

Enkaare is pleased to extend to you an opportunity to join Enkaare's Community and Talent Network (the "**Network**"). Please find below the Terms and Conditions (the "**Terms**" or "**Terms and Conditions**") which will regulate the nature and extent of your Network membership and define the terms and conditions under which Enkaare Inc., together with its subsidiaries, ("**Enkaare**") offers and you agree to use the Platform by which our Network and Services may be administered ("**Enkaare Platform**"). These Terms incorporate by reference the Enkaare website [Terms of Use](#) and [Privacy Policy](#). IN ORDER TO USE ENKAARE'S PLATFORM, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT ACCESS OR USE THE ENKAARE PLATFORM.

## 1.0 NATURE OF MEMBERSHIP

**1.1** Enkaare is building a movement to advance human potential by powering today's teams and investing in tomorrow's leaders. We connect software developers across the globe to the world's leading technology companies. To this end, we are building a global Talent Network of top technologists. The aim of the Network is to build a strong community of technologists and provide them with access to work opportunities.

**1.2** As a member of the Enkaare Talent Network (a "Member"), you agree to:

- i. Maintain an up-to-date and accurate Enkaare Platform profile with your contact information, availability, and skill set.
- ii. Engage with any Enkaare staff who may reach out to you for work opportunities in a timely and professional manner.
- iii. Conduct yourself in a professional manner and apply proper etiquette in expressing your views in both physical and online (i.e. social media) communities. Your views expressed in these forums are your own and not associated with ALC or Enkaare, and as such you should note the same when making posts in such forums.
- iv. Abide by the [Enkaare Community Code of Conduct](#) when participating in Enkaare Platforms, Client projects, and within the Network community.
- v. Put your best foot forward when interviewing with Enkaare's Clients.
- vi. Maintain strict confidentiality, and refrain from sharing sensitive and confidential Client information or job-related information outside of the Network.

## 2.0 INTERVIEW GUIDELINES

**2.1** If selected to interview with Enkaare or Enkaare's Client, you agree to be professional. You agree to be on time, communicate clearly and honestly, and provide at least 48 hours notice in the event you cannot make the interview. Additionally, you must ensure your internet connection is up to speed, and adhere to a professional

dress code. Do request any additional preparation details needed going into your interview. You further acknowledge and warrant that you will not provide false or fraudulent information during the interview and that you will not impersonate someone else or have someone else impersonate you in the interview.

### 3.0 REPRESENTATIONS AND WARRANTIES

**3.1** You represent that you are a qualified and capable Talent Network Member, and that you will devote your best efforts, skill, knowledge and attention to the elected Member responsibilities.

**3.2** You represent that all information provided by you to Enkaare, its Clients, and third party vendors in respect of your personal background, education, qualifications, experience, legal documentation, and location are accurate and truthful, and that no material information relating to the aforementioned areas is withheld. You will always be honest about who's doing the Work.

**3.3** You will not participate in any work or schemes that are intended or reasonably foreseeable to jeopardise your engagement with Enkaare. Where there is a possible conflict of interest, you will immediately inform Enkaare. A **"conflict of interest"** refers to a situation where a person has competing professional or personal obligations or financial interest that will make it difficult to fulfill his duties fairly or objectively.

You represent and warrant that you are not: (1) currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury (**"OFAC"**) and/or any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the **"List"**), or (2) a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States. You represent and warrant that (i) none of your funds or other assets constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person (as hereinafter defined), (ii) no Embargoed Person has any interest of any nature whatsoever in you (whether directly or indirectly), (iii) none of your funds have been derived from any unlawful activity with the result that any potential investment by Enkaare in you is prohibited by law, and (iv) you have implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term **"Embargoed Person"** means any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that any investment in you is prohibited by law or you are in violation of law. You agree and acknowledge that should you travel to any OFAC prohibited locations, or if you reside or choose to reside in any location in which you do not have the legal right to work, you are prohibited from working on, applying to, or logging into any Enkaare or Enkaare's Client servers, tools, projects, and communication platforms.

You represent and warrant that you will keep valid, updated, and accurate all information pertaining to this section and such information will remain in full force and effect during any engagement with Enkaare.

