

US Terms & Conditions - SCOUT GUARANTEE INC.

Last Updated: September 2025

These Terms and Conditions ("**Terms**") constitute a legally binding agreement between **SCOUT GUARANTEE INC.**, a Delaware corporation ("**Scout**"), and the business entity or individual receiving the benefit of the services provided by Scout ("**Client**").

By accessing or using the **Scout platform** or any services offered by Scout (collectively, the "**Services**"), the Client acknowledges and agrees that they have read, understood, and agreed to be bound by these Terms, as well as Scout's **Privacy Policy**, which is incorporated into these Terms by this reference.

Scout and the Client may each be referred to individually as a "**Party**" and collectively as the "**Parties**."

Recitals

A. **WHEREAS**, Scout is engaged in the business of providing **risk management services to the recruitment industry**, including services designed to mitigate or manage commercial risk associated with permanent placement recruitment;

B. **WHEREAS**, the **Client** is a recruitment agency engaged in, among other things, **permanent placements**;

C. **WHEREAS**, the Client desires to utilize certain services offered by Scout and obtain access to the Scout platform, and Scout is willing to provide such services and grant such access, subject to the terms and conditions set forth herein;

NO INSURANCE DISCLAIMER

The Client acknowledges and agrees that the Guarantees described in these Terms are not contracts of insurance, do not constitute indemnification against loss or liability, and are not regulated financial products. Scout is not a licensed insurer, insurance broker, or financial institution, and does not provide any form of insurance, bonding, surety, or regulated financial guarantee.

The Guarantees offered through the Scout Platform are commercial service commitments designed solely to support the Client's recruitment activity and mitigate commercial risks associated with Failed Placements, subject to the terms, eligibility requirements, and limitations set forth herein. The Guarantees are not intended to, and shall not be interpreted to, protect any third party or serve as a substitute for insurance coverage.

Scout makes no representations or warranties regarding the regulatory treatment of the Guarantees under the laws of any jurisdiction, and the Client shall not market, promote, or represent the Guarantees as insurance or a substitute for insurance.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions

For purposes of these Terms, the following definitions shall apply:

1. **"Affiliate"** means, with respect to any Party, any entity that now or in the future, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Party. For purposes of this definition, "control" means the direct or indirect ownership or control of fifty percent (50%) or more of the voting securities or equivalent ownership interest of such entity, or the power to direct the management or policies of such entity through ownership, by contract, or otherwise.
2. **"Candidate"** means an individual who is or may be subject to a Placement, or is the subject of a successful Placement, by the Client (or by a Service User acting on the Client's behalf).
3. **"Claim"** or **"Claims Process"** means the process initiated by the Client to request a Payout for a Failed Placement under a Guarantee, subject to Scout's evaluation and confirmation of eligibility pursuant to Section 4 and the applicable Schedule.
4. **"Client Data"** means any data, records, files, or other information submitted to the Scout Platform by or on behalf of the Client, including but not limited to information identifying a Candidate, Service User, and/or Hiring Firm, and any derivative works, updates, or modifications of such data.
5. **"Client Marks"** means the Client's trade names, trademarks, service marks, logos, designs, or other proprietary branding elements, whether registered or unregistered.
6. **"Client Terms"** means the contractual terms agreed between the Client and a Hiring Firm governing the terms of a Placement.
7. **"Data Privacy Law"** means all applicable United States federal, state, and local privacy and data protection laws, rules, and regulations, including but not limited to the **California Consumer Privacy Act (CCPA)**, as amended by the **California Privacy Rights Act (CPRA)**, the **Colorado Privacy Act**, the **Virginia Consumer Data Protection Act**, and any similar or successor laws enacted in any US jurisdiction relevant to the processing of personal data.
8. **"Eligibility Period"** means, with respect to a Placement, the six (6) month period beginning on the Candidate's employment start date with the Hiring Firm, or such shorter period as may be specified in the applicable Refund Covenant or Replacement Covenant.
9. **"Eligible Placement"** means a Placement that meets the eligibility criteria for a Guarantee, as defined in the applicable Schedule and determined by Scout in accordance with these Terms.
10. **"Failed Placement"** means a Placement where the Candidate's employment terminates prior to the end of the Eligibility Period for reasons that qualify for a Payout under the applicable Guarantee, subject to Scout's review and confirmation.
11. **"Guarantee"** means the contractual commitment made by Scout to provide a Payout in the event of a Failed Placement, as set forth in the applicable Schedule. For the avoidance of doubt, the Guarantee is not an insurance product and does not constitute a contract of insurance.
12. **"Hiring Firm"** means the employer or end client with whom a Candidate is placed by the Client.
13. **"Payout"** means a payment made to the Client in accordance with the applicable Guarantee in response to an Eligible Placement that results in a Failed Placement, subject to compliance with the Claims Process and Scout's approval.
14. **"Platform"** or **"Scout Platform"** means the proprietary web-based software-as-a-service platform made available by Scout to facilitate risk management services in connection with recruitment activity, including access to Guarantees, data submission tools, and reporting functionality.

