

RECRUITALLIANCE, INC.

BUSINESS-TO-BUSINESS (B2B) SOFTWARE-AS-A-SERVICE (SAAS) MASTER SERVICES AGREEMENT FOR RECRUITERS

This Business-to-Business Software-as-a-Service Master Services Agreement for Recruiters (the “**Agreement**”) is entered into on the Effective Date (defined below) and constitutes a legally binding agreement, governing the contractual relationship between: **RecruitAlliance, Inc.**, a company governed by the laws of the State of Florida (USA), having its registered office located at 2336 SE Ocean Blvd., #158, Stuart, Florida, USA (hereinafter referred to as “**Company**”), and each Recruiter (defined below). Company and Recruiter shall also hereinafter be referred to together as the “**Parties**” and individually as a “**Party**”.

RECITALS

Whereas, Company has developed a web-based software-as-a-service (SaaS) global vendor management platform, located at <https://www.recruitalliance.com/> (“**SaaS Platform**”) that provides recruitment agencies (i.e. third party external recruiters), hereinafter referred to as “**Recruiter(s)**”, with the ability to:

- (i) access job orders posted by customers/employers (“**Employers**”) and other Recruiters on the SaaS Platform;
- (ii) work and communicate with Employers and other Recruiters via the SaaS Platform;
- (iii) post an unlimited number (for recruitment agencies only) of split fee jobs on Company’s affiliated network, namely SplitAlliance;
- (iv) create, edit or delete custom job alerts (for recruitment agencies only);
- (v) create and manage searchable Recruiter profiles to promote the engagement of Recruiter by Employers who are searching for recruitment agencies with Recruiter’s expertise and within Recruiter’s geographical location;
- (vi) access and use various related services, including but not limited to generation of on-demand reports, creation of structured accounts representing Recruiter’s office location or divisions, and on-boarding assistance,

(collectively the “**Service(s)**”). Company delivers such Services to Recruiter via the SaaS Platform and on a subscription basis (through the Internet).

Whereas, in accordance with the terms and conditions of this Agreement, Recruiter desires to obtain from Company, by means of a subscription, the right to access and use the SaaS Platform and Services for the benefit of its business operations.

And Whereas, Company wishes to grant Recruiter a license to use the SaaS Platform and Services, for the duration of the Recruiter’s Subscription Plan (as defined below).

NOW, THEREFORE, the Parties hereby agree as follows:

1. SAAS PLATFORM AND SERVICES

1.1 **License Grant.** Company hereby grants Recruiter a non-exclusive, limited, non-transferable, revocable, non-sublicensable license to access and use the SaaS Platform:

- (i) for Recruiter’s internal business purposes;
- (ii) in accordance with the features of the applicable Subscription Plan (as defined below)

- (iii) in compliance with Company's End-User License Agreement ("**EULA**" which you may view at <https://www.recruitalliance.com/eula.pdf>); and
 - (iv) for the Subscription Term (as defined below).
- 1.2 Subject to the terms and conditions of this Agreement, Company shall use commercially reasonable efforts to provide Recruiter with access to the SaaS Platform and Services in accordance with the features of the applicable Subscription Plan (as defined below).
- 1.3 Recruiter acknowledges, understands and agrees that Company may, in its sole discretion, modify, update or upgrade the SaaS Platform and Services to (i) fix defects, bugs, or errors in the SaaS Platform and Services; (ii) cure security vulnerabilities of the SaaS Platform; (iii) comply with applicable laws; or (iv) if Company deems such modifications, updates and upgrades necessary or useful to maintain or enhance the (a) quality or delivery of the SaaS Platform and Services; (ii) competitive strength of or market for the SaaS Platform and Services; and (iii) performance and cost effectiveness of the SaaS Platform and Services.
- 1.4 **Restrictions.** In addition and subject to the terms and conditions of the EULA and this Agreement, Recruiter shall/may not permit or encourage any third party to, directly or indirectly (i) reverse engineer, decompile, disassemble or otherwise attempt to discover or derive the source code, object code, underlying structure, ideas, know-how or algorithms related to the SaaS Platform and Services; (ii) modify, translate, or create derivative works based on the SaaS Platform and Services; (iii) use the SaaS Platform and Services for timesharing or service bureau purposes; (iv) modify, remove or obstruct any proprietary notices or labels on the SaaS Platform and Services; or (v) use the SaaS Platform and Services in any manner so as to assist or take part in the development, marketing or sale of a product potentially competitive with the SaaS Platform and Services. For the avoidance of doubt, the SaaS Platform and Services are Company's Confidential Information (as defined below).
- 1.5 For Recruiters making use of the Company's managed billing services, Recruiter acknowledges, understands and agrees to not accept payment of the Recruiting Fee (defined below) for any candidate referred to Employer by Recruiter via the SaaS Platform, directly from Employer and outside the SaaS Platform. Failure to adhere to this Section 1.5 shall result in the (i) termination/suspension of Recruiter's access to and use of the SaaS Platform and Services as further provided herein under Section 14 (Term, Suspension, Termination and Expiration), and/or (ii) payment, by Recruiter to Company, of an amount equal to the Recruiting Fee, for any loss of revenue suffered by Company as a result of Recruiter's actions as provided under this Section 1.5.

2. **SUPPORT SERVICES**

- 2.1 Company will provide Recruiter with support services, free of charge, aimed at addressing any queries and technical issues Recruiter may encounter or experience while using the SaaS Platform and Services ("**Support Services**").
- 2.2 Company shall provide Recruiter with support services via (i) telephone and chatbot between Monday to Friday from 08h00am to 17h00pm EST, and (ii) ticketing system, email and knowledge base, twenty-four hours a day seven days a week (24/7), in order to address any queries, concerns, or technical issues Recruiter may have pertaining to the SaaS Platform and Services as well as to any payment/account issue.

3. **SERVICE LEVEL**

Company shall use commercially reasonable efforts to make the SaaS Platform and Services available to Recruiter at a service level of ninety-nine percent (99%) uptime per month.

