

TERMS & CONDITIONS

DEFINITIONS

“ProfHire Platform” means the online platform, comprised of the Server Software includes ProfHire-on-Demand, ProfHire Recruitment, Prof360 document retention and eContracting.

“ProfHire Website” means ProfHire’s website located at www.profhire.com or any other website designated by ProfHire.

“Employer” means employers representing organizations that have a paid or promotional agreement with ProfHire. Applicants and Visitors, for the purpose of this document, are not considered Employers.

“Applicant” means individuals who are seeking positions that input their information on the platform to be recruited for teaching, speaking, subject matter expert, or other employment positions.

“Authorized Users” means employees or contractors of Employer who are authorized to use the ProfHire Platform, solely for Employer’s internal business purposes, and otherwise in compliance with this Agreement.

“Visitor” means individuals who visit the website but have not actively entered information.

“Blind Data” means any and all aggregated non-personally identifiable data or information resulting from Employer’s or its Authorized Users’ use of the ProfHire Platform, or any other services provided by ProfHire.

“Employer Data” means any and all data or information (including personally identifiable information) of Employer or its Authorized Users, provided to ProfHire or uploaded to the ProfHire Platform by Employer or its Authorized Users, or collected by ProfHire or a third party on behalf of Employer, in connection with the ProfHire Platform or any services provided hereunder.

“Documentation” means the operating instructions, user manuals, product specifications, “read-me” files, and other documentation that ProfHire makes available to Employer or its Authorized Users in hard copy or electronic form for the ProfHire Platform, and any modified, updated, or enhanced versions of such documentation.

“Feedback” means any and all suggestions and feedback provided to ProfHire by Employer or Authorized Users regarding the functioning, features, and other characteristics of the ProfHire Platform, Documentation, or other materials or services provided or made available by ProfHire hereunder.

“Intellectual Property Rights” means patents and patent applications, inventions (whether or not patentable), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, mask-work rights, moral rights, author’s rights, and other intellectual property rights, as may exist now or hereafter come into existence, and all derivatives, renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction.

“Professional Services” has the meaning given to such term in Section 3.2.

“Purchase Order” means a written purchase order from Employer for the purchase for access and use of the ProfHire Platform or other services provided by ProfHire hereunder.

“Server Software” means the proprietary ProfHire server software programs that are made available by ProfHire on a remote online basis and any and all modified, updated, or enhanced versions of such programs that ProfHire may make available (on a remote basis) to Employer under this Agreement.

TERMS OF USE FOR VISITORS AND APPLICANTS

This document explains what information we collect about visitors and registered users (together referred to as “users” or “you”) to this website (“Website”) and how we use this information. This Privacy Policy is incorporated into our Terms of Use, and therefore governs your use of the Website. By using our Website, you accept the terms of this Privacy Policy.

The purpose of our website is to provide a platform that will (i) allow its users seeking employment opportunities to upload various types of personal information and share this information with potential employers; and (ii) allow potential employers to review and interact with users seeking employment opportunities.

As part of our subscription and registration process, you might be asked to voluntarily submit personal information, including, but not limited to, username, password, first and last name, email address, street address, gender, occupation, interests, name and information about your company any other data (collectively, “Personal Information”).

Data collection. We do not routinely collect Personal Information from users entering this website. We may make use of a standard feature found in browser software, called a “cookie,” to assign each visitor a unique, random number. Cookies allow us to track the pages on this site visited by users and to collect other statistical information.

From those users who register with our Website, we collect usage information in connection with user logins and passwords in order to monitor subscription compliance. As part of our subscription and registration process, subscribers may be asked to voluntarily submit Personal Information in order to create an account. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You agree not to share your password or other account access information with any other party. You agree to immediately notify Prof360 of any unauthorized use of your account, profile or password.

Use of Personal Information. When you use the Website, we provide your Personal Information to employers who have engaged our services for any given employment opportunity (“Employer”). Once Personal Information is provided to the Employer, we cannot and do not control what the Employer does with your Personal Information.

We reserve the right to change inaccurate data or conflicting information on your ProfHire profile. ProfHire further reserves the right to terminate and block the use of any applicant or Employer who

misuses information, provides false information, acts in bad faith, acts in an unprofessional manner, or otherwise acts in any way to disparage the name of ProfHire or its Employers.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, PROF360 DISCLAIMS ANY LIABILITY THAT MAY ARISE FROM THE MISUSE OF THE PERSONAL INFORMATION BY ANY PARTY OTHER THAN PROF360. IN NO EVENT SHALL PROF360 BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING FROM THE MISUSE OF YOUR PERSONAL INFORMATION BY ANY EMPLOYER.