15. **“Placement”** means the successful introduction, referral, or recommendation of a Candidate to a Hiring Firm by the Client (or by a Service User acting on its behalf), which results in the Candidate’s employment with that Hiring Firm.
16. **“Refund Covenant”** and **“Replacement Covenant”** mean the contractual refund or replacement terms offered by the Client to the Hiring Firm for Failed Placements, as disclosed to Scout, and which are considered by Scout in assessing Guarantee eligibility.
17. **“Schedule”** means the Guarantee-specific documentation issued or made available by Scout, which sets forth the applicable eligibility criteria, payment thresholds, duration, and any other terms applicable to a Guarantee.
18. **“Selective Placement”** means the act of selectively purchasing Guarantees with respect to Placements which the Client has reason to believe is at a higher risk of becoming Failed Placements
19. **“Service Fees”** means the fees payable by the Client to Scout pursuant to these terms in consideration for the Services.
20. **“Service User”** means any authorised representative, personnel, or third party acting on behalf of the Client and using the Scout Platform or Services under the Client’s direction or account.

2. Obligations of the Parties

1. **Scout’s Obligations:** For the duration that these Terms remain in effect, Scout shall provide the Services to the Client, which shall include, without limitation:
 1. Supporting the Client’s recruitment efforts by facilitating and periodically reviewing Scout’s internal hiring qualification process (the **“Hiring Process”**);
 2. Collecting feedback from Service Users, Hiring Firms, Candidates, and the Client in relation to the Hiring Process;
 3. Reviewing and determining the Client’s submitted Claims for eligibility under the applicable Guarantee and, where appropriate, authorizing related Payouts pursuant to these Terms.

2. Client’s General Obligations

1. **Use of Scout Services:** The Client shall ensure that each of its employees, contractors, or agents involved in recruiting activities becomes registered and approved as a **Service User** within the Scout Platform.
2. **Conduct and Operational Responsibilities:** The Client shall, and shall ensure that all Service Users under its control or supervision:
 1. Maintain accurate and complete records of all recruiting-related activities, including but not limited to call logs, video interviews, Service User notes, correspondence, and marketing communications in connection with each Placement covered by these Terms;
 2. Provide or collect timely feedback from Hiring Firms, Candidates, and other stakeholders when requested by Scout;
 3. Act transparently in all interactions with Scout and engage cooperatively and in good faith when contacted for reasonable support or clarification;
 4. Not misuse, abuse, circumvent, or otherwise interfere with the normal functioning or intended use of the Services;
 5. Use commercially reasonable efforts to disclose and explain the existence of any applicable Guarantees to Hiring Firms, and where feasible, to secure their acknowledgement of such Guarantees in the applicable Client Terms;

6. Provide Scout, upon reasonable request, with a copy of the applicable Client Terms governing a Placement, including any refund or replacement provisions therein;
7. Represent and warrant that any and all information provided by the Client concerning the Candidates, the Placements and the Hiring Firms (including, but not limited to, the number and proportion of the Client's Placements which become Failed Placements (including, for the purposes of this paragraph, any Placements which would be a Failed Placement had a Guarantee been purchased for such Placements) at any given time) is complete, true and accurate; and
8. Undertake not to engage in Selective Placements.

