

Welcome, and thanks for visiting Hloop (Hloop Ltd., or as used herein: "Hloop", "We", "Our", or "Us"). When You ("You" individually or the entity that You represent) use the Hloop Service ("Service"), You are agreeing to Our terms, so please take a few minutes to review the Terms of Service (the "Agreement") below.

By accessing the Service You agree to be bound by this Agreement, and any additional terms referenced herein, including Our applicable [Privacy Policy](#) (as may be applicable in your jurisdiction) which sets out the terms in which We process any Personal Data collected from You, or provided to Us. By using Our Service, You consent to such processing and warrant that all data provided by You is accurate, current and complete. If You do not agree to this Agreement, the [Privacy Policy](#), and any other referenced agreements or documentation, You must not access the Service. In Agreeing, You also confirm that You are of legal age to form such an Agreement, have the authority to bind Yourself or the company You represent, and have disclosed all information to Hloop as necessary to perform the Services, including the name of all companies You are associating with. The Service is intended for adults only, and not intended for any persons under the age of 18. Capitalized terms used in this Agreement are as defined throughout this Agreement.

1. Registration

In registering for an account on the Service, You agree to (1) provide true, accurate, current, and complete information about Yourself as prompted by the Service registration form ("Registration Data"), and (2) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You are responsible for all activities that occur under Your account whether performed by You or a third party. If You provide any Content ("Content" means any information that You post, transmit, or submit through Our Service) that is untrue, inaccurate, not current, or incomplete, or Hloop has reasonable grounds to suspect that such Content is untrue, inaccurate, not current, or incomplete, Hloop has the right to suspend or terminate Your account and refuse any and all current or future use of the Service. You agree not to create an account using a false identity or information, or on behalf of someone other than Yourself. You agree that You shall not have more than one account. You agree not to create an account or use the Service if You have been previously removed by Hloop, or if You have been previously banned from the Service.

For more specific details on registration please see either the [Candidate-Specific Terms](#) ("Candidate" means users who are seeking employment and/or contractor opportunities through Hloop) or [Client Specific-Terms](#) ("Client" means a company or individual interested in hiring, or engaging, Candidates).

2. Your Responsibilities

You are responsible for Your use of the Service and for any use of the Service made using Your account. You agree not to access, copy, or otherwise use the Service, including Our intellectual property including trademarks, except as authorized by this Agreement or as otherwise authorized in writing by Hloop. Remember when using Hloop, We ask You to act reasonably and responsibly with others, within the bounds of decency and in compliance with all applicable laws. We may suspend or terminate Your access to the Service if You violate, or We suspect that You are violating, any of the terms and conditions of this Agreement or any applicable laws. Your continued access to Our Service is contingent on Your agreement to act in a proper manner. When using Our Service You agree that You will not (1) copy, distribute, or disclose any part of the Service, including by way of automated or non-automated "scraping" (2) use any automated systems including "robots" and "spiders" (3) interfere with or compromise Our systems' integrity or decipher any server transmissions (4) impose any unreasonably large load on Our infrastructure (5) upload viruses, worms, or invalid data to the Service (6) collect or retain, externally to Hloop, any personally identifiable information contained in the Service (7) access the Service by any means other than authorized herein, including virtual private networks which are expressly forbidden (8) stalk, harass, bully or harm others (9) impersonate any person or entity (10) hack, spam, phish, or otherwise provide untruthful, false, fraudulent, manipulative, or inflammatory content

For more specific details on Your responsibilities please see either the [Candidate Specific Terms](#) or [Client Specific-Terms](#).

3. Third Party Agents

UNLESS they are providers of ANY type of human capital management, human resource, recruitment, staffing, and/or talent acquisition services, You may permit third party agents to access, use and/or operate the Service on Your behalf ("Third Party Agents") for the sole purpose of delivering services to You, provided that You will be fully responsible for Your Third Party Agents' compliance with terms and conditions of this Agreement and any breach of this Agreement by a Third Party Agent shall be deemed to be a breach by You. If you wish to allow a "Third Party Agent" that is a provider of ANY type of human capital management, human resource, recruitment, staffing, and/or talent acquisition services to operate the Service on your behalf in ANY manner, you must seek explicit prior approval by Hloop. For such inquiries, please send an email with the request to support@hloop.com or directly to your assigned Hloop Advisor, if you have been assigned one.

4. Third Party Services

Hloop may provide to You, or provide Your Content to, certain third party services or third party service providers (collectively, "Third Party Service(s)") which may also provide to You links to sites, job postings, email and telephone correspondence and other offers outside of the Hloop network. Such Third Party Services are provided "AS IS" without indemnification, support, or warranty of any kind, and this Agreement does not apply to Your use of any such provided Third Party Services. You are responsible for evaluating whether You want to access or use such Third Party Services, and, in certain circumstances where required or applicable, may opt-out from such Third Party Services available outside of the Hloop network, or may choose to not utilize such Third Party Services at any time. We reserve the right to suspend Third Party Services at any time. You should review any applicable terms and/or privacy policies of a Third Party Service before using it or sharing any information with it, because You may give the operator permission to use Your information outside of what You have agreed to herein. Hloop is not responsible for, nor endorses any features, content, advertising, products or other materials on or available from such Third Party Services.

