

TEMP TERMS

DEFINITIONS AND DECLARATIONS

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**"). THE SITE AND SERVICE COLLECTIVELY MAY BE REFERRED TO AS THE "**PLATFORM**". RECRUITIFI'S SITE AND SERVICE IS ACCESSIBLE TO DISTINCT SETS OF INDIVIDUALS AND ENTITIES WHO WILL MAKE USE OF THE PLATFORM ("**USERS**"). A "**COMPANY**" IS AN ENTITY THAT CREATES SUB-ACCOUNTS ON THE SERVICE FOR "**INDIVIDUAL USERS**" SUCH AS EMPLOYEES OR OTHER PERSONNEL AUTHORIZED TO USE THE SERVICE ON THE COMPANY'S BEHALF ("**AUTHORIZED USER**"). AUTHORIZED USERS CREATE "**POSITIONS**," WHICH ARE OPEN JOB REQUISITIONS FOR COMPANIES ON RECRUITIFI SEEKING TO ENGAGE "**CANDIDATES**". CANDIDATES ARE SUBMITTED BY INDIVIDUAL USERS CALLED "**RECRUITERS**", WHO SUGGEST AND SUBMIT CANDIDATES TO COMPANIES ON BEHALF OF AN ENTITY CALLED A "**STAFFING FIRM**". ALL USERS ARE REQUIRED TO AGREE TO THESE TERMS ("**TEMP TERMS**"). BY CLICKING THE "SIGN UP" BUTTON, ACCEPTING THESE TEMP TERMS, OR BY USING RECRUITIFI'S SITE AND/OR ANY SERVICES RELATING TO THESE TEMP TERMS, USERS AGREE TO THESE TEMP TERMS OF SERVICE.

All Individual Users represent that their use of the Service, and their ability to agree to these Temp Terms has been sanctioned by any Entity that they represent. Users acknowledge that their actions on the Platform may have binding financial effects on the Entities that they represent. Companies acknowledge that Authorized Users added to the Platform will agree to these Temp Terms, and Companies will only invite individuals that are able to take actions on the Platform on behalf of the Company to be Authorized Users under these Temp Terms. Users will have different levels of control over the Entity as designated in the Platform. "**Administrative Users**" are Individual Users that have the ability to take actions that affect the entire Entity, such as adding cost centers in new countries or terminating the Service as covered herein.

Users may not use the Service, or accept these Temp Terms, if (a) Individual Users, Candidates or Resources are under 18 years of age, or are not of legal age to form a binding contract with Recruitifi, whichever is higher; or (b) Users are prohibited by law or a contract or agreement they have with another company or entity from receiving or using the Service.

Recruitifi may change elements of its Service from time to time at its sole discretion. Should Recruitifi make substantial changes to the Temp Terms, Recruitifi will notify Users by sending an email to the last email address Users provide to Recruitifi or by posting notice of the change on the Site. Any material changes to these Temp Terms will be effective immediately for any and all subsequent Positions pursuant to User's consent, but will not affect any Position existing prior to

the date of such notice unless required by law.

Any changes will only affect the Temp Terms, and will not affect addendums or other agreements that the User has entered into with RecrutiFi. RecrutiFi may require User to provide consent to the updated Temp 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 Temp Terms in their entirety. 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 Temp Terms, RecrutiFi 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 in Section 10. RecrutiFi warrants and represents that it has the authority to grant the license and rights specified herein.

1.2 Limitations.

Users agree that Users will not: (a) permit any third party to access and/or use the Service; (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 features, functions or graphics of the Service, or (iii) copy any features, functions or graphics of the Service; (e) without RecrutiFi'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) publicly perform or publish any performance or benchmark tests or analyses relating to the Service or the use thereof to any entity outside of User (excluding User's auditors and any parent, subsidiary, or affiliate companies); 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). For the avoidance of doubt, Staffing Firms are permitted to communicate directly with Companies through the Site or Service or otherwise for the purpose of developing business relationships and delivering staffing services to Companies.

1.3 Usernames and Passwords.

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

1.4 IP Ownership.

The Service and any of the RecrutiFi'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 RecrutiFi in providing the Service and as well as any intellectual property rights therein (the "**RecrutiFi Technology**") is the exclusive property of RecrutiFi 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 RecrutiFi Technology, or any part thereof, including any right to obtain possession of any source code, data or other technical material relating to the RecrutiFi Technology. All rights not expressly granted to Users are reserved to RecrutiFi. Ownership of all work product, developments, inventions, or technology provided by RecrutiFi under these Temp Terms will be solely owned by RecrutiFi. RecrutiFi, in its sole discretion, may utilize comments and suggestions, whether written or oral, furnished by Users to RecrutiFi for the purpose of providing feedback of the Service (all such comments and suggestions, collectively, "**Feedback**"). Users hereby grant RecrutiFi a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback into RecrutiFi products and services, except that if such Feedback is published or otherwise shared outside of RecrutiFi it shall not include the User's name without the prior written approval of the mentioned User.

2 USE OF THE SERVICE

2.1 Relationship of the Users and RecrutiFi

Individual Users and their Entities are bound to RecrutiFi by these Temp Terms. Individual Users

or Entities may use the Recruitifi Platform to engage with other Individual Users or Entities. Engagement (“**Engagement**”) is any action taken by one Individual User or Entity to connect with another Individual User or Entity on the platform. For example, Engagement may include a Company inviting a Recruiter to work on a Position, or a Recruiter submitting a Candidate to a Company. Simply creating an account or agreeing to these terms with Recruitifi does not constitute Engagement with any other Individual User or Entity. If there is Engagement between two Individual Users or Entities on the Platform, the parties acknowledge and agree that they will become third party beneficiaries of these Temp Terms with the ability to enforce any clause that is relevant to their level of Engagement with the other Individual User or Entity, as applicable solely to the extent necessary to enforce their rights and obligations in connection with their direct Engagement with another Individual User or Entity, as applicable.

Companies will use the Recruitifi Service to Engage with Recruiters that will present Candidates as potential temporary contracted “**Resources**.” If the Company selects a Candidate to act as a Resource, the Company will join into an agreement directly with the Recruiter’s Staffing Firm through a statement of services (“**Statement Of Services**” or “**SOS**”) on Recruitifi. The SOS creates a direct contractual relationship between the Company and the Staffing Firm, binds the Company and the Staffing Firm under the Temp Terms in full, and defines additional binding details of the agreement related to that Resource. In the event of a conflict between this Temp Terms Contract and an SOS, the SOS shall prevail with regard to the placement of the applicable Resource.

2.2 Company Use of the Service

All Positions posted on Recruitifi must be for bona fide Positions where the Company has the need and budget to support contracted Resources. Company will make commercially reasonable efforts to communicate the progress of Candidates through the Site (e.g., when Candidates are contacted, dispositioned, interviews are scheduled and completed, Resources are selected, etc.). Company will also input the details of any SOS into the Site within a reasonable timeframe. No Candidate may be used as a Resource until an SOS has been completed in full and executed by both Company and Staffing Firm.

