

WEBSITE TERMS OF USE AGREEMENT

LAST UPDATED JULY 23, 2023

Welcome to Turbo Hires! The following Website Terms of Use **Agreement** , and all terms incorporated by reference herein ("Agreement") is made effective as of today and describes the terms by which B&B Holdings and Ventures Corp. DBA "**Turbo Hires**" offers you ("**Employer**" or "**You**") use of the Turbo Hires website **turbohires.com** ("**Website**") for the purpose of interacting with individuals or entities assisting in the delivery of resumes to Employers ("**Recruiter**" or "**You**", if appropriate) and persons seeking employment whose resumes are delivered to Employer via the Website ("**Candidates**").

When you click on the "REGISTER" button, you acknowledge that you have read, understood, and agree to be bound by the following terms concerning your use of the Website. If you do not understand this Agreement, or do not agree to be bound or to abide by all terms of this Agreement, you may neither access nor use the Website. For the avoidance of doubt, the laws of Nevada and the United States of America, without regard to their principles of the conflicts of laws, apply to this Agreement and you specifically agree to be bound thereby.

Your affirmative actions in using this Website, such as clicking "I Accept", "Submit", "Yes", "Log In" and the like and uploading of data to us, signify that you agree to, adopt, and execute the action or electronic record with the intention to be legally bound. Such affirmative actions will have the same legal force, effect, validity, and enforceability as if you affixed a written signature to the electronic record, and such electronic signature and electronic record shall be deemed to satisfy the writing and delivery requirements of any applicable law. You agree to transmit and receive electronic records through the Website via the Internet using your passwords. Our electronic or other properly stored copy of such electronic signatures and electronic records shall be deemed to be the true, complete, valid, authentic, and enforceable copy of them. You agree not to contest the admissibility, legal effect, validity, or enforceability of such electronic signatures or electronic records in any proceedings

arising out of use of the Website. You (i) acknowledge that, regardless of whether you are using a web browser with security features, we are unable to ensure that data contained in any related Internet transmission between us will not be intercepted by third parties, and (ii) agree that we will not be liable should any such interception occur.

Turbo Hires reserves the right to change this Agreement at any time without notice to you. Any changes to this Agreement will be posted on the Turbo Hires Website as of the effective date of such changes. Your continued use of the Turbo Hires Website after the effective date of such changes constitutes your acceptance of and agreement to such changes.

1. General

- a) Turbo Hires is an on-line marketplace that connects Employers and Recruiters.
- b) Turbo Hires may in its sole discretion change, modify, suspend, make improvements to or discontinue any aspect of the Website, temporarily or permanently, at any time and without notice to you. Under no circumstance will Turbo Hires be liable for any such change, modification, suspension, improvement or discontinuance. Without limiting the foregoing, and notwithstanding anything contained in this Agreement, Turbo Hires has the right to change fees from time to time or to institute additional fees relating to the Website. Further, Turbo Hires may impose limits on job postings or remove job postings from the Website at Turbo Hires' sole discretion.
- c) Turbo Hires will not be deemed a trustee or employer of any Employers, Recruiters or Candidates. Turbo Hires does not owe to you, and you specifically waive and release Turbo Hires from any fiduciary duty and its only obligations are those expressly set forth in the Agreement. While Turbo Hires acts on behalf of Recruiters when issuing award fees, it has no liability for the content of resumes listed.

2. Registration and Fees

- a) By registering with Turbo Hires and thereby accepting this Agreement, you represent and warrant that: (i) you are eighteen (18) years of age or older and have the right, authority, and capacity to enter into and comply with this Agreement; and (ii) the information you provide to Turbo Hires during the registration process is accurate, and you will promptly notify Turbo Hires if any of that information changes. Turbo Hires may use the information that you provide during the registration process, in particular your email address: (A) to communicate with you about the Website, including without limitation any changes to this Agreement or Turbo Hires' Privacy Policy or other policies; and (B) for all other purposes stated in Turbo Hires' *Privacy Policy*.
- b) When you create an account, you will be asked to supply a password. You shall keep your password confidential and are responsible for all uses of your password and account. You agree to release Turbo Hires of any liability or damages connected with usage of your account.
- c) Turbo Hires will charge you fees in accordance with the Turbo Hires fee award Payment Terms below at Exhibit A and any order forms executed by both Parties under this Agreement, the terms of which are incorporated by reference herein. You are responsible for paying all applicable fees.

3. Website Restrictions

- a) You are entirely responsible for the content you post (including, but not limited to, job postings and company descriptions) to the Website. When you post content to the Website, you thereby represent and warrant that: (i) your posting does not and will not infringe the proprietary rights, including but not limited to all intellectual property rights, of any third party; (ii) your posting is not obscene, libelous or slanderous, does not violate any applicable law, regulation, or rule; (iii) your posting does not contain false, misleading or incomplete address or information such that Turbo Hires or others are unable to identify you as the sending party; (iv) your posting is not offensive or does not contain content that

endorses or promotes racism, bigotry, hatred, or physical harm of any kind against another group or individual; (v) your posting does not contain content that harasses, discriminates, incites harassment or advocates harassment of any group or individual; (vi) your posting does not otherwise violate any provision of this Agreement or any applicable law or regulation, including without limitation, any laws or regulations related to labor and employment; (vii) your posting does not provide links to material that exploits people under the age of eighteen (18) in a sexual, violent or other manner, or solicit personal information from anyone under the age of eighteen (18); (viii) your posting does not provide instructional information about illegal activities or other activities prohibited by law or this Agreement, including without limitation, making or buying illegal weapons, violating someone's privacy, providing or creating computer viruses or pirating any media, and soliciting passwords; (ix) you will maintain the secrecy of your user name and password and that no person other than yourself or your authorized representative will use your user name or password; and (x) your access to and use of the Website will be in accordance with this Agreement and with any applicable laws or regulations.