For additional information regarding how Hloop and these Third Party Services use Your data, please refer to the [Privacy Policy](#).

5. Introduction Request Process

5.1. General

Hloop does not act as an agent for the purposes of the Request process. Hloop merely provides Candidates a location and the software tools to enable them to find and connect with Clients. Candidates and Clients are solely responsible for any issues arising from the use of the Service. Any agreements created between a Client and a Candidate are not binding on Us. We are not liable for, or obligated to enforce, any agreements between a Client and a Candidate. You will not consider Hloop, nor will Hloop be construed as, a party to such transactions, whether or not Hloop receives some form of remuneration in connection with the transaction, and Hloop will not be liable for any costs or damages arising out of or related to such transactions. No contractual obligations between the Candidate and the Client are created through the use of the Service. The Candidate is not obligated to accept the highest Request or Job Offer or any Request or Job Offer at all. Additionally, Requests and Job Offers submitted by a Client to a Candidate through the Request process are not binding on the Client.

5.2 Client Specific Process

For more specific details on and Request process please see the [Client-Specific Terms](#).

5.3. Candidate Specific Process

For more specific details on and Request process please see the [Candidate-Specific Terms](#).

6. Payments

6.1. For Clients

For more specific details on Payments please see the [Client-Specific Terms](#).

6.2. For Candidates

For more specific details on Payments please see the [Candidate-Specific Terms](#).

6.3. For Contractor Engagement

For more specific details on Payments please see the [Contractor Engagement](#).

6.4. Changes In Fees And Billing Methods

Hloop reserves the right to, at any time, change its fees (including to begin charging for services that it is currently providing free of charge) and billing methods, either immediately upon posting on the Service or by email delivery to You. Any fees still subject or potentially subject to processing between a Client and Us that may happen after Candidate's acceptance of the Introduction Request and Client's acquisition of the Candidate under prior terms, will not be subject to changes in fees and billing methods. All new and upcoming transactions, following completion of transactions under prior terms, will be processed under new terms and will be subject to any potential fee and billing-method changes by Hloop. The Client does not have the right to set-off claims from Hloop, whereas Hloop has the right to set-off claims toward the Client at its sole discretion.

7. Limitations On Liability

Hloop is not liable for (1) any content posted by Clients or Candidates on Our Service or Service; (2) contracts, contractual obligations, or other obligations that may arise from a full-time employment, part-time employment, or any type of employment, service/ contract or other relationship between Client and Candidate; (3) any review of content posted on Our Service; (4) any damages that result through the use of Our Service; (5) any negative or critical comments that may be posted by Client, Candidate, or other third party through the Service; or (6) any of the Third Party Service(s) You may be provided pursuant to Your use of the Service.

We are not required to or under any obligation to review, screen, edit, monitor or remove any content posted on Our Service, although We reserve the right to do so, and to take any other action, in Hloop's discretion, with or without notice, to prevent any violation, enforce any provision, or rectify any alleged violations of this Agreement or any applicable law.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL HLOOP BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICE, WHETHER OR NOT HLOOP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SERVICE OR SERVICE, ON ANY THEORY OF LIABILITY (INCLUDING CONTRACT, TORT INCLUDING NEGLIGENCE, OR HOWSOEVER OTHERWISE) ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM (1) THE USE OR INABILITY TO USE THE SERVICE; (2) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (3) ANY OTHER MATTER RELATED TO THE SERVICE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL HLOOP BE LIABLE TO A CANDIDATE, (REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) FOR MORE THAN THE GREATER OF \$100, AS A RESULT OF THE CANDIDATE'S USE OF THE SERVICE, INCLUDING ANY OCCURRENCES WHERE THE CANDIDATE MAY BE IDENTIFIED BY AN EMPLOYER AGAINST THE CANDIDATE'S DESIRE AND INSPITE THE DATA PROTECTION INFRASTRUCTURE OF HLOOP THAT IS AIMED TO MAINTAIN PRIVACY OF CANDIDATES UNTIL THEIR ACCEPTANCE OF THE INTRODUCTION REQUEST/ PROPOSAL REQUEST/ SCREENING-ANSWERS REQUEST BY EMPLOYERS. IN NO EVENT WILL HLOOP BE LIABLE TO A CLIENT FOR THE SUCCESS FEE PAID BY THE CLIENT, HOWEVER, THE CLIENT MAY BE ENTITLED TO REPLACEMENTS, AS STATED IN ARTICLE 14.7.

THE LIMITATIONS OF THIS SECTION WILL NOT APPLY TO ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY LAW.

7.1. Further Limitations

Our licensors and service providers will have no liability of any kind under this Agreement. You may not bring any claim under this Agreement more than eighteen (18) months after the cause of action arises.

