

SERVICE AGREEMENT

This Service Agreement ("**Agreement**") is entered into as of **February 1st, 2026** (the "**Effective Date**") by and between **Tangerine Search Inc.**, a California corporation ("**Client**") and **LuminalQ**, a Wyoming LLC ("**Company**").

1. DEFINITIONS

- (i) "**AI Agent**" refers to the custom-deployed AI systems configured to engage leads via the Client's website and/or outbound outreach channels.
- (ii) "**Net New Client**" refers to a prospect where the AI Agent serves as the "first touch" (initial engagement) and leads to a successful placement.
- (iii) "**Reactivated Client**" refers to a client with whom the Client has not conducted business for twelve (12) months or longer, re-engaged via the AI Agent.
- (iv) "**HR Services**" refers to the Client's Scalable HR service offerings billed at hourly rates.
- (v) "**Guarantee Period**" refers to the standard 90-day period following a candidate's start date.

2. SCOPE OF SERVICES

Company will provide:

- **Multi-Channel Deployment:** AI Agents on Client's Webflow site and outbound channels to engage prospects and book meetings.
- **Training & Customization:** Training on Client "Insights," FAQs, and specific messaging for recruitment and HR service lines.
- **Technical Integration:** Integration with Webflow and CRM logging (Job Diva).

3. PRICING & PAYMENT TERMS

- (i) **Setup Fee:** The initiation/setup fee is **waived** (\$0.00).
- (ii) **Monthly Retainer:** Client shall pay a recurring monthly fee of **\$450.00** for management and maintenance, commencing upon the live launch of the agent(s).
- (iii) **Revenue Sharing (Placements):**
 - **Net New Clients: 50% split** of revenue generated from the first placement of each c.
 - **Reactivated Clients: 15% split** of revenue generated from the first placement.
 - **Payment Timing:** Paid once Client has been paid and the 90-day Guarantee Period has passed.
- (iv) **HR Services Commission:**
 - For each new HR Services client acquired via the AI Agent, Client shall pay Company a **one-time flat fee of \$250.00**.
 - **Payment Trigger:** This fee is earned and payable once the Client has successfully billed and received payment for the first **ten (10) hours** of HR services from that specific client.
- (v) **Ancillary Sales:** **10%** of revenue from jobseeker courses, trainings, or webinars sold by the AI Agent.

4. TERM & TERMINATION

- **(i) Initial Term:** This Agreement carries a mandatory **twelve (12) month commitment** starting from the Effective Date.
- **(ii) Renewal:** Following the Initial Term, the Agreement renews month-to-month unless either Party provides 30 days' written notice.
- **(iii) Fee Review at Renewal:**
- In recognition that the commercial value, scope, and revenue impact of the Services may evolve over time, the Parties agree to review the fee structure and revenue-sharing terms in good faith upon expiration of the Initial Term and in connection with any renewal of this Agreement.
- Any revised pricing or commercial terms shall be mutually agreed upon in writing. If the Parties are unable to reach agreement on revised terms, either Party may elect not to renew the Agreement by providing written notice in accordance with Section 4(ii).

5. CONFIDENTIALITY, DATA PROTECTION & INTELLECTUAL PROPERTY

(i) Confidential Information.

Each Party acknowledges that, in the course of performing under this Agreement, it may receive or have access to non-public, proprietary, or confidential information of the other Party, including but not limited to business operations, pricing, client lists, candidate data, technical information, prompts, workflows, models, trade secrets, and know-how (“Confidential Information”).

Each Party agrees to use Confidential Information solely for purposes of performing under this Agreement and to protect such information using at least the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care.

(ii) Data Privacy & Security.

Company shall comply with all applicable data protection and privacy laws and shall implement commercially reasonable administrative, technical, and organizational safeguards to protect Client data from unauthorized access, use, or disclosure. Client data shall not be sold, licensed, or disclosed to third parties except as required to perform the Services or as required by law.


(iii) Intellectual Property Ownership

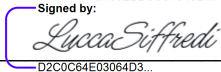
As between the Parties, Client retains all right, title, and interest in and to its proprietary materials, branding, client data, candidate data, training content, workflows, and business methodologies. No ownership rights are transferred under this Agreement.

Company retains ownership of its pre-existing technology, software, and underlying AI infrastructure. Any configurations, customizations, or outputs created specifically for Client use shall be deemed Client-exclusive for the term of this Agreement.

SIGNATURES

CLIENT: Tangerine Search Inc. By:  Name: **April Starlight** Title: **Owner**

COMPANY: LuminalQ By:  Name: **Jonah Carvalhaes** Title: **Member**

COMPANY: LuminalQ By:  Name: **Lucca Siffredi** Title: **Member**