

Coaching Assembly Limited – Terms & Conditions

This agreement (the “Agreement”) between the CoachingAssembly's customer identified on the applicable Order (“Customer”; “Client”) and Coaching Assembly Limited incorporated and registered in England and Wales with company number 09084967 (“CoachingAssembly”) sets out the terms and conditions applicable to the Customer’s use of the services provided by CoachingAssembly (the “Services”). Capitalized terms not otherwise defined herein will have the meanings set forth in Section 10 below.

1. Provision of the Services by CoachingAssembly

- 1.1. The Services provided by CoachingAssembly to the Customer shall be specified in one or more order forms (each, an “Order”).
- 1.2. Customer must ensure that a valid Order properly covers its use of the Services at all times. In the event that use or size of Customer exceeds the amount specified in the Order, Customer will be responsible for upgrading Customer’s subscription at the next renewal period as specified in Customer’s Order(s).

2. Fees, Invoicing and Payment

- 2.1. Customer agrees to pay CoachingAssembly all fees set forth in each Order. All Fees will be billed as indicated in each Order, or, if no billing schedule is included, within thirty (30) days of the date of the invoice sent by CoachingAssembly. If Customer has specified a credit card or direct withdrawal from a bank account as an applicable payment mechanism under this Agreement, Customer authorizes CoachingAssembly to charge the credit card or debit the bank account provided to CoachingAssembly for all Fees incurred under this Agreement. All Fees will be non-refundable once paid to CoachingAssembly (including upon any termination or suspension of this Agreement). Until paid in full, all past due Fees not subject to a good faith dispute will bear an additional charge of the lesser of 1.5% per month or the maximum amount permitted under applicable law. CoachingAssembly may change any portion of the Fees by notifying Customer via email or through the Services of the change, such changes to take effect at the beginning of the next period of this Agreement. If CoachingAssembly requires use of collection agencies, attorneys, or courts of law for collection on Customer’s account, Customer will be responsible for those expenses. Customer will be responsible for all use, sales, and other taxes imposed on the Services provided under this Agreement. CoachingAssembly may condition provision or renewal of Services upon payment of past-due fees.

3. Term and Termination

- 3.1. This Agreement starts on the date of execution of the Order and remains in effect as long as an Order is in effect under this Agreement (“Term”). Except as otherwise specified in the Order, subscriptions in an Order will automatically

renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of nonrenewal at least thirty (30) days before the end of the relevant subscription term. At that time, Customer authorizes CoachingAssembly to collect the applicable subscription fees, allowing CoachingAssembly to use any valid payment source of yours that CoachingAssembly has on record.

- 3.2. Either party may terminate this Agreement immediately upon written notice in the event that the other party materially breaches the Agreement and thereafter: (a) in the case of material breach resulting from non-payment of amounts due hereunder, has failed to pay such amounts within ten (10) days after receiving written notice thereof; or (b) has failed to cure any other material breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the terminating party) within thirty (30) days after receiving written notice thereof.
- 3.3. Upon termination or expiration of this Agreement for any reason: (a) all rights and subscriptions granted to Customer under this Agreement will terminate; (b) Customer will immediately cease all use of and access to the Services; (c) all Fees then owed by Customer will become immediately due and payable; (d) CoachingAssembly may delete any of Customer's content held by CoachingAssembly within thirty (30) days after the date of termination. If customer requests their data, CoachingAssembly will provide to Customer their data in an importable format within that thirty (30) day time window for their future usage. Customer agrees and acknowledges that CoachingAssembly may delete such Customer Content, at any time on or after the thirty-first (31st) day following termination. CoachingAssembly reserves the right to withhold access to Customer Content for Customer's non-payment or violation of any applicable law.
- 3.4. If Customer fails to pay the fees set in each order or, if and as necessary to protect the Candidate Content or Customer Content in the event of a threat to the security of the Services, CoachingAssembly will have the right, in addition to any of its other rights or remedies, to immediately suspend the provision of the Services to Customer or any particular User without liability to Customer until such amounts are paid in full or such breach is cured (in CoachingAssembly's sole discretion), as applicable. In addition, Customer acknowledges that CoachingAssembly reserves the right to remove Candidate Content from the Services without liability to Customer without prior notice to Customer if CoachingAssembly reasonably believes such removal is necessary to comply with applicable laws.