8. Confidentiality

8.1. Confidential Information

Means non-public technical, business or other information or materials disclosed or otherwise made available by one party in connection with the Service that are in tangible or intangible form and labeled "confidential" or the like, or confirmed as confidential orally or in writing by the disclosing party, or are provided under circumstances reasonably indicating their confidentiality. Our Confidential Information includes: (1) login credentials; and (2) any information or materials relating to the Service, including pricing/ Success Fee information. Your Confidential Information does not include Your Content.

8.2. Protection

A party may use Confidential Information of the other party solely to exercise its rights and perform its obligations under this Agreement or as otherwise permitted under this Agreement. Each party will disclose the Confidential Information of the other party only to the employees, service providers or contractors of the recipient party who have a need to know the Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than each party's duty under this Agreement. Each party will use reasonable care to protect the confidentiality of the other party's Confidential Information.

8.3. Exceptions

The recipient's obligations under this Section with respect to any Confidential Information will terminate if the recipient can show by written records that the information: (a) was already rightfully known to the recipient at the time of disclosure by the other party; (b) was disclosed to the recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; (c) is, or through no fault of the recipient has become, generally available to the public; or (d) was independently developed by the recipient without access to, or use of, discloser's Confidential Information. The recipient may disclose Confidential Information to the extent the disclosure is required by law or regulation or the listing rules of any stock exchange. The recipient will provide the other party notice, when practicable, and will take reasonable steps to contest and limit the scope of any required disclosure.

8.4. Continuing Obligations

You agree to keep all information gained from using Our Service confidential; You agree that (1) You will use any content submitted by Candidates or Clients in accordance with applicable privacy and data protection laws; (2) You will not disclose the names or identities of any Candidates; AND (3) You will take appropriate physical, technical and administrative measures to protect content You obtain through use of the Service and/or Service from loss, misuse, unauthorized access, disclosure, alteration or destruction. You also agree not to post, publicly or privately disclose or disseminate any job offers, or contractor opportunities which You become aware of through Our Service.

9. Intellectual Property Rights

The design of the Service along with Hloop-created text, scripts, graphics, interactive features and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to Hloop, subject to copyright and other intellectual property rights under EU and foreign laws and international conventions. Hloop reserves all rights in and to the Service. You agree to not engage in the use, copying, reproduction by any means and in any form, in part or in whole, in the translation, adaptation, arrangement and any other alteration and the reproduction of the results thereof, or distributing any content contained within the Service or through the Service unless We have given You express written permission to do so.

10. Licensing To Hloop

We reserve the right to display advertisements in connection with the Content related to your company and/ or profile on Hloop. We are not required to host, display, or distribute any of the Content and We may refuse to accept or transmit the Content, and may remove or delete all or any portion of the Content from Hloop at any time. By submitting any Content to Us, You hereby represent and warrant that You own all rights to the Content or, alternatively, that You have the right to give us the license described above. Finally, You represent and warrant that the Content does not infringe on the intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party. You understand that when using the Service You will be exposed to content from a variety of sources, and that Hloop is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such content, and that such content is not the responsibility of Hloop. You further understand and acknowledge that You may be exposed to content that is inaccurate, offensive, indecent, or objectionable, and You agree to waive, and hereby do waive, any legal or equitable rights or remedies You have or may have against the Hloop Parties with respect thereto, and agree to indemnify and hold the Hloop Parties harmless to the fullest extent allowed by law regarding all matters related to Your use of the Service.

11. Disclaimer Of Warranties

THE SERVICE IS PROVIDED TO YOU AS IS. HLOOP PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/ OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

THE HLOOP PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE SERVICE WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; OR (4) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICE.

12. Indemnity

You agree to defend and indemnify the Hloop Parties from and against any third party claim, including reasonable attorney's fees, court costs, settlements, and disbursements, from or in relation to (a) Your Content (b) Your use of the Service (c) Your violation of any term of this Agreement (d) Your violation of any third party rights, including privacy rights, (e) Your violation of law or Your users (f) use of any services provided by Third Party Service Providers (g) any findings that the Hloop Parties are employers or related employers of any Candidate, contractor employed, or retained by a Client. You may not settle or compromise any Infringement Claim without Our prior written consent.

13. General

13.1. Communications Decency Act

Hloop asks that You please be respectful when communicating with others through the Service. Hloop is and will not be liable for any content posted on Our Service. Hloop may, but has no obligation to, monitor or review any content on the Service. Although We may choose to edit or delete any content We determine to be defamatory. We are not required to, and reserve all defenses for such content made available to us by any applicable laws, rules, and/ or regulations.

13.2. Notices

We take copyright infringement very seriously and accordingly it is Our policy to terminate the account of any user who repeatedly infringes copyright upon prompt notification to Hloop by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if You believe that Your work has been copied and posted on the Service in a way that constitutes copyright infringement, please provide us with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that You claim has been infringed; (3) a description of the material that You claim is infringing and a description of the location on the Service of the material that You claim is infringing; (4) Your address, telephone number and e-mail address; (5) a written statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (6) a statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for the notice of claims of copyright infringement is as follows: e-mail: support@hloop.com

13.3. Compliance and Choice Of Law

This Agreement and all disputes arising hereunder will be governed by and interpreted in accordance with the laws of the jurisdiction in which the defendant is located without giving effect to the principles of conflict of laws. The parties hereby consent to and agree that the competent courts shall have the sole and exclusive jurisdiction to resolve all such disputes.