- b) If you are a Recruiter, you further represent and warrant that you have (i) a reasonable expectation that the information on Candidate's resume is accurate; and (ii) only when expressly required by an Employer in connection with a specific job posting, complied with all aspects of the Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) regulations at 41 CFR Part 60-1 which relate to the definition of Internet Applicants and all related record-keeping requirements, including without limitation: 1) gathering the gender, race, and ethnicity of all Internet Applicants (as defined by 41 CFR Part 60-1.3) and any persons who took a test at Recruiter's request; 2) maintaining a record of the gender, race, and ethnicity of all "Internet Applicants" you considered to fill the posted position; 3) retaining the resumes, tests, test results and interview notes of all job seekers who met the basic qualifications for the posted position (regardless of whether the individual qualifies as an Internet Applicant under 41 CFR 60-1.3) and making available all of such data for inspection in a timely manner upon Employer's request. Furthermore, you

represent and warrant that you shall comply with all applicable federal, state, and local employment and other laws, government regulations and orders including, but not limited to, salary history ban ordinances applicable to you and Employer related to any job posting and Candidate. Furthermore, you agree that should any penalties be incurred by Employer due to your breach of this section, you will indemnify such Employer for full amount of any penalties.

- c) You are also prohibited from violating or attempting to violate the security of the Website, including without limitation, via the following activities: (i) accessing data not intended for you or logging into a server or account which you are not authorized to access; (ii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (iii) attempting to interfere with service to any other user, host or network, including, without limitation, via means of submitting a virus to the Website, overloading, "flooding", "spamming", "mailbombing" or "crashing"; or (iv) forging any TCP/IP packet header or any part of the header information in any email. Violations of system or network security may result in civil or criminal liability.
- d) Without limiting any of our other remedies, Turbo Hires has the right (though not the obligation) to, in Turbo Hires' sole discretion and without limitation: (i) refuse or remove from the Website any job posting that in Turbo Hires' opinion violates this Agreement or any Turbo Hires policy, or is in any way harmful or objectionable or likely to cause liability for Turbo Hires; or (ii) share Candidate resume and identifying information with a third party service provider to verify whether a Candidate has been hired by an Employer subsequent to being submitted via the website; or (iii) share Employer name and contact information with a third-party service provider to verify whether a Candidate has been hired by an Employer subsequent to being submitted via the website; or (iv) terminate the account of, or deny access to and use of the Website to, any Recruiter or Employer or other user for any reason, including without limitation any actual or reasonably suspected violation of this Agreement or any Turbo Hires policy.
- e) If you are an Employer, you further represent and warrant that: (i) when you access Personal Data received under this Agreement, you will at all times comply with all applicable international, national, state, federal or local laws,

regulations and treaties including the EU General Data Protection Regulation (the "GDPR"), including any requirements that apply to the collection of verifiable consent (as defined under the GDPR) related to the personal information collected, used, maintained and shared ("Verifiable Consent") or cross-border transfers of Personal Data; (ii) you will access Personal Data only for the limited and specified purposes permitted under this Agreement, strictly in accordance with Turbo Hires' instructions, solely to exercise its rights and fulfill your obligations under the Agreement and will not access the Personal Data for any other purpose; (iii) if you collect Personal Data directly from individuals on Turbo Hires' behalf, you will provide a clear and conspicuous privacy notice to such individuals that (a) accurately describes how you access and protect that information; and (b) complies with applicable laws; (iv) you will contractually require each third party provider that has access to Personal Data to protect the privacy, confidentiality, and security of Personal Data using at least the same level of protection and confidentiality obligations that apply to you under this Agreement; and (v) to the extent you accesses Personal Data that originated in the EU from a country or industry sector that is not the subject of a formal adequacy finding of the European Commission, you will ensure the lawfulness of cross-border Personal Data transfers by either (a) certifying your compliance to the EU-U.S. Privacy Shield and complying with its relevant principles throughout the term of this Agreement or (b) enter into Model Contractual Clauses (Commission Decision 2002/16/EC). "Personal Data" means (i) any information about an identifiable individual; or (ii) information that is not specifically about an identifiable individual but, when combined with other information, may identify an individual. Personal Data includes names, email addresses, postal addresses, telephone numbers, government identification numbers, financial account numbers, payment card information, credit report information, biometric information, IP addresses, network and hardware identifiers, and geolocation information.

- f) If you are a Recruiter, you further represent and warrant that: (i) you will fully comply with all international, national, state, federal or local laws, regulations and treaties applicable to your business and operations, including laws governing the

privacy, security and trans-border transfers of personal information (including, but not limited to, compliance with the EU General Data Protection Regulation (the "GDPR") and you shall be responsible for collecting verifiable consent (as defined under the GDPR) related to the personal information collected, used, maintained and shared ("Verifiable Consent"); (ii) when you share or post job information received via the Website, you will clearly differentiate any changes to the job description or desired Candidate experience and qualification originally provided by the Employer as your own work product and interpretation.

