

GENERAL TERMS AND CONDITIONS ADDENDUM

1. **Services.**

Connective Talent, Corp. ("Connective") provides both staffing and recruitment services for Clients ("Client" means any individual or business on behalf of whom Connective performs the Services described hereinbelow, whether directly or indirectly, and whether pursuant to any master agreement or otherwise), connecting its Clients with professionals (sometimes referred to herein as "Candidates" or, more specifically, "Consultants" or "Direct Hire Candidates" as described more fully hereinbelow) either to work on a contract or project basis ("Consultants") or for direct hire ("Direct Hire Candidates") (collectively, the "Services"). In performing such Services, the following Terms and Conditions govern the relationship between Connective and the Client:

- a. Consultants: Connective shall perform professional resourcing services and shall assign persons to Client pursuant to specific checks and tests identified by Client on various Assignment Orders ("Assignment Order" means any written confirmation of any temporary assignment of Consultant who will perform work on behalf of Client) in order to perform the scope of work described on one or more Statement of Work Addendums on a contract or project basis, who: (i) Connective has recruited, interviewed, screened, and employed; and (ii) Connective identifies as a match to Client's desired qualifications or needs (such persons hereinafter referred to as "Consultants"). On behalf of all Consultants, Connective shall: (i) maintain personnel and payroll records; (ii) pay, withhold, and transmit payroll taxes; (iii) make unemployment contributions; and (iv) settle unemployment and workers' compensation claims regarding compensation Connective pays to Consultants. Consultants will not be entitled to benefits offered or provided by Client to Client's staff. Client shall complete a Statement of Work Addendum specifying hourly rate, duration, and any deliverables to be provided by Connective. Consultants shall perform the work on behalf of Client and at the location described in the Statement of Work. It is expressly understood among the parties that any discoveries, inventions, concepts or ideas (including improvements and modifications thereto) made or conceived solely or jointly with others by any Consultant in connection with the services to be performed hereunder will be the property of Client as "work made for hire".
- b. Direct Hires: Subject to Client's needs and at the request of Client, from time-to-time Connective may perform recruitment services to locate and identify persons who meet Client's desired qualifications and provide to Client such person's credentials, including name, resume, contact information, background information, profile, bio, curriculum vitae, and other qualifications. Connective may refer such candidates whom Connective identifies as a match to Client's desired qualifications (each being a "Direct Hire Candidate") for Hire (defined and described more fully below) to Client by delivering a Direct Hire Candidate's resume or other information relating to the Direct Hire Candidate and their qualifications.
- c. At all times during which the Services are being performed and/or provided, Connective and Client agree that the exchange of information with regard to referred Consultants or Direct Hire Candidates will not violate any relevant Equal Employment Opportunity and/or Americans with Disabilities Act. Both parties acknowledge that each is making decisions without regard or consideration for an individual's race, color, religion, sex, age, national origin, ancestry, citizenship, marital status, physical or mental disability, or other protected status.

2. **Compensation.**

Unless otherwise specifically stated in a Statement of Work, Client will compensate Connective based on the fee schedule communicated in Connective's confirmation correspondence, whether in the form of Confirmation of Services Fees, a Confirmation of Placement and Fees, or otherwise. Such fees and compensation will fall into three (3) categories and will be calculated based upon such Candidate's status as either a Consultant or as a Direct Hire Candidate. Specifically, if Client Interviews ("Interview" means meeting and discussing employment opportunities in person, via telephone or

videoconferencing, or by other electronic means of communication) or Hires (“Hire” means making an offer of employment or otherwise allowing for a Consultant or Direct Hire Candidate to perform services, whether on a contract, project, or permanent basis, for the benefit of Client) a Consultant or a Direct Hire Candidate within twelve (12) months of the date on which Connective made its initial referral of such Consultant or Direct Hire Candidate to Client, Client shall pay Connective a fee subject to the following:

- a. an amount equal to a specified dollar amount for each Consultant and Direct Hire Candidate that Client Interviews (the “Interview Fee”);
- b. an amount equal to a specified percentage of each Direct Hire Candidate’s first year base salary for each Direct Hire Candidate that Client Hires (the “Placement Fee”); and
- c. an amount equal to a specific dollar amount per hour for each hour of work reported on each Consultant’s Time Sheet Report (the “Consultant Fee”).

