise endeavor to cause or attempt to cause any employee or consultant of the Employer to leave their current position for the purposes of being submitting as a Candidate to a JobCast on Recruitifi for a different position within that Employer's company or affiliated companies;
- e. Solicit any Recruitifi employee for employment opportunities for a period of one year following their Termination of the Recruitifi Service;
- f. Solicitation clauses in Sections 22.2(b), 22.2(c), 22.2(d), and 22.2(e) shall not apply to candidates who approach the Recruiter of their own volition or in response to a general advertising or marketing campaign of the Recruiter;
- g. Initiate contact with employees of Recruitifi, other Recruiters, or Employers outside of the Site or Services (including in a dispute, for any inquiries about active JobCasts or solicitations for the use of the Recruiter's direct services or placement of the Recruiter's Candidates outside of Recruitifi), provided that the foregoing will not prohibit communication initiated by the Employer;
- h. Make any disparaging or defamatory comments to an Employer or Candidate about another Recruiter on the Recruitifi platform. Legitimate complaints should be brought to Recruitifi, never to third Parties;
- i. Identify Employer's name without first establishing the potential candidate's interest in the applicable JobCast under assignment to source potential candidates;
- j. Make claims to be a direct representative, employee, or agent of either Recruitifi or the Employer, and will not identify themselves as such in writing or via phone when communicating with Candidates;
- k. Submit Candidates who are not qualified and directly applicable to the Employer's Jobcasts.

- I. Submit to Recruitifi any Candidates about whom it is aware of any restrictions that would prevent them from accepting employment with Employer, nor will Recruiter present any Candidate where Recruiter is aware of any basis upon which another search firm would be entitled to compensation by reason of the Candidate accepting employment with Employer; and
- m. Inquire about a Candidate's salary history.

Any breach of the Terms, including any violation of the warranties in this section will result in Recruitifi terminating the Recruiter's User Account, and any User Accounts at the Recruiter's Agency in accordance with Section 7.

22.3 OFCCP; EEOC Compliance.

Should the Employer be a federal contractor, they will have certain obligations regarding record retention with respect to job applicants, including "Internet Applicants" (as defined by the OFCCP and the EEOC). These record retention requirements are set forth in 41 CFR §60-1.12. Due to the services Recruiter provides to Employer through Recruitifi, Recruiter will comply with 41 CFR §60-1.12 with respect to all searches performed for Employer, which includes: (a) maintaining a record of the position for which each search of a database was made; (b) corresponding to each search, the substantive search criteria used; (c) the date of the search; and (d) the resumes of job seekers who met the basic qualifications for the particular position. These records will be made available to Employer upon request.

23 INDEMNIFICATION.

Recruiter shall indemnify and hold harmless Recruitifi, its officers, directors, employees, and agents, as well as Recruitifi Employers, their affiliates, officers, directors, employees, and agents from any and all claims, demands, causes of action, liabilities, loss or damage (including reasonable attorneys fees and expenses), up to a maximum liability of one million dollars (\$1,000,000.00), arising out of or related to: (a) Recruiter's breach of their representations, warranties, or obligations under this Agreement, (b) gross negligence or willful misconduct of the Recruiter, their employees, agents, subcontractors and representatives, or (c) any illegal act by Recruiter, including all Federal and local laws governing them, Recruitifi, the Candidate, or the Employer. This clause shall only apply to losses suffered by the relevant indemnified party as a direct result of a third-party claim against the relevant indemnified party, and shall only apply to the extent of such third party claim. In no event shall the Recruiter be responsible for indirect, incidental or consequential damages, or any damages in excess of the direct loss or damages amounting to the third party claim and reasonable attorney fees and expenses. Recruiter's obligation to indemnify does not extend to the acts or omissions of Candidates or claims arising from the negligence or willful misconduct of Employers or Recruitifi.

Where the Recruiter becomes liable to Recruitifi, the Employer, and/or any associated entities or individuals ("**Indemnified Parties**") under the provisions of the Terms, Recruitifi agrees to: (a) use all reasonable efforts to minimize any amounts claimed by the Indemnified Parties under any indemnities and/or liabilities; (b) promptly notify the Recruiter in writing of any matter which may result in a claim under any such indemnities and/or liabilities; (c) make no admission nor make any statement which may prejudice the defense of such matter (the subject of the indemnity); (d) give the Recruiter sole conduct and control of such matter (and any related settlement

negotiations); and (e) give the Recruiter full assistance and cooperation in the defense of such claim.

24 INSURANCE

Recruiter or their Agency will carry at a minimum commercial general liability insurance and professional liability (professional errors and omissions insurance), with limits sufficient to cover the liability and indemnification limits set forth in these Terms. Recruiter or their Agency will also carry any additional insurance coverages that are commensurate to the nature of the professional endeavors in which they are engaged in relation to these Terms.

ADDITIONAL TERMS APPLICABLE TO CANDIDATES

25 CANDIDATE ACCOUNTS.

Candidates cannot create Accounts on the Service. However, when you confirm any personal information about yourself on the Service, you agree to our Terms and any such information or content becomes Your Content and is subject to our Terms. We reserve the right to modify, reformat or remove certain components of Your Content to enable Your Content to be used in the Service.

26 ACCESS TO AND TRANSFER OF CANDIDATE INFORMATION

The Candidate recognizes that individuals related to the hiring process, including but not limited to the Recruiter that submitted the Candidate, other representatives of the Recruiter's Agency, representatives of the Employer that owns the JobCast for which the Candidate has Completed their Submission, or members of the Recruitifi team may access the information provided by the Candidate and their representing Recruiter. Some of these individuals may be accessing this information from locales outside of the Candidate's country or region. The Candidate gives full consent for these individuals to access and transfer the Candidate's information in relation to the hiring process.

Similarly, Candidate information may be automatically or manually transferred to other software platforms including CRMs, Applicant Tracking Systems, video interviewing platforms, or interview scheduling tools. The Candidate gives full consent to have their information transferred to other softwares that are related to the hiring process.

27 RIGHT TO REPRESENT

Candidates may be Submitted for JobCasts by a Recruiter on the Recruitifi Site. Candidates must confirm their interest in the JobCast through the link provided to them by the Recruitifi system in order to have a Completed Submission. Candidate information will only be shared with an Employer once a Completed Submission is achieved through Candidate confirmation. Upon Completing the Submission, the Candidate is confirming that the submitting Recruiter is assigned the rights to Agency Placement Fees associated with Successful Placement of that Candidate ("Right to Represent") in accordance with Section 18.3. The Right to Represent is binding, and the Candidate may not choose to revoke the Recruiter's Right to Represent or assign that Right to Represent to another Recruiter.