3. Client's Specific Obligations

1. The Client may only submit a **Placement Notice** via the Scout Platform in respect of successful Placements that meet **all** of the following eligibility criteria:
 1. The gross annualized salary of the Candidate must be between **\$50,000 and \$375,000 USD** (or the local currency equivalent, as determined at the applicable exchange rate on the date of Placement submission, for Placements occurring outside the United States);
 2. The Placement must occur in an industry, profession, or sector in which the Client has demonstrable experience or prior activity, as identified and agreed by the Parties during the onboarding process or in writing thereafter;
 3. The Placement must be **full-time**, with a minimum workweek of 35 hours, and not categorized as temporary, seasonal, internship-based, freelance, contract-to-hire, or apprenticeship;
 4. The Client Terms must include either (A) a **Replacement Covenant** or (B) a **Refund Covenant**;
 5. The Client must submit the Placement Notice **within five (5) business days** of the Candidate's confirmed start date with the Hiring Firm; and
 6. The Placement must not be otherwise excluded by any specific limitation, exclusion, or prohibited class under Scout's published product rules or under the applicable Schedule.
2. The Client is solely responsible for ensuring that the Placement meets the above eligibility criteria prior to submission. Scout reserves the right to reject or revoke any submitted Placement Notice that fails to meet the eligibility criteria or was submitted in bad faith or with material omissions.

3. Service Fee

1. **Payment of Service Fee:** Scout shall issue monthly invoices to the Client for the Service Fees incurred (each, an "Invoice"), with the invoice date referred to herein as the "Invoice Date." The Client shall pay all invoiced Service Fees in full within thirty (30) calendar days following the Invoice Date.
2. **Taxes:** All Service Fees are exclusive of any applicable taxes, duties, or similar governmental assessments of any kind, including sales, use, value-added, or withholding taxes, except for taxes imposed on Scout's income ("Taxes"). If any Taxes are required to be withheld under applicable law, the Client shall gross up the payment so that Scout receives the full amount it would have received had no such

withholding been required. The Client shall be responsible for all Taxes associated with the Services, other than taxes based on Scout's income.

3. **Late Payment:** If the Client fails to pay any invoiced amount when due, Scout may provide written notice to the Client of such failure (including via email or SMS) (a "Late Payment Notice"). Any overdue amounts shall accrue interest on a daily basis at a rate equal to the lesser of (i) eight percent (8%) per annum above the prime rate published by JPMorgan Chase Bank, N.A. as of the applicable due date, or (ii) the maximum rate permitted under applicable law. Such interest shall accrue from the date the payment was due until the date paid in full, whether before or after judgment. If Scout engages collection efforts, the Client shall reimburse all reasonable costs and expenses incurred, including attorneys' fees.
4. **Failed Payment:** Failure to pay any Service Fees in full constitutes a material breach of these Terms. During any period of late payment following a Late Payment Notice, Scout shall have no obligation to issue any Payouts, regardless of whether the overdue amounts relate to the specific Claims or Placements at issue, and regardless of prior eligibility determinations. In addition, Scout reserves the right to suspend or terminate the Client's access to the Scout Platform and Services until all outstanding amounts are paid in full. Scout may also terminate these Terms entirely if full payment is not received within thirty (30) days following the Late Payment Notice.

4. Claims

1. **Claim Eligibility:** A Claim submitted by the Client will only be considered eligible for a potential Payout if all of the following conditions are met (the "Minimum Conditions"):
 1. The Client and the applicable Service User have fully complied with Scout's Hiring Process;
 2. The Client and the applicable Service User have fully complied with the Claims Process;
 3. The Failed Placement giving rise to the Claim is not an Excluded Placement;
 4. No Selective Placements have occurred with respect to the Placement at issue; and
 5. The Client has timely paid all Service Fees due to Scout.

In addition to satisfying the Minimum Conditions, Scout shall evaluate the eligibility of each Claim on a case-by-case basis, taking into account all relevant facts and circumstances surrounding the Failed Placement. For the avoidance of doubt, even if the Minimum Conditions are satisfied, Scout retains sole and absolute discretion to determine (i) whether a Claim qualifies for a Payout and (ii) the amount of any such Payout. Scout's determination on one Claim shall not create any precedent or obligation with respect to any other Claim, even if the facts and circumstances appear similar.

