

Talent Pool Client Terms of Use

These Talent Pool Client Terms of Use ("Terms") apply to and govern each Snagajob Sales Order Agreement ("Sales Order") entered into by and between Snag.Work LLC ("Snagajob") and the Client indicated on the Agreement ("Client"). Collectively, these Talent Pool Client Terms of Use and the Sales Order are referred to as the Agreement.

1. SERVICES

1.1 Talent Pools. Snagajob will provide scheduling of the Talent Pool Client's Current Employees and an on demand Snagajob Crew, Alumni Crew or Shared Crew to fill shifts (collectively "Talent Pool Services").

1.1.1 "Snagajob Crew" means workers recruited, screened, background checked and employed by Snagajob who are available to fill shifts posted by the Talent Pools Client to the Snagajob application (the "App") and in accordance with the Scheduling Code of Conduct, attached as Exhibit A.

1.1.2 "Alumni Crew" means workers who have worked for a Snagajob customer in the same brand as Talent Pool Client in the last 12 months and who are recommended by a customer and employed by Snagajob to fill shifts posted by the Talent Pool Client to the App and in accordance with the Scheduling Code of Conduct, attached as Exhibit A. Alumni Crew workers do not have a background check completed by Snagajob.

1.1.3 "Shared Crew" means workers who are current employees of a Snagajob customer in the same brand as Talent Pool Client and are employees of Snagajob and who are available to fill shifts posted by the Talent Pool Client to the App and in accordance with the Scheduling Code of Conduct, attached as Exhibit A. Shared Crew workers do not have a background check completed by Snagajob.

1.1.4 "Current Employees" means workers employed by the Talent Pool Client for whom the Talent Pool Client uses the Snagajob App to fill shifts.

1.1.5 "Snagajob Worker" means a Snagajob Crew, Alumni Crew or Shared Crew worker provided by Snagajob pursuant to the Agreement.

1.1.6 "Workers" means Snagajob Workers and Current Employees collectively.

2. PAYMENT

2.1 Talent Pool Client agrees to pay for all of the Services at the prices and rates specified in the Sales Order without offset or deduction.

2.2 Talent Pool Services will be billed to Talent Pool Client's credit card weekly or paid by ACH transfer weekly. Subscription fees will be billed to Talent Pool Client's credit card monthly.

2.3 If any payment is not paid when due hereunder, Talent Pool Client agrees to pay Snagajob interest on such overdue payment at the rate of 1-1/2% per month, or the highest rate permitted by applicable law, whichever is lower, and to reimburse Snagajob on demand for all costs of collection incurred by Snagajob, including, without limitation, its reasonable attorneys' fees and costs.

3. ROLE OF WORKERS

3.1 Talent Pool Client is solely responsible for the direction and control of the Workers, including the sole and exclusive right to control working conditions and day-to-day job duties. Snagajob will have no responsibilities or liability with regard to the Talent Pool Client's direction and control of the Workers. Talent Pool Client expressly absolves Snagajob of any responsibility for matters under Talent Pool Client's direction and control.

3.2 Talent Pool Client will promptly send Snagajob copies of demands, notices, claims, summons and other legal filings brought by any Snagajob Worker which arises from or relates to any of the relationships contemplated herein. Talent Pool Client will cooperate with Snagajob in the investigation and remediation of complaints involving Snagajob Workers. Snagajob will not offer to settle or compromise any claim brought by a Snagajob Worker against Talent Pool Client except with Talent Pool Client's advance written consent. In the event Talent Pool Client settles or compromises any claim brought by a Snagajob Worker, Talent Pool Client will include Snagajob as a released entity in any written settlement document.

4. INDEPENDENT CONTRACTOR RELATIONSHIP

4.1 The relationship between Snagajob and Talent Pool Client is that of independent contractors. Nothing herein is intended to or will be deemed or construed to create a joint venture, partnership or agency relationship between the parties for any purpose, or to impose upon the parties any of the duties or responsibilities of partners, joint venturers, or agents. Neither party has the authority to make any representation, contract or commitment on behalf of the other unless otherwise expressly authorized in a written document signed by both parties.

4.2 Nothing in the Agreement will prohibit Snagajob from performing similar services for entities other than Talent Pool Client during the term of the Agreement, so long as Snagajob's actions do not otherwise violate the terms of this Agreement.

5. TERM AND TERMINATION

5.1 The term will be as set out in the Sales Order.

5.2 In the event of a termination of the Sales Order, Talent Pool Client will pay all fees owed for Talent Pool Client Services performed or hiring fees incurred through the termination date of the Sales Order.

