



ATS INTEGRATED SERVICE AGREEMENT

This ATS Integrated Service Agreement ("**Agreement**") is entered into as of July __, 2017 by and between ZipRecruiter, Inc., a Delaware corporation ("**ZipRecruiter**"), and Talentwiz Solutions Inc., a Canadian federal corporation ("**Company**") (collectively, the "**Parties**" and individually, a "**Party**").

RECITALS

WHEREAS, Company operates a service that provides Company's customers ("**Customers**") and their respective users ("**Users**") online access to a Company branded application that enables the electronic handling of a company's recruitment needs and front office employment service operations relating to and constituting an applicant tracking system (the "**Company ATS**");

WHEREAS, the Company ATS hosts numerous job postings for Customers, which could benefit from being distributed to and seen by a greater number of job seekers who may be qualified for such positions;

WHEREAS, ZipRecruiter operates an online service that, when integrated with the Company ATS (the "**Integrated Service Offering**"), would allow Customers to enable the "ZipRecruiter Apply" feature to facilitate applicants for Customers' job openings and, additionally, will permit such Customers to advertise those jobs on the websites and mobile applications hosted by ZipRecruiter and/or its affiliates, email and SMS alerts and notifications, search functionality, and syndicated channels arranged through ZipRecruiter (collectively, the "**ZipRecruiter Marketplace**"); and

WHEREAS, the Parties' advertising and marketing efforts could be mutually beneficial in broadening the audience for each Party and bringing together job seekers and opportunities from both platforms; and

WHEREAS, the Parties desire to work together in accordance with the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Delivery of Content.

(a) During the Term (as defined below), Company shall provide ZipRecruiter with access (including any required credentials) to the data content ("**Content**") comprising current publicly active job opportunities posted by Customers through the Company ATS, with updates at least once each business day to include new job posts, reflect changes in existing active jobs, and remove obsolete job posts.

(b) In the event that Company is unable to provide updated Content on any particular business day, Company shall notify ZipRecruiter of such fact and indicate, to its best knowledge, when it will be able to deliver the updated Content. ZipRecruiter reserves the right to remove any unrefreshed Content from the ZipRecruiter Marketplace or any portions thereof after a period of 72 hours from the time at which Company was last able to deliver updated Content to ZipRecruiter.

(c) Promptly following the Effective Date of this Agreement, Company shall make an initial delivery of Content to ZipRecruiter in the form of an XML file via an FTP or HTTPS site identified by Company. Subsequently,

Company shall provide updates to the Content on such site or at such other location or via such other means as the parties may mutually agree.

(d) The Parties intend to jointly develop an application programming interface (“API”) that will allow the Parties’ systems to link and interact directly, and agree to cooperate toward developing and implementing the API. The API is intended to permit the Content to be maintained and updated on a continuous basis and to allow for a more seamless implementation of the Integrated Service Offering.

(e) Each of the Parties shall identify a Technical Contact who shall be available upon reasonable notice for purposes of coordinating delivery of the Content and addressing any technical issues that may arise in connection with this Agreement. For purposes of this provision, the Technical Contact of the consenting Party shall be: (a) in the case of ZipRecruiter, Esther Chelladurai (email address: atsintegrations@ziprecruiter.com) or such other person as shall be identified in writing by an executive officer of ZipRecruiter, and (b) in the case of Company, Logan Houston (email address: houston@talentwiz.ca) or such other person as shall be identified in writing by an executive officer of Company.

2. Distribution.

(a) Company hereby authorizes ZipRecruiter to, and subject to Company’s acceptance of and agreement to the Terms of Use and Privacy Policy posted on the ZipRecruiter Website as in effect from time to time (the “**ZipRecruiter Terms**”) on behalf of itself and its Customers, and in accordance with the terms thereof, ZipRecruiter will, display the Content as job postings via the ZipRecruiter Marketplace and, where practicable, enable job seekers to use the “ZipRecruiter Apply” feature to apply for jobs posted by Customers.