4. Specific Prohibited Uses

- a) The Website may be used only for lawful purposes by Recruiters for the purpose of placing Candidates with Employers and by Employers for the purpose of seeking employees and reviewing resumes (and other relevant information) provided by Recruiters. Turbo Hires specifically prohibits any other use of the Website. Recruiters and Employers agree not to do any of the following: (a) post any jobs on the Website for any competitor of Turbo Hires or post jobs or other content that contains links to any site competitive with Turbo Hires; (b) post jobs or content on the Turbo Hires Website that contain any hyperlinks, "hidden" keywords or any keywords that are irrelevant to the job or are otherwise misleading; (c) post jobs for modeling or talent or talent scouting positions on the Website; (d) post on the Website any franchise, pyramid scheme, "club membership", distributorship or sales representative agency arrangement or other business opportunity which requires an up-front or periodic payment, pays commissions only (except for postings that make clear that the available job pays commission only and clearly describes the product or service that the job seeker would be selling, in which case such postings are permissible), requires recruitment of other members, sub distributors or sub agents; (e) send unsolicited mail or e-mail, make unsolicited phone calls or send unsolicited faxes regarding promotions and/or advertising of products or services to a user of the Website; (f) delete or revise any material posted by any other person or entity; (g) take any action that imposes an unreasonable or disproportionately large load on

the Website infrastructure; (h) notwithstanding anything to the contrary contained herein, use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Website other than the search engine and search agents available from Turbo Hires on the Website and other than generally available third party web browsers; (i) attempt to decipher, decompile, disassemble or reverse engineer any of the software embodied in the Website; (j) aggregate, copy or duplicate in any manner any of the content on the Website or information available from the Website; (k) frame or link to any of content or information available from the Website; (l) use the Website to contact others in an attempt to circumnavigate Turbo Hires; (m) post any fictitious material whatsoever, including without limitation the offering of fictitious bounties in an effort to accumulate Candidate resumes; or (n) solicit or accumulate Candidate resumes to promote such Candidate to potential employers outside of the Website.

- b) Recruiter may not knowingly initiate communication for the purpose of representation with any employees of that Employer i) while engaged on any Employer job posting or ii) until the twelve (12) month anniversary of that Candidate's Start Date. For the avoidance of doubt, Recruiters may represent such employees, but only if communications are initiated by the given employee.
- c) Recruiter may not in response to any Employer job posting on the Website, submit the resume of any natural person employed or retained by or otherwise closely affiliated with Recruiter.
- d) Neither Recruiter nor Employer shall during the term of this Agreement nor hereinafter, create, advise, encourage, commission, originate, cooperate or otherwise assist in the creation, maintenance, offering or exploitation of an online marketplace in the field of connecting employers with Recruiters other than the marketplace offered by Turbo Hires. Recruiter and Employer agree and acknowledge that the foregoing restriction is reasonable in light of the benefits received via participating on the Website and that the restriction does not impede, prevent, restrict or otherwise diminish their ability to engage in commerce in a manner of their own choosing.

- e) Notwithstanding anything in this Agreement to the contrary, information included in a job posting will not be considered Confidential Information (as defined below) of the applicable Employer. Recruiters may (i) repost data contained within an Employer's job posting for the sole purpose of soliciting potential Candidates whose information the Recruiter intends to submit to the Employer via the Website; and (ii) disclose and discuss job posting and all job related data with potential Candidates, provided, however, that they shall never repost the Employer's name or any relevant salary information. Notwithstanding the foregoing, Employers can designate job postings as "Do Not Repost" and Recruiters shall not repost any job posting so designated.
- f) You hereby represent and warrant that for the duration of this Agreement and for twelve (12) months thereafter, You shall not directly hire, contract with, solicit, provide services to or obtain services from any Recruiter or Employer (other than through the Website) whom You were first introduced to by means of using the Website, without the express written permission of Turbo Hires.
- g) A Recruiter that submits a Candidate outside of the Website in an attempt to circumvent Turbo Hires forfeits his or her portion of any fee award due for that Candidate. If such Candidate is hired, Employer that accepted such Candidate has an obligation to pay Turbo Hires a fee award equal to either (i) the commission percentage identified by Employer in the job posting, multiplied by the Candidate's base annual salary or (ii) if the position was not posted on the Website, 25% of the Candidate's base annual salary.

5. Third Party Websites

The Website may make available links to, and your computer may enable you to connect to, other websites neither owned nor controlled by Turbo Hires **"Third-Party Websites"**). Such links are provided only as a convenience to you. Turbo Hires has not reviewed, and cannot review, all of the material, including computer software or other goods or services, made available through Third-Party Websites. The availability by means of the Website of a link to a Third-Party Website does not represent, warrant or imply that Turbo Hires

endorses such website or any material, goods or services available thereby. Third-party materials accessed through or used by means of the Website may also be protected by copyright and other intellectual property laws.

6. Postings and Rights

- a) By posting information about a job to the Website, you agree that Turbo Hires may use, maintain and reproduce that posting in the normal course of business of running the Website.
- b) The Website, including without limitation, all copyrights and patents relating thereto and trademarks used thereon, is the sole and exclusive property of Turbo Hires.
- c) Recruiter shall not identify an Employer on its standard customer list or on any promotional materials without such Employer's prior written approval. Employer hereby authorizes Turbo Hires to include Employer's name on its standard customer list, in a manner consistent with, and of no greater prominence than, the identification of other Employers.