IN ANY JURISDICTION THAT DOES NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE LIABILITY OF PROF360 OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, AFFILIATES, AGENTS, SUPPLIERS, EMPLOYERS OR LICENSEES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

We reserve the right to charge third parties a fee for accessing your Personal Information. Unless specifically authorized by you, **we do not sell or provide Personal Information to third parties for marketing purposes.** ProfHire does not actively search jobs for applicants. **ProfHire does not promise or guarantee the hiring or placement of any applicant.**

Security Practices. We follow generally accepted industry standards to protect the Personal Information submitted to us, both during transmission and while maintaining this information. However, no method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, while we strive to use commercially acceptable means to protect your Personal Information, we cannot and do not guarantee the information's absolute security.

Legally Required Disclosure. We reserve the right to disclose your Personal Information if we are required to do so by law or if we believe that disclosure is necessary to protect our rights and/or comply with a judicial proceeding, court order, or legal process. We also maintain the rights to transfer your information in case of a corporate restructuring (such as a merger or acquisition) as long as the receiving entity adopts this or stricter privacy policy that applies to your information.

Legal Jurisdictions. This Website is hosted in the state where our servers are located and is subject to the laws of such state and U.S. federal law. If you are accessing this Website from other jurisdictions, please be advised that you are transferring your Personal Information to us in the state where our servers are located, and by using this Website, you consent to that transfer and to abide by the applicable state laws and applicable U.S. federal law concerning your use of the Website and your agreements with us. Anyone accessing this Website from any jurisdiction with laws or regulations governing the use of the Internet, including personal data collection, use and disclosure different from those of the jurisdictions mentioned above may only use the Website in a manner lawful in their jurisdiction. If your use of this Website would be unlawful in your jurisdiction, please do not use this Website.

Changes to This Policy. We reserve the right to amend this Privacy Policy at any time without notice to you. We urge you to examine this policy for changes when using this site.

Contact Us about Privacy. If you have any questions or concerns about this Privacy Policy, or our software or practices, please contact us at info@prof360.co.

TERMS OF USE FOR EMPLOYERS

Access. Subject to the terms and conditions of this Agreement (including payment of applicable fees), ProfHire hereby grants to Employer a non-exclusive, non-transferable, limited license, solely during the term of this Agreement, to (a) permit Authorized Users to access and use the ProfHire Platform, over the Internet, solely for Employer's own business purposes and in accordance with the Documentation; and (b) reproduce and use a reasonable number of copies of the applicable Documentation in support of the exercise of the licenses granted in clause (a).

Restrictions. Employer acknowledges that the ProfHire Platform and Documentation embodies, contains, and constitutes valuable trade secrets of ProfHire. Employer agrees that it will not, and it will not permit any Authorized User or third party to: (a) modify, adapt, translate or create derivative works based on the ProfHire Platform or Documentation; or (b) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the ProfHire Platform; or (c) distribute, license, sublicense, assign, transfer or otherwise make available to any third party any ProfHire Platform or Documentation, or (d) access or use the ProfHire Platform other than as expressly set forth in this Agreement. Employer agrees not to remove, alter, or obscure in any way any proprietary rights notices (including copyright notices) of ProfHire or its suppliers on or within the ProfHire Platform or Documentation. Employer acknowledges and agrees that any non-compliance by any Authorized User with any of the requirements above will be deemed a breach by Employer.

Services

ProfHire Platform. Subject to the terms and conditions (including the payment of applicable fees), ProfHire will provide Employer and Authorized Users access to the ProfHire Platform.

Professional Services. Subject to the terms and conditions (including the payment of applicable fees), ProfHire will provide Employer with services which could include adjunct faculty onboarding platform (Attaché) and other professional services with respect to the ProfHire Platform specified in the subscription (collectively, the "Professional Services"). The scope, timeline and tasks of the parties with respect to the Professional Services shall be as specified in the Purchase Order. Unless the fees for Professional Services specified in any Purchase Order are set forth in that Purchase Order, the fees payable to ProfHire for Professional Services shall be based on ProfHire's then-current rates for such Professional Services.