2. **Excluded Placements:** Scout will not consider Claims relating to any of the following categories of Failed Placements to be eligible for a Payout (collectively, "**Excluded Placements**"):
 - i. Failed Placements where the Candidate transitions into a different role or position within the Hiring Firm, or where there is a material change in the Candidate's role, responsibilities, or employment terms during the Eligibility Period;
 - ii. Failed Placements involving a Candidate who resigns or is terminated as a result of unethical, unlawful, or inappropriate behavior by the Hiring Firm or

- its other employees or agents, including but not limited to harassment, discrimination, or workplace misconduct;
- iii. Claims that involve fraud, misrepresentation, or material nondisclosure by the Client, the Hiring Firm, or the Candidate;
- iv. Failed Placements that arise from known or foreseeable risks disclosed in advance by Scout to the Client or by the Client or Service Users to the Hiring Firm, which subsequently contribute to the termination of the Candidate's employment;
- v. Failed Placements caused by economic downturns, industry-wide layoffs, budgetary freezes, business restructuring, or force majeure events, including but not limited to natural disasters, public health emergencies, pandemics, acts of war, or civil unrest.

For clarity, the foregoing list of Excluded Placements is not exhaustive. Scout reserves the right to amend this Section 4.3 at any time, in its sole discretion, by adding, modifying, or removing specific categories of Excluded Placements. Scout will use commercially reasonable efforts to notify the Client of material changes to this Section.

3. **Payout:** If Scout determines that a Claim is eligible for a Payout, such Payout shall be made in accordance with these Terms and the applicable Guarantee parameters as communicated to the Client via the Scout Platform or otherwise in writing.

5. Term and Termination

1. **Effective Date and Duration:** These Terms shall become effective as of the date the Client accepts or agrees to these Terms (the "Effective Date") and shall remain in effect until terminated by either Party in accordance with this Section 5.
2. **Termination for Convenience:** Either Party may terminate these Terms for convenience by providing at least thirty (30) days' prior written notice to the other Party. For clarity, termination for convenience shall not affect the Client's right to submit a Claim in accordance with these Terms during the applicable notice period. Nothing in this Section shall limit either Party's right to terminate immediately for cause as set forth below.
3. **Termination for Cause:** Either Party may terminate these Terms immediately upon written notice if any of the following events occur:
 1. The other Party ceases operations, becomes insolvent, or otherwise discontinues its business;
 2. The other Party becomes the subject of a bankruptcy, receivership, or similar proceeding, and such proceeding is not dismissed within sixty (60) days;
 3. The other Party commits a material breach of these Terms (including, for the avoidance of doubt, any failure to pay undisputed Service Fees following a Late Payment Notice, or any unauthorized or Selective Placements), and fails to cure such breach within thirty (30) days of receiving written notice specifying the nature of the breach; or
 4. The Client fails to comply with the provisions of these Terms or otherwise acts in bad faith, including irregular or unexplained usage of the Scout Platform by the Client or any Service User, in each case as determined by Scout in its sole discretion.
4. **Effect of Termination:** Termination of these Terms shall not relieve the Client of its obligation to pay all Service Fees accrued or payable prior to the effective date of

termination. Upon termination or expiration, all rights and licenses granted to the Client under these Terms shall automatically terminate. Scout shall have no obligation to process or issue any Payouts following the effective date of termination.

5. **No Separation Damages:** The Client acknowledges and agrees that, upon the expiration or termination of these Terms in accordance with this Section 5, the Client shall not be entitled to any form of separation payment, termination compensation, or other damages, including but not limited to: reimbursement for lost profits, goodwill, anticipated revenue, business expenditures, investments, advertising or marketing expenses, or employee-related costs.
6. **Survival:** The following provisions shall survive the termination or expiration of these Terms: **Definitions, Confidentiality, Proprietary Rights, Limitation of Liability, Effect of Termination, No Separation Damages, Survival, and General Provisions**, together with any other provisions that by their nature are intended to survive.