Company may communicate directly with Candidates who have been submitted and the Recruiters who have submitted such Candidates and may require Candidates to submit applications through Company’s website, HRIS, Applicant Tracking System, and/or other systems provided that Ownership (as defined in Section 3.4 or the SOS, as applicable) of the Candidate is still retained by Staffing Firm. Notwithstanding anything to the contrary, Company shall include Staffing Firm on all communications with Candidates.

2.3 Company Authorized Users

Company may create sub-accounts on the Service for one or more Authorized Users. In such event, an Administrative User of the Company will create and manage the Authorized User credentials. Company will not permit any party to access and/or use the Service, other than the Authorized Users. Company will ensure that each username and password issued to an

Authorized User will be used only by that Authorized User. Company 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. Company will ensure all Authorized Users agree to and comply with the Temp Terms and Company is solely responsible for any act or omission by such Authorized User. Payments related to any SOS engaged in by an Authorized User are the sole responsibility of the Company.

3. CANDIDATES AND SUBMISSIONS

From time to time, a Company may post a Position seeking Candidates for temporary contracts, Recruiters may submit through the Service information about Candidate(s) whose qualifications match the requirements for the Position (each, a "**Submission**" and the act of making a Submission to "**Submit**"). If selected for the Position by the Company, the Candidate will be considered a Resource ("**Resource**"). Staffing Firms shall only recruit, screen, interview, and hire for Positions that have been posted by authorized Company Users on RecrutiFi.

RecrutiFi makes no guarantees related to the quality or quantity of Candidates submitted for any Position.

3.1 Vetting and Candidate Opt-in.

Prior to making any Completed Submission (as defined in Section 3.3), Recruiter must have matched the Candidate's general qualifications to those stated for the applicable Position and must have established and be able to evidence a lawful basis under applicable data protection law for submitting the Candidate's personal data through the Service. Recruiter must also have informed the applicable Candidate: (a) that the Recruiter intends to make such Submission, the Candidate's confirmation of which is required in accordance with Section 3.3; and (b) that personal data about the Candidate, whether obtained from the Candidate or the Recruiter, may be stored by RecrutiFi in its system and retained and used by the Company as an independent controller. No Candidate personal data is disclosed to a Company until the Candidate has confirmed the Submission for that specific Position in accordance with Section 3.3, and a Candidate may withdraw from consideration at any time. Neither RecrutiFi nor Recruiter controls such Company or how it uses such data (or where such data is stored by the Company).

Staffing Firm will be solely responsible for all pre-assignment screening, background checks, reference checks, and testing of Resources in a manner consistent with Requirements put forth in the Position, the SOS, and as may be required or allowed by law, including any related recordkeeping, and including pre-screening of all candidate resumes or profiles before submitting them on RecrutiFi. Staffing Firm shall make reasonable efforts to ascertain the accuracy of the candidate's background, education and experience, including the confirmation of any certifications or work permits necessary to satisfy the suitability of the Candidate through the completion of any background checks or screenings required by Company and detailed in the SOS. Staffing Firm will ensure that Resources are legally authorized to work in the country where they are being engaged as a Resource.

RecrutiFi will not be responsible in any way for any Candidate submissions, verification of their eligibility to work in the United States, their ability to perform the tasks described in the Position, their background checks, their selection as Resources for the Company, or the details of the SOS.

In complete satisfaction of its obligations under this Section 3.1, Staffing Firm shall perform pre-assignment screening and any other pre-assignment tasks on Resources in accordance with, and only to the extent specified in, the applicable SOS, and within the RecrutiFi platform. In the event of a conflict between what is provided within the RecrutiFi platform and the SOS, the SOS shall prevail for the purposes of the applicable Resource.

3.2 Recruiter and Staffing Firm's Content.

As a Recruiter, the Content of any Submission will be considered the Staffing Firm's Content and Staffing Firm shall retain access and all ownership and intellectual property rights to information related to Candidates provided to RecrutiFi by or on behalf of Staffing Firm for purposes of these Temp Terms, even if subsequently confirmed by Candidate. However, an individual Candidate may control the Content relating to him or her and may have certain rights in such Content, notwithstanding anything to the contrary in these Temp Terms. Notwithstanding anything to the contrary, RecrutiFi 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 RecrutiFi and Company agree to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.

3.3 Submission Criteria; Confirmation.

A Submission will be "**Completed**" when the Candidate has directly confirmed their interest in the position in the form of a response to a communication from RecrutiFi. Recruiter may not confirm interest on behalf of Candidates. By confirming interest in a Position, the Candidate represents that they are at least 18 years of age, or of legal age to form a binding contract with RecrutiFi in their jurisdiction, whichever is higher. The Service is intended for working professionals and is not directed to children. RecrutiFi does not knowingly collect personal information from any individual under 18 years of age, and will delete such information in accordance with the RecrutiFi Privacy Policy if it becomes aware that such information has been collected.

3.4 Candidate Ownership.

In order to be eligible to enter into an SOS relating to a Candidate a Recruiter's Staffing Firm must have "**Ownership**" of that Candidate on RecrutiFi. Ownership will only result from a Completed Submission. The "**Ownership Period**" is one hundred and eighty (180) days from the date of a Completed Submission or the completion of an active SOS, whichever date is later.

In the case where only one Recruiter has a Completed Submission for a Candidate at a given Company, that Recruiter's Staffing Firm will Own the Candidate for any role at that Company, including roles that are not posted on RecrutiFi, for the duration of the Ownership Period. The

foregoing sentence shall be inapplicable where a Candidate is submitted to Company without a Position.

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

- a. If multiple Recruiters submit the same Candidate to the SAME Position, Ownership will be granted to the Staffing Firm of the Recruiter who received the first Completed Submission, not the Recruiter who first entered the Candidate into the Services;
- b. If multiple Recruiters achieve Completed Submissions for the same Candidate on DIFFERENT Positions, Ownership will be awarded to the Staffing Firms of the Recruiters at those respective Positions. Note that an SOS may only be entered into by the Recruiter who Owns the Candidate for Position with the same role for which they were selected, regardless of the Position where the SOS was initiated by the Company;
- c. Should none of the Positions correspond to the role for which the Candidate is selected for an SOS, Ownership and the SOS will be awarded to the first Recruiter who attained a Completed Submission for the Candidate on RecrutiFi, 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.

3.5 Candidate Rejection.

A Candidate may be "**Rejected**" for Ownership if it is subsequently determined that the Company communicated with such Candidate in the one hundred eighty (180) days prior to being made aware of the Candidate through the Submission for the Position. Company shall provide documented, two-way communication with a Candidate, where a Candidate either initiated outreach or responded to outreach from the Company. Company will promptly notify RecrutiFi of such fact upon becoming aware thereof.