Employer Obligations

Employer Data. Employer understands and agrees that Employer will be solely responsible for Employer's, and its Authorized Users', use of Employer's account associated with the ProfHire Platform. Employer acknowledges and agrees that Employer is solely responsible for the security of Employer Data. ProfHire will use reasonable measures to protect the personally identifiable information of Employer and its Authorized Users submitted or provided to ProfHire in connection with the ProfHire Platform. Employer grants to ProfHire, during the term of this Agreement a non-exclusive, royalty-free, fully-paid, worldwide license, under all of Employer's intellectual property and proprietary rights, to any and all Employer Data reasonably necessary for ProfHire to provide Employer the ProfHire Platform and other services hereunder. Employer represents and warrants that it has all the rights necessary to grant the licenses granted herein to ProfHire in and to such Employer Data.

Indemnification. Employer will defend at its own expense any claim or action against ProfHire or its officers, directors, employees or contractors (each an "**ProfHire Indemnified Party**") brought by a third party, and will indemnify and hold harmless each ProfHire Indemnified Party from and against all costs (including reasonable attorneys' fees) and damages incurred by such ProfHire Indemnified Party in any such claim or action, to the extent that the action is based on: (a) Employer Data; or (b) Authorized User claims. The foregoing obligations are conditioned on ProfHire notifying Employer promptly in writing of such action, giving Employer sole control of the defense thereof and any related settlement negotiations, and at Employer's reasonable request and expense, cooperating and assisting in such defense. Under no circumstances shall Employer enter into any settlement that involves an admission of liability, negligence or other culpability of ProfHire or any ProfHire Indemnified Party or requires ProfHire or any ProfHire Indemnified Party to contribute to the settlement without ProfHire's prior written consent.

Ownership. ProfHire and its suppliers retain all right, title and interest in and to all Intellectual Property Rights in the ProfHire Platform, Server Software, Documentation, and all other materials provided or made available to Employer in connection with the services provided by ProfHire, and any and all modifications, updates, and enhancements to the foregoing items. In addition, Employer hereby licenses Feedback and Blind Data to ProfHire on a worldwide, perpetual, irrevocable, non-exclusive, freely-transferable, fully paid, and royalty-free basis, for ProfHire to use and exploit in any manner and for any purpose. Subject to the licenses granted to Blind Data and Feedback granted to ProfHire, Employer shall retain all right, title and interest, including all Intellectual Property Rights, in and to Employer Data.

Placement Pricing and Payment Terms

Payment Terms. Employer shall pay ProfHire the fees for use of the ProfHire Platform. ProfHire may increase the amount of fees and rates payable by Employer upon written notice to Employer, provided that any such increase shall not be more than once in any twelve (12) month period during the term of this Agreement. The fees are exclusive of all applicable sales, use, value-added and other taxes, or other similar charges, and Employer will be responsible for payment of all such taxes (other than taxes based on ProfHire's income), and any related penalties and interest, arising from the payment of the fees, the delivery of the ProfHire Platform, or performance of any services by ProfHire.

Records. At all times during the term of this Agreement, and for at least three (3) years after the termination of this Agreement, Employer will maintain at its principal place of business complete and accurate records with respect to Employer's activities pursuant to this Agreement, including a complete list of all copies of the ProfHire Platform and Documentation made or used by or on behalf of Employer, a complete list of the Authorized Users, and all other information needed for verification of amounts to be paid to ProfHire under this Agreement and Employer's compliance with this Agreement.

Audit Rights. ProfHire will have the right, during normal business hours and upon at least ten (10) business days' prior notice, to inspect, or have an independent audit firm selected by ProfHire inspect, Employer's records relating to its administration of the ProfHire Platform under this Agreement in order to verify that Employer has paid ProfHire the correct amounts owed under this Agreement and otherwise complied with the terms of this Agreement. The audit will be conducted at ProfHire's expense, unless the audit reveals that Employer has underpaid the amounts owed to ProfHire by more than five percent (5%) or failed in some other material respect to comply with the terms of this Agreement, in which case Employer will reimburse ProfHire for all reasonable costs and expenses incurred by ProfHire in connection with such audit. Employer will promptly pay ProfHire for any amounts shown by such audit to be due and owing to ProfHire. Such audits will be conducted no more than once in any period of twelve (12) consecutive months. This right will survive termination of this Agreement for three (3) years.

Term and Termination

Term; Termination. This Agreement shall commence as of the Effective Date and will remain in effect until termination. Either party may terminate this Agreement. Either party may terminate this Agreement, with or without cause, upon fifteen (15) days prior written notice to the other party. Either party may terminate this Agreement for material breach by the other party that remains uncured thirty (30) days after delivery of written notice to the breaching party describing such breach in reasonable detail. The foregoing rights of termination are in addition to any other rights and remedies provided in this Agreement or under applicable law. Upon termination, ProfHire will work with terminating Employer to download and provide Employer data housed within ProfHire's database.