### 4.0 INDEMNITY

**4.1** You agree to indemnify and hold Enkaare harmless to the full extent from and against any and all third party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the breach of any representation or warranty.

**4.2** You agree to indemnify Enkaare to the full extent against any and all liabilities which Enkaare incurs as a direct or indirect result of your actions or inactions, during the course of the engagement, including any violation of any applicable law, regulation, or continued legal obligations.

**4.3** Enkaare expressly reserves all rights and remedies available to it for the enforcement of or breach of these Terms.

## **5.0 CONFIDENTIALITY**

**5.1** Confidential Information shall for the purpose of this engagement include all information which you come across or have access to, or is disclosed by Enkaare or, Enkaare's Client to you regarding trade secrets, patents, patent applications, trademarks, copyrights, trade address, intellectual property, know-how, inventions, discoveries, improvements, processes, techniques, algorithms, rating systems, samples, media and/or cell lines, software programs (whether in source or object code form), designs, drawings, formula or test data relating to any research program, work in process, research, development, engineering, manufacturing, distributing, marketing, servicing, financing, pricing or proposal information, or any personnel information relating to Enkaare or, Enkaare's Client its present or future products, sales, suppliers, clients, contact sources, customers, employees, investors or business, and whether in oral, written, visual, graphic, electronic form or in any form whatsoever and howsoever disclosed by Enkaare or, Enkaare's Client.

**5.2** Confidential Information will also include all third party information and information that Enkaare has received from others. Also, any information or materials specifically marked as "**Confidential**" or "**Proprietary**" will be treated as Confidential Information. However, Confidential Information does not need to be marked "Confidential" or "Proprietary" in order to be considered as Confidential Information.

You acknowledge that Confidential Information is a valuable, special and unique asset proprietary to Enkaare, and you hereby agree that you shall not during or after the course of this engagement with Enkaare, disclose Confidential Information to any third party for any reason or purpose whatsoever without Enkaare's prior written. "**Third Party**" means any party other than Enkaare, its holding and subsidiary companies or agents. Notwithstanding the foregoing, you may disclose Confidential information to Enkaare's holding and subsidiary companies, or agents, professional partners and advisers on a need-to-know basis only.

**5.3** All information and data provided to you by Enkaare shall be used *exclusively* for the purposes arising from this engagement. You shall prevent the use of Enkaare's information, data, computers, equipment and other properties by third parties. Also, you shall notify Enkaare without undue delay of any misuse of Enkaare's information, data, computers, equipment and other properties.

**5.4** You shall not copy, reproduce, modify, alter, disassemble, reverse engineer or decompile any Confidential Information unless expressly permitted in writing by Enkaare. Also, you shall not print or copy, in whole or in part, any documents or other media containing any Confidential Information without the written consent of Enkaare other than copies for its officers, directors, employees, investors, consultants, advisors or partners who are working on the program or any transaction relating thereto.

**5.5** You shall protect Confidential Information in your possession using the same standard of care that Enkaare applies to safeguard its own proprietary, secret or confidential information and you shall ensure that Confidential Information is stored and handled in such a way as to prevent any unauthorized disclosure or use thereof. Where there is a possible breach of Confidential Information, you will immediately inform Enkaare.

**5.6** Where you are compelled by applicable regulatory and/or fiscal authorities and any other valid order carrying the force of law to disclose any Confidential Information, you shall promptly notify Enkaare of such obligation to enable it to limit or mitigate the disclosure as may be practicable.

## **6.0 NO CREATION OF EMPLOYMENT, PARTNERSHIP OR AGENCY**

**6.1** By joining the Talent Network, you acknowledge that no employment, joint venture, partnership or agency relationship is created between you and Enkaare, and that you are not entitled to any remuneration by being a member of this Network, except when subsequently engaged in a paid relationship with Enkaare's Client. If you accept any such engagements, it is as an independent contractor with Enkaare and its Clients as your principal or engaging companies, thus you shall not reference Enkaare or its Clients as your employer or record same in any legal, governmental, or official documentation.