7. Reporting of Violations

- a) As Turbo Hires asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by the Website violates your copyright, you are encouraged to notify Turbo Hires in accordance with the Digital Millennium Copyright Act. Turbo Hires will respond to all such notices, including as required or appropriate by removing the offending material or disabling all links to the offending material. In the case of a user who may infringe, or whom Turbo Hires reasonably suspects of repeatedly infringing, the copyrights of Turbo Hires or others, Turbo Hires may, in its discretion, terminate or deny such user's access to and use of the Website.
- b) If you suspect that a user has violated your rights, or has posted content that is obscene, lewd, lascivious, excessively violent, harassing, objectionable, or

otherwise in violation of this Agreement, a Turbo Hires policy or the law, you should report the suspected violation to Turbo Hires at **contact@TurboHires.com**. Your email should include: (i) a description of the location of the objectionable material sufficiently detailed to allow Turbo Hires to reasonably locate the suspected violation; (ii) a detailed explanation of the suspected violation; and (iii) the statement that by submitting such email you represent and warrant that the information set forth in such email is true and correct. Actual or suspected violations may result, as determined by Turbo Hires in its sole discretion, in Turbo Hires: (A) suspending or terminating a user's right to access and use the Website; (B) disabling links to third-party content; (C) removing content from the Website, and deleting system files and other data relating to the suspected violation; and, (D) in appropriate cases, referring the suspected violation to the appropriate regulatory, administrative or law enforcement authorities.

8. Communications with Turbo Hires

- a) Except as herein expressly provided, all notices or requests required to be given under this Agreement and all other communications related to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, sent by overnight courier or telefax or mailed, first class, by registered or certified mail return receipt requested, addressed as follows, and shall be effective when received. All notices and other communications to Turbo Hires required under this Agreement shall be directed to **1810 E. Sahara Ave, Ste 212 #1014, Las Vegas, NV 89104** or **contact@turbohires.com**. All notices and other communications to Employer required under this Agreement shall be directed to the email address you have provided during this registration process.
- b) All comments submitted to Turbo Hires will belong to Turbo Hires, and you agree to assign, and hereby do assign, to Turbo Hires, to the fullest extent permitted by law, all right, title and interest, including all intellectual property rights, in and to such comments. Turbo Hires will be free to use all comments,

all ideas, concepts, methods or techniques embodied in all comments (**“Commentary”**), for any purpose whatsoever. You agree to assign, and hereby do assign all right, title and interest in and to such Commentary to Turbo Hires.

9. Marketplace Risks

- a) Turbo Hires acts as a venue for Employers to post information about job opportunities and Recruiters to submit information about Candidates, and Turbo Hires does not screen or censor the listings offered. Turbo Hires is not involved in the actual transaction between Employers and Recruiters. All employment negotiations are between Employers and the applicable Candidate. Turbo Hires acts on behalf of Recruiters only when it charges Employers for a fee award. As a result, and although Recruiters have represented that they have a reasonable expectation that the claims on Candidate’s resume are accurate, Turbo Hires has no control over the quality, safety or legality of the resumes posted, the truth or accuracy of the listings, the ability of Candidates to fill job openings and Turbo Hires makes no representations about any resumes or content on the Website (**“Post Content”**). Turbo Hires reserves the right, but has no obligation, to monitor interactions between you and other users of the Website. In the event that Turbo Hires becomes aware of any Post Content that does not meet Turbo Hires’ standards, in Turbo Hires’ sole discretion, then Turbo Hires may remove such Post Content immediately and without notice.
- b) In addition, please note that there are risks associated with your use of the Website, including but not limited to the risk of physical harm, of dealing with strangers, foreign nationals, underage persons or people acting under false pretenses. You assume all risks associated with dealing with other users with whom you come in contact through the Website and recognize that by its very nature, other people's information may be offensive, harmful or inaccurate, and in some cases will be mislabeled or deceptively labeled (all the foregoing **“Personal Contact”**). You will use caution and common sense when using the Website.

- c) Because user authentication on the Internet is difficult, Turbo Hires cannot and does not confirm that each Recruiter, Employer and Candidate is who they claim to be and you agree and acknowledge that some such claims or statements may be intentionally or unintentionally false (**“User Deception”**). Because we do not and cannot be involved in user-to-user dealings or control the behavior of participants on any Website, you agree and accept the risk that you may have a dispute with one or more Employer, Recruiter and/or Candidate (**“User Risk”**). We do not and cannot be involved in user-to-user dealings or control the behavior of participants on any Website.
- d) The Website may contain inaccuracies or typographical errors (**“Website Error”**). Turbo Hires makes no representations about the accuracy, reliability, completeness, or timeliness of the Website or any content thereon. The use of the Website is at your own risk. Changes are periodically made to the Website and may be made at any time.
- e) Turbo Hires is not an employer or agent with respect to Employer’s use of the Website and shall not be responsible for any decision whether or not to hire, for whatever reason, made by any Employer posting jobs on the Website. Turbo Hires acts on behalf of Recruiters only when it charges Employers for fee awards.
- f) Turbo Hires cannot guarantee and does not promise any specific results from use of Website (**“Website Results”**). No advice or information, whether oral or written, obtained by you from Turbo Hires or the Website shall create any warranty not expressly stated herein.

10. Disclaimer of Warranties and Limitation of Liability

- a) YOU AGREE THAT YOUR ACCESS TO AND USE OF, OR INABILITY TO ACCESS OR USE, THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE IS PROVIDED "AS IS" AND "AS AVAILABLE", AND TURBO HIRES AND ITS CONTRACTORS AND LICENSORS, AS APPLICABLE, MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON

INFRINGEMENT OF PROPRIETARY RIGHTS. WITHOUT LIMITING THE FOREGOING, TURBO HIRES AND ITS CONTRACTORS AND LICENSORS, AS APPLICABLE, MAKE NO REPRESENTATION OR WARRANTY THAT YOUR ACCESS TO OR USE OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE. NEITHER TURBO HIRES NOR ITS LICENSORS MAKE ANY GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE EXISTENCE OR INTEGRITY OF BACKUPS, IF ANY, OF CONTENT OR MATERIALS STORED ON THE WEBSITE. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR THE LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE DISCLAIMERS, WAIVERS AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. FOR THE AVOIDANCE OF DOUBT, AND NOTHING IN THIS AGREEMENT TO THE CONTRARY, TURBO HIRES EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT RECRUITERS OR EMPLOYERS OTHER THAN YOU PARTICIPATE IN THE WEBSITE ON TERMS THAT ARE IDENTICAL TO THOSE CONTAINED HEREIN.