Effects of Termination. Upon expiration or termination of this Agreement or any specific Subscription for any reason, Employer shall cease (and require all Authorized Users to cease) using, and destroy, any and all information or materials supplied by ProfHire, including any related ProfHire Platform and Documentation provided by ProfHire, and all copies thereof in Employer's possession or control. Upon expiration or termination of this Agreement for any reason, all fees due ProfHire under all Purchase Orders, shall be immediately due and payable; provided, ProfHire will refund to Employer any fees paid in advance by Employer for any unused portion of the term of the Agreement for which such payment was made. The following Sections will survive expiration or termination of this Agreement: 1, 2.2, 4.2, 5, 6 (to the extent provided therein), 7.4, 8, 9, 10, 11, 12, and 13.

Confidentiality. "Confidential Information" means, with respect to (a) ProfHire: (i) the ProfHire Platform, Documentation, and Feedback, and (ii) any and all proprietary and non-public and all information and/or

materials provided or disclosed by ProfHire to Employer under this Agreement, and (b) with Respect to Employer: (i) Employer Data (excluding Blind Data) and (ii) all materials and information disclosed under this Agreement that are marked “confidential” by Employer or that ProfHire knows or should have known, under the circumstances, are considered confidential by Employer. Each party receiving (the “Receiving Party”) Confidential Information of the other party (the “Disclosing Party”) will: (c) not disclose to any third party or cause to be disclosed any Confidential Information unless authorized in writing by the Disclosing Party; (d) refrain from using the Disclosing Party’s Confidential Information except to the extent authorized under the Agreement; and (e) preserve and protect the confidentiality of the Disclosing Party’s Confidential Information with the same degree of care the Receiving Party uses to protect its own Confidential Information, but in no event less than reasonable care. Confidential Information does not include information that is: (f) publicly available through no fault of the Receiving Party; (g) otherwise known by the Receiving Party through no wrongful conduct of the Receiving Party and without confidentiality restrictions; (h) disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; or (i) independently developed by the Receiving Party without access to, or use of, the Disclosing Party’s Confidential Information. The Receiving Party may disclose the Disclosing Party’s Confidential Information without violating this Section to the extent that such disclosure is (j) necessary for the Receiving Party to enforce its rights under this Agreement or (k) required by law or court order; provided, however, that the Receiving Party shall first give the Disclosing Party prompt notice of such order so that the Disclosing Party may take appropriate actions to protect its rights, including seeking a protective order or other appropriate remedy. Neither ProfHire nor Employer will disclose any terms of this Agreement to anyone unless such persons are under a duty of confidentiality with protections at least as restrictive as herein.

Disclaimer; Limitations of Liability; Exclusions.

Disclaimer. PROFHIRE MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EITHER EXPRESS, IMPLIED, OR STATUTORY, WITH REGARD TO THIS AGREEMENT OR THE PROFHIRE PLATFORM, ANY SERVICES PROVIDED BY PROFHIRE, THE DOCUMENTATION OR ANY OTHER MATERIALS PROVIDED BY PROFHIRE, INCLUDING ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. PROFHIRE DOES NOT WARRANT THAT THE PROFHIRE PLATFORM, ANY SERVICES PROVIDED BY PROFHIRE, THE DOCUMENTATION OR ANY OTHER MATERIALS PROVIDED BY PROFHIRE WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT ANY RESULTS OR RECOMMENDATIONS RESULTING FROM THE USE OF THE PROFHIRE PLATFORM, ANY SERVICES PROVIDED BY PROFHIRE, THE DOCUMENTATION OR ANY OTHER MATERIALS PROVIDED BY PROFHIRE WILL BE CORRECT, ACCURATE, OR RELIABLE. EMPLOYER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES AND THAT NO WARRANTIES ARE MADE BY ANY OF PROFHIRE’S SUPPLIERS.