4. RIGHTS & OBLIGATIONS OF THE PARTIES

4.1 Recruiter's Responsibilities. Subject to the terms and conditions of this Agreement, Recruiter shall:

- (i) provide Company with all necessary cooperation in relation to this Agreement;
- (ii) use the SaaS Platform and Services only for the purposes provided under this Agreement;
- (iii) use the tools provided on the SaaS Platform and Services to refer candidates and provide feedback to Employers;
- (iv) ensure that all listed jobs are kept current and accurate. Recruiter acknowledged that job listings on the SaaS Platform shall automatically expire at the end of ninety (90) calendar days, however, Recruiter may renew such job listing in the event a suitable candidate is not found;
- (v) ensure that all jobs posted on the SaaS Platform shall be for a specific position and contain all relevant information (including but not limited to a complete job description, minimum requirements, salary information, guarantee period, and the fee the Employer agrees to pay to hire a candidate) on the job posting form;
- (vi) provide Company with all necessary access to such information (including but not limited to correct identification, contact details and tax information) as may be required by Company in order for Company to comply with all applicable laws and regulations with respect to its activities under this Agreement;
- (vii) provide Company with all necessary access to such information as may be required by Company in order for Company to ensure that the Recruiter's authorized users use the SaaS Platform and Services in accordance with the terms and conditions of this Agreement and Recruiter shall be responsible for any of its authorized user's breach of this Agreement;
- (viii) ensure that Recruiter's network and systems comply with the relevant specifications of the the SaaS Platform as provided by Company to the Recruiter from time to time;
- (ix) be solely responsible for procuring and maintaining Recruiter's network connections and telecommunications links from Recruiter's systems to Company's servers. Recruiter shall also be responsible for any issues, conditions, delays, delivery failures and all other losses and/or damages arising from or relating to (a) the Recruiter's network connections or telecommunications links, or (b) an unstable Internet connection;
- (x) comply with all applicable local, state, national and international laws in connection with Recruiter's use of the SaaS Platform and Services, including laws pertaining to data privacy, international communications, and the transmission of technical or personal data. Recruiter acknowledges and understands that Company shall have no control over the content of the information transmitted by Recruiter through the SaaS Platform and Services;
- (xi) safeguard all electronic communications, including but not limited to business information, account registration, financial information, and all other data of any kind contained within emails or otherwise entered by Recruiter electronically while accessing and using the SaaS Platform and Services;
- (xii) take commercially reasonable efforts to (a) promptly notify Company of any unauthorized access to or use of the SaaS Platform and Services, and (b) cooperate with and assist Company in preventing any such unauthorized access or use of the SaaS Platform and Services; and
- (xiii) be solely responsible for the acts and omissions of Recruiter's employees, contractors, and agents.

4.2 Recruiter acknowledges and agrees that:

- (i) by submitting a candidate in response to a posted job, to an Employer or recruitment agency via the SaaS Platform, Recruiter accepts the quoted Recruiting Fee (defined below), transaction fee (if applicable), and guarantee/honor period for such job listing.
- (ii) Recruiter shall not discriminate in the referral of candidates to Employers, on the basis of race, color, religion, sex, age, national origin, marital status, disabilities or other protected groups.
- (iii) all candidates which have been referred by Recruiter to Employers on the SaaS Platform have not previously been submitted to the specific Employer and the candidate has provided Recruiter with the candidate's consent and authorization to present the candidate's information to the specific Employer.
- (iv) Recruiter shall be solely responsible for conducting the necessary background and reference checks on candidates that Recruiter wishes to refer to an Employer.
- (v) in the event two or more recruiters submit duplicate candidate resumes to an Employer for the same job listing on the SaaS Platform, the Recruiter that first submitted the candidate resume shall be deemed the recruiter of record and as such receive the credit for the referred candidate.
- (vi) Recruiter's Subscription Plan (defined below) may only be registered and used by one (1) single individual only. Recruiter may not access any third party's Subscription Plan (defined below) or authorize any other Recruiter to access Recruiter's Subscription Plan (defined below) on Recruiter's behalf, without Company's prior written consent, which may be provided only on a case-by case basis.

4.3 When accessing and using the SaaS Platform and Services, Recruiter shall not:

- (i) re-post any job listing found on SaaS Platform on any other third party job board and/or website;
- (ii) communicate directly with the Employer until and unless the Employer initiates communication with the Recruiter first and providing that the candidate's status is set/displayed as '*Accept*' (or any other status post-accept). However, should the Employer communicate with the Recruiter to ask a question prior to the candidate's status being set/displayed as '*Accept*', and Recruiter intends to answer such question, then Recruiter agrees to communicate with Employer via Company's customer support resources or message board (as activated by the Employer) to facilitate communication;
- (iii) use any material, data or information which is made available by Company as part of the SaaS Platform and Services in a manner that infringes upon any copyright, trademark, patent, trade secret, or other proprietary right of Company and/or any third party;
- (iv) upload files that contain malicious code, trojan horse, cancel bots, corrupted files, or any other similar software or programs that may damage the operation of Company's and/or a third party's computer or property;
- (v) download, reproduce, display, perform, and/or distribute any file posted to the SaaS Platform and Services by Company that Recruiter knows, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed;
- (vi) falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin/source of the SaaS Platform and Services or other material included in the SaaS Platform and Services, and made available by Company to Recruiter;
- (vii) violate any applicable laws or regulations;