4. Access Grant and Restrictions

- 4.1. Subject to the terms and conditions of the Agreement, CoachingAssembly grants Customer a non-exclusive, non-transferable right to permit Users to do the following solely for the purposes of locating and hiring potential employees for Customer: (a) access the features and functions of the Services ordered under an Order solely for Customer's internal business purposes during the Term; and (b) view, download, reproduce, and print Job & Candidate Content made

available to Customer through the Services. Customer shall undertake reasonable efforts to make all Users aware of the provisions of this Section 4. CoachingAssembly may suspend access for any User who violates this Agreement.

- 4.2. Customer agrees that Customer will not: (a) permit any third party to access and/or use the Service, other than the Users authorized under the Agreement or in the case of API access granted by a third party; (b) rent, lease, loan, or sell access to the Services to any third party; (c) interfere with, disrupt, alter, translate, or modify the Services or any part thereof, or create an undue burden on the Services or the networks or services connected to the Service (d) reverse engineer, decompile, disassemble or otherwise attempt to obtain or perceive the source code from which any software component of the Services are compiled or interpreted, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or use such code; (e) access the Services in order to build or create a derivative, competitive or similar product or service or copy any ideas, features, functions or graphics of the Services; or (f) introduce software or automated agents or scripts to the Services so as to produce multiple accounts, generate automated searches, requests and queries, or to strip or mine data from the Services.
- 4.3. Customer agrees not to attempt to access any of the Services by any means other than through the interface that is provided by CoachingAssembly nor to engage in any activity that interferes with or disrupts the Services or infringes on CoachingAssembly's and/or its 3rd party vendors' brand or intellectual property. Customer will use the Services and all Candidate Content in conformance with all applicable laws. In addition, Customer agrees not to use, or encourage or permit others to use, the Services to: (a) stalk and/or harass another; (b) harm minors in any way; (c) impersonate any person or entity, or falsely state or otherwise misrepresent Customer's affiliation with a person or entity; (d) forge headers or otherwise manipulate identifiers to disguise the origin of any Content posted on or transmitted through the Service; (e) use the Services or Content such that it will mislead a third party into believing that he or she is interacting directly with CoachingAssembly or the Service; (f) engage in any chain letters contests, junk email, pyramid schemes, spamming, surveys or other duplicative or unsolicited messages (commercial or otherwise); (g) access or use the Services in any manner that could damage, disable, overburden or impair any CoachingAssembly server or the networks connected to any CoachingAssembly server; (h) harvest, collect, gather or assemble information or data regarding other users without their consent; or (i) market any goods or services for any business purposes (including advertising and making offers to buy or sell goods or services), unless specifically allowed to do so by CoachingAssembly.
- 4.4. Customer will ensure that each username and password issued to a User will be used only by that User. Customer is responsible for maintaining the confidentiality of all Users' usernames and passwords, and is solely responsible for all activities that occur under these usernames. Customer agrees (a) not to

allow a third party to use Customer's account, usernames or passwords at any time; and (b) to notify CoachingAssembly promptly of any actual or suspected unauthorized use of Customer's account, usernames or passwords, or any other breach or suspected breach of the Agreement. CoachingAssembly reserves the right to terminate any username and password, which CoachingAssembly reasonably determines may have been used by an unauthorized third party or for an unlawful purpose.

- 4.5. CoachingAssembly will: (a) provide the Services substantially in accordance with the Order and any applicable documentation; (b) implement and maintain backup, security and business continuity measures, in accordance with industry practices, in order to maintain the security and integrity of the Services and Customer Content; and (c) comply with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to this Agreement.

5. Add-on Services

- 5.1. The Services are pre-integrated with a number of third party add-on services. These add-on services are provided by third party vendors. When the Customer purchases such services through the CoachingAssembly platform, the terms and conditions of those vendors apply to the Customer. The Customer shall be responsible to review such terms and conditions before purchasing or otherwise accessing any such add-on services. Such terms and conditions, and not this Agreement, will govern Customer's use of such add-on services. CoachingAssembly cannot and does not take any responsibility for, nor makes any guarantees on behalf of, such add-on services. If a provider of third party add-on service ceases to provide such services or any data or functions therein available for interoperation with the Services, CoachingAssembly may cease providing those features without entitling Customer to any refund, credit, or other compensation (except for a refund of third-party services purchased in the situation where Customer has pre-bought but hasn't started using third party services that are no longer available). Customer acknowledges that any services or credits purchased on the CoachingAssembly platform will expire 1-year from the date of purchase of said credit or service. In addition, Customer agrees and acknowledges that the third party provider may change or amend its guidelines or functionality and/or the Services' interface with it at any time, and CoachingAssembly will not be liable to the extent any resulting issue is outside CoachingAssembly's reasonable control.