(b) Company recognizes that ZipRecruiter will serve as a passive conduit for the online distribution and publication of the Content and has no obligation to screen the content of such advertisements or any other Content. Company and/or the applicable Customer providing the Content shall be solely responsible for any liability arising out of publication of job advertisements or other Content or relating to any material to which users can link through such advertisements or Content.

3. Co-Marketing.

(a) From time to time, the Parties may agree upon materials describing the Integrated Service Offering and/or making reference to the services provided by one or both of the Parties in respect of job posting, distribution, and placements. Materials referring to and/or incorporating Intellectual Property Rights (as defined below) of both Parties (“**Co-Branded Material**”) shall be jointly developed and acceptable to each Party at its sole discretion. Any use of the name, logo, or collateral materials of one Party (including the display, context, and layout thereof) by the other Party shall require the prior written consent of the Business Contact of such other Party before use or publication thereof; provided, however, that Company hereby approves the inclusion of its logo on the “ATS Partners” page of the ZipRecruiter Website, along with a brief description of Company’s business which shall be provided by Company for such use. For purposes of this provision, the Business Contact of the consenting Party shall be: (a) in the case of ZipRecruiter, Esther Chelladurai (email address: esther@ziprecruiter.com) or such other person as shall be identified in writing by an executive officer of ZipRecruiter, and (b) in the case of Company, Logan Houston (email address: houston@talentwiz.ca) or such other person as shall be identified in writing by an executive officer of Company.

(b) Subject to obtaining consent and any limitations or conditions set forth on such consent referenced in the immediately preceding paragraph, each of the Parties hereby grants to the other Party a revocable, royalty-free, non-transferrable, worldwide license to use its name, logo, and collateral materials during the Term.

(c) Each Party owns and shall continue to own all right, title and interest in and to all information, materials, and documentation (including, without limitation all rights under applicable copyright, trademark, trade name, trade secret, knowhow, software, patent, and any other intellectual and industrial property and proprietary

rights, wherever located, therein (collectively, **"Intellectual Property Rights"**)) owned or developed by said Party, and the other Party will have no interest therein or claim thereto except as specifically set forth herein.

(d) The Intellectual Property Rights over the Co-Branded Material of the Parties shall belong to both Parties and may be used by either Party during the Term or, if sooner, until one of the Parties notifies the other that a piece of Co-Branded Material is not to be used anymore. The Co-Branded Material may not be modified or copied by either Party without the other Party's prior written consent, with the exception of publishing excerpts of Public Co-Branded Materials as specified in paragraph (e), below. Neither Party shall obscure or remove any copyright, trademark or other proprietary notices included in the Co-Branded Materials. No Co-Branded Material shall be used by either Party upon termination or expiration of this Agreement.

(e) A Party may publish an extract of a Public Co-Branded Material provided that the extract is not misleading, does not otherwise modify the general meaning of the Co-Branded Material and adequately depicts ownership in accordance with the terms of this Agreement.

(f) Neither Party shall: (i) conduct its business with regard to the Integrated Service Offering in a manner which reflects negatively on the products, goodwill and reputation of the other Party; (ii) engage in any marketing practices which are or might be detrimental to the other Party, its products, brand or reputation; or (iii) make any false, misleading or negative representations, warranties, or guarantees with regard to the Integrated Service Offering, the other Party, or otherwise.

4. **Term & Termination.** This Agreement will commence on the Effective Date (defined below) and will continue on a month-to-month basis thereafter (**"Term"**). Notwithstanding any termination of this Agreement, the rights and obligations under this Agreement, which by their nature should survive, will remain in effect after the termination, including Sections 5, 6, 7, and 8.

5. **Representations.**

(a) Each Party represents and warrants that (i) it has the legal power and authority to enter into this Agreement and to perform its obligations hereunder, and (ii) it will comply with all relevant laws, regulations, and industry standards in the conduct of its actions regarding the subject matter of this Agreement and its respective business.

(b) Company represents and warrants that: (i) the Content is lawfully in its possession and that it has all necessary rights to provide ZipRecruiter access to and use of the Content for all purposes hereunder, including distribution thereof; and (ii) it is familiar with the ZipRecruiter Terms and has a reasonable basis to believe that the job postings embodied in the Content will be in compliance with the requirements thereof.