## **7.0 GENERAL**

**7.1** You acknowledge and accept not to directly contact any of Enkaare's clients, customers, partner organizations or affiliates, or directly enter into any arrangements with them without Enkaare's prior written approval. This clause is without prejudice to any existing relationships and agreements prior to your engagement with Enkaare. However, such relationships and agreements must be declared prior to the commencement of your engagement with Enkaare.

**7.2** You agree to allow Enkaare to use feedback, including quotes, photos, blogs, videos etc., obtained during or as a result of your activities related to the Network, as promotional materials for any other programs and schemes run by Enkaare. You are responsible for all data, information and other content that you upload, post, or otherwise provide or store (hereafter "post(ing)") in connection with or relating to the Network.

**7.3** When you interact with Enkaare through the Network, Enkaare may collect Personal Data and other information from you. [Enkaare's Privacy Policy](#) sets out how Enkaare collects, retains, and uses information, including personal data and non-identifiable data, about service users and site visitors. This Privacy Policy also covers data that Enkaare collects in-person and through all of Enkaare's Platforms. You agree to allow Enkaare to collect and retain your personal data collected through the Network and you grant Enkaare permission to provide such data to third party vendors which may be reasonably needed for anti-money laundering, know your client, and other legal or regulatory purposes. You may at any time request to have your information deleted from the Network in accordance with the instructions provided in Enkaare's Privacy Policy.

**7.4** Enkaare reserves the right to investigate any potential violation of these Terms and Conditions and to remove, disable access to, modify or terminate your membership in the Network at any time. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of these Terms and Conditions. Enkaare reserves the right to

enforce all remedies it has available in the case of a breach of these Terms and Conditions, including legal action where necessary.

**7.5** All capitalized terms not defined herein shall have the definitions provided in the Master Service Agreement to be entered into between you and Enkaare.

## **8. PLATFORM USE**

**8.1** Your account on the Enkaare Platform (your "**Account**") gives you access to the services and functionality that we may establish and maintain from time to time. We may maintain different types of Accounts for different types of users. You acknowledge that all Enkaare Platform intellectual property remains the sole and exclusive property of Enkaare and you do not own your Account.

**8.2** You may not use another user's Account. You are solely responsible for the activity that occurs on your Account, and you must keep your Account password(s) strong and secure. You should notify us immediately of any breach of security or unauthorized use of your Account. We will not be liable for any losses caused by any unauthorized use of your Account, or for any changes to your Account, including your ability to access your Account, made by any individual with access to your Account.

**8.3** By providing us with your email address, you consent to our using the email address to send you Services-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other marketing or advertising messages, such as changes to features of Enkaare and special offers. If you do not want to receive such email messages, you may opt out or change your preferences by contacting Enkaare Privacy at [privacy@enkaare.com](mailto:privacy@enkaare.com) or by clicking the unsubscribe link within each marketing or advertising message. Opting out will not prevent you from receiving Services-related notices.

**8.4** To the extent that you provide Enkaare with any comments, suggestions or other feedback regarding the Enkaare Platform or the website as a whole, as well as other Enkaare products or services (collective, the "**Feedback**"), you will be deemed to have granted Enkaare an exclusive, royalty-free, fully paid up, perpetual, irrevocable, worldwide ownership rights in the Feedback. Enkaare is under no obligation to implement any Feedback it may receive from users.

**8.5** You may not use, or encourage, promote, facilitate, instruct, or induce others to use the Talent Network or Enkaare Platform for any activities that violate any law, statute, ordinance or regulation; for any other illegal or fraudulent purpose or any purpose that is harmful to others; or to transmit, store, display, distribute or otherwise make available content that is illegal, fraudulent or harmful to others.

## **9.0 REPORTING AND CORRECTING VIOLATIONS**

If you become aware of any violation of these Terms and Conditions, you must immediately report it to the Enkaare Talent Experience team. You agree to assist us with any investigation we undertake and to take any remedial steps we require in order to correct a violation of these Terms and Conditions.

## **10.0 GOVERNING LAW**

**10.1** The Terms and Conditions of the Network are binding on you and will be construed, and interpreted in accordance with the laws of Baltimore, Maryland, U.S.A. without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any other jurisdiction.