3.6 Candidate Hired by Company

If prior to the engagement of a Candidate as a Resource through an SOS, the Company instead decides to hire the Candidate directly as an employee, and the Candidate is still covered under the Ownership Period, a fee will be owed to the Staffing Firm. The fee will be calculated according to the conversion rate that would have been paid on day one (1) of the conversion fee schedule agreed upon between the Company and the Staffing Firm for that Position through the Platform.

Conversions will be based on the "**First Year Salary,**" which 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.

3.7 Assignment of Ownership and Disputes.

RecrutiFi will be the sole party responsible for assigning ownership in accordance with these Temp Terms. As such, if there is any dispute related to Ownership of a Candidate (including the validity of any Rejection of Ownership by a Company or Submissions by a Recruiter), the final determination of Ownership will be made solely by RecrutiFi.

4. ENGAGEMENT OF A RESOURCE

4.1 Employer of Record

The Company will not act as the employer for any Candidate engaged as a Resource, unless the Resource is converted to an employee in accordance with the conversion table stated in the SOS. Company shall not include Resources in Company's benefits plans, policies, and practices, make any offer or promise relating to Resources' compensation or benefits, or take any action that would imply that the Company is the employer of any Resources.

Staffing Firm will act as the Employer of Record ("**Employer of Record**") for any of their owned Candidates that are selected as Resources by the Company. Any agreement on the Platform between the Company and Staffing Firm shall not be construed to create any association, partnership, joint venture, employee, or agency relationship between Company and Staffing Firm for any purpose.

As the Employer of Record, the Staffing Firm shall be solely responsible for human resource managing, disciplining, and terminating its assigned Resources. Staffing Firm is solely responsible for all required general, non-site-specific training of Resources under federal, state, and local laws, including those regarding anti-harassment, anti-retaliation, anti-discrimination, general workplace safety training and other applicable laws. Staffing Firm shall be solely responsible for paying Resources' wages (including overtime and holiday pay in accordance with local laws), granting holiday, sick leave/PTO, and FMLA leave, offering applicable Resources "minimum essential coverage" as required by the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010, as amended (including the valid and binding

governmental regulations, court decisions and other regulatory and judicial authority issued or rendered thereunder) (“ACA”) as described in this Section 4.1, and providing other benefits as Staffing Firm deems appropriate. Staffing Firm will comply with all provisions of the ACA applicable to the Resources, including the employer shared responsibility provisions relating to the offer of “minimum essential coverage” to “full-time” employees (as those terms are defined in §4980H of the Internal Revenue Code of 1986, as amended (including the valid and binding governmental regulations, court decisions and other regulatory and judicial authority issued or rendered thereunder) (“Code”)) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations. Not in limitation but in amplification of the preceding sentence, to the extent applicable, Staffing Firm will comply with the staffing firm safe harbor described in Treasury Regulation §54.4980H-4(b)(2) when designing its offer of “minimum essential coverage” to “full-time” employees and the related fee paid by [Client] with respect to the Resources who enroll in such coverage. The Staffing Firm will pay, withhold, and transmit necessary federal, state, and local taxes as well as all required payroll-related taxes including FUTA, SUTA, and FICA. The Staffing Firm will provide unemployment insurance and workers' compensation in an amount no less than required by law, and handle workers' compensation and unemployment claims involving Resources. Staffing Firm will pay overtime and holiday pay in accordance with applicable laws.

Staffing Firm shall indemnify Company against any claims made by or on behalf of such Resources in accordance with the indemnification terms set forth in Section 12. Any agreement on the Platform between the Company and Staffing Firm shall not be construed to create any association, partnership, joint venture, employee, or agency relationship between Company and Resources for any purpose. Resources have no authority (and shall not hold themselves out as having authority) to bind Company; and Resources shall not make any agreements or representations on Company's behalf without Company's and Staffin Firm's prior written consent.

Staffing Firm will not take any action that would imply that the Company is the Employer of Record for any Resources, or make promises about future employment by the Company.

4.2 Pre-Assignment Requirements and Documentation

Staffing Firm will complete or ensure that the Resource completes any pre-assignment requirements, whether required by law or by the Company, including the signing of any agreements required by the Company. Staffing Firm will conform to any other requirements or additional documents included by the Company within the Position as set forth in a SOS and only to the extent permitted by applicable law. To the extent Staffing Firm is legally obligated to compensate Resource for the review of Company documents or attendance at Company-required trainings prior to their start, Company agrees to be billed and to pay for such time at the bill rates specified in the applicable SOS.

4.3 Assignment of Resources

Only an Authorized User from a Company may select a Candidate for assignment as a Resource. Staffing Firm will not have any Candidate provide any work product or expend any time on behalf

of a Company without prior selection by the Company as a Resource and execution of the applicable SOS. Any time worked by any Candidate without prior approval as a Resource and execution of an SOS will not be billable. Staffing Firm shall not remove or replace Resources without providing reasonable notice to Company.

4.4 Company Work Environment

The Company will provide Resources with a safe, clean work environment in accordance with OSHA standards and all applicable local, state, and federal laws. The Company will provide the appropriate information, training, hardware, software, and equipment required for the Resource to properly operate for the Company. The Company agrees to train, certify, evaluate, and orient all Resources in all applicable safety, Injury and illness prevention programs (IIPP), hazardous communication (MSDS information, etc.), and operational instructions in the same manner as Company employees and as required by policy or by law. To the extent a Resource is obligated to meet site-specific training requirements in order for the Company to comply with applicable site-specific legal requirements, as part of Company's on-boarding process commencing on the Resource's first day of assignment, the Company shall provide the Resource with all necessary training before placing the Resource into the work environment and before allowing the Resource to commence the specific assignment. The Company will notify the Staffing Firm immediately in the event of an accident or medical treatment of any Resource and will provide a completed supervisor's report of injury and other related information reasonably requested by Staffing Firm.

The Company will be responsible for the daily management and operational supervision of Resources performing Company's work and will be responsible for Company's business operations, products, services, and intellectual property. The Company will properly safeguard and control the Company's premises, processes or systems, and shall not entrust Resources with unattended premises, property, or other valuables without Staffing Firm's express prior written approval or entrust Resources to take any action not set forth in the job description, as listed in the applicable SOS, or reasonably implied for their position.

4.5 Duties

Company shall ensure that Resources perform only the duties and functions, and those immediately related to the duties and functions, set forth in the "Scope of the Position" section of the SOS. The Company will not substantially change Resources' job duties without Staffing Firm's express prior written approval. Resources shall not be assigned or permitted to perform any other duties or functions for the Company without the Staffing Firm's written permission. Should the Company violate this clause, the Company shall be liable to and shall defend and indemnify the Staffing Firm for all claims, damages or expenses relating to such breach notwithstanding anything to the contrary in Section 12.

4.6 Standards of Work

Staffing Firm guarantees that Resources will possess the proper skills and qualifications to perform any duties listed in the job description and the SOS. The Staffing Firm will act on any feedback from the Company to ensure that all Resources provided to the Company meet all Company's expectations.

