

CareerCampaigns' Referral Partner Program Operating Agreement

This Agreement contains the complete terms and conditions that apply to an organization's participation in the CareerCampaigns Referral Partner Program (the "Program"). In this Agreement, "we" or "our" means CareerCampaigns, LLC, and "you" and "your" means the applicant.

1. Enrollment in the Program

To begin, complete and submit the Program application. We will automatically accept you into our Program. However, we reserve the right to reject your application at anytime and for whatever reason we deem necessary. Possible reasons for rejection include, but are not limited to, web sites or other communications that we find to contain discriminatory or other objectionable content.

2. Links on Your Site or Permission-based Email (when applicable)

You will provide a link to the home page of our site through an approved Program.

We will provide you with technical specifications describing how to include the links on your site or within email. We will also provide graphics needed for your site or email. You may not represent CareerCampaigns, or use its trademarks, logos or other branding in any manner other than providing approved links, without prior written approval.

You acknowledge that, by participating in the Program and placing any CareerCampaigns links within your site, CareerCampaigns may receive information from or about visitors to your site or communications between your site and those visitors. Your participation in the CareerCampaigns program constitutes your specific and unconditional consent to and authorization for CareerCampaigns' access to, receipt, storage, use, and disclosure of any and all such information, consistent with the policies and procedures set forth in the CareerCampaigns' Privacy Policy.

3. Your Other Promotional Efforts

You will either include a specially approved CareerCampaigns URL or our home page URL and your unique referral code within all promotional or communication devices.

We will provide graphics and text needed for your promotional and communication efforts. However, you may not represent CareerCampaigns, or use its trademarks, logos or other branding in any manner, without prior written approval.

4. Tracking Referrals

We will handle all issues pertaining to the Personal Experience Audit (PEA) applications received as a result of a link from your site or from the entry of your unique referral code, by a candidate, on our site or on an approved paper form. Each Program link is a unique identification number that is associated with you and/or the entity you represent. You are solely responsible to ensure your site or other promotional and communication efforts are properly formatted and/or working.

To permit accurate tracking of your site-based referrals, we will provide you with special "tagged" link formats to be used in all links between your site and our site. These special links will ensure that your unique referral code will be automatically placed in the CareerCampaigns Referral Code field, when a candidate submits a PEA application.

To permit accurate tracking of non-online referrals gained through advertisements or other communication efforts, we will either provide you with a special URL and/or a unique referral code that candidates can enter when completing and submitting their original PEA application.

5. Referral Fees

We agree to pay a referral fee to you, based solely on the net revenues we earn and collect in full, from the permanent placement of an original, unduplicated and complete PEA application that has been properly credited to you. Your referral fee will be Two hundred fifty dollars (\$250.00). It is understood that credit will only be given to you when an individual provides your referral code at

the same time they submit a PEA application. We will not recognize a referral code, after a PEA application has already been submitted or for any candidate that has submitted a PEA application in the past.

You may not receive a referral fee for any PEA application that has been submitted without the knowledge and approval of an individual. You may not receive a referral fee for any individual that is hired by you, your employer or any entity determined (in our sole discretion) to be connected in any way to you.

Should we determine that any of these situations, mentioned above, have occurred, such event or events may result (in our sole discretion) in the withholding of referral fees and/or termination of this Agreement.

In addition, you may not: (a) directly or indirectly offer any person or entity any consideration or incentive (including, without limitation, payment of money (including any rebate), or granting of any discount or other benefit) for using your referral code or special links on your site to access our site or (e.g., by implementing any "rewards" program for persons or entities who use special links on your site to access our site); (b) read, intercept, record, redirect, interpret, or fill in the contents of any electronic form or other materials submitted to us by any person or entity; (c) in any way modify, redirect, suppress, or substitute the operation of any button, link, or other interactive feature of our site; (d) submit any PEA applications, or engage in other transactions of any kind on our site on behalf of any third party, or authorize, assist, or encourage any other person or entity to do so; (e) take any action that could reasonably cause any person confusion as to our relationship with you; (f) seek to purchase or register any URLs, keywords, search terms, or other identifiers that include the word "CareerCampaigns" or variations thereof for use in any search engine, portal, sponsored advertising service or other search or referral service. If we determine, in our sole discretion, that you have engaged in any of the foregoing activities, we may (without limiting any other rights or remedies available to us) withhold any referral fees otherwise payable to you under this Agreement and/or terminate this Agreement.

6. Payment Schedule

We will pay you referral fees on a quarterly basis. Approximately 15 days following the end of each calendar quarter, we will send you a check for the referral fees earned.

7. Limited License

We grant you a nonexclusive, revocable right to use any CareerCampaigns graphic images or text for which we grant express permission, solely for the purpose of identifying your organization and/or site as a Program participant and to assist in generating PEA applications. You may not modify the graphic image or text, or any of our images, in any way. We reserve all of our rights in the graphic image and text, any other images, our trade names and trademarks, and all other intellectual property rights. You agree to follow our Trademark Guidelines, as those guidelines may change from time to time. We may revoke your license at any time by giving you written notice.

8. Identifying Yourself as a Referral Partner

If you have a web site, we will provide a graphic image and linking options to put on your site that identifies you as a referral partner. However, you will need to put this on your site and make sure it works.

In addition, we encourage you to advertise and/or communicate your participation in the Program. However, we will not pay or reimburse you for the creation, distribution or placement of any advertisements or other communications that promote your participation in the Program.

9. Responsibility for Your Site and/or Other Media

You will be solely responsible for the development, operation, contents, and maintenance of your site and other media. We take no responsibility for content or functionality of your site or other media.

10. Term of the Agreement

The term of this Agreement will take effect upon our acceptance of your Program application and

will end when terminated by either party. Either party may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. Upon the termination of this Agreement for any reason, you will immediately cease use of, and remove from your site and all future materials and media, all links to our site, and all CareerCampaigns trademarks and logos, and all other materials provided by or on behalf of us to you pursuant hereto or in connection with the Program. You are only eligible to receive referral fees on permanent placements that were earned and fully paid by the Employer, prior to the termination.

11. Modification

We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a change notice or a new agreement on our site. Modifications may include, for example, changes in the scope or calculation of available referral fees, payment procedures, and Program rules. If any modification is unacceptable to you, your only recourse is to terminate this agreement. Your continued participation in the Program following our posting of a change notice or new agreement on our site will constitute binding acceptance of the change.

12. Relationship of Parties

Nothing in this Agreement creates any partnership, joint venture, agency, franchise, sales representation, or employment relationship between the parties.

13. Limitation of Liability

We will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the Program.

14. Disclaimers

We make no representation that the operation of our site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

15. Independent Investigation

You acknowledge that you have read this agreement and agree to all its terms and conditions. You understand that we may at any time (directly or indirectly) solicit referrals on terms that may differ from those contained in this agreement. You have independently evaluated the desirability of participating in the Program and are not relying on any representation, guarantee, or statement other than as set forth in this agreement.

16. Miscellaneous

Any dispute you have with CareerCampaigns will be governed by Florida law and will be resolved exclusively in the courts of the State of Florida, which it agrees may exercise personal jurisdiction over it.

We can issue press releases and include mention of your participation in the Program in any electronic media or literature that we may choose to create and distribute.

Contact Information:

CareerCampaigns, LLC
Attn: Referral Partner Program
1990 Main Street, Suite 750
Sarasota, FL 34236
referral@careercampaigns.com
941-309-5373 phone