6. Confidentiality

1. **Confidential Information:** "Confidential Information" means (i) any non-public business, technical, financial, or operational information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") in connection with these Terms, including but not limited to information relating to business plans, pricing, personnel, customers, product roadmaps, designs, marketing strategies, software, data, and trade secrets, and (ii) any other information disclosed in circumstances indicating its confidential or proprietary nature, or that a reasonable person would understand to be confidential under the circumstances.
2. **Exclusions:** Confidential Information does not include information that:
 1. becomes publicly available without breach of these Terms by the Receiving Party;
 2. was lawfully known to the Receiving Party prior to disclosure by the Disclosing Party, as evidenced by contemporaneous records;
 3. is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or
 4. is lawfully obtained from a third party without restriction on use or disclosure and without breach of any confidentiality obligation.
3. **Obligations of Confidentiality:** Each Party agrees to protect the Confidential Information of the other Party with the same degree of care it uses to protect its own similar confidential information, but in no event less than reasonable care. Confidential Information may be used solely to fulfill obligations and exercise rights under these Terms and may be disclosed only to employees, officers, consultants, or legal or financial advisors of the Receiving Party who have a legitimate need to know such information and are bound by confidentiality obligations no less protective than those in these Terms. A Receiving Party may also disclose Confidential Information to the extent required by applicable law, regulation, or court order, provided that, to the extent legally permitted, it gives the Disclosing Party reasonable prior notice to seek a protective order or other remedy. Any such compelled disclosure shall not affect the confidential nature of the disclosed information. The obligations in this Section 6.3 shall survive any termination or expiration of these Terms.
4. **Return or Deletion of Confidential Information:** Upon termination or expiration of these Terms, the Receiving Party shall, upon written request of the Disclosing Party, promptly return or destroy all copies of the Disclosing Party's Confidential Information

in its possession or control. The Receiving Party shall certify in writing that it has complied with this obligation. Notwithstanding the foregoing, the Receiving Party may retain Confidential Information solely to the extent stored in routine archival backup systems, provided that such retained information remains subject to the confidentiality obligations in these Terms and is not accessed except for IT system maintenance purposes.

5. **Injunctive Relief:** Each Party acknowledges that unauthorized use or disclosure of Confidential Information would cause the Disclosing Party irreparable harm for which monetary damages would be an inadequate remedy. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief (including preliminary and permanent injunctions) and other equitable remedies for any actual or threatened breach of this Section 6, in addition to any other legal or equitable remedies available. The prevailing Party in any legal proceeding to enforce this Section 6 shall be entitled to recover its reasonable attorneys' fees and related out-of-pocket expenses.

7. Proprietary Rights

1. **Retention of Rights:** Except as expressly set forth in these Terms, neither Party shall acquire any right, title, or interest in or to any Intellectual Property owned by the other Party, including any modifications, enhancements, or derivative works thereof. All rights not expressly granted herein are reserved by the respective Parties or their licensors. For clarity, Scout (or its third-party suppliers, where applicable) retains all right, title, and interest in and to the Scout Platform and the Scout Hiring Process, including any and all modifications, improvements, enhancements, updates, derivative works, new releases, and other adaptations or developments thereof, regardless of whether such changes are requested, funded, or directed by the Client. For purposes of these Terms, "**Intellectual Property**" means all patents, patent applications, copyrights, trademarks, trade names, service marks, trade secrets, inventions (whether patentable or not), know-how, domain names, software, source code, object code, technical data, business processes, designs, documentation, and all other proprietary or intellectual property rights recognized under the laws of any jurisdiction, whether registered or unregistered, and including all rights to apply for, renew, enforce, or defend any such rights.
2. **Client Data:** As between the Parties, the Client retains all right, title, and interest, including any Intellectual Property rights, in and to the Client Data. The Client is solely responsible for the accuracy, legality, and ongoing maintenance of the Client Data. Without limiting the foregoing, the Client shall obtain and maintain all necessary rights, licenses, and consents (including under applicable Data Privacy Law) to authorize Scout and its authorized sub-processors to collect, store, process, use, and transmit Client Data in accordance with these Terms. This includes, without limitation, providing appropriate notice to and, where required, obtaining consent from data subjects (including Candidates and personnel of Hiring Firms) that their personal data may be uploaded to the Scout Platform and used by Scout to perform the Services, including evaluating Claims and determining Payout eligibility. The Client hereby grants Scout and its sub-processors the right to access, use, reproduce, and process the Client Data solely for the purpose of providing the Services under these Terms.
3. **Feedback License:** The Client grants to Scout a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, sublicensable, and transferable license to use, reproduce, display, perform, modify, distribute, and otherwise exploit any suggestions, feedback, enhancement requests, or recommendations provided by the Client or its

representatives relating to the functionality or operation of the Scout Platform or Scout Hiring Process, without restriction or obligation to the Client.

