

RareSkills Recruitment Agreement

This Recruitment Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of **26th of September 2024** (the "Effective Date") by and between the following parties:

"**Recruiter**" - RareSkills LLC, a Nevada limited liability company, having its principal place of business at 1887 Whitney Mesa Drive #1223, Henderson, NV 89014 Email: contact@rareskills.io

and

"**Client**"- _____, a(n) _____ [limited liability company][corporation], having its principal place of business at _____ . Email: _____

Recruiter and Client may be referred to individually as a "**Party**" or collectively as the "**Parties**" and hereby agree as follows:

Article 1 - SERVICES:

1. Subject to the terms and conditions of this Agreement, Client engages Recruiter's services ("**Services**") to find a candidate for potential employment by Client ("**Candidate.**"). Recruiter will provide Client with Candidates with one or many skills:
 - a. Smart Contract Development
 - b. Front End Development
 - c. Back End Development
 - d. Solidity Development
 - e. Security Research and Auditing
 - f. Cryptography
2. No Other Checks: Recruiter does not conduct any other checks, including, but not limited to, security checks, background checks, credit checks, or drug screenings, which are the responsibility of Client.

Article 2 - FEES:

3. Full time hires:
 - a. The Client agrees to pay the Recruiter a fee ("**Fees**") of eight percent (8%) of the Candidate's first-year base salary for any successful placement.
4. Contract and Short-term hires:
 - a. The Client agrees to the following fixed fees for any successful placement in short-term candidate engagements:
 - i. Up to 3 months: \$2,500 per candidate.

- ii. 3 to 6 months: \$5,000 per candidate.
- iii. 6 to 12 months: \$10,000 per candidate.
- iv. Over 12 months: 8% of the candidate's first-year annual salary.
- a. Any extension of the engagement period must be communicated by the Client to the Recruiter via email or Telegram.

5. Payments:

- a. Fees are due and payable within five (5) business days of the Candidate beginning employment with the Client.
- b. If a short-term project extends beyond the agreed duration, the Client agrees to pay the difference in fees within five (5) working days from the date the candidate continues working past the original end date.

6. Refunds:

a. Full-Time Hires:

If, within sixty (60) days of hiring, the Client determines that the Candidate is unfit, the Recruiter shall first offer a set of replacements. If no suitable Candidate is found, the Client may be granted a refund of 100% of the original payment within fourteen (14) days of the refund request. A full refund will only be granted if it is determined that the Candidate's skills are unsuitable for the job, and the Client provides a written report detailing the inadequacy of the Candidate. This may include failure to complete assignments, cultural fit issues, or lack of necessary skills for day-to-day work.

- b. No refund will be given if the Candidate is terminated for any reason other than Candidate's skills are unsuitable for the job, including, but not limited to, Client's financial hardship or restructuring of the Client's company.

c. Contract and Short-Term Hires:

For short-term or contract hires (engagements less than twelve [12] months), no refunds will be offered once the Candidate has started work. Short-term hires are considered temporary engagements, and as such, the Client acknowledges that refunds do not apply to these types of hires.

7. Irrespective of a specific position for which a Candidate may be presented, the Fee is payable should Client or Client's affiliate (division, business unit, partner company or parent company) engage such Candidate for any position within one (1) year after Recruiter's most recent communication relating to the presentation of such Candidate. In the event Client refers or identifies Candidate to another entity, which should result in a hire, then Client shall be responsible for the payment of the Fee to Recruiter as though Client had hired the Candidate.

Article 3 - NO ONGOING GUARANTEES:

- 8. Recruiter is not liable or responsible for any failure of Client to retain Candidates. Client shall pay Recruiter all Fees owed within the time frame stated herein and will not be subject to divestment or reimbursement except as otherwise provided herein.

9. Client is solely responsible for determining the suitability of the Candidate for their role and for conducting any checks, including, but not limited to, security checks, background checks, credit checks, or drug screenings that Client deems necessary or appropriate.
10. NO WARRANTY: THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED. RECRUITER DISCLAIMS ALL IMPLIED WARRANTIES. RECRUITER DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET THE COMPANY'S NEEDS OR REQUIREMENTS, THAT ANY INFORMATION OBTAINED THROUGH USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE.