6. SNAGAJOB WORKERS

6.1 Snagajob will pay Snagajob Workers for all services they perform for Talent Pool Client pursuant to this Agreement. Talent Pool Client will pay Current Employees for all services they perform for Talent Pool Client. Talent Pool Client agrees and warrants that at no time will it or its managers cause a Snagajob Worker to work time that is not recorded to Snagajob or is otherwise "off the clock." Talent Pool Client will timely and accurately provide the information necessary for Snagajob to process payroll for the Snagajob Workers, including but not limited to review and approval of Snagajob Worker timesheets, hours worked, rates of pay, and payments owed. In the event that a time record is determined to be inaccurate, regardless of the reason, Talent Pool Client will be responsible for any additional wages owed to Snagajob Worker and related costs or penalties, if any, and will promptly remit to Snagajob the funds necessary to correct any payroll deficiency. Snagajob will treat all Snagajob Workers as non-exempt. In order to ensure accurate calculation of fees and proper withholding and reporting of taxes, Talent Pool Client agrees not to pay any wages or salaries directly to any Snagajob Worker without informing Snagajob in writing of such payment and obtaining Snagajob's written consent to do so. will. Talent Pool Client agrees to immediately forward to Snagajob any order or notice of garnishment, involuntary deduction, IRS lien or other legal process received by Talent Pool Client affecting wages paid to a Snagajob Worker and, if requested by Snagajob, to sign

such documents as are necessary to authorize Snagajob to act on Talent Pool Client's behalf in responding to such legal process. Talent Pool Client will be solely responsible for all noncompliance penalties and liabilities resulting from Talent Pool Client's failure to timely forward such legal process to Snagajob or to sign required authorization documents.

6.2 It is the express intent of the parties that Snagajob Workers will be employees of Snagajob and not of Talent Pool Client. The parties agree that Snagajob Workers dictate their own availability, and the Snagajob Workers have full discretion as to whether to accept shifts offered by Talent Pool Client through Snagajob. It is expressly agreed that Snagajob retains control over hiring and compensating Snagajob Workers who perform services pursuant to this Agreement.

6.3 In the event that Talent Pool Client hires a Snagajob Crew worker for a full or part-time employment position with Talent Pool Client, Talent Pool Client agrees to notify Snagajob immediately and pay Snagajob a cost per hire amount as specified in the Agreement. Notwithstanding anything to the contrary in the Agreement if Talent Pool Client hires a Snagajob Crew worker for either a full time or part time position, Snagajob will be released of all legal and financial responsibilities with respect to that Snagajob Crew worker and its relationship with Talent Pool Client, effective the date the Snagajob Crew worker is hired by the Talent Pool Client.

6.4 Talent Pool Client acknowledges and agrees that it will not place any Snagajob at a location subject to a collective bargaining agreement.

6.5 Snagajob will not directly solicit Current Employees to become Snagajob Workers based on the information provided by Talent Pools Client but may hire such Current Employees if they apply to become Snagajob Crew workers.

7. CONFIDENTIALITY

7.2 "Confidential Information" as used in these Talent Pool Client Terms of Use will mean information disclosed by either Snagajob or Talent Pool Client; (the "Disclosing Party") to the other party ("Receiving Party") that (1) if disclosed in tangible or electronic form bears a confidentiality legend, (2) if disclosed orally is identified as confidential at the time of disclosure or is information of a type or nature that a reasonable person would understand is confidential or proprietary. Confidential Information will include, without limitation, (a) concepts and ideas relating to the development and distribution of content in any medium or to the current, future and proposed products or services of the Disclosing Party or its subsidiaries or affiliates; (b) trade secrets (including but not limited to recipes and product formulations), drawings, inventions, know-how, software programs, and software source documents; (c) information regarding plans for research, development, new service offerings or products, marketing and selling, business plans, business forecasts, budgets and unpublished financial statements, licenses and distribution arrangements, prices and costs, suppliers and customers; (d) existence of any business discussions, negotiations or agreements between the parties; and (e) any information regarding the skills and compensation of employees, contractors or other agents of the disclosing party or its subsidiaries or affiliates.

7.3 Receiving Party agrees that all Confidential Information furnished to it by the Disclosing Party and its designated representatives, whether orally or by means of written material, and including Confidential Information furnished prior to the date of this Agreement, (a) will be deemed proprietary and will be held by the Receiving Party in strict confidence; (b) will not be disclosed or revealed or shared with any other person except for the Receiving Party's professional advisors in connection with any defense of claim with respect to an alleged disclosure of any such Confidential Information or those individuals or entities specifically authorized by the Disclosing Party in advance; and (c) will not be used other than for purposes of, and in connection with, the performance of the Receiving Party's obligations under this Agreement.