Staffing Firm does not warrant or guarantee that Resources will produce any particular result, work product, deliverable, or any solution to Company's particular needs.

4.7 Tenure Tracking.

The Service calculates each Resource's cumulative time on assignment with a Company from the assignment start dates and timesheet records recorded on the Platform, beginning with the Resource's first assignment recorded on the Platform, and can notify the Company when that duration approaches a threshold configured by the Company. Time worked before the Company's adoption of the Platform, or not recorded on the Platform, is not included in the calculation. Tenure notifications are informational only and are provided as a convenience. Any tenure limit is the Company's own internal policy, and the Company remains solely responsible for setting, monitoring, and complying with its tenure limits and with any legal obligations relating to the duration of contingent worker engagements. Neither Recruitifi nor the Staffing Firm warrants that any notification will be issued or issued at any particular time, and no missed, delayed, or inaccurate notification will give rise to liability of Recruitifi or relieve the Company of its responsibilities under this Section.

5. INSURANCE

5.1 Staffing Firm Coverage

At all times while Staffing Firm is engaged to submit Candidates to a Position, or is employing a Resources selected for a Position, Staffing Firm shall, at its sole cost and expense, carry the types and limits of insurance or other coverage requested by the Company in the Position and included in the SOS. Recruiters will be asked to confirm through the Platform, and will not confirm without express knowledge, that their Staffing Firm carries the necessary insurance prior to accepting the Position. Staffing Firm will be responsible for carrying the insurance confirmed by the Recruiter. Should it be found that the Staffing Firm does not carry the insurance required for the Position after an SOS has been enacted, the Staffing Firm will have ten (10) business days to bring their insurance coverage inline with the requirements, or the SOS will be terminated. Staffing Firm shall provide Company with proof of such coverage at any time upon request. For the purposes of these Temp Terms, Staffing Firm and Company will agree upon uniform insurance requirements that shall be included in every SOS without change. In the event of a conflict between insurance requirements listed in a Position and in a SOS, the terms in the SOS shall prevail.

5.2 Workers' Compensation

At all times while Staffing Firm is engaged to submit Candidates to a Position, or is employing a Resource selected for a Position, Staffing Firm will maintain Workers' Compensation insurance in full limits as required by law. If any direct claim for Workers' Compensation benefits is asserted

against Company by any Resource covered under an SOS, then, upon written notice from Company, Staffing Firm shall undertake to defend Company against such covered claim and shall indemnify and hold Company harmless from and against any such covered claim to the extent of all benefits awarded, except to the extent such harm resulted from Company's negligence.

6. PAYMENTS

6.1 Statement Of Services

Upon selection of a Resource by the Company, the Company and Staffing Firm will agree to an SOS that will set forth the terms of engagement for the Resource, including, but not limited to the hourly bill rate ("**Bill Rate**"), overtime bill rate ("**Overtime Bill Rate**"), double time bill rate ("**Double Time Bill Rate**"), start date, anticipated length of engagement, description of work, and fee schedule of compensation for Staffing Firm should Resource be converted to an employee of the Company. No Resource shall provide services for the Company until an SOS has been agreed upon by Authorized Users of both the Company and Staffing Firm.

6.2 Timesheets

Staffing Firm shall be responsible for ensuring that hours worked by that Resource are input on a weekly basis, and submitted for Company approval in the Recruitifi system. Hours for the prior week must be input no later than the next Monday at 11:59pm in the local time zone of the Resource ("**Input Deadline**") to avoid being considered a "**Delinquent Timesheet.**" If Monday is an observed holiday, then timesheets shall be due the following business day at 11:59pm.

Authorized Users from the Company must review the timesheet and approve or reject the timesheet through the Recruitifi system by Wednesday at 11:59pm in the local time zone of the timesheet approver ("**Approval Deadline**"). If Wednesday is an observed holiday, then timesheet reviews shall be due the following business day at 11:59pm. If a timesheet is not reviewed within the allotted period, the timesheet will be deemed auto-approved for invoicing purposes. If the timesheet is rejected, the disputed portion of the timesheet will not be invoiced until the dispute is settled.

If Delinquent Timesheets are input prior to the Approval Deadline for that week, the timesheet approver may choose to review the timesheet, but the timesheet will not be auto-approved at the Approval Deadline. Delinquent Timesheets are considered on time for the next Input Deadline following their submission, and will be handled under the same protocols and Approval Deadline for that approval period. Recruitifi will not be responsible for Delinquent Timesheets submitted by Resources and/or Staffing Firms, or the late approval of any timesheet by Companies. Company and Recruitifi will not be responsible for paying on Delinquent Timesheets that are not submitted within sixty (60) days of the date that the hours were worked.

6.3 Invoices

Recruitifi will invoice the Company weekly for any hours worked the previous week by the Resource at the Bill Rate agreed upon in the SOS, including any special or overtime pay due to

the Resource in accordance with local law. Unless explicitly stated otherwise on the SOS, any hours input as on the timesheet as overtime hours will be billed at the standard Overtime Bill Rate of 150% of the Bill Rate. Unless explicitly stated otherwise on the SOS, any hours input as on the timesheet as double-time hours will be billed at the standard Double Time Bill Rate of 200% of the Bill Rate. Invoices will be sent to the cost center noted in the RecrutiFi Platform for the engagement of each Resource. All invoices shall be payable to RecrutiFi by the due date noted on the invoice. If any portion of the invoice is disputed by Company, Company will notify RecrutiFi in writing within sixty (60) days of the invoice date. Company will pay all undisputed portions of the invoice within the term specified above. If Company fails to notify RecrutiFi within sixty (60) days of an invoice error pursuant to this Section, its rights to invoice correction are waived and the invoice shall be treated as final.

6.4 Payment Schedule

Payments owed to the Staffing Firm will be paid no later than 45 days from the date of invoice to the Company, provided that RecrutiFi has collected the amount in full from the Company, or thereafter no later than 3 business days after RecrutiFi has collected the amount in full from the Company.

6.5 Partial Fund Collection

In the event that RecrutiFi collects part of the payment owed from the Company, the partial amount collected shall be paid to the agency on the above payment schedule. The shortfall amount shall be paid no later than 3 days after RecrutiFi has collected the amount from the Company.

6.6 Rate Changes

Rates may only be changed upon the agreement of a new SOS. Nothing agreed upon verbally or in writing, on or off the RecrutiFi Platform, between any parties will be considered valid without an updated SOS, and will not be reflected in invoicing to the Company or payments to the Staffing Firm.

6.7 Master Collector/Master Payor

Company will make all payments in relation to an SOS directly to RecrutiFi. RecrutiFi will be responsible for paying all fees owed to Staffing Firm in connection with any SOS on the Platform. Staffing Firms are not to send invoices directly to any Company, and Companies are not to pay invoices sent directly from any Staffing Firm. Any invoice paid to Staffing Firms outside the RecrutiFi system will be considered not paid.