Client shall pay Connective: (i) the Interview Fee within thirty (30) days after the date of the Interview with such Direct Hire Candidate; and (ii) the Placement Fee within thirty (30) days after such Direct Hire Candidate’s start date with Client.

If Client elects to re-engage and pursue a Consultant as a Direct Hire Candidate as opposed to a Consultant within twelve (12) months of Consultants assignment with Client and Client ultimately Hires such Consultant, Client shall pay Connective the Placement Fee. If Client elects to Hire a Consultant on a direct hire basis within three hundred sixty-five (365) days of Consultant’s start date, Connective shall pay Connective the Placement Fee prorated according to the following schedule:

<u>Number of Days of Service</u>	<u>Percentage of Placement Fee</u>
0 – 90 Days:	25%
91 – 180 Days:	50%
181 – 270 Days:	75%
271 - 364 Days:	100%

If any Consultant or Direct Hire Candidate is Hired and completes at least three hundred sixty-five (365) continuous days of service on behalf of Client, Connective agrees to waive its aforementioned Placement Fee with respect to that specific Consultant or Direct Hire Candidate. If such Placement Fee has already been paid to Connective, Connective agrees to refund such Placement Fee to Client within a commercially reasonable timeframe of Connective’s receipt of notice of such Consultant’s or Direct Hire Candidate’s completion of three hundred sixty-five (365) continuous days of service on behalf of Client.

Connective may submit invoices to Client in the form and manner specified by Client at the address provided by Client on a weekly basis for Consultants, and following any Interviews of Consultants or Direct Hire Candidates as well as on the start date of Direct Hire Candidates who are ultimately Hired. Client shall pay Connective within fifteen (15) days after the Client’s receipt of such invoices. All invoices shall be deemed accepted by Client unless disputed by Client in writing within five (5) days after Client’s receipt of such invoice. If an invoice is disputed, Client shall pay the undisputed portion of such invoice when due. Client shall pay Connective interest at the rate of one percent (1%) per month (or any part thereof) on any amount not fully paid within thirty (30) days after Client’s receipt of such invoice. Such interest will continue to accrue until any unpaid amount is fully paid.

3. **Replacement Policy.** If a Consultant or Direct Hire Candidate is Hired by Client, all applicable fees are paid in accordance with Section 2, and such Consultant or Direct Hire Candidate is subsequently terminated, whether by resignation or for some cause other than company-wide layoffs or reductions in workforce, elimination of such Consultant’s or Direct Hire Candidate’s position, or insufficient work for such Consultant or Direct Hire Candidate, within thirty (30) days of such Consultant’s or Direct Hire

Candidate's start date with Client, Connective shall perform the Services to identify and refer a replacement Consultant or Direct Hire Candidate for no additional fees (the "Replacement"). In order to effectuate the foregoing, Client shall notify Connective of such Consultant's or Direct Hire Candidate's termination within five (5) business days following such termination at which time Connective shall perform the Replacement. If all fees are not paid in accordance with Section 3, Connective shall perform the Replacement following a Consultant's or Direct Hire Candidate's termination only in instances where the termination occurred within ten (10) days of such Consultant's or Direct Hire Candidate's start date with Client. **THE REPLACEMENT WILL BE CLIENT'S EXCLUSIVE REMEDY WITH RESPECT TO ANY NONCONFORMITY OR DEFICIENCY IN CONNECTIVE'S PERFORMANCE OF THE SERVICES.**

In the event Client is merely dissatisfied with the performance of any Consultant, then upon Client's written request, Connective will remove the Consultant with whom the Client is dissatisfied and use its best efforts to provide a suitable substitute as soon as is practicable. In such an instance, such substitution shall not constitute a Replacement as described hereinabove.