4. **Use of Client Name and Marks:** The Client agrees that Scout may use the Client's name and associated Client Marks to identify the Client as a customer of Scout in promotional materials, press releases, public statements, case studies, and on Scout's website. In connection with such use, the Client grants Scout a non-exclusive, non-transferable (except as permitted under Section [Assignment]), royalty-free license to use the Client's name and Client Marks during the term of these Terms, solely for such purposes and subject to the Client's reasonable brand guidelines, as provided in writing from time to time. All goodwill arising from Scout's use of the Client Marks shall inure exclusively to the benefit of the Client. Scout shall not register, seek to register, or otherwise claim rights in any Client Mark, except with the Client's prior written consent. For purposes of these Terms, "**Client Marks**" means the Client's trade names, trademarks, service marks, logos, domain names, brand names, and other distinctive brand elements, whether registered or unregistered, that are owned or lawfully used by the Client.

8. Limitation of Liability

1. **Cap on Damages:** EXCEPT FOR (i) SERVICE FEES (INCLUDING ACCRUED INTEREST AND COLLECTION COSTS) AND PAYOUTS, AND (ii) UNCAPPED CLAIMS, IN NO EVENT SHALL EITHER PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR UNDER ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE AMOUNTS ACTUALLY PAID BY AND PAYABLE FROM THE CLIENT TO SCOUT UNDER THESE TERMS IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE (THE "**Damage Cap**").
2. **Exclusion of Consequential and Related Damages:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR (i) SERVICE FEES (INCLUDING ACCRUED INTEREST AND COLLECTION COSTS) AND PAYOUTS, AND (ii) UNCAPPED CLAIMS, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF REVENUE, PROFITS, GOODWILL, DATA, OR USE, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
3. **No Connection to Client Terms / Exclusion of Liability:** The Client acknowledges and agrees that these Terms are independent from any agreement between the Client and a Hiring Firm (the "Client Terms"). Scout shall have no liability or responsibility for the enforcement, breach, or interpretation of the Client Terms. Without limiting the foregoing, Scout shall not be liable in any manner if a Failed Placement is determined to be ineligible for a Payout or if Scout declines to issue a Payout in accordance with the Claims Process, even where the Client is contractually obligated to a Hiring Firm under a Replacement Covenant or Refund Covenant.
4. **Limitation of Actions:** Except for actions seeking recovery of unpaid Service Fees or arising from a breach of a Party's Intellectual Property rights or confidentiality obligations, no claim, action, or proceeding (regardless of form) arising out of or relating to these Terms may be brought more than the greater of: (i) one (1) year after

the underlying cause of action arose, or (ii) the maximum period allowed under applicable law.

5. **Exceptions to Limitations:** The limitations set forth in Sections 8.1 (Cap on Damages) and 8.2 (Exclusion of Consequential and Related Damages) shall not apply to **Uncapped Claims**. “**Uncapped Claims**” means any claims for which liability limitations are not enforceable under applicable law, including but not limited to liability for gross negligence, willful misconduct, fraud, or violations of applicable law that prohibit such limitations.

9. Non-Competition/Non-Solicitation

1. **Non-Competition:** Except with Scout's prior written consent (which shall not be unreasonably withheld), the Client agrees that, during the term of these Terms and for a period of five (5) years following their termination, the Client shall not, directly or indirectly, engage in, own, manage, operate, control, or participate in the ownership, management, operation, or control of any business that competes with the business lines of Scout that are the subject of these Terms. This includes, without limitation, the provision of commercial risk management services, consulting services related to recruiting risk or placement guarantees, and the offering of financial support models or similar products that seek to mitigate placement-related risk.
2. **Non-Solicitation of Customers:** During the term of these Terms and for a period of five (5) years following their termination, the Client shall not, directly or indirectly, solicit or attempt to solicit any customer, client, or business partner of Scout with whom the Client had material contact or exposure during the term of these Terms, for purposes of offering services that are competitive with those provided by Scout under these Terms.
3. **Non-Solicitation of Employees:** During the term of these Terms and for a period of one (1) year following their termination, the Client and its Affiliates shall not, without Scout's prior written consent, directly or indirectly solicit for employment, hire, or otherwise engage any person who is then an employee of Scout or any of Scout's Affiliates, or who was employed by Scout or its Affiliates within the six (6) months prior to such solicitation.