6.8 Default of Payment

Company recognizes that RecrutiFi, the Staffing Firm, and the Resource are all the beneficiaries of the Company's obligation to pay for the Services herein. Should Company default on any undisputed portion of any payment, Company shall have thirty (30) days from receipt of written

notice of default to cure such default. If Company fails to cure the default within the specified period above, it may result in one or all of the following: (a) suspension of any open Positions, (b) suspension or termination of the SOS in default, (c) suspension or termination of all active SOS, (d) termination of these Temp Terms, (e) legal or civil action against the Company. Company shall remain responsible for payment of unpaid balances for services performed and be liable for any reasonable damages caused by Company's failure to timely pay.

6.9 Payment to the Staffing Firm

Upon collecting payment from a Company in relation to an SOS with a Staffing Firm, RecrutiFi will pay the Staffing Firm the amount collected less a transaction fee noted on the RecrutiFi Platform.

6.10 Collection

Payment to the Staffing Firm is contingent upon RecrutiFi's receipt of payment from the Company for the SOS. Should a Company withhold payment, RecrutiFi will delay payment to the Staffing Firm until receipt of payment from the Company. As RecrutiFi is merely a conduit with respect to the funds it receives from Company with respect to the Services rendered by Staffing Firm under this Temp Terms Contract and the applicable SOS, RecrutiFi agrees that, except as to the transaction fee specified in section 6.7, it has no right or interest in the funds collected from Company on Staffing Firm's behalf.

RecrutiFi will make every reasonable effort to collect payment from the Company in a timely manner. Staffing Firm waives all rights to collect any payments directly from the Company and is not to contact the Company for the purposes of collecting payments for 90 days from the invoice date. Should the Company refuse to or be unable to pay for any invoiced timesheets for a period of 90 days from the invoice, RecrutiFi will deem this invoice "**Uncollectible**". The Staffing Firm shall be responsible for collecting any Uncollectible invoice, and will not be responsible for paying any fees on that invoice to RecrutiFi should the Staffing Firm be able to collect. RecrutiFi is NOT responsible for paying the Staffing Firm on Uncollectible invoices. Staffing Firm will not hold RecrutiFi liable for any such payments and agrees to hold harmless RecrutiFi for any damages and costs incurred as a result of Uncollectible invoices, including, but not limited to wages or benefits owed to a Resource, or any fees, taxes, or expenses incurred while employing that Resource. In the event that RecrutiFi becomes insolvent or ceases to operate for any reason, the Staffing Firm shall immediately have the right to directly collect from a Company any outstanding payments owed to the Staffing Firm and shall not have to wait 90 days from the invoice date to do so.

6.11 Staffing Firm Payment Responsibilities

Staffing Firm is responsible for all payments to the Resource. Any payroll burden, insurance, applicable taxes, or any other expense in relation to the employment of the Resource shall be the sole responsibility of the Staffing Firm.

6.12 Income Tax.

Staffing Firm and Recruiter are 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 Staffing Firm and Recruiter under these Temp Terms. Only when required, Recruitifi will report the payments paid to Staffing Firm and Recruiter under these Temp Terms to relevant government entities as required by law.

6.13 Sales Tax.

Recruitifi will use best efforts to stay current on tax laws and to comply with those laws. However, in all circumstances Company and Staffing Firm agree to rely on their own tax advice and are responsible to pay all taxes where legally obligated to do so by any taxing authority. In jurisdictions where Recruitifi has identified that sales tax applies to employment services, Recruitifi will bill taxable Companies and remit sales tax to the proper local tax commission.

6.14 Scope of Submission.

The Temp Terms cover only Resources named in an SOS and does not cover (and no fees will be paid by Recruitifi for) any Candidate or Resource that a Staffing Firm may provide outside of the foregoing process.

7 CONTENT AND CONDUCT.

7.1 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 these Temp 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 Temp Terms, Users consent to such monitoring. In the event that Recruitifi pre-screens, refuses or removes any Content, Users acknowledge that Recruitifi will do so in accordance with applicable law and for Recruitifi's benefit, not Users'. Without limiting the foregoing, Recruitifi will have the right to remove any Content at its sole discretion, including Content that violates the Temp 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. Notwithstanding anything to the contrary, Recruitifi and its affiliates shall not retain, use, or disclose confidential Staffing Firm Content for any purpose other than for the specific purpose of performing the Services for Company as specified in this Temp Terms Contract and in connection with this Section; and shall be prohibited from selling, renting, releasing, disclosing, disseminating, making available, transferring or otherwise communicating orally, or in writing, or by electronic or other means confidential Staffing

Firm Content to another entity (whether affiliated or not) for monetary or other valuable consideration.

7.2 Content License.

Users grant Recruitifi a limited, non-exclusive, worldwide, royalty-free and fully-paid license to use User Content, as necessary, solely for purposes of providing the Service to Users. All rights in and to the User Content not expressly granted to Recruitifi in these Temp Terms are reserved by Users. The provision of such data will be in compliance with applicable laws and regulations, specifically all privacy laws and regulations. Users represent and warrant that User Content will not knowingly: (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 does not review, monitor, approve, endorse, or make any representations or warranties with respect to User Content. Users provide User Content at Users' own risk. All User Content is provided on an as-is basis, and Users disclaim any and all warranties. Notwithstanding anything to the contrary, Recruitifi is not permitted to use User's name, logos, service marks, trade names or trademarks in any manner without User's prior written permission, which may be withheld in User's sole discretion.

7.3 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 which portion of the Aggregate Data is attributable to Users. Aggregate Data is created and used only in a form that does not identify, and cannot reasonably be used to identify or be linked to, any Candidate, Resource, User or Entity, and does not constitute personal data. Where personal data subject to US State Privacy Laws is used to create de-identified data, Recruitifi maintains technical safeguards and business processes that prohibit reidentification, publicly commits to maintain and use the data only in de-identified form, and does not attempt to reidentify it except as permitted to test the effectiveness of de-identification. The creation and use of Aggregate Data in accordance with this Section is not a retention, use or disclosure of confidential Staffing Firm Content for a purpose other than performing the Services within the meaning of Section 7.1, and nothing in this Section authorises Recruitifi to use User Content in identifiable form for its own purposes. As between the parties, Recruitifi will own all right, title and interest in and to the Aggregate Data.

