

isolved Job Placement Additional Service Terms

These Job Placement Additional Service Terms (“Job Placement Terms”) are made applicable as to the Job Placement service purchased in the applicable Order Form (“Order Form”), in conjunction with and incorporated into isolved’s Universal Terms and Conditions (available at <https://www.isolvedhcm.com/legal/agreements/terms-and-conditions>) (“Terms and Conditions”), along with the Order Form, (together the “Agreement”).

- I. **Definitions. Capitalized terms not otherwise defined herein are defined in the Terms and Conditions.**
- II. Purpose. To source, screen and recommend candidates to be employed by Employer in a timely manner for the roles, as determined by the Parties (the “Services”). The Services may include, but are not limited to, human capital talent acquisition, human resources consulting, compensation, and benefits consulting, outreach to passive candidates, interviewing, phone-screening, and related services. A candidate referred to Employer by isolved that is hired, directly or indirectly, for any position as an employee, consultant, or independent contractor by Employer, its affiliates, parents, or subsidiaries within twelve (12) months of the most recent activity on behalf of that candidate by isolved shall be referred to as a “Selected Candidate.”
- III. Scope of Work.
 - a. isolved
 - i. Conduct an extensive search to find the best candidate in a timely manner for Employer.
 - ii. A minimum of one weekly calibration call with Employer will be led by the isolved Recruiter(s) assigned to the role in addition to any additional communication required throughout the week
 - iii. Candidates will be presented through IsoConnect, a proprietary system built by isolved. If other systems are used, a delay in communication may be expected, but isolved will do what is necessary to ensure a successful experience.
 - iv. For a candidate to be presented they must meet up to at least three “Must-have” requirements outlined by Employer prior to the search beginning.
 - b. Hiring Manager
 - i. Feedback from hiring the manager is required within two (2) business days of being presented with a qualified candidate lead (QCL).
 - ii. Similar response timelines are expected throughout the rest of the interview and hiring process. If no feedback is received within this time frame, additional communication will be initiated with the hiring manager and/or any others that may be involved in the hiring process.
 - iii. If no additional response occurs within 24 hours of the follow up communication, the role may be paused. If this happens, the risk of losing candidates is highly likely and additional effort will be required to replace lost candidates.

IV. Payment

- a. Generally. Employer agrees to pay for the Services as set forth herein and in accordance with the applicable Order Form. An estimate of the total number of hours, and associated cost, shall be provided on the applicable Order Form for the recruitment of a single Selected Candidate. Actual billed amount may vary.
- b. Additional Selected Candidates. If, in the course of its recruiting services, isolved refers more than one candidate that becomes a Selected Candidate, Employer shall pay an additional Fee for each additional Selected Candidate equal to 50% of the total cost billed to Employer for the first Selected Candidate.
- c. Estimates. Hourly rate for Services is determined by Tier (I-VI), based on the scope, complexity and level of position agreed upon, and are calculated throughout the process by Isolvent as qualified candidates are presented, accepted, and hired on a milestone basis.
- d. Invoices. Invoices are billed to Employer on a monthly basis in accordance with the hours accrued during the applicable billing period, as reflected in isolved's records. isolved will provide reasonable visibility into pacing and will proactively communicate and seek alignment if the expected level of hours is anticipated to materially exceed the original estimate. isolved may provide one to two written updates per month summarizing recruiting progress and associated billing activity.
- e. Suspension. isolved reserves the right to cease providing Services if any invoice becomes thirty (30) or more days past due, and to resume Services only if and when such invoice is satisfied.

V. **Replacement Guarantee.** If a Selected Candidate voluntarily terminates employment for any reason other than Employer acquisition, merger, reorganization, involuntary termination, company's inability to make payroll, or gross misrepresentation of the duties to be assigned within forty-five (45) calendar days from the date employment begins, isolved agrees to perform replacement Services for the Selected Candidate at a 50% discounted rate from the original billed rate.

VI. **Confidentiality.** All candidate referrals made by isolved and all related candidate information, including but not limited to resumes, C.V.'s, candidate contact information, etc., are Confidential Information during the Term of the Agreement and for one (1) year thereafter.

VII. Representations and Disclaimers.

- a. Isolved.
 - i. isolved warrants to Employer that it has the necessary expertise and resources to provide the Services set forth in the engagement proposal, and that it has all necessary consents and permissions to provide Employer with Candidate Information. isolved warrants that each candidate will be well-vetted consistent with industry standards and to the level set by Employer.
 - ii. isolved makes no guarantee of job placement for any position, as external factors such as market conditions, job availability, and individual preferences may affect the outcome.
 - iii. isolved is not a party to, third party beneficiary of, or liable for, any agreements, offers, or promises between an Employer and Selected Candidate, regardless of whether isolved

receives a fee from Employer in connection with the transaction. isolved will not be liable for any costs or damages arising out of or related to such transaction.

- iv. isolved expressly disclaims any liability or responsibility whatsoever for Selected Candidate's actions or omissions occurring before or after the Selected Candidate's hire date.

b. Employer.

- i. Employer represents and warrants that it is solely responsible for the decision to hire a Selected Candidate.
- ii. Employer is responsible for complying with all laws and regulations relating to the employment of a Selected Candidate, including but not limited to, privacy, accommodation requests, procurement and/or verification of skills, licenses, certifications, or security clearances that may be required for the position.

- VIII. **Indemnification.** In addition to any other indemnity obligations of the Agreement, Employer shall indemnify and hold isolved and its directors, officers, employees, shareholders, members and Affiliates harmless from and against any liability or Claims alleged to arise out or related to (a) acts or omissions of Selected Candidates occurring before or after the hire date; (b) resulting from Employer's unauthorized disclosure or misuse of information regarding any candidates or their candidacy; and (c) your actions or omissions as an employer, including without limitation: screening, hiring, promoting, terminating or demoting any candidate.
- IX. **Mutual Non-Solicitation.** During the Term of this Agreement and for one year thereafter, Employer will not, directly or indirectly, solicit or attempt to solicit for employment any persons employed by isolved. isolved will not, directly or indirectly, solicit or attempt to solicit for employment any Selected Candidate placed with Employer within twelve (12) months from placement.
- X. **Entire Agreement.** These Job Placement Terms, along with the incorporated Terms and Conditions and applicable Order Form, make up the entire Agreement and supersedes all previous communications, representations, or agreements, either verbal or written between the Parties. In the event there is a conflicting term between these Job Placement Terms and the Terms and Conditions, these Job Placement Terms shall govern. In the event there is a conflicting term between these Job Placement Terms and the applicable Order Form, the Order Form shall govern.