4. **Candidate Ownership.** In the event Client rejects any of Connective's referrals of any Consultants or Direct Hire Candidates, Client shall immediately notify Connective of such rejection in writing. If, following such rejection, it is discovered by Connective that any Consultant or Direct Hire Candidate had been: (i) referred to Client by another party within six (6) months prior to Connective's referral of such Candidate; (ii) identified by Client through internal recruiting efforts within six (6) months prior to Connective's referral of such Candidate; or (iii) otherwise subject to the exclusive recruitment services of another recruitment services provider, Client will not be obligated for any fee or other compensation to Connective. In any other circumstance resulting in a Consultant or Direct Hire Candidate being Hired within six (6) months following a prior rejection, however, all fees that would otherwise due and owing to Connective under the terms of this Addendum shall be paid by Client as described hereinabove.
5. **Client's Responsibilities.** If a Consultant or Direct Hire Candidate is placed with Client, Client shall provide Consultants and Direct Hire Candidates all technical data, information, and resources necessary to perform such Consultant or Direct Hire Candidate's assignment, including hardware, software, workspace, and general office supplies. Client agrees to supervise and control the work, premises, processes and systems to be performed by Consultants and to review and approve the corresponding work product. In addition, Client will control the development, quality and implementation of the work product. Client will also be responsible for, and assume the risk for, any problems attributable to the content, accuracy, completeness and consistency of all data, materials, information and resources supplied by Client.

Client shall be responsible for implementing and maintaining usual, customary, and appropriate internal accounting procedures and controls, internal controls, and other appropriate procedures to safeguard Client's proprietary information, intellectual property, and other trade secrets. Connective shall not be responsible for any losses, liabilities, or claims arising from the lack of such controls or procedures.

Client shall have full responsibility for providing safe working conditions, as required by law, including ensuring that safety plans exist and that safety related training is provided to any Consultant or Direct Hire Candidate working on Client's premises. Connective will not authorize any candidate to operate heavy machinery or automotive equipment. Client accepts full responsibility for (and Connective does not maintain insurance to cover) any injury, damage, or loss that may result from Client's failure to comply with the foregoing.

6. **Compliance with Laws.** Connective shall comply with all applicable federal, state, and local laws and regulations governing the provision of Services and Connective's business generally. Client shall comply with all applicable federal, state, and local laws and regulations governing the work product, performance of work by Consultants, Direct Hire Candidates, and the Client's business generally. The parties agree to comply with all applicable laws regarding non-discrimination in employment, fair labor standards and data privacy.

7. **Confidentiality**. Both parties acknowledge that they may receive information that is proprietary or confidential to the other party or its affiliated companies and their clients. During the term of the parties' engagement and for one (1) year thereafter, both parties agree to take reasonable measures to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing hereunder or as required by law. Upon the expiration or termination of the parties' engagement each Party will return (or, if requested, destroy) the confidential information of the other Party in its possession at the time of termination or expiration.

Candidates referred by Connective will agree to execute any confidentiality that may be required by the Client. However, Client is responsible for obtaining the candidate's signature.

Client shall hold in confidence the social security number and any other legally protected personal information of Connective candidates and shall implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification, or disclosure.