6. Customer Content

- 6.1. Customer grants CoachingAssembly a non-exclusive, worldwide, royalty-free and fully paid license to: (a) use, reformat, display, modify and create derivative works of the Customer Content as necessary, for purposes of providing the Services (including, where applicable, sharing and providing such Customer Content with Candidates & Employees) and exercising its rights hereunder; and (b) use Customer's trademarks, service marks, and logos to provide the Services

to Customer and the Candidates. All rights in and to the Customer Content not expressly granted to CoachingAssembly in this Agreement are reserved by Customer. As between the Parties, Customer retains all right, title and interest in and to the Customer Content, and CoachingAssembly acknowledges that it neither owns nor acquires any additional rights in and to the Customer Content not expressly granted by this Agreement. CoachingAssembly further acknowledges that Customer retains the right to use the Customer Content for any purpose in Customer's sole discretion.

- 6.2. Customer shall be responsible for and assumes the risk, responsibility and expense of: (i) any problems resulting from, the accuracy, quality, integrity, legality, reliability, and appropriateness of all such Customer Content; and (ii) acquiring, installing and maintaining all connectivity equipment, hardware, software and other equipment as may be necessary for it and its Users to connect to, access, and use the Service.
- 6.3. Customer acknowledges and agrees that Individuals control certain Personal Data and CoachingAssembly's use thereof, and may have certain rights in such Personal Data (as opposed to Customer or CoachingAssembly having such rights), notwithstanding anything to the contrary in this Agreement. Nothing in this Agreement will limit CoachingAssembly's right to use such Personal Data.
- 6.4. CoachingAssembly reserves the right to collect, compile, synthesize, and analyze information and data on how the Services are used by Customer and its Users and reserves the right to disclose to and share such information and data with customers and third parties in an anonymous and aggregated form at its discretion ("Aggregate Data"). For the sake of clarity, Aggregate Data will not identify Customer or any Users. To the extent that any Aggregate Data is collected by CoachingAssembly, it will be solely owned by CoachingAssembly and may be used by CoachingAssembly for any lawful purpose, provided that CoachingAssembly agrees to comply with applicable privacy and other laws and regulations respecting the dissemination and use of such Aggregate Data.
- 6.5. Each party agrees to: (a) use the Confidential Information of the other party only for the purposes described and as permitted herein; and (b) restrict access to the Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing or are otherwise bound to treat such information in accordance with the terms of this Agreement. The foregoing provision will not apply to Confidential Information that (a) is publicly available or in the public domain at the time disclosed; (b) is or becomes publicly available or enters the public domain through no fault of the recipient; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) is independently developed by the recipient; or (f) is approved for release or disclosure by the disclosing party without restriction. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with

the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order will first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (2) to establish a party's rights under this Agreement, including to make such court filings as it may be required to do.

7. Limitation of Liability

- 7.1. Subject to clauses 7.2 and 7.3, the maximum aggregate liability of CoachingAssembly (including its respective agents, sub-contractors or representatives) under, arising from or in connection with the provision of the Services and/or these Terms, whether arising in contract, tort (including negligence) or otherwise, shall not exceed a sum equivalent to the total Fees received by CoachingAssembly for a period of six (6) months preceding the event giving rise to liability.
- 7.2. To the extent permitted by law, CoachingAssembly expressly excludes:
 - 7.2.1. all conditions, warranties and other terms whether expressed or which might otherwise be implied by statute or common law;
 - 7.2.2. any liability for indirect or consequential loss which are losses incurred as a side effect of the main loss or damage;
 - 7.2.3. loss of profit;
 - 7.2.4. loss of income or revenue;
 - 7.2.5. loss of business or contracts;
 - 7.2.6. loss of data;
 - 7.2.7. loss of goodwill and reputation;
 - 7.2.8. loss of expectation;
 - 7.2.9. loss of opportunity; or
 - 7.2.10. loss arising out of or in connection with wasted management or office time; arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to the Customer's tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.
- 7.3. Nothing in these Terms shall serve to limit or exclude CoachingAssembly's liability for death or personal injury resulting from CoachingAssembly's negligence or any liability for fraudulent misrepresentation.