13.4. Force Majeure

You agree that We are not responsible to You for anything that We may otherwise be responsible for, if it is the result of events beyond Our control, including, but not limited to, acts of God, war, insurrection, riots, terrorism, crime, labor shortages (including lawful and unlawful strikes), embargoes, postal disruption, communication disruption, failure or shortage of infrastructure, shortage of materials, or any other event beyond Our control.

13.5. Severability; Headings

In the event that a provision of this Agreement is found to be unlawful, conflicting with another provision of the Agreement, or otherwise unenforceable, the Agreement will remain in force as though it had been entered into without that unenforceable provision being included in it. If two or more provisions of this Agreement are deemed to conflict with each other's operation, Hloop shall have the sole right to elect which provision remains in force. Headings in this Agreement are for reference purposes only and will not be used in its construction and/or interpretation.

13.6. Non-waiver

We reserve all rights permitted to us under this Agreement as well as under the provisions of any applicable law. Our non-enforcement of any particular provision or provisions of this Agreement or of any applicable law will not be construed as Our waiver of the right to enforce that same provision under the same or different circumstances at any time in the future.

13.7. Termination

We may suspend the Service or Your account or any other provision of services to You, and We may terminate this Agreement, at Our discretion without explanation and notice, though We will strive to provide a timely explanation, if possible. In the event of Your breach of any terms or obligations contained in the preamble, the body of this Agreement, the [Client -Specific Terms](#), [Candidate-Specific Terms](#), [Contractor Engagement](#), or Our [Privacy Policy](#), payment terms or obligations, or any other policy, or general terms, with respect to the use of the Service, We will aim to notify You of such breach, and in the event the breach can be cured, provide You with thirty (30) days to cure such a breach. If such a breach remains uncured, We will terminate this Agreement with You as set forth herein. If You wish to terminate this Agreement, You may do so by notifying Hloop at any time and by closing Your account for the Service. Your notice should be sent in accordance with [Article 13.9. "Notice"](#) below. Termination of the Agreement may result in the immediate deletion of any or all of Your Content. Hloop will not have any liability whatsoever to You for any suspension or termination, including for deletion of Content. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, Success Fee provisions, warranty disclaimers, indemnity and limitations of liability.

13.8. Assignment

You may not sell, transfer, or assign Your rights and/or obligations under this Agreement to any other party without Our prior and explicit written consent. We may assign Our rights and/or obligations under this Agreement to any other party at Our sole discretion.

13.9. Notice

Where Hloop requires that You provide an e-mail address, You are responsible for providing Hloop with Your most current e-mail address. In the event that the last e-mail address You provided to Hloop is not valid, or for any reason is not capable of delivering to You any notices required or permitted by this Agreement, Hloop's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Hloop at the following address: support@hloop.com. Such notice shall be deemed given when received by Hloop.

13.10. Entire Agreement

The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

13.11. Electronic Communications

The communications between You and Hloop use electronic means, whether You visit the Service or send Hloop e-mails, or whether Hloop posts notices on the Service or communicates with You via e-mail. For contractual purposes, You (1) consent to receive communications from Hloop in an electronic form; and (2) agree that all terms, conditions, agreements, notices, disclosures, and other communications that Hloop provides to You electronically satisfy any legal requirement that such communications would satisfy if they were in writing. The foregoing does not affect Your statutory rights.

13.12. Modifications

PLEASE NOTE THAT THIS AGREEMENT IS SUBJECT TO CHANGE BY HLOOP IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, We will make a new copy of the Agreement available at the Service. We will also update the "Last Revised" date at the top of the Agreement. YOU AGREE TO REGULARLY CHECK THE SERVICE TO VIEW THE THEN-CURRENT TERMS OF SERVICE.

14. Client-Specific Terms

14.1. Description of Service For Clients

As a Client, You have the opportunity to find qualified talent and reduce the costs involved with hiring and retaining such talent. You may submit Introduction Requests ("Requests") for Candidates on Our Service that You feel may be a fit for Your company. However, these Requests are non-binding and do not create a binding contract. A Success Fee (as defined in [Article 14.4.](#) below) will only be collected from You in accordance herein after You have successfully hired/ contracted work with a Candidate. YOU UNDERSTAND THAT HLOOP DOES NOT ATTEMPT TO VERIFY THE STATEMENTS OF ITS USERS (ALTHOUGH IT RESERVES THE RIGHT TO CONDUCT ANY BACKGROUND CHECK OR OTHER SCREENINGS AT ANY TIME USING AVAILABLE PUBLIC RECORDS). YOU AGREE TO (1) CONDUCT ANY BACKGROUND CHECKS, REFERENCE CHECKS, OR OTHER DUE DILIGENCE THAT YOU MAY REQUIRE BEFORE ENGAGING CANDIDATES, AND (2) COMPLY WITH ALL LAWS AND REGULATIONS RELATING TO THE INTENDED CONTRACT OF ANY CANDIDATE.

