

## GENERAL BUSINESS TERMS

Paradigm National Consultants, LP dba HIREtech

**A. Services.** It is understood and agreed that Paradigm National Consultants LP dba HIREtech (hereinafter referred to as "HIREtech") services frequently include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of Client. In connection with its services, HIREtech shall be entitled to rely on all representations, decisions, and approvals of Client and his representatives and agents. Client understands and acknowledges that neither HIREtech nor its employees, agents or representatives are providing legal services in connection with this agreement.

**B. Payment of Invoices.** HIREtech's invoices are payable and due upon receipt. Without limiting its rights or remedies, HIREtech shall have the right to halt or terminate its services and / or withhold the "product deliverable" until payment is received on all invoices. **Should invoices not be paid within thirty (30) days from the date of said invoice, HIREtech will charge an additional 1 ½% of such outstanding invoice for each thirty day period that elapses once payment is due; this is limited to 18% per annum. In the event a Client switches to HIREtech from another provider of hiring incentive services and HIREtech processes previously pending candidates, Client shall be responsible to compensate HIREtech per the terms of the signed engagement.**

**C. Limitation on Damages.** Client agrees that HIREtech and its personnel shall not be liable to Client or any related parties for any claims, liabilities, or expenses relating to this engagement for an aggregate amount in excess of the fees paid to HIREtech by Client. **In no event shall HIREtech or its personnel be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages relating to this engagement. This limitation on liability provision shall apply to the fullest extent of the law, whether in contract, statute, tort, or otherwise.**

**D. Term & Evergreen.** Client agrees to provide timely and accurate information to HIREtech. The term of this agreement will be for 2017, 2018 & 2019 ("Initial Term"). The Initial Term of this Agreement shall commence on the date this Agreement is signed by the Client ("Commencement Date") and shall continue for three (3) years from the Commencement Date. Following the expiration of the Initial Term or any renewals thereof, this Agreement shall automatically renew for consecutive one year periods unless and until either party submits to the other party written notice of its intention not to renew this Agreement. The written notice not to renew shall be given at least three (3) months prior to the end of the Initial Term or any renewals periods. The Initial Term and all renewals thereof collectively shall be referred to herein as the "Term". **As consideration for the reduction of the percentage fee cap and the services to be rendered by HIREtech, Client agrees this Agreement is non-cancellable during the Initial Term.** Upon termination, for any reason, HIREtech shall continue to process all pending certifications and calculate credits on those certifications prior to termination, which shall be subject to Fees & Billing as stated in this Agreement. Furthermore, if Client terminates HIREtech's services, Client shall pay to HIREtech the outstanding fees and expenses incurred within seven (7) days of the effective date of termination. Notwithstanding the Client's termination or non-renewal of this Agreement, Client shall permit HIREtech to complete all the work that is In Progress on the date of termination as well as for new hires Client screens through HIREtech post-termination. For the purpose of this Agreement, work will be considered "In Progress" if Client has utilized HIREtech to screen any new hire via 1) telephone 2) online or 3) paper screening) prior to or after notice of the date of termination. Client agrees to provide wage data for two (2) years after date of termination for the purpose of allowing HIREtech to process certifications that are In Progress. Should Client fail to provide wage data post-termination, Client agrees to pay to HIREtech a fixed fee of \$300 per Qualified Screened Employee that is In Progress with no corresponding wage information provided to HIREtech for the purpose of calculating the Credit. A Qualified Screened Employee shall be defined as any employee of the Client that is certified by any State as qualifying for WOTC.

**E. Duty to Cooperate.** HIREtech's success in securing tax credits for Client is wholly reliant upon the documentation, representations and other factual information provided by Client to implement the tax credit program. For numerous WOTC categories, to fully certify an employee as tax credit eligible, the U.S. Government requires substantiating documentation that only the Client may have. In those instances, a HIREtech representative will reach out to Client to obtain those documents. Client agrees to cooperate with HIREtech in timely responding to those requests. If Client fails to cooperate or if it is determined that the documentation, representations or other factual information provided by Client are false, then any representations or warranties provided by HIREtech in this agreement, save for fees due and payable to HIREtech, will be deemed to be null and voidable at HIREtech's sole discretion and HIREtech may withhold tax credit reports until those requested documents are provided or past due balances are paid in full.

**F. Third Parties and Internal Use.** Except as otherwise agreed, all services hereunder shall be solely for Client's internal purposes and use, and this engagement does not create privity between HIREtech and any person or party other than Client. This engagement is not intended for the express or implied benefit of any third party. No third party is entitled to rely, in any manner or for any purpose, on the advice, opinions, reports, or other services of HIREtech.

**G. Information and Data.** HIREtech shall be entitled to assume, without independent verification, the accuracy of all representations, assumptions, information and data that Client and his representatives provide to HIREtech. All assumptions, representations, information and data to be supplied by Client and his representatives will be complete and accurate to the best of his knowledge.

**H. Based on Current Tax Laws.** Client's understanding that any tax assistance provided pursuant hereto will be based upon the law, regulations, cases, rulings and other tax authority in effect at the time specific tax assistance is provided. If there are subsequent changes in or to the foregoing tax authorities (for which HIREtech shall have no specific responsibility to advise you), Client acknowledges that such changes may result in that tax assistance being rendered invalid or necessitate (upon Client's request) a reconsideration of that prior tax assistance.

**I. Subject to Review:** Client's understanding and agreement that the results of HIREtech's tax assistance may be audited and challenged by the IRS and other tax authorities, who may not agree with our positions. We believe that this claim for refund will receive substantive review from the IRS. In this regard, Client understands that the result of any tax assistance is not binding on the IRS, or other tax authorities or the courts and should never be considered a representation, warranty, or guarantee that the IRS or the courts will concur with our advice or opinion.

**J. Governing Law and Severability.** These terms, and the engagement letter to which these terms are appended, including the exhibits, shall be governed by, and construed in accordance with, the laws of the State of Texas (without giving effect to the choice of law principles thereof). Furthermore, the parties agree that any action brought by either party shall be brought and prosecuted within the jurisdiction of the state courts located in Harris County, Texas, and the parties consent to the jurisdiction of the state courts located in Harris County, Texas. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this Agreement.

**K. Document Retention & Security.** HIREtech will maintain the documents received from Client for a period of three years from the date of performing such study. HIREtech recommends that Client maintain these files for at least the period that such tax years remain subject to audit by the Internal Revenue Service. Data is stored inside an encrypted SQL Database. The most important personal identifying fields are encrypted with a second round of protection. Data is backed up hourly, and access to

data is possible only through secured access to HireTech applications. Any paperwork received is immediately shredded and disposed of with a commercial on site shredder. Upon termination of a contract, HIREtech shall retain the data for all certifications as necessary and required according the IRS and DOL rules and regulations.