- (viii) send or store infringing, obscene, threatening, abusive, defamatory, discriminatory or otherwise unlawful or tortious material, including material that violates privacy rights;
 - (ix) upload, post, reproduce, or distribute any information, software, or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights;
 - (x) sell, resell, rent, lease, loan, supply, publish, distribute, redistribute or sub-license the SaaS Platform and Services to a third party; and
 - (xi) attempt to breach the security and/or authentication measures of the SaaS Platform and Services.
- 4.4 Recruiter shall be solely liable for any and all actions of Recruiter's authorized users who were given access, by Recruiter, to the SaaS Platform and Services.
- 4.5 Recruiter acknowledges, that Company shall not be liable for:
- (i) Recruiter's behaviour towards Employers;
 - (ii) any false information/data provided by Recruiter to Employer, in relation to a candidate;
 - (iii) conducting any background checks on Employers and candidates;
 - (iv) the choices Recruiter makes with regards to the SaaS Platform and Services;
 - (v) any and all decisions, actions or inactions Recruiter or Employer may choose to take whilst accessing and using the SaaS Platform and Services; and
 - (vi) any result or non-result or any consequences which may occur due to Recruiter's access to and use of the SaaS Platform and Services.
 - (vii) collecting non-managed billing recruiting fees on behalf of Recruiter.
- 4.6 **Company's Responsibilities.** Subject to the terms and conditions of this Agreement, Company agrees to provide Recruiter with access to the SaaS Platform and Services in accordance with the terms and conditions of this Agreement. Company reserves the right to deny Recruiter access to the SaaS Platform and Services at any time if Company deems, in its sole discretion, that such denial is necessary in order to ensure Recruiter's compliance with this Agreement or to protect Company's rights, property, and interests.
- 4.7 If Company, reasonably believes in its sole discretion that Recruiter is participating in fraudulent or illegal activities, Company may immediately suspend or terminate Recruiter's access and/or Recruiter's authorized users' access to the SaaS Platform and Services.

5. REGISTRATION, PASSWORD AND SECURITY

- 5.1 To be able to use the Services on the SaaS Platform Recruiter must register either on the SaaS Platform or via the email invitation sent by a representative of the Employer, by providing all required information which shall include but not be limited to Recruiter's company name, company website, physical address, first name, last name, email, and contact information.

An account shall thereafter be opened by Company, in its sole discretion, for Recruiter on the SaaS Platform ("**Recruiter's Account**"). Each Recruiter's Account may only be registered and used by one (1) single individual. Recruiter may not access any third party's account or authorize any third party (save for Recruiter's authorized users) to access a Recruiter's Account on Recruiter's behalf. Recruiter acknowledges and agrees that Company may in its sole discretion (a) reject the registration of any Recruiter's Account for any or no reason, and (b) deny Recruiter with access to the SaaS Platform

for any or no reason without any obligation for Company to disclose or explain the reason to Recruiter.

5.2 Recruiter agree to:

- (i) provide true, accurate, current and complete information about Recruiter as prompted by Company's registration process on the SaaS Platform; and
- (ii) maintain and promptly update the information provided during registration to keep it true, accurate, current, and complete at all times.

5.2 If Recruiter provides any information to Company that is untrue, inaccurate, outdated, or incomplete, or if Company has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, Company may close Recruiter's Account on the SaaS Platform and/or deny Recruiter the ability to access and use the Services.

5.3 Recruiter may indicate, during the registration process, to Company Recruiter's choice of Recruiter's Account username and password to be used as login credentials to access Recruiter's Account ("**Login Credentials**"). Recruiter shall be solely responsible for (i) maintaining the confidentiality of Recruiter's Login Credentials; and (ii) any and all activities which occur under Recruiter's Account. Recruiter agrees to notify Company immediately of any unauthorized use of Recruiter's Account or any other breach of security. Company shall not be liable for any loss that Recruiter may incur as a result of any third party using Recruiter's Login Credentials and/or accessing/using Recruiter's Account either with or without Recruiter's knowledge. However, Recruiter may be held liable for losses incurred by Company due to any third party using Recruiter's Login Credentials and/or Recruiter's Account. Recruiter acknowledges and agrees that Recruiter may not (a) use the Recruiter's Account of another Recruiter registered on the SaaS Platform without the express permission of such Recruiter's Account holder, and further acknowledges that the Recruiter's Account is for use by one individual user only, and (b) impersonate any individual or entity, or falsely state or otherwise misrepresent any affiliation with an individual or entity when accessing the SaaS Platform and when using the Services.

6. **SUBSCRIPTION PLANS, SUBSCRIPTION PLAN FEES AND PAYMENT**

6.1 Company currently offers one free and two paid subscription plans, namely Free, Active and Managed, that enable Recruiter to use the SaaS Platform and Services ("**Subscription Plans**"). Recruiter acknowledges that Recruiter must register and subscribe to/sign-up to a free or paid Subscription Plan in order to access and use the SaaS Platform and Services. Each Subscription Plan shall (i) include restrictions and requirements that outline the features of the Subscription Plan, and (ii) reference the applicable fee ("**Subscription Plan Fee(s)**"). The features of each Subscription Plan shall be further detailed on Company's website located at <https://www.recruitalliance.com/agency-pricing.aspx>.

6.2 The Subscription Plan Fees, corresponding to Recruiter's Subscription Plan and to be paid by Recruiter to Company in consideration of Recruiter's access to and use of the SaaS Platform, shall be communicated to Recruiter by Company via email or on Recruiter's Account.

6.3 Recruiter acknowledges and agrees that the Subscription Plan Fees corresponding to Recruiter's paid Subscription Plan shall be (i) quoted and payable in U.S. Dollars (USD); and (ii) strictly non-refundable.