8. Intellectual Property

- 8.1. The Services and all intellectual property rights in the Services, the CoachingAssembly Content and any of the CoachingAssembly's proprietary technology, including software, hardware, products, processes, algorithms, user interfaces, know-how, technologies, designs and other tangible or intangible technical material or information made available to Customer by CoachingAssembly in providing the Services (the "CoachingAssembly

Technology”) is the exclusive property of CoachingAssembly or its suppliers. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the Services or the CoachingAssembly Technology, or any part thereof, including any right to obtain possession of any source code, data or other technical material relating to the CoachingAssembly Technology. All rights not expressly granted to Customer are reserved to CoachingAssembly. Ownership of all work product, developments, inventions, technology or materials provided by CoachingAssembly under this Agreement will be solely owned by CoachingAssembly. CoachingAssembly, in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer or Users to CoachingAssembly in connection with the Services (all such comments and suggestions, collectively, “Feedback”). Customer hereby grants CoachingAssembly a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback into CoachingAssembly products and services.

9. General Terms

- 9.1. This Agreement, including any Order, constitutes the entire agreement between the Customer and CoachingAssembly and governs the Customer’s use of the Services. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. Unless otherwise specified herein: (i) the word “including” means “including but not limited to”; and (ii) any reference to days will mean calendar days.
- 9.2. CoachingAssembly reserves the right to modify these Terms at any time. Any changes CoachingAssembly may make to this document in the future will be notified and made available to the Customer using the Website.
- 9.3. This Agreement will be governed by the laws of England and Wales, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The Customer and CoachingAssembly agree to submit to the exclusive jurisdiction of the courts of England and Wales to resolve any legal matter arising from this Agreement.
- 9.4. Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible.

- 9.5. CoachingAssembly may publicly refer to Customer, including on CoachingAssembly's website and in sales presentations, as a CoachingAssembly customer and may use CoachingAssembly's logo for such purposes. Similarly, Customer may publicly refer to itself as a customer of CoachingAssembly. Each party hereby grants the other a limited, worldwide license to use the other's logo in conformance with such party's trademark usage guidelines and solely for the purposes of fulfilling its obligations hereunder and as set forth in this Section 10.3. CoachingAssembly may also issue a press release announcing the relationship with Customer.
- 9.6. Neither party shall assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other party. This Agreement shall be binding upon the parties and their respective successors and permitted assigns.
- 9.7. Customer is responsible for updating Customer's data to provide CoachingAssembly with Customer's most current email address. In the event that the last email address Customer have provided to CoachingAssembly is not valid, or for any reason is not capable of delivering to Customer any notices required by this Agreement, CoachingAssembly's dispatch of the email containing such notice will nonetheless constitute effective notice of the changes described on the notice. Any notice provided to CoachingAssembly pursuant to this Agreement should be sent to CoachingAssembly Ltd, 12 Mount Ephraim Road, Tunbridge Wells, Kent TN11EG, United Kingdom Attn: Chief Executive Officer. You agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing

10. **Definitions.**

"Individual" means any individual, candidate, employee or referrer, who leverages their own Personal Data (usually social network related information) to assist in the sourcing of Candidates or applies or is sourced as a potential applicant to jobs or companies hosted on the CoachingAssembly platform.

"Personal Data" means any Content provided to CoachingAssembly by Individuals outside of this Agreement and protected by CoachingAssembly Data Privacy policy.

"Confidential Information" means any non-public material or information relating to a party which it discloses or makes available to the other party under the Agreement that

such disclosing party treats as proprietary or confidential, unless otherwise set forth herein.

“Content” means any and all content, information, data, images, photos, video, sound, notes, works of authorship, articles, or other materials.

“Customer Content” means any Content provided, imported or uploaded to the Services by Customer or Users or on Customer’s behalf.

“CoachingAssembly Site” means the website located at www.coachingassembly.com and any other URLs owned or operated by CoachingAssembly and designated by CoachingAssembly for use hereunder.

“Users” means Customer’s employees, consultants and representatives who are authorized to utilize the Services and who are provided with access to the Services by virtue of a password or the equivalent thereof.