

CAREER CONCIERGE TERMS AND CONDITIONS

DECIMA, LLC

These terms and conditions are entered into by and between you, as a customer or user (“**Customer**”) and Decima, LLC (“**Career Club**”). The following terms and conditions, together with any documents they incorporate by reference (collectively, the “**Agreement**”), govern your access to, use of, and participation in Career Club’s personalized career management, development, and networking service that is referred to as “Career Concierge.”

Please read the Agreement carefully before accessing, receiving, or otherwise using any features of Career Concierge. By using Career Concierge, by clicking to accept or agree to this Agreement when this option is made available to you, or by making any payment to Career Club in relation to Career Concierge, you accept and agree to be bound and abide by this Agreement, in addition to any Terms of Use and/or Privacy Policy that apply to any website or other location at which you access Career Concierge. If you do not want to agree to this Agreement, you must not access or use Career Concierge.

1. Services.

1.1 Customer Type. Customer’s receipt of Services hereunder may be a result of (i) Customer’s purchase of Services and acceptance of this Agreement (a “**Standard User**”), or (ii) the purchase of Services on Customer’s behalf by a company, organization, or other entity (“**Enterprise**”) and Customer’s acceptance of this Agreement (an “**Enterprise User**”). As an Enterprise User, Customer acknowledges that Customer’s access to and receipt of the Services is subject to a separate agreement between Career Club and the Enterprise, and that Career Club will have the right to suspend or modify the Services as a result of the action or inaction of the Enterprise in maintaining such separate agreement.

1.2 Career Concierge. Contingent upon Customer’s payment of all due Fees, Career Club shall provide to Customer (i) the Career Concierge services set out in **Exhibit A (“Career Concierge Standard”)**, and (ii) such other services as Career Club offers and Customer accepts under the terms of this Agreement (collectively, with Career Concierge Standard, the “**Services**”). Career Club shall provide the Services in accordance with the terms and subject to the conditions set forth in this Agreement. In addition to the standard Services set out on Exhibit A, Career Club may, at its sole discretion, choose to provide additional Services for Customer from time to time upon Customer’s written request, and upon Customer’s payment of additional Fees for such additional Services.

1.3 Monthly Subscription. Upon the end of the initial Term (as defined below), Customer may be provided the option to transition from Career Concierge Standard to Career Club’s month-to-month subscription Career Concierge Services (“**Career Concierge Monthly**”), subject to the payment of all applicable Fees for Career Concierge Monthly. Upon transitioning to Career Concierge Monthly, the Term of this Agreement will renew for successive one-month periods until Customer cancels their subscription to Career Concierge Monthly. Fees for Career Concierge Monthly will be due monthly until canceled. Fees are non-refundable, and Customer will not receive any pro-rated refund or discount of Fees for the remaining period of any Career Concierge Monthly subscription that follows Customer’s cancellation. Customer may cancel the Career Concierge Monthly subscription at any time by using the tools provided, or by contacting career club at info@career.club and Customer will maintain access to the Career Concierge Monthly services for the remaining period of the Career Concierge Monthly subscription after such cancellation.

2. Fees and Expenses. Applicable to Standard Users and Enterprise Users that transition into Career Concierge Monthly, Customer shall pay to Career Club the fees as they are set forth in an invoice to which this Agreement is attached, displayed via a payment platform that links to this Agreement, or that is otherwise presented to Customer in association with Customer's acceptance of this Agreement ("**Fees**", with each such associated presentation of Fees being incorporated herein by reference). All Fees are nonrefundable and fully earned upon payment. Customer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder; provided, that, in no event shall Customer pay or be responsible for any taxes imposed on, or regarding, Career Club's income, revenues, gross receipts, personnel, or real or personal property or other assets. Customer shall reimburse Career Club for all reasonable costs incurred in collecting any unpaid and owed amounts, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Career Club does not waive by the exercise of any rights hereunder), Career Club shall be entitled to suspend the provision of any Services if Customer fails to pay any amounts when due hereunder and such failure continues for five days following written notice thereof.

3. Customer Cancellation of Services. At any point during the Services, Customer may cease participating in and receiving the Services immediately upon written notice to Career Club. Upon receiving such written notice Career Club will be under no further obligation to provide Customer any of the Services, even if Customer's accounts or certain features of the Services stay active throughout some or all of the remaining Term. Customer acknowledges and agrees that all payments made under this Agreement are nonrefundable and Customer will not receive any refund, credit, or other benefit for any partial portion of the Services or unused portion of the Services, irrespective of the time or point in the Services at which Customer ceases participating in and receiving the Services.

4. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of Career Club in the course of performing the Services shall be owned exclusively by Career Club. Career Club hereby grants Customer a license to use all Intellectual Property Rights in such materials free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis, solely to the extent necessary to enable Customer to make reasonable use of the Services.

5. Confidentiality. From time to time during the Term of this Agreement, either party (as the "**Disclosing Party**") may disclose or make available to the other party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party, whether or not labeled as "confidential" when disclosed ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 5; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential

Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. For purposes of this Section 5 only, Receiving Party's Group shall mean the Receiving Party's affiliates and its or their employees, officers, directors, partners, members, managers, agents, independent contractors, service providers, sublicensees, subcontractors, attorneys, accountants, and financial advisors.

6. Term. This Agreement shall commence as of the date that all Fees are paid to Career Club, and shall continue thereafter until the earlier of (i) completion of the Services, or (ii) six months (the "**Term**"), unless earlier terminated under Section 6.

7. Termination. Either party may terminate this Agreement, effective upon written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach. Notwithstanding anything to the contrary in this section, Career Club may terminate this Agreement: (i) before the expiration date of the Term on written notice if Customer fails to pay any amount when due hereunder, or (ii) for convenience upon 30 days prior written notice to Customer. In the event of an early termination of this Agreement due to Career Club's material breach, or for Career Club's convenience, Career Club shall refund to Customer any pre-paid and unearned Fees, with such refund being pro-rated based upon the Services completed prior to the termination date.

8. Independent Contractor. The details of the method and manner for performance of the Services by Career Club shall be under its own control, Customer being interested only in the results thereof. Career Club shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. Career Club is for all purposes hereunder an independent contractor and in no event will Career Club be considered an agent or employee of Customer or any of its subsidiaries or affiliates for any purpose.

9. Limited Warranty. Career Club warrants that it shall perform the Services (a) using personnel of commercially reasonable skill, experience, and qualifications; and (b) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services. CAREER CLUB (a) MAKES NO WARRANTIES EXCEPT FOR THOSE SET OUT ABOVE; AND (b) DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In particular, Customer acknowledges and agrees that the results or outcomes of the Services will be subjective and outside of Career Club's control, and that Customer's dissatisfaction with such results or outcomes does not, in itself, arise to a breach of any of the warranties herein. Career Club's sole and exclusive liability and Customer's sole and exclusive remedy for breach of the limited warranty set out in this Section shall be reperformance of any non-confirming Services.

10. Customer Responsibilities. Customer acknowledges that the performance and results of the Services rely upon collaboration and communication with Customer. Customer shall at all times during the Term promptly provide all cooperation and assistance as Career Club personnel may reasonably request to enable Career Club to exercise its rights and perform its obligations under and in connection with the Services and this

Agreement. Career Club is not responsible or liable for any delay or failure of performance of the Services caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

11. Limitation of Liability. IN NO EVENT SHALL CAREER CLUB BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT CAREER CLUB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL CAREER CLUB'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO CAREER CLUB PURSUANT TO THIS AGREEMENT.

12. Customer Indemnification. Customer shall indemnify, defend, and hold harmless Career Club and its subcontractors officers, directors, employees, agents, successors, and assigns (each, a "**Provider Indemnitee**") from and against any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") incurred by such Provider Indemnitee resulting from any action by a third party to the extent that such Losses arise out of or result from, or are alleged to arise out of or result from (i) any documents, information, or materials provided by Customer; (ii) allegation of facts that, if true, would constitute Customer's breach of any of its representations, warranties, covenants, or obligations under this Agreement; or (iii) negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer in connection with this Agreement.