- b) TURBO HIRES AND ITS CONTRACTORS AND LICENSORS WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES RELATING TO LOST PROFITS, LOST DATA OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO, OR CONNECTED WITH YOUR ACCESS TO OR USE OF THE WEBSITE, BASED ON ANY CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IT IS YOUR RESPONSIBILITY TO MAINTAIN LOCAL COPIES OF YOUR POSTINGS. IN NO EVENT WILL THE AGGREGATE LIABILITY FOR ANY AND ALL OF YOUR CLAIMS AGAINST TURBO HIRES AND ITS CONTRACTORS AND LICENSORS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ACCESS TO OR USE OF THE WEBSITE EXCEED THE FEES PAID FOR USE OF THE WEBSITE DURING THE SIX-MONTH PERIOD PRIOR TO THE DATE A CLAIM IS MADE. THE PARTIES AGREE THAT THIS LIMITATION OF LIABILITY AND THE WAIVERS, RELEASES AND COVENANTS MADE HEREIN REPRESENTS A REASONABLE ALLOCATION OF RISK. SOME STATES DO NOT ALLOW LIMITATIONS ON DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

- c) UNLESS LIMITED OR MODIFIED BY APPLICABLE LAW, THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS, AS WELL AS THE WAIVERS, RELEASES AND COVENANTS NOT TO SUE CONTAINED IN THIS AGREEMENT, SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.
- d) YOU SPECIFICALLY ACKNOWLEDGE THAT YOUR USE OF THE WEBSITE IS A CONVENIENCE, AND THAT YOU HAVE NOT RELIED UPON THE ONGOING OR ERROR-FREE OPERATION, USE OR INFORMATION IN THE WEBSITE FOR ANY REASON WHATSOEVER. IF YOU ARE AN EMPLOYER, YOU FURTHER SPECIFICALLY ACKNOWLEDGE THAT TURBO HIRES DOES NOT AND CANNOT DETERMINE WHETHER Recruiters COMPLY WITH DEPARTMENT OF LABOR, OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS (OFCCP) REGULATIONS AT 41 CFR PART 60-1 WHICH RELATE TO THE DEFINITION OF INTERNET APPLICANTS AND RELATED RECORD KEEPING REQUIREMENTS, OR ANY LAW OR REGULATION REGARDING THE DISCUSSION OR NONDISCLOSURE OF CANDIDATE SALARY INFORMATION AND HEREBY RELEASE, WAIVE, AND COVENANT NOT TO SUE UPON ANY CLAIM, AS DEFINED BELOW, AGAINST TURBO HIRES WITH RESPECT TO VIOLATION OF ANY SUCH REGULATIONS.

11. Indemnity

You agree to defend, indemnify and hold harmless Turbo Hires and its shareholders, directors, officers, employees, agents, representatives, affiliates, parents, subsidiaries, and licensors (collectively, **“Turbo Hires Indemnified Parties”**) from and against any and all alleged or actual damages, costs, liabilities, and fees (including without limitation reasonable attorney’s fees) that arise from or related to any and all alleged or actual claims, actions, demands, causes of action and other proceedings (**“Claims”**) (i) brought by a Candidate; and/or (ii) arising out of or relating to: (A) your breach of this Agreement, including without limitation any representation or warranty contained in this Agreement; (B) your access to or use of the Website, including without limitation your or others’ access of content or other materials

available by means of the Website or Third-Party Websites, or your purchasing of goods or services from third parties; (C) your job postings or provision to Turbo Hires of information or other data; (D) your violation of any applicable laws or regulations, including but not limited to, if you are a Recruiter, Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) Regulations at 41 CFR Part 60-1 and any law or regulation regarding the discussion or nondisclosure of candidate salary information, and (E) any dispute between Recruiters, and/or a Recruiter and an Employer. The Turbo Hires Indemnified Parties will have the right, but not the obligation, to participate through counsel of their choice in any defense by you of any Claim for which you are required to defend, indemnify or hold harmless the Turbo Hires Indemnified Parties (**"Indemnified Claim"**), provided that your obligation to pay Turbo Hires' attorney's fees shall only extend to Turbo Hires' reasonable attorney's fees. You may not settle any Indemnified Claim without the prior written consent of the concerned Turbo Hires Indemnified Parties.

12. Dispute Resolution between an Employer or a Recruiter and Turbo Hires

- a) All disputes between either an Employer or a Recruiter and Turbo Hires will be resolved in accordance with this Article 12. All disputes between either an Employer or a Recruiter and Turbo Hires arising out of or relating to this Agreement or your access to or use of the Website (including its formation, performance, alleged breach, or whether a dispute must be arbitrated) will be exclusively resolved under confidential, binding arbitration held in Las Vegas, Nevada before and in accordance with JAMS (Judicial Arbitration and Mediation Services). The arbitrator's award will be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement will be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise. The parties also may seek an order or

judgment by a court of competent jurisdiction compelling arbitration or confirming any arbitration award secured under this Article 12. The arbitrator is not empowered to award you punitive damages or other damages in excess of compensatory damages, and you hereby irrevocably waive any right to recover damages other than compensatory damages with respect to any dispute between them resolved by arbitration. In addition to compensatory damages, however, the arbitrator(s) may award, in his or her absolute discretion, attorneys' fees and expenses including the fees and expenses of JAMS and of the arbitrator and any mediator.

