

REFERRER USER AGREEMENT THIS AGREEMENT IS MADE ON 21-05-2012 BETWEEN :

GoozUp International, a company whose registered office is at Esp 260a, 5633AC, Eindhoven, in The Netherlands, incorporated at the Registry of Commerce and Companies of Eindhoven under the number 17186679, (hereinafter referred to as 'GoozUp International')

AND

You, the Referrer,

(hereinafter referred to as the 'Referrer')

The parties hereto shall individually be referred to as a 'Party' and collectively as 'Parties'.

BACKGROUND

(A) Considering that personal relation is the most popular method for candidates and the most successful for Candidates, GoozUp International has developed an original concept through a website to connect recruiters with candidates, who are recommended by colleagues, friends, family or others (the referrers).

(B) It is why the parties have agreed to discuss together in order to provide to the Referrer the GoozUp International referral services.

IT IS AGREED AS FOLLOWS :

Article 1. Interpretation

1.1 In this Agreement, including the Schedules, the following words and expressions shall have the following meanings :

Application - means the process of a referrer or a candidate responding on a job, posted on the GoozUp Website by a Recruiter.

Candidate - means the person who is recommended by a Referrer for a job which is posted by recruiter(s) through GoozUp Website.

GoozUp - means the original concept developed by GoozUp International through a website to connect recruiters with candidates, who are recommended by colleagues, friends, family or others (the referrers).

GoozUp Fees - means the fees paid by the Recruiter for use of the GoozUp Services and shared by the Regional GoozUp Reseller and GoozUp International.

GoozUp Website - means the website developed by GoozUp International which is operated by a Regional GoozUp Reseller for its specific geographical region in order to propose to candidates, recruiters and referrers to use the GoozUp services.

Recruiter - means the person who posts on the GoozUp

Website job(s) in order to recruit its future employee(s).

Referral Reward - means all the benefits or bonuses, as advertised in the Recruiters job posting, donated by the Recruiter to reward the Referrer for its recommendation.

Referrer - means the person (colleagues, friends, family or others) who recommends a Candidate to a Recruiter through the GoozUp Website and gets a Referral Reward when his or her Candidate is hired by a Recruiter.

- 1.2 The headings are for convenience only and shall not affect the interpretation hereof.

Article 2. Scope of the Agreement

GoozUp International offers to the Referrer its Referral Services through its website in order to facilitate the employment of the person recommended by the Referrer.

Article 3. Services provided by GoozUp International

The Referral services provided hereunder to the Referrer by GoozUp International are (the 'Referral Services') :

- Giving access to the job data base,
- Offering the possibility to create, grow and maintain a personal network,
- Offering the possibility to match a job with a profile in the personal network
- Providing an infrastructure for recommending a candidate on GoozUp Website, and
- Offering the possibility to obtain the Referral Reward.

Article 4. Rights and obligations of Referrer

- 4.1 The Referrer will use the Referral Services with due care, taking into account generally accepted business practices, the legitimate interests of GoozUp International as well as the available resources of GoozUp Website.
- 4.2 The Referrer will have the competence of selecting hardware and software and will commit itself to a configuration suiting the actual needs of GoozUp Website.
- 4.3 The Referrer will cooperate with GoozUp International and perform all obligations reasonably required to enable the proper functioning of the Referral Services with due care, taking into account generally accepted business practices.
- 4.4 The Referrer will verify the information of the Candidate(s) he/she proposes for a Job, and ensures this information is correct.
- 4.5 The Referrer will refrain from submitting incorrect information about a candidate or any misleading information on GoozUp Website.
- 4.6 The Referrer agrees to immediately inform the Recruiter (even after the candidate is hired) in case he/she discovers that incorrect information about the Candidate has been submitted to the Recruiter.
- 4.7 The Referrer agrees to immediately inform GoozUp International in case of candidate(s) or recruiter(s) trying

to circumvent GoozUp International payment obligations.