13. General. Each of the parties hereto shall use commercially reasonable efforts to, from time to time at the request and sole expense of the other party, furnish the other party such further information or assurances, execute and deliver such additional documents, instruments, and conveyances, and take such other actions and do such other things, as may be reasonably necessary to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby. Each party shall deliver all communications in writing either in person, by certified or registered mail, return receipt requested and postage prepaid, by facsimile or email (with confirmation of transmission), or by recognized overnight courier service, and addressed to the other party at the addresses set forth above (or to such other address that the receiving party may designate from time to time in accordance with this Section). This Agreement and all matters arising out of or relating to this Agreement, including tort and statutory claims are governed by, and construed in accordance with, the laws of Ohio, without giving effect to any conflict of laws provisions thereof that would result in the application of the laws of a different jurisdiction. Either party shall institute any legal suit, action, or proceeding arising out of or relating to this Agreement in the federal or state courts in each case located within or proximate to the Cincinnati, Ohio metropolitan area. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) CONSENTS AND SUBMITS TO THE JURISDICTION OF THE AFOREMENTIONED COURTS; AND (B) WAIVES ANY OBJECTION TO THAT CHOICE OF FORUM BASED ON VENUE OR TO THE EFFECT THAT THE FORUM IS NOT CONVENIENT; AND (C) WAIVES ANY RIGHT TO TRIAL BY JURY. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter. The invalidity, illegality, or unenforceability of any provision

herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. The parties may not amend this Agreement except by written instrument signed by the parties. No waiver of any right, remedy, power, or privilege under this Agreement (“**Right(s)**”) is effective unless contained in a writing signed by the party charged with such waiver. No failure to exercise, or delay in exercising, any Right operates as a waiver thereof. No single or partial exercise of any Right precludes any other or further exercise thereof or the exercise of any other Right. The Rights under this Agreement are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise; provided that, the parties intend that the remedy set out in Section 8 (Limited Warranty) is Customer’s exclusive remedy for Career Club’s breach of the limited warranty set out in Section 8. Career Club may directly or indirectly assign, transfer, or delegate any of or all of its rights or obligations under this Agreement, voluntarily or involuntarily, including by change of control, merger (whether or not such party is the surviving entity), operation of law, or any other manner, without the prior written consent of Customer. Career Club may subcontract any part of the Services. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns. Except for the parties, their successors and permitted assigns, there are no third party beneficiaries under this Agreement. Any provision that, in order to give proper effect to its intent, should survive the expiration or termination of this Agreement, will survive such expiration or termination.

14. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Customer to make payments to Career Club hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party’s (“**Impacted Party**”) reasonable control, including, without limitation, the following force majeure events (“**Force Majeure Event(s)**”): (a) acts of God; (b) flood, fire, earthquake, epidemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) other events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within 30 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

EXHIBIT A

CAREER CONCIERGE SERVICES

Career Concierge Standard Services include:

- Career Club One™ – Six month license to Career Club’s Career Club One™ software platform, subject to the terms and conditions specific to that platform.
- Resume Development – Customer will be paired with a professional resume writer who will collaborate with Customer and create Customer’s resume and optionally, recommendations for the Customer’s LinkedIn profile, and a cover letter.
- Target Company Search – Career Club will collaborate with Customer to identify characteristics of a desirable position or company, and based on these profiles Career Club will utilize the Career Club One™ platform to identify target companies that are prospective targets for employment. Targeted Company Search will continue until the earlier of (i) Customer’s approval of up to 60 identified target companies (each a “Target Company”), or (ii) the passage of 30 days from the start date of the Target Company Search.
- Target Company Recon – Career Club will investigate each Target Company and identify up to two individuals that are prospects for targeted outreach to inquire about employment with that Target Company (each a “Targeted Contact”).
- Targeted Outreach - Career Club will draft customized and personalized correspondence for targeted outreach to the Targeted Contacts at each Target Company. Subject to the availability of contact information for the Targeted Contacts, Career Club will contact each Targeted Contact up to three times. Targeted Outreach will be performed through a personalized email address associated with Customer, and Customer will have an opportunity to review and approve of correspondence prior to delivery.
- Response Management – Career Club will monitor the Customer’s personalized email address for responses to Targeted Outreach and will notify Customer of any response within one business day.
- Concierge Consultation – Customer will have ongoing communications with Career Club’s experts to maximize the value of the Services, which may include feedback and recommendations related to professional networking and social media management, career counseling, interview advice, and motivational check-ins and updates.
- Additional Services – In some circumstances, Career Club may recommend, or Customer may desire, additional Services such as additional Target Company Search and Recon, additional Targeted Outreach, Interview Preparation, or additional Resume Development. Such Additional Services may be provided if mutually agreeable, but may be subject to additional fees.

Career Concierge Monthly Services include:

- Career Club One™ – Monthly license to Career Club’s Career Club One™ software platform, subject to the terms and conditions specific to that platform.
- Up to one hour of consultation with a Career Club career development coach.