Article 4 - REQUIREMENTS FOR PAYMENT:

11. Candidates are those that are presented by the Recruiter to the Client in writing, which shall be deemed received pursuant to the Notice provisions of this Agreement. Client may undertake to find candidates for employment on its own, but, for any Candidate initially presented to Client by Recruiter that is successfully placed in employment, Client shall be responsible for payment of Recruiter's Fees.

Article 5 - CONFIDENTIALITY:

12. The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or (c) is required to be disclosed by any Party to its shareholders, investors, legal counsel or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, investors, legal counsel or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

Article 6 - RELATIONSHIP OF THE PARTIES:

13. Recruiter is not authorized as an agent, employee, or legal representative of Client. The Client shall not have the power to control the recruiters activities and operations. Recruiter and Recruiter's status at all times will continue to be that of an independent

contractor to Client.

Article 7 - INDEMNITY:

14. Each Party agrees to indemnify and hold the other harmless against any and all damage, liability, and loss, as well as legal fees and costs incurred, arising out of the breach of this Agreement by or other fault of the other Party. This clause shall not be read to provide indemnification for other Party in the event that a competent court of law, rendering a final judgment, holds that the bad faith, gross negligence, or willful misconduct of that Party caused the damage, liability, or loss.

Article 8 - TERMINATION:

15. This Agreement may also be terminated by either Party, upon notice in writing:
 - a. if the other Party commits a material breach of any term of this Agreement that is not capable of being remedied within fourteen (14) days or that should have been remedied within fourteen (14) days after a written request and was not;
 - b. if the other Party becomes unable to perform its duties hereunder, including a duty to pay or a duty to perform; or
 - c. if either Party indicates their desire to terminate on writing with 15 (fifteen) days' written notice.
16. Termination shall not nullify any fees owed to the Recruiter.

Article 9 - NON-SOLICITATION:

17. Recruiter agrees not to solicit any Candidate hired by the Client for a period of three (3) years from the date the Candidate begins employment with the Client.
18. Recruiter shall not offer employment opportunities to such Candidates during the non-solicitation period.
19. If a Candidate hired by the Client out of their own volition applies to the Recruiter after the three (3) year period, the Recruiter reserves the right to work with the Candidate.
20. This non-solicitation clause applies to both direct solicitation by the Recruiter and through any associated entities or partners.

Article 10 - NO DISCRIMINATION:

21. Neither Party shall discriminate against any Candidate with regard to race, national origin, religion, creed, age, sex, sexual preference, marital status, ancestry, pregnancy or parental status, disability, or veteran status.

Article 11 – GENERAL PROVISIONS:

22. **GOVERNING LAW:** This Agreement shall be governed in all respects by the laws of the state of Nevada, without regard to its choice of law provisions. Both Parties consent to jurisdiction under the state and federal courts within the state of Nevada. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.
23. **LANGUAGE:** All communications made or notices given pursuant to this Agreement shall be in the English language.
24. **ASSIGNMENT:** This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.
25. **AMENDMENTS:** This Agreement may only be amended in writing signed by both Parties.
26. **NO WAIVER:** None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.
27. **SEVERABILITY:** If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.
28. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes any prior or contemporaneous understandings, whether written or oral.
29. **HEADINGS:** Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.
30. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be an original, but all of which will together constitute one and the same instrument and signatures transmitted by facsimile or electronic scan shall be effective. Any counterpart delivered by PDF or other electronic means (including any electronic signature service compliant with the U.S. federal E-SIGN Act of 2000, e.g., DocuSign) will have the same import and effect as

original counterparts and will be valid, enforceable and binding for the purposes of this Agreement.

31. FORCE MAJEURE: Recruiter is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

32. NOTICES - ELECTRONIC COMMUNICATIONS PERMITTED:

- a. Any notice to be given under this Agreement shall be in writing and shall be sent by first-class mail, airmail, or email, to the address of the relevant Party set out at the head of this Agreement or other address as that Party may from time to time notify to the other Party in accordance with this clause.
- b. Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first-class mail), or 7 working days after the date of posting (in the case of airmail), or next working day after sending (in the case of email).
- c. In proving the giving of notice, it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

EXECUTION:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Recruiter:

Client:

RareSkills LLC

By: _____

Jeffrey Scholz, CEO

By: _____

Name: _____

Title: _____

Date: _____

Date: _____