7.4 Data Security.

Staffing Firms shall maintain reasonable administrative, physical, electronic and managerial procedures appropriate to their size and structure, and Recruitifi shall maintain administrative, physical, electronic and managerial procedures that are at least as protective as the technical

and organisational measures set out in the Applicable DPA (as defined in Section 7.5), in each case designed to appropriately protect the confidentiality, integrity, and availability of information that Recruitifi accesses or that Recruitifi collects, receives from, or maintains on behalf of its Users. 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) in the case of Recruitifi, encryption of personal data in transit using TLS version 1.2 or higher and at rest using AES-256, and in the case of Staffing Firms, industry standard encryption safeguards, (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). Recruitifi shall periodically review its own such procedures and technology to ensure they remain consistent with industry standards. Recruitifi shall notify Users and Companies of any breach of the security of data in the custody of Recruitifi or any of its third-party service providers without undue delay and in any event no later than 24 (twenty-four) hours after becoming aware of it, and where the breach affects Personal Data Processed on a User's behalf the notification provisions of the Applicable DPA also apply, with the shorter period governing, and Recruitifi shall cooperate fully with Staffing Firm in the event of any accidental or unauthorized disclosure or use, or accidental or unauthorized loss, damage or destruction of confidential Staffing Firm Content by any current or former employee, contractor, affiliate or agent of Recruitifi or by any other person or third party, to limit the unauthorized disclosure or use, seek the return of any confidential Staffing Firm Content, and assist in providing notice if requested by Staffing Firm. The obligations relating to confidential Staffing Firm Content herein shall survive beyond the expiration or termination of these Temp Terms.

The Company and Staffing Firm may receive or have access to sensitive information of the other party or Resources related to their engagement. The parties agree to keep and maintain all sensitive information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure. The parties will use and disclose sensitive information solely and exclusively for the purposes for which the sensitive information, or access to it, is provided, and not disclose such information to any person or entity without express written consent from the other party.

7.5 Data Protection.

Where Recruitifi processes personal data on behalf of a User or Entity in connection with the Service, including Candidate submission data, Statement of Services terms, timesheet records and derived assignment-duration data processed to administer engagements of Resources, and a User's communications with other Users through the Service, that User or Entity is the controller and Recruitifi is the processor of that personal data. Such processing is governed by the Applicable DPA. "Applicable DPA" means: (a) in the case of a Company, the data processing agreement executed between Recruitifi and that Company (a "Client DPA") or, until a Client DPA has been executed, the Recruitifi Standard Client Data Processing Agreement, available at:

<https://www.recruitifi.com/legal/client-dpa> (the “Standard Client DPA”); and (b) in the case of a Staffing Firm or Recruiter, the Recruitifi Agency Data Processing Addendum, available at:

<https://www.recruitifi.com/legal/agency-dpa> (the “Agency DPA”). The Standard Client DPA and the Agency DPA (together, the “Published DPAs”) each form part of and are incorporated by reference into these Temp Terms. By accepting these Temp Terms, a User accepts the Published DPA applicable to it, and an individual accepting on an Entity’s behalf represents that they are authorized to bind that Entity. The parties agree that each Published DPA satisfies the requirement for a written contract under Article 28(3) of the EU General Data Protection Regulation and that acceptance in electronic form is sufficient under Article 28(9). Each Published DPA incorporates the 2021 Standard Contractual Clauses approved by the European Commission, together with the UK International Data Transfer Addendum and the corresponding Swiss amendments, for transfers of personal data from the European Economic Area, the United Kingdom, or Switzerland to the United States. The authorized sub-processors under each Published DPA are those set out in the Recruitifi Sub-Processor List published at:

<https://www.recruitifi.com/legal/sub-processors>, which is incorporated into each Published DPA by reference. Recruitifi will give at least 30 days’ notice before a new sub-processor begins processing personal data, and a User or Entity with a reasonable, data-protection-based objection may object within that notice period.

Upon execution of a Client DPA, that Client DPA governs the processing described in this Section 7.5 in place of the Standard Client DPA for as long as it remains in effect, and applies to such processing whether commenced before or after its execution. If a Client DPA expires or is terminated while Recruitifi continues to process personal data on the Company’s behalf, the Standard Client DPA then in force governs that processing until a replacement Client DPA is executed. Recruitifi may update the Published DPAs and will give at least 30 days’ notice of any change that materially reduces a User’s rights or Recruitifi’s obligations under them; a Client DPA may be amended only in accordance with its own terms. In the event of a conflict between these Temp Terms and the Applicable DPA in respect of the processing of personal data, the Applicable DPA prevails, and its technical and organisational measures and transfer safeguards apply.

Recruitifi acts as an independent controller, and not on any User’s instructions, in respect of platform account administration; platform security, fraud prevention and service-integrity monitoring; the handling of data subject requests addressed to Recruitifi in respect of processing for which it is controller; the evaluation and scoring of Staffing Firm users; payment administration, being the collection of Company fees and the payment of Staffing Firms; and analytics on Recruitifi’s marketing website, subject to cookie consent. Those activities are described in the Recruitifi Privacy Policy and are outside the scope of the agreements referred to above. The parties are not joint controllers in respect of any processing under these Temp Terms. Nothing in those agreements limits or replaces a User’s own obligations as controller, including a Staffing Firm’s obligation to establish a lawful basis for each Candidate submission.

Where a User instructs Recruitifi to delete or return personal data and another controller of the same record has given an instruction that cannot both be complied with, including a recordkeeping obligation applicable to a Company as a federal contractor under 41 CFR 60-1.12, Recruitifi will notify both controllers without undue delay and give effect to the instruction it reasonably determines is required by applicable law. Where neither instruction is required by law, Recruitifi will give effect to the instruction of the controller on whose behalf the record was created, being the Staffing Firm in respect of a Candidate submission.

7.6 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.

7.7 User Interactions.

A User is solely responsible for the Users' own 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) to the extent the claim arises out of the User's material breach of these Temp Terms.

8 DISCLAIMER.

8.1 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 POSITION OR THAT A RECRUITER WILL FIND A JOB FOR A CANDIDATE OR OBTAIN A CERTAIN AMOUNT (OR ANY) REVENUE THROUGH THE SERVICE.
- b. RECRUITIFI DOES NOT SCAN, REVIEW, OR VERIFY FOR SAFETY, LEGALITY, OR APPROPRIATENESS ANY USER-SUBMITTED CONTENT THAT CAN BE VIEWED OR DOWNLOADED BY OTHER USERS ON THE PLATFORM.

- 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.

8.2 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 EXCEPT TO THE EXTENT SUCH DELAYS, FAILURES OR DAMAGES ARISE OUT OF RECRUITIFI'S NEGLIGENCE.

9 LIMITATION OF LIABILITY.

9.1 Types of Damages.

TO THE EXTENT LEGALLY PERMITTED UNDER APPLICABLE LAW, EXCEPT FOR THE INDEMNITIES PROVIDED IN SECTION 12 AND AS SPECIFIED IN THIS SECTION 9.1, 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, 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. THE LIMITATIONS ON AND EXCLUSIONS OF LIABILITY SET FORTH IN THIS SECTION DO NOT APPLY TO LIABILITY OR CLAIMS ARISING FROM OR RELATING TO A PARTY'S BREACH OF ITS CONFIDENTIALITY OR DATA SECURITY OBLIGATIONS, OR A PARTY'S PAYMENT OR INDEMNIFICATION OBLIGATIONS HEREUNDER.

