

TERMS AND CONDITIONS FOR THE INTRODUCTION OF PERMANENT CANDIDATES

1. THE SERVICES

USA Tech Recruitment Inc. (“**Recruitment Business**”) shall Introduce Candidates to “**the Client**” (means the person, firm, or corporate body to whom Recruitment Business Introduces a Candidate)

1.1 on the terms and conditions set forth in this Agreement.

(a) For the purposes of this Agreement, “**Introduce**”, shall mean the provision by Recruitment Business to the Client of any information (by way of a resume, other written format or orally), from which a Candidate can be identified and whether such information includes the Candidate’s name, and Introduced and Introduction shall be construed accordingly.

(b) “**Candidate**” shall mean any person Introduced by Recruitment Business to the Client and/or any of its subsidiaries or affiliates.

(c) “**Engagement**” shall mean the employment, engagement, or utilization of a Candidate (either directly or indirectly and whether for a definite or indefinite period), following an Introduction (whether or not the Introduction was the effective cause of the Engagement), and Engage(s) and Engaged shall be construed appropriately; and

(d) “**Introduction Period**” shall mean the twelve (12) months period commencing on the date a Candidate is deemed to have been Introduced or re-introduced by Recruitment Business.

(e) (e) “**Restriction Period**” shall mean the twelve (12) months period following the date that:

(i) this Agreement is deemed accepted, or

(ii) Recruitment Business last provided any services to the Client, whichever expires last.

1.2 The Client shall compensate Recruitment Business as set forth in Section 2 if, during the Introduction Period, the Candidate is Engaged or directly or indirectly retained by Client or one of its subsidiaries or affiliates as an employee or independent contractor, regardless of why the Candidate was ultimately retained regardless of why the candidate was ultimately introduced.

1.3 The Introduction by Recruitment Business of any Candidate, and/or the Engagement by Client of any Candidate, shall not be deemed a hiring practice by Recruitment Business nor an exercise of control over any Consultant by Recruitment Business

2. FEES

2.1 The Client shall pay a fee to Recruitment Business, calculated as a percentage of the Candidate’s Annual Remuneration in accordance with the requirements as set forth below if, during the Introduction Period, the Candidate is Engaged by the Client (or any of its subsidiaries or affiliates) (the “Placement Fee”).

“Annual Remuneration” is defined as the anticipated total gross remuneration payable for the Candidate’s services during the first twelve (12) months of an Engagement by the Client.

2.1.A Contingency Search:

2.1.A(1) The fee payable to Recruitment Business by the Client for the Introduction resulting in an Engagement is calculated in accordance with the following fee Structure based on the Annual Remuneration payable to the Candidate during the first twelve (12) months of the Engagement.

25% of Annual Remuneration

2.1. A (2) For any part-time Permanent Engagement, the Annual Remuneration will be prorated on the full-time equivalent, and the Fee shall be based upon that remuneration.

2.2 All invoices under this Agreement shall be raised upon acceptance of an offer. Payment of the Placement Fee is due and payable within thirty (30) days of the date of Invoice from Recruitment Business Recruitment Business reserves the right to issue Invoices electronically to the Client. The Client agrees to pay late charges on any unpaid balances at the rate of 1.5% per month or the maximum legal rate, whichever is lower. The Client agrees to pay Invoice in full, without any deduction, set off, or counterclaim. The Client agrees to pay on a full indemnity basis all legal costs incurred by Recruitment Business in respect of recovering any amount due under this Agreement.

2.3 USA Tech Recruitment Inc shall be entitled to charge the Client a full fee of a Candidate's anticipated Annual Remuneration if, during the Introduction Period:

(a) the Candidate is Engaged by the Client (or any of its subsidiaries or affiliates), and the Client fails to inform Recruitment Business in writing before commencement of the Engagement; or the Client passes the Candidate's details to a third party, and that third party subsequently Engages the Candidate.

2.4 Provided the Refund Conditions (as defined in Condition 2.5 below) are met, if, during the twelve-week period commencing on the first day the Engagement begins with the Client (the "Refund Period"), the Client terminates the Engagement, a refund will be paid by Recruitment Business to the Client at the rate set forth in the table below, calculated by multiplying the applicable percentage by the Placement Fee.