8. **MUTUAL INDEMNIFICATION**. TO THE EXTENT PERMITTED BY LAW, EACH PARTY SHALL TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE MEMBERS, MANAGERS, PARENTS, SUBSIDIARIES, DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES FROM ALL DAMAGES AND LEGAL PROCEEDINGS ARISING FROM OR RELATED TO ANY ONE OR MORE OF THE FOLLOWING: (I) A PARTY'S NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, RECKLESSNESS, MALFEASANCE, INTENTIONAL ACT OR WILLFUL MISCONDUCT; (II) PERFORMANCE OR BREACH OF THIS ADDENDUM OR ANY AGREEMENT ENTERED INTO BY AND BETWEEN THE PARTIES AT ANY TIME; (III) ANY VIOLATION OF ANY LAW, STATUTE, ORDINANCE, CODE, REGULATION, ORDER, RULE, OR RULING; OR (IV) ANY ACT OR OMISSION OF A PARTY WHATSOEVER. THIS INDEMNITY PROVISION WILL SURVIVE THE TERMINATION OF ANY AGREEMENT, REGARDLESS OF THE REASON FOR TERMINATION.
9. **LIMITATION OF LIABILITY**. NEITHER PARTY SHALL BE LIABLE FOR OR REQUIRED TO INDEMNIFY THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE FROM THE PERFORMANCE OF ANY AGREEMENT OR ANY ADDENDUM THERETO OR IN CONNECTION WITH ANY AGREEMENT OR ANY ADDENDUM THERETO, INCLUDING BUT NOT LIMITED TO THE ACTS OR OMISSIONS OF ANY CONSULTANT AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE). CONNECTIVE'S LIABILITY FOR DAMAGES HEREUNDER, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED PER CLAIM AND IN THE AGGREGATE THE TOTAL AMOUNT PAID UNDER ANY APPLICABLE ASSIGNMENT ORDER. NEITHER PARTY MAY BRING ACTION OR INSTITUTE A PROCEEDING AGAINST THE OTHER PARTY MORE THAN ONE (1) YEAR AFTER THE EVENT GIVING RISE TO SUCH CLAIM.
10. **Insurance**. With respect to Consultants working on behalf of any Client, Connective will maintain in force during the term of the parties' engagement insurance coverage as follows: (i) Workers' Compensation- Statutory with limits as prescribed by applicable state law and Employer's Liability with limits of \$1,000,000, per accident and in the aggregate; (ii) Comprehensive General Liability and Property Damage Insurance, including coverage for products and completed operations, with limits of at least \$2,000,000 for each occurrence; and (iii) Excess Automobile Liability Insurance, covering any non-owned automobiles, with limits of at least \$1,000,000 for each occurrence; this coverage shall apply only to Consultants who operate vehicles that are not owned, leased, or rented by Client. Upon written request, Connective will deliver Client copies of certificates of the insurance policies described herein.
11. **Non-Solicitation**. With respect to Connective employees who do not constitute Consultants or Direct Hire Candidates and/or who have not been placed with Client according to Section 1, during the term

of the parties' engagement and for one (1) year thereafter, Client agrees that neither Client, nor any of its employees or agents will, directly or indirectly, solicit or Hire away any of Connective's employees. If Client Hires any such Connective employee during the term of the parties' engagement, Client shall pay Connective a direct hire or conversion fee equal to twenty five percent 25% of Connective's employee's base starting salary as an employee of Client. For any Consultant, Client will not directly engage such Consultant to perform work for Client outside the terms of the parties' engagement while the Consultant is assigned to Client nor for a period of twelve (12) months following the end of the Consultant's assignment.

12. **Force Majeure**. If, by reason of labor disputes, strikes (including strikes of Client and Connective), fire, riot, war, acts of war (declared or not), insurrections, civil commotion, terrorism, pandemic, natural disaster, acts of God, or any other causes beyond the reasonable control of the party, the party is unable to perform, in whole or in part, its obligations, then the party will be relieved of those obligations to the extent and for the duration it is so unable to perform and the party will not be liable for such inability to perform. However, the party shall use reasonable efforts consistent with generally accepted industry standards to resume performance as soon as practicable under the circumstances. Connective will not be liable for any loss, injury, delay, or damages suffered or incurred by Client due to causes described in this Section.
13. **Severability**. If any provision in any agreement between the parties or this Addendum is invalid or unenforceable, that provision will be construed, limited, amended, modified, or, if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions of any agreement and this Addendum will remain in full force and effect.