

Network Partner Agreement

We maintain strict guidelines that our network partners must adhere to in order to participate in our program. To ensure you are in compliance with our guidelines, please read this agreement thoroughly before promoting our brands. Only Jobs Group Limited is a Wisconsin registered limited liability company and is hereafter referred to as "Company". You as an approved Affiliate and Distribution Partner of Only Jobs Group Limited will be referred to as "Partner". Partner will publish Company jobs to Partner sites and/or Partner's approved network sites with the following license and restrictions. As part of the registration process, Partner shall provide Company with a list of all Partner sites and Partner's network sites along with their URLs.

Job Distribution

Company will provide Partner with an XML feed of Jobs updated every 24 hours, or a time frame agreed to by the Parties. This XML feed will include only active jobs. The Company XML feed will be delivered in industry standard formats or in a proprietary format provided by Partner to Company. Partner will pick up job feeds every 24 hours or as agreed by parties, and will archive or otherwise delete Jobs that no longer exist in the latest XML feed. Jobs that are no longer in the Company XML feed should be displayed for no more than 24 hours before removal. Partner will not re-distribute Company Jobs to third-party sources or to sites not listed as Partner and Partner network sites without express written consent.

1. Candidate Tracking and Referral Parameters All clicks from Partner sites and Partner network sites must send the visitor directly to the URL provided in the XML feed in one of two ways: a. Single Verification - When a visitor clicks on the job title, description, or view link, the visitor will be delivered directly to the provided URL. b. Double Verification - When a visitor clicks on a job title, description, or view link, the visitor is then delivered to a second page on Partners web site or network site which provides further description of the Job. The visitor will then have the opportunity to click on an "Apply" or "View More" link which will then deliver them to the provided URL in the Company XML feed. Partner sites and Partner network sites shall not force users to register for Partner's or a network's web site in order for the job seeker to search, view, or otherwise be delivered to Company Jobs.

Partner sites and Partner network sites shall not edit the data provided in the XML feed. Data must be presented on an as-is basis with the exception that Partner may shorten the job description to a set number of characters which is disclosed to Company. Partner shall use their best effort to exclude automated traffic such as search engine robots from being counted as traffic or billed click if payment is on a CPC (cost per click) basis. The parties agree that as a result of those best efforts, each click will be a human visitor being delivered to the URL provided in the Company XML feed.

2. Company shall pay Partner for traffic under one of three programs:

1. PPA (Pay Per Action) - Company shall pay Partner a one-time payout for every successful Candidate registration that Partner delivers to Company sites. In addition, Partner will receive a one-time payout for each Employer/Recruiter that registers and converts into a paying client within thirty (30) days of registration.

2. PPC (Pay Per Click) - Company will pay Partner an agreed cost for every visitor delivered to Company Jobs from Partner sites or Partner network sites. This option is only offered in special negotiated contracts. All general contracts are defaulted to option A, (PPA).
3. Free - In some cases, Company will allow a Partner to receive an XML feed from Company with no expectation of payment. Such cases include Partners who are smaller and unable to drive a high volume of qualified applicants. Other scenarios include those cases where a Partner is not able to properly track the PPC traffic. Lack of payment expectation does not modify any other terms of this agreement and Partner agrees to be bound by all remaining clauses contained in this agreement.

There shall be a monthly cap of \$1,000. If the monthly cap is achieved in any given month, then the traffic shall be paused by the Partner and thereafter automatically reinstated on the first day of the following month, unless the monthly cap is adjusted in writing by mutual agreement of the parties. Parties can request a cap adjustment by email correspondence.

3. Terms: During the terms of this agreement, Partner agrees that company will be the sole and exclusive provider of healthcare job posting, job search and resume database graphics, widgets and text ads displayed on approved Partner URL or approved Partner Network. Partner agrees that it will utilize Company's provided graphics, widgets or text ads to be displayed on the URL/s provided to Company and that Partner will not modify such creatives without the express written consent of Company. Either party may terminate this Agreement with written notice to the other party. Both parties agree that if such written notice is tendered, the Agreement shall be terminated within five (5) days and all jobs removed from Partner sites and Partner Network sites within 24 hours of the termination date. Partner agrees that if the contract is terminated regardless of cause, Partner shall not contract with a direct competitor of Company for at least 60 days after the date of such formal termination. In the event that the contract is terminated for cause which includes but is not limited to a material violation of this agreement, such agreement shall be terminated immediately by the Company and any balance that has accrued as a result of the term violation shall be forfeited by Partner. Agent for Partner warrants that it has the authority as Agent to bind the Partner to these Terms and Conditions.

4. Indemnification: Partner agrees to defend, indemnify and hold harmless Company, its affiliates, partner LLC's and their respective directors, officers, employees, members and agents from any and all losses incurred as a result of any alleged breach of these Terms and Conditions and/or from any losses incurred as a result of a Third-Party Claim, judgment or proceeding.

5. Jurisdiction: In the event of any breach or alleged breach of this Agreement, the parties agree that the laws of the State of Wisconsin shall govern and that Wisconsin shall have sole jurisdiction in the event of any dispute arising between the parties.

6. Entirety of Agreement: These terms and conditions and the related application completed on the Company website shall constitute the entire agreement between the parties and shall supersede all previous communications, representations, understandings and agreements either oral or written with respect to the given subject matter. In the event that any terms or provisions

of this Agreement are held to be unenforceable, that portion shall be stricken and the remaining provisions shall remain in full force and effect.

7. Quality Assurance: Company reserves the right to periodically review the quality of Partner sites and Partner network sites and request removal of Jobs from any Partner site or Partner network sites which fall below Company's standards. In the event Partner refuses to remove Jobs from identified objectionable sites, Company may terminate this agreement immediately upon written notice. Upon termination by Company, Jobs must be removed within 24 hours. Partner sites and Partner network sites would be defined as below Company's standards in the Company's sole discretion for any of the following reasons:

1. Pop-up or pop under advertising.
2. Advertisements which play audio automatically.
3. Embedded software is present.
4. Site forces registration by visitor prior to being sent to Company site.

The above list is a few examples of what the Company would identify as unacceptable but is not a complete or limited listing. In the event that Company identifies a site as being unacceptable it shall request Partner to remove such jobs or creatives. Failure by Partner or Partner network sites to remove Company jobs or creatives per the agreement is considered a breach of the agreement and Parties agree that monetary damages are implied and will begin to accrue immediately.

8. Force Majeure: Excluding payment obligations, neither party will be liable for delay or default in the performance of its obligations under this agreement if such delay or default is caused by conditions beyond its reasonable control, including but not limited to, fire, flood, accident, earthquakes, telecommunicates line failures, electrical outages, network failures, acts of God, or labor disputes. In the event that cancellation of this agreement is in response to paragraph 9, Partner site is responsible for the removal of all Jobs from its sites and Network sites within the stated terms of the Agreement. To the extent that a force majeure has continued for 5 business days, Company has the right to cancel the remainder of this Agreement without penalty.

9. Limitation of Liability: Excluding the parties obligations under Section Five (5) or damages that result from a breach of Section Eight (8), Section Ten (10) or intentional misconduct by the parties, in no event will either party be liable for any consequential, indirect, incidental, punitive, special or exemplary damages whatsoever, including without limitation, damages for loss of profits, business interruption, loss of information and the like, incurred by the other party arising out of this Agreement, even if such party has been advised of the possibility of such damages.

10. Nondisclosure, Data Ownership, Privacy and Laws:

1. All information delivered to Partner or Partner Network sites from Company shall be considered confidential and proprietary data including all job information and job contact information, as well as, all information pertaining to payment terms between the parties to this agreement. Confidential information shall also include information provided by one party which would reasonably be deemed confidential or proprietary. Confidential

information shall not be released by the receiving party to anyone except an employee or agent that has a need to know and who is bound by confidentiality obligations.

2. Parties shall not use any portion of confidential information provided by the Other for any purpose other than the purpose provided for under this Agreement. Notwithstanding the foregoing, confidential information may be disclosed in response to a valid Court order, or other government body, as otherwise required by law or as necessary to establish the rights of either party under this Agreement, provided that both parties shall stipulate to any orders necessary to protect said information from public disclosure.
3. All personally identifiable information provided by individual web users who click onto Company's shown jobs can infer that such information is being collected pursuant to Company's posted privacy policy and is the property of the Company and is considered Confidential Information. Any other use of such information must be agreed to in writing by both parties.
4. Both parties shall comply with all applicable State, Federal and local laws which are relevant to the terms of this Agreement.

11. Assignment or Transfer: Neither party shall resell, assign or transfer any of its rights or obligations hereunder and any attempt to do so without the other parties prior written approval shall be null and void. All terms and provisions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors and assigns.

12. Notice: All notice shall be considered delivered here under in three (3) business days after postmark in United States mail, return receipt requested, one (10) business day if by overnight courier and immediately if sent electronically with receipt request. All notices shall be sent to the contact information stated in this Agreement.

13. Survival: All sections of this Agreement with the exception of Quality Assurance, Assignment of Transfer and Force Majeure shall survive termination or expiration of this Agreement.

14. Logo and Name Use: Partner shall not use the Company Logo or name in any way to promote Partner's business, job distribution, service, job aggregation service or any related service without prior written consent. This contract does allow the Parties to a non-exclusive, non-transferable, worldwide, fully paid up, royalty free license to use and display relevant trademarks, logos and information of the Parties for promotional purposes agreed to within the contract. The Partner shall provide a list of all URLs that it will be posted to and all additional written marketing materials must be approved by Company prior to placement or distribution.

Failure to comply with these guidelines will result in your account being removed from Only Jobs Group Limited for cause and forfeiture of all future payments.