(c) Company shall indemnify, defend and hold harmless ZipRecruiter, its officers, directors, employees, agents, affiliates, licensors, successors and assigns (collectively, the **"Indemnified Parties"**) from any and all claims, losses, liabilities, damages, fees, expenses, and costs (including attorneys' fees, court costs, damage awards, and settlement amounts) that result from or relate to any claim or allegation against any of the Indemnified Parties arising from (i) any breach of Company's representations and warranties contained herein or (ii) any negligent or more culpable act or omission of Company or its personnel (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement.

(d) EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, EACH PARTY DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SERVICE, MATERIAL OR PRODUCT PROVIDED BY SUCH PARTY PURSUANT TO THIS AGREEMENT.

6. **Limitation of Liability.**

(a) NEITHER PARTY SHALL BE LIABLE FOR ANY LOST REVENUE, LOST PROFITS OR OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) SUBJECT TO SECTION 6(c) BELOW, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID TO COMPANY HEREUNDER DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT GAVE RISE TO THE CLAIM.

(c) THE LIMITATIONS OF LIABILITY IN SECTION 6(a) AND 6(b) DO NOT APPLY TO INDEMNIFICATION OBLIGATIONS.

7. Confidentiality.

(a) In connection with the Parties' performance of this Agreement, each Party may be given access to Confidential Information from the other Party. For the purposes of this Agreement, "Confidential Information" shall mean any information, which is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") verbally, electronically, visually, or in a written or other tangible form, which is either identified by the Disclosing Party as confidential or proprietary or that by the nature of the information or the circumstances surrounding disclosure should be reasonably understood to be confidential or proprietary. Without limiting the generality of the foregoing, Confidential Information will be deemed to include, without limitation, this Agreement (its terms, conditions and provisions), technical information relating to the Integrated Service Offering, and any other non-public information that has economic value by reason of not being generally known.

(b) Each Party shall hold the other's Confidential Information in confidence and shall not make the other's Confidential Information available to any third party other than its employees, contractors, and professional advisors having a need to know such information, or use the other's Confidential Information for any purpose other than in furtherance of its performance of obligations under this Agreement. Upon termination of this Agreement, the Receiving Party will promptly return or destroy all of the Confidential Information of the Disclosing Party, including all copies and compilations thereof.

(c) Notwithstanding anything to the contrary herein, a Party's Confidential Information shall not be deemed to include information that: (i) is or becomes publicly known other than through any act or omission of the Receiving Party; (ii) was in the Receiving Party's lawful possession before the disclosure; (iii) is disclosed to the Receiving Party by a third party not known to the Receiving Party to have an obligation of confidentiality owed to the Disclosing Party; (iv) is independently developed by the Receiving Party, which independent development can be shown by legally sufficient evidence. In addition, it shall not be a violation of this section for a Party to provide that portion of the other Party's Confidential Information as it shall be required to produce or disclose pursuant to applicable law, by any court of competent jurisdiction or by any regulatory or administrative body; provided that the Receiving Party shall, to the extent permitted, notify the Disclosing Party and reasonably cooperate at the Disclosing Party's expense with the Disclosing Party's efforts to limit disclosure or obtain confidential treatment therefor.

8. Miscellaneous

(a) Non-Exclusivity. This Agreement is on a non-exclusive basis. Except as specifically described herein, nothing in this Agreement shall restrict either Party with regard to any other transaction, alliance, product, service, or commercial activity.

(b) Notices and Requests. Except as otherwise specified herein, any notice required by this Agreement or given in connection with it, shall be in writing and shall be deemed delivered to the Party receiving such communication (i) on the delivery date if delivered personally to the Party; (ii) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (iii) five business days after the mailing date, if sent by first class US mail, postage prepaid, return receipt requested; or (iv) on the delivery date if transmitted by confirmed email. Notices shall be addressed to the following contacts, address, or email address or such other addresses or email address as either Party may designate in writing to the other in accordance with this section:

If to ZipRecruiter: ZipRecruiter, Inc. 401 Wilshire Blvd., 11 th Floor Santa Monica, CA 90401 United States Attn: Business Affairs Email: businessaffairs@ziprecruiter.com	If to Company: Talentwiz Solutions Inc. 58 Haddington Toronto ON M5M 2P1 Canada Attn: Logan Houston, Founder and CEO Email: Houston@talentwiz.ca
--	---

(c) Assignment, Successors and Assigns. Company may not assign this Agreement without the prior written consent of ZipRecruiter, which consent shall not be unreasonably withheld. Any assignment made in conflict with this provision shall be void. Subject to the foregoing, this Agreement shall benefit and bind the permitted successors and assigns of the Parties.