14.2. Registration for Clients

In order to use Hloop as a Client You must also register. Registration is free. When registering We may ask You for additional information related to Your company and the profiles of Candidates You are looking for. We may also allow You to use a third party service to register. We will review the information that You provided to us during the registration process and any other information that is publicly available. We reserve the right, in Our sole discretion, to accept or reject Your registration to use Our Service. If Your registration is accepted, You will be allowed to engage with, and make Requests to, Candidates that have created their profiles on Hloop.

UNLESS THE CLIENT HIRES A CANDIDATE THROUGH THE SERVICE, AT THIS TIME AND UNLESS CHANGED IN THE TERMS OF THIS AGREEMENT, THE CLIENT BEARS NO COST FOR USING THE HLOOP SERVICE, INCLUDING FOR ALL OF ITS FEATURES AND FUNCTIONALITIES AS WELL AS FOR CREATING JOB POSITIONS AND/ OR PROJECTS ON HLOOP. IN CASE THE CLIENT HIRES/ CONTRACTS WORK WITH A CANDIDATE FOUND ON HLOOP OR WHOSE PROFILE AND/ OR INFORMATION WAS FORWARDED TO THE CLIENT BY HLOOP THROUGH ANY MEANS OF COMMUNICATION, THE CLIENT AGREES TO PAY THE SUCCESS FEE TO HLOOP. FOLLOWING REGISTRATION AND WHILE CONFIRMING APPROVAL OF THE CLIENT'S ACCOUNT, AND BEFORE THE CLIENT CAN START USING HLOOP, THE CLIENT WILL RECEIVE CONFIDENTIAL PRICING INFORMATION FOR THE SERVICE VIA EMAIL. THE PRICING INFORMATION THAT WILL BE SHARED WITH THE CLIENT IS HIGHLY CONFIDENTIAL AND IS BOUND BY CONFIDENTIALITY CLAUSES IN THIS AGREEMENT, WHERE IT IS STRICTLY PROHIBITED TO SHARE ANY PRICING INFORMATION WITH ANY THIRD PARTIES FOR AN INDEFINITE PERIOD OF TIME.

14.3. Matching and Introduction Request Process - Client's Role

"Matching process" refers to periodic processes offered by the Service that allow Clients to find suitable Candidates based on criteria pre-defined by the Client. Matching and Requests sent to Candidates do not create any contractual obligation between Candidates or Clients. Matching process merely allow Clients to find Candidates. "Hire" is defined as a Candidate accepting a Covered Offer and/ or contracting/ agreeing on provision of services/ work with a Client. "Qualified Introduction" occurs when a Candidate accepts an Introduction Request from a Client. This results in an automated service and/ or email introduction between the Candidate and Client. The month in which the automated service and/ or email introduction occurs is the month of record for the Qualified Introduction.

After a Client's registration has been accepted by us, the Client will be able to browse the matched or unmatched Candidates on Our Service, communicate with these Candidates, and submit preliminary non-binding Introduction Requests as well as Job Offers. If a Client hires a Candidate from Our Service, which could be introduced to the Client by other means of communication other than Our Service, the Client will owe Hloop a Success Fee (as defined in [Article 14.4.](#) below).

Once a Client has discovered a Candidate on Our Service, the Client agrees to communicate exclusively with the Candidate through Our Service for the duration of the Request process. After the acceptance of the Request by the Candidate, the Client and the Candidate may use other means of communication during the hiring process. The Client agrees not to attempt to circumvent Our Service by independently attempting to communicate and hire the Candidate through alternative means after discovering the Candidate on Our Service with the aim of eluding the obligation to pay the owed success fee to Hloop. The Client is liable to pay a success fee to Hloop for any Candidate hired in the following 12 months from the date when that Candidate has accepted the client's Request through Hloop or from when the Client received Candidate information from Hloop by any other means of communication. For each hired Candidate, the Client is obliged to report to the assigned Hloop Advisor's email address or at hire@hloop.com that a Candidate has been hired, at the latest 2 working days after communicating the decision to the candidate via any means of communication.

14.4. Success Fees

For the purposes of this Agreement, "Success Fee" shall refer to Hloop's then-current prevailing list price for Covered Offers (referring to both Permanent Hires and Contractor Engagements where a service or other agreement is established between a Client and a Candidate) by Clients accepted by Candidates. Client agrees to pay the Success Fees charged to Client's account in accordance with the fees, charges, and billing terms in effect at the time the Success Fee is due and payable hereunder. Notwithstanding the foregoing, in the event of a Success Fee dispute, if a Client can establish that the Client had an Active Process (as defined below) with the same Candidate before the exact time of the Candidate's acceptance of the Client's Interview Request or Hloop's introduction of the Candidate to the client (e.g., the Candidate had already begun the interview process with the Client and such process had not been terminated, or the Client had received the Candidate's resume from an employment agency/platform or headhunter and the Candidate was under active consideration by the Client), the Client may be exempted from paying the Success Fee. However, the final determination as to whether a Success Fee is owed by the Client for an accepted Covered Offer will be at the sole discretion of Hloop and following evaluation of all presented evidence within 7 working days following initial notice by the Client. The notice and the provision of all evidence is mandatory for the Client to perform for all such claims and occurrences. For the purposes hereof, "Active Process" shall mean continuous direct, back & forth communication, in an active recruiting or hiring context where a decision to put a candidate on hold or reject the candidate has not been made, within the three (3) months prior to using the Service.