10. General

1. **Modifications to Terms, Platform, Features, and Services:** Scout reserves the right, at any time and for any reason, to modify, update, enhance, suspend, or discontinue the Terms, the Scout Platform, or any associated features or Services (collectively, “**Changes**”), with or without prior notice. This includes Changes made to improve functionality, correct errors, or enhance performance. Scout will make reasonable efforts to notify the Client of any material Changes that adversely affect the Client's use of the Scout Platform or Services, including via email, on-screen notifications within the Platform, or other reasonable methods. Non-material Changes will become effective upon publication or the “last updated” date noted at the top of these Terms. Continued use of the Scout Platform or Services by the Client following the effective date of any Change constitutes the Client's full and irrevocable acceptance of the revised Terms. If the Client does not agree to the revised Terms, the Client's sole remedy is to discontinue use of the Platform and Services and provide notice of termination in accordance with these Terms. The then-current version of the Terms shall supersede all prior versions. The Client is responsible for

reviewing the current version of these Terms periodically to stay informed of applicable terms and conditions.

2. **Compliance with Law:** The Client is solely responsible for compliance with all applicable laws, rules, and regulations in connection with its use of the Scout Platform and Services. The Client represents and warrants that neither it, nor any of its Affiliates or Service Users, is subject to any sanctions or designated on any restricted party list maintained by the United Nations, the U.S. government (including the Office of Foreign Assets Control's Specially Designated Nationals list), the European Union, or any other applicable jurisdiction. The Client shall maintain reasonable procedures to ensure compliance with all applicable export controls and sanctions laws. A breach of this Section 10.2 constitutes a material breach of these Terms.
3. **Assignment:** The Client may not assign or transfer these Terms, in whole or in part, without Scout's prior written consent, and any such attempted assignment without consent shall be null and void. Scout may freely assign these Terms to any Affiliate or in connection with a merger, acquisition, or sale of assets. These Terms shall bind and inure to the benefit of the Parties and their respective permitted successors and assigns.
4. **Notices:** All notices under these Terms must be in English and in writing. Notices to Scout shall be sent by email to: **notice@scoutguarantee.com** and shall be deemed effective upon receipt. Scout may provide notices to the Client via email, in-app messages, or other contact details provided by the Client.
5. **Severability:** If any provision of these Terms is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary, and the remainder of these Terms shall remain in full force and effect.
6. **Waiver:** No waiver by either Party of any breach or default under these Terms shall be deemed a waiver of any other breach or default, whether or not similar. Any waiver must be in writing and signed by an authorized representative of the waiving Party.
7. **Independent Contractors:** The Parties are independent contractors, and nothing in these Terms shall be construed to create a partnership, joint venture, agency, franchise, or employment relationship. Neither Party shall have the authority to bind the other or incur obligations on its behalf without express written consent. Scout may use its employees, Affiliates, or subcontractors to perform its obligations under these Terms.
8. **Force Majeure:** Neither Party shall be liable for any delay or failure to perform its obligations under these Terms due to causes beyond its reasonable control, including acts of God, natural disasters, war, terrorism, labor disputes, pandemics, cyberattacks, supply chain disruptions, government actions, or failures of internet service providers or third-party platforms (each, a "**Force Majeure Event**"). The affected Party shall notify the other Party promptly upon the occurrence of a Force Majeure Event. If a Force Majeure Event continues for more than thirty (30) consecutive days, either Party may terminate these Terms upon written notice.
9. **Governing Law and Dispute Resolution:** These Terms shall be governed by and construed in accordance with the laws of the **State of Delaware**, without regard to its conflict of laws rules. Any dispute, claim, or controversy arising out of or relating to these Terms that cannot be resolved through good faith negotiation shall be submitted to the exclusive jurisdiction of the **state and federal courts located in New Castle County, Delaware**. Each Party irrevocably submits to the personal jurisdiction of such courts and waives any objection to venue or forum non conveniens.
10. **Entire Agreement and Acknowledgment:** These Terms constitute the entire agreement between the Parties regarding the subject matter herein and supersede all

prior or contemporaneous agreements, understandings, or representations, whether oral or written. The Parties acknowledge that in entering into these Terms, they do not rely on any statement, representation, warranty, or agreement except as expressly set forth herein. No terms implied by statute or common law shall apply unless expressly incorporated.

Schedule 1: Replacement Guarantees

This Schedule applies where the Client has purchased a **Replacement Guarantee** in connection with a specific Placement. The provisions below govern the submission, evaluation, and outcome of Claims tied to such Replacement Guarantees.