- b) Notwithstanding the foregoing, Turbo Hires will have the right to seek injunctive relief to enforce this Agreement or to stop or prevent an infringement of proprietary or other third-party rights.
- c) In the event of litigation to compel arbitration or to enforce an arbitration award under Section 12(a), or to obtain an injunction under Section 12(b), the parties hereby irrevocably consent and submit to the personal jurisdiction and venue of the state and federal courts located in Las Vegas, Nevada.
- d) EXCEPT TO THE EXTENT APPLICABLE LAW, IF ANY, PROVIDES OTHERWISE, THIS AGREEMENT AND ANY ACCESS TO OR USE OF THE WEBSITE, INCLUDING WITHOUT LIMITATION YOUR PURCHASING OF GOODS OR SERVICES FROM THIRD PARTY WEBSITES, WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEVADA, U.S.A., WITHOUT REGARD TO ITS CONFLICT OF LAW PRINCIPLES. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THIS AGREEMENT. FOR THE AVOIDANCE OF DOUBT, NO NON-U.S. LAW SHALL APPLY TO THIS AGREEMENT OR THE WEBSITE, INCLUDING WITHOUT LIMITATION CANADA'S UNIFORM ELECTRONIC COMMERCE ACT, CANADA'S PERSONAL INFORMATION PROTECTION AND ELECTRONIC DOCUMENTS ACT OR THE UNITED NATIONS' MODEL LAW ON ELECTRONIC COMMERCE.
- e) The parties shall divide evenly all arbitration costs imposed by JAMS, provided, however, with respect to arbitration actions brought by Turbo Hires in connection with an Employer's alleged failure to pay a fee award, that all costs and fees paid by the prevailing party related to such action, including without limitation, all costs imposed by JAMS as well as all reasonable attorney's fees,

shall be reimbursed to the prevailing party by the non prevailing party.

13. Disputes between Recruiters or between a Recruiter and Employer

- a) Each Recruiter is the intended third-party beneficiary of those portions of Turbo Hires' agreement with Employers that relate to Recruiters, including without limitation, Employer's obligation to pay the fee award to Turbo Hires. Employer is the intended third-party beneficiary of those portions of Turbo Hires' agreement with Recruiters that relate to Employers, including without limitation those portions of the agreement related to the non-use or non disclosure of Confidential Information.
- b) If a party to an Employer-Recruiter dispute wishes to enlist the non-party assistance of Turbo Hires, then the requesting party will reimburse Turbo Hires for all costs allocable to Turbo Hires' compliance with that request, including without limitation, reasonable attorney's fees.

14. Termination

- a) Either party may terminate this Agreement for any reason or no reason at all, with or without cause, and upon written notice to the other party. Any termination of this agreement automatically terminates access to and the license to use this Website. Upon termination, Turbo Hires may, in its sole discretion, delete from the Website any files or other information or data relating to your account. Subsequent to termination, Turbo Hires reserves the right to exercise whatever means it deems necessary to prevent your unauthorized access to and use of the Website, including without limitation technological barriers such as IP mapping.

15. Survival

- a) The following shall survive the termination of this Agreement: Section 6(b) and Articles 8, 10, 11, 12, 13, 15, 16 and Exhibit A. For the avoidance of doubt, the foregoing provision shall survive with respect to job postings submitted to the Website prior to termination, whether or not such jobs are filled by Candidates before or after the termination date.

16. Miscellaneous

- a) Turbo Hires, Recruiter or Employer (each a **“Receiving Party”**) may receive information from Employer or Turbo Hires (either a **“Disclosing Party”**) which is confidential or proprietary in nature, including without limitation confidential or proprietary information about a party’s products and services (**“Confidential Information”**). The Receiving Party agrees that it will keep the Confidential Information in strictest confidence and, in addition, protect such Confidential Information by no less stringent security measures as it takes to protect its own Confidential Information. The Receiving Party also agrees that it will not use any Confidential Information for any purpose other than in connection with the performance of its obligations hereunder, or in the case of Turbo Hires, the performance of services to Employer. The term “Confidential Information” shall not include any job postings or other postings designed for viewing on the Website or any information which is or becomes generally available to the public without breach of this Agreement, is in the possession of the Receiving Party prior to its disclosure by the Disclosing Party, becomes available from a third party which the Receiving Party has no reason to believe is in breach of any obligations of confidentiality, is independently developed by the Receiving Party, is required by order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule, regulation, subpoena, or any other administrative or legal process to be disclosed, or is disclosed in connection with any judicial or other proceeding involving the parties relating to the use of the Website. The parties recognize that the disclosure or use of a Disclosing Party’s Confidential Information by the Receiving Party in violation of the provisions of this section may cause irreparable injury to the Disclosing Party; therefore, in the

event any party breaches or threatens to breach the provisions of this section, the other party, in addition to any other remedies it may have, shall be entitled to seek preliminary and permanent injunctive relief.

- b) English is the official language of this Agreement. The English language version of this Agreement will control any translation hereof. (French) L'anglais est la langue officielle de cet Accord. La version de langue anglaise de cet Accord contrôlera n'importe quelle traduction de cet Accord. (Spanish) El inglés es el idioma oficial de este Acuerdo. La versión en inglés de este Acuerdo controlará cualquier traducción del mismo.
- c) Access to the Website may not be legal by certain persons or in certain countries. If you access this Website from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. This Agreement, together with any order forms executed by both Parties, constitutes the entire agreement between Turbo Hires and you concerning the subject matter hereof, and it may only be modified by notice signed by an authorized executive of Turbo Hires and Employer. If any part of this Agreement is held invalid or unenforceable, that part will be altered and construed to reflect as nearly as possible the parties' original intent, and the remaining portions will remain in full force and effect. You and Turbo Hires are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement only with the express written permission of Turbo Hires. Turbo Hires may assign its rights under this Agreement without restriction. This Agreement will be binding upon and will insure to the benefit of the parties, their successors and permitted assigns.