7.4 A Receiving Party's obligations as set forth in this Section 7 will not apply with respect to any portion of the Confidential Information that: (a) was in the public domain at the time it was communicated to the Receiving Party; (b) entered the public domain through no fault of the Receiving Party, subsequent to the time it was communicated to Receiving Party by the Disclosing Party; (c) was in the Receiving Party's possession free of any obligation of confidence at the time it was communicated to the Receiving Party by the Disclosing Party; (d) was rightfully communicated to the Receiving Party free of any obligation of confidence subsequent to the time it was communicated to the Receiving Party by the Disclosing Party; (e) was developed by employees or agents of the Disclosing Party independently of and without reference to any information communicated to the Receiving Party by the Disclosing Party; (f) was communicated by the Disclosing Party to an unaffiliated third party free of any obligation of confidence (g) was not labeled or identified

as "Confidential" by the Disclosing Party prior to or at the time of disclosure to the Receiving Party, unless such information is of a type or nature that a reasonable person would understand is confidential.

7.5 All such material and any copies thereof will be promptly returned upon request of the Disclosing Party, or if agreed between Snagajob and Talent Pool Client, the Receiving Party may be permitted to Destroy such materials (and copies thereof). If Receiving Party Destroys such materials, the Receiving Party may retain one copy of the Confidential Information as necessary for compliance with laws and its data retention policies, provided that such copy will remain subject to the nondisclosure and confidentiality provisions of this Agreement. For information in electronic form or intangible media, "Destroy" as used in this Section means to delete or remove data from a file, file system or database software using the standard delete features of such software. The obligation to Destroy does not require the deletion or removal of data from backup or archival files that are only used for system recovery or data restoration purposes.

7.6 Each Party agrees that the obligations under this Section 7 are continuing and will survive the termination of this Agreement for a period of 2 years.

7.7 The Receiving Party acknowledges that any breach of the undertaking to maintain the confidentiality of the Disclosing Party's Confidential Information will cause irreparable injury to the Disclosing Party and such Party will have the right to take such action it deems necessary to protect its rights hereunder, including without limitation, injunctive relief, without bond and without prejudice to any other rights and remedies as may be available to that party at law or equity for a breach or threatened breach of this or any other Section of this Agreement.

8. SAFETY AND COMPLIANCE WITH LAWS

8.2 Talent Pool Client will be solely responsible, at its own cost, to: (i) provide, in good condition, all tools, safety and work equipment, supplies, and specialized clothing that may be required for the performance of work by Snagajob Workers in the normal course of providing the Services (but not equipment required by Snagajob Worker due to his or her individual needs); (ii) provide Snagajob Workers with a work environment free from recognized hazards that are causing or likely to cause serious illness or injury in compliance with all applicable OSHA and other workplace safety requirements; (iii) provide Snagajob Workers with information and training with respect to any hazardous substances or conditions to which Snagajob Workers may be exposed at the worksite, as required by law; (iv) assign Snagajob Workers only to attended premises; (v) direct, control, supervise and safeguard its premises, processes and systems; and (vi) direct and supervise Snagajob Workers when handling cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments or other valuables. Talent Pool Client will not: (i) request or permit a Snagajob Worker to use any vehicle in connection with the provision of Services; or (ii) change the Services a Snagajob Worker is asked to perform or the risks associated with the Services without Snagajob's prior written approval.

8.3 Snagajob and Talent Pool Client will comply with all applicable federal, state and local laws and regulations as such laws and regulations pertain to the Workers and this Agreement. Talent Pool Client will also comply with all applicable federal, state, and local laws and regulations as such laws and regulations pertain to Talent Pool Client's business generally, including without limitation, any food safety and health regulations, as applicable. Talent Pool Client agrees to maintain at all times policies prohibiting discrimination, harassment and retaliation against Snagajob Workers and to provide reasonable avenues to permit Snagajob Workers to complain about any such actual or perceived violations. Talent Pool Client will comply with all OSHA requirements and applicable laws concerning meal and rest breaks as they pertain to Snagajob Workers.