1. Definitions

In addition to the definitions set forth in Section 1 of these Terms, the following terms apply specifically to this Schedule:

- **Replacement Candidate** means a Candidate identified and introduced by the Client (or a Service User acting on the Client's behalf) to the Hiring Firm pursuant to a Replacement Covenant, following a Failed Placement within the applicable Eligibility Period.
- **Successful Replacement** means the Placement of a Replacement Candidate with a Hiring Firm at no additional cost to the Hiring Firm, in accordance with the terms of a Replacement Covenant. The terms "Replace" and "Replaced" shall be construed accordingly.
- **Successful Replacement Notice** means a Placement Notice submitted for a Successful Replacement in accordance with these Terms. For clarity, the Client is not required to purchase a Guarantee for a Replacement Candidate submitted as part of a Successful Replacement.

2. Claim Process

(a) Following the submission of a Failed Placement Notice, the Client (and any applicable Service Users) must await Scout's determination regarding the eligibility of the Claim before proceeding to identify or introduce a Replacement Candidate under the terms of a Replacement Covenant.

(b) If a Successful Replacement occurs, the Client shall submit a Successful Replacement Notice via the Scout Platform within seven (7) calendar days following the Replacement Candidate's confirmed start date with the Hiring Firm.

(c) For the avoidance of doubt, a Successful Replacement shall not qualify as an Eligible Placement and is not eligible for a subsequent Guarantee. However, any such Replacement Candidate must still adhere to the Hiring Process standards required by Scout.

3. Payout

(a) The amount of any Payout issued in connection with a valid Claim under a Replacement Guarantee shall be determined based on the specific Replacement Guarantee tier selected and confirmed by the Client (or its Service User) at the time of Placement Notice submission, as recorded via the Scout Platform.

(b) If Scout determines that a Claim is eligible for a Payout under a Replacement Guarantee, the Payout shall be made to the Client within thirty (30) calendar days of the Replacement Candidate's employment commencement with the Hiring Firm.

Schedule 2: Refund Guarantees

This Schedule applies where the Client has purchased a **Refund Guarantee** in connection with a specific Placement. The provisions below govern the submission, evaluation, and outcome of Claims associated with such Refund Guarantees.

1. Definitions

In addition to the definitions set forth in Section 1 of these Terms, the following term applies specifically to this Schedule:

- **Refund Notice** means a Failed Placement Notice submitted by the Client (or a Service User acting on the Client's behalf) through the Scout Platform, requesting a Payout in connection with a Failed Placement for which a Refund Guarantee has been purchased.

2. Claim Process

(a) Upon submitting a Refund Notice, the Client (and any applicable Service Users) shall await Scout's determination of the Claim's eligibility prior to issuing any refund to the Hiring Firm under a Refund Covenant.

3. Payout

(a) The amount of any Payout under a Refund Guarantee shall be determined by the specific Refund Guarantee tier selected and confirmed by the Client (or its Service User) at the time the corresponding Placement Notice was submitted via the Scout Platform.

(b) If Scout determines that a Claim is eligible for a Payout, such Payout shall be issued to the Client within sixty (60) calendar days following the date of submission of the Refund Notice.

Schedule 3: Salary Range

This Schedule applies to the salary eligibility requirements for Placements submitted by the Client.

1. Salary Range

(a) The Parties agree that the gross annualized salary of a Candidate must be within the following limits (the "Salary Range"). The Salary Range may apply to all Placements or, where specified, only to certain categories including, without limitation, position type, industry sector, level of seniority, country, or geographic area. Such scope shall be indicated in the "Applicability" column below.

Currency	Minimum	Maximum	Applicability
USD (base)			
EUR			
GBP			
...			

(b) The Salary Range is defined in USD as the base currency. Amounts expressed in EUR, GBP, or any other currency are provided solely for reference. For all non-USD currencies, the Salary Range shall be determined by converting the USD amounts using the mid-market rate published at 12:00 p.m. (noon, Eastern Time) on the Candidate's Placement submission date.

(c) The Salary Range agreed in this Schedule forms part of the eligibility criteria for an Eligible Placement.

(d) Scout may, at its sole discretion and on a case-by-case basis, approve exceptions to the Salary Range (confirmed in writing) or reject/revoke any Placement Notice that falls outside the Salary Range specified herein.