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Exhibit A – Fee Award Payment Terms

General

Sign-Up Fee

Recruiters are not required to pay a sign-up fee to enroll with Turbo Hires.

Fee Award Payment

Employer will pay to Turbo Hires who is acting on behalf of the Recruiters all new hire amounts invoiced within thirty (30) days of the date upon which the Candidate becomes Employer's employee ("Start Date").

Taxes and Late Fees

All fee award payments exclude all withholding, services, VAT, sales, use and other taxes that might be imposed on such payments, which taxes are the responsibility of Recruiter or Employer. Please note that in the UK VAT is the responsibility of the invoicing party or recipient as appropriate. In the event of a late payment, Turbo Hires may, in addition to any other remedies it may have, charge a late fee of 1.5% of the relevant fee award per month, or the maximum rate allowed under law, whichever is less, for any unpaid balance.

Turbo Hires Account

You can view all of your pending and completed transactions via Turbo Hires at any time by clicking on the "Offers" tab on your home page. For any questions about payments you may contact support through the "Support" tab on your home page.

Statements and Reminders

We may send you statements or reminders of fees due. However, this is a courtesy only, and your obligation to pay Turbo Hires fees owed is not contingent upon any statements or reminders.

Employers

Fee Award

With respect to each posted job, the fee payable by Employer to Turbo Hires will equal either (A) the flat fee identified by Employer in the job posting; or (B) the product of (i)

the commission percentage identified by Employer in the job posting multiplied by (ii) the base annual salary associated with the posted job as of the Start Date (each of (A) and (B) the “fee award”). Employer’s obligation to pay the fee award to Turbo Hires accrues on the Candidate Start Date. For the avoidance of doubt, if Employer hires a Candidate for a position other than the position for which Recruiter submitted the Candidate prior to the twelve (12) month anniversary of the date upon which the Employer received such Candidate’s resume, then Employer has an obligation to pay Turbo Hires the fee award, as defined above, calculated using the base annual salary associated with the position actually filled by such Candidate in lieu of the base annual salary associated with the posted job, if applicable. Notwithstanding the foregoing, Employer shall not be liable for any fee award or any other fee if Employer provides notice to Recruiter that within the twelve (12) months prior to receipt of Candidate’s resume from Recruiter: 1) Employer had either obtained Candidate’s resume from outside the Website; or 2) had directly communicated with Candidate. If a candidate submitted by a Recruiter to an Employer is hired for a position other than one for which the Recruiter has the first submission of the candidate, Recruiter will be entitled to receive a Fee Award as collected on its behalf by Turbo Hires unless the following conditions are both satisfied: (i) Employer has previously rejected all of Recruiter’s submissions of the candidate and is no longer considering the candidate and (ii) the candidate is hired for a position for which a second Recruiter has the first submission of the candidate. The foregoing shall apply even if the initial Recruiter was the first to submit the Candidate within the twelve (12) month period preceding the date upon which Employer hires the Candidate (“Hire Date”).

- Employer must immediately inform Turbo Hires upon its hiring of a Candidate by clicking the appropriate button or link on the Website, or contacting Customer Support.
- Employer must enter the Candidate’s Start Date and the base annual salary associated with the relevant posted job on the Website as soon as possible after the Hire Date.
- Turbo Hires will email Employer an invoice for each fee award on the Candidate Start Date. The email will be sent to the email addresses provided by the Employer upon enrollment. Payment must be sent to the address listed on the

Turbo Hires invoice. Payment is due by check to Turbo Hires no later than thirty (30) days after the Candidate Start Date. Each payment must include the relevant invoice number

- If an Employer fails to pay a fee award when due, Turbo Hires may make a note of such late payment on the Employer's profile on the Turbo Hires Website. This will become a permanent part of Employer's profile. Turbo Hires may also refer the matter to a collection agency for collection. Employer agrees and acknowledges that Recruiters are the intended third-party beneficiaries of its obligation to pay the fee award and that Turbo Hires arranges all invoicing and collects these amounts on behalf of the Recruiters.
- In the event that two Recruiters submit the same Candidate in connection with the same job posting and that Candidate is hired by an Employer, the Recruiter that submitted the Candidate first according to the submission timestamp in the Turbo Hires system will receive the fee award.
- Employer may only hire a Candidate submitted by a Recruiter as a permanent employee of Employer. Hiring a Candidate for any other type of role, including but not limited to as a temporary employee, a contractor, or via a third party agency, is strictly forbidden unless approved in advance in writing by Turbo Hires and the submitting Recruiter.
- Notwithstanding anything in this agreement to the contrary, all references herein to receipt of a fee award shall mean Recruiters receipt of a fee award less the applicable administration fee due to Turbo Hires fee award refunds or replacement hires.
- If a Candidate that an Employer hires from the Turbo Hires Website does not remain employed by Employer for the whole Review Period, the "Review Period" shall be the first sixty (60) days after the relevant Start Date, Employer may request that the fee award Employer paid for the Candidate be refunded to Employer. We encourage the use of our consulting partner(s) or other interview coaching, training programs and candidate assessment tools to minimize the inadvertent risks of making hiring decisions. It is the employer's responsibility to perform any and all due diligence for each hire.