IF YOU ARE A CLIENT who is using Our Service, You agree to the Success Fee provisions, and the fees, charges, and billing terms in effect at the time the Success Fee is due and payable. If You do not agree with any of the provisions of this Agreement, please terminate Your account immediately and cease using Hloop. YOUR OBLIGATION TO PAY ANY SUCCESS FEES SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

If a Client circumvents Our Service after discovering a Candidate through Our Service or after receiving Candidate information from Hloop by other means of communication and subsequently hires that Candidate within twelve (12) months of the date on which the Client sent a Request to the Candidate on the Service or received Candidate information from Hloop by other means of communication, the Client will still be liable to pay the full amount of the original/ recurring Success Fee, if such exists, and Hloop may, in its sole discretion, terminate the Client's account and pursue other legal means to compensate for any damages in case the Client is unwilling to pay the owed Success Fee.

14.5. Payment For Clients

Once We have accepted the registration of a Client, the Client will be able to send Requests and contact (through the Service) Candidates listed on Our Service. If a Candidate identified through the use of Our Service or referred to the Client by Hloop through other means of communication, accepts a Covered Offer within twelve (12) months of the date on which the Client first sent a Request to the Candidate on the Service or received Candidate information, the Client will be charged a Success Fee.

As a Client You agree that (1) if You make a Covered Offer to any Candidate You shall (a) provide Hloop with a copy of a fully executed Covered Offer, employment offer letter, confirmation of a service or other agreement or (b) execute a document between You, Hloop and Candidate that states material employment terms, including, among other things, Start Date, key terms and compensation, promptly upon the signing of a Covered Offer, employment offer letter and/ or service or other agreement between You and such Candidate (the "Effective Date"), as requested by Hloop, (2) You will promptly notify Hloop should the Start Date or offer terms change at any time, and (3) You will promptly notify Hloop after termination of the Candidate's employment as an employee, intern, coop employee, consultant or contractor ("Employment") in the event that (a) such Employment is terminated based on unsatisfactory performance within ninety (90) days of the date on which it commenced, (b) the Candidate voluntarily terminates Employment within ninety (90) days of the date on which Employment commenced, or (c)

before the Start Date, either Client or Candidate elect not to begin the Employment contemplated by the Covered Offer.

14.6. Payment

Client agrees to pay the Success Fees charged to Client's account in accordance with the fees, charges, and billing terms in effect at the time the Success Fee is due and payable hereunder. All fees (Success Fees) for the Hloop Service are due and payable net thirty (30) days from the date indicated on each invoice as sent to the Client by Hloop. Clients may convert a contract/ freelance candidate referred by or found via Hloop to a full-time employee and agree to pay Hloop a standard Success Fee for permanent employment based on the agreed employee's first year gross annual salary, exclusive of stock options and any discretionary bonus.

Should any Success Fees or other fees incurred by Client pursuant to Client's use of the Service remain unpaid more than ten (10) days after the thirty (30) day payment requirement set forth herein, Hloop will, as a genuine assessment of its damages, assess a late payment fee on Client's invoice equal to five percent (5%) of the amount overdue for each month OR FRACTION THEREOF, OR SUCH LESSER AMOUNT AS MAY BE THE MAXIMUM AMOUNT PERMITTED BY LAW, outstanding until paid, beginning with the due date of the late payment.

14.7. Credits and replacement guarantees

At Hloop We value Our Client's satisfaction in using Our Service to hire great Candidates. If a Client hires a Candidate and terminates the Candidate's Employment or Contractor Engagement based on unsatisfactory performance within ninety (90) days or up to twenty one (21) days of the Start Date respectively, upon written receipt, documented communication trail, and confirmation of such information at the sole discretion of Hloop, Hloop will provide the Client who had already paid the Success Fee to Hloop prior to the Termination event, with a free-of-charge credit for additional Hloop Services for one (1) placement of a replacement Candidate, for the same but not larger amount of the initially paid Success Fee. No credits shall be provided for Success Fees pursuant to a contractor-to-employee conversion. On a case-by-case basis and explicitly upon written request of the Client, Hloop may consider at its sole discretion to provide a full refund of the received Success Fee for an Employed Candidate or Engaged Contractor who was terminated within the ninety (90) days or twenty one (21) days of the Start Date respectively. The Client may use this provision more than once per calendar year at the sole discretion of Hloop.