9.2 Amount of Damages.

EXCEPT FOR THE INDEMNITIES PROVIDED IN SECTION 12, EXCLUSIONS IN SECTION 9.1, AND THE PAYMENT OBLIGATIONS UNDER SECTION 6, THE MAXIMUM LIABILITY OF ANY PARTY ARISING OUT OF OR IN ANY WAY CONNECTED TO THESE TEMP 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 TEMP TERMS WILL NOT INCREASE THE PARTY'S LIABILITY.

9.3 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 for the Services covered herein whether in the Temp Terms, on the Recruitifi Platform, or in an SOS, and these Temp 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.

9.4 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 where prohibited by applicable law.

10 TERMINATION.

10.1 Term.

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

10.2 Termination by User or Entity.

Users may terminate these Temp Terms at any time, with or without cause, by emailing Recruitifi at support@recruitifi.com. Administrative Users may terminate on behalf of an Entity, which would terminate the Accounts of all Users representing the Entity on the Platform with thirty (30) days prior written notice to the above email address.

10.3 Termination by Recruitifi.

Recruitifi may terminate this Agreement with a User by emailing the User or with an Entity by emailing an Administrative User at any time, with or without cause.

10.4 Effect of Termination.

Termination of Users' account 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 Positions as a result of any such termination. Upon termination, User Content will be deleted, destroyed or returned at the choice of the relevant Entity in accordance with the Applicable DPA (as defined in Section 7.5), once it is no longer required for Ownership rights or the satisfaction of any payment or other obligations that survived termination as set forth herein, and in any event hard-deleted from production systems within 60 days of the date on which it is no longer so required, unless a legal hold applies or applicable law requires longer retention. Deletion is performed programmatically in accordance with NIST SP 800-88 and is restricted to named authorised operators. Backup copies are immutable and encrypted and expire according to their assigned retention periods. Where personal data is retained because applicable law requires it, Recruitifi will protect its confidentiality and process it only to the extent and for the period that law requires.

Company will not be refunded any payments already made to Recruitifi for timesheets already invoiced. Any payment obligations will survive termination and remain due and payable. Company and Staffing Firm acknowledge that at the time of termination, there may still be unrecorded timesheets that will result in additional invoices after termination for work done by Resources prior to termination. These invoices will be paid in full by the Company, and any portion of those invoices owed to the Staffing Firm will be paid by Recruitifi upon receipt of payment from the Company.

Should Recruitifi, the Company, or the Staffing Firm terminate this Agreement, Recruitifi will have no further role in the relationship between the Company and the Staffing Firm, notwithstanding any outstanding payments mentioned above. Recruitifi will not interfere, nor claim any financial or other benefits from current or future interactions between the Company and Staffing Firm beyond the date of termination. Company and Staffing firm acknowledge that Recruitifi has no further obligations under these Temp Terms after the date of termination, including the recording of timesheets or the collection or payout for work performed by Resources after the date of termination.

Termination by any party will not affect the Staffing Firm's Ownership of any Candidate. Should the Company wish to continue to engage with an existing Resource after termination of these Temp Terms, the Company will do so directly with the Staffing Firm currently acting as employer of record.

The sections titled *IP Ownership, Default of Payment, Payment to the Staffing Firm, Collection, Staffing Firm Payment Responsibilities, Content and Conduct, Disclaimer, Limitation of Liability, Termination, Miscellaneous, Indemnification, and Solicitation* of these Temp Terms will survive any termination or expiration of the Temp Terms as well as any other terms that by their nature ought reasonably to survive termination or expiration.

10.5 Termination of an SOS

Staffing Firm or Company may terminate an individual SOS at any time through the Recruitifi Platform. This in no way affects the parties' greater obligations under these Temp Terms. Any outstanding payments owed by the Company for timesheets already recorded or unrecorded work already performed by the Resource shall be due. Payments due to the Staffing Firm will be paid by Recruitifi upon receipt of payment from the Company. Only an SOS terminated through the Recruitifi Platform will be considered terminated in accordance with these Temp Terms unless the Recruitifi Platform is not accessible by the Company or Staffing Firm. In the event the Recruitifi Platform is not accessible by the Company or Staffing Firm, and either party wishes to terminate an SOS, they may do so by contacting the other party directly in writing informing them of its desire to terminate an SOS with additional notice to Recruitifi at support@recruitifi.com.

11. MISCELLANEOUS

11.1 Governing Law; Venue.

These Temp 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 Temp Terms brought by Recruitifi or in which Recruitifi is named must be brought in the state or federal courts located in New York City. If agreed upon by the Users involved, actions or proceedings where Recruitifi is not involved in any way may be brought in the state or federal courts of any other court of competent jurisdiction. 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 any laws, ordinances, regulations, and statutes that are applicable to its purchase and use of the Service hereunder.

11.2 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.

11.3 Force Majeure.

No User shall be considered to be in default or breach of these Temp Terms, and shall be excused from performance or liability for damages to any other party, if and to the extent it shall be delayed in or prevented from performing or carrying out any of the provisions of these Temp Terms, arising out of or from any act of God, labor disturbance, sabotage, failure of suppliers of materials, act of the public enemy, war, invasion, insurrection, riot, fire, storm, flood, ice, earthquake, explosion, epidemic, breakage or accident to machinery or equipment or any other cause or causes beyond such Party's reasonable control, including any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, or by making of repairs necessitated by an emergency circumstance not limited to those listed above upon the property or equipment of the User. A Force Majeure event does not include an act of negligence or Intentional Wrongdoing by a User. Any User claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each User shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder. Users shall promptly and comprehensively notify other affected Users of the Force Majeure circumstances in writing as soon as they are reasonably able to.

11.4 No Assignment.

Except as expressly permitted by this Section 11.4, no party will assign, subcontract, delegate, or otherwise

transfer these Temp 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 Temp 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 Temp Terms will be binding upon the parties and their respective successors and permitted assigns.

11.5 Final Agreement

These Temp Terms are the final, complete, and exclusive agreement of the parties with respect to the subject matters hereof and supersede all prior contracts physically signed or agreed to online, and merge all prior discussions between the parties with respect to such subject matters. Agreement to these Temp Terms does not imply acceptance and any other sets of terms on the Site or between any of the parties for services other than those discussed herein for the engagement of Resources.

11.6 Rights and Remedies

Except as otherwise expressly specified in these Temp 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. Moreover, neither Users, Entities, nor Recruitifi will be required to be directly or indirectly involved in the receipt or provision of goods, software, technology, services and/or technical data or any activities that may be prohibited by applicable export control and economic sanctions laws and regulations maintained by the United States and other applicable jurisdictions, including but not limited to the U.S. Export Administration Regulations, International Traffic in Arms Regulations, and economic sanctions programs maintained by the U.S. Treasury Department's Office of Foreign Assets Control. All waivers must be in writing. Any waiver or failure to enforce any provision of these Temp Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

11.7 Miscellaneous

If any provision of these Temp Terms is or becomes unenforceable under applicable law, such provision will be changed by agreement of the Parties 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 Temp Terms are for convenience and are not to be used in interpreting these Temp Terms. As used herein, the word "including" means "including but not limited to." All notices to Recruitifi required or permitted hereunder will be by email to legal@recruitifi.com. Any delay in the performance of any duties or obligations of any party will not be considered a breach of these Temp 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.

11.8 Relationship of the Parties

All Users' relationship to RecrutiFi, as well as Staffing Firm's relationship to Company is that of an independent contractor, and no party is an agent or partner of the other. Users will not have, and will not represent to any third party that they have, any authority to act on behalf of RecrutiFi, Company, or Staffing Firm, as applicable. Nothing contained herein will be construed to create a joint venture or partnership, or the relationship of principal and agent, or employer and employee, between any of the Users.

11.9 Information Security.

RecrutiFi has implemented security safeguards designed to protect the personal information that Users provide in accordance with industry standards and applicable data security best practices, laws and regulations. RecrutiFi's payment processor is certified to PCI Service Provider Level 1. Access to Users' data on RecrutiFi's Service requires authentication, with multi-factor authentication available to all Users and required for administrative roles, and personal data is encrypted in transit using TLS version 1.2 or higher and at rest using AES-256. RecrutiFi also requires secure https access to the RecrutiFi website. To protect any data Users store on RecrutiFi's servers, RecrutiFi also regularly monitors RecrutiFi's system for possible vulnerabilities and attacks, and RecrutiFi uses a tier-one secured-access data center. RecrutiFi does not rent or sell personal information that Users have posted on RecrutiFi's Services, and RecrutiFi does not share Users' information with third parties except where it's necessary to perform the Services described herein.

11.10 Compliance with Laws.

RecrutiFi, Users, and any agent acting on their behalf, shall comply with all relevant federal, state, and local laws and regulations while acting in connection with these Temp Terms. This includes, but is not limited to:

- (a) laws on background checks;
- (b) data protection laws;
- (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; and,
- (d) 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, resource, or employee because of race, color, religious creed, national origin, age, sex, disability, veteran status, marital status, familial status, status with regard to public assistance, membership

or activity in a local commission, sexual orientation, or any other status protected by any applicable federal, state, or local law or regulation. Users shall be responsible for and indemnify, defend and hold harmless other Users and Recruitifi relative to and from any claim that User failed to consider or submit for consideration any qualified candidate in violation of any applicable federal, state or local law or regulation in accordance with Section 12. Indemnification. Recruitifi shall not use an algorithm or other automated process for the purpose of identifying, matching, ranking or screening Candidates for Positions, and shall not use artificial intelligence or machine learning in the provision of the Service. For the avoidance of doubt, this does not restrict Recruitifi from computing a deterministic performance score for Staffing Firm users from records of their own activity on the platform, as described in the Recruitifi Privacy Policy; that score relates to Staffing Firms and not to Candidates, is advisory only, and a Position is shared with a Staffing Firm only when an Authorized User of the Company explicitly invites that Staffing Firm. It is understood and agreed that Recruitifi, Staffing Firm, Company, and their personnel are compliant with applicable local, state, and federal governing laws. Any infringement by Recruitifi, Staffing Firm, or Company of any applicable governing law related to these Temp Terms will be considered a breach.

11.11 Ability to Audit

To the extent permitted by law, Company reserves the right to randomly audit Staffing Firm no more than once per year and only to the extent reasonably necessary to ensure compliance with the material requirements of these Temp Terms, any SOS between the Company and Staffing Firm, any requirements listed in the Positions available to the Staffing Firm, or any non-confidential information about Candidates and Resources, including but not limited to insurance certificates, waivers, drug and background checks (pass/fail results only). Upon reasonable notice and to the extent permitted by law, Staffing Firm will provide Company with such reports as Company may reasonably request pertaining to Resources, recruiting activities, and performance under these Temp Terms at no cost to Company, to the extent permitted by applicable law. If Company requests a copy of the results of any checks conducted on Candidates, Company agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.

12. INDEMNIFICATION

12.1 Mutual Indemnification.

All parties to these Temp Terms shall indemnify and hold harmless the other parties to these Temp Terms, and their parent company, affiliates, officers, directors, and employees from any and all third party claims, demands, causes of action, liabilities, expenses, loss, or damage (including reasonable attorneys fees and expenses) arising from any breach of any representation, warranty, agreement contained herein, negligent acts, or willful misconduct of the indemnifying party, up to a maximum liability of one million dollars (\$1,000,000.00). In addition to the rights to indemnification as aforesaid, the indemnified parties shall have all its rights and remedies under law and equity in connection with these Temp Terms and SOSs. Notwithstanding anything to the contrary in this

Agreement, no Party shall be liable for, or have any duty of indemnification with respect to, any acts or omissions of any other Party.

Company has insurance for any motor vehicle or other motorized mobile equipment that might be driven by Staffing Firm's assigned Resource. During an assignment, if, and only if, a Staffing Firm's assigned Resource is specifically designated within the job description and the SOS to operate a motor vehicle, forklift, or any other motorized equipment, Company agrees to indemnify and hold Staffing Firm harmless for bodily injury, property damage, collision, or public liability claims, regardless of fault, arising out of Company's failure to comply with this provision.

12.2 Intellectual Property Infringement.

RecrutiFi represents and warrants that the Users' use of the Site will not violate, infringe upon or misappropriate any rights, including, without limitation, any patent, trademark, copying or other intellectual property rights of any third parties. RecrutiFi shall indemnify, defend, and hold harmless Users, 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 RecrutiFi's breach of this representation and warranty, and such indemnification shall not be subject to any cap on liability.

13 SOLICITATION.

13.1 Solicitation of Employees

For the duration of these Temp Terms, neither RecrutiFi nor Company nor Staffing Firm shall solicit for employment or hire any employee, agent, or contractor (except a Candidate hired with payment of the fee as provided in these Temp Terms and the applicable SOS, if any) of the other parties whose identity was 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 or anyone who was previously terminated by one of the Parties at the time of the hiring. This section shall not apply in any jurisdiction in which such provision is not enforceable under applicable law.

14 SUPPORT

14.1 Support, maintenance, and training

During the term of these Temp Terms, RecrutiFi will provide ongoing maintenance to the Site and ongoing support and general training for Company Authorized Users with respect to the Service, at no additional cost to the Company. RecrutiFi will make commercially reasonable efforts to schedule any live support or training sessions at times that fall within Company's business hours. When possible, RecrutiFi will schedule maintenance periods that require downtime for the Site outside of U.S. business hours.

RecrutiFi will provide ongoing support and general training for Staffing Firm Recruiters with respect to the Service, at no additional cost to the Staffing Firm or any Company that has invited the Recruiter.

RecrutiFi reserves the right in its sole discretion to discontinue any individual support case or all ongoing support for a User if the User becomes combative or abusive.