All new hires through the marketplace will include a 60 day money back or candidate

replacement guarantee for all candidates hired via the marketplace and a 90 day candidate replacement guarantee option for paid employer accounts. Waiting time periods for a new hire fee guarantee begin on the hired candidate's start date, guarantees do not apply to replacement hires.

Notwithstanding anything in this Agreement to the contrary, Turbo Hires has no obligation to refund a fee award to the Employer if (i) the Candidate leaves the Employer's employ in connection with a downsizing or company layoffs; or (ii) the Employer fails to pay the fee award within thirty (30) days of the Start Date. For Employers that offer fixed fee fee awards, the "Review Period" shall be the first sixty (60) days after the relevant Start Date.

- Upon receiving a request from an Employer for a refund, Turbo Hires will contact the Recruiter who submitted the Candidate to the Employer to confirm that the Candidate is no longer employed by Employer.
- The Recruiter will have three (3) business days to respond to such a request. If the Recruiter agrees that the Candidate is no longer employed by Employer or, if the Recruiter does not respond to Turbo Hires' inquiry within three (3) business days, the fee award will be deposited into the Employer's Account.
- In the event of any dispute between Employer and Recruiter concerning a Candidate's termination, Employer records demonstrating termination shall be conclusive evidence that such termination occurred.
- Notwithstanding anything in this Agreement to the contrary, if Turbo Hires has paid the fee award to the Recruiter prior to the sixty (60) day anniversary of the Start Date at the Employer's request, then Turbo Hires will not be obliged to refund any amounts to the Employer in excess of the sum of the relevant Turbo Hires administrative fee plus amounts recovered from Recruiter pursuant to the foregoing sentence.
- For the avoidance of doubt and subject to the foregoing paragraph, Turbo Hires' refund of any fee award to Employer is not conditioned upon Turbo Hires' recovery of amounts due from Recruiter.

Recruiters

- Submissions to Employer with previous records

A Candidate submitted to any job posting where the Candidate will be subsequently uploaded to an ATS will not be considered to have been submitted to and received by Employer until (i) the Candidate resume has been viewed by the Employer on the Turbo Hires website; or (ii) the Candidate has been successfully uploaded to the ATS; or (iii) an appeal submitted by Recruiter has been approved by Employer. The burden of proof with regards to candidate records and validity of candidate referrals is the responsibility of the Employer.

- Contracted Recruiters

If a specific Recruiter is designated as “Active” by an Employer to work on a job, the Recruiter is not required to pay a fee to submit Candidate resumes for that particular job. Please note that although a Recruiter may be contracted by an Employer for one job, that same Recruiter may not be open to work for other job openings posted by that Employer without additional approval.

- Fee award

Turbo Hires charges, and will retain, an administrative fee of 33 ⅓% of all fee awards received from Employer, provided however that Turbo Hires may reduce its administrative fee in its sole discretion. Turbo Hires will show Recruiter’s portion of the fee award as “processing” in Recruiter’s Turbo Hires Account on the relevant Start Date. If the Employer does not request a fee award refund and if Employer has paid the fee award to Turbo Hires, then Turbo Hires will remove the “processing” designation on the paid fee award (minus the Turbo Hires’ 33 ⅓% administrative fee) in the Recruiter’s Turbo Hires Account sixty-one (61) days after the Candidate’s Start Date, provided, however, that Turbo Hires may remove the “processing” designation from Recruiter’s Turbo Hires Account prior to such date in Turbo Hires’ sole discretion.

If an Employer does not pay a fee award to Turbo Hires within sixty (60) days of the Candidate’s Start Date, Turbo Hires may refer the matter to a collection

agency. Turbo Hires will not pay the Recruiter's portion of the fee award unless it has received monies from Employer. If the collection agency collects the award fee (or part of the fee), Turbo Hires will subtract the cost of collections from the total amount collected. Turbo Hires will then deduct Turbo Hires' administrative fee, and pay the remaining sum into Recruiter's Turbo Hires Account.

Notwithstanding anything in this Agreement to the contrary, Recruiter will refund to Turbo Hires any monies received by Recruiter in connection with a New Hire Award that Turbo Hires has refunded to Employer.

Notwithstanding anything in this Agreement to the contrary if Recruiter submits any information or certification to Turbo Hires that is false or inaccurate, including without limitation, information or certifications with respect to their authority to submit Candidate resumes, then Recruiter waives any right to receive the Recruiter's portion of the fee award.

Retained Fee Searches

- Upfront Fee

With respect to each job Employer posts for which Employer chooses to utilize a Retained Fee Search, Employer will specify a fee payable upon Employer's posting of the job and selection of Recruiter. The Upfront Fee will be made available to Recruiter once Turbo Hires has received payment from Employer. Any Upfront Fee is non-refundable. The amount of any Upfront Fee will be deducted from any fee award earned for a Retained Fee Search. Turbo Hires charges, and will retain, an administrative fee of 33 ⅓% of all Upfront Fees received from Employer, provided however that Turbo Hires may reduce or remove its administrative fee in its sole discretion.

- Milestone Fee

With respect to each job Employer posts for which Employer chooses to utilize a Retained Fee Search, Employer may specify an additional fee payable to Recruiter once a specified number of Candidates have reached a specified system status. When the conditions specified for a Milestone Fee have been met, the Milestone Fee will be made available to Recruiter once Turbo Hires has received payment from the Employer. Any Milestone Fee is non-refundable. The amount of any Milestone Fee will be deducted from any fee award earned for a Retained Fee Search. Turbo Hires charges, and will retain, an administrative fee of 33 ⅓% of all Milestone Fees received from Employer, provided however that Turbo Hires may reduce or remove its administrative fee in its sole discretion.