- 6.4 Recruiter will be billed on (i) a monthly, quarterly, bi-annual or annual basis for the active Subscription Plan, and (ii) an annual basis for the managed Subscription Plan (“**Billing Cycle(s)**”) for the Subscription Plan Fees owed by Recruiter to Company in accordance with this Agreement.
- 6.5 Payment of Recruiter’s Subscription Plan Fees shall be made by Recruiter to Company via credit or debit card. Company shall only issue Recruiter with an invoice for Subscription Plans with a quarterly, bi-annual or annual Billing Cycle if Recruiter sends Company a written request for an invoice to support@recruitalliance.com.
- 6.6 A valid payment method, including credit or debit card, is required to process the payment for Recruiter’s Subscription Plan. When a Recruiter subscribes to a Subscription Plan, Recruiter shall provide Company with Recruiter’s details, which may include (where applicable) Recruiter’s full name, business name, address, postal/zip code, telephone number, employer identification number (FEI/EIN), social security number, value added tax (VAT) identity number, and/or credit card details. By submitting such payment information, Recruiter automatically authorizes Company to charge all Subscription Plan fees to such credit card of theirs.
- 6.7 Recruiter shall provide Company with accurate and complete credit card details to ensure a valid payment method. Recruiter warrants that Recruiter is authorized to use Recruiter’s respective chosen credit card as a payment method. Recruiter shall notify Company of any changes to Recruiter’s respective credit card details and invoicing address.
- 6.8 By completing the required registration on the SaaS Platform, Recruiter agrees to authorize Company and/or our third party payment processor, to charge Recruiter’s credit card on a recurring monthly, quarterly, bi-annual or annual basis, until cancellation of the Subscription Plan or until termination/suspension of this Agreement as further provided herein under Section 14 (Term, Suspension and Termination), for (i) the applicable Subscription Plan fee, (ii) any other charges as agreed between the Parties, and (iii) any and all applicable taxes.
- 6.9 If Company does not receive payment from Recruiter’s verified payment method on the due date, the Recruiter shall immediately pay all amounts due to Company upon request. Should Company be unable to collect all such outstanding amounts, Company may in its sole discretion close and cancel Recruiter’s Account and access to the Services without any notice or liability to such Recruiter.
- 6.10 Company may in its sole discretion and at any time, modify the Subscription Plan Fees. Any Subscription Plan Fee change will become effective at the end of the then-current Billing Cycle. Company shall provide Recruiter with reasonable prior notice of at least thirty (30) calendar days prior to effectively implementing any change in Subscription Plan Fees in order to give Recruiter the opportunity to cancel (in accordance with Section 14 (Term, Suspension, Termination and Expiration) Recruiter’s Subscription Plan and/or terminate the Agreement before such change becomes effective. Recruiter’s continued use of the SaaS Platform and Services after the Subscription Plan Fee change has come into effect shall constitute Recruiter’s agreement to pay the modified Subscription Plan Fee.
- 6.11 Recruiter agrees to notify Company of any billing queries and/or errors within thirty (30) calendar days after receipt by Recruiter of any invoice (submitted/sent by Company to Recruiter hereunder). Should Recruiter not notify Company of any billing queries and/or errors within such time period, this absence of notification on Recruiter’s part shall be deemed to constitute Recruiter’s waiver of Recruiter’s right to dispute such queries and

errors following the expiration of such thirty (30) calendar day period. Recruiter acknowledges, understands and agrees that Company reserves the right to correct any errors in the Subscription Plan Fees, previously quoted by Company to Recruiter and for which Company received payment from Recruiter, (i) by correcting such error in the Subscription Plan Fees, or (ii) by issuing a credit note or corrected invoice to Recruiter.

- 6.12 Company does not guarantee that the Subscription Plans and the respective SaaS Platform and Services will be offered indefinitely and reserves the right, at its sole discretion, to (i) change the Subscription Plan Fees, and (ii) alter the features and options associated with any particular Subscription Plan.
- 6.13 Recruiter acknowledges and agrees that Company may, from time to time, add additional features or functionalities to the SaaS Platform and Services. As such, Recruiter's access to and use of any additional features and functionalities to the SaaS Platform and Services may require the payment of additional Subscription Plan Fees by Recruiter.

7. MANAGED BILLING SERVICES AND RECRUITING FEES

- 7.1 Recruiter acknowledges that each job posted on the SaaS Platform shall include additional terms and conditions (including but not limited to payment terms), which are specific to the Employer's requirements. As such, Recruiter shall be solely responsible for reviewing the additional terms and conditions, and clicking the 'I Agree' button, prior to submitting/referring a candidate for a job posted on the SaaS Platform.
- 7.2 For managed billing services, Recruiter acknowledges that Company shall, on behalf of Recruiter, collect from Employer, for each candidate that Recruiter submits to Employer via the SaaS Platform, and who is subsequently hired by Employer, the applicable recruiting fee ("**Recruiting Fee(s)**"). For the avoidance of doubt, if a job posted on the SaaS Platform is not covered by the managed billing service, the Recruiter shall be responsible for invoicing the Employer directly, and obtaining payment from the Employer.
- 7.3 Recruiter further acknowledges that Recruiting Fees can be formulated by Employers either as a (i) percentage computed on a candidate's base salary, (ii) percentage computed on the total compensation, or (iii) flat fee.
- 7.4 Company shall collect the applicable Recruiting Fee from Employer and make payment of the Recruiting Fee to Recruiter less the applicable intermediary fee as agreed between Company and Recruiter.
- 7.5 Recruiter acknowledges and understands that in the event the candidate resigns from the Employer's employment, or if the candidate's employment agreement is terminated for cause (which does not include cases of termination due to (i) the Employer downsizing, restructuring, eliminating the candidate's position, or (ii) any other business decision made by the Employer) between the date the candidate was hired and the expiry of the guarantee period (as provided on the job offer/vacancy post), Employer shall be responsible for changing the status of the candidate's employment position on the SaaS Platform, thereby notifying Recruiter that Recruiter has thirty (30) calendar days in which to refund the Recruiting Fees to Company. For the avoidance of doubt, Recruiter acknowledges and agrees that Company shall not be held liable, under any circumstances, for any claims brought by Employer against Recruiter, should Company be unable to recover/collect such Recruiting Fees from Recruiter.

8. TAXES

Unless stated otherwise, all Subscription Plan Fees, Recruiting Fees, and any other fees that may become due under this Agreement, owed to Company by Recruiter in consideration of Recruiter's access to and use of the SaaS Platform and Services, shall be exclusive of any taxes, levies, duties, or similar governmental assessments of any nature, whether disputed or not, including any value-added, sales, use or withholding taxes, assessable by any jurisdiction ("**Taxes**"). Recruiter shall be responsible for the payment of any and all Taxes (except for those based on Company's income) associated with Recruiter's subscription to the SaaS Platform and Services, as well as for any Recruiting Fee that may become due and payable under this Agreement. Recruiter hereby indemnifies and holds Company harmless from the payment of any Taxes and costs associated with the collection or withholding thereof, including penalties and interest. If Company is under a legal obligation to pay or collect Taxes for which Recruiter is responsible under this Section 8, the applicable amount shall be invoiced (by Company) to and paid by Recruiter unless Recruiter provides Company with a valid tax exemption certificate from the applicable taxing authority.