8.4 Talent Pool Client will comply with all laws governing the Talent Pool Client's business, including but not limited to required filings, licensing, government fees, taxes, fidelity bonding, insurance, facilities/building codes and regulations, and environmental compliance. If any Snagajob Worker is required to be licensed, registered, or certified under any federal, state, or municipal law or regulation, or to act under the supervision of such a licensed, registered or certified person or entity in performing the services, then any such Snagajob Worker will be deemed to be an employee of Talent Pool Client for such licensure purposes. Talent Pool Client will be solely responsible for verifying such licensure and/or providing the required supervision.

8.5 Snagajob will be responsible for compliance with the Affordable Care Act ("ACA") as it may pertain to the Snagajob Workers, as well

as for calculation of and payment of compensation to the Snagajob Workers.

9. INSURANCE/WAIVER

Snagajob will maintain workers' compensation insurance for the benefit of the Snagajob Workers consistent with the applicable law in any state in which Snagajob Workers are performing services for Talent Pool Client. Snagajob does not furnish insurance to the Talent Pool Client for employment practices liability. In the event of a claim against the Talent Pool Client alleging wrongful termination, harassment, discrimination, failure to accommodate, retaliation, or any other unlawful employment practice by a Snagajob Worker, Talent Pool Client will immediately notify Snagajob. Snagajob may assist Talent Pool Client in investigating and responding to such claim, and Talent Pool Client will hold Snagajob harmless against any and all potential liabilities, losses or damages (including penalties, costs, attorney fees and liability to third parties). Snagajob assumes no liability which may arise out of the Talent Pool Client's independent management decisions, actions, or non-actions concerning Snagajob Worker. Snagajob does not furnish insurance to the Talent Pool Client and assumes no responsibility for liabilities, losses, or damages resulting from Snagajob Worker dishonesty. If any Snagajob Worker is required to deal with confidential information, cash, or high value items when performing duties for the Talent Pool Client, Talent Pool Client acknowledges sole responsibility to maintain adequate supervision, procedures, and controls for such activities and to obtain such bonding or fidelity insurance as Talent Pool Client deems necessary in connection with its responsibility for such activities.

10. INDEMNIFICATION

10.1 Each Party agrees to indemnify, defend, and hold harmless the other party, including its subsidiaries, affiliates, and related companies and its respective directors, officers, agents, and employees (the "Indemnified Parties") from and against any and all liability, loss, damages, costs, attorneys' fees, or other expenses of any kind, claimed by a third party unrelated to the party seeking indemnification for damages, injunction or other legal relief, to the extent that such arise directly out of: (i) the indemnifying party's material breach of the Agreement or these Terms; or (ii) the indemnifying party's breach of any applicable law.

10.2 Snagajob will indemnify, defend, and hold the Client Indemnified Parties harmless from and against any and all losses, liabilities, damages, claims, demands, suits, actions or judgments, and all costs and expenses, including attorneys' fees, based upon, any workers' compensation claim brought by a Snagajob Worker against Client arising out of the Services provided by a Snagajob Worker pursuant to this Agreement that are within the scope of Services that Snagajob has assigned the Worker to provide.

10.3 Client will indemnify, defend, and hold the Snagajob Indemnified Parties harmless from and against any and all losses, liabilities, damages, claims, demands, suits, actions or judgments, and all costs and expenses, including attorneys' fees, based upon, any workers' compensation claim brought by a Snagajob Worker against Snagajob that arises out of Client's assignment of a Snagajob Worker to perform services outside of the scope of the Services that Snagajob has assigned the Snagajob Worker to provide or based upon the negligence of the Client and brought by a third party.

10.4 Each Party will inform the other within 15 days of the receipt of any claim, demand, or notice for which indemnification hereunder may be sought.

10.5 The indemnified party will have the right to control the defense of any claim for which it seeks indemnification, including the right to select counsel. The indemnified party will provide reasonable cooperation to the indemnifying party in investigating and defending against any claim for which indemnification is sought and will not settle any such claim without the indemnifying party's consent, such consent not to be unreasonably withheld, conditioned or delayed.

11. Limitation of Liability.

SNAGAJOB AND ITS AFFILIATES WILL NOT BE LIABLE UNDER OR RELATED TO THIS AGREEMENT FOR ANY OF THE FOLLOWING,

WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES: (i) ANY INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES OF ANY TYPE OR KIND; OR (ii) ANY PROPERTY DAMAGE OR LOSS, OR LOSS OR INACCURACY OF DATA, OR LOSS OF BUSINESS, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE IN NO EVENT WILL THE LIABILITY OF SNAGAJOB OR THEIR AFFILIATES UNDER THIS AGREEMENT EXCEED THE AMOUNT OF FEES ACTUALLY PAID OR DUE HEREUNDER IN THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

12. NOTICES

All notices or other communications required or permitted under this Agreement will be in writing and will be effective either when delivered personally to the Party for whom intended, or three days following the deposit of the same into the United States mail (certified mail, return receipt requested, or first class postage prepaid), addressed to such party at the address set forth in the Sales Order. A copy of any notice to Snagajob will be sent to legal@snagajob.com.