(d) Public Announcements. Neither Party shall publicly disclose, issue any press release or make any other public statement, or otherwise communicate with the media, concerning the existence of this Agreement or the subject matter hereof, without the prior written approval of the other Party, except if and to the extent that such Party is required to make any public disclosure or filing ("**Required Disclosure**") with respect to the subject matter of this Agreement (i) by applicable law, (ii) pursuant to any rules or regulations of any securities exchange of which the securities of such Party are listed or traded or (iii) in connection with enforcing its rights under this Agreement.

(e) Force Majeure. Neither Party to this Agreement will be liable for failure to perform any of its obligations hereunder during any period in which such performance is delayed by fire, flood, war, riot, embargo, organized labor stoppage, earthquake, acts of civil and military authorities, or any other acts beyond its reasonable control; provided, however, that the Party suffering such delay notifies the other Party of the delay as soon as is reasonably practicable.

(f) Independent Contractor. The Parties to this Agreement are independent contractors, and this Agreement shall not be construed to create a partnership, joint venture, employment or other agent relationship between the Parties. Each Party shall be solely responsible to compensate any employees, agents or representatives employed or engaged by it to perform duties under this Agreement and for all taxes, duties and all charges of any governmental authority arising from its activities under this Agreement.

(g) Severability. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

(h) Waiver. No failure by either Party to exercise, or to delay in exercising, any rights hereunder shall operate as a waiver hereof, nor shall any single or partial exercise of any right hereunder by either Party preclude any other or future exercise of that right or any other right hereunder by that Party.

(i) Governing Law; Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California without regard to its conflict of law principles. Any and all disputes with respect to this Agreement shall be resolved in the state or federal courts or in an arbitration proceeding located in Los Angeles County, California, and the Parties waive any right to seek transfer or dismissal for lack of proper venue, personal jurisdiction, or convenience of any Party or witness.

(j) Equitable Relief. Each Party acknowledges that a breach by the other Party of any confidentiality or proprietary rights provision of this Agreement may cause the non-breaching Party irreparable damage, for which the award of damages would not be adequate compensation. Consequently, the non-breaching Party may institute an action to enjoin the breaching Party from any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and a Party may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which the non-breaching Party may be entitled at law or in equity.

(k) Execution, Counterparts and Digital/PDF Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by any Party by delivery of a digital signature, or a signature in "PDF" format, which signature shall have the same force and effect as an original signature. Each Party agrees to execute such further instruments, documents and agreements as may be reasonably requested by the other Party in order to carry out the provisions of this Agreement.

(l) Entire Agreement. This Agreement constitutes the entire agreement between ZipRecruiter and Company concerning the subject matter hereof, and supersedes all prior and contemporaneous agreements, proposals, oral or written, and all other communications between the Parties with respect to the subject matter hereof. No Party is relying upon any warranties, representations, or inducements not set forth herein. No term or condition of this Agreement may be amended, changed, modified or waived except in a writing signed by both ZipRecruiter and Company, which expressly refers to this Agreement and specifically states the term or condition to be amended, changed, modified or waived.

The Parties by their duly authorized representatives, have executed this Agreement as of the date last set forth below (the "**Effective Date**").

Talentwiz Solutions Inc.	ZipRecruiter, Inc.
By: <u>Logan Houston</u> <small>Logan Houston (Aug 30, 2017)</small>	By: _____
Name: Logan Houston	Name: _____
Title: Founder and Chief Executive Officer	Title: _____
Date: <u>Aug 30, 2017</u>	Date: _____