9. INTELLECTUAL PROPERTY

- 9.1 "**Intellectual Property**" shall mean the intellectual property of either Party, which shall include any developments, derivative works, deliverables, enhancements and/or modifications to any intellectual property defined as, but not limited to: any patents, trademarks, trade secrets, design, database, business process or methodologies, techniques, know-how or other intangible property. Each Party and/or its licensors own and shall retain all right, title and interest (for instance, without limitation, patent right, copyright, trademark right, trade secret right, moral right, design right, database right or any other intellectual property right or proprietary right) in and to its respective Intellectual Property.
- 9.2 The Parties acknowledge that all Intellectual Property rights belonging to a Party prior to the execution of this Agreement or created by the Parties regardless of the execution of this Agreement shall remain vested in that Party.
- 9.3 Each Party shall take the appropriate steps and precautions for the protection of the other Party's Intellectual Property and Confidential Information (defined below). Without limiting the generality of the foregoing, each Party will: (i) keep all forms or copies of Intellectual Property secure and use its best efforts to prevent any unauthorized use and access of/to a Party's Intellectual Property; (ii) include in any copy of any Intellectual Property the appropriate notices of ownership; or (iii) to the extent practicable and only as instructed in writing, return or destroy the other Party's Intellectual Property. Each Party agrees that it/she/he will immediately notify the other Party of any unauthorized use of such other Party's Intellectual Property and of any potential or pending legal action in relation to any potential or actual infringement of such other Party's Intellectual Property rights. The Party being notified (i) may, at its option and expense, assume control of such action with the other Party providing assistance relating to such action as may be reasonably requested by a Party, and (ii) will assist in enforcing any settlement or order made in connection with the action.
- 9.4 **Recruiter's Intellectual Property Rights.** Any Recruiter's data, information or other materials furnished to Company by Recruiter in connection with Recruiter's use of the SaaS Platform and Services shall remain the sole property of Recruiter. All such materials shall be (i) released and returned by Company to Recruiter at the latest upon the termination of this Agreement, or (ii) destroyed upon Recruiter's written request.
- 9.5 **Company's Intellectual Property Rights.** Company and its licensors shall retain all rights, title and interest in and to all of its respective Intellectual Property used by

Company in order to provide the SaaS Platform and Services to Recruiter under this Agreement. Any ideas, concepts, expertise, techniques, sequence, or organization relating to data processing developed during the Subscription Term (defined below) by Company, or jointly by Company and Recruiter, shall be the sole and exclusive property of Company.

- 9.6 **Feedback.** By sending Company any suggestions, enhancement requests, recommendations or other feedback (collectively “**Feedback**”) Recruiter agrees that (i) Recruiter’s Feedback will not contain any confidential or proprietary information belonging to any third-party(ies), (ii) Company shall be under no obligation of confidentiality, express or implied, with respect to Recruiter’s Feedback, (iii) Company may have feedback from other subscribers which is similar to Recruiter’s Feedback and already under consideration by Company or being developed by other subscribers for Company’ benefit, and (iv) Recruiter grants Company an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute and sublicense Recruiter’s Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to Recruiter, and Recruiter irrevocably waives, and causes to be waived any claims and assertions of any moral rights, contained in such Recruiter’s Feedback, against Company.

10. CONFIDENTIALITY

- 10.1 “**Confidential Information**” shall mean any know-how, trade secrets, information, data, materials or other confidential and/or proprietary information disclosed by one Party to the other under this Agreement that is either: (i) conspicuously marked or otherwise identified as ‘Confidential’ or ‘Proprietary’ at the time of disclosure; or (ii) should reasonably be understood by the receiving Party to be confidential based upon the nature of the information disclosed or the circumstances of the disclosure. Confidential Information includes any:

- (i) business records and plans, user or client feedback, and online accounts;
- (ii) form of scientific, technical or data information, website identification, passwords, technical and business information relating to disclosing Party’s proprietary ideas, software, business or otherwise;
- (iii) concepts, reports, data, knowledge, works in progress, information, trade secrets, trademarks, patentable ideas, copyrights, existing and/or contemplated products and services, development tools, specifications, software, maps, drawings, source code, object codes, flow charts, databases, inventions, website content, designs, logos, brochures, images schematics, research and development;
- (iv) form of financial information, production, costs, profit and margin information, finances and financial projections, list or information about users, vendors, suppliers, business partners, business associates, Recruiters or clients, marketing information, sales leads, strategic alliances, partners, and current or future business plans and models; and
- (v) personal identifiable information including but not limited to the name, contact details, address, date of birth, personal preferences, etc. related to any Recruiters, employees, contractors, users or any other person whatsoever.

- 10.2 The Parties acknowledge and agree that each Party will have access to certain trade-secrets and other non-public Confidential Information of the other during and in connection with the performance of its obligations hereunder, and hereby agrees not to disclose any Confidential Information to any third party and not to use any such Confidential Information for any purpose other than as strictly required for the purpose of performing its obligations under this Agreement. All such Confidential Information is and shall remain the exclusive property of the disclosing Party and no license shall be

granted or implied with respect to such Confidential Information by reason of the other Party's access to such Confidential Information. Each Party agrees to protect the Confidential Information of the other with the same standard of care and procedures used by such Party to protect its own Confidential Information of similar importance while at all times using the same standard of care.