15. Candidate-Specific Terms

15.1. Description Of Service For Candidates

Hloop is an online service that connects Candidates with Clients through an Introduction Request ("Request") process for Candidate's services. Candidates have an opportunity to find a position with a Client with transparency as to role and compensation in each Request. Additionally, Candidates' use of Hloop is free, and the process is non-binding and does not create any contractual obligations between the Client and the Candidate. Hloop only acts as a tool for Candidates to explore opportunities without obligation.

15.2. Registration For Candidates

In order to use Hloop as a Candidate You must register and create a profile. The use of the Service is free for Candidates. When registering with Hloop, We may require You to provide us information such as Your name, e-mail address, employment history, work experience, educational background and skill set. Furthermore, You agree to provide us with any other identifying documents that We may request. We will review the information that You provide to us during the registration process and We may also review any other information about You that is publicly available. We reserve the right, in Our sole discretion and for any reason whatsoever, to accept or reject

Your registration to use Our Service and at any point in time to terminate your account and Candidate Profile on Hloop. If Your registration is accepted, You may be prompted to complete a screening call with a Hloop Curator and/ or undergo further background checks at Hloop's sole discretion. If your credentials and experience as well as level of qualification is confirmed by a Hloop Curator through the screening and/ or background-checking process, You will be allowed to use Our Service.

15.3. Candidate's Role

After a Candidate has registered and created a profile on Hloop, he or she will be able to receive Requests from Clients, i.e. life science employers. At the conclusion of the Request process the Candidate may, but is not required to, contact any Clients that made a Request to him or her. All Requests by Clients through Our Service are non-binding. The Candidate agrees not to attempt to circumvent Our Service by independently attempting to communicate with a Client that contacted or communicated with him or her on Our Service with the aim of aiding the Client to attempt and elude payment of the Success Fee (regardless if for permanent full-time/ part-time roles or contractor engagements) owed to Hloop in case a placement of the Candidate occurs. In such cases, Hloop reserves the right to hold the Candidate liable and may pursue any and all legal action in order to compensate for any incurred damages. Following Candidate's acceptance of the Request, Candidates that have been offered by Clients to circumvent Hloop with the Client aiming to elude payment of the Success Fee in case of a placement, and report to Hloop such behavior or a suspicion of such behavior by the Client, will be rewarded with a 250 \$ appreciation bonus from Hloop in case Hloop determines the behavior to be true.

15.4. Candidate's obligations

Hloop is free for Candidates. A Candidate is required to promptly notify Hloop if the Candidate (1) accepts an offer of employment (an "Employment Offer"), whether for an indefinite or fixed term, (2) accepts an offer of employment as a contractor (a "Contractor Offer"), whether for an indefinite or fixed term (each, a "Contractor Engagement"), (3) accepts an Employment Offer or a Contractor Engagement during or within twelve (12) months after termination of an Internship (as defined below) of any duration, (a) with a Client who was identified by the Candidate through the use of Our Service, or (b) from a Client who identified the Candidate through the use of Our Service, (4) accepts an Employment Offer made by a Client during or within twelve (12) months after termination of a Contractor Engagement with such Client (each, a "Covered Offer").

If You are a Candidate who is using Our Service, You agree that (1) if You receive a Covered Offer, You shall promptly notify Hloop of Your Start Date and the key terms of such Covered Offer (and notify Hloop promptly should that Start Date or offer terms change at any time), (2) You shall provide Hloop with (a) a copy of a fully executed Covered Offer, employment offer letter, or confirmation of a service or other agreement with the Client or (b) execute a document between Client, Hloop and You that states material employment terms, including, among other things, Start Date and compensation, promptly upon the signing of a Covered Offer employment offer letter between You and such Client (the "Effective Date"), as requested by Hloop, and (3) You will promptly notify Hloop after termination of Your employment as a Candidate, intern, coop Candidate, consultant or contractor ("Employment") in the event that (a) a Client terminates Your Employment based on unsatisfactory performance within ninety (90) days or twenty one days (21) of the date on which Your Employment or Contractor Engagement commenced respectively, or (b) You voluntarily terminate Your Employment within ninety (90) days or twenty one days (21) days of the date on which Your Employment or Contractor Engagement commenced respectively. In the event that before the Start Date, either Client or Candidate elect not to begin the employment relationship contemplated by the Covered Offer, Candidate shall promptly notify Hloop and such Candidate shall not be eligible for potential payments related to Contractor Engagements. In the event that within ninety (90) days or twenty one (21) days of the date on which Your Employment or Contractor Engagement commenced respectively (4) a Client terminates Your Employment (other than as part of a reduction in force) or (5) You voluntarily terminate Your Employment, and (6) You have received payment/ s for potential Contractor Engagement, then Hloop is entitled to the return of the payment/ s and You shall promptly return payment/ s to Hloop. The foregoing repayment amount

is a debt immediately owed to Hloop and the Candidate will pay for any professional fees Hloop incurs in enforcing such repayment obligation.