4.8 The Referrer agrees to prevent itself from :

- a. sharing the password, that gives access to the GoozUp Website, with others,
- b. implying any other relationship with GoozUp International than is,
- c. providing false information about yourself or any entity that you represent,
- d. using the website for chain letters, spam, unwanted solicitations or bulk communications,
- e. sending, posting, or transmitting any content that is unlawful, illegal, harassing, defamatory, pornographic, abusive or threatening,
- f. harassing, intimidating, degrading or being hateful towards someone based on their religion, gender, sexual orientation, race, ethnicity, age or disability,
- g. impersonating any other person or entity, including, but not limited to a GoozUp International employee or a group moderator,
- h. misrepresenting its affiliation with any other person or entity,
- i. submitting large numbers of listings, referrals or content that disrupts communication on GoozUp Website,
- j. infringing any copyright, trademark, patent or other rights of another person or entity,
- k. automatically downloading data from the website via spiders, crawlers, robots or other data mining tools without GoozUp International consent or without complying with our robots.txt file,
- l. posting a listing instructing users not to refer or apply using GoozUp Internationals tools,
- m. engaging in pyramid schemes, post deceptive bounties, leaving feedback for a different member account you control, or using the referrer feature to refer yourself,
- n. posting listings that offer multilevel marketing opportunities or requiring upfront fees, or
- o. offering, requesting or delivering illegal services or bounties.

Article 5. Representations and Warranties

5.1 The parties represent and warrant that:

- they have full power to enter into and perform their obligations under this Agreement and have taken all necessary action to that effect, and
- they have obtained and will maintain throughout the term of this Agreement, all rights, licenses, permissions and approvals, including all registrations in accordance with and as required by the applicable data protection legislation, which are

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5.2 The Referrer represents and warrants that :

- it will perform its obligations under this Agreement in accordance with the standards of performance set forth herein,
- the software used to access the Referral Services does not infringe upon the proprietary rights of any third party, and
- it will use the Referral Services and procure that the users use the Referral Services in accordance to all applicable laws including but not limited to data protection and privacy laws.

Article 6. Intellectual Property

6.1 Except as provided herein, all rights and interest in GoozUp International, the know-how, the documents, the tools and the software (together, the 'GoozUp International IP') employed, delivered or developed by GoozUp International as part of the Referral Services delivery vests in GoozUp International.

Article 7. Data Protection

- 7.1 Each party will at all times throughout the term of this Agreement and as may otherwise be necessary, comply with the applicable provisions and obligations imposed by the applicable French legislation so far as they relate to the Recruitment Services and to the processing of personal data.
- 7.2 GoozUp International will be the only owner of all the data entered by the users (candidates, referrers or Referrers) through the GoozUp International website and will comply with the French and EU provisions relating to the conservation and the transfer of personal data.
- 7.3 The Referrer will not transfer personal data of candidates to any third parties for purposes other than considering the candidates for the advertised job, without the approval of the Candidate and GoozUp International.
- 7.4 GoozUp International will not transfer Referrers data to any third parties except for legal obligations or in the case of a joint venture, merger or acquisition of GoozUp International. In addition, the Referrer grants to GoozUp International the right to use data for marketing purposes.
- 7.5 The Referrer agrees that data can be transferred outside of the EU.

Article 8. Billing

- 8.1 GoozUp International agrees to do best efforts to ensure payment by the Regional GoozUp Reseller of the Referral Reward to the Referrer in less than 14 days after receiving payment from the Recruiter when :
- The Candidate signs an employment agreement (temporary or for an undefined period) with the Recruiter through the GoozUp Website, or

- The candidate signs an employment agreement with a third party, other than the Recruiter, but with intermediate services from the Recruiter, resulting from a proposal on GoozUp web site.

8.2 The Referrer agrees that in case the Recruiter does not pay the agreed Referral Reward to GoozUp International or the Regional GoozUp Reseller, neither party is obliged to pay the Referrer.

In case of partial payment by the Recruiter, GoozUp International or the Regional GoozUp reseller will transfer a pro-rata part of the Referral Reward to the Referrer.

8.3 The Referrer will ensure that he/she will comply with applicable tax rules. GoozUp International and the Regional GoozUp Reseller will not be responsible for any tax payments on Referral Rewards owned by the Referrer.

Article 9. Exclusion of liability

9.1 GoozUp International excludes any warranties, undertakings or representations (either express or implied) to the full extent permitted under applicable law, that the website or (including without limitation) all or any part of the content or materials, accuracy, availability or completeness of the content of the website or any part of the content or materials are appropriate or available for use either in the France or in other jurisdictions where we may provide our services.