- 10.3 Each Party shall take such sufficient precautions to enable such Party to comply with all the terms hereof and to ensure similar compliance thereof by each of their respective employees/personnel. Furthermore, each Party shall bind the Party's respective employees/personnel to ensure and maintain complete and effective secrecy and confidentiality regarding any and all information whatsoever pertaining to the other Party and which comes to such Party's knowledge in the course of performing its obligations under this Agreement.
- 10.4 **Use and Compelled Disclosure of Confidential Information.** A Party may use Confidential Information of the other Party: (i) to the extent reasonably necessary to exercise its rights and perform its obligations under this Agreement. Either Party may disclose the existence of this Agreement for the purposes of financing, audits, or internal processes. In the event that a Party receives a subpoena or other validly issued administrative or judicial notice requesting the disclosure of the other Party's Confidential Information, it/she/he will, to the extent legally permissible, promptly notify the other Party and, if requested, tender to the other Party the defense of the subpoena or notice. If requested by the disclosing Party, the receiving Party will cooperate (at the expense of the requesting/disclosing Party) in opposing the subpoena or notice. Unless the subpoena or notice is timely limited, quashed or extended, the receiving Party will then be entitled to comply with the request to the extent permitted by Law.
- 10.5 **Exclusions.** Confidential Information shall not include information that was: (i) previously known to the receiving Party without an obligation not to disclose such information; (ii) independently developed by or for the receiving Party without use of the other Party's Confidential Information; (iii) acquired by the receiving Party from a third-party which was not, to the receiving Party's knowledge, under an obligation not to disclose such information; or (iv) is or becomes publicly available through no fault of the disclosing Party.
- 10.6 Each Party acknowledges that monetary damages may not be a sufficient remedy for unauthorised disclosure by such Party of any Confidential Information of the other Party and that such other Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
- 10.7 The Parties' obligations arising under this Section 10 (Confidentiality) shall (i) survive the termination of this Agreement and (ii) remain indefinitely in force after the termination of this Agreement.

11. WARRANTY & DISCLAIMER

- 11.1 THE SAAS PLATFORM AND SERVICES PROVIDED BY COMPANY UNDER THIS AGREEMENT SHALL BE PROVIDED IN A TIMELY AND PROFESSIONAL MANNER AND SHALL CONFORM TO THE STANDARDS GENERALLY OBSERVED IN THE INDUSTRY FOR SIMILAR SERVICES AT THE TIME SUCH SAAS PLATFORM AND SERVICES IS PROVIDED BY COMPANY TO RECRUITER.
- 11.2 **DISCLAIMER.** THE SAAS PLATFORM AND SERVICES PROVIDED BY COMPANY UNDER THIS AGREEMENT, ARE PROVIDED "AS IS", "WITH ALL FAULTS" AND "AS

AVAILABLE". COMPANY DOES NOT MAKE ANY OTHER REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE SAAS PLATFORM AND SERVICES, OR OTHER ITEMS PROVIDED BY OR ON BEHALF OF COMPANY UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, OR NON INFRINGEMENT AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. COMPANY DOES NOT WARRANT THAT THE SAAS PLATFORM AND SERVICES OR OTHER ITEMS PROVIDED BY OR ON BEHALF OF COMPANY UNDER THIS AGREEMENT ARE FREE FROM BUGS, VIRUSES, HARMFUL COMPONENTS, ERRORS, OR DEFECTS, OR THAT THE OPERATION OF ANY OF THE FOREGOING WILL BE SECURE OR UNINTERRUPTED, NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SAAS PLATFORM AND SERVICES. RECRUITER SHALL NOT HAVE THE RIGHT TO PASS ON ANY REPRESENTATION OR WARRANTY OF COMPANY TO ANY THIRD-PARTY OR END USER, NOR DOES COMPANY PROMISE TO BACKUP ANY OF RECRUITER'S DATA/INFORMATION/CONTENT. RECRUITER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF PRIVACY, CONFIDENTIAL INFORMATION AND PROPERTY. COMPANY SPECIFICALLY DISCLAIMS AND MAKES NO REPRESENTATION OR WARRANTY, ORAL OR IN WRITING, CONCERNING THE VIABILITY, ENFORCEABILITY, OR COMPLIANCE WITH APPLICABLE LAWS IN RELATION TO THE SAAS PLATFORM AND SERVICES, AND THE USE BY RECRUITER OF THE SAAS PLATFORM AND SERVICES IN A PARTICULAR COUNTRY, TERRITORY, OR REGION.

- 11.3 COMPANY AND ITS VENDORS DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY WARRANTY OR REPRESENTATION THAT THE SAAS PLATFORM AND SERVICES INCLUDING THE ACCESS THERETO AND USE THEREOF, WILL BE UNINTERRUPTED, TIMELY, SECURED, ERROR FREE, THAT DATA WON'T BE LOST, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SAAS PLATFORM AND SERVICES IS FREE FROM VIRUSES OR OTHER HARMFUL CODE. COMPANY AND ITS VENDORS FURTHER DISCLAIM ANY AND ALL LIABILITY OR RESPONSIBILITY FOR ANY DELAYS, FAILURES, INTERCEPTION, ALTERATION, LOSS, OR OTHER DAMAGES THAT RECRUITER MAY SUFFER, AND THAT ARE BEYOND COMPANY'S CONTROL.
- 11.4 EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT WARRANT, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION (I) THAT THE SAAS PLATFORM AND SERVICES (OR ANY PORTION THEREOF) IS COMPLETE, ACCURATE, OF ANY CERTAIN QUALITY, RELIABLE, SUITABLE FOR, OR COMPATIBLE WITH, ANY OF RECRUITER'S CONTEMPLATED ACTIVITIES, DEVICES, OPERATING SYSTEMS, BROWSERS, SOFTWARE OR TOOLS (OR THAT IT WILL REMAIN AS SUCH AT ANY TIME), OR COMPLY WITH ANY LAWS APPLICABLE TO RECRUITER; AND/OR (II) REGARDING ANY CONTENT, INFORMATION, OR RESULTS THAT RECRUITER OBTAINS THROUGH THE USE OF THE SAAS PLATFORM AND SERVICES.
- 11.5 Company cannot guarantee that the SaaS Platform and Services will generate a profit or a return on investment or positive feedback for the Recruiter. Company cannot therefore be liable to Recruiter or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the SaaS Platform and Services.

- 11.6 **Mutual Warranties.** Each Party hereby represents, warrants, and covenants that: (i) it/she/he has the authority and right to enter into this Agreement, and to perform its obligations under this Agreement; (ii) no consent, approval, or withholding of objection is required from any third-party or governmental authority with respect to the entering into or the performance of this Agreement; and (iii) it/she/he shall be solely responsible for complying with all applicable Federal, state, and local laws and regulations that pertain its business operation(s) within its specific industry.
- 11.7 **Downtime.** Recruiter acknowledges that the SaaS Platform and Services may be temporarily unavailable due to scheduled maintenance or for unscheduled emergency maintenance, conducted either by Company or by third party service providers, or due to other causes beyond Company's reasonable control. Where reasonably possible, Company shall use reasonable efforts to provide Recruiter with advance written notice via e-mail as pertains to any scheduled service disruption.

12. LIMITATION OF LIABILITY

- 12.1 **Aggregate Liability.** NEITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER FOR ANY CLAIMS (INCLUDING THIRD-PARTY CLAIMS) ARISING FROM, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OF LIABILITY (WHETHER IN CONTRACT OR TORT OR OTHERWISE), WILL EXCEED THE SUBSCRIPTION PLAN FEES PAID BY RECRUITER TO COMPANY IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, MINUS ANY AMOUNTS PAID BY THE LIABLE PARTY DURING THAT SAME PERIOD FOR ANY PRIOR LIABILITY.
- 12.2 **No Consequential Damages.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT, RELIANCE OR PUNITIVE DAMAGES, FOR ANY LOSS OF PROFITS (WHETHER DIRECT OR INDIRECT) OR REVENUE (OTHER THAN SUBSCRIPTION PLAN FEES AND RECRUITING FEES PAYABLE UNDER THIS AGREEMENT), FOR ANY BUSINESS INTERRUPTION OR LOSS OF BUSINESS INFORMATION OR DATA, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED OR IS REASONABLY FORESEEABLE.

13. INDEMNIFICATION

- 13.1 Company shall defend, indemnify and hold Recruiter harmless (including by paying external attorneys' fees and costs/expenses of defense) and pay any settlement to which Company consents in relation to any third party claim to the extent that such third party claim is arising from the Recruiter's use of the SaaS Platform and Services infringing upon any intellectual property right of such third-party. Company's defense and payment obligations will not apply, however, if the third party's intellectual property infringement claim relates to or arises from: (i) Recruiter's failure to use corrections or enhancements to the SaaS Platform as made available by Company to Recruiter; (ii) Recruiter's use of the SaaS Platform and Services in combination with any of Recruiter's or third party's product, technology, or information not owned or developed by Company; (iii) Recruiter's violation of the terms and conditions of this Agreement; or (iv) Company's compliance with any Recruiter's specifications or requirements, including, without limitation, any functional specifications provided by Recruiter to Company.
- 13.2 Company may, at its expense and option in case of third party's intellectual property infringement claim: (i) Company shall obtain the necessary rights from such third party,

to permit Recruiter to continue to use the SaaS Platform and Services; (ii) replace the SaaS Platform and Services with a non-infringing equivalent product; or (iii) modify the SaaS Platform and Services to make it non-infringing. As a condition of receiving any of the foregoing remedies, Recruiter must promptly notify Company in writing of the third-party claim and provide reasonable cooperation (at Recruiter's own expense) and full authority to Company to defend or settle the claim or suit. Company will have no obligation to pay for any settlement or compromise of such third-party claim made without Company's written consent. The remedies set out in this Section 13 constitute Recruiter's sole and exclusive remedy and Company's sole liability with respect to any infringement by Company of any third party's Intellectual Property right arising.

13.3 Recruiter shall defend, indemnify and hold Company and its officers, directors, employees, and agents harmless from and against any and all third party claims, actions, liability, expenses (including reasonable attorneys' fees), costs, or losses arising from: (i) Recruiter's combination, operation or use of the SaaS Platform and Services with third-party technology; (ii) any misuse of the SaaS Platform and Services by Recruiter and Recruiter's authorized users; (iii) the acts (or any failure to act) of Recruiter or Recruiter's authorized users hereunder; (iv) any breach by Recruiter of its obligations under this Agreement; (v) any breach of security, service interruption and/or termination, that are directly related to the design, functionality, performance, or operability of the SaaS Platform and Services; or (vi) any third-party claim against Company for any breach of applicable data privacy laws and regulations.

14. TERM, SUSPENSION, AND TERMINATION

14.1 This Agreement shall commence on the effective date of this Agreement and remain in full force ("**Subscription Term**") unless terminated in accordance with the provisions of this Agreement.

14.2 **Suspension.** Company may suspend or temporarily disable Recruiter's access to and use of the SaaS Platform and Services if (i) Recruiter fails to make payment of the Subscription Plan Fee for Recruiter's use of the SaaS Platform and Services on time; (ii) Company suspects Recruiter of partaking in any illegal activity; (iii) Company reasonably believes that Recruiter has violated the terms of this Agreement; or (iv) requested by law enforcement authorities or other government agencies. Recruiter acknowledges and agrees that Company shall not be liable to Recruiter or any third party for any loss or damages caused to Recruiter or any third party as a result of the suspension by Company of Recruiter's access and use of the SaaS Platform and Services. For the avoidance of doubt, any suspension by Company of the SaaS Platform and Services shall not relieve Recruiter from Recruiter's obligation to make payment of the Subscription Plan Fees and Recruiting Fees.

14.3 **Termination for Convenience.** Company may terminate this Agreement for any reason or no reason at all, and without liability, by giving Recruiter fifteen (15) calendar's prior notice. Recruiter may terminate the Recruiter's Subscription Plan for any reason or no reason at all, and without liability, by giving Company fifteen (5) calendar's notice, via email to support@recruitalliance.com before the commencement of the next Billing Cycle. The Recruiter must include the following information in the email: the Recruiter's Account name and email address.