16. Contractor Engagements

16.1. General

Hloop is an online service that, in addition to other features, connects Candidates and Clients for potential contractor engagements as may be agreed upon between the Candidate and Client (referred to herein as "Contractor Engagements"). Client and Candidate are responsible for any contracts or agreements they may form with respect to such Contractor Engagements, including independent contractor agreements, confidentiality agreements, or any other agreements as may be deemed applicable between the parties. Hloop does not control, manage, or provide any guidance with respect to the determination of independent contractor or employee status, subsequent agreements between Client and Candidate, or services performed by or payments made to the Client pursuant to a Contractor Engagement. Candidate and Client expressly agree that no joint venture, partnership, employment, or agency agreement exists between them and Hloop as a result of this Agreement or any use of the Service, and that Hloop is not a joint employer for purposes of this Agreement. Clients and contracted Candidates are however obliged to provide Hloop with specifics for each contracted project/ role, i.e. timeline, payment schedule, milestones, budget estimates etc.

Notwithstanding anything else to the contrary in this Agreement, no payment for contract work will be due or paid to any Candidate who fails to provide Hloop with the following within sixty (60) days of the Start Date for Candidates: (i) a copy of the Covered Offer letter, employment or a confirmation of acceptance of agreed project proposal/ quote, or a confirmation of a service or other agreement signed with the Client; (ii) as appropriate, a completed W-9 or similar form (e.g., form W-8, W2, or a 1099 form); and (iii) all banking information necessary for electronic payment, including but not limited to the bank name, address and account number to which the payment should be made. The Candidates are explicitly prohibited from receiving payments from any Client. Hloop is the only party allowed to process Client payments and subsequently pay Candidates for contract work agreed with Clients. Contract Candidates are obliged to invoice ONLY Hloop for performed services, whereas Hloop invoices Clients, inclusive of Hloop's fees, and subsequently pays contracted Candidates. Hloop bears no legal, financial, or any other liability or responsibility for non-payment or late payments by Clients, where all liability and responsibility for such occurrences is transferred to the Client. Candidates hereby agree that they will never hold Hloop responsible and claim responsibility in cases of non-payment or late payment by Clients.

A Candidate is only eligible to receive one contractor payment per Client unless the engagement is agreed for an undefined time period with recurring payments, i.e. on-demand and/ or hourly work over an extended period of time.

16.2. Classification and Relationship

Client and Candidate assume all liability for proper classification of Candidates as independent contractors or employees based on applicable legal guidelines. Candidate and Client acknowledge that Hloop does not, in any way, supervise, direct, or control the manner, means, or conditions of any work or services performed. Hloop does not set work hours, location of any work pursuant to any contractor relationships. Hloop will not provide either party with training or any equipment, labor or materials needed, or supervision of a Client for a particular engagement. Client and Candidate will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state, or local tax authority, in any nation, with respect to a Contractor Engagement.

16.3. Indemnification.

In addition to the indemnification obligations set forth in the Terms of Service, Client and Candidate agree to indemnify, hold harmless and defend Hloop from any and all claims, demands, causes of action, losses, damages, liabilities, costs, and expenses, including attorneys' fees, arising out of or related to their engagement, including but not limited to any breach of any of Contractor's representations and warranties, from the death or injury of any person or persons, including employees of Client or Contractor, or from damage or destruction of any work or properties, attributable to or resulting from Contractor's engagement with Client, claims misclassification of a Client as an independent contractor, any liabilities arising from a determination by a court, arbitrator, government agency or other body that Candidate was misclassified, any claim that Hloop was an employer or joint employer of a Candidate, as well as breach of agreement, action, inaction, omission or any claims under any employment-related laws, such as those relating to termination of employment, employment discrimination, harassment or retaliation, as well as any claims for overtime pay, sick leave, holiday or vacation pay, minimum wages, payroll taxes, social security or unemployment taxes, or disability insurance, retirement benefits, worker's compensation benefits, unemployment benefits, or any other employee benefits required by law.

16.4 Payment To Hloop For Contractor Engagements

Client agrees to pay the then-current Success Fees for Contractor Engagements charged to Client's account in accordance with the fees, charges, and billing terms in effect for Contractor Engagements at the time the Success Fee is due and payable hereunder, pursuant to the [Client-Specific Terms](#), as set forth herein. In the event that a Contractor Engagement results in a Candidate accepting an Employment Offer, the Client will pay a fee equal to Hloop's then-current Success Fees for such Employment, pursuant to the [Client-Specific Terms](#) set forth herein.

16.5. Limited Exclusivity For Contractor Engagements

For thirty-six (36) months from the later of: (1) the time you identify or are identified by any Party ("Client" or "Candidate") through Hloop, or (2) you cease your business relationship with the Party, you must use Hloop as your exclusive method to request work and make and receive all payments for work, directly or indirectly, with that Party or arising out of your relationship with that Party.

CLIENT

Company name:

Responsible person:

Date:

Signature:

HLOOP LTD.

Company name: Hloop Ltd.

Responsible person: Sasa Janicijevic, Founder & CEO

Date:

Signature: