



In this Agreement, the party who is contracting to receive services shall be referred to as "Client," and the party who will be providing the services shall be referred to as "ExactHire." ExactHire has a background in Applicant Tracking software, Onboarding software, and Assessments and is willing to provide services to Client based on this background. Client desires to have services provided by ExactHire.

Therefore the parties agree as follows:

ExactHire will provide the following services (collectively, the "Services"): **Applicant tracking hosted software.**

Client will pay a fee to ExactHire for the Services as detailed in this Section:

- a) **Invoice:** Client will be invoiced for implementation fees upon the execution date of this agreement. Effective two (2) weeks from date of implementation invoice, Client will be invoiced for all recurring fees.
- b) **Payment Period:** Client agrees to pay all invoices within fifteen (15) days of invoice date.
- c) **Late Payments and Charges:** If, for any reason, payment is not made when due, a late fee of five percent (5%) will be added to the total invoice charges for over thirty (30) days past due.
- d) **Payment Method:** Client will choose from the payment method and frequency of payment options presented after this Contract Terms section. ***The preferred payment method is an Automated Clearing House Debit (ACH Debit) transaction; however, you may select other options for a slight increase in fees to be explicitly outlined later in this form.***

This Agreement is an agreement that is automatically renewed annually on the date of the contract. The agreement may be terminated with a thirty (30) day written notice by either party.

ExactHire's employees who perform services for the Client under this Agreement shall also be bound by the provisions of this Agreement. During the Term of this engagement, and for one (1) year thereafter, Client shall not (a) offer employment to nor employ any ExactHire employee either full-time or part-time, nor (b) hire nor offer to hire any ExactHire employee without ExactHire's written consent. If ExactHire does not give its consent to Client and an employee of ExactHire is employed by Client at any time during the Term of this engagement and for one (1) year thereafter, Client shall pay ExactHire a fee in the amount of one times annual salary of such employee. Notwithstanding the foregoing, Client may (a) hire any such person who has been terminated by ExactHire before the commencement of employment discussions; (b) solicit and hire such person through general public advertisements that are not primarily targeted at such person; and/or (c) hire such person that Client can prove was engaged in employment discussions with Client prior to the effective date of this agreement.

"Confidential Information" shall mean all confidential or proprietary information provided by Client to ExactHire, including any information regarding Client's job applicants and Client's employees. ExactHire shall maintain data security procedures to protect against the destruction, loss or unauthorized disclosure or use of Confidential Information. Confidential Information shall not be released by ExactHire to any third party, including any other customer of ExactHire. ExactHire shall promptly inform Client of any destruction, loss or unauthorized disclosure of Confidential Information. Upon the termination of this agreement or upon the request of the Client, ExactHire shall deliver to Client all copies of Confidential Information, or destroy all Confidential Information, as directed by client. As



well, Client recognizes that the Client has and will have access to confidential information and other proprietary information (collectively "Information") which are valuable, special and unique assets of ExactHire and need to be protected from improper disclosure. Client will protect the Information and treat it as strictly confidential.