Limitation of Liability. IN NO EVENT SHALL PROFHIRE BE LIABLE, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF OR DAMAGE TO DATA, COST OF COVER, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE, PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR LOSS OR IMPAIRMENT OF OTHER ASSETS, ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT OR PROFHIRE’S PERFORMANCE HEREUNDER OR ANY RESULTS OR

RECOMMENDATIONS RESULTING FROM THE USE OF THE PROFHIRE PLATFORM, DOCUMENTATION OR OTHER MATERIALS OR SERVICES PROVIDED BY PROFHIRE OR THE USE, MISUSE, OR THE INABILITY TO USE, IN WHOLE OR IN PART, THE PROFHIRE PLATFORM, DOCUMENTATION OR OTHER MATERIALS OR SERVICES PROVIDED BY PROFHIRE, OR WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT PROFHIRE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL PROFHIRE'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT AND THE PROFHIRE PLATFORM, DOCUMENTATION AND OTHER MATERIALS AND SERVICES PROVIDED BY PROFHIRE, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, EXCEED THE TOTAL FEES ACTUALLY PAID TO PROFHIRE IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE FIRST CLAIM GIVING RISE TO SUCH LIABILITY AROSE. EMPLOYER AGREES THAT PROFHIRE'S SUPPLIERS AND AFFILIATES WILL HAVE NO LIABILITY OF ANY KIND UNDER OR AS A RESULT OF THIS AGREEMENT. THE FOREGOING LIMITATIONS OF LIABILITY ARE INDEPENDENT OF ANY EXCLUSIVE REMEDIES SET FORTH IN THIS AGREEMENT.

Exclusions. Notwithstanding anything in this Agreement to the contrary, ProfHire will have no responsibility or liability of any kind under this Agreement, arising or resulting from: (a) problems caused by failed Internet connections or other hardware, software or equipment which is not owned, controlled or operated by ProfHire; (b) nonconformities resulting from Employer's, its Authorized Users', or any third party's misuse, abuse, negligence, or improper or unauthorized use of all or any part of the ProfHire Platform, or other services provided hereunder by ProfHire; (c) modification, amendment, revision, or change to the ProfHire Platform by any person other than ProfHire; or (d) any other factor outside of ProfHire's reasonable control.

APPLICATION OF LIMITATIONS AND DISCLAIMERS TO CONSUMERS. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages with respect to consumers (i.e., a person acquiring goods otherwise than in the course of a business), so the exclusions set forth in Sections 9.1 and 9.2 above may not apply to Employer if Employer is a consumer. The limitations or exclusions of warranties and liability contained in this Agreement do not affect or prejudice the statutory rights of a consumer. The limitations or exclusions of warranties and remedies contained in this Agreement shall apply to consumer Employers only to the extent such limitations or exclusions and remedies are permitted under the laws of the jurisdiction where such Employer is located.

BASIS OF BARGAIN. The warranty disclaimer and limitation of liability set forth above are fundamental elements of the basis of the agreement between ProfHire and Employer. ProfHire would not be able to provide the ProfHire Platform on an economic basis without such limitations. The warranty disclaimer and limitation of liability inure to the benefit of ProfHire's suppliers.

GOVERNING LAW. This Agreement shall be governed by the laws of the state of California, United States, without giving effect to any conflicts of laws principles.

MISCELLANEOUS. ProfHire reserves the right to change or discontinue the ProfHire Platform in whole or in part, including without limitation, the Internet based services, pricing, technical support options, and

other product-related policies. Neither the rights nor the obligations arising under this Agreement are assignable by Employer, and any such attempted assignment or transfer shall be void and without effect. Any waiver, amendment or modification of any provision of this Agreement must be in writing and executed by both parties. The failure of either party to exercise any right provided for by this Agreement shall not be deemed a waiver of that right. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations have been duly authorized and that this Agreement is a valid and legal agreement binding on the party and enforceable according to its terms. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, that provision shall be stricken from this Agreement and shall not affect the legality, enforceability or validity of the remainder of this Agreement. The parties acknowledge and agree that they are dealing with each other as independent contractors and nothing in this Agreement and its performance shall be construed as creating a joint venture or agency between ProfHire and Employer. ProfHire may delegate the performance of any services hereunder to its affiliates and contractors. This Agreement constitutes the entire agreement between the parties regarding this subject matter, and supersedes all prior oral or written agreements or communications with regard to the subject matter described. Any notice or other communication required or permitted under this Agreement shall be given in writing and shall be conclusively deemed effectively given upon personal delivery or delivery by courier, or on the first business day after transmission if sent by confirmed facsimile transmission or electronic mail transmission, or five (5) business days after deposit in the United States first class mail, by registered or certified mail, postage prepaid, addressed to the party's address set forth above or at such other address as each party may designate by ten (10) business days' advance written notice to the other party in accordance with this Section. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to." Any delay in performance of any duties or obligations of either party will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, telecommunications or Internet failure, or any other event beyond the reasonable control of such party.

If Employer has concerns about any portion of this agreement or seeks to amend the agreement in anyway, contact info@profhire.com for instructions on proposing an individualized agreement.