2.5 A refund will only be payable if the following conditions have been fulfilled ("Refund Conditions"):

- (a) the Client has paid any amount due Recruitment Business with fourteen (14) days of the date of Invoice, and in accordance with the payment terms specified in this Agreement.
- (b) the Client has notified USA Tech Recruitment Inc in writing within seven (7) days of the date the engagement was terminated.
- (c) the reason for the termination relates to the Candidate's performance, and is not on the grounds of redundancy or for any unlawful or economic reason; and
- (d) Recruitment Business has been unable to introduce a like for like replacement Candidate.
- (e) Recruitment Business reserves the right to negotiate additional terms for a replacement candidate in the event substantive changes are made by Client to the role originally recruited for and as originally described by Client.

<i>Week in Which the Candidate Leaves</i>	<i>% of Introduction Fee Refunded</i>
1-2	90%
3-4	60%
5-8	40%
9-12	20%

2.6 There will be no Refund where the Candidate leaves after the completion of twelve (12) weeks of the Permanent Engagement.

2.7 The Refund shall only apply once and shall not apply to any replacement Candidate sourced, Introduced, and subsequently Engaged by the Client and/or any of its subsidiaries or affiliates.

3. CLIENT OBLIGATIONS

3.1 The Client will notify Recruitment Business in writing of any Candidate Introduced to it by Recruitment

Business which results in or is expected to result in an Engagement. Such notice shall be provided within five (5) business days of the time Client makes the decision to offer a position to the Candidate.

3.2 The Client agrees to provide Recruitment Business with all information necessary to accurately calculate the Placement Fee, including providing copies of any offer letter or employment agreement.

3.3 The Client agrees to obtain and maintain any work permit, visa or other permission which may be required to Engage a Candidate and if required, arrange for any drug testing, third party reference checking, and any other compliance verification required for the Engagement at its own cost and in compliance with applicable law.

3.4 The Client agrees not to discriminate against Candidates based on their race, color, creed, religion, sex, gender, sexual orientation, gender expression, age, national origin, ancestry, citizenship, marital status, physical or mental disability, veteran status, or any other protected status.

3.5 Within three (3) business days of Recruitment Business Introducing the Candidate to the Client, the Client shall inform Recruitment Business in writing if such Candidate is already known to the Client or any of its affiliates and provide documentary proof of such previous knowledge.

3.6 The Client understands and acknowledges that Recruitment Business does not make any representations or warranties, express or implied, as to any Candidates, including but not limited to with respect to the accuracy or completeness of any information provided with respect to a Candidate, and Recruitment Business will not have any liability to the Client or any third party resulting from such party's use of such information. The Client agrees that it is responsible for satisfying itself as to the suitability and reliability of any Candidate, including conducting its own interviewing, screening, and selection of Candidates Introduced to it by Recruitment Business Recruitment Business may perform reference checks on its Candidates for Introduction to Client. These reference checks only provide answers to specific questions, they are not an exhaustive check of employment, education, or other background information. Recruitment Business endeavors to ensure the suitability of any Candidate introduced to the Client by obtaining confirmation of the Candidate's identity; that the Candidate has the experience, training, qualifications, and any authorization which the Client considers necessary, or which may be required by law or by any professional body; and that the Candidate is willing to work in the position which the Client seeks to fill.

3.7 The Client agrees that, if it requests that Recruitment Business introduce or otherwise supply a Candidate as an independent contractor, then Client will be responsible for the negotiation and execution of a separate Independent Contractor Agreement with that Candidate as well as all contractual obligations or liabilities arising under that separate Agreement. As well as signing Recruitment Business supply of Temporary Consultants terms of business.

4. **Limitation of Liability.** Recruitment Business shall under no circumstances whatsoever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or business, loss of revenue, lost opportunities and/or delay damages, or any indirect or consequential loss arising under or in connection with this Agreement. In addition, Recruitment Business's total liability to the Client in respect of all other losses arising in any given time period under or in connection with this Agreement, whether in contract, tort (including negligence, gross negligence, and/or intentional misconduct), breach of statutory duty or otherwise, shall in no circumstances exceed 100% of the total fees paid to Recruitment Business by the Client in the preceding six (6) month period for the Engagement at issue. Recruitment Business retains its right to assert common-law indemnification and/or contribution claims as may be applicable.

