

| **TalentClick** |  |  |  |  |
| --- | --- | --- | --- | --- |
| TalentClick Workforce Solutions Inc., Suite 1200, 555 West Hastings St., Vancouver, Canada, V6B 4N6 1.877.723.3778 | | | | |
| **CUSTOMER AGREEMENT: Annual Subscription** | | | | |
| **Employer/Company Legal Name:** | **Employer Contact Name and Title:** | | | |
| **TC Partner/Distributor** | | **TC Account Manager** | |
| **Date:** |
| **Products/Services Included** | | | | **Costs/Fees** |
| **Standard** level unlimited-use annual subscription, based on workforce headcount of approx. **XXXX** people. Start Date: **Month/Day/Year**. Includes:   * AVP solution: Workstyle & Performance Profile (WPP), Work Values & Attitude (WVA), Safety Quotient (SQ) and/or Driver Safety Quotient (DSQ) * English Proficiency (EP), Cognitive Quotient (CQ) * both Employer and Participant reports (in English) * Does not include Leadership Profile (LP) but may be added for an additional fee   **1** user training session per annual term for (i) product-knowledge training for report interpretation, and (ii) technical training for using your cloud-based portal account.  **2** dedicated links for different tests, locations, managers, job titles, job classes, etc. | | | | $**XXXX**  per year  Includes discount when pre-paid at start of each annual term |
| **Optional Products/Services** (not currently included):   * $200/hr for additional services requested (eg. extra links, training, benchmarking, results interpretation, report customization, data analysis) * Any expenses related to travel requested and pre-approved by Customer | | | |  |
| **Total:** Pricing is in U.S. dollars. Any applicable taxes are extra.  *Terms: Net 30 days. 2% interest added per month on overdue payments* | | |  | **$ XXXX.00**  per year |
|  | | | | |
| **Please Complete Billing Instructions** | | | | |
| Billing Contact’s Name:  Mailing Address:  Email Address: Phone:  Credit Card (Visa or M/C) # Expiry (mo/yr): CSC/CVV #  Other instructions (eg. PO#): | | | | |
| This annual-term contract may be terminated at any time and for any reason with 30 days’ written notice, but no refunds will be issued. Without termination, this contract shall automatically renew under the same terms. Fees will be reviewed annually and may increase approx. 0.95% to 5.95%, pegged to the annual inflation rates published by the federal governments of the [U.S.](https://www.bls.gov/cpi/latest-numbers.htm) and [Canada](https://www.statcan.gc.ca/en/subjects-start/prices_and_price_indexes/consumer_price_indexes). Customer grants TalentClick the non-exclusive worldwide right to copy, store, record, transmit, maintain, display, view, print, or otherwise use Customer data only to the extent necessary to provide the offerings to Customer and to conduct general research in the field of study with aggregate, anonymized data. TalentClick warrants during the Term of this Agreement that we will use commercially reasonable efforts to ensure that Customer’s data will be safeguarded and kept confidential in a manner consistent with our own internal confidential information. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER’S PURPOSES. Customer shall hold TalentClick harmless from and against all claims, suits, demands, actions and proceedings, judgements, penalties, damages, costs and expenses (including legal fees and costs), losses or liabilities of any kind which may arise or result from the use of TalentClick products or services. TalentClick shall retain ownership of all technology and intellectual property associated with the product. The acceptance of this Agreement shall form a contract under the laws of the Province of British Columbia, Canada. | | | | |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | |
| Customer Signature Date  *Thank you for your business!* | | | | |