

TechOpX Permanent Placement - Standard Terms

Version 1.3, effective 01-01-2026

These Standard Terms govern permanent placement (recruiting) services provided by TechOpX, LLC (“TechOpX”) and are incorporated by reference into any Work Order signed between TechOpX and a client (“Client”). In the event of a conflict between these Standard Terms and a signed Work Order, the Work Order controls.

1. Fees

Client shall pay TechOpX a placement fee, calculated as a percentage of the placed Individual’s gross annualized compensation (base salary plus any guaranteed bonuses, if applicable) at the time of hire, as specified in the applicable Work Order. The placement fee is earned in full upon the Individual’s acceptance of Client’s offer of employment, whether written or verbal.

If a search deposit is specified in the applicable Work Order, it is non-refundable and credited toward, the placement fee unless otherwise stated in that Work Order.

2. Payment Terms

Invoices are due net thirty (30) days from the invoice date. Payments may be made via ACH or another mutually agreed method. Late payments shall accrue interest at 1.5% per month on any unpaid balance. If collection action is required, the prevailing Party shall be entitled to reimbursement of reasonable attorneys’ fees and costs incurred in such action.

3. Candidate Ownership

A referred Individual shall be deemed referred when TechOpX first submits the Individual’s resume or candidate profile to Client. If Client hires a referred Individual within twelve (12) months of the initial referral or the Individual’s last day of employment with Client (whichever is later), the applicable placement fee shall be due. For purposes of this section, “Client” refers to the contracting entity identified in the applicable Work Order and does not extend to independently operated franchisees, licensees, or affiliated entities unless expressly named in that Work Order.

4. Guarantee

If the Individual’s employment terminates for any reason within ninety (90) days of the start date, TechOpX will, at Client’s option, either (a) use commercially reasonable efforts to identify a suitable replacement at no additional fee, or (b) apply the placement fee as a credit toward a future hire. This guarantee does not apply if the Individual’s employment is terminated as part of a reduction in force, reorganization, or change in business direction.

5. Confidentiality

All candidate information provided by TechOpX is confidential and shall be used solely for evaluating candidates. Client shall not disclose such information to third parties without TechOpX’s prior written consent.

TechOpX acknowledges that it may receive confidential business information from Client in the course of performing a search, and shall not disclose such information to any third party, including candidates, without

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Client's prior written consent. Where a Work Order designates a search as confidential, TechOpX shall take reasonable steps to maintain that confidentiality, including withholding Client's identity from candidates until a candidate has cleared TechOpX's screening process and Client has confirmed interest in proceeding.

This mutual confidentiality obligation shall survive termination of the engagement.

6. Termination

Either Party may terminate an engagement upon thirty (30) days' written notice. Termination shall not affect Client's obligation to pay any placement fees or deposits earned or due prior to termination.

7. Non-Circumvention

Client agrees not to knowingly refer or disclose any TechOpX candidate to another company, affiliate, or third party for employment for the purpose of avoiding payment of the applicable placement fee. If a TechOpX candidate is hired by a third party as a result of such referral, Client shall pay TechOpX the applicable placement fee as if Client had hired the candidate directly.

8. Governing Law and Venue

Unless otherwise specified in the applicable Work Order, this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws provisions. The Parties agree that any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in South Carolina, and each Party consents to the jurisdiction of such courts.

9. Entire Agreement

These Standard Terms, together with any signed Work Order, constitute the entire understanding between the Parties regarding the subject matter herein and supersede all prior discussions, agreements, or representations. Any modifications must be in writing and signed by both Parties. Engagements under these Standard Terms are non-exclusive unless otherwise stated in a Work Order, and Client may engage other recruiting resources at its discretion.

10. Updates to These Terms

TechOpX may update these Standard Terms from time to time. The version in effect at the time a Work Order is signed shall govern that engagement, regardless of later updates, unless both Parties agree in writing to apply updated terms.