5. **Relationship of the Parties.** The services that Recruitment Business renders to the Client under this Agreement will be as an independent contractor with respect to the Client. Nothing contained in this Agreement will be construed to create a joint venture or partnership, or the relationship of principal and agent, or employer and employee, between Recruitment Business and the Client.

6. **Confidential Information.** Both parties may be given access to or acquire information which is proprietary or confidential to the other party and its affiliated companies, clients, and customers. Such information obtained by

either party shall be deemed to be confidential and proprietary information. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purposes whatsoever other than the providing of services under this Agreement. Additionally, the parties agree that the disclosure of any and all information shall be governed by the Privacy Act of 1974 and any other applicable law.

Additionally, Recruitment Business and Client acknowledge the confidential nature in the exchange of information regarding Candidates and agree that such exchange will not violate any relevant Equal Employment Opportunity guidelines and practices. Both parties acknowledge that each is making decisions without regard to, or consideration for, an individual's race, color, creed, religion, sex, gender, sexual orientation, gender expression, age, national origin, ancestry, citizenship, marital status, physical or mental disability, veteran status, or any other protected characteristic.

7. **Non-Solicitation.** The Client shall pay a fee to Recruitment Business, calculated in accordance with condition 2.1 in the event that, during the Restriction Period, the Client (or a subsidiary or affiliate) employs or engages any person who was employed by Recruitment Business at any time in the twelve (12) months period prior to the commencement of any such employment or engagement by the Client, and that person had any personal dealings with the Client relating to any services provided by Recruitment Business
8. **Term and Termination.** This Agreement shall commence as of the Commencement Date and shall continue thereafter until terminated by either party upon thirty (30) days written notice to the other.
9. **Choice of Law; Forum.** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the state of Delaware. Each party irrevocably agrees that the courts of Delaware County in the State of Delaware shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). Each of the parties agrees not to commence or maintain a legal proceeding involving any such dispute in any forum except a court of the State of Delaware located in Delaware County or the United States District Court for the Southern District of Delaware in Dover (other than to enforce a judgment obtained in such courts) and agrees not to contest the venue of any action involving any such dispute in the County of Delaware or the District of Delaware, Dover, as the case may be, nor to assert in any such court the doctrine of *forum non convenience* or the like.

10. MISCELLANEOUS

10.1 Either party may defer the date for performance or terminate any contract between the parties, if it is prevented from, or delayed in, carrying on its business by acts, events, omissions, or accidents beyond its reasonable control.

10.2 Recruitment Business may at any time assign, transfer, subcontract, or deal in any other manner with all or any of its rights under this Agreement. The Client shall not, without Recruitment Business's prior written consent, assign or transfer any of its rights or obligations under this Agreement.

10.3 If any provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision shall not affect the validity and enforceability of the rest of this Agreement.

10.4 No failure or delay by Recruitment Business in exercising any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right, nor shall it prevent or restrict its further exercise of that or any other right or remedy.

10.5 A person who is not a party to this Agreement shall not have any rights to enforce the terms.

10.6 No variation of this Agreement, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by an authorized representative of both parties.

10.7 This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous

understandings and agreements, both written and oral, with respect to such subject matter.

10.8 The rights and obligations of the parties set forth in Sections 2, 3, 4, 6, 7, 9 and 10 and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

10.9 This Agreement constitutes an offer by Recruitment Business to provide services to the Client and shall be deemed to have been accepted upon the earlier that (a) the Client requests or uses any of Recruitment Business's services; or (b) the Client signs this Agreement. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will be considered one and the same instrument. An electronic signature will have the same legal force and effect as though it were the original of such signature.

10.10 ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY RECRUITMENT BUSINESS OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), WHICH ARE NOT ALREADY ADDRESSED IN THIS AGREEMENT, ARE HEREBY OVERRIDDEN, EXCLUDED, AND DISCLAIMED.

Client

By: _____
Name: _____
Title: _____
Dated: _____

USA Tech Recruitment Inc.

By: _____
Name: _____
Title: _____
Dated: _____