13. MISCELLANEOUS

13.2 In any litigation or arbitral proceeding arising from or related to this Agreement, the prevailing party will be entitled to payment of all costs and fees from the non-prevailing party, including, without limitation, its reasonable attorneys' fees and court or arbitration costs.

13.3 The following Sections will survive the termination or expiration of this Agreement: Sections 2, 3, 4, 6, 7, 8, 10, 11 and 13. Any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement will also survive any expiration or termination.

13.4 Any claim for damages or other legal remedy under this Agreement must be brought within three (3) years from the date of the event from which such claim arises.

13.5 Except with regard to payment obligations, in no event will either Party be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest.

13.6 Neither Party may assign, or otherwise transfer, any of its obligations and rights under the terms of this Agreement except that Snagajob may assign its rights and obligations under this Agreement as follows: (i) to a purchaser of all or substantially all of Snagajob's assets, (ii) to an entity that Snagajob owns or that is owned by Snagajob's parent company, or (iii) with the advanced written consent of the other party.

13.6 This Agreement is governed by, and will be construed in accordance with, the laws of the Commonwealth of Virginia. The parties agree that the sole and exclusive venue for the resolution of any disputes hereunder will be the federal or state courts in Fairfax County, Virginia, and each party hereby consents to the jurisdiction of such courts.

13.7 The failure of either Party to exercise any of its rights or to enforce any of the provisions of this Agreement on any occasion will not be a waiver of such right or provision, nor will it prejudice the right of such Party to enforce such provision at any subsequent time.

13.8 In case any one or more of the provisions, subsections, or sentences contained in this Agreement will, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

13.9 This Agreement constitutes the final, complete, and exclusive agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, relating to the subject matter herein.

EXHIBIT A: SCHEDULING CODE OF CONDUCT

1. A "Posted Shift" is defined as one where a Talent Pool Client, using the Snagajob web application, confirms a location, date, start and end time, and position for which Talent Pool Client needs Snagajob to find a qualified Snagajob Worker. A "Scheduled Shift Amount" is the amount of money due per the terms of the Posted Shift and Exhibit B.
2. Snagajob will offer the Posted Shifts to the Snagajob Workers.
3. If Snagajob has not confirmed a Snagajob Worker for Talent Pool Client's Posted Shift, no payment will be due from Talent Pool Client for such Posted Shift and Snag will have no responsibility or liability to Talent Pool Client for such Posted Shift.
4. If Snagajob has confirmed a Snagajob Worker for Talent Pool Client's Posted Shift and the shift is not scheduled to begin within 24 hours, Talent Pool Client may cancel the Posted Shift without penalty.
5. If Snagajob has confirmed a Snagajob Worker for Talent Pool Client's Posted Shift and the shift is scheduled to begin within 24 to 2 hours and Talent Pool Client wishes to cancel the Posted Shift, Talent Pool Client will pay 50 percent of the Scheduled Shift Amount. If Talent Pool Client cancels the confirmed Posted Shift within 2 hours of shift start, Talent Pool Client will pay 100 percent of the Scheduled Shift Amount.
6. In the event that a Snagajob Worker has begun working a Posted Shift and Talent Pool Client sends the Snagajob Worker home before the Posted Shift is scheduled to end, Talent Pool Client will pay 100 percent of the Scheduled Shift Amount.
7. If Talent Pool Client wishes to extend a Posted Shift for a Snagajob Worker after the Snagajob Worker has begun working and the Snagajob Worker has agreed to the extension, Talent Pool Client will pay for the total amount worked by the Snagajob Worker instead of the Scheduled Shift Amount, as determined by the number of hours actually worked and the terms of Exhibit A. Snagajob Worker is under no obligation to work beyond the end time set forth in the Posted Shift.
8. Within 36 hours of receipt of notification to approve a Snagajob Worker's hours, Talent Pool Client will review, revise as needed, and approve the Snagajob Worker's hours. If Talent Pool Client does not review and approve a Snagajob Worker's hours within 36 hours, Snagajob will assume the Snagajob Worker's reported hours reflect actual hours worked, will bill Talent Pool Client accordingly, and Talent Pool Client will accept the charges.