9.2 GoozUp International is not liable (including without limitation) in either contract, tort, negligence, statutory duty or otherwise (to the maximum extent permitted by applicable law) arising out of the use of or access to this website (which includes without limitation) any errors or omissions contained in the website or if the website is unavailable.

9.3 GoozUp International shall not be liable for any direct or indirect:

- economic losses (including without limitation loss of revenues, data, profits, contracts, use, opportunity, business or anticipated savings),
- loss of goodwill or reputation,
- special, incidental, consequential loss or damage, or
- suffered or incurred arising out of or in connection with your use of the website and these terms and conditions.

9.4 Access to and use of the website is at the user's own risk and GoozUp International does not warrant that the use of the website or any material downloaded from it will not cause damage to any property, or otherwise minimize or eliminate the inherent risks of the internet including but not limited to loss of data, computer virus infection, spyware, malicious software, trojans and worms. GoozUp International accepts no liability in respect of

losses or damages arising out of changes made to the content of the website by unauthorized third parties.

9.5 In any case GoozUp International liability will not exceed 5000 euros.

Article 10. Term and Termination

10.1 This Agreement is entered into for an indefinite term. It can be terminated by either party by giving 3 months prior notice effective as per the end of a calendar year.

10.2 Notwithstanding this, a party may terminate this Agreement if :

- a. the other party commits a material breach of this Agreement which is not cured within thirty (30) days after notice reasonably describing such breach, provided that if such other party works diligently and in good faith to cure such breach in accordance with this provision and such breach is not capable of being cured within thirty (30) days, it may have up to thirty (30) additional days to cure such breach if it demonstrates to the terminating party's reasonable satisfaction that it is capable of curing such breach within the additional period,
- b. the other party does not respect the payment terms as provided in Article 8, or
- c. if and as entitled to do so pursuant to another Article of this Agreement.

Article 11. General

11.1 Whole agreement

This Agreement contains the whole agreement between the parties relating to the subject matter of this Agreement at the date hereof to the exclusion of any terms implied by law which may be excluded by contract and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in this Agreement.

11.2 Survival of rights, duties and obligations

Termination of this Agreement for any cause shall not release a party from any liability which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act or omission prior to such termination.

11.3 Release etc.

Any liability to any party to exercise, and no delay by it in exercising, any right, power or remedy in connection with this Agreement (each a right) shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude any other or further exercise of that right or the exercise of any other right. Any express waiver of any breach of this Agreement shall not be deemed to be a waiver of any subsequent breach.

11.4 Waiver

No failure of any party to exercise, and no delay by it in exercising, any right, power or remedy in connection with this Agreement (each a Right) shall operate as a waiver of that Right, nor shall any single or partial exercise of any Right preclude any other or further exercise of that Right or the exercise of any other right. Any express

waiver of any breach of this Agreement shall not be deemed to be a waiver of any subsequent breach.

11.5 Variation

No variation of this Agreement shall be effective unless published on the GoozUp Website.

11.6 Assignment

This Agreement is personal to the parties and the rights and obligations of any of the parties may not be assigned or otherwise transferred without the prior written consent of the other parties except that GoozUp International may assign (part of) its rights and transfer (part of its) its obligations to any Regional GoozUp Reseller without the consent of the Referrer.

11.7 Further assurance

At any time after the date of this Agreement the parties shall, and shall use all reasonable endeavours to procure that any necessary third party shall, at the cost of the relevant party execute such documents and do such acts and things as that party may reasonably require for the purpose of giving to that party the full benefit of all the provisions of this Agreement.

11.8 Invalidation

If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part under the law of any jurisdiction, the legality, validity or enforceability of such provision or part under the law of any other jurisdiction and the legality, validity and enforceability of this Agreement shall not be affected.

11.9 Costs

Each party shall bear all costs incurred by it in connection with the preparation, negotiation and entry into this Agreement and the documents to be entered into pursuant to it.

11.10 Governing law

This Agreement and the documents to be entered into pursuant to it, save as expressly referred to therein shall be governed by and construed in accordance with the law of the Netherlands.

11.11 Jurisdiction

All the parties irrevocably agree that the Dutch court of Amsterdam is to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement and the documents to be entered into pursuant to it.