14.4 **Termination for Cause.** Without prejudice to any other rights or remedies to which the Parties may be entitled, either Party may terminate this Agreement without liability to the other if:

- (i) the other Party commits a material breach of any of the terms of this Agreement and (if such breach is remediable) fails to remedy such breach within thirty (30) calendar days of the date upon which the non-breaching Party has been notified in writing of such breach;
- (ii) an order is made, or a resolution is passed by any competent authority for the winding up of the other Party, or if circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other Party;
- (iii) an order is made by any competent authority for the appointment of an administrator to manage the affairs, business and property of the other Party, or legal documents are filed by a third party with a court of competent jurisdiction for the appointment of an administrator of the other Party;
- (iv) a receiver is appointed by an authority of competent jurisdiction, or if any other third party takes possession of or sells the other Party's assets;
- (v) the other Party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way;
- (vi) the other Party ceases, or threatens to cease, to trade; or
- (vii) the other Party takes any similar action in any jurisdiction as a consequence of the other Party incurring debt.

14.5 Effect of Termination. Recruiter acknowledges that upon the termination of this Agreement or upon the cancellation of Recruiter's Subscription Plan, Recruiter shall cease to access and use the SaaS Platform and Services. Any termination of this Agreement shall not relieve Recruiter from Recruiter's obligation to make payment of the Subscription Plan Fees and Recruiting Fees owed up until and including the effective date of termination.

15. FORCE MAJEURE

Neither Party shall be liable for, or be considered to be in breach of or in default under this Agreement on account of, any delay or failure to access/use the SaaS Platform as a result of any cause or condition beyond such Party's reasonable control, including, but not limited to: fire, explosion, power blackout, terrorism, earthquake, storm, flood, wind, drought or acts of God; epidemic and pandemic, court order; act, delay or failure to act by civil, military or other governmental authority; strike, lockout, labor dispute, riot, insurrection, sabotage or war; failure, interruption or degradation of any telecommunications or transmission lines; unavailability of required parts, materials or other items; acts or omissions of Internet traffic carriers, or act, delay or failure to act by the other Party or any third-party; provided that such Party uses reasonable efforts to promptly overcome or mitigate the delay or failure to perform. If one of the causes or conditions listed in this Section 15 delays or prevents a Party's performance, that Party will promptly notify the other and describe the anticipated duration of the delay or prevention, as well as the steps being taken to overcome or mitigate the delay or failure to perform.

16. GOVERNING LAW AND JURISDICTION

In the event of any disagreement between the Parties with respect to the interpretation and implementation of any aspect of this Agreement, the Parties agree to discuss in good faith to reach an amicable resolution prior to starting any litigation/legal proceedings against each other.

This Agreement, and any dispute arising out of or in connection with the Agreement, its subject matter or its formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of the State of Florida (USA). The Parties irrevocably submit to the exclusive jurisdiction of the American Arbitration Association in

Martin, Florida, USA to settle any dispute which may arise out of or in connection with this Agreement.

In no event shall any claim, action or proceeding, in relation to your access to and use of the Services and SaaS Platform be instituted by you against Company more than one (1) year after the cause of action arose.

17. GENERAL PROVISIONS

17.1 **Severability.** If any of the provisions or portions of this Agreement are held to be invalid under any applicable statute or rule of Law, such provisions shall be deemed to be omitted from this Agreement without in any way invalidating or impairing the other provisions of this Agreement.

17.2 **No Waiver.** Save for Sections 6.7 and 9.6, a Party's failure or delay in enforcing any provision of this Agreement will not operate as a waiver of the right to enforce that provision or any other provision of this Agreement at any time. A waiver of any provision of this Agreement shall be in writing, specify the provision to be waived and signed/executed by the Party agreeing to the waiver.

17.3 **No Third-Party Beneficiaries.** This Agreement are not intended to and shall not be construed to give any third-party any interest or rights (including, without limitation, any third-party beneficiary rights) with respect to or in connection with any term, agreement or provision contained herein or contemplated hereby.

17.4 **No Assignment.** Recruiter shall not assign or otherwise transfer Recruiter's rights and obligations under this Agreement without the prior written consent of Company. Any attempt to make such an assignment without Company's consent shall be void. Company's consent shall not be unreasonably withheld.

However, this Agreement shall be binding upon and inure to the benefit of Company, its affiliates, or any corporation or other entity to which Company may (i) transfer all or substantially all its assets and business, or (ii) assign the rights and obligations under this Agreement, in which case references to "Company" as used herein shall mean such affiliate, corporation or other entity.

17.5 **No Agency, Partnership, or Employment Relationships.** Recruiter acknowledges that Company is merely a service provider. Accordingly, there is no employment, agency, joint venture, or partnership relationship between Recruiter and Company.

17.6 **Notices.** Except as otherwise provided under this Agreement, any notice required or permitted to be given by Recruiter will be effective only if it is in writing and sent via email to support@recruitalliance.com. Any notices provided to Recruiter by Company shall be sent to the email address provided by Recruiter to Company, or to such other address as Recruiter may specify from time to time. Notices shall be deemed to be given twenty-four (24) hours after the email is sent, unless the Party sending such notice is notified that the email address is invalid.

17.7 **Entire Agreement.** This Agreement and the EULA, contain the full and entire agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes all prior negotiations, representations and proposals, written or otherwise, relating to its subject matter.

17.8 **Electronic Signature by Checking the "I Accept" Box.** This Agreement shall come into force on the date upon which the Recruiter accepts the terms and conditions of this

Agreement, by checking the box "*I Accept*" and clicking the "*Submit*" button below ("**Effective Date**") and will remain in full force and effect in accordance with the terms provided herein, unless terminated earlier by the Parties. Upon checking the "*I Accept*" box below (i) Recruiter confirms that Recruiter has fully read this Agreement after having had the opportunity to consult with legal counsel, (ii) Recruiter represents and warrants that Recruiter has the right, authority and capacity to enter into this Agreement, (iii) Recruiter is electronically signing/executing this Agreement in a manner which is legally equivalent to Recruiter's handwritten signature, (iv) Recruiter agrees that the Agreement will come into force immediately and automatically and (v) Recruiter will become legally bound by all enforceable terms and conditions contained in this Agreement.