

## Recruiting Services Agreement

This Recruiting Services Agreement (“**Agreement**”), made as of [date], is entered into by [company name], [type of entity], [address] (“**Company**”) and Wantedlab Inc., a South Korea company with its principal place of business at 14th Fl, 373 Gangnam-daero, Secho-gu, Seoul (“**WANTED**”) (individually, the “**Party**” and, collectively, the “**Parties**”)

### A. GENERAL

**1. General Provisions:** By this Agreement, Company desires to recruit and hire employees and WANTED provides a recruiting platform wherein job seeking candidates apply for job positions posted by Company. In consideration of the services to be provided by WANTED, Company agrees to pay a fee for the services at the agreed rate.

**2. Definitions:** Unless the context otherwise requires, the following terms used herein shall have the following meaning:

**2-1.** “Candidates” means individual users on WANTED who apply for job positions posted by Company for employee recruitment.

**2-2.** “Candidate chosen for Interview” means those selected for interview by Company out of candidates.

**2-3.** “Hired Candidate” means those selected for recruitment by Company out of “those chosen for Interview.”

**2-4.** “Start Date” means the date when “Hired Candidate” selected by Company reports to work for the first time.

### B. ENTERTING INTO FORCE AND TERMS OF AGREEMENT

**3. Term:** This Agreement shall remain in force and effect for a period of one (1) year after the execution of the Agreement by both Parties. Unless any notice of termination is given by either party one month prior to the expiry of the Agreement, the Agreement, subject to the same terms and conditions, shall be automatically renewed for one (1) year.

#### **4. Notice of Termination:**

**4-1.** The Company, at its own discretion, may terminate the Agreement at any time by giving WANTED a notice of termination in writing.

**4-2.** The termination of the Agreement becomes valid in one month after WANTED receives the notice of termination as set forth in sub-article 4-1 hereof.

**4-3.** Upon acceptance of the termination notice by WANTED as stated in sub-article 4-1, termination becomes valid immediately.

## C. FEES

**5. Company's Obligation to pay fee:** If a Candidate is recruited and hired by Company through WANTED, Company shall pay WANTED the agreed fee(s) as set forth in Article 6 within (15) days of the hired candidate's Start Date.

### **6. Fee Rate:**

**6-1.** Company shall pay WANTED a fee of 7% of the fixed annual base salary of the hired candidate.

**7. Resignation of Hired Candidate:** In the event that the hired candidate should resign voluntarily within three (3) months after the "Start Date" or resign by failure to complete the 3-month probationary period and assessed to be unfit by the Company, Company will inform WANTED thereof within one week after such resignation. Thereupon, at Company's discretion, WANTED shall refund 80% of the fee paid by Company or will assist to re-open the job post at no cost.

## D. RECRUITING PROCESS

**8. Binding Request for Recruitment:** Company's request for recruitment shall be valid and binding by the Company's registration of a job opening on WANTED.

**9. Cancellation of Request for Recruitment:** Company may cancel its request for recruitment by either sending an email to WANTED or by deleting the job post from WANTED.

### **10. Recommendation of Candidates:**

**10-1.** As soon as a Candidate's resume is registered as an applicant to Company's job post on WANTED, the candidate in question shall be a "candidate exclusively available" on WANTED and thereafter, shall be considered as being such, even if the candidate in question becomes known to the Company by whatever means available to Company.

**10-2.** In the event the candidate in question is known to the Company prior to being a candidate on WANTED, Company shall inform immediately WANTED thereof and accordingly, WANTED will exclude the candidate in question from the list of candidates exclusively available to WANTED as set forth in Article 10-1.

### **11. Confidentiality:**

**11-1.** Neither party shall disclose to any third party business information gained from the disclosing party in the performance of the Agreement without the consent of the disclosing party hereto.

**11-2.** Company shall hold in confidence the fact of a candidate's application for employment, his (her) resume etc. on WANTED until his(her) recruitment has been finalized and the candidate is hired by the Company.

**12. Reference Check:** In case Company wishes to conduct an additional reference check through an outside source with regard to a candidate(s), Company shall make such reference check known to WANTED in order to maintain compliance to its obligation as set forth in Article 11-2.

**13. Delayed Recruitment of Candidates:** In the event the Company directly contacts and hires a candidate(s) found on WANTED within one year of the candidate's job application on WANTED, the said candidate(s) shall be considered as being hired on WANTED pursuant to this Agreement. If the same candidate(s) had applied to the Company through Company's own channel and/or through a third party prior to submitting his/her application on WANTED, the hire shall not be considered to be resulting from WANTED.

## **E. AFTER FINAL HIRE**

### **14. Other Provisions:**

**14-1.** In no case shall WANTED make any claim for money or other compensations not provided herein for its performance of the Agreement for whatever reasons. If there are any fee or commission due and payable to a third party, such as those who refer candidates to WANTED, in the course of recruitment pursuant to the Agreement, WANTED shall pay the third party such fee or commission not exceeding the fee paid by Company to WANTED as set forth in Articles 5 and 6.

**14-2.** WANTED, at its own cost, shall indemnify and defend Company from any claim for a referral fee or commission made by such third party (which recommended the candidate) resulting from WANTED's failure to perform its obligations set forth.

**14-3.** Either party shall be liable to compensate the non-defaulting party for damages caused by breach or non-performance of the Agreement.

**15. Court of Competent Jurisdiction:** All disputes arising from or related to the services under this Agreement shall be resolved by binding arbitration to be held in Seoul, South Korea.

**16. Notice:** All notices and other communications required or permitted under to this Agreement must be in writing and will be deemed given if sent by personal delivery, faxed with electronic confirmation of delivery, internationally-recognized express courier or registered or certified mail (return receipt requested), postage prepaid, to the parties at the addresses specified by a party to the others from time to time for notice purposes. All such notices and other communications will be deemed to have been received.

**17. Amendment:** This Agreement may be amended or modified only by a written instrument executed by both Company and WANTED.

The parties executed this Agreement as of the date first set forth above.

**Company,**  
for itself and its Employees

By: \_\_\_\_\_  
Name:  
Title:

**WANTED,**  
for itself and its Employees

By: \_\_\_\_\_  
Name:  
Title: